

General Terms and Conditions of Purchase of Friedr. Dick GmbH & Co. KG, as of 01/2018

I. Scope

1. The following General Terms and Conditions of Purchase of Friedr. Dick GmbH & Co. KG (in the following the "T&Cs") apply for all contracts on the delivery of goods concluded between the company Friedr. Dick GmbH & Co. KG (in the following "DICK") and the vendor. These T&Cs also apply in the context of ongoing business relationships for all of DICK's future transactions, including where they are not expressly agreed again. Other contractual terms do not become part of the content of the contract, even if DICK does not expressly object to them.

2. These T&Cs apply irrespective of whether or not the individual transaction concerns a contract of sale, contract for labour and materials, contract for services, or an order. If these T&Cs refer to the vendor, it is equally intended to also refer to the supplier of labour and materials, the work contractor, or the contractor.

II. Offer

1. DICK is bound by an order (offer to conclude a contract) for two weeks. The vendor can only accept the order within these two weeks by a declaration to DICK in text form.

2. All agreements between DICK and the vendor in connection with the contracts are to be made in text format, and where appropriate illustrated by designs, samples, and similar.

III. Payments

1. The price shown by DICK in the order is binding and applies carriage paid. Packaging costs are included in the price. The price is always understood to be exclusive of the respective applicable VAT. All of the vendor's invoices have to show the order number stated by DICK, are to be addressed to DICK in duplicate, and may not be attached to the delivery of goods.

2. DICK pays, provided no written agreements to the contrary have been made with the vendor, within 14 days on full delivery of the goods by the vendor and receipt of the invoice, with a 3% discount, or within 30 days without deduction.

3. DICK is entitled to the statutory set-off and retention rights in full. DICK is entitled to assign all claims from the contract of sale without the vendor's consent. The vendor is not entitled to assign claims against DICK to third parties.

4. The vendor is to take back transport packaging. If it is impossible or unreasonable for this to be taken back, the vendor bears the costs of the special disposal. DICK can - if the costs of the disposal cannot be shown separately - withhold 1% of the invoice amount as reimbursement of the costs.

IV. Delivery Period

1. The delivery period specified by DICK in the order, or the delivery date specified, apply as the agreed performance period, so that default occurs without warning.

2. If the vendor falls into default, DICK is entitled to the statutory claims.

V. Granting of rights of use

1. If during the manufacturing process and/or provision of service owed as stipulated in Section 1, inventions eligible for patent or design protection or other technical improvement suggestions, expertise and/or copyright are created, DICK shall have the sole authority, unrestricted in terms of time, place and content, to use, change and/or exploit these fully and where applicable to declare these for patent registration.

2. All costs arising from the registration of proprietary rights and the legal protection of the same are to be borne exclusively by DICK. The same shall apply for remunerated services carried out by contractors (hereafter "Contractors") commissioned by the vendor in accordance with the German Employee Invention Act. DICK releases the vendor from this duty. This however only applies insofar as DICK was informed of the same remunerated services and has agreed to them.

3. The vendor shall inform DICK in writing and without delay in the case of a reported invention or the communication of a suggested technical improvement. If within 3 months DICK provides the vendor with written confirmation of the use of the invention or of the planned exploitation of the suggested technical improvement, then Sections 1 and 2 apply as above. Otherwise, the vendor is free to use the invention or exploit the suggested technical improvement at its own cost and risk.

VI. Claims and rights due to material defects

1. Section 377 German Commercial Code (HGB) applies for the obligation to examine the goods and make complaints about any defects, providing that a complaint from DICK about concealed defects is considered on time within two weeks from their discovery; this only fails to apply if the vendor has a legitimate interest in an immediate complaint, especially due to the possibility of mitigating the damage.

2. DICK is entitled to the statutory defect rights and claims against the vendor. The vendor is liable to DICK to the extent provided by law.

3. If DICK can assert compensation claims, the lost profit that can be compensated is deemed to be the imputed usual margin for DICK. The vendor is at liberty to prove lower loss.

4. If DICK asserts warranty rights over or warranty claims against the vendor, the vendor shall forfeit the sum of 100.00 Euros for each non-conformity as a strict-liability contract penalty unless there are extenuating circumstances.

VII. The vendor's liability

1. If third parties bring claims for compensation against DICK due to a product defect or consequential loss from a product for which the vendor is responsible, the vendor is to indemnify DICK on first request against all claims by third parties, including the costs to defend these claims.

2. If DICK must - for legal and/or commercial reasons - carry out a product recall due to a case of damage in the sense of the above Clause 1, the vendor is obligated to reimburse DICK for all expenditure which results from or in connection with the product recall carried out by DICK. Further statutory claims for DICK are not affected by this. DICK shall inform the vendor immediately on the content and the extent of the product recall - insofar as this is possible reserving its own commercial interests, especially considering the public perception - and give it the opportunity to comment.

3. The vendor is obligated to maintain a product liability insurance policy with a standard insured sum usual for the industry. DICK's statutory and contractual claims exceeding the insurance cover are not affected by this.

4. If claims are made against DICK by third parties because it is asserted that the vendor's delivery breaches a statutory property right of a third party, the vendor undertakes to indemnify DICK on first request against these claims. The indemnification obligation includes all expenditure which DICK incurs in connection with the claim by the third party, and the defence against its claims.

5. The vendor knows the end products that the component products it is to deliver are used to manufacture. The vendor is obligated to observe all legal requirements - especially under consumer protection law - for its products regarding the end products sold by DICK. The vendor especially undertakes to comply with Regulation (EC) 1907/2006 (so-called REACH) applicable for DICK's end products, concerning materials used and objects with food contact, Regulation (EC) No 1935/2004, Regulation (EU) No 10/2011, Regulation (EC) No 2023/2006, the German Food, Consumer Goods, and Feed Code (LFGB), Consumer Goods Regulations (BedGgStV), and the American FDA Approval Code of Federal Regulations, Title 21 part 170-190, concerning machines and components of machines, Directive 2006/42/EC (so-called Machinery Directive), Directive 30/2014/30/EU (so-called EMC Directive), and Directive 65/2011/65/EU (so-called RoHS Directive).

VIII. Confidentiality

All parts, documents, and designs received from DICK remain DICK's property. DICK reserves all usage rights and copyrights. The vendor may only use these outside of the business relationship and/or transfer these to third parties, or make these accessible to third parties, with consent in text format from DICK obtained in advance. After fulfilment of the particular contract, the vendor is to return these at its own costs to DICK immediately and completely, together with all copies made, where applicable, and to delete any existing digital copies.

IX. Place of jurisdiction, place of performance, applicable law

1. The place of performance is the place where the goods are to be delivered in accordance with the order.

2. The exclusive place of jurisdiction for all legal disputes from and in connection with the delivery and other contracts, including cheque and bill of exchange actions, is Munich.

3. The relationships between the contracting parties are exclusively governed by the substantive law of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.