

## GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1. GENERAL

- 1.1. Our orders shall be placed exclusively on the basis of the following “Terms and Conditions of Purchase”. Confirmations of orders from or general terms and conditions of our Supplier or similar provisions containing terms and conditions different from the present ones will not be accepted by us and shall be deemed excluded.
- 1.2. In accepting our purchase orders, the Supplier acknowledges the exclusive applicability of our General Purchasing Conditions.
- 1.3. Our Terms and Conditions of Purchase also apply to future transactions between us and our Supplier, even if these Terms and Conditions are not specifically referred to in a specific case. Agreements (modifications, amendments) which, as an exception, deviate from our Terms and Conditions of Purchase shall only apply to the specific transaction for which we have confirmed them in writing.
- 1.4. Our Terms and Conditions of Purchase shall also apply where the Supplier installs or assembles delivery items on our behalf.  
The order date shall be the date upon which our order was placed. In case of an oral order or order by telephone, the order date shall be the date of our order confirmation.
- 1.5. The Supplier acknowledges that his personal data contained in the purchase order will be processed electronically for bookkeeping and supplier information purposes. Such data may be transmitted if required by law, for monetary and payment transactions and, upon the Supplier’s special consent, to accurately described recipients on a case-by-case basis.

### 2. PLACING OF ORDERS

- 2.1. Offers from our Supplier (including project costs) shall be submitted to us free of charge and shall only be seen as an invitation to submit an offer for a contract (purchase order). In addition cost estimates, plans, test certificates for technical equipment and all other documents are binding and free of charge, unless otherwise expressly agreed in written form.
- 2.2. With respect to quantity and quality of the goods or any design details the Supplier shall strictly comply with our inquiry in his offer. Pricing of goods which are charged according to weight shall be based on the net weight exclusive of packaging or packing aids (such as, e.g., skeleton containers, palettes, cases, etc.).
- 2.3. Purchase orders, contracts on transactions, delivery schedules, modifications thereof and amendments thereto or any change in the basis contract including these General Terms and Conditions of Purchase as well as this clause on the requirement of written form itself shall be made in writing to be legally effective. This shall also apply to termination, if any. The requirement of written form is also achieved by data transfer transmission (e-mail) or fax.
- 2.4. If our order does not include prices or even only recommended prices, the Supplier has to state binding prices in his order confirmation, which shall only be binding for us upon our written confirmation.
- 2.5. In case of Frame Contracts the Supplier will receive individual orders on basis of the respective Frame Contract.
- 2.6. If the order confirmation deviates from the con-

tent of our purchase order in any way, this shall be expressly stated and shall only be binding for us upon our written confirmation. In any case we reserve the right to cancel an order if it is not accepted by mutual consent within 14 days.

- 2.7. Order confirmations shall be executed at least 2 working days after receipt of order.
- 2.8. In case the order confirmation will not be executed within the period prescribed, however the Supplier deliver the goods, the contract is concluded on basis of our purchasing conditions.
- 2.9. Our Supplier shall state our purchase order number, our purchase order date, the item number and all other information we have used for a more detailed description of our purchase order on all letters and written notifications to us, in particular on order confirmations, dispatch notes, delivery notes and invoices. In the case of call orders the Supplier shall also include the relevant data of the call-up concerned.

### 3. PRICES; TERMS OF PAYMENT AND INVOICING

- 3.1. The prices stated in our purchase order and/or agreed with the Supplier shall be fixed prices. Any change during the delivery period shall be excluded, especially in the case of call orders. We will not accept price escalation clauses.
- 3.2. Prices are exclusive of statutory VAT. Changes in tax laws or other changes in circumstances and conditions shall not entitle the Supplier to increase the prices subsequently; in particular, the Supplier shall bear exchange rate fluctuations. The ordering party respectively we shall be free to choose whether to effect payment on the basis of the exchange rate which is applicable on the day of the purchase order or on the basis of the rate applicable at the due date. Invoices have to be sent under separate cover or by e-mail. Invoices for services have to be en-

closed copies of certified payroll or timesheets.

- 3.3. In case the billing of services is agreed on basis of hourly or daily rates, travel and standby time as well as travel expenses are not reimbursed separately.
- 3.4. The invoice will be issued after completion of the service/acceptance of the delivery.
- 3.5. Unless otherwise agreed payments shall be made within thirty (30) days of receipt of the goods or acceptance of the services (if applicable) at a 3% cash discount or within 90 days without deduction. If the invoice is received later than the goods, the date of receipt of the invoice shall be decisive for calculation of the cash discount period rather than the date of receipt of the goods. A cash discount may also be deducted in the case of a set-off by the Supplier.
- 3.6. Payment may be effected by means of a set-off against our counterclaims; the Supplier will be informed by us in writing within the payment period stated above if we apply this mode of payment.
- 3.7. Set-off of counterclaims of the Supplier against our claims or exercise of a right of retention shall be permitted only if the counterclaim or the right of retention has been accepted by us or established in a legally binding manner.
- 3.8. If the Supplier is a working partnership, a bank account has to be referred by placing the order on which all payments under this contract can be made with discharging effect.
- 3.9. If payments fail to be made within the payment period, then interest shall be due on the outstanding amount from the end of the payment period onward, at a rate of 1,5times the applicable base rate announced by the German Central Bank. This right shall lapse if it is not exercised in writing within six weeks of the Supplier's receiving the invoice amount. Our liability is excluded, except where we are proven to have been grossly negligent.
- 3.10. The tax identification number of the Greiner Bio-One GmbH is DE812585719. The Supplier shall be responsible for the correct ap-

plication of the sales tax law provisions concerning the particular delivery process, or for any disadvantages of GBO caused by incorrect information provided by Supplier.

## 4. DELIVERY

- 4.1. The agreed delivery dates are binding. The shipping- delivery period starts with the date of order. If there is no delivery time agreed, shipment resp. performance has to be effected immediately.
- 4.2. If a delay in shipping or performing is reasonable likely, we have to be informed immediately by stating reasons and the expected duration of the delay in written form. Section 11 applies accordingly.
- 4.3. A shipment or performance before the agreed date or a partial delivery is permitted only upon our prior written confirmation. In case of an early delivery or performance, payment and discount period according to section 3.7, shall not start before the originally agreed time.
- 4.4. We reserve the right to reschedule or postpone the delivery or performance date. The Supplier will be informed no later than 2 (two) weeks prior to the originally agreed schedule in writing, telefax or e-mail.
- 4.5. Delivery shall be at the Supplier's cost and risk. Deliveries shall be subject to the DDP clause (Incoterms 2010), delivered, duty paid, free of turnover tax on imports, to the respective Greiner works. This fully applies to dangerous goods within the meaning of the applicable German law relating to the transport of dangerous goods. Cash on delivery consignments will not be accepted. Each shipment has to include a packing slip as well as a separate delivery note for each order number indicating our PO# and item number and if necessary a copy of drawing attached to the order has to be enclosed.
- 4.6. The items delivered shall be handed over to our authorized employees at the destination. With

- respect to quantity, acceptance of the items shall take place upon their arrival at their destination; with respect to the quality, however, acceptance shall not take place until such time as they are processed or otherwise made use of. Our employees are not empowered to confirm, when taking delivery of the items, that these are free of quality defects. Should any of our employees nevertheless confirm the delivery of the items in good order/without defects, this statement shall under no circumstances be construed as confirmation that the items are free of quality defects. In all other cases, we are exempted from the obligation for inspection and notice of defects in accordance with § 377 German Commercial Law (HGB).
- 4.7. The Supplier shall, at its own expense, enter an adequate insurance on the goods to be delivered, in order to cover its potential liability from any business and supply relationship with us. In Particular the Supplier is obliged to provide an insurance certificate. In case of any insurance case, the Supplier is obliged to convey any title to us upon demand. In case the Supplier fails to provide a respective certificate, we shall be entitled – after a one-month grace period has elapsed in vain – to enter a respective insurance at the Supplier's cost.
  - 4.8. Products that are governed by special regulations – such as the German Chemicals Act – must be classified, packed and labeled in accordance with these regulations.
  - 4.9. Where technical plant and equipment are supplied, introductory training shall be provided by the Supplier to our operating personnel free of charge (i.e. in the framework of the agreed remuneration). In case the plant and equipment shall be constructed and installed by a third party, the respective construction and installation plans shall be enclosed in German (including details of all connections, the design or any plinth or pedestal that

is needed, etc. ) with the order confirmation.

- 4.10. In the case of deliveries from outside Austria, labeling must be affixed at least also in German; the operating instructions and manuals must also be in German.
- 4.11. The Supplier shall guarantee to comply with all foreign trade regulations relating to a shipment and in particular to obtain all necessary legal export approvals at its own expense.
- 4.12. The Supplier shall comply with our requirements for quality management and environmental protection.

## 5. PACKAGING AND DISPATCH

- 5.1. Regardless of which Incoterm has been agreed, the Supplier shall pack, label and dispatch the ordered goods (work) in a suitable manner, at its own cost and risk; the same shall also apply, without limitation, to dangerous goods. In this regard, the applicable community-law (EU) and German regulations must be complied with at all times. If, in exceptional cases, we should bear the packing costs ourselves, these should be invoiced to us at cost and shown separately in the invoice; the Supplier shall bear the risk for the consequences of inadequate or non-regulation packing/labeling in such a case as well. In the event that we are subject to legal action due to inadequate or non-regulatory compliant packing, identification labeling and/or dispatch of the goods (work), the Supplier shall indemnify us and hold us harmless to a full extent.
- 5.2. The Supplier shall be responsible for all consequences caused by insufficient or non compliant packaging. Goods which are damaged at delivery will not be accepted by us. It is the Supplier's obligation to close the claim with the carrier.
- 5.3. With regards to any delivery items, or remnants thereof, which have to be classified as "hazardous waste", the Supplier is obliged either to dispose of such items itself, or to

take them back for proper waste disposal, in either case at its own risk and expense. Should the Supplier fail to comply with this obligation, we shall be entitled to arrange the packaging materials to be disposed of by a third party at the Supplier's risk and expense.

- 5.4. Where goods are delivered on pallets, the Supplier shall use EUR pool pallets, which will be exchanged upon delivery of the goods.
- 5.5. Where the packing contains timber, this must comply with the applicable phytosanitary regulations of the EU.
- 5.6. We reserve the right to return the packaging to the Supplier, whereby the value will be credited to us, if the return will take place at no charge of the Supplier.

## 6. Quality control

- 6.1. In order to ensure quality, the Supplier agrees to perform all quality control functions in conformance with the Specifications. Supplier shall as a minimum be ISO registered or shall use any other comparable quality management system. Supplier shall be engaged in on-going quality improvement efforts and practices which are consistent with these or similar standards and practices and shall maintain a quality assurance system designed to identify, correct and prevent deficiencies. In order to ensure quality the Supplier shall, including but not limited to, (i) inspect and test on a regular basis, (ii) perform all quality control functions in conformance with the specifications, and in the absence of specifications, good commercial practice and as required by law and , (iii) maintain and upon request make available to us detailed inspection records, documentation and other data relating to Supplier's manufacturing process and finished quality control procedures and standards in effect.
- 6.2. We may inspect the quality management of

the Supplier during Business Hours, provided however that we provide not less than 5 business days' prior written notice to the Supplier; the inspection shall not cause any delay or failure to provide the Products and/or Services. Detailed inspection records, documentation and other data relating to Supplier's manufacturing process, quality control procedures and standards in effect shall be maintained by and made available to us upon request.

- 6.3. The Supplier shall be obliged to require its sub-suppliers likewise to give assurance of their compliance with the quality assurance measures and guaranteeing of our inspection rights under sub-section 6.2 at our request.

## 7. RECORDS AND AUDITS

Supplier shall maintain accurate records of all matters that relate to Supplier's obligations hereunder in accordance with generally accepted accounting principles and practices, uniformly and consistently applied in a format that shall permit uncomplicated audit. Supplier shall retain such records for a period of ten (10) years from the date of final payment under the purchase order to which such records relate. To the extent that such records may be relevant in determining whether the Supplier is complying with its obligations under the applicable purchase order, we and our authorized representatives shall have reasonable access to such records for inspection and audit during normal business hours and the Supplier shall provide all reasonable assistance in this respect.

## 8. INSPECTION AND ACCEPTANCE OBLIGATION / FORCE MAJEURE

- 8.1. Events of force majeure, which shall include impacts of war, riot, strikes, lock-outs and interruptions of transport and business in our

area or that of our upstream suppliers which we could not foresee and for which we are not responsible shall release us from our obligation to accept the goods for the duration of the disturbance and to the extent of its impact. In those cases claims of the Supplier for consideration or damages shall be excluded.

## 9. PASSING OF RISK

- 9.1. In all cases, risk shall pass to us only upon receipt of the delivery item at the destination named by us and complete fulfillment of all ancillary obligations by the Supplier, in particular delivery of all agreed documentation and documents (e.g. test records, instructions for operation or use, etc.), as well as its proper acceptance by one of our authorized employees. In case the delivery includes installation or assembly the risk shall pass to us upon acceptance of the installed or assembled goods by us.

## 10. WARRANTY AND LIABILITY

- 10.1. We shall not accept exclusions of liability of any kind or limitations of liability by the Supplier, in particular on the ground of warranty or damages, unless such exclusions or limitations have been expressly negotiated with us and put down in detail in writing. Accordingly, this shall apply, for example, where the statutory burden of proof is changed to our detriment or if periods are shortened, etc.
- 10.2. The Supplier shall be responsible for any default of its sub-suppliers and for their compliance with all provision agreed between the Supplier and us.
- 10.3. In the event that product liability claims are raised against us by third parties on account of defective material supplied by the Supplier, the Supplier shall indemnify

- fy us and hold us harmless to a full extent.
- 10.4. The Supplier is obliged to provide us with a complete but easily understandable instruction manual in German or English, to retain all necessary documents in safekeeping, to ensure the identifiability and traceability of the product, and also –where necessary – to recall defective goods at its own expense, immediately handing over the production documents and rendering all reasonable assistance, as well as naming the manufacturer or importer within 14 days upon demand.
- 10.5. The delivery item shall possess the promised properties, render the agreed performance and its design and material shall be state-of-the-art. The delivery item shall not have any errors and defects which eliminate or reduce the value or suitability of the same for normal use or use expected or advised when the purchase order was placed. In case the Supplier discovers any non-conformities or defects (also after delivery) of the delivery item, the Supplier will immediately inform us. This information shall include all relevant data, especially regarding the kind of defect and the item-and/or purchase order number concerned.
- 10.6. In case of any breach by the Supplier of any applicable foreign trade regulation, the Supplier shall be liable and shall indemnify and hold harmless us against all fines, orders and related costs.
- 10.7. Quality, dimensions and weight of the delivered material shall be exclusively in accordance with EN Standards. All deliveries must be in full compliance with the statutory accident-prevention regulations and safety regulations (CE conformity) applicable at the time of delivery.
- 10.8. If delivery items do not possess the promised properties or properties that we have requested, or if accident-prevention regulations or other safety provisions have not been observed, or if the delivery item is otherwise defective we shall be entitled, irrespective of the severity of the defect, to claim, at our choice, a free-of-charge repair of the defect or substitute delivery at no extra cost. If this is not possible, we shall be entitled to assert the right of repudiation of contract (cancelling the purchase) or diminution (diminishing the purchase price). In case we require free-of-charge repair the Supplier shall immediately comply with our request at its own risk and expense within 10 (ten) business days at the latest. In case the documentation is wrong, but the delivery items except documentation have no defect, the documentation has to be corrected and delivered to us within 5 (five) business days. If such replacement fails or documentation is not corrected within the said period, section 10.9. shall apply accordingly. All claims for compensation for any direct or indirect consequential damage shall remain unaffected. The acceptance of the delivery without reservations shall not be deemed as withdrawal of our legal or contractual claims.
- 10.9. If the Supplier fails to fulfill his warranty obligation within the period stated in these terms and conditions, we shall be entitled to repair the defects ourselves or have them repaired by third parties, or to obtain replacement elsewhere, at the Supplier's cost and risk. In urgent cases (e.g., to avoid interruptions to manufacturing) we shall be entitled to repair identified defects ourselves at the supplier's cost without having to grant a grace period.
- 10.10. If defects cannot be repaired on site the shipping costs shall be borne by the Supplier.
- 10.11. The warranty period shall be two years from the date the risk has passed, unless longer statutory periods apply.
- 10.12. We shall be entitled to notify defects within four weeks of receipt of the goods; in the case of hidden defects we shall be entitled to notify them within two weeks after they have been detected. Hidden defects shall include defects of the object of purchase which are identified only during processing or putting into operation in the course of normal operation. The Supplier waives



the objection of delayed notification of defects, regardless of whether such defects are hidden or not. The execution of payments by us shall not constitute a waiver of any warranty claims.

10.13. The foregoing warranty provisions shall also apply if the Supplier installs or assembles delivery items on our behalf. In that case the warranty period shall commence upon acceptance of the completely assembled items by us or our customer according to the written confirmation of acceptance.

10.14. Any order or contractual agreement between the Supplier and us does not constitute any working contract between the parties or by any person designated by the Supplier. For this purpose it is expressly agreed that the Supplier is responsible for all employer obligations, which are provided by the relevant authorities with regard to the fulfillment of the contractual obligations and in respect of a taxable income of the Supplier. We shall not be liable for payments such as loans, daily allowance, income taxes, social-insurance contributions and insurance contributions. The Supplier shall hold us indemnify and harmless in this context.

10.15. For justified complaints, which are accepted such as by the Supplier, an administration fee of EUR 150,-- will be charged to the Supplier for handling and processing this complaint. Complaints made by us are then regarded as justified if delivered goods and/or services do not comply with our orders or order confirmations of Supplier, which – in case of deviation from our order - will only gain validity by acceptance of us; and as well as any deviation from specifications.

## 11. DELAY, CANCELLATION AND PENALTY

11.1. If the Supplier is in default with its delivery or performance, or if it delivers or performs contrary to the terms of the Contract, we shall

be entitled – without prejudice to any rights going beyond the following – to revoke the Contract, either immediately or after granting a 7-day grace period, or to insist on performance of the Contract. We shall have these same rights in the event of bankruptcy proceedings being instituted against the Supplier, or of a petition filed for the institution of such proceedings being dismissed on the grounds that the assets would be exhausted by costs.

11.2. In the event of default or contractually non-compliant delivery or performance, we shall also be entitled to demand liquidated damages – which is not subject to the judicial law of restraint - of no more than 25% of the total order amount. In the event of delayed delivery, we shall be entitled to demand liquidated damages – which is not subject to the judicial law of restraint - of 1% of the total order amount for each day by which the delivery period or performance period has been exceeded, up to a maximum of 25% of the total order amount. These rights of us shall apply irrespective of any acceptance of delayed deliveries or performance. However this shall not be the sole remedy for non- or delayed delivery and shall not affect any other rights which we may have in this regard.

11.3. We shall also be entitled to claim the liquidated damages in cases where the Supplier is not to blame for the failure to meet the delivery or performance deadline. In case the default is attributable to force majeure, or to circumstances in our sphere, then the Supplier's obligation to pay the liquidated damages shall still apply; if, however, the Supplier immediately notifies us of any such circumstances, evidencing them when so requested, then the delivery/performance period or deadline shall be extended by the length of time for which these circumstances apply; the liquidated damages then serve to ensure that this extended period of time or dead-line is complied with, except where this would impose unreasonable com-

mercial hardship on the Supplier. Lawful strike action, or the fact that materials, workpieces or finished goods have turned out to be rejects, shall not constitute cases of force majeure.

- 11.4. The above provision regarding liquidated damages in the event of delayed fulfillment shall also apply – without limitation – in respect of liquidated damages agreed for other reasons (e.g. in order to ensure special attributes).
- 11.5. We are entitled to withdraw from the contract or a specific order until no later than 6 weeks before the agreed delivery or performance date (i.e. before the end of the agreed delivery or performance period); in this case, damage claims from the Supplier shall be excluded.

## 12. COMPLIANCE

The Supplier acknowledges that GBO has established a strict code of conduct and that the Supplier's continuous and strict adherence to all laws and regulations and this code of conduct is a precondition for GBO to contract and continue to do business with the Supplier. The Supplier undertakes to strictly comply at all times during this Agreement with the Greiner Code of Conduct, [https://www.gbo.com/file-admin/user\\_upload/Downloads/Others/Code-of-Conduct\\_Greiner-Group\\_2011\\_en.pdf](https://www.gbo.com/file-admin/user_upload/Downloads/Others/Code-of-Conduct_Greiner-Group_2011_en.pdf), in its most current version, and all applicable laws and regulations, especially the U.S. Foreign Corrupt Practises Act of 1977 (as amended), local antitrust, anti-corruption and anti-bribery including anti-commercial bribery laws and regulations. Neither the Supplier, nor any of its directors, officers, employees, or agents will make or offer to make any payment or gift directly or indirectly to any third party, including any employee, officer or representative of any governmental entity or authority or to any political party or candidate. The Supplier shall use all reasonable endeavours that its own

suppliers commit to the principles as outlined in the Greiner Code of Conduct and comply with these principles. GBO reserves the right to audit the Supplier during business hours upon prior written notice with regard to compliance with the terms of this Agreement and all applicable laws and regulations including the Greiner Code of Conduct. In case of non-compliance, GBO reserves the right to terminate this Agreement at any time with immediate effect by written notice to the Supplier.

## 13. INDUSTRIAL PROPERTY RIGHTS

- 13.1. The agreed purchase price pays for the acquisition of the industrial property rights (and in particular of patents) to the extent that such acquisition is necessary in order that we may use the supplied items as contractually agreed, especially to freely use, partly or completely remake, and resell the item(s) supplied.
- 13.2. Where licenses are needed, these shall be provided by the Supplier at no additional costs for us. We are entitled to use, free of charge, any inventions made by the Supplier in the course of executing our order.
- 13.3. The Supplier shall be liable that no proprietary rights of third parties are infringed by his services or by our use of the supplied items and services purchased from him. The Supplier shall fully indemnify and hold us harmless from all liability in the case of infringements, if any.
- 13.4. Any work result of the Supplier based on the drawings, specification and data which has been provided by us and/or our affiliates, shall be owned by us and/or our affiliates and only we and/or our affiliates shall be entitled to apply for Intellectual Property Rights world-wide including applications thereof.



## 14. TRANSFER / ASSIGNMENT

- 14.1. The Supplier's delivery obligation vis-à-vis us shall not be transferred to third parties without our prior written consent.
- 14.2. The Supplier shall not be entitled to assign his claims vis-à-vis us under the delivery or service contract to third parties without our prior written consent.
- 14.3. Any transfer or assignment effected in violation of these provisions shall be legally ineffective.

## 15. SUBCONTRACTORS

- 15.1. The Supplier undertakes to inform us in writing of all subcontractors which provide supplies or assistance to the performance of Supplier under the contract. Subcontractors not named in the contract or purchase order require our prior written consent which shall not be unreasonably withheld.
- 15.2. Should we give our consent, the Supplier shall ensure that the subcontracts are organized in such a manner that the Supplier can fulfill its obligations towards us without restriction.
- 15.3. The Supplier ensures that we are entitled to inspect all work currently being performed on the Supplier's and/or subcontractors' premises at any time and will obtain information on the latest status of the work on site.
- 15.4. Regardless of the party providing the Products and/or Services, the Supplier shall be always the responsible contractual party and no information provided to us about the subcontractor nor shall the approval of the Ordering Party regarding the subcontractor release the Supplier from its obligations out of the Agreement towards us.

## 16. ACCESS

- 16.1. Whenever the Supplier enters our prem-

ises, the Supplier shall comply with our then-current security policy and other relevant policies in force from time to time, a copy of which we will provide upon request.

- 16.2. We shall, upon reasonable prior notice to Supplier and at no additional charge, have reasonable access to Supplier's premises during normal business hours in order to observe Supplier's work in connection with the delivery items.

## 17. DOCUMENTS MADE AVAILABLE AND CONFIDENTIALITY

- 17.1. Documents of any kind, such as descriptions/specifications, specimens, drawings, models, tools, moulds and any other items which we have made available to the Supplier shall remain our property.
- 17.2. The Supplier shall not be allowed to use our documents for his own purposes or to make them available to third parties unless a direct connection to the order to be processed exists. The documents including copies thereof, if any, shall be returned to us without request not later than at the time they are no longer needed by the Supplier for execution of services or deliveries or upon our demand. The documents shall be returned to us free of charge.
- 17.3. The Supplier shall inspect these documents immediately upon receipt. Deviations from the same shall only be permissible if we have consented thereto in writing. If the documents contain technical or other defects/errors, the Supplier shall inform us thereof immediately upon identification of the same.
- 17.4. The Supplier undertakes to keep all technical and commercial data regarding us secret (confidential information), unless they are already in the public domain. This shall apply, in particular, to the documents listed in Clause 17.1 and to information on prices and conditions.
- 17.5. Access to confidential information shall be limited to those staff members, employees, agents

or other third parties to be considered attributable to the Supplier who are absolutely necessary for the execution of the contract, and all third parties mentioned above shall be informed by the Supplier of the obligation to maintain secrecy defined herein and shall be obliged accordingly. It is expressly agreed by the Supplier that confidential information of the Supplier may be accessible to affiliated companies of us in the meaning of § 15 Austrian Stock Act (AktG) in its then current version, as well as to customers of us in the course of audits of our premises.

- 17.6. The Supplier's obligation to maintain confidentiality in respect of all data and business secrets, and to impose this obligation on all persons working for it, continues unchanged even after any termination of the contractual relationship; it also applies to those data and business secrets to which the Supplier or the persons mentioned in section 17.5 only become party in the course of further, yet-to-be-conducted Contract negotiations, or in any other way, even if these negotiations do not lead to the formation of a contract.
- 17.7. The notification of confidential information and any possible communication of documents, samples or models shall establish no right for the Supplier to industrial property rights, know-how or copy rights. The Supplier shall not be entitled to deduce any rights, in particular trademark solely from knowledge of confidential information.
- 17.8. Based on the passed confidential information to the Supplier, the Supplier shall not be entitled to assert industrial property rights, in particular prior use of patent, against us.

## 18. MOULDS AND TOOLS

- 18.1. Tools or moulds manufactured or procured by the Supplier on our behalf shall become our sole property upon manufacturing or pro-

curement by the Supplier. Delivery shall be replaced by the Supplier keeping such tools for us at no cost. The costs of such safe-keeping shall be included in the purchase price.

- 18.2. During safe-keeping the Supplier shall be liable for any form of deterioration or loss of the tools or moulds.
- 18.3. The Supplier undertakes to take out insurance for the tools and moulds against theft, fire, loss and any form of deterioration at his own cost and to present evidence thereof at our request.
- 18.4. The Supplier shall maintain the tools and moulds at his cost.
- 18.5. The Supplier shall not be allowed to pass tools and moulds on to third parties or to use them for his own or other than his own purposes.
- 18.6. We shall be entitled to make the tools and moulds available to third parties for manufacturing of parts for us, to repair the tools and moulds ourselves or have them repaired by third parties for our own purposes and to replace or alter them.
- 18.7. We shall be entitled to take away the tools from the Supplier if parts are not delivered in time or properly. We reserve the right to take away tools also if the Supplier demands prices for future deliveries of parts that exceed the prices agreed for the first delivery of our tools and moulds.

## 19. MINIMUM WAGE

The Supplier is obliged to pay the stipulated minimum wage to its employees engaged in fulfilling the contractual obligations towards us according to the specifications and conditions of the general minimum wage law in respective valid version. The Supplier shall ensure compliance with the general minimum wage law by its re- and/or subcontractors.

## 20. PLACE OF PERFORMANCE / PLACE OF JURISDICTION; CHOICE OF LAW

- 20.1. The place of performance or deliveries and services of our Supplier shall be the place of receipt specified (prescribed) by us.
- 20.2. All disputes arising out of or in connection with this contract, which cannot be solved amicably, shall be finally settled before the competent court of Stuttgart, Germany. We may also bring action in the court having jurisdiction over the registered office of the Supplier.
- 20.3. Any matter or dispute shall be governed, interpreted and construed in accordance with German law except the rules of UNCITRAL and IPRG (International Private Law).

any entitlement to reimbursement of costs.

## 21. GENERAL PROVISIONS

- 21.1. Each party warrants to comply with all applicable data protection regulations and laws.
- 21.2. All business correspondence must be conducted solely with our Purchasing Department.
- 21.3. The contract concluded by and between us and the Supplier shall remain binding also in the case that individual provisions of the contract or of these terms and conditions of ordering are legally ineffective. Ineffective provisions or terms and conditions shall be replaced in good faith by a regulation that comes as close as possible to the purpose of the ineffective provision or condition and ensures that the economic purpose of the contract can be achieved.
- 21.4. The Supplier may only advertise the cooperation after seeking our written permission. This may be revoked at any time without any need to provide reasons, and this shall result in immediate cancellation/omission from further use (for advertising purposes, reference lists, press releases, etc.) without

valid from: May 2015

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