

General Purchase Terms of UNIFERM GmbH & Co. KG

September 2016

I. General Terms

1. The following purchase terms will apply to goods and services provided by the Supplier to UNIFERM GmbH & Co. KG (hereinafter referred to as "UNIFERM"). This will also apply to future business relations even where the purchase terms are not expressly agreed on. Purchase terms by the Supplier contrary to or deviating from our delivery and payment terms will not be recognized unless UNIFERM explicitly approved their validity in writing. The present purchase terms will apply even where goods and services are accepted without reservations despite knowledge of terms contrary to or deviating from the purchase terms.
2. Amendments of, addenda to the contract and verbal ancillary agreements will only apply if confirmed in writing by UNIFERM.
3. Where other written agreements were concluded between the Supplier and UNIFERM they will take precedence. Where necessary they will be supplemented by the present purchase terms.
4. The present purchase terms will only be valid in relation to companies in accordance with § 310 Sect. 4 BGB (Civil Code).

II. Order

1. Only a written order or orders confirmed in writing will be valid. The deadline by which the Supplier can declare acceptance of the delivery is five work days. Thereafter, UNIFERM will no longer be bound to the order.
2. The assignment of subcontracts and hiring of subcontractor will require the prior written consent of UNIFERM.
3. Changes of the delivery item may be requested even after conclusion of the contract if reasonable for the Supplier. Extra costs or reduced costs and any impact on the delivery date are to be adequately taken into account.

III. Prices/Payment

1. The price quoted on the order will be binding. If there is no deviating written agreement, the price includes "door delivery" including packaging, any charges (but excluding VAT) as well as customs formalities and duties.



2. Invoices are to quote the UNIFERM – order number and order date and are to be sent to the following address in all cases, even in the case of a different delivery address:

UNIFERM GmbH & Co. KG
Brede 4
59268 Werne

3. Unless otherwise agreed in writing payment is within 30 days with 3 % discount or within 90 days (net..?) - calculated as from delivery of the good/service free of defects and receipt of the invoice. UNIFERM has rights of set off and retention as regulated by law.

IV. Packaging

The goods are to be packaged in a way that is safe for transport. Packaging is to be taken back on a freight-paid basis.

V. Delivery Dates

1. The delivery dates quoted on the order will be binding.
2. The Supplier is obligated to inform UNIFERM in writing immediately where circumstances arise or become recognizable on the basis of which it can be concluded that the agreed delivery dates cannot be complied with. In urgent cases verbal notification in advance is necessary.
3. Non-compliance with agreed binding delivery dates will entitle UNIFERM to rescind the contract without giving notice of default or stipulating a period of grace and to demand compensation for non-performance. Beyond this, and in all other cases UNIFERM will be entitled to the statutory claims.

VI. Place of Performance/Assumption of Risk/Documents

1. Delivery is to be free of charge to the address quoted on the order. Where there is no deviating written agreement, the risk will pass to this address upon the proper handover of the item.
2. An order number quoted on the order is to be specified in all correspondence and on all shipping papers, delivery notes and invoices.

VII. Material Defects

1. UNIFERM will inspect the goods received for visible quality and quantity defects within an adequate period of time. A report of defects or a missing quantity will be regarded as having been filed in due time if received within five work days after delivery-in the case of hidden defects, after detection- by the Supplier.



2. UNIFERM is entitled to the full statutory defect claims; in every case UNIFERM will have the right to choose between rectification of the defect or delivery of a new item. The right to damage compensation, in particular to damage compensation in lieu of payment is expressly reserved.
3. UNIFERM has the right to rectify the defect personally or have it rectified by third parties at the Supplier's expense in every case where there is imminent danger or particular urgency.
4. The Supplier guarantees that all goods and services are state-of-the-art and comply with the international and national legal regulations and the provisions and guidelines of the authorities, professional associations, and trade associations.
5. Where primary materials are supplied for food production, compliance with all applicable food law provisions and the agreed specifications is guaranteed. The Supplier will moreover be obligated to immediately take back the entire consignment at his own expense upon request by UNIFERM where there is a complaint against part of the delivery and to assume the costs thereby incurred to UNIFERM.
6. The statute of limitations for material defect claims is 36 months starting from the date of passing of risk unless the law prescribes a longer deadline.

VIII. Legal Defects

1. The Supplier guarantees that no third party rights are infringed in connection with his delivery.
2. Where claims are made by a third party against UNIFERM due to a breach of protected rights in connection with the delivery, the Supplier will be obligated to indemnify UNIFERM against these claims upon the first written request.
3. The Supplier's duty of indemnification refers to all expenditure incurred to UNIFERM from or in connection with the litigation by the third party.
4. The statute of limitations is ten years as from litigation by the third party, but ten years after conclusion of the contract.

IX. Product Liability

1. The Supplier is obligated to compensate all damage incurred to UNIFERM due to a defect of a product supplied by him and to indemnify UNIFERM upon first request against all third party damage compensation claims. "Damage" as referred to above is defined as all costs incurred to UNIFERM due to a case of third party liability (e.g. damage compensation payments to third parties, costs of legal defense, installation and removal costs, product recall costs, own administration costs for loss adjustment). Other statutory claims will remain unaffected.
2. Upon request, the Supplier must prove that he has adequate insurance coverage. An insurance total of 10 million Euros per personal injury/material damage (lump-sum) for the area of product third party liability insurance will be

regarded as sufficient. The existence and extent of insurance policies will not exclude damage compensation claims going beyond this.

X. Retention of Title

To the extent that UNIFERM provides the Supplier with parts or materials he will retain ownership thereof. Processing or conversion by the Supplier will take place for UNIFERM: Where goods subject to the retention of title are processed with other items not owned by UNIFERM, UNIFERM will acquire co-ownership in the new item on the basis of the ratio of the value of the item provided to the other processed items at the time of processing.

XI. Production Documents

1. Models, samples, drawings, calculations or other documents which UNIFERM provided to the Supplier for performance of the order represent UNIFERM - know-how and will remain the property of UNIFERM. They are to be used exclusively for performance of the order and may not be provided to third parties for inspection or otherwise for disposal without express written consent.
2. UNIFERM reserves the property and copyrights to illustrations, drawings, calculations and other documents; these documents may not be made accessible to third parties without express written consent. They are to be used exclusively for production on the basis of the order. After completion of the order they and any copies thereof are to be returned to UNIFERM unsolicitedly. A right of retention is expressly excluded. To the extent that UNIFERM documents were stored electronically these data are to be deleted definitely after completion.

XII. Confidentiality

The Supplier is obligated to maintain confidentiality regarding UNIFERM know-how and all other business and technical details as well as other operational processes disclosed to him through the business relationship with UNIFERM as a business secret for as long as these details or operational processes are not publicly disclosed independent of UNIFERM's conduct. Subcontractors are to be subjected accordingly to the duty of confidentiality. The duty of confidentiality will apply even after termination of the contract.

XIII. Social responsibility

UNIFERM expects from its business partners compliance with the internationally recognized and applicable Laws relating to human rights. This includes those Laws related to the protection of employees, which require that there is no form of forced labor or corporal punishment and no child labor within the meaning of the applicable national Laws, that employees shall not be illegally discriminated

against and that Laws on the working hours, wages and other workplace Laws shall be complied with.

XIV Anti-corruption

Business partners will not directly or indirectly, in private business or public sector dealings, offer, give or agree to offer or give any payment, gift or other advantage with respect to any matters which are the subject of these Terms which would violate any anti-corruption laws or regulations; is intended to, or does, influence or reward any person for acting in breach of an expectation of good faith, impartiality or trust; or which a reasonable person would otherwise consider to be unethical, illegal or improper.

XV. Data Protection

1. UNIFERM will store contractual data where they are necessary for the proper performance of orders placed.
2. The decision by UNIFERM regarding the conclusion, performance and termination of contracts may depend on office information in the individual case. The latter is based on probability values, the calculation of which incorporates address data inter alia.
3. The provisions of the Federal Data Protection Act will remain unaffected.

XVI. Miscellaneous Terms

1. The place of jurisdiction for all disputes arising from or in connection with the contract is the court having jurisdiction for Werne, to the extent permitted by law. However, UNIFERM also has the right to sue the Supplier at his headquarters or subsidiary site.
2. German law will apply exclusively to the contract with the exception of the UN Sales Convention (CISG).
3. Should a term of the present business terms or a term of any other contractual agreement be or become invalid this will not affect the overall validity of these terms/agreements. In this case the contractual parties will be obligated to replace the invalid term with a term which comes as close as possible to the original economic purpose.