

## General Terms of Purchase B2B

### Section 1 Scope

- (1) The following conditions apply for all contracts concluded between ourselves and the Vendor for the delivery of goods. They also apply to all future business relations, even if they are not expressly agreed again. Deviating terms and conditions of the Vendor not expressly acknowledged by us are not binding on us, even if we do not explicitly contradict them. Our Terms and Conditions also apply if we accept a delivery without reservation from the Vendor in awareness of the Vendor's terms and conditions which are contrary to, or deviate from, our Terms and Conditions.
- (2) All agreements which are made between us and the Vendor in connection with the purchase contracts, must be set out in writing in the purchase contracts, these conditions and our orders.
- (3) These Terms and Conditions only apply to those parties listed in Section 310 Para. 1 of German Civil Code (BGB).

### Section 2 Quotation and Conclusion of Contract

- (1) We are bound for two (2) weeks to the quotation for conclusion of a contract (order). Within these two weeks the Vendor can only refuse to honour the quotation by sending us a written explanation.
- (2) We retain title to all parts, drawings, plans, and other documents supplied by us. All intellectual property rights to these documents are reserved. The Vendor may only make use of these, other than for the purposes of this contract, and/or pass them to third parties, or make them available to third parties with our written permission. After completion of the contract the Vendor must return these to us at his cost, without waiting for a request from us and without delay, unless return conflicts with statutory storage obligations. The duty of confidentiality also applies after completion of this contract until such time as the transmitted information can be regarded as being in the public domain.

### Section 3 Payment

- (1) The price shown by us in the order is binding and is expressed in Euro (€) and free house, unless otherwise agreed between the parties. Packaging costs are included in the price, as well as toll and current energy surcharge and the legally applicable VAT. All invoices from the Vendor must show our order number.
- (2) We pay, unless otherwise agreed, within ten (10) working days, calculated from receipt of a correct invoice, which requires prior delivery of goods by the Vendor, with three per cent (3%) prompt payment discount deducted, or net within thirty (30) days. Deduction of prompt payment discount is permitted in the case of set-off or retention due to defects. In the case of delivery of defective goods we are entitled to deduct prompt payment discount if we pay within ten (10) working days upon delivery of acceptable replacement goods.
- (3) If goods are accepted on an early delivery, the due date for payment of the purchase price is based on the originally agreed delivery date.
- (4) Execution of payment by us does not imply acceptance of the Vendor's supplies as meeting contract conditions.
- (5) We reserve the full scope of legal rights of set-off and retention available to us. We are entitled to transfer all entitlements arising from the purchase contract without requiring approval from the Vendor.
- (6) The Vendor only has rights of set-off and retention in relation to undisputed or legally established claims. He is not entitled to assign claims arising from this contract without our written agreement, nor to pledge them nor to allow his claims against us to be collected by a third party. This does not apply to an extended retention of title.

### Section 4 Delivery due date

- (1) The delivery period or due date quoted in the order are binding on the Vendor.
- (2) Part-deliveries are only permitted with our agreement.
- (3) The Vendor is required to inform us immediately, if he becomes aware before delivery, or would be so aware if proper care were

applied, that delivery within the agreed delivery time with the contractually agreed quality and quantity is not possible. He must also put forward proposals for the fastest possible supply of the goods and services as defined in the contract.

- (4) If the Vendor defaults, all legal claims are available to us.

### Section 5 Warranty

- (1) We will inspect delivered goods by visual incoming inspection for obvious defects, transport damage and identity and will report defects detected thereby to the Vendor within fourteen (14) working days upon delivery. In case of defects which are not detectable at the time of incoming inspection the aforementioned complaints period starts with the discovery of the defect. To that extent the Vendor waives the objection of delayed complaint.
- (2) We can avail ourselves of the legal claims procedure for defects against the Vendor and he is liable to us within the scope of law. Claims for defects become statute-barred after sixty (60) months from transfer of risk, unless different terms have been agreed.

### Section 6 Vendor's Liability and Insurance Cover

- (1) If claims for damages are made against us by third-parties due to a product fault for which the Vendor is responsible, the Vendor must indemnify us upon our initial request from all claims from third parties, including the necessary costs for defending ourselves against these claims, if the cause of the product fault is attributable to the Vendor's area of control and organisation.
- (2) If we have to carry out a product recall because of a claim as defined in Section 6 (1), the Vendor is required to reimburse us for all costs which arise out of or in connection with the product recall we carry out. We will, as far as permitted and reasonable, inform the Vendor about the content and scope of the product recall and offer him an opportunity to react. Further legal rights to claim are unaffected by this.
- (3) The Vendor is required to take out a product liability insurance with a sum insured suitable for the products and to keep this up-to-date (the level of the sum insured depends on the type of product and shall be agreed upon individually). Further legal rights to claim are unaffected by this.
- (4) If a claim is made against us by a third party, because the goods supplied by the Vendor infringe intellectual/industrial property rights of a third party, the Vendor undertakes to indemnify us against any such claims upon our initial request, including all necessary expenses which we incur in connection with the third party's demands and our defence against them, unless the Vendor did not act in a culpable manner. The limitation period for these indemnification claims is sixty (60) months, starting from the transfer of risk.

### Section 7 Data Protection

We refer to our privacy notice on [www.schollglas.com](http://www.schollglas.com).

### Section 8 Jurisdiction/Place of Performance/Applicable Law

- (1) Provided the Vendor is included in the groups defined in Section 310 Para. 1 of German Civil Code (BGB), our registered office is the place of jurisdiction; however, we are entitled to proceed against the Vendor at the court of its place of residence.
- (2) The contract shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and without regard to its provisions on the Conflicts of Laws.
- (3) Unless otherwise stipulated in the order confirmation, our registered office shall be the place of performance.