

## General Terms and Conditions of Purchase the Geiger Group (Status: April 2020)

### 1. Scope

1.1. These General Terms and Conditions of Purchase shall apply exclusively to all our orders. Our General Terms and Conditions of Purchase shall also apply if we accept the delivery without reservation or make payments in the knowledge that the Supplier's terms and conditions conflict with or deviate from our General General Terms and Conditions of Purchase.

1.2. Deviations from these General General Terms and Conditions of Purchase and their execution are only effective if they have been confirmed in writing by our purchasing department. Confirmed deviations apply to the specific individual case without effect for the future. Information transmitted by fax, EDI or email shall be deemed equivalent to the written form.

1.3. These General Terms and Conditions of Purchase replace all previous General Terms and Conditions of Purchase. The General Terms and Conditions of Purchase shall also apply to all future business transactions with us without us having to refer to them again in each individual case.

1.4. Individual written agreements made with the Supplier in individual cases, e.g. framework agreements, quality assurance agreements, condition agreements and other written collateral agreements, supplements and amendments thereto, shall in any case take precedence over these General Terms and Conditions of Purchase.

1.5. These General Terms and Conditions of Purchase shall only apply vis-à-vis entrepreneurs pursuant to § 310 para. 4 BGB (German Civil Code) and for the benefit of all companies affiliated with us (hereinafter referred to as „we“ or „GEIGER“). A list of the companies affiliated with us can be viewed at [www.geigergruppe.de](http://www.geigergruppe.de).

### 2. Purchase orders / condition agreements

2.1. Only written orders are binding. The same applies to other legally relevant declarations and notifications made before or after conclusion of the contract. Notwithstanding any offers to the contrary, contracts shall be concluded exclusively on the basis of GEIGER's orders in conjunction with these General Terms and Conditions of Purchase. If we have concluded a condition agreement with the Supplier, the terms and conditions (including purchase prices, conditions and delivery periods, etc.) set forth in the condition agreement shall apply to the purchase orders; the condition agreement in force at the time of the purchase order shall be decisive. If the purchase order contains terms and conditions for delivery that differ from those set out in the purchase order, the terms and conditions of the condition agreement take precedence in case of doubt, unless we expressly agree otherwise with the vendor in writing.

2.2. We expect a written order confirmation for each order within a period of 3 working days with reference to the order (order number or similar). Alternatively to the paper form, the order confirmation can also be sent by email ([einkauf@geigergruppe.de](mailto:einkauf@geigergruppe.de)).

2.3. The Supplier must notify us of obvious errors (e.g. typing or calculation errors) and incompleteness of the order including the order documents for the purpose of correction or completion before acceptance, insofar as he can reasonably recognize such errors; otherwise the contract shall be deemed not to have been concluded. In the Supplier's offers, all deviations from the specifications in GEIGER's enquiries regarding quantities and quality must be clearly marked. Our orders can only be accepted without delay, at the latest within seven (7) calendar days from the date of the order by written confirmation or by unconditional dispatch of the goods. Acceptance is understood to be without reservation. GEIGER may also withdraw from the order in whole or in part after it has been placed. In this case, GEIGER shall reimburse the Supplier for any expenses incurred up to that point in time on the basis of the order, and GEIGER shall be entitled to accept any goods or production results resulting from such expenses.

2.4. Information transmitted by fax, email or EDI (Electronic Data Interchange) shall be deemed equivalent to the written form.

2.5. We reserve all property rights, copyrights, rights of use, exploitation and any other industrial property rights to order documents (in particular drawings, illustrations, plans, calculations, bills of quantities and calculations, product descriptions and other documents). These order documents are to be used exclusively for the contractual performance and may not be made available to third parties without our express prior written consent. They are subject to secrecy within the meaning of § 16. The order documents shall be returned to us without request as soon as they are no longer required for the execution of the

order. Without our prior written consent, the Supplier is not entitled to change or modify services, in particular products (including their raw materials, components, composition) or processes or to have them performed by third parties (e.g. subcontractors). The same applies to changes in agreed specifications, analysis methods or the change of subcontractors.

2.6. Offers and cost estimates are binding for at least 5 weeks from receipt by GEIGER. These are free of charge for GEIGER, as are any test certificates.

### 3. Prices / terms of payment

3.1. The fixed price stated in GEIGER's order is binding. Unless otherwise agreed, the prices stated in the order are fixed prices „DDP - respective delivery address“ („Delivered Duty Paid“) according to INCOTERMS 2010. They are binding and are net prices without statutory VAT. The latter must always be shown separately.

3.2. Incidental costs (e.g. proper packaging, transport costs including any transport and liability insurance), taxes, customs duties and other charges - with the exception of VAT - shall be borne by the Supplier. Exceptions to this can be regulated in individual contracts with the Supplier. The Supplier must take back packaging material at our request and at his own expense.

3.3. If additional import taxes or customs duties (e.g. punitive duties due to dumping etc.) are levied on the products to be delivered, we shall have the right to withdraw from the contract - notwithstanding the cost-bearing provision in § 3.2.

3.4. Invoices shall be issued in duplicate for each order separately and shall state the order number, the order reference and the order date after complete delivery or, if acceptance should be required, after acceptance. If any component is missing, GEIGER shall be entitled to reject the invoice. The value added tax must be shown separately on the invoice in accordance with tax regulations. The Supplier shall be responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible. GEIGER shall withhold payments until an invoice corresponding to GEIGER's requirements as well as the corresponding delivery documents have been sent, whereby GEIGER shall not be in default for this period. Delivery documents also include all specifications from GEIGER's Technical Order and Delivery Specifications, such as works test certificates. The delivery of the complete documentation, including spare parts documentation, is part of the order. Payment periods shall commence at the earliest upon receipt of the associated delivery including all required documents (including freight documents, delivery notes, certificates of origin, Supplier's declarations, etc.) respectively receipt of an invoice which meets GEIGER's requirements.

After receipt of the deliveries, our payments shall be made with a 4% discount (on the net amount) within 15 days after correct receipt of the invoice and complete delivery or acceptance or within 30 days after receipt of the invoice and complete performance of the service or acceptance of delivery without deduction unless otherwise agreed. The receipt of the remittance order at our bank counts for the observance of the deadline. Payments shall be made subject to the results of GEIGER's inspection of goods and quantities. Any payment before expiry of the inspection and complaint periods mentioned in § 7 does not mean that GEIGER has inspected goods or quantities delivered by the Supplier, waived the complaint of quality or quantity deviations or approved the delivery. Any amounts overpaid due to quality or quantity deviations detected shall be reimbursed by the Supplier. The payment therefore neither contains a statement about the quality of the delivery nor does it restrict our rights.

3.5. We do not owe any maturity interest. The Supplier's claim for payment of interest on arrears remains unaffected. In the event of default of payment, however, we shall only be liable to the amount of the statutory default interest. A due date can never arise before delivery to us and receipt of the invoice.

3.6. We are entitled to set off and retention rights to the extent permitted by law. The Supplier shall only be entitled to set off and assert a right of retention if the counterclaim used for this purpose is undisputed, ready for a decision or has been established as final and absolute by court decision.

### 4. Delivery time

4.1. The delivery times or delivery dates specified in the purchase order or in any condition agreement are binding. The receipt of the goods by GEIGER or the receiving point determined by GEIGER is decisive for compliance with the delivery dates. If a delivery period is specified in the purchase order or in any condition agreement, it shall commence on the date of receipt of the purchase

order. If no delivery period has been agreed, the Supplier shall deliver as soon as possible. A concretization of the delivery date must be realized by both parties within 1 week after the order date at the latest. The target delivery date shall be no longer than four (4) weeks from the date of receipt of the order. The delivery date is the day of arrival of the delivery at the destination specified by us.

4.2. The Supplier shall be in default, without the need for a reminder, if he fails to deliver or perform in whole or in part on the agreed delivery date or at the latest on expiry of the agreed delivery period. If it becomes apparent that delivery times or dates - for whatever reason - cannot be met, the Supplier must contact us immediately.

4.3. If the Supplier does not perform its service or does not perform it within the agreed delivery period or if the Supplier is in default, our rights - in particular to withdraw from the contract and to claim damages - shall be determined in accordance with the statutory provisions, subject to the provision in paragraph (4). We do not accept limitations of liability. The acceptance of delayed deliveries does not constitute a waiver of the rights to which we are legally entitled.

4.4. Deliveries must be made on workdays (Monday to Friday) during normal business hours. The signing of the delivery note or the actual acceptance of the delivered goods does not imply any statement as to whether the delivery meets the specifications. In case of overdeliveries or early delivery, GEIGER reserves the right to refuse acceptance of the delivery at the expense of the Supplier or to value the corresponding invoice on the basis of GEIGER's required quantities. The weights, quantities and dimensions determined by GEIGER in the incoming goods inspection shall be decisive for GEIGER upon settlement of the invoice.

4.5. Should we or, in the case of drop shipments, our customers not be able to accept the goods due to force majeure, including strikes, lockouts, transport disruptions and operational disruptions in our area for which we are not responsible, we shall be released from our obligation to accept the goods for this period. Claims of the Supplier for consideration as well as compensation are excluded in these cases.

## **5. Partial delivery, dispatch, transfer of risk, reservation of title by the Supplier**

5.1. Partial deliveries or partial services require our consent.

5.2. Deliveries shall be made „DDP - respective delivery address“ in accordance with INCOTERMS 2010 and a dispatch note shall be sent to us at the latest upon dispatch of the goods.

5.3. The risk shall not pass until the goods are transferred to the place of destination specified in the order. In cases where acceptance is provided for by law or contract, the risk shall not pass to us until acceptance.

5.4. The transfer of ownership of the goods to us is unconditional and free of rights of third parties and without regard to the payment of the purchase price. All forms of extended or prolonged retention of title are excluded in any case, so that any retention of title declared effective by the Supplier is only valid until payment for the goods delivered to us and only for these goods.

## **6. Quality / documentation / spare parts**

6.1. The deliveries shall comply with the statutory provisions applicable at the time of delivery, with the highest and most recent state of the art (as a minimum, in particular the technical rules according to DIN, VDE, VDI, DVGW) as well as, in particular, with the relevant environmental regulations, and shall comply with the agreed specifications and have the generally expected properties and be suitable for any purpose specified by GEIGER. In particular, the Supplier shall comply with any relevant safety regulations (e.g. German Product Safety Act (Produktsicherheitsgesetz), CE Directives, etc.). Unless required by law anyway, the Supplier undertakes to provide appropriate evidence of compliance with the above points by submitting documents at our request. Materials and equipment to be included in the goods supplied by the Supplier are new. In particular, the Supplier warrants to GEIGER with respect to each delivery and service that they comply with all specified or applicable data and requirements which are applicable or agreed upon in this respect. Furthermore, the Supplier warrants that all deliveries and services are in perfect working order and that the documentation or description is complete and free of defects. In addition, the Supplier warrants that he transfers to GEIGER the complete and unimpaired ownership of the delivered goods and that other services are also free from defects of title.

6.2. The Supplier warrants that its deliveries comply with the provisions of Regulation No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation), in particular the following obligations. This also applies if the Supplier is not domiciled in the EU; the Supplier must then ensure that the deliveries comply with the provisions of the REACH Regulation in its latest version. If the Supplier is a non-EU manufacturer, it undertakes to appoint a natural or legal person established in the EU to fulfil the obligations for importers as its sole representative (see Art. 8 REACH Regulation). In the event of a change of the sole representative or cessation of his activities, the Supplier must inform us immediately; the Supplier must in any case appoint a new sole representative immediately. The substances contained in the delivered goods have been pre-registered or registered as far as required under the provisions of the REACH Regulation. The Supplier shall comply with all obligations applicable under the REACH Regulation, in particular any necessary safety data sheets and information pursuant to Art. 31 et seq. REACH Regulation without

being requested to do so. The Supplier warrants that the delivered goods do not contain any substances of very high concern within the meaning of Art. 57 of the REACH Regulation and no substances on the currently valid list of substances that are candidates for inclusion in Annex XIV (so-called candidate list) pursuant to Art. 59 of the REACH Regulation. He will inform us immediately and without request in writing, stating the concentration in mass percent, if a delivered product - for whatever reason - contains such substances. This shall apply in particular in the event of an extension/addition to the candidate list.

6.3. The Supplier further undertakes that the products he supplies meet all requirements of Regulation (EC) No. 1272/2008 (CLP Regulation). In particular, the non-EU Suppliers guarantee that their sole representative for the delivered products has carried out the notification in the classification and labelling inventory according to Art. 39-42 CLP Regulation.

6.4. The Supplier shall ensure that electrical and electronic equipment within the meaning of the Electrical and Electronic Equipment Act or the Directives 2011/65/EU (RoHS) and 2002/96/EC comply with the requirements of Directive 2011/65/EU (RoHS), Directive 2002/96/EC and the laws, ordinances and other provisions enacted for their implementation, in particular the Electrical and Electronic Equipment Act.

6.5. As far as relevant, the Supplier shall also comply with all safety and health requirements in the design, construction, placing on the market and delivery of machinery and equipment in accordance with the respective valid, current version of the EU Machinery Directive 2006/42/EC and the national legal provisions derived from it. In particular, but not conclusively, he undertakes to comply with the provisions of the applicable Product Safety Act (ProdSG) as well as the statutory regulations of the Product Safety Act.

The Supplier undertakes to comply with the respective legal regulations on dealing with employees, environmental protection and occupational safety and to work to reduce the negative effects of its activities on people and the environment. The Supplier undertakes to orientate itself in the performance of its business activities to the relevant ISO standards (in particular ISO 9001 and ISO 14001) and the Eco Management and Audit Scheme (EMAS). If hazardous substances within the meaning of the German Hazardous Substances Ordinance (Gefahrstoffverordnung) or products are supplied, the use of which may result in the release of such substances, the Supplier must provide us or our service provider with the data required to prepare written operating instructions (§ 14 GefStoffV) without being requested to do so. The Supplier shall be solely responsible for compliance with and application of any applicable regulations on hazardous goods, in particular, but not limited to, the German Act on the Transport of Dangerous Goods (GGBeFG), the German Ordinance on the Transport of Dangerous Goods by Road, Rail and Inland Waterway (GGVSEB) and the European Agreement on the International Carriage of Dangerous Goods by Road (ADR), as well as the IATA air freight regulations. The Supplier shall inform GEIGER in writing and in good time of any risks.

6.6. The Supplier must set up and maintain a documented quality assurance system that is suitable in type and scope and corresponds to the state of the art. The Supplier is, for example, the holder of an ISO 9001 certification which is to be renewed regularly. He must prepare records, in particular of quality inspections, and make them available to us immediately upon request. We can demand that the Supplier concludes and observes our quality assurance agreement in addition to this.

6.7. In the event that the Supplier violates one of the aforementioned obligations, we are entitled to withdraw from the respective supply contract and to refuse to accept the respective delivery. The Supplier shall bear the costs incurred by the withdrawal. Any existing claims for damages shall remain unaffected.

6.8. The Supplier shall ensure the traceability of the delivered products at all times. For this purpose, the Supplier shall ensure, by marking the products or, if such marking is impossible or inappropriate, by other suitable measures, that, in the event of a defect in products, he can immediately determine which other products may be affected.

6.9. The Supplier is obliged to keep spare and wear parts in stock for a period corresponding to the normal life cycle of the delivered product. He shall provide us with a period of at least 6 months to inform us that he intends to discontinue production. At the same time he shall grant GEIGER a right of first refusal of his remaining stock

in the amount of an annual requirement from GEIGER.

6.10. The Supplier shall ensure that test marks (in particular „GS - Geprüfte Sicherheit“ and „VDE“) are only affixed to products or used in any other way if an effective permission to use the test mark for the product has been obtained from the relevant recognized testing agency. In the absence of such permission or if it is later revoked or otherwise cancelled or ineffective, the Supplier will inform us immediately. Should third parties assert claims against us due to incorrect use of test marks on the contractual products, the Supplier is obliged to indemnify us against such claims. The obligation to indemnify shall be incumbent on the Supplier upon our first request.

## **7. Notification of defects / liability for defects / warranty / liability**

7.1. We are obliged to check the delivery for any defects within a reasonable period of time. The obligation to inspect is limited to defects which are revealed during the incoming goods inspection under external inspection including the delivery documents as well as during the quality control in a random sampling procedure

(e.g. transport damage, wrong or short deliveries). The notice of defects shall be deemed timely if it is sent within ten (10) working days (Monday to Friday), calculated from the date of receipt of the goods or, in the case of hidden defects, from the date of discovery (whereby we are only obliged to provide evidence of timely dispatch). Any further obligation to receive goods and to give notice of defects is otherwise excluded.

7.2. Due to our extensive and varied range of services, it is not possible in the ordinary course of business to examine all complaints of our customers for the existence of defects for which the Supplier is responsible with an economically justifiable effort. Only if a significant accumulation occurs with regard to the description of defects and insofar as individual cases can no longer be assumed, a serial damage is present or immediately, if safety-relevant defects occur, are we obliged to investigate these complaints by means of a detailed inspection; an in-spection carried out in this way and, if defects are detected, the corresponding notification to the Supplier are deemed to be without delay.

7.3. We shall not be obliged to make any further checks and notifications to the Supplier other than those mentioned above. Furthermore, the Supplier shall always carry out a proper outgoing goods inspection, in particular if the Supplier is quality certified.

7.4. GEIGER shall be entitled to the statutory warranty claims in full. In addition to the statutory provisions, the following supplements shall apply to our rights in the event of defects of the goods or services or defects of title and other breaches of duty by the Supplier:

a) In the event of defective deliveries, we are entitled to demand, at our discretion, rectification (elimination of the defect) or replacement (delivery of a defect-free item). If the Supplier does not comply with this obligation within a reasonable period of time set by us, we may remedy the defect ourselves and demand compensation from the Supplier for the necessary expenses or a corresponding advance payment. If the rectification or replacement delivery has failed or is unreasonable for us (e.g. due to particular urgency etc.), no deadline need be set. We will inform you always, however.

b) Also to be reimbursed are costs for advertising the Supplier's products, insofar as they have become futile due to the Supplier's products not being delivered or not delivered on time or not free of defects.

c) Notwithstanding § 442 para. 1 sentence 2 BGB (German Civil Code), we shall be entitled to claims for defects without restriction even if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.

d) The limitation period for claims for defects is three (3) years, calculated from delivery, unless the law provides for a longer period. In cases where acceptance is provided for by law or contract, the period shall commence upon acceptance.

7.5. Costs in connection with a justified notice of defects, such as sorting, reworking, scrapping, transport, labor or travel costs, general administration and handling, installation and removal costs or similar costs, are determined on an event-related basis and must be borne additionally by the Supplier.

7.6. The Supplier is liable for any degree of fault. We do not recognize any clauses limiting the Supplier's liability, neither in terms of the reason nor the amount.

## **8. Product Liability / Recall**

8.1. If claims are made against us by a third party on account of personal injury or damage to property by way of product and/or producer liability and if this damage is attributable to a product of the Supplier, the Supplier must indemnify us from claims of third parties on first demand insofar as the damage is attributable to a defect in the product delivered by him, if the defect is in his area of control or production, if the defect can otherwise be attributed to him or if he himself has unlimited liability in the external relationship. Other statutory claims to which GEIGER is entitled shall remain unaffected.

8.2. In addition, the Supplier shall reimburse us for all costs incurred by us as a result of reasonable precautions against a claim arising from non-contractual liability attributable to the Supplier (e.g. public advertising measures).

8.3. If we are forced to carry out a recall due to a product defect for which the Supplier is responsible because of the risk to persons and property arising from the product or an end product manufactured using a product, the Supplier shall bear the recall costs incurred. Further legal claims remain unaffected. We shall inform the Supplier of a recall as early as possible. The Supplier shall be given the opportunity to comment; the comment must contain the preliminary information mentioned in paragraph (5).

8.4. If the Supplier has indications that the recall of one of his products ordered by us might become necessary, he must inform us immediately (by email: [einkauf@geigergruppe.de](mailto:einkauf@geigergruppe.de)) and provide us with advance information. Irrespective of whether the Supplier considers the recall of his own accord or at the instigation of a German, European or other authority, the Supplier is not entitled - unless there is a particular urgency - to take measures which constitute a recall or are equivalent to a recall on his own initiative and without prior consultation with us and GEIGER's Strategic Purchasing International.

8.5. The pre-information notice shall describe the reason for the contemplated/anticipated recall and indicate the text of the contemplated/anticipated recall. The risk associated with the product shall also be indicated, in particular whether

there is a risk of personal injury or damage to property. Furthermore, the Supplier must specify the article description, the best before date and the production batch in the preliminary information.

8.6. The Supplier is obliged to inform us about the course of the recall action.

8.7. The Supplier is obliged to insure himself sufficiently at his own expense for the duration of the contractual relationship and for a period of 10 years thereafter against all risks arising from product liability and to provide us with evidence of this insurance on request. The Supplier is obliged to inform us immediately if there is no longer any insurance.

8.8. The Supplier undertakes to maintain a product liability insurance with a lump sum coverage of EUR 7.5 million per personal injury/property damage; if GEIGER is entitled to further claims for damages, these shall remain un-affected.

## **9. Property rights**

9.1. The Supplier assures that the product delivered by him is free of industrial or other property rights of third parties and does not infringe any rights of third parties.

9.2. Should third parties assert claims against us for infringement of industrial or other property rights, the Supplier is obliged to indemnify us in full and to reimburse us for all necessary expenses in connection with such claims. The obligation to indemnify shall be incumbent on the Supplier upon our first request. This indemnification also applies to our customers. This indemnification obligation shall not apply if the Supplier has manufactured the delivery items in accordance with our drawings, models or equivalent descriptions. If the Supplier fears an infringement of industrial property rights in such a case, he will inform us immediately.

9.3. The limitation period for this is ten years, calculated from the conclusion of the contract.

## **10. Minimum social standards**

10.1. The Supplier undertakes to comply with and implement the minimum standard of the EMB-Wertemanagement Bau e.V. ("EME-Management of values Building e.V.") in the respectively valid version (available and down-loadable at <https://www.bauindustrie-bayern.de/themen/emb-wertemanagement/emb-wertemanagement-bau-ev.html>). The Supplier is obliged to keep himself continuously informed about the conditions in the latest version without being asked. The information is available to the Supplier free of charge. Failure to comply with such information constitutes a material breach of contract.

10.2. If the Supplier procures the products from sub-Suppliers or has commissioned third parties to manufacture them, the Supplier shall make all reasonable efforts to pass on the minimum social standards referred to in paragraph (1) to these sub-Suppliers or manufacturers and to ensure compliance with the principles and requirements of these minimum social standards.

10.3. The Supplier must document compliance with and implementation of the requirements of the minimum social standards mentioned in paragraph (1) and, at our request, provide proof of this at any time by means of verifiable documents.

10.4. In the event that the Supplier violates the requirements of the minimum social standards mentioned in paragraph (1) or the obligations in paragraph (2), we may withdraw from the contract after the unsuccessful expiry of a period of time set for remedy or terminate the contractual relationship for good cause without observing a period of notice after an unsuccessful warning. A setting of a deadline or a warning notice is not required in the cases of § 323 para. 2 BGB (German Civil Code). Our right to claim damages is not excluded by the withdrawal or termination.

10.5. If claims are asserted against us by third parties due to violation of the requirements of the minimum social standards mentioned in paragraph (1) and if this is based on conduct attributable to the Supplier, the Supplier shall be obliged to indemnify us from these claims. The Supplier's obligation to indemnify us shall exist upon our first request. It refers to all expenses which we necessarily incur from or in connection with the claims of third parties.

## **11. Execution of work, provision of materials, tools**

11.1. Persons sent to GEIGER's premises for the performance of the contract must strictly observe the instructions for outside companies and logistics companies. The Supplier is obliged to inform the carriers commissioned by him of this. Liability for accidents occurring to these persons on the premises of GEIGER is excluded, unless GEIGER has committed a grossly negligent or intentional breach of duty or a legally binding liability, e.g. from product liability or injury to life and limb, is relevant. If ladders or scaffolding are used for the work to be performed, only GEIGER products may be used.

11.2. Materials, parts, containers and special packaging provided by GEIGER shall remain GEIGER's property. These components may only be used for parts and orders from GEIGER. The processing of materials or the assembly of parts is expressly carried out for GEIGER. GEIGER shall be a pro rata coowner of the components which are stored at the Supplier's premises and which are manufactured from the materials and parts provided by GEIGER to the value of the materials and parts provided by GEIGER.

11.3. Tools paid for by GEIGER are the sole property of GEIGER and may only be used by the Supplier for GEIGER's orders and parts. Tools paid for by GEIGER are

available to GEIGER at all times in perfect condition and must be clearly marked by the Supplier as the property of GEIGER and stored separately. The Supplier is obliged to insure GEIGER's tools stored at the Supplier's premises against property damage at his own expense. The Supplier hereby assigns to GEIGER all claims for compensation under this insurance. Parts which are manufactured with tools owned by GEIGER may not be offered, supplied or the know-how passed on to third parties. The maintenance and repair of these tools is to be carried out exclusively by the Supplier and at his expense. Costs for follow-on tools shall be borne exclusively by the Supplier. The output quantity is therefore unlimited. Should GEIGER's tools be damaged by the Supplier, they shall be repaired in accordance with the drawing at the Supplier's expense. All modifications to tools must be approved in writing by GEIGER. After each modification, samples must be submitted for inspection and approval. Payment of the tool costs by GEIGER shall only be made after inspection and approval of an initial sample delivery. Following payment of the tool costs, the tools will be loaned by GEIGER. The ownership of the tools is exclusively with GEIGER.

## 12. Ecological criteria

The Supplier undertakes to manufacture all contractual products in accordance with the agreed standards, taking into account ecological criteria (e.g. no use of health bleaching agents for textiles).

## 13. Place of performance

The place of performance for all deliveries and services shall be the destination specified by us (delivery address stated in the order) or, if such a destination is not explicitly stated, the delivery address of the respective ordering unit of the GEIGER Group.

## 14. Assignment

The Supplier is not entitled to assign his claims from the contractual relationship to third parties. This does not apply insofar as monetary claims are involved.

## 15. Reservations of termination and withdrawal

GEIGER may also withdraw from the order in whole or in part after it has been placed. In this case GEIGER shall reimburse the Supplier for the expenses incurred up to that point in time on the basis of the order, and GEIGER shall be entitled to accept any goods or production results resulting from such expenses.

Up to 4 weeks before a delivery date, GEIGER is entitled to call off quantities ordered for this delivery date in partial quantities. GEIGER may specify a later delivery date for the delivery of the remaining delivery quantity not accepted in the case of a partial call for delivery on the original delivery date. In the case of partial call-offs, the Supplier's interests must be taken into account appropriately.

If GEIGER places call orders with planned figures, the quantities stated are not binding for GEIGER and GEIGER is not obliged to accept and buy them. The quantities actually called off and confirmed by GEIGER may differ from the planned quantities.

The Client may withdraw from the contract if the Supplier applies for the opening of insolvency proceedings, if insolvency proceedings are opened on the basis of an application by the Client or another debtor, or if the opening of insolvency proceedings is refused due to lack of assets. The right to withdraw from the contract shall also exist if GEIGER becomes aware of individual enforcement measures.

## 16. Secrecy

The Supplier shall be obliged to keep all business and technical data, documents, samples, models and other records and all information („Confidential Information“) received confidential and to make them available in his own company only to those persons who must be involved for the purpose of delivery to GEIGER and who are also obliged to maintain confidentiality. They may only be disclosed to third parties with GEIGER's express written consent. Upon simple request by GEIGER, all information and documents (including copies) and samples provided by GEIGER shall be returned to GEIGER in full. The disclosure of confidential information and the possible transmission of documents, samples or models does not establish any rights for the Supplier to industrial property rights, know-how or copyrights and does not constitute a prior publication or a right of prior use within the meaning of the German Patent and Utility Model Acts. The Supplier may use confidential information exclusively for the purpose approved by GEIGER and only within the scope of the agreed cooperation. The Supplier shall never be entitled to his own rights to such information. If third parties come into contact with confidential information of GEIGER through the Supplier, the Supplier must conclude a comparable written non-disclosure agreement with these third parties beforehand and prove this to GEIGER upon request.

The obligation of secrecy shall also apply after the execution of this contract. It does not apply if and insofar as the manufacturing, product, system or production knowledge contained in the confidential information provided was or has become generally known without breach of this obligation of secrecy or other contractual or legal terms. This obligation of secrecy even then does not apply if there is a statutory or official disclosure obligation for the supplier.

## 17. Data protection, security

GEIGER collects personal data of the Supplier exclusively for the contractual or business purpose for which the Supplier provides his data. The personal data is only used within the GEIGER Group. The Supplier agrees and authorizes GEIGER to process, store and evaluate the data received in connection with the business relationship in compliance with the applicable data protection regulations. The data protection declaration and further data protection information can be accessed on the GEIGER homepage at [https://www.geigergruppe.de/geiger/web.nsf/id/pa\\_de\\_datenschutz.html](https://www.geigergruppe.de/geiger/web.nsf/id/pa_de_datenschutz.html). The Supplier undertakes not to use any information from our companies or units, customer names, customer lists or other customer-related data received from the Geiger Group of Companies or any unit from this group for its own purposes or to pass them on to third parties. At the same time, the Supplier is expressly prohibited from entering into business contact with these customers directly himself or through employees or indirectly via third parties. The use of inquiries, orders or correspondence of any kind from GEIGER by the Supplier for your advertising purposes is prohibited. Advertising with the existing business relationship with GEIGER is only permitted with the express prior consent of GEIGER.

## 18. Choice of law / Place of jurisdiction / Other

18.1. The law of the Federal Republic of Germany shall apply as agreed. The application of the United Nations Convention on the International Sale of Movable Goods is excluded.

18.2. The exclusive - also international - place of jurisdiction for all disputes arising from or in connection with the supply relationship is Kempten, Germany. This also applies if the Supplier does not have a general place of jurisdiction in Germany. Alternatively, GEIGER may also bring an action against the Supplier before the locally competent courts at the Supplier's place of business.

18.3. Should individual provisions of these General Terms and Conditions of Purchase be wholly or partially void or ineffective, the validity of the remaining provisions shall remain unaffected. The contracting parties are obliged to replace the invalid or unenforceable provision with a provision that is as similar as possible in economic terms from the beginning of the invalidity/unenforceability.