

## **GENERAL CONDITIONS OF PURCHASE HAGER GROUP**

These General Conditions of Purchase (hereinafter referred to as the "GCP") aim at setting forth the conditions under which a German HAGER company (a company which belongs to a group of companies, which are direct or indirect subsidiaries of HAGER SE registered in Saarbrücken, Germany), hereinafter referred to as "HAGER", will purchase any items (including but not limited to local logistics needs, materials, equipment, or any service whatsoever) (hereinafter referred to as the "Product") from the Supplier.

These General Terms and Conditions exclusively apply to the contracts between HAGER and the Supplier; other General Terms and Conditions which differ, conflict or amend these GCP will only become part of the contract between HAGER and the Supplier as far as these are explicitly accepted by HAGER. The aforesaid shall also apply f.e. in the situation, that HAGER has knowledge of the Supplier's General Terms and Conditions and receives and accepts the delivery of the Supplier without any reservation of rights.

### **1. PURCHASE ORDERS**

The purchase orders (hereinafter referred to as "Purchase Order(s)"), which generally include the place and date of delivery, will be made to the Supplier directly by HAGER on an ad hoc basis, for such quantities of Products as it shall determine to be necessary. Purchase Orders shall be made on computer-produced order forms and sent to the Supplier by letter, by fax, by email or by EDI.

HAGER is entitled to modify the Purchase Orders until the acceptance by the Supplier. The Supplier shall return to HAGER the acknowledgements of receipt of Purchase Order within five (5) business days after the date on which the Purchase Order is received by the Supplier. After this five (5) business days period, the Purchase Order shall be deemed fully accepted by the Supplier if HAGER advises the Supplier of this acceptance clause in the Purchase Order. Should the Supplier reply within the five (5) business days period that it is unable to comply with the Purchase Order, he shall make within such five (5) business days period a proposal which as closely as possible to the Supplier fits with HAGER requirements as shown in the Purchase Order. Otherwise, the Purchase Order shall be deemed to be fully accepted by the Supplier if HAGER advises the Supplier of this acceptance clause in the Purchase Order.

### **2. DELIVERY AND TRANSPORTATION**

The Delivery Dates or Delivery Plan set forth in the Purchase Order(s) are binding (also for partial deliveries) and the compliance with the agreed Delivery Dates or Delivery Plan constitutes an essential obligation of the Supplier. The Packaging by the Supplier shall be made according to the specifications agreed upon with HAGER. The Supplier is solely responsible for ensuring that all shipments are correct in all respects and suitable for immediate use by HAGER. In any case, the Supplier undertakes to check the Products before consignment.

If a faster dispatch (express delivery, etc.) becomes necessary due to the failure of the Supplier or is decided by the Supplier, the additional freight charges shall be borne by the Supplier.

Title to the Products are transferred to HAGER at the time of Delivery at the Delivery Place. The reception of the Products at the Delivery Place does not imply the acceptance of the Products by HAGER.

### **3. PRICE AND PAYMENT**

The Supplier will be bound by the price negotiated and agreed upon with HAGER (included in the accepted Purchase Order). The price is exclusive of tax and shall be considered as fixed price which shall apply for any Purchase Orders, without being limited to a specific number of deliveries.

It is understood that the prices for the Products also include their packaging and labelling, together with all the services referred to in the GCP to be provided by the Supplier in relation to the Products, such as the delivery, quality control and traceability of the Products.

HAGER's payments are made upon receipt of the Products at the Delivery Place and do not constitute acknowledgment of quantity, price and quality. Thus, HAGER shall still be fully entitled to legal claims.

The invoices shall be sent to HAGER and shall refer to all the requested mentions provided for in the German law. HAGER shall pay the invoices within the term of payment set forth in the Purchase Order.

### **4. WARRANTIES & INSURANCE**

The Supplier warrants for a period of two (2) years as of the time of Delivery that the Products are in full conformity and compliance with the contractual and statutory qualities, without, however, hereby assuming strict liability.

HAGER shall inspect the Products within a reasonable time period upon receipt for conformity with the contractual agreements and inform the Supplier within a reasonable time period when a non-conformity was discovered. The inspection and the information of the Supplier of a non-conformity is considered to be within a reasonable time period if they occurred within fifteen (15) working days.

The Supplier shall inform HAGER immediately in writing of any defect it discovers in its supplied products, components or materials that pose a risk of fire, electrocution or any other damage when used as intended in HAGER's processes and products.

The Supplier undertakes to always have a Safety Stock of Products as agreed upon between the Parties. The Supplier confirms that he has subscribed to and undertakes to maintain an exhaustive insurance policy covering its full business risk as well as full product liability insurance policy with an adequate minimum insurance amount of 0,5 Mio. € for each single occurrence of personal, property and financial damages.

### **5. LAW & JURISDICTION**

The contracts between HAGER and the Supplier shall be governed by and construed in accordance with the laws of Germany, without regard to conflict of laws principles and to the exclusion of the Convention of Contracts for the International Sale of Goods dated April 11, 1980.

Any dispute arising with respect or in connection with the contracts between HAGER and the Supplier, their interpretation or fulfillment shall be solely submitted to the competent Courts of HAGER's registered office even in case of plurality of defendants.