

## General Conditions of Purchase

### § 1 General

1.1 For all orders, and concluded contracts for the purchase of goods or work and services from the relevant Supplier or service provider ("Supplier") placed by a company of Wickeder Group ("Purchaser"), insofar as the Supplier is an entrepreneur, a legal entity under public law or a special fund under public law within the meaning of § 310 paragraph 1 BGB (German Civil Code), the present General Conditions of Purchase shall apply exclusively. The Purchaser hereby expressly objects to any conditions of the Supplier which deviate from or supplement these General Conditions of Purchase; they shall not be binding on the Purchaser. These General Conditions of Purchase shall also apply exclusively if the Purchaser does not object to the inclusion of the Supplier's terms and conditions in an individual case or accepts the Supplier's delivery unconditionally in the knowledge of conflicting or supplementary terms and conditions of the Supplier. The acceptance of deliveries and services by the Purchaser shall not constitute an acknowledgement of the Supplier's terms and conditions. Other agreements, amendments and subsidiary agreements shall only be valid if the Purchaser expressly agrees to them in writing in individual cases.

1.2 These General Conditions of Purchase shall also apply to all future transactions concerning the purchase of goods as well as work or services between the Purchaser and the Supplier, even if they are not expressly agreed again.

### § 2 Offer and offer documents, Order

2.1 Orders and changes to orders shall be made in text form. In case of doubt, the content of verbal and telephone meetings shall only be binding if it has been confirmed by the customer in text form.

2.2 The respective QM Guideline, Technical Delivery Conditions and Material Data Sheets shall form part of the Supplier's order or offer, insofar as they are applicable to the subject matter of the order, and shall be provided to the Supplier on request in their current version. The specifications contained therein represent quality agreements with respect to the delivery item. Material data sheets and guidelines of the Purchaser shall be requested by the Supplier in good time, unless they have already been made available.

2.3 The Supplier shall adhere exactly to the Purchaser's request in the offer. The Supplier shall expressly point out in the offer any deviations from an inquiry by the Purchaser or from specifications, quality guidelines or descriptions forwarded to the Supplier in connection therewith, specifying the individual deviations. Otherwise, the documents, specifications, quality guidelines and descriptions provided shall be deemed an integral part of the Supplier's offer. Deviations from the order shall only apply if the Supplier makes special reference to them and they have been confirmed by the Purchaser in text form.

2.4 The Supplier shall immediately check the order for recognisable errors, ambiguities, incompleteness and unsuitability of the specifications selected by the Purchaser for the intended use and shall immediately inform the Purchaser in text form of any necessary changes or clarifications to the order or any other concerns about the type of execution requested by the Purchaser.

2.5 Unless the Purchaser's offers expressly contain a binding period, the Purchaser shall be bound by it for ten (10) working days (Monday - Friday) from the date of the offer. The receipt of the declaration of acceptance by the Purchaser shall be decisive for timely acceptance. Irrespective of this, any action taken by the Supplier to fulfil an order shall constitute acceptance of that order. If the Supplier fails to send the written declaration of acceptance or does not begin to fulfil it within ten (10) working days (Monday - Friday) after the date of the offer, the Purchaser shall have the right, but not the obligation, to cancel the respective order without the Supplier having any claims against the Purchaser arising therefrom.

2.6 Delivery call-offs become binding if the Supplier does not object within three (3) working days (Monday - Friday) from receipt.

2.7 An offer made by the Supplier shall always be free of charge and shall not create any obligations for the Purchaser. Remuneration for expenses incurred during the offer and negotiation phase, in particular for visits, preparation of offers and projects, cost estimates or drawings, shall only be granted to the Supplier if this has been expressly agreed in advance in writing.

2.8 The Purchaser is entitled to demand reasonable changes in the design and execution of the deliveries and services from the Supplier in text form. Any effects caused thereby, such as additional or reduced costs, shall be mutually agreed by the parties in writing.

### § 3 Shipping instructions, Packaging

3.1 The Supplier must always select the most cost effective and suitable method of shipping and transport option.

3.2 The Supplier must send a detailed dispatch note for each individual consignment on the day of dispatch, separate from the goods and invoice. The delivery must be accompanied by a delivery note and packing slip. In all shipping documents and - in the case of packaged goods - on the outer packaging, the order number and order date, article number of the purchaser, contents/quantity gross and net weight, number of packages and type of packaging (disposable/reusable), production and manufacturing number of the Supplier, completion date as well as destination (unloading point) and recipient of the goods must be stated in full, if known. In the case of shipping by ship, the name of the shipping company and the name of the ship must be indicated in the shipping documents and invoice.

3.3 In case of deliveries to third countries (imports), the shipping documents must state whether the goods are cleared or not cleared.

3.4 For duty unpaid goods, the Supplier shall submit the following customs clearance documents to the Purchaser: Shipping documents (e.g. T1), freight documents, customs or commercial invoices, proof of preference such as Form A, EUR.1, A.TR., certificate of origin/certificate of origin and any other documents required for customs clearance. The Supplier shall also ensure that the information for the customs pre-declaration procedure is complete, correct and available in good time to the office obliged to submit the pre-declaration so that no delays in delivery can arise as a result. In the case of goods cleared through customs, the proof of customs clearance (e.g. ATC number, tax assessment number) must be noted in the freight documents.

3.5 The Supplier shall carefully safeguard the interests of the purchaser during shipment. The goods must be packed with packaging materials permitted at the place of destination in order to avoid damage in transit. The Supplier shall be liable for damage resulting from improper packaging in accordance with the statutory provisions.

3.6 In the case of domestic deliveries, the Supplier shall, at the request of the Purchaser, collect any repackaging, transport and sales packaging at the place of destination or have it collected by third parties.

3.7 The Supplier shall package, label and ship dangerous products in accordance with applicable national and international regulations. The Supplier shall fulfil all obligations of the Supplier (within the meaning of Article 3 No. 32 EC Regulation 1907/2006/EU (hereinafter "ReACH Regulation") in accordance with the ReACH Regulation with regard to the delivery of the goods. In particular, he shall provide the Purchaser with a safety data sheet in accordance with Article 31 ReACH Regulation in the language of the recipient country in all cases prescribed in Article 31 Sections 1 to 3 ReACH Regulation. In addition to the hazard class, the accompanying documents must also contain the other information specified by the respective transport regulations.

### § 4 Delivery, Delivery time

4.1 The dates stated in the order or otherwise agreed are binding and must be strictly adhered to. The Supplier shall notify the Purchaser immediately in writing of any imminent delay or exceeding of the agreed dates and deadlines, stating the reasons and the expected duration. This shall also apply if the Supplier recognises a circumstance which leads to a delay through no fault of his own or which could lead to such a delay over time.

4.2 Early deliveries / services or partial deliveries / partial services require the prior written consent of the Purchaser.

4.3 The unconditional acceptance of a delayed (partial) delivery / (partial) performance shall not constitute a waiver by the Purchaser of any rights or claims due to delayed (partial) delivery / (partial) performance.

4.4 The Supplier shall be obliged to request in good time from the Purchaser any documents or other agreed acts of cooperation for the execution of the contract.

4.5 In the event of any delay in delivery, the Purchaser shall be entitled to the statutory claims. Any agreed contractual penalty in the event of delayed delivery shall remain unaffected within the scope of § 340 Para. 2 BGB (German Civil Code). If a contractual penalty has been agreed, it can be asserted until the due date of the final payment without this requiring a reservation of title pursuant to § 341 para. 3 BGB or § 11 para. 4 VOB/B.

### § 5 Transfer of Risk, Ownership

5.1 Unless otherwise agreed between the parties in text form, the transfer of risk of the goods delivered by the Supplier to the Purchaser shall take place in accordance with the Incoterm agreed in the supply contract. Unless otherwise agreed between Purchaser and Supplier, the delivery of goods shall be DDP ("Delivered Duty Paid") free place of destination (Incoterms 2010). Upon transfer of risk at the place of performance or to a forwarding agent specially commissioned by the Purchaser, the Purchaser shall acquire ownership of the goods without reservation of any rights for the Supplier.

5.2 If a delivery with assembly / service has been agreed, the transfer of risk shall take place after proper execution of the assembly / service and transfer. However, if acceptance is provided for by law or contractually agreed, the transfer of risk shall not take place before confirmation of successful acceptance by the Purchaser in the acceptance protocol. The payment of invoice amounts does not replace the formal acceptance.

### § 6 Export control

The Supplier shall be obliged to inform the Purchaser in detail and in text form about any obligations to obtain a permit for (re-)exports in accordance with the respective national export and customs regulations as well as the export and customs regulations of the country of origin of the goods and services, to the extent that the Supplier is aware that these are being (re-)exported.

### § 7 Origin of goods

7.1 The Supplier shall state the non-preferential origin of the goods ("country of origin") in commercial documents and shall provide a certificate of origin of the goods at the request of the Purchaser.

7.2 The goods must meet the conditions of origin of the bilateral or multilateral preferential agreements or the unilateral conditions of origin of the General System of Preferences for Beneficiary Countries (GSP), insofar as deliveries are made within the framework of these goods transports.

### § 8 Use of subcontractors

The use of third parties for the performance of the contract (in particular subcontractors of any degree) or their replacement requires the prior written consent of the Purchaser. If the Supplier intends from the outset to use third parties for the performance of the contract, the Supplier shall inform the Purchaser thereof in its offer.

### § 9 Prices, invoicing, terms of payment, Offsetting by Purchaser

9.1 The price stated in the order is binding. In the absence of a written agreement to the contrary, the price shall be "free receiving plant" (including packaging and transport). In the case of weight prices, the determination of the weight on a calibrated scale in the receiving plant of the Purchaser shall be decisive. The statutory value added tax shall be shown, otherwise it shall be deemed to be included in the price.

9.2 If the Supplier has taken over the installation, assembly and/or commissioning and nothing to the contrary has been agreed in writing, the Supplier shall bear all necessary ancillary costs such as travel expenses and provision of tools.

9.3 In the event that the Supplier reduces its prices or improves its conditions in the period between order and delivery, the prices and conditions valid on the day of delivery shall apply.

9.4 If it is agreed in the supply contract that price components for raw materials are determined on the basis of raw material indices (e.g. LME market value) in the settlement as a price escalation clause or material control surcharge (MTZ) or via market-oriented negotiation, the remaining price components shall be considered and negotiated separately from the raw materials.

9.5 The Supplier shall issue a verifiable invoice for each order, which must contain all legally prescribed mandatory information in accordance with German law. The invoice must state the complete order number of the Purchaser and, if available, the delivery note number of the Supplier. The invoice shall be accompanied by proof of performance and other supporting documents. Invoices must correspond to the information in the purchase order with regard to the goods description, price, quantity, sequence of items and item number. Any additional or reduced services must be listed separately in the invoice. The invoice is to be sent to the invoice address stated in the Purchaser's order. The Purchaser shall only process invoices if the aforementioned

conditions are fulfilled; the Supplier shall be responsible for all consequences arising from non-compliance with these conditions, unless the Supplier can prove that it is not responsible for them.

9.6 Payment periods shall commence from a specific date, but at the earliest from the date of receipt of the goods or - in the case of invoicing - from the date of receipt of the invoice. Unless otherwise expressly agreed between the Purchaser and the Supplier, payments shall be due within 30 (thirty) days net after receipt of the invoice. Unless expressly agreed otherwise in writing, the Purchaser shall be entitled to early payment within 14 days with a 2% discount.

9.7 In the event of default in payment, the customer shall owe default interest at a rate of five percentage points above the base rate in accordance with § 247 BGB (German Civil Code).

9.8 If application of the credit note procedure has been agreed, the Supplier shall provide the Purchaser with all data necessary to comply with the aforementioned requirements of the applicable VAT law.

9.9 The Purchaser is entitled to set off his claims against claims of the Supplier as well as against claims which the Supplier has transferred to third parties.

#### **§ 10 Quality assurance, REACH-VO, RoHS, Product or Process Conversions**

10.1 The Supplier shall perform and maintain effective quality assurance and provide evidence to the Purchaser upon request. The Supplier shall maintain a quality management system for this purpose and shall prove to the Purchaser its valid certification according to at least DIN ISO 9001. The Purchaser is entitled to inspect the Supplier's quality assurance system himself or through third parties commissioned by the Purchaser after prior notification. Upon request, the Supplier shall grant the Purchaser access to certification and audit reports as well as to test procedures carried out including all test records and documents relating to the Supplies and, upon request, shall provide the Purchaser with evidence of the quality of its products by submitting a test certificate in accordance with EN 10204.

10.2 The Supplier shall ensure that all substances contained in the Goods are effectively pre-registered, registered (or exempted from registration) and, if applicable, authorised in accordance with the relevant requirements of the REACH Regulation for the uses notified by the Purchaser. If the goods are articles within the meaning of Article 7 of the REACH Regulation, the preceding sentence shall apply to substances released by these articles.

10.3 The Supplier shall inform the Purchaser without delay if a component of an article contains a substance in a concentration of more than 0.1% by mass (W/W) which meets the criteria of Articles 57 and 59 of the REACH Regulation (so-called "substances of very high concern"). This also applies to packaging products.

10.4 In addition, the Supplier shall be responsible for ensuring full compliance with the environmental requirements of German and European law, including the so-called RoHS Directive on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (2011/65/EU, 2002/95/EU and 2010/571/EU & 2015/863/EU).

10.5 Furthermore, the goods and packaging delivered by the Supplier are free of radioactive elements in accordance with the more detailed provisions of the applicable statutory regulations in the currently valid version (in particular in accordance with Annex III to the StrSchV of 20.07.2001 - last amended by Article 8 of the Act of 26.07.2016 -, Table 1, exemption limits in columns 2 and 3).

10.6 If the Supplier is in permanent business relations with the Purchaser, the Supplier shall be obliged to inform the Purchaser at an early stage if it intends to make product or process changes as well as changes to the analysis method with regard to products purchased from the Purchaser.

#### **§ 11 Investigation of defects, Liability for defects**

11.1 The Supplier owes the freedom from defects of the deliveries and services, in particular the compliance with the agreed product or service specifications, as well as the existence of other contractually agreed or guaranteed characteristics. In addition, the Supplier guarantees that the deliveries and services correspond to the state of the art and - if relevant - to the generally recognised state of safety technology, occupational medicine and hygiene, are provided by qualified personnel and are in accordance with all relevant legal provisions at the place of destination. If machines, equipment or plants are the subject of the delivery, they must meet the requirements of the special safety regulations for machines, equipment and plants applicable at the time of performance of the contract and bear a CE marking.

11.2 In the event of defects, the Purchaser shall be entitled to demand subsequent performance in accordance with the statutory provisions. The choice of the type of subsequent performance shall be at the discretion of the Purchaser. The Supplier may refuse the type of subsequent performance selected by the Purchaser under the conditions of § 439 para. 3 BGB (German Civil Code). The place of subsequent performance shall, at the option of the Purchaser, be the place of destination or the place of acceptance, if such place is provided for by law or contractually agreed, or another place of shipment of the goods, insofar as this was known to the Supplier at the time of signing the contract.

11.3 The Supplier shall comply with the operational interests of the Purchaser in the handling of the supplementary performance. If the subsequent fulfilment has not taken place within a reasonable period of time, if it has failed or if the setting of a deadline was dispensable, the Purchaser may assert further statutory rights in the event of defects.

11.4 If subsequent fulfillment has not taken place within a reasonable period of time, if it has failed or if the setting of a deadline was dispensable, the Purchaser shall be entitled, in addition to the rights specified in § 11.2, to remedy the defect itself or have it remedied by third parties at the expense and risk of the Supplier and to demand reimbursement of the necessary expenses from the Supplier. In particular, setting a time limit shall not be necessary if disproportionately high damages are imminent and the Supplier cannot be contacted. Otherwise, the statutory provisions shall apply. Further rights of the Purchaser arising from statutory liability for defects or guarantees assumed by the Supplier shall remain unaffected, in particular the right to damages shall be expressly reserved, without any contractual limitation of the Supplier's liability being agreed in terms of reason or amount.

11.5 The Supplier shall bear the expenses necessary for subsequent performance. The Purchaser's right to claim damages in accordance with the applicable statutory provisions shall remain unaffected.

11.6 Insofar as the commercial duty to examine and give notice of defects in accordance with § 377 HGB (German Commercial Code) is to be observed by the Purchaser, the period for giving notice of defects shall be based on the circumstances of the individual case, but shall be at least

five (5) working days (Monday - Friday) from delivery for recognisable defects and at least five (5) (Monday - Friday) working days after discovery of the defect for concealed defects. In the case of perishable goods, notification shall be made without delay.

11.7 Warranty claims shall become statute-barred thirty (30) months after transfer of risk, unless a longer statutory period applies, in which case the longer statutory period shall apply. The rights of the Purchaser under §§ 478, 479 BGB (German Civil Code) remain unaffected by this provision.

11.8 If the Supplier delivers a replacement item, the limitation period for the replacement item in question shall begin again. However, the new commencement of the limitation period shall not occur unless the Supplier recognizably acts in recognition of his obligation to remedy defects..

11.9 The Supplier's warranty also extends to the parts manufactured by its subcontractors.

11.10 A waiver of claims by the Purchaser shall only be effective if it has been expressly declared in writing.

#### **§ 12 Third party copyrights**

The Supplier guarantees that the delivery and / or the service and its contractual use do not infringe any patent rights, copyrights or other industrial property rights of third parties. Notwithstanding any other statutory claims, the Supplier shall indemnify the Purchaser against all claims of third parties asserted against the Purchaser for infringement of the aforementioned industrial property rights, unless the Supplier proves that he is not responsible for the bREACH of duty. License fees, expenses and costs incurred by the Purchaser for the avoidance and/or elimination of infringements of industrial property rights shall in this case be borne by the Supplier.

#### **§ 13 Product liability, Insurance**

13.1 If claims are asserted against the Purchaser by third parties on the basis of product liability or other statutory provisions on account of a material defect or defect of title or any other defect in a product supplied by the Supplier, the Supplier shall indemnify the Purchaser against all claims by third parties arising from and in connection with personal injury and damage to property if and to the extent that the cause of such claims lies within the Supplier's sphere of control and organisation and the Supplier itself is liable externally. In this context, the Supplier shall also be obliged to reimburse the Purchaser for any expenses in accordance with §§ 683, 670 BGB (German Civil Code), even if these arise from or in connection with a recall action carried out by the Purchaser. The Purchaser shall inform the Supplier - to the extent possible and reasonable - of the content and scope of the recall measures to be carried out and give the Supplier the opportunity to comment.

13.2 The Supplier shall insure itself against all risks arising from product liability, including the recall risk, to an appropriate amount and shall submit the insurance policy to the Purchaser for inspection upon request.

#### **§ 14 Documents, Rights of use**

14.1 All drawings, plans, standards, guidelines, analytical methods, recipes and other documents provided by the Purchaser to the Supplier for the manufacture of the delivery item shall remain the property of the Purchaser and may not be used by the Supplier for other purposes, duplicated or made accessible to third parties. Upon request, they shall be returned to the Purchaser at any time and without undue delay, including all copies and duplicates, and - even without corresponding request by the Purchaser - at the latest upon termination of the respective contractual relationship. The Purchaser reserves the industrial property rights to all documents handed over to the Supplier.

14.2 Documents of all kinds required by the Purchaser for the use, installation, assembly, processing, storage, operation, maintenance, inspection, servicing and repair of the delivery item shall be made available by the Supplier in good time and without request and free of charge.

14.3 The Supplier grants the Purchaser the right of use and exploitation, unlimited in space, content and time, of all plans, drawings, graphics, calculations and other documents relating to the contract, which the Supplier has either produced itself or had produced by third parties in all known media forms including electronic media, Internet and online media, on all image, sound and data carriers, for the contractually agreed or contractually stipulated purposes.

14.4 In addition, the Supplier shall grant the Purchaser an exclusive right of use and exploitation of work results which the Supplier has individually produced for the Purchaser or which have been individually produced by third parties for the Purchaser, and the Supplier shall obtain from the third parties any rights which may be necessary for this purpose. Existing rights of the Supplier or of third parties shall remain unaffected thereby.

#### **§ 15 Provision of materials, Tools, Retention of title**

15.1 Insofar as the Purchaser provides parts to the Supplier, the Purchaser shall retain title thereto. Processing or transformation by the Supplier shall be carried out for the Purchaser. If the reserved goods are processed with other items not belonging to the Purchaser, the Purchaser shall acquire co-ownership of the new item in the ratio of the value of the Purchaser's item (purchase price plus VAT) to the other processed items at the time of processing.

15.2 If the item provided by the Purchaser is inseparably mixed with other items not belonging to the Purchaser, the Purchaser shall acquire co-ownership of the new item in the ratio of the value of the reserved item (purchase price plus VAT) to the other mixed items at the time of combining. If the combining is carried out in such a way that the Supplier's item is to be regarded as the main item, it shall be deemed agreed that the Supplier shall transfer proportionate co-ownership to the Purchaser; the Supplier shall keep the sole ownership or co-ownership in safe custody for the Purchaser.

15.3 The Purchaser reserves the right of ownership to tools which the Purchaser has made available to the Supplier for the performance of the contract; the Supplier is obliged to use the tools exclusively for the manufacture of the goods ordered by the Purchaser. The Supplier shall be obliged to insure the tools belonging to the Purchaser at replacement value against fire, water and theft at its own expense. At the same time, the Supplier hereby assigns to the Purchaser all claims for compensation under this insurance; the Purchaser hereby accepts such assignment. The supplier is obliged to carry out any necessary maintenance and inspection work on the tools of the purchaser as well as all maintenance and repair work at his own expense and in good time. The Supplier shall notify the Purchaser immediately of any failures.

#### **§ 16 Confidentiality obligation**

16.1 Subject to statutory, judicial or official disclosure obligations, the Supplier undertakes to keep secret all technical, scientific, commercial and other information obtained directly or indirectly by the Supplier within the scope of the contract, in particular the documents of the Purchaser

(hereinafter referred to as "Confidential Information"), not to use them commercially, not to subject them to industrial property rights, not to pass them on to third parties or otherwise make them accessible to third parties. The Supplier shall be entitled to pass on confidential information to subcontractors approved by the Purchaser to the extent that such information is absolutely necessary for the performance of the contract by the subcontractor.

16.2 Confidential information may not be used for any purpose other than the execution of the contract. The aforementioned confidentiality obligation shall apply for a period of ten (10) years after termination of the respective contract.

16.3 This confidentiality obligation shall not apply to information which, at the time when it is made available by the contracting authority, are already lawfully in the possession of the contractor, are lawfully in the public domain or has been lawfully obtained by third parties, or which are required to be disclosed by mandatory rules, except where prior information is unreasonable, in which case the contractor is required by mandatory rules to inform the contracting authority in text form prior to disclosure. Information passed on to persons subject to a statutory obligation of secrecy shall also be exempt from this obligation of secrecy, whereby the contractor undertakes not to release such persons from this obligation of secrecy. The Supplier shall bear the burden of proof for the existence of the aforementioned exceptions.

16.4 The Supplier shall ensure by means of suitable contractual agreements that its employees and other subcontractors involved in the performance of the contract are also obliged to maintain secrecy in accordance with the aforementioned provisions. Upon request, the Supplier shall confirm compliance with these obligations to the Purchaser in writing.

16.5 The Supplier shall also treat the order and the conclusion of the contract with the Purchaser confidentially. References in advertising materials to business relations with the Purchaser may only be made with the prior written approval of the Purchaser.

#### **§ 17 Offsetting by the supplier, Passing on of orders, Company changes, Right of retention**

17.1 Without the prior written consent of the Purchaser, which shall not be unreasonably denied, the Supplier shall not be entitled to assign his claims against him or have them collected by third parties. In the event of extended retention of title, consent shall be deemed to have been granted. If the Supplier assigns his claims to a third party without the Supplier's consent, the assignment shall nevertheless be effective. The Purchaser may, with discharging effect, pay to the Supplier or the third party.

17.2 The Supplier shall immediately notify the Purchaser in text form of any transfer of the contract and of any change in the Supplier's company which occurs by operation of law.

17.3 The Purchaser may transfer the rights and obligations arising from the order to a company of the Wickeder Group at any time without the prior consent of the Supplier.

17.4 The Supplier shall only be entitled to set off claims which are undisputed or have become legally enforceable. The Supplier shall only be entitled to a right of retention if the claim on which the right of retention is based arises from the same contractual relationship.

#### **§ 18 Termination, Withdrawal**

18.1 If the contract between the Purchaser and the Supplier is a continuing obligation or a framework delivery contract, the respective continuing obligation or framework delivery contract may be terminated without notice for good cause. Good cause shall also be deemed to exist if,

- a) the Supplier breaches a contractual obligation and does not remedy the situation within a reasonable period of time set by the Purchaser and threat of termination or has not been warned by the Purchaser without success, or
- b) the Supplier has offered, promised or granted benefits to an employee of the Purchaser or a public official which could be likely to have an unreasonable influence on the Purchaser in connection with the negotiation, decision or implementation of the supply contract; or
- c) the Supplier is in breach of applicable law and the Purchaser cannot reasonably be expected to continue the cooperation in respect of such a breach, taking into account all circumstances and weighing the interests of both parties, or
- d) a significant deterioration in the financial situation of the other contracting party has occurred, which endangers the fulfilment of the contract or the other contracting party does not fulfil its obligation to pay taxes or social security contributions, or
- e) further execution is or becomes wholly or partially prohibited by law or official regulations.

18.2 If the Purchaser is entitled under this § 18 to terminate a supply contract and/or an associated framework supply contract, he may also terminate further contracts with the Supplier if the continuation of the respective contractual relationship is unreasonable for the Purchaser.

18.3 Further termination rights of the parties, e.g. on legal regulations, remain unaffected.

18.4 The termination of a supply contract and/or an associated framework supply contract in accordance with this § 18 shall not affect the rights and obligations of the parties arising up to that point and the (continued) validity of such provisions which shall apply expressly or implicitly after termination.

#### **§ 19 Code of Conduct**

The Supplier has taken note of the Purchaser's Code of Conduct and accepts it as binding. The Supplier undertakes to comply with this Code of Conduct, which can be viewed or downloaded at [www.wickeder-group.de/downloads](http://www.wickeder-group.de/downloads).

#### **§ 20 Place of performance, Place of jurisdiction, Applicable law**

20.1 The place of performance, fulfillment and success for the Purchaser's claims shall be the ordering plant. For the Supplier's payment claims, the place of performance shall be the Purchaser's place of business.

20.2 If the Supplier is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction shall be the registered office of the Purchaser, whereby the Purchaser may at its discretion also appeal to the court responsible for the registered office of the Supplier.

20.3 The Contract shall be governed by the substantive law of the Federal Republic of Germany to the exclusion of (i) the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 ("CISG") and (ii) the conflict of laws rules applicable in Germany.

#### **§ 21 Data Privacy Policy**

22.1 All personal data are processed exclusively for the fulfilment of the contractual relationship or for the implementation of pre-contractual measures pursuant to Art. 6 para. 1 b EU-DSGVO.

22.2 "Responsible" within the meaning of the DSGVO on the part of the Wickeder Group is the acting Wickeder Group company.

22.3 Further information on data protection, in particular on the right to information, correction and deletion of data, can be requested at any time under [datenschutz@wickeder.de](mailto:datenschutz@wickeder.de).

22.4 The duration of the data storage shall be in accordance with the applicable legal requirements for the storage obligations.

#### **§ 22 Expiry of earlier General Conditions of Purchase, Partial Invalidity**

22.5 Previous General Conditions of Purchase of the Purchaser shall hereby cease to apply.

22.6 Should individual provisions or parts of provisions of these General Conditions of Purchase be invalid, incomplete or unenforceable or be declared invalid by a court or official decision, the validity or enforceability of the remaining provisions shall not be affected. The invalid, incomplete or unenforceable provision shall be deemed replaced by such valid and enforceable provision as best corresponds to the will of the parties as expressed in the contract.

22.7 This document is only an English translation of the German "Allgemeinen Einkaufsbedingungen", which can be also viewed or downloaded at [www.wickeder-group.de/downloads](http://www.wickeder-group.de/downloads). In the case of a difference to the original German document, the German version applies.

Wickeder Group

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