

§ 1 Scope of Application

The following Purchasing General Terms and Conditions (GPTC) apply for all purchase and service orders of ROTHENBERGER Werkzeuge GmbH (hereinafter referred to as "ROTHENBERGER"). Contradicting or deviating terms of the supplying party (hereinafter referred to as "Supplier") shall be considered rejected unless ROTHENBERGER expressly agrees to their applicability. Towards commercial business partners, the GPTC shall also apply to all further business without the need for ROTHENBERGER to provide them again or repeatedly.

§ 2 Offer and Conclusion of the Contract

- (1) Unless expressly agreed otherwise, the Supplier is bound by its quotes towards ROTHENBERGER. This includes samples, drawings, depictions, descriptions (including performance data), dimensions, weights, etc. submitted by the Supplier.
- (2) Orders from ROTHENBERGER, as well as amendments or supplements to orders, shall only be legally binding if delivered in written form. Upon receipt of an order from ROTHENBERGER, the Supplier shall issue to ROTHENBERGER a written order confirmation immediately, at the latest, however, within 4 calendar days (date of receipt by ROTHENBERGER). In case of late order confirmations, ROTHENBERGER has the right to cancel the relevant order without undue delay without liability to the Supplier. Order confirmations which deviate from the order shall be considered invalid unless they are explicitly accepted by ROTHENBERGER.
- (3) Quotes, tenders and samples of the Supplier shall remain free of charge for ROTHENBERGER.

§ 3 Prices, Transfer of Risk, Shipment

- (1) The agreed prices are fixed prices excluding VAT but including DDP delivery (Incoterms 2010) as well as packaging, insurance, assembly and customs duty. In the case of machinery and plant, the price shall also include the proper set-up and commissioning as well as the instructing of our staff.
- (2) The transfer of risk shall happen upon the delivery to the agreed place.

§ 4 Delivery, Delivery Dates, Delayed Delivery

- (1) All deliveries shall be made DDP (Incoterms 2010). The Supplier must inform ROTHENBERGER immediately of all circumstances leading to a potential delay in the date of delivery.
- (2) In the case of a delay in delivery of more than three working days, ROTHENBERGER shall be entitled to charge a penalty amounting to 1% per week (or part thereof) of the value of the delayed goods, such penalty being capped at 5% of the value of the delayed goods. The penalty can be claimed regardless of a compensation claim arising from the delay but – if and to the extent paid by the Supplier – will be deducted from a compensation claim.
- (3) Upon the expiry of an appropriate period for subsequent performance, ROTHENBERGER has the right to withdraw from the contract and claim for damages in accordance with the statutory provisions of law.
- (4) Deliveries by truck will only be accepted from Monday to Friday between 07:15 am and 12.00 noon and between 12.30 pm and 5.00 pm. On the day of shipment, the Supplier shall submit two copies of the delivery note (see clause 4 (2) of these GPTC) to ROTHENBERGER.
- (5) In case of deliveries involving hazardous goods, the Supplier is obliged to comply with the German Hazardous Goods Regulation as well as with any other applicable national or international regulations and laws.

§ 5 Goods Receipt, Examination of Goods, Notification of Defects

- (1) The Supplier shall follow the ROTHENBERGER Delivery Guidelines, which are published in German and English language at www.rothenberger.com/service/anlieferichtlinien/. All specified packaging, identification, and marking rules are binding and, in case they are not followed by the Supplier, entitle ROTHENBERGER to refuse acceptance. Upon request, the Supplier shall dispose of the packaging free of charge. Every product, as well as its outer packaging and transport packaging must carry the barcode designation (EAN), otherwise ROTHENBERGER shall be entitled to refuse acceptance of the shipment.
- (2) Delivery notes must contain the ROTHENBERGER order number, order item, article number, article description, and the customs tariff number. If one or more of these contents are missing, ROTHENBERGER is entitled to return the goods (freight collect) to the supplier. Where applicable, the delivery note must contain the information required by the German Chemicals Prohibition Regulation (Chemikalienverbots-VO) in the version that is valid on the date of shipment.
- (3) ROTHENBERGER's obligation to examine the goods on receipt shall not apply when the parties have agreed an individual inspection plan for the quality of the goods immediately prior to or at the time of shipment. Upon request of ROTHENBERGER, the Supplier is obliged to conclude a Quality Assurance Agreement (QAA) with ROTHENBERGER as customary in the industry.
- (4) ROTHENBERGER may validly raise quality claims within a period of 21 days from receipt of the goods or, in the case of concealed faults, from discovery of the fault.

§ 6 Quality and Conformity with Applicable Rules

- (1) All products supplied by the Supplier must comply with the safety regulations imposed by law or the relevant authorities, or those contractually agreed, as well as those applying at the place of use.
- (2) Furthermore, the products delivered or services supplied by the Supplier must comply with the quality standards and technical specifications agreed with ROTHENBERGER, including all addendums and cross-references contained therein. Where applicable, the required documentation (e.g. safety instructions) is an essential part of the shipment and must comply with the statutory stipulations and those applying for the trade/branch.
- (3) The Supplier guarantees the conformity of the delivered products with the RoHS Directive and conformity of their marking with the German Electrical and Electronic Equipment Act (ElektroG). The Supplier shall indemnify ROTHENBERGER from any and all claims of third parties due to the non-observance of the aforementioned rules. Upon request, the Supplier shall submit a separate binding declaration of the RoHS-conformity of the goods to ROTHENBERGER.
- (4) Even with regard to products not falling directly into the area of applicability of the RoHS Directive/the ElektroG, the Supplier undertakes to supply ROTHENBERGER, if required, with a declaration in accordance with Section 6, para. 3 sentence 3 of the ElektroG.
- (5) To the extent that the delivered products are governed by the REACH regulation, the Supplier is obliged to register in accordance with the specifications of the regulation and to meet the other obligations. The Supplier indemnifies ROTHENBERGER from any and all claims of third parties resulting from non-observance of the stipulations of the regulation. Furthermore, the Supplier guarantees that none of his products contain hazardous substances pursuant to the currently-valid ECHA list of candidates (SVHC substances).

§ 7 Supply of Spare Parts

The Supplier guarantees to supply spare parts for the products purchased by ROTHENBERGER for the period of 10 years from the last delivery.

§ 8 Warranty, Compensation for Damages and Product Liability

(1) With regard to the owed quality of the goods to be delivered, it is agreed that all delivered items and all services rendered shall be in compliance with the agreed specifications and quality, the latest state of the art, the relevant statutory stipulations, and, where applicable, the relevant regulations and guidelines of government agencies, German social insurance agencies for occupational accidents (Berufsgenossenschaften) and professional associations. Deviations from these requirements constitute a fault. If the Supplier delivers a different item, or the quantity is too low, this shall be considered a fault.

(2) If the delivered goods are faulty, ROTHENBERGER is entitled, at its own discretion, to demand supplementary performance, a price reduction or compensation or to withdraw from the contract in accordance with the statutory stipulations. ROTHENBERGER can demand the refund of substitute performance costs for the repair of faulty goods from the Supplier, provided they do not exceed 30% of the value of the ordered goods and immediate supplementary performance is not offered by the Supplier within 3 days of notification of the fault. If the supplementary performance is not provided immediately, or is unsuccessful, ROTHENBERGER can charge the Supplier for all necessary and appropriate costs of substitute performance. Place of performance for substitute performance shall be the intended location of the goods, in the case of purchase of trading goods, however, at ROTHENBERGER's discretion, either at the location of the end customer or at the ROTHENBERGER plant in Kelkheim.

(3) The Supplier agrees to maintain product liability insurance with coverage of at least EUR 10 million per event of personal injury/property damage on a lump-sum basis; this amount shall not limit potential further compensation claims of ROTHENBERGER.

§ 9 Payment, Invoicing

(1) Invoices shall be issued to ROTHENBERGER immediately upon delivery or complete performance according to the relevant contract, however at the latest within 10 calendar days, to the billing address specified in the respective order form.

(2) Unless otherwise agreed in writing, invoices shall be payable by ROTHENBERGER within 20 days less 3% cash discount or within 30 days net.

(3) The payment period of the invoices shall only commence after complete and flawless delivery and performance, and receipt of the invoice. Where, in addition to the actual delivery or performance, the Supplier must provide acceptance documents, material certificates or other documents, invoices shall only become due for payment upon complete receipt of these documents by ROTHENBERGER. With regard to labour or services to be provided by the Supplier, the invoices shall only become due once the respective work has been accepted in writing by ROTHENBERGER or is deemed to be accepted according to statutory law.

(4) Payments are made subject to a subsequent audit of the accounts. Under no circumstances will payments constitute the acknowledgement of proper delivery or performance or a waiver of notice of defects pursuant to § 377 HBG (German Commercial Code).

(5) ROTHENBERGER reserves set-off and retention rights as provided for by law.

§ 10 Industrial Property Rights

(1) The Supplier warrants that no third party rights are infringed by his delivery/performance. If, however, third party rights are infringed, the Supplier shall indemnify ROTHENBERGER

from all liability. This indemnification obligation shall include all expenses reasonably deemed necessary by ROTHENBERGER in connection with such third-party claims against ROTHENBERGER.

§ 11 Ownership, Copyright, Confidentiality

(1) All documents, material, items, etc. provided by ROTHENBERGER for the execution of the order, and which must be duly insured by the Supplier, shall remain the property of ROTHENBERGER; they may only be made accessible to third parties with the prior written consent of ROTHENBERGER and are to be returned immediately to ROTHENBERGER on request, precluding all retention rights. They must be returned to ROTHENBERGER, unsolicitedly when they are no longer required for the performance of the contract.

(2) The Supplier undertakes to maintain confidentiality regarding all information, including know-how, of which it becomes aware in the context of the cooperation with ROTHENBERGER. Upon request, the Supplier shall conclude a separate non-disclosure agreement with ROTHENBERGER as customary in the industry.

(3) If ROTHENBERGER's property is processed to a new moveable item, ROTHENBERGER shall acquire co-ownership of the new moveable item. The co-ownership shall be based on the ratio of the value of the processing to the value of the goods provided.

§ 12 Data Protection

ROTHENBERGER is entitled to store the Supplier's business details in the ordinary course of commercial business in accordance with the rules of statutory law.

§ 13 Certificate of Origin, EC Declaration of Conformity, Binding Supplier's Declaration

(1) The Supplier must furnish proof of the origin of the goods by means of a certificate of origin; if the supplier does not comply with this obligation, it shall be liable for any resulting loss or damage incurred by ROTHENBERGER.

(2) For recurring deliveries/purchase orders, the Supplier is obliged to submit a longterm declaration at the beginning of every year. The Supplier must submit the EC Declaration of Conformity, or a binding Supplier's Declaration unsolicitedly for each article prior to the first delivery.

§ 14 Supplier Code of Conduct

The current ROTHENBERGER Supplier Code of Conduct (SCoC), which can be found at <http://www.rothenberger.com/en/metanavigation/legal/supplier-code-of-conduct-ro-scoc/> shall form an inherent part of the contractual relationship. The Supplier undertakes to comply with the terms of the SCoC.

§ 15 Place of Performance, Court of Jurisdiction, Applicable Law

(1) German law under preclusion of the UN Convention for Contracts on the International Sale of Goods (UN CISG) shall apply exclusively.

(2) Place of performance shall be the business address of ROTHENBERGER in Kelkheim.

(3) Court of jurisdiction for all disputes with us and in relation to deliveries to ROTHENBERGER and to these GPTC shall be Frankfurt am Main, Germany.

§ 16 Severability Clause

Should individual provisions of these GPTC be or become invalid or legally void, the remaining provisions shall not be affected. The parties undertake to replace the invalid provision with a legally valid provision which reflects as closely as possible the intent of the invalid provision.



The Supplier hereby confirms its acceptance of these General Purchasing Terms and Conditions and undertakes to fulfil the obligations provided by them:

Name of
Supplier: _____

Address of
Supplier: _____

Contact Person: _____

Place, Date

Sign(s), Stamp