

BÜFA – Group Terms & Conditions of Purchase

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1 General

These terms & conditions of purchase apply to the following companies of the BÜFA group

- BÜFA GmbH & Co. KG
- BÜFA Reinigungssysteme GmbH & Co. KG
- BÜFA Composite Systems GmbH & Co. KG
- BÜFA Chemikalien GmbH & Co. KG
- Tricura GmbH & Co. KG
- ViVochem B.V.

The below conditions of purchase shall apply exclusively to our orders and transactions for the supplier's supplies and services. Any different Supplier Terms and Conditions of Sale are hereby expressly contradicted. Silence or unconditional acceptance of supplies and services or paying for them does not imply agreement to the Supplier's Terms & Conditions of Sale. In the event of contradictions between the text of the order or the text of the documents mentioned in the order and the below Terms and Conditions of Sale, the text of the order or the text of the documents mentioned in the order shall prevail.

The below Terms and Conditions of Sale only apply if the Supplier is a company within the meaning of Art. 14 BGB (German Civil Code).

2 Orders

Our orders must be in writing, in the form of text or transmitted using electronic data exchange (e.g. EDI). Text form is understood to refer to transmission via fax, computer fax or email, whereby the company and the person placing the order must be clearly identifiable. Orders without a manual signature are valid if this is so indicated on the order form.

Verbal agreements require written confirmation to be binding. Supplemental or divergent agreements and Terms of Business of the Supplier are only binding for us if they are acknowledged in writing. The price established at the time of ordering may not be increased by the Supplier without prior arrangement with us.

All conditions, specifications, standards and other documents which are mentioned in the order or are included as attachments, are part of the order.

3 Framework Agreement

If there is a written Framework Agreement with the Supplier in regard to specific deliverables and this makes no different provisions, when ordering this deliverable we will dispense with an order confirmation. Orders within the Framework Agreement shall become effective if the Supplier does not make an objection within five days after receipt. An order confirmation which differs from the order shall only be valid if it is confirmed in writing or by text. Call-offs in accordance with planned delivery schedules do not require confirmation. Every legally-binding declaration which deviates from or amends the Framework Agreement arrangements must be in writing.

In the event of contradictions between the Framework Agreement and these Terms & Conditions of Purchase, the provisions of the Framework Agreement shall have precedence and the provisions of these Terms and Conditions of Purchase shall be subordinate.

4 Billing & Payment Terms

The agreed prices are fixed prices. In Germany, settlement of invoices takes place within 14 days less 2% discount. For companies abroad, the terms are 60 days net.

This period begins on receipt of the contractually agreed service and a correct and verifiable invoice. When accepting premature deliveries, however, the period begins no sooner than on the agreed delivery date.

Invoices are to be submitted, citing the order number, order position, account assignment, unloading location, part number, number of pieces and individual price as well as quantity per delivery without press copies and in electronic form. In each case, the company's billing email address is to be used for electronic invoicing. The Supplier agrees to participate in a credit note procedure on request from us.

The Supplier is not entitled to assign claims against us to third parties or have them collected by third parties. The provision of Art. 354 HGB [German Commercial Code] remains unaffected by this.

The Supplier is only entitled to offset against any claims of ours or exercise a right of retention if and to the extent that his claim is undisputed and his counterclaim is legally valid. We are entitled to offset the Supplier's claims also with claims which are due to a company which is affiliated with us within the meaning of Art 15 AktG [Companies Act]. We are furthermore entitled to offset claims which are due to the Supplier against a company which is affiliated with us within the meaning of Art 15 AktG [Companies Act] with our claims.

5 Delivery schedule

Agreed delivery schedules and deadlines are binding. The delivery schedule set by us refers to the date of delivery to the specified place of receipt or, in the event of collections on our account, the date when ready for collection. If the Supplier does not comply within the agreed time then he is liable in accordance with the legal provisions. We are to be immediately notified of identifiable delivery delays, giving the reason and the expected duration. Partial deliveries require our agreement. Additional costs, particularly in cases of required covering purchases, shall be borne by the Supplier.

Unconditional acceptance of the delayed delivery does not imply any waiver of claims for compensation.

6 Shipping

Unless otherwise agreed, the delivery is to be made DDP (INCOTERMS 2010) to the ship-to location mentioned in the order, including toll, packaging and insurance. If different terms are agreed on in individual cases, these are to be interpreted in accordance with INCOTERMS 2010 in the version valid at the conclusion of contract.

Unless otherwise agreed to in individual cases, deliveries are to be single-batch.

Products with a shelf life are only to be delivered with maximal residual shelf life.

Partial shipments are only permitted with prior written consent from BÜFA.

7 Legal compliance

The Contractor is obligated to comply with the applicable legal provisions. This applies particularly to the following, as amended

- the Regulation (EC) No 1907/2006 (REACH regulation)
- the Ordinance on the Avoidance and Recovery of Packaging Waste (VerpackV)
- the Regulation (EC) No 1272/2008 (CLP regulation)
- the GGVSEB/ADR Ordinance on the Transport of Dangerous Goods by Road, Rail and Inland Waterways

If BÜFA is obligated to register the goods in accordance with legal provisions, particularly Regulation (EC) No 1907/2006 (REACH regulation), the Contractor will provide BÜFA with all the information required for this and available to the Contractor free-of-charge and promptly inform BÜFA should they have appointed a sole representative.

8 Technical rules and safety regulations

In keeping with its characteristics, the deliverable must conform with the recognised technical rules, the Machine Protection Act, the occupational insurance scheme regulations and other applicable safety regulations and the latest accident prevention regulations. Transport vehicles and driving personnel must be trained in and comply with the applicable regulations.

9 Acceptance of services performed

Acceptance of services performed takes place formally after completion of the works by counter-signature on an acceptance report. Acceptance by means of operationalisation is ruled out. For services which, due to further execution, can later no longer be examined and analysed, the Supplier must request us to carry out the examination in a timely manner. A legal fiction of acceptance due to silence in response to an acceptance request from the Supplier, due to payment or to actual operationalisation is ruled out. Officially prescribed acceptances of any kind, especially acceptances by certified experts must be arranged by the Supplier at his own expense before acceptance of the service provided, unless this service is expressly excluded from the scope of service. Official certifications of freedom from defects and any official approvals are to be supplied to us in a timely manner before acceptance of the service provided.

10 Execution of works on our business premises

For all services at our business premises, the relevant work regulations for external companies, which will be provided to the Supplier in request, shall apply. The Supplier must obey the instructions of the factory security service. The Supplier is forbidden to employ persons at our sites to fulfil his contractual obligations who are employed by us or were employed by us in the last 6 months without our prior written consent.

11 External company management

The Supplier is obligated to obey all our regulations and instructions in relation to occupational safety, environmental protection, access to and driving in the plant premises and identity card requirement among others which, in the event of work at our premises, we will provide or issue to him for that particular site. The Supplier shall actively enquire about the existing regulations for external companies. Appropriate datasheets are available from the factory security service at the entry to our factory premises.

12 Quality management

The Supplier must monitor the quality of his services. Before the particular deliverables are delivered, the Supplier shall ascertain that those deliverables which are intended for delivery are free of defects and meet the agreed technical requirements and shall affirm this to us in writing.

13 Software

If the scope of delivery includes non-standardised software, the Supplier shall agree to undertake amendments/ improvements of the software in accordance with our specifications for a period of 5 years from delivery of the deliverable for a reasonable compensation. If the software comes from preliminary suppliers, they are correspondingly obligated.

14 Replacement part supply obligation

The Supplier is obligated to supply deliverables which become part of our products for at least twelve years after suspension of manufacture of our relevant products as replacement parts at reasonable market prices.

15 Contractual penalties

If the Supplier falls behind schedule, for every non-exempt working day of delay, we are entitled to deduct a penalty of 0.30% but not more than 5% of the net order amount from the final invoice. We are entitled to assert further indemnity claims in excess of the agreed contractual penalties due to delayed service provision. An approximate paid contractual penalty will be charged on top.

16 Force majeure

Natural disasters, public disturbances, administrative measures and other unpredictable and unpreventable events shall free the Supplier and us from service obligations for the duration of the disturbance and to the extent of its effect. The party affected must promptly and comprehensively inform the other contractual party and make every reasonable effort to limit the impact of such events. The party affected must inform the other contractual party about the end of the disturbance.

In the event of a longer-term inability to deliver, suspension of payment or the initiation of insolvency proceedings, the rejection of the initiation of such a proceeding due to lack of assets or the initiation of a comparable proceeding against one of the contractual parties, the other contractual party is entitled to withdraw from the Agreement in regard to the yet unfulfilled portion.

17 Confidentiality

The Supplier is obligated to treat as strictly confidential all information received in the course of the business relationship with us, such as our orders, drawings, documents, templates, production materials, tools, models and data carriers and not to disclose this information or make it accessible to third parties without our written consent. The Supplier will only relay the confidential information to his own employees when and if that this is necessary for execution of their functions in connection with the business relationship with us. The duty of confidentiality shall persist even after the business relationship with us has been ended. If required, more in-depth agreements on confidentiality will be regulated in separate agreements.

18 Warranty/ Liability

The warranty shall be based on the legal regulations, unless special arrangements have been agreed. The basis is formed by specification requirements in the form of product datasheets, product information sheets or separate agreements. In all cases, the examination obligation begins only after the ordered goods are received at the specified place of receipt. In urgent cases, we can remedy the deficiencies at the cost of the Supplier or obtain compensation in another way. In the event of hidden defects, we are entitled to demand compensation for the damage caused. We may reject or return goods which are not delivered in accordance with the contract at the Supplier's expense and at the Supplier's risk.

19 Data protection

Any processing of personal data of all participating parties shall be made (if at all) in compliance with the applicable Data Protection Laws. Before this processing, the parties shall enter into all the requisite agreements for compliance with the legal requirements.

20 Principles of Supplier Conduct

The Supplier pledges not to commit any acts or omissions which, irrespective of the form of participation, could lead to regulatory-law or criminal-law penalty, especially for corruption or violation of anti-trust and unfair competition laws, of the Supplier, of persons employed by the Supplier or of third parties engaged by the Supplier (hereinafter referred to as "violation" or "violations"). The Supplier is responsible for taking the measures necessary to avoid violations. To this end, the Supplier will particularly obtain corresponding undertakings from his employees or third parties engaged by him.

The Supplier shall promptly inform the Customer about the initiation of investigation proceedings of a violation. The Customer is moreover entitled, on receiving notice of a violation by the Supplier, to demand written intelligence about the violation and the actions taken to correct it and to demand avoidance in future.

In the event of a violation, the customer is entitled to demand that the Supplier immediately refrain and the reimbursement of all damages which have accrued to the Customer due to the violation.

21 Severability clause

The invalidity of one provision in this General Terms and Conditions of Purchase does not affect the validity of the remaining provisions. If a provision should prove to be invalid or unenforceable, this will be replaced by a new valid provision which comes as close as possible to the legal and economic intent of the invalid or unenforceable provision.

22 Applicable law

The law at the registered office of our ordering company shall apply, with the exception of Conflict Law and the Hague Convention on Uniform Law on the International Sale of Goods, the United Nations Convention on Contracts for the International Sale of Goods (CISG) and other conventions unless a differing framework contractual agreement is in place.

23 Place of jurisdiction and place of performance

The exclusive place of jurisdiction for all disputes between us and the Supplier or Contractor is the registered office of our ordering company in each case.

As of April 2019