

**GENERAL CONDITIONS OF PURCHASE**  
**of**  
**OKALUX GmbH**  
**Version: 01.07.2019**

**1. Generally**

- 1.1 These General Conditions of Purchase are only intended for use in business dealings with companies.
- 1.2 Our conditions of purchase shall exclusively apply for all contracts with our suppliers; other terms and conditions shall not become a part of the contract, even if we do not expressly object to them. In an ongoing business relationship, our conditions of purchase shall apply even if we do not expressly refer to their application in subsequent orders. All agreements made for the performance of the contract between us and the supplier must be recorded in the respective contract.
- 1.3 In the event of force majeure as well as strikes, lock-outs or other events that are not our responsibility, through which our own sales are significantly impeded, we can withdraw from the supply contract, in whole or in part, or demand performance at a later point in time.
- 1.4 The assignment of claims against us arising from the contractual relationship is prohibited without our express approval.
- 1.5 The place of performance is our factory in D-97828 Marktheidenfeld. The place of venue for business done with suppliers who have no general legal venue in Germany, or with business people and legal entities under public law, or a separate estate under public law is the local competent court in Gemuenden/Wuerzburg. We do, however, have the right to bring proceedings before the local competent court of the supplier. German law shall apply exclusively with exclusion of the UN Convention on the International Sale of Goods. (CISG)

**2. Prices, invoicing**

- 2.1 Suppliers' prices are maximum prices carriage paid to our factory. They shall include the costs of freight, customs, packaging, expenses and sales tax.
- 2.2 Suppliers' invoices must be sent to us in duplicate, separately from the deliveries, and can be paid by us within 14 days after receipt of the invoice and complete receipt of the defect-free goods with a cash discount of 3% or within 30 days without deduction.

**3. Shipping, delivery period/dates, delay, risk**

- 3.1 Packaging, shipping and insurance of the contractual products shall be procured for the account and at the risk of the supplier. The supplier shall also be responsible for the return of used packaging in accordance with the German Packaging Directive (VerpackVO), at his own expense. A delivery note (in duplicate) must be enclosed with each shipment. The supplier must send us a written notification of dispatch on the day of dispatch.

- 3.2 The supplier must strictly comply with the stipulated delivery periods and dates, understood to be delivered to the stipulated place of delivery. The supplier must immediately give notice if it anticipates that it will not be able to meet agreed delivery periods or dates. It must make every effort to supply the contractual products as quickly as possible if it is at fault for a delay. In particular, the fastest possible method of shipping must be selected and the additional costs caused thereby must be borne by the supplier.
- 3.3 The supplier can only invoke a lack of raw materials, supplies and operating materials or defective delivery by his supplier if it is not responsible for these circumstances and notifies us immediately of their possible threat.
- 3.4 Risk does not transfer to us until the goods have been unloaded in our factory.

#### **4. Quality, acceptance, limitation of claims for defects**

- 4.1 In addition to the specifications set forth in the supply contract, quotation and/or order confirmation, the relevant statements of the supplier in his brochures, catalogs and other documents available to us, as well as in his advertising, are deemed to apply for the quality of the contractual products/services. The agreed-upon quality also implies that the contractual products/services comply with the latest state of technology, top-quality workmanship, the agreements reached, the intended purpose, the agreed and inspected equipment, the required product safety and the currently applicable statutory, official and technical provisions.
- 4.2 The supplier shall conduct a careful inspection of quality and control the outgoing goods – including product safety – in accordance with the applicable standards.
- 4.3 We shall be entitled to the statutory defect claims without restriction: in any case we are entitled to demand from our supplier either the rectification of defects or delivery of a new product. We exclusively reserve the right to compensation of damages, particularly the right to compensation for damages instead of service. Acceptance, or payment of the contractual products/services does not indicate recognition of their freedom of defects. These are always effected with reservation.
- 4.4 If the supplier is in default in the performance of the rectification of defects incumbent on the supplier, we may rectify the defects/damage ourselves at the expense of the supplier, or have them rectified by third parties.
- 4.5 Unless statutory periods of limitation should be longer, our claims for defects become time-barred in 3 years. For an item used for a structure in accordance with its usual manner of use and which has caused its defectiveness, our claims for defects become time-barred in 6 years. The statute of limitation begins with transfer of risk (delivery in the case of purchase contracts, acceptance in the case of performance).

#### **5. Product safety, product liability**

- 5.1 The supplier hereby guarantees that the contractual products and/or services are not unsafe and are not dangerous for their use or consumption in accordance with the intended use or foreseeable non-intended use, for the purpose of product liability. It shall take all necessary and reasonable organizational, personal and technical safety measures.

- 5.2 The supplier is obligated to exempt us from any claims for compensation from third parties concerning product liability in as much as the cause lies within its sphere of control and organization and it itself is liable to third parties.
- 5.3 Within the context of its own liability, the supplier is obligated to reimburse us any costs in connection with a legitimate recall action undertaken by us. We shall inform the supplier in advance and as soon as possible of any such actions to give the supplier the opportunity to comment.
- 5.4 The supplier must insure itself to a reasonable amount against the risks related to product liability for the contractual products and/or services it supplies and provide us with evidence of this insurance coverage upon request.

## **6. Subsequent deliveries / disposal**

- 6.1 The supplier agrees that in all cases of broken glass, including cases in which the supplier is not at fault and cannot be held responsible, as well as in cases in which a subsequent order is necessary or desired for other reasons, the supplier shall execute the said subsequent order on the terms regarding quality, prices and delivery times as agreed for the original order. This commitment of the supplier with respect to replacement orders ends 12 months after complete processing of the original order.
- 6.2 In the production and delivery of the contractual products, the supplier agrees to take account of and comply with all current conditions and provisions relating to environmental protection and waste disposal.

## **7. Intellectual property rights, confidentiality, moulds and tools**

- 7.1 The supplier guarantees that the use or distribution of the contractual products is permissible without infringing upon the intellectual property rights of others. It shall indemnify us against any legal claims by third parties for the infringement of such intellectual property rights in connection with the contractual products should it be responsible for any such infringement.
- 7.2 We reserve the ownership as well as all intellectual property rights and copyrights of designs, moulds, tools, samples, illustrations and other documents provided by us. The supplier may only use these designs etc. in the manner intended by us, and must return them if it no longer needs them for us.
- 7.3 The supplier must maintain confidentiality vis-à-vis third parties with respect to all trade secrets, in particular know-how, of which it gains knowledge through its business relationship with us.
- 7.4 Tools, moulds and other devices which the supplier produces or procures, in whole or in part at our expense, automatically become our property upon production or procurement. The supplier shall keep them for us free of charge and with all due care for the duration of the supplier relationship.

## **8. Minimum wage**

- 8.1 If the supplier is based or has its factory in the territory of the Federal Republic of Germany, it is obligated to ensure compliance with the legal legislation for minimum wages in accordance with the Minimum Wage Law. In as much as employer liability for the obligations of the supplier falls into our scope of responsibility according to §§ 13 Minimum Wage Law, § 14 German Employee

Secondment Act, the supplier must immediately supply us with the proof of payment of the minimum wage by itself and any of its subcontractors related to this contract. We reserve the right to retain any remuneration owed until proof has been provided.

- 8.2 The supplier undertakes to exempt us from liability regarding §§ 13 Minimum Wage Law, § 14 German Employee Secondment Act in as much as the claim is based on an infringement of obligations relating to the Minimum Wage Law for which it or subcontractors commissioned by it are responsible.