



General Terms and Conditions of Purchase of the Exentis Group

1. Scope of application

These general terms and conditions of purchase ("General Terms and Conditions of Purchase") apply to all supplies and services to Exentis Group AG and all group companies ("Exentis"), unless otherwise agreed in the order, purchase or other contract ("Contract") signed between Exentis and supplier. All subjects and services of a contract are intended exclusively for corporate customers or public legal entities.

The General Terms and Conditions of Purchase remain binding even if Exentis accepts the goods without reservation in the knowledge of deviating or conflicting terms and conditions.

In addition, the General Terms and Conditions of Quality, Packaging and Delivery for Manufacturing Parts of the Exentis Group and the General Terms and Conditions of the Exentis Group (available at: <https://www.exentis-group.com/en/gtc/>) apply without restriction to all deliveries and services to Exentis Group AG and all Group Companies ("Exentis"), unless otherwise agreed in the purchase order, purchase agreement or other agreement ("Agreement") signed between Exentis and the supplier.

2. Commencement of validity

By placing an order or purchase order on the part of Exentis, the supplier accepts the full validity of these General Terms and Conditions of Purchase.

3. Objection clause

The supplier's general terms and conditions of purchase are hereby objected to unless their validity has been expressly agreed in writing. Such approvals only apply in written form for the individual case.



4. Offer and acceptance

a)

All orders, amendments and order confirmations must be made in writing. The written form requirement also applies to subsidiary agreements and the waiver of the written form itself.

b)

The seller is obliged to confirm orders, changes and order confirmations in writing within a reasonable period of time, but at the latest within 10 days of receipt.

If the seller fails to provide proper confirmation, Exentis may revoke the respective order, amendment or order confirmation without any claims of the seller being able to be asserted as a result thereof.

5. Prices and payment

a)

The agreed prices are inclusive of a delivery free delivery address and inclusive of the respectively applicable legal value added tax as well as inclusive of the costs for packaging, unless expressly agreed otherwise in writing.

b)

The purchase price is payable within 14 days of proper invoicing with a 3% discount or within 30 days of proper invoicing net.

6. Set-off and retention

The seller may only assert rights of set-off and retention on the basis of existing claims against the purchaser if the seller's claims against the purchaser are due, uncontested or legally confirmed.



7. Delivery

a)

All delivery dates agreed in the order or otherwise are binding on the seller. The receipt of delivery at the delivery address specified in the order is decisive for compliance with the delivery date. Simultaneously with the respective dispatch, the seller informs the purchaser in writing of the dispatch that has taken place. The consequences of incorrect or incomplete shipping documents shall be borne by the seller.

b)

The seller is obliged to notify the purchaser in writing without delay of any impending or actual failure to meet a delivery date, the causes thereof and the expected duration of the delay. This will not affect the occurrence of the delay in delivery.

c)

In the event of a delay in delivery, the purchaser is entitled to all valid legal claims.

d)

For each negligent exceeding of delivery deadlines, the seller pays a contractual penalty in the amount of 1% of the order volume affected by the delay for each commenced week of the exceeding of the deadline, but not more than 5% of the order volume affected by the delay.

8. Transfer of risk and shipment

The risk of accidental loss or accidental deterioration of the goods passes to the purchaser upon proper and complete delivery free domicile at the named place of destination.

9. Liability for defects and warranty

a)

The purchaser is entitled to the legal warranty rights without restriction. In particular, the purchaser is entitled to choose between rectification of the defect or delivery of a defect-free



item or compensation for damages. If possible, all rectifications by the seller will be carried out at the place where the goods are located when the defect becomes apparent.

b)

In the event of imminent danger due to a defect for which the seller is responsible, the purchaser is entitled to remedy the defect himself at the seller's expense after notifying the seller accordingly.

c)

Warranty claims for defects become barred by the statute of limitations 24 months after the passing of risk.

In the case of replacement delivery or rectification of defects, the period only commences with the effectuation or completion.

10. Product liability and insurance

a)

The seller is obliged to indemnify the purchaser from any liability towards third parties or from claims of third parties arising from the manufacture, delivery, storage or use of the delivered goods upon first request. The indemnification obligation does not apply insofar as the claim is based on grossly negligent or intentional breach of duty by the purchaser.

b)

During the term of a contract, the seller is obliged to always maintain product liability insurance with sufficient minimum coverage of € 10,000,000 per damage to persons or property. Any further claims for damages remain unaffected by this.



11. Legal deficiencies

a)

The seller warrants and assures that the goods are delivered free of third party rights and that no third party rights are infringed by the delivery. In this respect, the seller indemnifies the purchaser against any possible claims of third parties upon first request.

b)

Claims arising from legal deficiencies become time-barred in accordance with clause 9 c).

12. Provision of material and retention of title

All materials provided to the seller for the performance of the order remain the sole property of the purchaser. All items produced with the materials of the purchaser may neither be passed on to third parties nor used for purposes other than the contractual purposes without the purchaser's consent. They must be stored in such a way that they can be returned to the customer immediately at any time. Any right of retention or lien of the seller is excluded.

13. Place of fulfilment and jurisdiction

a)

The place of fulfilment is the place to which the ordered goods are to be delivered in accordance with the order or the place of business of the customer if no other place of delivery has been agreed in writing.

b)

To the extent permitted by law, the place of jurisdiction for all disputes arising out of or in connection with the order, the purchase contract or any other contract is at the place of business of the purchaser. However, this does not exclude the possibility of suing the supplier at his place of business.



14. Data protection

As part of the contractual relationship, Exentis processes personal data, in particular contact details of suppliers' employees. Further information on data processing by the German Exentis companies can be found in the Business Partner Privacy Notice (available at: <https://www.exentis-group.com/en/gtc/>).