

General Terms and Conditions of Purchase (GTCP) of the VDH | GROUP

These EKB apply to the following companies of the VDH-Group:

Mehldau & Steinfath Umwelttechnik GmbH, Alfredstraße 279, 45133 Essen, HRB 14564

HKL Anlagentechnik GmbH, Alfredstraße 279, 45133 Essen, HRB 25024

DrySoTec GmbH, Alfredstraße 279, 45133 Essen, HRB 18138

hereinafter all referred to as VDH.

§ 1 Scope, Form

1. These Terms and Conditions of Purchase shall apply to all business relations with our business partners and suppliers (hereinafter: "Supplier") if the Suppliers are entrepreneurs (§ 14 BGB), a legal entity under public law or a special fund under public law.
2. These Terms and Conditions of Purchase shall apply in particular to contracts for the delivery of movable goods ("Goods"), irrespective of whether the Supplier manufactures the Goods itself or purchases them from upstream suppliers (§§ 433, 650 BGB). They also apply accordingly to the purchase of work and services. Acceptance of the delivered products shall be replaced by acceptance in the case of work and services and by performance of the service in the case of services.
3. These terms and conditions shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the supplier shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This shall apply in any case, for example even if we accept the supplier's deliveries without reservation in the knowledge of the supplier's general terms and conditions.
4. Individual agreements made with the supplier in individual cases (including subsidiary agreements, supplements and amendments, etc.) shall in any case take precedence over these terms and conditions. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.
5. Legally relevant declarations and notifications of the supplier with regard to the contract (e.g. setting of a deadline, reminder, withdrawal) shall be made in writing or text form (e.g. letter, e-mail, fax). Legal formal requirements and further evidence - in particular the declarant's power of representation - shall remain unaffected.
6. Any rights to which we are entitled under statutory provisions beyond these Terms and Conditions of Purchase shall remain unaffected. References to the applicability of statutory provisions shall only have clarifying significance. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these Terms and Conditions of Purchase.
7. In the case of construction measures, unless otherwise agreed, the VOB, Parts B and C and Supplementary Volume in the version valid at the time of conclusion of the contract shall apply in addition to these Terms and Conditions.
8. The Terms and Conditions of Purchase in their respective version shall also apply as a framework agreement for future contracts for the delivery of movable goods, work performances and/or services with the same supplier without us having to refer to them again

in each individual case. The current version of these Terms and Conditions of Purchase is available at <https://www.vdh-group.de/vdh-group-bedingungen/>.

§ 2 Order, conclusion of contract

1. All our orders shall only become effective when we have placed them in writing or in text form (email). Our order shall be valid, if it does not contain a specific binding period, for one week after it has been sent; thereafter it shall expire. The supplier must point out obvious errors (e.g. spelling and calculation errors, etc.) and incompleteness of the order to us for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not to have been concluded. If there are ambiguities for the supplier regarding our order, the supplier is obliged to clarify these with us before conclusion of the contract.
2. A purchase order issued with the aid of automatic equipment, in which the signature and name are missing, shall be deemed to be formally sufficient. Our silence in response to offers, requests or other declarations by the supplier shall only be deemed to constitute consent if this has been expressly agreed in writing. We expect an unconditional written order confirmation from the seller stating our order and material number/designation within the binding period, unless we have expressly waived an order confirmation in writing.
3. Offers and cost estimates of the Supplier shall be made free of charge, unless otherwise agreed in writing.
4. The supplier is required to accept our order within the binding period, which he may also do by dispatching the goods in good time without reservation (acceptance). A delayed acceptance shall be deemed a new offer and requires acceptance by us.
5. The supplier is already obliged to inform us in writing before a contract is concluded if:
 - a) the goods to be delivered are not exclusively suitable for the use agreed with him or known to him or recognisable to him;
 - b) special risks or unusual consequences of damage may be associated with the use of the goods, which he knows or should know;
 - c) patents, licences or other industrial property rights of third parties could be infringed by the resale of the goods by us at home and/or abroad.
6. Within the scope of reasonableness for the supplier, we may demand changes to the goods in terms of design and execution. In this case, the effects, in particular with regard to additional and reduced costs as well as delivery dates, are to be settled appropriately by mutual agreement.
7. The supplier shall inform us in writing before conclusion of the contract if the ordered goods are subject to export control or other restrictions on marketability ("export control") in accordance with the regulations applicable in the Federal Republic of Germany. If the ordered goods are subject to export control, but the supplier denies this or fails to provide information in accordance with sentence 1 of this clause, we shall be entitled to withdraw from the contract without setting a deadline. Furthermore, the supplier is obliged to indemnify us against claims of third parties (e.g. damages, fines, etc.) which are based on the fact that the ordered goods are subject to an export control, insofar as we are not at fault. This shall not apply if the supplier is not responsible for the omitted or incorrect information according to sentence 1 of this clause. Our further claims shall not be excluded hereby.
8. The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with our express consent. The obligation to maintain secrecy shall also apply after the execution of this contract; it shall expire if and to the extent that the production knowledge contained in the

illustrations, drawings, calculations and other documents provided has become generally known.

Additional deliveries and services which exceed the scope agreed in the contract may only be carried out by the supplier after the conclusion of a prior contract amendment (order by us and acceptance by the supplier). Without submission of such a contract supplement, we shall be entitled to refuse payment and/or services of the supplier where no written order was submitted by us prior to the execution of the deliveries and/or services of the supplier, no claim for additional remuneration exists on the part of the supplier and all additional deliveries and/or services rendered are cost-neutral for us.

§ 3 Scope of delivery and services

1. The Contractor shall in any case assume responsibility for the selection of materials and/or the process engineering design in relation to its scope of supply and shall ensure that any materials and/or materials in contact with the product are resistant to media, can be used without restriction, withstand any external influences without damage, are designed in accordance with the requirements at the place of installation and/or use, are corrosion-resistant and rust-resistant, take into account the effects of earthquakes at the place of installation and/or use and the product has been designed accordingly. The Purchaser shall ensure that any materials or substances in contact with the Product are resistant to the media, will withstand any external influences without damage, are designed to meet the requirements of the place of installation or use, are corrosion and rust resistant, take into account the effects of earthquakes at the place of installation or use and that the Product has been designed accordingly and that all requirements specified in the Purchaser's enquiry and contract are met.
2. The supplier may not start production until his drawings have been accepted by us and approved in writing or text form (mail).

§ 4 Delivery, Delivery Time, Consequences of Default, Transfer of Risk, Default of Acceptance

1. Unless otherwise agreed, the supplier is neither entitled to make partial deliveries nor to make excess or short deliveries.
2. Unless another delivery modality has been agreed, delivery shall be made DDP Incoterms 2010 to the delivery address specified in the order. If no delivery address is indicated and nothing else has been agreed, the delivery shall be made DDP Incoterms 2010 to the registered office of the respective company of the vdh group. If, in deviation from the preceding sentence of this clause, "free domicile", "free construction site" or similar has been agreed with the Supplier as the delivery modality, this clause shall, subject to a clear interpretation to the contrary, be understood to mean that delivery is not completed until the goods have arrived at the destination.
3. The receipt of the goods at the delivery address specified by us shall be decisive for compliance with the delivery date or the delivery period. The respective delivery address is also the place of performance for the delivery and any subsequent performance (obligation to deliver).
4. The supplier who does not manufacture the goods himself may procure them from third parties, but then bears the procurement risk (unless otherwise agreed in the individual case, e.g. limitation to stock). The supplier who manufactures the goods himself but procures parts for them from third parties shall be liable for them as his vicarious agents. The reservation of self-supply is excluded.
5. The delivery time stated by us in the order is binding. If the delivery time is not specified in the order and has not been agreed otherwise, it shall be immediately from the conclusion of the contract in accordance with § 271 BGB. The supplier is obliged to notify us in writing without

delay if he is unlikely to be able to meet agreed delivery times - for whatever reason. Such notification shall not release the supplier from its obligation to perform in due time and shall not affect our rights arising due to delayed performance.

6. In the case of a transaction for delivery by a fixed date, if the delivery date is exceeded, contrary to Section 376 (1) sentence 2 of the German Commercial Code (HGB), we do not need to give notice that we insist on performance in order to maintain the claim to performance. The continued existence of the claim to performance shall not affect our unrestricted right to withdraw from the contract in accordance with the statutory provisions.
7. Without this entailing any restriction of other notification obligations, the supplier shall give us reasonable advance written notice of the delivery.
8. If the day on which the delivery must be made at the latest can be determined on the basis of the contract, the supplier shall be in default upon expiry of this day if the delivery has not been made by then, without this requiring a reminder from us. The other statutory provisions pursuant to Section 286 (2) Nos. 2 to 4 of the German Civil Code (BGB), which do not require us to issue a reminder, shall remain unaffected.
9. In the event of a delay in delivery, we shall be entitled to the statutory claims without limitation, including the right to withdraw from the contract and the claim for damages instead of performance after the fruitless expiry of a reasonable grace period, unless such a grace period is dispensable in accordance with these Terms and Conditions of Purchase and/or the statutory provisions. The provisions of the following clause § 3.10. of these Terms and Conditions of Purchase shall remain unaffected.
10. If the supplier is in default, we may - in addition to further statutory claims - demand lump-sum damages for default in the amount of 1% of the net purchase price of the goods not delivered or delivered too late per calendar week or part thereof, but in total not more than 5% of the net purchase price of the goods not delivered or delivered too late. We reserve the right to prove that a higher loss has been incurred; the supplier that no loss or only a significantly lower loss has been incurred.
11. The transfer of risk shall take place upon delivery at the place owed. Insofar as an acceptance has been agreed, this shall be decisive for the transfer of risk, in deviation from the previous sentence of this point. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly in the event of acceptance.
12. The supplier shall comply with the recognised rules of technology and safety for its deliveries and shall adequately secure the goods against transport damage. The supplier shall be liable for damage to the goods as a result of inadequate packaging.
13. The delivery must be accompanied by a delivery note stating the date (issue and dispatch), the content of the delivery (article number and quantity) and our order ID (date and number). If the delivery note is missing or incomplete, we shall not be responsible for any delays in processing and payment resulting therefrom. A corresponding dispatch note with the same content must be sent to us separately from the delivery note.
14. The statutory provisions shall apply to our default of acceptance. However, the supplier must also expressly offer us his performance if a specific or determinable time has been agreed for an action or cooperation on our part (e.g. provision of material).
15. The supplier shall be responsible for the proper disposal of the packaging. If we are to dispose of the packaging as agreed, the supplier shall bear the costs.

§ 5 Initial investigation by the supplier

1. In order to prevent consequential damage from the delivery of defective goods as far as possible, the supplier is obliged to inspect the goods for defects that can be identified by a

proper inspection before delivery. The supplier is obliged to record the result of this initial examination in writing and to forward it to us upon request.

2. If it becomes apparent to the supplier after delivery that the goods are defective, the supplier is obliged to notify us of this defect in writing without delay. This shall apply even if the defect does not give rise to a warning based on tort and/or product liability law or a recall based on tort and/or product liability law.

§ 6 Prices, invoicing, terms of payment, payment

1. The price stated in the order is binding. All prices include statutory value added tax if this is not shown separately.
2. Unless otherwise agreed in the individual case, the price includes all services and ancillary services of the supplier (e.g. assembly, installation, etc.) as well as all ancillary costs (e.g. packaging, transport costs including any transport and transport liability insurance, etc.).
3. The agreed price is due for payment within 30 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If we make payment within 14 calendar days, the supplier shall grant us a 3% discount on the net amount of the invoice. Payment shall be made subject to invoice verification. In the case of bank transfer, payment shall be deemed to have been made when the transfer order is issued to our bank.
4. The date of receipt of the goods at the place of destination shall be decisive for the calculation of the payment date. Should the invoice be received later than the consignment of goods, however, the date of receipt of the invoice by us shall be the basis for determining the date of payment. In the event of acceptance of early delivery, the due date for payment shall be based on the agreed delivery date.
5. Invoices must meet the requirements of §§ 14, 14a UStG (German Turnover Tax Act) and must be submitted separately for each order after complete delivery, completion of services and commissioning or, in the case of performance-related services, after their acceptance, stating the order number and order date in each case. Invoices without order number and order date shall be deemed to be irregular. Invoices shall be accompanied by time sheets, if applicable, as well as agreed information and documents. Invoices shall be sent to the customer in duplicate. They must not be enclosed with the delivery. Electronic creation and transmission of an invoice is excluded.
6. We do not owe interest on arrears in accordance with § 353 HGB. The statutory provisions shall apply to default in payment.
7. We shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent provided by law. In particular, we are entitled to withhold due payments as long as we are still entitled to claims from incomplete or defective performances against the supplier. Payments shall be made subject to reservation and shall not affect the supplier's warranty obligation.
8. The supplier shall only have a right of set-off on the basis of counterclaims that have been legally established or are undisputed. We are also entitled to set off against claims of the supplier which are not undisputed or legally established.

§ 7 Set-off, right of retention, provision of security

1. He shall only have a right of retention if his counterclaim arises from the same legal relationship as our claim in respect of which he is retaining. We are entitled to assert rights of retention against the supplier on account of rights which are not based on the same legal relationship as that within which the retention is exercised.

2. Insofar as protocols or certificates (e.g. on material tests, safety tests, etc.) have been agreed, they shall form an integral part of the delivery and shall be sent to us together with the invoice, but no later than 10 days after invoicing. Invoices shall become due at the earliest upon receipt of the agreed certificate.
3. If we have a reasonable suspicion that the financial situation of the supplier has deteriorated considerably or that he may not be able to perform the contractual service in whole or in part for other reasons, we are entitled to make any further performance dependent on prior security from the supplier. If the supplier fails to provide such security within a reasonable period of time set by us, we shall be entitled to terminate the contractual relationship concerned and, if applicable, also other contractual relationships with the supplier without notice.

§ 8 Retention of title, assignment

1. The transfer of ownership of the goods to us shall be unconditional and without regard to the payment of the price; we shall become the owner of the goods upon delivery. All extended, forwarded and prolonged reservations of title are excluded. However, the following shall apply to a simple reservation of title: If we accept an offer of the supplier for transfer of title conditional on payment of the purchase price, the supplier's reservation of title shall expire at the latest upon payment of the purchase price for the goods delivered; in this case, however, we shall nevertheless be entitled to resell the goods in the ordinary course of business even before payment of the purchase price; we shall assign the claims arising from the resale, which we shall remain authorised to collect, to the supplier, who hereby accepts the assignment.
2. The supplier may only assign its claims against us to third parties or have them collected by third parties with our prior written consent, unless the claims are legally established or undisputed. If, in the event that consent is refused, the assignment of a monetary claim is nevertheless effective in accordance with § 354a of the German Commercial Code (HGB), the assignor/supplier shall reimburse us for any additional costs incurred in connection with the assignment.

§ 9 Tools, secrecy

1. We reserve the ownership and/or all copyrights and other industrial property rights to production means of all kinds (such as, for example, provisions, devices, tools, printing templates, samples, models, works standards, plans, calculations, execution instructions, product descriptions, illustrations, drawings, software, etc. and other objects and other documents) which we provide to the supplier for the manufacture of the products or for other reasons. Such means of production shall be used exclusively for the contractual performance and shall be returned to us immediately at the supplier's expense after completion of the contract; at the latest, however, at our request. The same shall apply to multiple productions made by the supplier or data stored in electronic form. The supplier shall not be entitled to a right of retention.
2. Any processing, mixing or combination (further processing) by the supplier of means of production provided to us shall be carried out on our behalf. The same shall apply in the event of further processing of the delivered goods by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.
3. The supplier is obliged to use these means of production exclusively for the manufacture of the products ordered by us or according to other specifications from us. These means of production may not be made accessible to third parties. The means of production must be kept secret from

third parties, even after termination of the contract. The obligation to maintain secrecy shall only expire if and to the extent that the knowledge contained in the means of production has become generally known.

4. The supplier shall report any enquiries by third parties to us without delay. The supplier is not entitled to make copies, reproductions or other duplications of the means of production.
5. The supplier is obliged to handle the production equipment with care, to store it properly and to dispose of it only with our written consent, even if no more deliveries have been made to us with this production equipment over a longer period of time.
6. If the supplier manufactures or provides special tools for the production of the goods, he shall be obliged to provide us with ownership of these tools in accordance with the following provisions:
 - a) Should we agree to pay the tool costs, the supplier must issue us with a corresponding invoice. Upon payment of the invoice, ownership of the tool in question shall pass to us. Upon payment of the invoice, the supplier shall hold the tool in safe custody for us (relationship of intermediary possession). In addition, we have the right to take physical possession of the tool at its location and to mark it as our property;
 - b) The supplier must include the tool in an existing contents insurance policy for its technical equipment. He hereby assigns to us all claims for compensation arising from this insurance. We hereby accept the assignment;
 - c) The costs of maintenance, repair or restoration of the tools shall be borne by the supplier until transfer of ownership to us, thereafter they shall be borne by us - unless the costs are based on improper handling of the tool by the supplier.

§ 10 Drawings, breaks, samples

1. Drawings, tracings and samples provided by us are our property and may neither be reproduced nor passed on to third parties, unless such passing on is necessary for the fulfilment of the contract and provided for in the contract, and must in any case be returned to us at the latest after the fulfilment of the contract.
2. Drawings, traces, samples and other documents provided by the supplier shall become our property upon their handover to us. The supplier shall grant us the rights of use to any existing copyrights insofar as this is necessary for the fulfilment of the contract and the contractual use of the deliveries and/or services.

§11 Rights

to work results and software

1. The work results in any form created by the supplier or by third parties on his behalf for us, all samples or other materials as well as all rights including any patent and intellectual property rights thereto shall become our sole and irrevocable property upon their creation. Furthermore, the supplier irrevocably grants us the transferable, sub-licensable, spatially, content-wise and temporally unrestricted right of use and exploitation in all forms of use and exploitation for all aforementioned copyrightable works for the contractually agreed purposes or the purposes stipulated in the contract. In the case of work results created individually for us, the aforementioned rights of use and exploitation shall be granted exclusively. If the supplier provides us with a work result which contains rights existing prior to the performance of the services, the supplier irrevocably grants us a non-exclusive, transferable, sub-licensable right of use and exploitation thereto which is unrestricted in terms of space, content and time.
2. The supplier shall ensure that personnel or auxiliary persons of the supplier involved in the performance of services or third parties called in will not assert any rights derivable from moral rights or other intellectual property rights. At our first request, the supplier shall ensure that

the relevant employees provide the necessary consent to the registration of intellectual property rights and/or a declaration of assignment of rights to work results.

3. The supplier shall be entitled to retain a copy of the work result as proof of the services rendered by him. The Supplier shall not be entitled to any further rights, in particular a right of reproduction or distribution.

§ 12 Software

1. We are entitled to use the software belonging to the delivery, including documentation, to the extent necessary for the contractual use of the delivery. In this respect, the Contractor grants us an irrevocable, non-exclusive, temporally and geographically unlimited licence.
2. Prior to delivery and installation, the Contractor shall check the software for viruses, Trojans or other malware using current, commercially available virus protection programs.

§ 13 Spare parts

The Seller is obliged to keep spare parts for the products delivered to us in stock for a period of at least 10 years after delivery. If the supplier intends to discontinue the production of spare parts for the products delivered to us after the expiry of 10 years, it shall notify us thereof without undue delay after the decision on the discontinuation. This decision must - subject to the first sentence of this point - be at least 6 months before the discontinuation of production.

§ 14 Defects of quality and title, inspection and notification of defects, liability for defects, rights in the event of defects

1. The statutory provisions shall apply to our rights in the event of material defects and defects of title of the goods (including incorrect and short delivery as well as improper assembly, defective assembly, operating or operating instructions, etc.) and in the event of other breaches of duty by the supplier, unless otherwise stipulated below. Section 14 remains unaffected.
2. In accordance with the statutory provisions, the supplier is liable in particular for ensuring that the goods have the agreed quality at the time of the transfer of risk to us. The agreed quality shall in any case be the quality according to product descriptions which - in particular by designation or reference in our order - are the subject matter of the respective contract or were included in the contract in the same way as these Terms and Conditions of Purchase. It makes no difference whether the product description originates from us, from the supplier or from the manufacturer.
3. In addition to the material defects defined by law, the goods are defective if at the time of the transfer of risk:
 - a) deviates from the agreed quality and/or suitability for use;
 - b) does not meet the statutory and/or other legal requirements that must be complied with if the goods are resold in Germany;
 - c) the goods deviate from recognised rules of technology, the applicable rules for product safety, applicable DIN standards and/or applicable EU standards [this also includes, but is not limited to, compliance with Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH)] and/or have not been manufactured in accordance therewith; and/or
 - d) is defective within the meaning of the Product Liability Act.

4. If machines, devices or plants are the subject of the delivery, they must comply with the requirements of the special safety regulations for machines and plants applicable at the time of performance of the contract and have a CE marking, otherwise they are defective in quality.
5. Our approval of the seller's drawings, calculations or other technical documents does not affect his responsibility for defects and the acceptance of guarantees given by him.
6. Acceptance of the products as well as processing, payment and reordering of products not yet recognised as defective and notified shall not constitute approval of the delivery and no waiver of claims for defects.
7. The goods are defective in title if they do not meet the requirements according to § 14. of these Terms and Conditions of Purchase at the time of the transfer of risk. Otherwise, the defect of title shall be governed by § 435 of the German Civil Code (BGB).
8. Notwithstanding Section 442 (1) sentence 2 of the German Civil Code (BGB), we shall also be entitled to unlimited claims for defects if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.
9. The statutory provisions (Sections 377, 381 of the German Commercial Code [HGB]) shall apply to the commercial duty to inspect and give notice of defects with the following proviso (unless we have concluded a separate quality assurance agreement [QAA] with the supplier; in this case the provisions in the QAA shall take precedence). We shall fulfil our commercial duty to inspect by random inspection of the goods sent to us as is customary in the industry. It is not necessary to involve third parties, nor is it necessary to examine the chemical composition. Our obligation to inspect is limited to defects which become apparent during our incoming goods inspection by means of external examination including the delivery documents (e.g. transport damage, deviation from the agreed quality, wrong and short delivery, etc.). If acceptance has been agreed, there is no obligation to inspect. In all other respects, it shall depend on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. Notwithstanding our duty to examine, our complaint (notice of defect) shall be deemed to have been made without undue delay and in good time if it is sent within seven working days of discovery - or, in the case of obvious defects, within 14 working days of delivery. In this respect, the supplier waives the objection of late notification of defects.
10. If individual random samples of a product consignment are defective, we may, at our own discretion, demand that the defective items be sorted out by the supplier or assert claims for defects on account of the entire product consignment. If, as a result of defects in the products, it becomes necessary to inspect the products beyond the usual scope of the incoming goods inspection, the supplier shall bear the costs of this inspection.
11. A complaint by us is not required insofar as the supplier knew or should have known of the defect, in particular on the basis of its initial inspection in accordance with section 4 of these terms and conditions of purchase.
12. Subsequent performance shall also include the removal of the defective goods and their re-installation if the goods have been installed in another item or attached to another item in accordance with their type and intended use; our statutory claim to reimbursement of corresponding expenses shall remain unaffected. The expenses necessary for the purpose of inspection and subsequent performance shall be borne by the supplier even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, however, we shall only be liable if we recognised or were grossly negligent in not recognising that there was no defect.
13. Without prejudice to our statutory rights and the provisions in § 9.12., the following shall apply: If the supplier fails to fulfil its obligation of subsequent performance - at our discretion by remedying the defect (subsequent improvement) or by delivering an item free of defects

(replacement delivery) - within a reasonable period of time set by us, we may remedy the defect ourselves and demand reimbursement of the expenses required for this from the supplier or a corresponding advance payment. Subsequent performance of the overall performance can also be demanded if only part of the delivery is defective and acceptance of the other part is of no interest to us. If subsequent performance by the supplier has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage, etc.), no deadline need be set; however, we shall inform the supplier of such circumstances without delay, if possible in advance.

14. If the supplier is unable to carry out the subsequent performance within a reasonable period of time, if he does not comply with the request within the period of time set for him, if the subsequent performance fails or if the setting of a deadline is dispensable, we shall be entitled to reduce the purchase price, to withdraw from the contract and, if the supplier is responsible for the defect and/or the defective or failed subsequent performance, to demand compensation for damages. This also includes the costs of any replacement procurement or the costs of rectification by a third party. The compensation also includes all damages caused by the defective item in an adequately causal manner.
15. If a defect is not identifiable in advance by means of appropriate material tests and if the defectiveness of the delivered goods can therefore only be determined during production, processing or installation, the supplier shall be liable, insofar as it is responsible for the defectiveness of the goods, in addition to its duty of subsequent performance for all damage caused by the cessation and delay of production as well as for the futile expenses already incurred.
16. The compensation for damages also includes the damages resulting from the fact that the defective goods have led to a defective product due to installation or mixing. In individual cases, the compensation for damages therefore also includes the compensation for damages and expenses which we are obliged to pay to our customers within the framework of the statutory warranty obligation and recourse liability (§§ 478 ff. BGB).
17. If the supplier is an intermediary for the goods concerned, he cannot exonerate himself pursuant to Section 280 (1) sentence 2 of the German Civil Code (BGB) if he recognised or could have recognised the defect on the basis of the duty of inspection incumbent on him vis-à-vis his supplier pursuant to Section 377 of the German Commercial Code (HGB) but nevertheless delivered the goods to us.
18. If a defect in the Contractor's Supplies is such that it gives reason to believe that it may be a serial defect, the Contractor shall replace all parts of the Contractor's Supplies at the request of the Client. If the Contractor has remedied a defect, the Client shall only accept this remedy by signing a corresponding certificate of remedy.
19. Furthermore, in the event of a material defect or defect of title, we shall have the corresponding statutory rights; in the event of infringement of property rights, we shall also have the rights described in Section 14.
20. Right of termination for framework supply agreements: In addition to the rights for defects according to § 9.2. to § 9.18. with regard to individual deliveries, we have the right to extraordinarily terminate framework supply agreements for good cause if the supplier repeatedly delivers defective goods despite a warning.

§ 15 Periods of limitation

1. The limitation period for our rights due to material defects of the goods (if they are not subject to sentence 2 of this clause) is three years from delivery; if acceptance has been agreed, from this. Insofar as the regulations according to § 479 BGB (German Civil Code) on the limitation of

recourse lead to longer limitation periods, these remain unaffected. For goods that are used for a building in accordance with their usual use and whose

2. defect, the period shall be six years (this shall also apply if we combine or process the goods with or into products and these products become part of a building or at least part of a building).
3. The limitation periods of three or six years shall also apply to claims arising from defects of title (whereby the statutory limitation period due to rights in rem of third parties [Section 438 (1) No. 1 BGB] shall remain unaffected); however, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert its right - in particular in the absence of a limitation period - against us.
4. In the event that the supplier fraudulently conceals a defect, the warranty period for material defects shall be extended to five years.
5. The limitation periods of the law on sales, including the above extensions, shall apply - to the extent provided by law - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the statutory limitation period shall apply.
6. (§, 199 BGB), unless the application of the statutory limitation periods of the law on sales leads to a longer limitation period in the individual case.
7. limitation period.
8. In the case of subsequent delivery, a new warranty period begins with the delivery of the new goods in place of the defective goods. In the case of rectification of defects, a new warranty period shall commence with the rectification of the defective item. With the subsequent delivery and rectification, the supplier acknowledges the defect complained about.

§ 16 Product and producer liability, indemnification, insurance

1. Without waiving any further claims on our part, the supplier shall indemnify us against all claims of third parties which are asserted against us from Germany and/or abroad on the basis of product law, product liability law or similar provisions, insofar as the goods were supplied by the supplier or the causality of basic materials or parts supplied by the supplier is based on the product defect. The
2. Indemnification also includes in particular the reimbursement of expenses incurred by us as well as the costs of a precautionary field or recall action and is promised by the supplier waiving the objection of limitation. The supplier's responsibility for its suppliers pursuant to section 3.4 sentence 2 shall also apply in this respect.
3. The supplier shall take out and maintain extended product liability insurance with a lump sum coverage for personal injury and property damage per personal injury/property damage of at least three (5) million EUR and with a coverage of at least five (10) million EUR for financial loss. The supplier shall prove this to us upon request by submitting a valid confirmation of insurance.

§ 17 Liability

1. Claims for damages by the supplier against us, irrespective of the legal grounds, in particular for breach of obligations arising from the contractual obligation and from tort, are excluded with the exception of liability for intentional or grossly negligent conduct, injury to life, limb or health or for breach of essential contractual obligations.
2. However, the claim for damages for the breach of material contractual obligations shall be limited to the foreseeable damage typical for the contract, up to a maximum of two (1) million EUR per claim, not more than twice per year, unless our liability is based on an intentional or grossly negligent act and/or on injury to life, body or health.

3. Notwithstanding any provisions to the contrary, the supplier shall be liable without exception for any direct, indirect and/or consequential damage, such as loss of production, loss of use, loss of profit, consequential damage due to defects, loss of interest, costs and damage due to contracts we have with third parties, etc.

§ 18 Property rights

1. The supplier warrants that the goods delivered by him do not infringe any domestic and/or foreign property rights. The supplier shall indemnify us against all claims made against us for infringement of an industrial property right and shall bear the costs of safeguarding the rights (including any legal disputes and settlement negotiations) and, at our discretion, acquire the necessary licences from the owner of the industrial property right or take back the products supplied if these claims are based on a culpable
2. breach of duty on the part of the supplier. We shall inform the supplier in
3. In the event of a claim, we shall inform the Supplier without delay and give the Supplier the opportunity to participate in the corresponding negotiations.
4. Further legal or contractual claims on our part due to defects of title of the goods remain unaffected.
5. The limitation period is ten years, calculated from the conclusion of the contract.

§ 19 Suspension, termination, adjustment of contract

1. In justified cases, we are entitled to order the suspension of the contract, i.e. the interruption of the execution of the contract. In these cases, the supplier is obliged to protect already existing deliveries to such an extent that a resumption of the execution of the contract is possible at any time. Additional costs for storage, guarding etc. arising from this are cost-neutral for us. We are entitled to terminate the contract at any time without giving reasons, unless otherwise agreed in the order letter.
- 2.
3. 2. Insofar as unforeseeable events within the meaning of § 313 of the German Civil Code (BGB) significantly change the economic significance or the content of the delivery or have a significant effect on our business, the contract shall be adjusted appropriately in good faith.
4. Insofar as it is economically unreasonable for us to adhere to the contract, we shall have the right to withdraw from the contract, even if an extension of the delivery time was initially agreed with the supplier, but the unreasonableness occurs later. If we wish to make use of this right of withdrawal, we must immediately notify the supplier of this subsequent recognition of the scope of the event.

§ 20 Interruption of Delivery or Service, Force Majeure, Withdrawal

1. If circumstances for which we are not responsible lead to a shutdown or an impairment of the usability of the delivery or service that significantly restricts our operations or those of one of our customers for whom the delivery or service is intended, the obligation to accept shall lapse for the duration of the shutdown or impairment of the operations. In this respect, claims for damages by the supplier against us are excluded. This shall apply in particular in the event of force majeure: If a case of force majeure (to be understood in the sense of Clause 3 of the ICC Force Majeure Clause 2003) exists, our obligation to accept shall lapse for the duration of the resulting significant impairment or suspension of the usability of the delivery or service. Insofar as one of the parties cannot reasonably be expected to perform the contract as a result of the

delay due to the aforementioned cases, it may withdraw from the contract by means of an immediate written declaration to the other party.

2. We are entitled to terminate the contract in accordance with §§ 648 (general right of termination), 648a (right of termination for good cause in case of unreasonableness) BGB. This also applies accordingly to contracts for work and materials.
3. We are also entitled to exercise the statutory rights of withdrawal.
4. If we withdraw from the contract in whole or in part, the supplier's payment claims shall lapse. Any advance payments made shall be refunded to us without delay and without deduction. In the event of a partial withdrawal from the contract, the supplier's payment claims shall only lapse and down payments shall only be refunded to the extent that these relate to the part which is the subject of the withdrawal. The supplier has no right of retention.
5. If we withdraw from the contract in the event of cessation of payments and / or the filing of an application for the opening of insolvency proceedings against the assets of the supplier, we shall be entitled to make use of the facilities required for the continuation of the work or deliveries made to date by the supplier in return for appropriate remuneration.

§ 21 Confidentiality, advertising

1. "Confidential Information" means all financial, technical, economic, legal, tax, business, employee or management/board or other information (including data, records, know-how and in particular information about products, manufacturing processes, drawings, CAD and production documents, quality information, mechanical or electrical components, sketches or designs, materials, samples, specifications and measurement results, modules, technical equipment, prototypes, trade secrets, business relationships, business strategies, business plans, financial planning, personnel matters, etc.) which relates to us or our affiliated companies and which is made available to the Supplier directly or indirectly by us or an affiliated company.) which relate to us or to companies affiliated with us and which are made accessible to the supplier, its bodies, employees, consultants or other third parties working for it directly or indirectly by us or by a company affiliated with us or which come to the supplier's knowledge in any other way. Whether and on which carrier medium the information is embodied is irrelevant; in particular, oral information is also covered. It is also irrelevant whether documents or other carrier media were created by us or others, provided they embody information that relates to us or an enterprise affiliated with us.
2. Information is not considered confidential if it:
 - a) was already publicly known at the time the supplier became aware of it, or
 - b) has subsequently become public knowledge without a breach of this Clause § 16. or of confidentiality obligations of persons authorised by the Supplier.
3. "Authorised persons" are the supplier, its executive bodies and employees, provided that they are each subject to a confidentiality obligation vis-à-vis the supplier which does not fall below the protection of this Clause § 16. and must necessarily be involved in the project. Authorised persons are also advisors of the supplier who are professionally or contractually obliged to maintain confidentiality.
4. The Supplier shall keep the Confidential Information strictly confidential for a period of 3 years beyond the business relationship and shall neither forward nor otherwise make it accessible to third parties who are not Authorised Persons and shall take suitable precautions to protect the Confidential Information, but at least those precautions with which the Supplier protects particularly sensitive information about its own company.
5. The Supplier shall use the Confidential Information solely for the performance of the Contract. In particular, the Supplier shall not use the Confidential Information to gain a competitive business advantage over us, any of our affiliated companies or third parties. Duplications are

only permitted to the extent that this is compatible with the purpose of the contract and are also to be treated confidentially.

6. The Supplier shall inform all Authorised Persons who receive Confidential Information of the content and scope of the rights and obligations under this Clause § 16. and shall ensure that all Authorised Persons comply with the provisions contained herein.
7. Upon our request, the Supplier shall, at our option, return, destroy or delete all documents and other carrier media insofar as they contain Confidential Information, unless the Supplier is obliged to retain them by law or by order of a competent court or a competent authority or other body. Confidential Information contained in routinely electronically stored files need not be deleted insofar as this would only be possible with disproportionate effort. Upon request, the Supplier shall inform us in writing, stating reasons, which Confidential Information has been returned, destroyed or deleted and which has not.
8. In addition to these Terms and Conditions of Purchase, a separate and detailed confidentiality declaration may be agreed. These Terms and Conditions of Purchase shall apply subordinate and supplementary to this declaration of secrecy or confidentiality.
9. The supplier may only refer to the business relationship with us in illustrations, brochures, information and/or advertising material with our written consent.

§ 22 Data protection and security

1. The Supplier undertakes to us to process personal data in accordance with the EU General Data Protection Regulation (Regulation (EU) 2016/679, "DSGVO") and all other applicable data protection laws, and in particular to take appropriate technical and organisational measures to ensure the protection of the rights and freedoms of the data subjects. The Supplier shall be obliged to inform its employees and, if applicable, involved processors of the relevant statutory and contractually agreed data protection provisions and to oblige them to comply with them and to maintain confidentiality.
2. In the event of the processing of personal data by the supplier on our behalf, a corresponding supplementary agreement pursuant to Art. 28 DSGVO shall be concluded in advance of the respective data processing. The Supplier warrants that the processing of personal data will take place exclusively in a member state of the European Union or in another state party to the Agreement on the European Economic Area. Any relocation to a third country requires our prior consent in text form and may only take place if the special requirements of Art. 44 et seq. DSGVO are fulfilled and any further necessary measures have been taken.
3. The supplier is obliged to provide the contractual services in accordance with the state of the art in information security in such a way that the security, confidentiality, availability, integrity and resilience of our IT systems and company data are not impaired or jeopardised. The supplier shall ensure a level of security appropriate to the risk. Company data within the meaning of this clause § 17. is all our information worthy of protection, which also includes personal data.

§ 23 Conduct of the Supplier

1. The supplier undertakes to comply with the laws of the respective applicable legal system(s), not to tolerate any form of corruption and bribery, to observe the fundamental rights of employees and the prohibition of child and forced labour. Furthermore, the supplier undertakes to respect and comply with human dignity and internationally recognised human rights. Furthermore, the supplier will promote equal opportunities and refrain from and reject any form of discrimination or harassment based on gender, ethnic or social origin, nationality, religion or belief, age, disability and sexual orientation. The supplier will also take responsibility for the health and safety of its employees in the workplace, ensure fair pay and working hours,

observe environmental protection laws and promote and demand compliance with all these principles from its suppliers/subcontractors to the best of its ability.

2. The supplier undertakes to indemnify us against any claims and demands asserted against us by third parties in connection with violations of the Minimum Wage Act (MiLoG) by the supplier. However, this shall not apply if we or our vicarious agents have demonstrably violated the provisions of the MiLoG ourselves in this individual case with intent or gross negligence. The claims and demands of third parties in the aforementioned sense include in particular claims of our own employees, claims of employees of subcontractors and commissioned rental companies as well as official claims including any fines that have been legally determined.
3. The supplier shall be obliged to name suppliers/subcontractors used in the performance of the contract to us upon request, provided that there is a justified interest on our part. A legitimate interest is given in particular if claims are asserted against us by third parties, the basis of which originates from the sphere of the suppliers/subcontractors.
4. The supplier undertakes to send copies of its certification documents (e.g. DIN EN ISO 9000ff, certificates, etc.), if available, for classification in our supplier file. These serve as proof that the supplier's certifications meet the requirements or for which areas the supplier is accredited. The classification is updated periodically based on the results of the business relationship with the supplier.
5. The supplier undertakes to respond to our request for a written self-disclosure in the form required by us within a reasonable period of time. The results are included in a supplier evaluation which is updated periodically.
6. Supplier undertakes to request the "Code of Conduct for Suppliers of the VDH Group" from us, to countersign it, to comply with it in addition to its obligations under supply contracts and other contractual and/or quasi-contractual relationships with us and to pass it on to its direct suppliers, subcontractors and service providers and to oblige them to comply with it as well. The supplier agrees that we or third parties commissioned by us may carry out unannounced audits (inspections) at any time in order to examine the
7. compliance with the Code of Conduct in its operations. The recognition of the "Code of Conduct for Suppliers of the vdh Group" flows into a supplier evaluation which is updated periodically.
8. In the event of a violation of the principles and requirements contained in the "Code of Conduct for Suppliers of the vdh Group", the supplier shall inform us immediately. In the event of publicly voiced complaints, e.g. in the media, about an alleged violation of the principles and requirements contained in this Code of Conduct or about other incidents that could lead to damage to our reputation, the supplier shall immediately provide us with its written corporate statement on the allegations upon request.
9. The supplier accepts that we have the right to terminate existing supplier contracts and/or purchase orders based thereon without notice or compensation if the supplier violates these general terms and conditions of purchase and/or the principles and requirements of the "Code of Conduct for Suppliers of the vdh Group" or does not sufficiently comply with its duty to cooperate. Insofar as a quick remedy by the supplier is possible, we may only exercise the right of termination after a reasonable period of time set by us has elapsed without success.

§ 24 Choice of law, place of jurisdiction, arbitration court

1. The place of delivery follows from clause § 3.2. of these terms and conditions of purchase. The place of payment and performance for all other obligations arising from the contract with the supplier, including the provision of supplementary performance and restitution as a result of withdrawal, is our registered office.

2. These Terms and Conditions and the contractual relationship between us and the Supplier shall be governed by the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
3. The exclusive - also international - place of jurisdiction for all disputes arising from the contractual relationship is the registered office of the respective company of the vdh Group. However, we shall also be entitled to bring an action in the general or a special place of jurisdiction of the supplier. Overriding statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.

§ 25 Miscellaneous

1. Neither a handwritten signature nor an electronic signature is required to ensure the written form on our part. Notifications in text form (e.g. fax, e-mail, etc.) shall be sufficient for the written form.
2. Should a provision in these terms and conditions or a provision within the scope of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements. The invalid provision shall then be replaced by the statutory provision.