



TERMS AND CONDITIONS of PURCHASE

(valid for AUMUND Fördertechnik GmbH only, hereinafter "AUMUND")

Valid: November 27th, 2019

I. Key CONDITIONS

1. These TERMS AND CONDITIONS OF PURCHASE apply to all business transactions with our business partners (hereinafter referred to as "SUPPLIER" or "SUPPLIERS") with regard to the PURCHASE of raw materials, items, products, software, capital goods and all the services (goods) in relation with the delivery as well as for all contracts for the performance of services or work by our SUPPLIERS. Additionally, they apply as the relevant legal basis already upon submission of a quotation. The TERMS AND CONDITIONS OF PURCHASE are made generally known by uploading them to the internet website <http://www.aumund.de>, so that SUPPLIERS can reasonably take note thereof and consider their application.

2. Our TERMS AND CONDITIONS OF PURCHASE apply exclusively; we shall not recognise any TERMS AND CONDITIONS of SUPPLIER which contradict or deviate from our TERMS AND CONDITIONS OF PURCHASE, unless we have expressly consented to their validity in writing. Our TERMS AND CONDITIONS OF PURCHASE shall even apply exclusively, if we refer in our written communication to a letter from SUPPLIER which contains GTC of SUPPLIER or if we, in knowledge of SUPPLIER GTC, accept the delivery of SUPPLIER without reservations. We hereby expressly object to deviating SUPPLIER TERMS AND CONDITIONS. This objection also applies to SUPPLIER's declared precedence of its GENERAL TERMS AND CONDITIONS.

3. These CONDITIONS AND TERMS OF PURCHASE apply to all business transactions between us and SUPPLIER, even if not expressly mentioned in later contracts.

4. We point out that special CONTRACTUAL CONDITIONS apply to specific services, which will be agreed in an individual contract and may supplement or modify these TERMS AND CONDITIONS OF PURCHASE.

II. Inquiries, Quotations

1. In the quotation, SUPPLIER must adhere to our inquiry and, in case of deviations, must expressly point them out in writing, with proposals for optimisation in terms of technology and prices being expressly welcomed.

2. Drawings, plans, digital models, other documents and samples which are transmitted to SUPPLIER for an inquiry shall remain our property. We reserve all copyrights to the transmitted documents and items. If no CONTRACT IS CONCLUDED, these documents shall be returned to us immediately and without being requested to do so. Digital/Digitalized information and information on data carriers shall be destroyed sustainably, and on request, we shall receive proof of this.



3. SUPPLIER shall be obliged to keep all received data, engineering documents, drawings, calculations and other documents, information and items strictly confidential. They may only be made accessible to third parties with our express consent. The obligation of secrecy shall also be valid after the completion of a CONTRACT; it expires if and insofar as the manufacturing know-how contained in the data, engineering documents, drawings, calculations and other documents made available has become common knowledge. SUPPLIER shall not utilise this information to obtain a business advantage over AUMUND in the competition or to circumvent obligations set out in a CONTRACT concluded with AUMUND. SUPPLIER shall be obliged to agree the obligations of secrecy to the aforementioned extent and also in favour of AUMUND with the sub-suppliers which SUPPLIER tasks with the preparation or fulfilment of an order.

4. Quotations including all visits, plans and any other advance services which SUPPLIER renders in connection with the submission of quotations shall be at no cost for us and will not establish any obligation on us.

III. Order Placement

1. An order shall only be deemed to have been placed, if it has been issued by us in writing and if signed in the original or in a digital copy of the original or if signed digitally. Orders placed verbally or by phone shall only be binding for us, if we have acknowledged them by subsequently sending a confirmation in writing.

2. By acceptance of the order SUPPLIER acknowledges to have informed itself about the type of execution and scope of performance by studying the existing documents. SUPPLIER shall be obliged to inform us immediately about any obvious errors, misspellings or calculation errors found in the data, documents, drawings and plans handed over by us, thus enabling us to correct or renew our order. This shall also apply in case of lack of documents or drawings.

3. SUPPLIER shall confirm the acceptance of order and any order amendments demanded by us in unaltered form in writing or electronically within five business days from the date of the purchase order / order amendment, otherwise we shall be entitled to revocation. Insofar as SUPPLIER deems deviations from our orders and order amendments to be required, SUPPLIER shall expressly indicate them in full detail in writing in the acceptances of our orders or order amendments. AUMUND reserves the right to accept such deviations or to reject them without justification.

4. The price indicated in the order is binding. In the absence of a written deviating agreement, this is a lump-sum firm price which also applies in case of successive delivery contracts or contracts for work or services and covers all expenditure and efforts required for rendering the performance.

5. In the absence of a written deviating agreement, the price includes the free delivery to the stated dispatch address including packing, customs duties, insurance, taxes, freight and unloading. The return of the packaging shall require a special agreement. If we have to pay the freight cost according to corresponding separate individual agreement, SUPPLIER shall choose the type of transport prescribed by us, otherwise the transport and type of delivery most suitable for us.



6. Deviations in quantity and quality from the text and contents of our order and later CONTRACT AMENDMENTS shall only be deemed to be agreed, after we have confirmed them expressly in writing or in electronic form. The same applies to partial deliveries.

7. SUPPLIER may only perform any additional deliveries and/or services exceeding the scope agreed in the CONTRACT after prior conclusion of a corresponding SUPPLEMENTARY AGREEMENT (order by us and corresponding acceptance by SUPPLIER or supplementary quotation of SUPPLIER and acceptance by us).

8. Until the contractual delivery by SUPPLIER, AUMUND shall be entitled, without requiring a reason, to interrupt the contract implementation by instruction to SUPPLIER with immediate effect or from a future date, and to end the interruption by an instruction to continue the contract implementation with immediate effect or from a future date. During the interruption, SUPPLIER shall be obliged to stop the processing of the individual order and to refrain from realising any further measures resulting in expense or costs. On expiry of the interruption, SUPPLIER shall be obliged to continue the contract implementation. The delivery time agreed between the contractual parties is extended by the time of the interruption.

IV. Delivery Dates

1. Delivery times commence from the date of order. The goods must have arrived at the agreed place of receipt within the delivery time and/or by the delivery date. If delays are to be expected, SUPPLIER shall inform us immediately in writing, stating the reasons for the delay and its probable duration. If SUPPLIER fails to inform us about the delay, it cannot refer to the obstruction, while refraining from the responsibility.

2. The unreserved acceptance of the delayed delivery or performance does not include a waiver of the claims for contractual penalties and damages to which we are entitled due to the delayed delivery or performance.

3. If SUPPLIER culpably overruns the agreed time or date for the delivery or the agreed date for the readiness for acceptance of the work, SUPPLIER shall be obliged to pay us a contractual penalty of 1.0% of the agreed net total order amount per each started week of the deadline overrun, without exceeding a maximum of 10% of the net total order amount. The contractual penalty may be claimed until the final payment. The assertion of any further damage is expressly not excluded.

4. If an agreed delivery date is postponed for reasons beyond our control, or if such a new date is agreed amicably, the contractual penalty shall still be payable, if the new delivery date is exceeded, insofar as SUPPLIER is responsible for the reasons of the overrun. This also applies accordingly to agreed delivery times.

5. We shall be entitled to reject the receipt of prematurely delivered goods or, in case of receipt, to charge an appropriate storage fee, unless expressly agreed otherwise. The delivery by SUPPLIER may only take place on German business days and exclusively from Monday to Friday between 06.00 h and 13.00 h, unless agreed otherwise.



V. Delivery

1. SUPPLIER shall only be entitled to make partial deliveries and perform partial services upon our prior written consent.
 2. On delivery of the goods, their ownership passes on to us without reservation.
 3. Products manufactured and/or marked with our manufacturing equipment, trademarks and designs may only be delivered to third parties upon our express written approval.
 4. Two copies each of invoices, delivery notes and packing slips shall be attached to each shipment. These documents shall include:
 - Number of order
 - Project number – if any
 - Item designation and our item code
 - HS code, if required
 - Quantity and unit of measurement
 - Remaining quantity in case of partial deliveries
 - Gross, net and, if required, weight of calculation
 5. At the agreed time or, at the latest, on delivery of the goods or services or work, SUPPLIER shall make available all technical documentation material in the languages as requested by us, in particular operating and maintenance instructions, training material, drawings, technical specification sheets, product safety sheets, inspection certificates, conformity certificates and all other documentation material that is required or customary in business, as well as the associated source and object code in case of software.
 6. Unless agreed otherwise, the documentation when delivering complete and partly completed machines and machine parts shall also include the following documents:
 - a. When supplying complete machines in the sense of Machinery Directive 2006/42/EC: operating instructions in electronic form, declaration of conformity as well as risk assessment pursuant to EN ISO 12100
 - b. When supplying partly completed machines or machine parts in the sense of Machinery Directive 2006/42/EC: assembly instructions, declaration of incorporation, operating instructions as well as risk assessment pursuant to EN ISO 12100.
- The complete documentation shall be realised pursuant to the requirements of European Machinery Directive 2006/42/EC and those of EN ISO 12100.

VI. Special Provisions for Contracts for Work and Services, Design and Engineering Services as well as Consulting Services

1. SUPPLIER may only invoice the actual time effort for design and engineering services as well as consulting services on hourly-rate-basis, if this has been expressly agreed. In this case, SUPPLIER shall obtain our decision before any overrun of the time effort indicated in the order or order confirmation.
2. Any release notes on drawings or otherwise granted consents relating to technical documents and/or calculations of SUPPLIER do not release SUPPLIER from the obligation to the



professional and complete execution of its performance and shall not affect SUPPLIER's liability for defects.

3. SUPPLIER shall only be entitled to commission sub-contractors with the full scope or parts of the contractual performance upon our prior written consent. We shall only refuse to grant this consent for important reason. The commissioning of sub-contractors does not release SUPPLIER from its contractual obligation to us. SUPPLIER shall be responsible for the commissioned sub-contractors acting as his vicarious agents.

4. Insofar as SUPPLIER owes any supply of work or services, we may at any time until ACCEPTANCE and at our reasonable discretion demand modifications and supplements to the order, taking into consideration the interests of SUPPLIER. SUPPLIER shall be obliged to suggest us modifications which it considers necessary or appropriate with regard to a successful fulfilment of the contract. Upon our written consent SUPPLIER shall also perform these modifications. Insofar as a modification causes a cost increase or reduction and/or a deadline overrun, SUPPLIER shall be obliged to point this out at the same time when submitting the modification proposal or immediately after receipt of our demand for modification, and to submit a supplementary quotation. The modification shall be realised on the basis of a written agreement in which the reimbursements for the additional cost or the outcome of the cost reduction and the schedule are stipulated.

5. Unless agreed otherwise in writing, services for which a specific work success has been agreed, shall principally undergo a formal acceptance. We are free to refrain from a formal ACCEPTANCE.

6. As a prerequisite for the ACCEPTANCE, SUPPLIER shall have finished its complete performance. Then SUPPLIER shall be obliged to apply for a formal ACCEPTANCE which is subject of a report to be undersigned by both parties. An ACCEPTANCE of a partial performance or other partial acceptances shall be excluded, unless agreed otherwise in writing. Even in case of such a deviating agreement, the partial acceptances will not replace the FINAL ACCEPTANCE. Any fictitious ACCEPTANCE remains excluded.

VII. Invoice/Payment

1. Unless agreed otherwise, invoices shall be issued separately for each order. Payment will be effected within the agreed terms of payment after complete receipt of the faultless goods and the documentation and/or complete, faultless performance and after receipt of the invoice. This provision applies accordingly to partial deliveries.

2. At our discretion, we either pay by remittance within 30 days with a 3% discount or within 60 days net after complete receipt of the faultless goods and the documentation or complete faultless performance and invoice.

3. Claims of SUPPLIER against us may only be assigned to third parties with our express and written consent. Payments will only be made to SUPPLIER. SUPPLIER may only assert set-off and retention rights in case of undisputed or legally enforceable claims recognised against us.

4. We will not make any advance or progress payments.



VIII. Quality Assurance

1. SUPPLIER undertakes to maintain a quality assurance system which corresponds to the latest state of the art, and to furnish us with proof thereof at any time. SUPPLIER accepts it as own contractual obligation to conduct the required intermediate and final inspections of production and will examine the substances and parts delivered to SUPPLIER for manufacture in an effective receiving inspection. The results of the receiving inspection shall be documented in permanent and unaltered form and be made available to us on request without restrictions and in unadulterated quality, insofar as substances or parts are concerned which have been procured for manufacturing the goods or supply of work or services ordered by us.
2. SUPPLIER shall be obliged to conduct the required examinations, tests and measurements in accordance with the norms and standards relevant for the ordered goods. Supplementary examinations can be agreed at the time of the order placement.
3. SUPPLIER conducts and records the quality inspections in accordance with the quality inspections plans and based on the technical TERMS AND CONDITIONS OF DELIVERY and the order text. The inspection documents must be coherent and comprehensive. On request of AUMUND, they shall be submitted at any time.
4. All documents which SUPPLIER is under contractual obligation to deliver shall be transmitted electronically in the agreed form and by the agreed dates to the address indicated in the order.
5. AUMUND or third parties appointed by AUMUND may undertake inspection and verification visits to SUPPLIER or to the manufacturer commissioned by it at any time in order to monitor the order status and the quality level. During these visits, measuring instruments and inspection tools shall be made available at no costs. On these occasions, unrestricted access shall be granted to the respective production areas.

IX. Qualified Performance; Sub-Contractors

1. On request, copies of the proof of qualification of the employees assigned to the product manufacture shall be submitted to AUMUND.
2. With regard to the operational processes and the employees involved, SUPPLIER undertakes to comply with the regulations applicable in the country of manufacture, in particular with those relating to environmental protection and occupational health and safety.
3. On request, SUPPLIER shall state the exact extent in which it integrates sub-contractors in the manufacture of the product. In reasonable cases, further details on sub-contractors tasked with the work shall be communicated to AUMUND. AUMUND shall be entitled to demand the change of sub-contractors for important reason.



X. Warranty / Complaint / Producer's Liability

1. SUPPLIER guarantees that the items to be delivered and services to be rendered are faultless and conform to the purpose, all applicable norms (DIN norms and EU norms), all applicable safety regulations, the samples approved by us as well as to the specifications indicated in the order.

2. If machinery, equipment or installations form the subject-matter of the delivery, SUPPLIER shall guarantee that, unless agreed otherwise, these conform to the requirements of the special safety regulations for machinery, equipment and installations as applicable at the time of the contract fulfilment, including all applicable environmental, occupational health and safety and accident prevention regulations, and also that the delivery is provided with a CE marking.

3. If we have referred to specific norms or specimens or samples in the order which were made available by SUPPLIER, the order also establishes a corresponding agreement on quality with SUPPLIER at the same time.

4. In case of technical work equipment, SUPPLIER shall prove and document the compliance with the relevant legal regulations and EN/DIN standards by written confirmation or test marks. In addition, SUPPLIER shall be obliged to inform us immediately about a measure ordered according to paragraph 26 of the German Product Safety Act. In this case, we may demand from the SUPPLIER at our choice, to either rework, replace or take back its products which are already on our premises.

3. Qualitative and quantitative non-conformances shall be considered to be claimed in time in the sense of paragraph 377 HGB (German Commercial Code), if we send SUPPLIER the claim within 12 business days (without Saturdays) after complete delivery. To meet the obligations from paragraph 377 HGB (German Commercial Code), AUMUND guarantees SUPPLIER to merely conduct systematic on-spot checks when purchasing similar parts or when purchasing substances and materials, and to check, whether the indicated quantities and technical information on accompanying documents conform to the CONDITIONS of the order.

Hidden non-conformances shall be deemed to have been reported in due time in the sense of paragraph 377 HGB (German Commercial Code), when the notice has been sent to SUPPLIER within 12 business days (excluding Saturdays) upon discovery.

4. Upon delivery of defective goods or in case of faulty supply of work or services, the legal warranty regulations (paragraphs 437, 634 BGB - German Civil Code) shall apply, unless agreed otherwise in writing in the individual case. Even in the case of only an irrelevant deviation from the agreed quality or only an irrelevant impairment of the usefulness, we shall be entitled to the right of withdrawal from the CONTRACT and to damages instead of the (full) performance.

5. Payments shall not be deemed to indicate that the delivery or performance is recognised as conforming to the contract.

6. For the product manufactured by SUPPLIER and/or for the order carried out by SUPPLIER the warranty shall expire 24 months after successful ACCEPTANCE or 36 months after delivery, or after expiry of 60 months for buildings, unless agreed otherwise. Agreement on extended warranty periods is possible on individual contract basis. Any longer statutory periods of limitation shall remain unaffected, just as any further provisions governing the suspension of expiry, interruption and recommencement of set periods. For parts of the delivery that are rectified or repaired within the period of limitation of our warranty claims, the period of limitation restarts at the time when SUPPLIER has fully met our claims for supplementary performance.



7. For defects of the goods for which SUPPLIER or one of its vicarious agents is to be blamed, SUPPLIER shall release us from the producer's resultant liability to the extent, that SUPPLIER itself would be directly liable. In the relationship with us SUPPLIER cannot plead the limitation of claims due to lapse of time, as long as we cannot raise this objection ourselves with regard to third parties.

8. If the same kind of defect occurs in several products, which might indicate that this is a serial defect, i.e. a deficiency with the same cause of defect, similar causes with an inherent, in particular with a substantive and temporal connection or based on a delivery of goods with the same defects, SUPPLIER shall be obliged, at its own cost, to take the required measures needed to ensure that also those products which have not shown the same defect yet, will not be affected by it.

XI. Provision of Supplies – Reservation of Ownership

1. Insofar as we provide SUPPLIER with parts, we reserve the title to ownership. SUPPLIER shall store such items separately and use them for our order only. SUPPLIER shall be liable for damage or loss. All provided parts shall be insured by SUPPLIER against damage caused by fire, water and theft.

2. Processing or reshaping are carried out by contractor for us as manufacturer. If our reserved goods are processed with other items which do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus value-added tax) to the other processed items at the time of processing.

3. If the item provided by us is inseparably mixed with other items which do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of the item subject to reservation of ownership (purchase price plus value-added tax) to the other mixed items at the time of mixing. If the mixing occurs in such a way that the item of SUPPLIER is to be regarded as the main item, it shall be deemed to be agreed that SUPPLIER assigns co-ownership to us on a pro-rata basis; the contractor shall store the item subject to sole ownership or co-ownership for us.

4. Subject to further rights, AUMUND may demand its surrender at any time. In case of a depreciation or loss, SUPPLIER shall provide replacement. This also applies to the billed transfer of order-related material. SUPPLIER has no right of retention to any material provided by AUMUND.

5. We reserve the ownership to tools; additionally, SUPPLIER undertakes to use the tools exclusively for the manufacture of the goods ordered by us. SUPPLIER shall be obliged to insure the tools in our ownership at its own cost against damage by fire, water and theft, to the sum of the value when new. At the same time, SUPPLIER already now assigns to us all claims for compensation from this insurance; we hereby accept this assignment. SUPPLIER shall be obliged to timely carry out at its own cost any maintenance and inspection work required as well as all servicing and repair work. SUPPLIER shall ensure, in particular, that the tools are only used within permitted tolerances and service lives. Any failures shall be reported to us immediately; should SUPPLIER culpably fail to do this, claims for compensation shall remain unaffected.



6. Drawings, samples, models, trademarks and designs or similar which we hand over to SUPPLIER before or after placement of an order, remain our property and may only be made available to third parties upon our express written approval. Subject to different agreements in individual cases, the abovementioned items shall be promptly returned to us upon completion of the order without special request.

XII. Industrial Property Rights

1. SUPPLIER grants AUMUND a right unlimited by time, place or subject-matter, to use the deliveries and services, integrate them into other products and, associated therewith, to sell them worldwide. Insofar as required for performing our deliveries and services to third parties, and to the extent as legally permitted, SUPPLIER assigns us all possibly existing copyrights, industrial property rights and legal positions of similar character to its performance without any additional remuneration. In particular, we shall have the right to use, continue, modify and make generally known the performance rendered by SUPPLIER without SUPPLIER's collaboration and to assign these rights in their entirety or individually to a third party. This also applies in case of a premature termination of this CONTRACT.

2. If improvements concerning the documents or know-how supplied by us are generated in connection with the order, we shall be entitled to a non-exclusive right of use at no costs for their commercial exploitation.

3. SUPPLIER shall be liable to ensure that by delivery or use of the delivery item or the owed work or its distribution or resale, the rights of third parties, in particular, patents, utility models, competition rights, copyrights and trademarks or other industrial property rights will not be infringed.

4. If a third party makes a claim against us which arises from the infringement of its rights, SUPPLIER shall be obliged to indemnify us from such claims at first written request; we shall, without the consent of the SUPPLIER, not be entitled to enter into any agreements, and in particular, to agree on any settlement with the third party.

5. The obligation of indemnification of the SUPPLIER refers to all expenses which we necessarily incur from or in connection with claims by a third party. This includes in particular expenses or costs incurred by us for the avoidance or elimination of infringements of industrial property rights as well as defence expenses such as legal fees. The assertion of further claims, in particular of claims for compensation, shall remain unaffected by this.

XIII. Force Majeure

War, civil war, natural events, export restrictions and/or trade restrictions due to changed political conditions as well as strikes, lockout, stoppages, cutting back of operations and similar events at the contractual point of receipt or in Germany which render the FULFILMENT OF CONTRACT impossible or undue for us or the SUPPLIER, shall be regarded as force majeure and release us for the duration of their existence from the obligation of receipt of the deliveries and services. The CONTRACTING PARTIES shall be obliged to inform each other about the occurrence of such an event and to adjust their obligations to the changed conditions in good faith.



XIV. Compliance with Rules (Compliance)

1. SUPPLIER shall be obliged to comply with the existing data protection requirements. This concerns in particular personal data e.g. from the domain of AUMUND. Data protection requirements are in particular those of the Federal Data Protection Act (BDSG) as well as those of the European General Data Protection Regulation (GDPR). SUPPLIER may collect, process or apply personal data only insofar as this is required for fulfilling this CONTRACT. Any other collection, processing or utilisation is unacceptable and not permitted. SUPPLIER guarantees that all persons who are tasked with the fulfilment of its obligations, observe the statutory regulations on data protection. The respective undertaking required of those persons by data protection law to keep data confidential shall be obtained before those persons initially commence their activity, and verification of the same shall be submitted to us on request.
2. SUPPLIER hereby expressly undertakes toward AUMUND to meet the obligations from the Minimum Wage Act concerning SUPPLIER in connection with the respective order. In addition, SUPPLIER undertakes to obtain the corresponding undertaking from sub-contractors which are commissioned in connection with the aforementioned order.
3. Furthermore, SUPPLIER undertakes toward AUMUND to indemnify AUMUND from claims of workers of SUPPLIER or its sub-contractors, insofar as said claims are based on an infringement of the obligations under the Minimum Wage Act concerning SUPPLIER or one of the sub-contractors commissioned by it.
4. Unless expressly specified otherwise in the order, the goods shall meet the ORIGIN REQUIREMENTS of the relevant preferential agreements of the EU. Without further request, SUPPLIER shall inform AUMUND in writing in its business documents (at any case in its quotations, order confirmations or invoices), whether the goods are listed:
 - a. in the export list (Annex "AL" of the Foreign Trade and Payments Regulations) and/or
 - b. in Annex I of Regulation (EU) No. 428/2009 (Dual-Use Regulation) and/or
 - c. in Annex IV of the Dual-Use Regulation.
5. The information also includes the designation of the Export Control Classification Number; the number of the valid export license; the country of origin of the goods and their components (including technology and software); whether the goods have been transported through or via the USA, manufactured or stored in the USA, and whether the goods have been manufactured under utilisation of US technology; the statistical commodity code (HS code) as well as the contact data of the SUPPLIER contact partner for queries. On request of AUMUND, SUPPLIER shall immediately transmit in writing further information about its goods and their components which are relevant for foreign trade. Without further request, SUPPLIER shall inform AUMUND immediately in writing about any modifications to already submitted information.
6. The information obligation contained in XIII section 4 of these GTCP shall also apply, if export or re-export of the goods is subject to other export laws and regulations and/or if these require approval.



7. SUPPLIER shall be obliged to comply with US and European requirements for the fight against terrorism. SUPPLIER shall be obliged in particular to comply with Regulation (EC) 881/2002 of 27/05/2002 and Regulation (EC) 2580/2001 of 27/12/2001, each in its currently valid version, and to refrain from direct or indirect business relations to one of the persons listed in one of the regulations. Additionally, SUPPLIER shall comply with safety aspects pursuant to the EU Authorised Economic Operators (AEO) Guidelines – Regulation (EC) 648/2005 and Regulation (EC) 1875/2006. SUPPLIER shall be obliged to inform AUMUND immediately in writing about changes and about the possible non-compliance with the aforementioned regulations.

8. SUPPLIER orientates itself on the basic principle of the sustainable development and observes internationally recognised fundamental standards for workplace safety, health and environmental protection, for labour and human rights and for a responsible corporate management. SUPPLIER shall ensure that the goods to be supplied to AUMUND are not included in the scope of application of the prohibition on substances of Directive (EC) 2011/65/EU (RoHS). SUPPLIER guarantees that the substances contained in the goods to be delivered and their use are already registered or that there is no obligation of registration pursuant to Regulation (EC) No. 1907/2006 (REACH Regulation), and that there is an authorisation pursuant to the REACH Regulation, if required. SUPPLIER undertakes to oblige any SUB-SUPPLIERS or other third parties commissioned by it with the delivery and performance to comply with the corresponding standards.

9. SUPPLIER undertakes to comply with all applicable statutory regulations on conflict resources in the sense of Regulation (EU) 2017/821 and Commission Delegated Regulation (EU) 2019/429 of 11 January 2019 as well as in the sense of the relevant regulations and interpretation principles of the US stock exchange supervisory authority SEC. In the event that a product contains one or several of the conflict resources, SUPPLIER undertakes, on request, to provide transparent complete proof of their respective supply chain up to the smelter.

10. If SUPPLIER infringes one of its obligations set out in XIII, sections 1 to 9 of these GTCP, SUPPLIER shall effect compensation for all damage in connection therewith as well as for any other disadvantages.

11. On demand of AUMUND, SUPPLIER shall be obliged to indemnify AUMUND from any disadvantages of whatever kind and for whatever legal reason, as may result from SUPPLIER's failure to fulfil its obligations completely or in part or timely which are stipulated in XIII, sections 1 to 9 of these GTCP. The indemnification also covers contingent liabilities. Should AUMUND set unsuccessfully a deadline for SUPPLIER for the indemnification or if SUPPLIER seriously and definitely refuses the indemnification, regardless, whether completely or in part, AUMUND may satisfy the claims of the third party. SUPPLIER shall reimburse services rendered by AUMUND for the third party, bear the expenses and costs incurred in connection with claims by third parties and to reimburse AUMUND for any other damage resulting thereof. AUMUND's authority to also satisfy itself the claims of the third party beyond the aforementioned scope as well as claims against SUPPLIER associated therewith, shall remain unaffected by this.

12. Further claims of AUMUND shall remain unaffected from the rules set out in XIII, sections 10 and 11 of these GTCP.



XV. Business Secrets

1. The SUPPLIER shall be obliged to treat as business secrets and keep in strict confidence our orders and all commercial and technical details related thereto as well as the commercial and technical data received from us for preparing quotations. In particular, SUPPLIER shall take appropriate measures to ensure the strict confidentiality pursuant to article 2 No. 1 b) of the German Act on the Protection of Business Secrets (GeschGehG). Additionally, SUPPLIER undertakes to make said information accessible to employees and any sub-suppliers only to the extent as is absolutely necessary for them to know for preparing quotations or fulfilling a contract between us and SUPPLIER, and SUPPLIER commits to likewise oblige them to maintain secrecy. SUPPLIER shall be liable without limitation for any damage resulting from a violation of its aforementioned obligations. On request, SUPPLIER shall be obliged to provide us with comprehensive information on the handling of our business secrets.
2. The aforementioned regulations do not apply to information which was already known to SUPPLIER prior to its receipt or which SUPPLIER has otherwise acquired knowledge of (e.g. through third parties without the reservation of confidentiality or through own independent efforts).

XVI. General Provisions

1. Without our prior express approval in writing, It shall remain prohibited for SUPPLIER to make information generally known and / or use references of whatever kind about the business relationship with us and/or to use the graphic brand logo. In the case of an infringement, we reserve the right to lodge claims for compensation.
2. SUPPLIER ensures that a delivery of spare parts within agreed delivery times will be guaranteed for at least 10 years after delivery. Should the spare parts manufacture be discontinued during this time, we shall be informed about this for enabling us to obtain a supply of the required spare parts for the future. in case of discontinuing the manufacture, SUPPLIER shall also hand over the manufacturing drawings and parts lists with manufacturer information without any separate reimbursement having to be paid by us.
3. If SUPPLIER suspends payments, a temporary insolvency administrator is appointed, insolvency proceedings against the assets of SUPPLIER are initiated or rejected due to lack of assets, we shall be entitled to completely or partly withdraw from the CONTRACT or to terminate it. In this case we may utilise all previous deliveries and services of SUPPLIER versus payment of the agreed remuneration.
4. If any of the provisions should be or become ineffective or impracticable, the other provisions will remain valid. In lieu of the ineffective and/or impracticable rule, a provision shall apply, which gets as near as possible to the economic intentions of the parties.
5. The legal relations of the parties shall be governed by the laws of the Federal Republic of Germany in the version valid at the time of the order, excluding the international conflicts of law rules and the UN Convention on the International Sale of Goods (CISG).
6. Place of performance is at the registered office of the principal. Agreement on a different place for the delivery is possible.
7. The court of law competent for Rheinberg is the place of jurisdiction for SUPPLIERS which are merchants or legal entities under private or public law or public special funds.

