

# General Purchasing Terms

Hutchinson GmbH · 68169 Mannheim · Hansastrasse 66

## I. General Section

### 1. Scope of validity

- 1.1 For the purpose of clarity these General Purchasing Terms (T&Cs) have been divided up into a General Section (Numbers 1 to 14) and a Special Section (Numbers 15-22). The T&Cs shall apply for all business relationships with our suppliers and customers (hereinafter known collectively as suppliers) of Hutchinson GmbH (we).
- 1.2 Our T&Cs alone shall apply. If our supplier's general terms and conditions of business differ from, are contrary to, or are in addition to our T&Cs, given this, they shall only become an integral part of the contract if we have expressly agreed to them in writing. Our T&Cs shall also apply without having to be agreed separately for all future purchases, even in those cases in which we take delivery of assignments, while being aware that the supplier's terms of business differ from, or are contrary to, our T&Cs, without stating any reservations thereto.
- 1.3 Non-standard agreements entered into with us in a given instance (including side agreements, addenda, and amendments) shall in this case take precedence over these T&Cs. It shall be a written contract or our written confirmation that shall determine the content of such agreements.
- 1.4 Our T&Cs shall only apply for registered businesses (Section 14 of the German Civil Code [BGB]), legal entities established in accordance with public law, or for a special fund set up under public law within the meaning of Section 310 Para 1 BGB.

### 2. Pacing an Order, Order acceptance

- 2.1 The Supplier shall have to accept or reject orders within 5 working days commencing on the order date by written or e-mail confirmation / rejection. The order shall be regarded as having been accepted if the supplier does not reject it in writing or by e-mail within 5 working days.

### 3. Prices, Terms and conditions of Payment

- 3.1 The price quoted in the order shall be binding regardless of any foreign exchange fluctuations there may be. For suppliers based in Germany, all prices shall include VAT unless this is shown separately. Unless agreed otherwise in a specific case, the price shall include all the supplier's performances and ancillary costs as well as packing, freight, and liability insurance. The return of packaging shall be subject to another agreement. At our request the supplier shall have to take back the packaging at his expense. We shall not, however, be obliged to return the packaging.
- 3.2 The order numbers stated in our orders are to be quoted in all invoices. Should one or more of these order numbers be lacking, and as a result thereof there is a delay in processing an invoice in the normal course of our business, the periods of time allowed for payment stated under Number 3.3 shall be extended accordingly by the length of the delay. The supplier shall be responsible for all the consequences of his failure to comply with this obligation, unless he is able to prove that he is not responsible for the said failure.
- 3.3 Unless agreed otherwise in writing, we shall pay the purchase price in writing within 14 days counting from delivery and receipt of invoice to qualify for a prompt payment discount of 2%, or net within 30 days from receipt of invoice. We shall be entitled to withhold payments due for as long as we are still entitled to claims against the supplier based on incomplete or faulty performance.
- 3.4 If we should make down payments or part payments as agreed in a given instance for sums amounting to at least € 15,000.00 in each

case, the supplier shall be obliged to submit an unconditional, directly liable bank guarantee covering an unlimited period of time for the amount of the down payments made as a security for our claim to the supplier's performance and the payment made by us. We shall return the unclaimed guarantee after the consignment has been delivered in full and accepted by us (acceptance test passed) at the latest, provided that we no longer have any outstanding claims on the security for which the guarantee was furnished. In each case our right to the guarantee shall be restricted to full delivery and acceptance to a maximum of 5% of the net order value. We shall return the excess amount straightaway – no later, however, than when the period of limitation covering our warranty claims expires in accordance with Number 6.3.

### 4 Delivery time, Default in delivery

- 4.1 The delivery period stated in the order shall be binding.
- 4.2 Part-deliveries shall not be allowed without our prior consent.
- 4.3 In the event that a consignment is delivered late, we shall be entitled to our statutory rights. In particular, after a reasonable subsequent period of time set for delivery has elapsed, and the consignment has still not been delivered, we shall be entitled to compensation for damages on account of non-fulfilment. In the event that a delivery is late, we shall be entitled to demand a contractual penalty amounting to 0.25 % of the value of the consignment for each full calendar day on which the supplier is in default. However, this contractual penalty shall not exceed a total of 5% of the consignment net value of the consignment. We shall reserve the right to prove that we have suffered a loss in excess of this 5%. The supplier shall be entitled to prove that we have not incurred any damages or that such losses incurred are less than those claimed. Our right to demand the contractual penalty shall not be forfeited as a result of not having reserved the right to demand a contractual penalty when taking delivery of the late consignment.
- 4.4 The supplier shall be obliged to inform us in writing straightaway if he foresees that he will probably be unable to deliver on the agreed delivery date – regardless of whatever reasons. This information shall not, however, exempt the supplier in any way from his overall responsibility for any delay which may have occurred.
- 4.5 Subject to proof otherwise, the values ascertained by us when inspecting the goods in goods inward shall apply for unit quantities, weights and dimensions.

### 5. Passing of risk, Documents, Dispatch

- 5.1 Unless agreed otherwise in writing, a consignment must be delivered franco domicile. Imported goods are to be delivered duty paid D-68169 Mannheim, Germany" (DDP Incoterms 2020). Differing clauses are to be agreed for international transactions in accordance with and interpreted by Incoterms 2020 issued by the ICC Paris. Please refer to Number 3.1 hereto as a supplement.
- 5.2 The supplier shall be obliged to quote our precise order number and item number on all shipping documentation and delivery notes. Should he fail to do so, delays in processing will be inevitable, and we cannot be held responsible for them.
- 5.3 Our delivery address is as follows:  
Lagerstraße 4, Tor 3, 68169 Mannheim  
Open for deliveries:  
Monday – Thursday 08:00 to 12:00  
13:00 to 15:00  
Friday 08:00 to 12:00

### 6. Inspection of defects, Liability for defects, quality standards

- 6.1 The statutory regulations laid down in Section 377 of the German

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Commercial Code [HGB] shall apply for the commercial obligation to inspect goods upon arrival and to notify defects, subject to the following proviso:

- a) Our obligation to inspect goods received shall be limited to searching for manifest defects regarding identity and quantity, damage to packing, including delivery documentation as well as to our quality control conducted on a random sample basis. Insofar as formal acceptance has been agreed by us, we shall not have any obligation to inspect the goods.
  - b) We shall still be obliged to notify the supplier of defects (in terms of submitting a notification of defects) if they are discovered subsequent to sending in an initial notification of defects. In all cases our notification of defects shall be regarded as having been submitted straightaway and in good time if we send it off within seven working days (within ten working days for suppliers outside the European Union).
- 6.2 We shall be entitled to statutory warranty claims in full. Irrespective of this, we shall, as we choose, be entitled to demand that the supplier remedy the defect or supply a replacement. The supplier shall be obliged to bear all the expenses necessary for the purposes of remedying a defect or supplying a replacement. We shall expressly reserve the right to claim compensation for damages, in particular for non-fulfilment, even if a defect is remedied, or a replacement is supplied.
- 6.3 The period of limitation for warranty claims shall be 36 months. Supplementary standards for quality-dependent products are to be entered in binding quality control agreements and master agreements.

## 7. Product liability, Exemption, Liability insurance cover

- 7.1 If the supplier is responsible for product damage, he shall, given this, have to hold us harmless from third party compensation claims for damages as if the cause of the damage was within his sphere of control and organisation, and he were directly liable to our customer.
- 7.2 In line with this, the supplier shall also be obliged to refund to us any expenditure incurred from, or in connection with, third parties asserting a claim against us, including any product recall campaigns carried out by us. Upon request, we shall inform the supplier of the scope and content of any recall campaigns to be conducted, insofar as this is possible and reasonable, and allow him an opportunity to make a statement in response thereto. Our other statutory rights shall not be affected.
- 7.3 The supplier shall undertake to take out and maintain a product liability and product recall insurance policy providing adequate cover of at least 2.5 million € per claim for personal injury and property damage. If we are entitled to further compensation claims for damages, these shall not be affected by the foregoing.

## 8. Force majeure, Insolvency, Insolvency

- 8.1 Force majeure, labour disputes, operational disruptions for which we are not to blame, civil unrest, official measures and other unavoidable events shall entitle us to withdraw from part, or all, of the contract, insofar as
- a) They result in a considerable reduction in our demand for the supplier's products;
  - b) The disruptions are not just short-term; and
  - c) We are not directly responsible for the event concerned.
- 8.2 If the other party to a contract stops making its payments, or if an application is filed for insolvency proceedings on its assets or if an application is made in or out of court for composition proceedings, the other party shall be entitled to withdraw from that part of the contract not fulfilled.

## 9. Proprietary rights

- 9.1 The supplier shall undertake that the products supplied by him shall

not breach any third party proprietary rights in the countries of the European Union or in other countries in which he is manufacturing the products or has them manufactured.

- 9.2 The supplier shall be obliged to hold us harmless from all claims asserted by third parties against us on account of a breach against industrial property rights named under Number 9.1 above, and to refund us all necessary expenditure incurred by us in connection with this claim being asserted against us. This shall not apply if the supplier is able to prove that he is not responsible for the breach of a proprietary right, and it was not inevitable that he must have known of it at the point in time of delivery had he applied a commercial level of care.
- 9.3 The period of limitation for claims asserting legal defects shall be 36 months.
- 9.4 By accepting an order from us, the supplier shall furnish an assurance that he will comply with the statutory regulations regarding environmental protection, and that he is not in breach with the environmental protection regulations and that there are no court cases pending against the sub-supplier with regard thereto. The supplier shall assume full responsibility thereto, and, given this, he shall indemnify us from all compensation claims asserted for damages.

## 10. Documents, Non-disclosure

- 10.1 The supplier shall be obliged to keep all diagrams, plans, drawings, calculations, instructions, product descriptions and other documents received from us strictly secret. We shall reserve the rights to all ownership rights and author's rights.
- 10.2 The supplier shall be obliged to only use all the documents named under Number 10.1 above for contract-related work (i.e. as ordered by us) and to return them to us after the order has been completed.
- 10.3 The documents named under 10.1 are to be handled with care regarding third parties, and to be more precise, even after the contract has ended. The non-disclosure obligation shall only expire if, and insofar as, the knowledge contained in the documents handed over has entered the public domain. Notwithstanding the above, the supplier may forward documents if he is obliged to do so by law or official instruction, and this shall not constitute a breach against this Number 10.

## 11. Reservation of title, Provision of materials, Tools

- 11.1 Insofar as we furnish the supplier with parts (goods subject to reservation of title) we shall reserve the title to them. If the goods subject to reservation of title are processed or transformed by the supplier, this shall be carried out for us. If the goods supplied by us are processed, we shall be deemed to be the manufacturer and we shall acquire the title to the product when it is processed at the latest in accordance with the statutory regulations.
- 11.2 If our goods subject to reservation of title are processed together with other items not belonging to us, we shall consequently acquire co-ownership to the new thing in proportion to the value of our thing to the other items processed at the time processing takes place.
- 11.3 If our goods subject to reservation of title are indivisibly mixed with items not belonging to us, we shall consequently acquire co-ownership to the new thing in accordance with Number 11.2.
- 11.4 If mixing takes place in such a way so that the supplier's thing is to be regarded as the main thing, it shall consequently be regarded as agreed that the supplier shall pass over to us a proportionate co-ownership. The supplier shall keep our sole ownership or co-ownership in safekeeping for us. We shall reserve the title to tools, templates, samples, fabrics and materials (i.e. software, finished goods and semi-manufactured goods) and other items we provide to the supplier. The tools are to be marked as our property. The supplier shall be obliged to only use the items for manufacturing the goods ordered by us as well as to insure the items belonging to us at his own expense to provide new replacements in the event of fire and water damage, and theft. Any servicing work which may become necessary shall be carried out by the supplier in good time

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at his own expense.

- 11.5 Insofar as the security rights to which we are entitled in accordance with the paragraphs above should exceed the purchase price of all our goods subject to reservation of title as yet unpaid by more than 10%, we shall, at the supplier's request, release securities as we choose.

## 12. Other liability

- 12.1 Subject to regulations otherwise in these T&Cs, we, our legal representatives, and assistants cannot be held liable to pay compensation for damages regardless of whatever legal reason upon which such a claim may be based.
- 12.2 This shall not apply
- in cases of intentional and grossly negligent acts
  - for damages arising from death, personal injury of physical harm,
  - for claims based upon the German Product Liability Act,
  - for damages resulting from a breach of a cardinal duty (i.e. a duty constituting a material contractual obligation, the fulfilment of which makes the execution of the contract possible in the first place or a breach of which jeopardises the contractual objective being achieved and upon compliance with which the other party to the contract normally relies and should be able to rely).

In the event of liability arising for damages from the breach of cardinal duties in accordance with Number 12.2 d), our liability shall be limited to compensation for those foreseeable damages typically occurring (for a comparable type of contract).

## 13. Assignment, Offsetting, Right of retention and Written form

- 13.1 The supplier is not entitled to assign his rights and claims under the contractual relationship over to third parties. This shall not apply insofar as pecuniary claims are concerned.
- 13.2 The supplier may only assert offsetting rights or rights of retention on account of adjudicated or uncontested counter-claims.
- 13.3 Side agreements, amendments and addenda to these T&Cs must be made in writing. This shall also apply for a waiver of this requirement for written form. If individual Numbers above or parts thereof are invalid, the remainder of the contract shall continue to be valid. The provision concerned should instead be replaced with an arrangement which is allowed by law and which comes closest to the original provision.

## 14. Place of fulfilment, Place of jurisdiction, Applicable law

- 14.1 The place of fulfilment for both parties is the headquarters of our firm in 68169 Mannheim, Germany.
- 14.2 A decision is to be made in connection with all disputes arising from, or in connection with, contracts subject to these T&Cs by the state courts having jurisdiction for our principal place of business in D-68169 Mannheim. This shall not apply for suppliers having their business domiciled outside the European Union or the European Free Trade Area (including Iceland, Norway and Switzerland). In relationships with these suppliers, all disputes arising from, or in connection with, contracts subject to these T&Cs shall be submitted to the International Chamber of Commerce [ICC] in Paris for a final and binding decision to be made in line with the conciliation and arbitration rules by one or more arbitration panels nominated in accordance with the aforesaid code. The arbitration venue shall be Mannheim, Germany. The language of the proceedings shall be German.
- 14.3 Irrespective of Number 15.2, we shall in all cases also be entitled to call in the state courts having jurisdiction for the supplier's principal place of business.
- 14.4 The legal relationship between us and the supplier in connection with a contract entered into on the basis of these T&Cs shall be governed by the law of the German Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods [CISG] shall not apply.

## II. Separate Part

### 15. Compliance with laws

- 15.1 The supplier shall be obliged, in connection with the contractual relationship, to comply with the statutory regulations applicable to him in each case. This concerns in particular anti-corruption and money laundering regulations in addition to cartel law regulations, labour law and environmental protection regulations. The supplier shall undertake to notify us straightaway if a court case or administrative proceedings are pending against him on account of, or in connection with, breaches against environmental protection regulations, or will be pending against him, or if he is, or becomes, aware that such proceedings are pending against a party to a contract with him.
- 15.2 The supplier shall ensure that the products supplied by him satisfy all the applicable statutory requirements governing their marketing within the European Union and in the European Economic Area. At our request he shall have to prove to us that they comply with regulations by submitting suitable documentation.
- 15.3 The Supplier shall make reasonable efforts to likewise ensure compliance with the obligations incumbent upon him by his sub-suppliers and sub-contractors contracted by him (hereinafter known collectively as "sub-contractors" in this Number 15).
- 15.4 The other regulations in these provisions shall not be affected by the regulations in this Number 15.

### 16. Compliance with the German Minimum Wage Act by the Supplier

- 16.1 As part of the sphere of application in Section 1 of the German Law regulating a blanket minimum wage (MiLoG), the supplier shall undertake to always pay his employees at least the minimum wage laid down by law in accordance with Section 1 MiLoG on time, and to comply with the other obligations in the German Minimum Wage Act.
- 16.2 The supplier shall be obliged to likewise impose the obligation to pay the minimum wage laid down by law upon those sub-contractors contracted by him to work for us, and he shall be obliged to impose the same contractual terms upon his sub-contractors. We cannot be held liable for a breach of duty under the MiLoG by our suppliers or by one of their sub-contractors. The legal liability under Section 13 MiLoG shall not be affected by the above.
- 16.3 The supplier shall undertake to forward us suitable proof that he has paid the minimum wage (documents as defined in Section 17 MiLoG, for example, proof of wages paid) by the 31 January each year without having to be asked to do so, and in addition to this, once a year upon request. In addition to this, the supplier shall be obliged to request and review corresponding proof from his contracted sub-contractors
- 16.4 The supplier shall bear all the costs incurred by us as a result of having to make a claim in accordance with Section 13 of MiLoG on account of a breach of MiLoG by the supplier or by the sub-contractors contracted to work for him. In addition to this, the supplier shall be obliged to support us as necessary with mounting a defence against any legal action taken against us under civil law on the basis of Section 13 MiLoG (if applicable, in connection with Section 14 of the German Act governing the posting of Employees abroad (i.e. outside Germany) and to forward us all the necessary information promptly. No other rights and any procedural rights there may be shall be affected by the foregoing.

### 16.5

A safety datasheet in accordance with Article 27 of the Directive 67/548/ECC, Article 10 of the Directive 67/548/EEC plus Articles 1 and 3 of the Directive 91/155/EEC in German and dated must be attached free of charge to the hazardous substance or preparation in accordance with the ordinance covering the protection against



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hazardous substances (hazardous substances ordinance – GefStoffV) no later than the first delivery. An updated safety datasheet is to be forwarded for follow-up orders and up to 12 months following an order if the product and/or the safety datasheet has been amended, without a request having to be made thereto. If the last version of the safety datasheet is dated more than 2 years previously, its current validity is to be confirmed by returning the pre-printed sheet  
FB\_UM\_0002\_Bestätigung\_der\_Aktualität\_von\_Sicherheitsdatenw  
ith a signature.

The supplier shall undertake to comply with the safety data sheet. If the supplier commits a culpable breach against the MiLoG and/or the duties agreed in connection with it, we shall be entitled to terminate the contract with immediate effect.

## 17. Data protection

- 17.1 The supplier shall undertake to observe the provisions of the German Federal Data Protection Act and the Basic EU Data Protection Regulations and implement them.
- 17.2 The supplier shall undertake to only collect, process, divulge and make accessible to use otherwise personal data for the purposes of contract fulfilment and to only save it for said purposes as well as thereafter only save it for the fulfilment of statutory safekeeping duties. Unless the supplier is subject to a statutory obligation to this effect, he must obtain the prior written consent of Hutchinson GmbH, Mannheim before handing over personal data to third parties.
- 17.3 The supplier shall ensure that all the persons called in by him to work on this order are instructed about data protection prior to taking up work and they are obliged to maintain data secrecy in accordance with Section 5 of the German Federal Data Protection Act [BDSG] and during and also after working on the order and even after 25.05.2018 they shall be obliged not to collect, process or to otherwise use personal data unless authorised to so. The supplier shall have to take due care with the aim of ensuring that all persons entrusted with processing and fulfilling the order comply with the statutory regulations governing data protection including the GDPR [DS-GVO] and German Federal Data Protection Act [BDSG] and do not pass on information acquired from Hutchinson GmbH side to third parties or use such information otherwise.
- 17.4 We shall process your personal data for the purposes of fulfilling our business relationship on the basis of Article 1 Para 1f GDPR [DSGVO] (concerning the contact persons at companies) or in accordance with Article 6 Para 1b GDPR [DSGVO] (concerning the actual parties to the contract). Insofar as is necessary for the execution of the contract, data shall be passed over to other businesses affiliated to us strictly on a need-to-know basis. The data required to fulfil the contract shall be deleted after the contract has been completed, provided that it does not have to be held in safekeeping for set periods of time stipulated by law. Persons concerned shall be entitled to information in accordance with Article 15 GDPR [DSGVO], and to have incorrect information corrected or deleted in accordance with Article 17 GDPR [DSGVO]. Under Article 18 GDPR [DSGVO] the right exists to have processing restricted, and under Article 20 GDPR [DSGVO] the right exists to have data transferred and under Article 21 GDPR [DSGVO] the right of objection exists.

- 17.5 All other data protection requirements can be found below:

Hutchinson GmbH, Hansastrasse 66, in 68169 Mannheim is responsible for data collection and processing.

Data processing for fulfilling the contract.

We shall process the collected data in accordance with Article 6 Para 1b GDPR [DSGVO] for the purpose of fulfilling the contract, provided that you are the other party to the contract. If

necessary, personal data will be passed over to the businesses involved in handling this contract (e.g. banks).

Data processing for the protection of justified interests.

We shall process your personal data on the basis of Article 6 Para 1f of the GDPR [DSGVO], if we are maintaining a business relationship with your business and you are our direct contact. Data shall be processed in our justified interest in carrying out the contract efficiently and having an effective business relationship. You will be entitled to object to such data processing. Please find further details under the point "Rights of the person concerned" below.

Data storage

Data will be deleted as soon as it is no longer required for fulfilling the contract. The data shall not be deleted insofar as after the end of the contract we have accounts payable which are still unpaid and which are to be collected. In the event that statutory safekeeping periods exist, the data concerned shall be archived for the duration of these periods of time.

Voluntary information

Generally we only collect data required for entering into a contract, for carrying it out, and completing it. Insofar as you furnish us with additional data voluntarily, this data shall also be processed for the intended purpose so that the contract can be carried out.

Data recipients

We shall only forward the data to other companies within our group of companies or to other third parties insofar as we have been authorised in keeping with data protection law and it is necessary to forward the data to carry out the order.

Contact details of the data protection officer:

Datenschutz Süd GmbH  
Dr. Christian Borchers  
Wörthstraße 15  
97082 Würzburg  
Tel. +49 (0)931 30 49 76 0  
office@datenschutz-sued.de

Rights of the person concerned

Persons concerned shall be entitled to be informed of the personal data held about them by the person responsible and to have incorrect data corrected or deleted, insofar as one of the reasons stated in Article 17 GDPR [DSGVO] is extant if, for example, the data is no longer required for the sought-after objectives. Said persons shall, moreover, be entitled to have processing restricted if one of the preconditions stated in Article 18 of the GDPR [DSGVO] has been satisfied, and in the cases specified in Article 20 of the GDPR [DSGVO] there is the right to have data transferred. If data is collected on the basis of Article 6 Para 1e (Data processing to fulfil official instructions or to protect a public interest) or Para 1f GDPR [DSGVO] (Data collection to protect justified interests), the person concerned shall be entitled to lodge an objection to data processing at any time for reasons arising from his specific circumstances.

Right to lodge a complaint with a supervisory authority

Every person concerned shall be entitled to lodge a complaint with a supervisory authority if he is of the opinion that processing the data concerned is in breach of data protection regulations. The right to lodge a complaint may in particular be asserted at a supervisory authority in the EU member state where the person concerned is resident or the location where the alleged breach took place.

Reference to the right of objection under Article 21 of the GDPR [DSGVO].

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If data is collected in order to fulfil a task set by the authorities on the basis of Article 6 Para 1e (Processing data to fulfil a task set by the authorities or to protect the public interest) or Para 1f of the GDPR [DSGVO] (Processing data to protect justified interests), you will be entitled to lodge an objection to your data being processed for reasons attributable to your specific circumstances at any time. In such cases we shall then refrain from processing personal data, unless it can be proven that there are mandatory reasons for processing data which merit protection, outweighing the interests, rights and freedoms of the person concerned, or data processing serves to assert, exercise, or protect legal claims. If at all possible, please address your objection to: datenschutz süd GmbH, Dr. Christian Borchers

## 18. Operational principles in compliance with the code of conduct and awareness of the social responsibility of businesses

The supplier shall undertake to comply with the provisions of the code of conduct, necessitating respect for people and for the environment, and likewise the ten principles of the *Safety-Health-Environment-Quality Charter* of Total. The supplier confirms that he is familiar with this. These documents may be downloaded from [www.total.com](http://www.total.com)

The supplier shall have to instigate all the necessary steps and work out proposals for corresponding sustained development within the sphere of its own production or services and for delivery to us.

In response to our express enquiry, the supplier shall have to show at his own expense that he has instigated such measures (own code of code within his company, certification, membership of various organisations protecting people and the environment etc.)

## 19. Principles to be observed

In compliance with the important principles, in particular in the general Human Rights Declaration of the United Nations, the Convention of the International Labour Organisation, Global Compact of the United Nations and the guiding principles of the OECD, it is stipulated for international firms that suppliers are obliged to fulfil these guiding principles and to ensure compliance. Likewise, the supplier shall ensure that his own suppliers and sub-contractors abide by these laws in force as well as observe principles as described below:

### 19.1 Observance of Human Rights in the workplace.

You must ensure that the working conditions and the wages paid to employees respect human dignity and are in line with important principles as well as being protected in the general Declaration of Human Rights. You must undertake to respect workers' rights such as the right of association, prohibition of forced labour, prohibition of child labour, compliance with the working hours' laws and the statutory health and safety at work measures.

### 19.3 Health and safety at work

You must conduct a risk analysis and evaluation of health and safety measures. You must apply suitable means to preclude all risks.

You must set up a monitoring system covering the areas in which risks occur.

### 19.4 Protecting the environment

You must set up a suitable risk management system identifying a systematic approach and control it in such a way so that the detrimental impact on the environment of your company's activities, products or services is continually reduced. You must define and set up environmental targets and show that these objectives have been achieved. You must undertake to bring about improvements in environmental protection. You must reduce the impact of your industrial activities on the environment. You must comply with the recognised standards governing waste and recycling.

### 19.5 Prevention of corruption, conflicts of interest and fighting fraud.

You must fight fraud. You must prevent and forbid all forms of

corruption, be they active or passive, personal or public, direct or indirect. You must avoid conflicts of interest, in particular if personal interests affect your business interests.

### 19.6 Compliance with competition law.

You must abide by the competition law in force.

### 19.7 Promotion of economic and social development:

You should create an atmosphere of trust with your shareholders and enter into dialogue with local communities and promote local initiatives, ensuring sustained growth and allow local firms an opportunity to develop their businesses.

**We may verify compliance with these laws and principles.**

## 20. The procurement of technical equipment covered by the ordinances pursuant to the German Product and Safety Act [ProdSG]

The supplier shall undertake that the technical equipment used to carry out the contract complies with the German Product and Safety Act (ProdSG), the technical safety specifications and other requirements for putting goods onto the market or on the basis of the regulations issued in ProSG and must not constitute a threat to life and limb, or health, or other legally protected interests or rights listed in the legal regulations belonging to the user or other third parties when properly used. In particular the following shall apply:

### 20.1 Simple pressure tanks

"In accordance with the Sixth Ordinance to the German Equipment and Product Safety Act (ordinance governing the launch of simple pressure tanks onto the market – 6th GPSGV) the pressure tank must have CE marking in accordance with the information in Appendix II No 1 of the Directive 87/404/EEC. The manufacturer's operating instructions written in German must be attached to the simple pressure tank in accordance with Appendix No II No 2 of the Directive 87/404/EEC."

### 20.2 Electrical equipment

"In accordance with the First Ordinance to the German Equipment and Product Safety Act all electrical equipment must have CE marking (ordinance governing the launch of electrical equipment for use within set voltage limits onto the market – 1st GPSGV)."

### 20.3 Gas appliances

"In accordance with the Seventh Ordinance to the German Equipment and Product Safety Act (Gas appliance ordinance - 7th GPSGV) all gas appliances must have CE marking. The appliances must have the documents listed in Appendix I No 1.2 of the Directive 90/396/EEC in German attached."

### 20.4 Machinery

"Machinery must have CE marking in accordance with the Ninth Ordinance of the German Equipment and Product Safety Act (Machinery ordinance – 9th GPSGV). The machine must have an EC declaration of conformity in accordance with Appendix II Paragraph A, the manufacturer's risk assessment pertaining thereto, and operating instructions in German attached in accordance with Appendix I No 1.7.4 of the Directive 98/37/EEC."

### 20.5 Personal protective equipment

"Personal protective equipment must have CE marking in accordance with the Eighth Ordinance of the German Product and Safety Act (ordinance governing the launch onto the market of PPE – 8th ProSG). The PPE must have the manufacturer's written information attached in German in accordance with Point 1.4 of Appendix II of the Directive 89/686/EEC."

## 21. The procurement of technical equipment not covered by the German Equipment and Product Safety Act [GPSG]

21.1 The technical equipment has to be designed and installed so that it is state-of-the-art and complies with the health and safety regulations so that given this, users or third parties are protected from all threats to life and health when the technical equipment is used as designed and intended in keeping with the regulations.

21.2 When procuring hazardous substances

21.3 The supplier shall undertake to comply with the REACH regulations (EC No 1907/2006 dated 18.12.2006) currently in

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- force. If the materials used contain substances from the SVHC candidate list whose concentration is in excess of 0.1 mass percentage, the supplier shall be obliged in accordance with Article 33 REACH to give notification thereof of his own accord.
- 21.4 Without exception the supplier shall undertake to comply with the version of the RoHS EU directive 2011/65EU dated 08.06.2011 and 2015/863EU valid from 22.07.2019 currently in force. This also applies to consignments of electrical appliances located subsequently. Compliance with the EU directive 2012/19 dated 04.07.2012 governing the taking back of obsolete appliances and their proper disposal as electrical scrap is compulsory.
- The supplier shall be obliged to compare substances contained in his products with the Proposition 65 list and to submit a declaration without being requested to do so. Conflict minerals (tin, tantalum, wolfram, their ores and gold) originating from conflict zones and high-risk regions are subject to the EU ordinance 2017/821 dated 17.05.2017. When importing goods, the supplier shall be obliged to comply with the duty to exercise due care in the supply chain as laid down in the above ordinance and he must be able to demonstrate the aforesaid compliance.
- 21.5 When the supplier places contracts with third party firms working for him, the due performances are to be rendered in compliance with the applicable health and safety regulations and environmental protection regulations. The working materials and hazardous substances used may only be used in compliance with the manufacturer's instructions and safety regulations in force. This includes in particular the marking in full of every container containing hazardous substances. Valid handling instructions are to be kept to hand on site. The working materials used by the supplier must be tested in line with the regulations and they must comply with the technical safety regulations in force. Hazard assessments, operating instructions and other instructions must be present covering standard work in the supplier's works. These are to be presented to us upon request. Your employees working in our firm shall be obliged to comply with all aspects of the health and safety regulations and environmental protection regulations applicable for them as well as with the written and verbal instructions passed out to them. With regard to this the co-ordinator in our company nominated to be responsible for co-operating with your firm shall be authorised to hand out instructions to your employees. Before work commences, your person entitled to hand out instructions will be given familiarization training by the co-ordinator on our safety and environmental protection regulations. In addition to this, a hazard assessment must be drawn up taking into consideration the working conditions at the site at which the contract work is to be carried out. This is to be amended in collaboration with our co-ordinator to reflect every safety-related modification. Before work commences, the person in your firm entitled to hand out instructions shall be responsible for instructing the persons working for you and for your sub-contractors, if applicable, about our safety and environmental protection regulations as well the measures to be taken in the event of emergencies, as laid down in the hazard assessment.

## 22. Energy related purchasing

When procuring energy-using products, facilities and services that have a significant impact on the energy-related performance of our company or that have an impact on our significant energy consumers (SEUs), the respective energy-related performance is a decisive evaluation and purchasing criterion.

## 23. Miscellaneous

- 23.1 The contractual rights and duties of the parties cannot be transferred without prior consent.
- 23.2 The supplier shall only be entitled to offsetting rights or rights of

retention if such rights have been adjudicated, or on account of uncontested counter-claims.

- 23.2 Amendments and addenda to these provisions must be made in writing. If individual of the numbers above or parts thereof are invalid, the remainder of the contract shall continue to be valid. The invalid provision is to be replaced either with the statutory regulation or in the absence thereof, with that provision which the parties to the contract would have agreed, had they been aware that the said provision was invalid.

- 23.3 Your employees working in our business shall be obliged to comply with our rules relevant for them concerning health and safety at work as well as the procedural directives and work instructions drawn up to make it safe to carry out work. In connection with this, the co-ordinator nominated in our business as being responsible for collaboration with your firm shall be authorised to issue instructions to your employees. Prior to taking up work, your employees will be given familiarisation training by our co-ordinator concerning safety standards. Please inform your employees beforehand about these regulations.