

# General Purchase Terms and Conditions of HENN GmbH & Co KG (date of issue 09/2017)

## 1. Scope of validity

The legal relationships between HENN GmbH & Co KG ("HENN") and the supplier shall be based exclusively upon these General Purchase Terms and Conditions. These General Purchase Terms and Conditions shall also apply to all future orders placed with the supplier. Modifications and supplements must be drawn up in writing. Differing conditions of the supplier, especially the General Terms and Conditions of the supplier, which HENN hereby explicitly rejects, shall not be valid, even if HENN did not explicitly object to them in individual cases.

## 2. Order

The order as well as the confirmation of the order and any modifications and supplements must be drawn up in writing. If the supplier does not confirm the order within two weeks of receipt, HENN shall be entitled to cancel the order.

## 3. Prices, terms of payment

The prices agreed upon shall be fixed prices and shall include dispatch and packaging costs, including the costs of any export or import licenses, other official permits, as well as customs formalities that are required for the export and import of the items for delivery and if necessary for their transportation through a third country. Additional charges of any kind will be acknowledged by HENN only following explicit written consent and/or in the event of an explicit written modification of the order. However, HENN will have the benefit of any general price reductions with the supplier, e.g. in the event of list price reductions, even without written confirmation. If not otherwise mentioned, the statutory sales tax will be included in the price. Any assignment of claims by the supplier shall require the prior written consent of HENN. In any event, the assignor shall compensate HENN for all additional costs that may result from the assignment.

Net payment shall be made with 30 days of receipt of auditable invoices in duplicate. In the event that HENN accepts premature deliveries, the deadline shall run from the agreed delivery date.

In the event of an incomplete or inaccurate delivery, HENN shall be entitled to withhold payment until proper execution.

## 4. Delivery, default of delivery

Dates and deadlines stipulated in the order shall be binding. If the supplier anticipates that it will not be able to comply with these delivery dates and deadlines, the supplier shall immediately notify HENN in writing and submit a counter-proposal to HENN. The delivery dates and deadlines subsequently agreed upon shall then be binding upon the supplier. Delivery date or the delivery deadline shall be deemed to be complied with upon receipt of goods at HENN and/or at the agreed place of delivery. The deliveries shall be made according to the instructions of HENN.

On the day of dispatch, the supplier shall send a detailed delivery note for each delivery to HENN, indicating the exact scope of supply. The delivery note shall always mention the respective order number as well as the HENN item number.

The supplier is required to ensure by means of adequate inspections that the goods have been dispatched in proper condition free of any defects.

Unless otherwise agreed upon in writing, the delivery shall be made to the delivery place agreed upon and at the risk of the supplier.

## 5. Reservation of title, provision

If HENN provides items to the supplier, HENN reserves the title in these items. In the event of any processing of the goods subject to reservation of title, HENN shall acquire ownership of the new item without the supplier acquiring any claims from this transfer of rights. If processing, connection and/or mixing takes place with other materials, HENN shall acquire co-ownership in the produced item in the ratio of the fixed price of the item subject to reservation of title mentioned in point 3 to the price of the other materials.

The objects delivered to HENN become the property of HENN upon delivery. A simple and/or extended reservation of title of the supplier shall require the separate written agreement of HENN.

## 6. Compliance with Laws

HENN shall be responsible to comply with all import regulations for goods to be delivered to HENN by the supplier prescribed by Austrian law as well as the laws of the European Union. The supplier shall comply with and adhere to all other legal regulations (including export regulations) and requirements that may be prescribed by any jurisdiction with respect to the goods to be delivered to HENN, in particular all applicable laws of the country in which the supplier is conducting business and from which the shipment shall be made. Within this scope, the supplier shall safeguard that the delivery to HENN shall not be jeopardized, delayed or rendered impossible and the supplier shall obtain all required authorizations, permits and licenses for the export and utilization of such goods in due time prior to the expected delivery. The supplier shall cooperate with HENN in all aspects of the import. The supplier shall be responsible for and fully indemnify HENN for any damages or costs incurred and fees, fines, or penalties levied against HENN by a government or a carrier because of non-compliance by the supplier with the obligations set forth in this paragraph. The supplier shall provide HENN with satisfactory proof of such authorizations, permits and licenses upon HENN's request.

## 7. Secrecy

The supplier undertakes to treat as a business secret any non-apparent and/or generally known information, data and circumstances about HENN, which concern the business relationship or were made accessible or known to the supplier, as well as any general business and operating secrets of HENN, and not to disclose them to third parties without the explicit prior consent of HENN.

Drawings, plans, models, templates, samples, tools, production means and similar objects as well as confidential information provided to the supplier by HENN or paid for by HENN, shall remain the property of HENN and shall not be made available or handed over to third parties without the prior written consent of HENN. The reproduction of such objects shall only be allowed within the operational requirements of the contractual relationship between HENN and the supplier and in compliance with applicable copyright provisions. Subcontractors shall be bound accordingly.

The supplier may refer to the business relationship with HENN for advertising or other purposes, if HENN has granted prior written consent.

## 8. Quality specifications

For all deliveries, the supplier shall abide by the recognized rules of technology, the safety regulations and the technical data agreed upon. Notwithstanding the foregoing, the supplier shall constantly verify the quality of the delivered objects. Modifications to the objects of delivery require the prior written consent of HENN.

The supplier shall hand over to HENN, together with the declaration of acceptance/confirmation of order, a completely filled in safety data sheet satisfying the statutory/official requirements as well as a correct safety data sheet for any material which, due to statutory regulations, decrees, official instructions or other provisions or on the basis of their composition and their effect on environment, requires special treatment with regard to packaging, transportation, storage, handling and waste removal. In the event of modifications to materials or processes, or in the event of a change in the legal situation, the supplier must notify such modifications to HENN as soon as possible and must obtain written consent for the modifications from HENN. Such modifications shall only be implemented following the explicit consent of HENN. The updated and/or adapted safety data sheets and notes shall be handed over immediately afterwards. If the authorities require insight into the production run and the production documents of HENN in order to verify certain requirements, the supplier consents to fulfill the requirements of the authorities and to offer any reasonable assistance.

## 9. Warranty

The supplier assumes the warranty for his deliveries pursuant to applicable statutory provisions, unless otherwise agreed upon.

In urgent cases, HENN shall be allowed to perform repairs itself or have such repairs performed by a third party. The costs of such repair work shall be borne by the supplier.

If the same goods are repeatedly delivered with defects, the supplier shall be entitled, after issuing a written warning, to withdraw from the contract in respect of the goods not yet delivered.

## 10. Notice of defects

HENN shall immediately notify the supplier in writing of any defects in the delivered goods as soon as they are detected in the ordinary course of business. The inspection of the goods shall generally take place only within the context of further processing the goods by HENN, which takes place at a later point in time. The supplier waives its right to object to the late notification of defects.

## 11. Liability

The supplier shall be liable towards HENN for all damage attributable to the supplier. The supplier shall be liable towards HENN for all damage caused directly or indirectly by the delivered goods, their deficiency, for violation of the statutory or official (safety) regulations or for any other legal grounds.

If HENN itself is held liable by third parties on the basis of strict liability, the supplier shall assume liability towards HENN to the extent he would assume liability directly for his goods.

The supplier shall also be liable towards HENN for all damage, costs and expenditure that arise out of any measures taken by HENN to avert any damage, such as recalls.

## 12. Property rights

The supplier is responsible for ensuring that no (property) rights of third parties will be infringed in connection with his deliveries.

The supplier shall be liable for claims arising from the infringement of property rights and trade mark applications in the course of using the goods in accordance with the contract. The supplier shall indemnify HENN and its customers from any claims arising from the use of such property rights and trade mark applications. To the extent the goods for delivery are subject to copyright protection, the supplier shall grant HENN an exclusive right of exploitation of the goods for delivery.

## 13. Rescission of contract

If the supplier stops making payments or if insolvency proceedings are initiated against its assets, HENN shall be entitled to withdraw from the contract to the extent of the part not yet performed.

## 14. Place of performance and legal venue

The place of performance is the registered office of HENN.

The exclusive legal venue for all legal disputes arising directly or indirectly from the contractual relationship shall be the court responsible for commercial issues in Dornbirn, Austria.

## 15. Applicable law

The entire contractual relationship shall exclusively be governed by the laws of Austria, with the exception of the provisions of the UN Sales Law (CISG) and international private law.

## 16. Data protection

HENN points out that HENN will collect, store and process data of the supplier concerning the business relationship with the supplier in accordance with the stipulations of the Federal Data Protection Act (DSG), with the support of automated systems and with the explicit consent of the supplier. This consent may be withdrawn by the supplier at any time.

## 17. Final provisions

In the event that any term contained herein or in the additional agreements is or becomes invalid, this shall not affect the validity of the remaining terms. The parties to the contract shall endeavor to replace the ineffective provision with a provision that is as similar as possible in terms of its economic success. This shall also apply in the event that gaps or omissions arise during execution of this contract.

### HENN GmbH & Co KG

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Alle unsere Geschäftsbeziehungen basieren auf den Allgemeinen Einkaufs- und Geschäftsbedingungen der HENN GmbH & Co KG.  
All our business relationships are based on the General Supply Agreement and the General Terms and Conditions of HENN GmbH & Co KG.

### Bankverbindung:

Vorarlberger Landes- und Hypothekenbank AG (BLZ 58000)  
Konto Nr. 143 6870 7016  
SWIFT/BIC: HYPVAT2B  
IBAN: AT08 5800 0143 6870 7016