

Purchasing Conditions (PC)

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1 General

1.1 These Purchasing Conditions (PC) of VACUUBRAND GMBH + CO KG („VACUUBRAND“) are only intended for use in commercial transactions between businesses.

1.2 These PC shall apply for all contracts with suppliers, including future contracts. Other terms or conditions shall not become part of the contract, even if they are not expressly rejected by VACUUBRAND. Amendments to and changes of the contract must be in written form. The waiver of the requirement for written form shall only be possible in writing. This shall not apply to individual contractual agreements. The language of the contract shall be German and/ or English. In the event of a discrepancy between the German language version of these PC and a version in any other language, the German version shall prevail.

1.3 Offsetting by the supplier shall not be permitted, unless the counterclaims are undisputed or legally established or pecuniary arising from the right to refuse performance according to Sec. 320 German Civil Code (Bürgerliches Gesetzbuch, BGB). The assignment of claims against VACUUBRAND to third parties shall require the approval of VACUUBRAND in text form.

1.4 VACUUBRAND may electronically store and process data necessary for the purpose of processing the contract.

1.5 For commercial transactions with suppliers having no general place of jurisdiction in Germany and between businesses, public law persons or special funds under public law the place of jurisdiction shall be the court responsible in Frankfurt am Main, Germany. VACUUBRAND shall also be entitled to appeal to the court responsible for supplier's headquarters. Furthermore, VACUUBRAND shall have the right to invoke the Arbitration Court at the Chamber of Commerce and Industry (IHK) in Frankfurt am Main, Germany as a plaintiff. In this case, the Arbitration Court shall make the final judgement on the dispute in accordance with the Rules of Arbitration of the Chamber of Commerce and Industry in Frankfurt am Main without recourse to the ordinary courts of law. German law shall apply exclusively under the exclusion of the conflict of law principles of Private International Law and the UN Convention on Contracts for the International Sale of Goods (CISG).

2 Orders, awarding contracts

2.1 Offers include not only prices, but also information on significant rebates, delivery conditions and terms. The supplier must provide detailed information on deviations between the inquiry and the offer. If not otherwise agreed, offers and samples are free of charge.

2.2 In case of Force Majeure and in case of strikes, lock-outs or other incidents beyond control of VACUUBRAND that make it significantly more difficult for VACUUBRAND to carry out its sales, VACUUBRAND may withdraw in whole or in part from the contract, or request performance at a later time.

2.3 Orders, conclusion of contracts and call-offs, as well as contractual amendments and supplements shall require the text form (such as fax, data transmission or e-mail).

2.4 If the supplier does not accept the order within the typically expected period, at the latest within 10 business days after receipt, VACUUBRAND shall be entitled to revoke the order or contract.

2.5 The Assignment of contracts to third parties or subcontracting are only permitted with approval from VACUUBRAND in text form.

2.6 VACUUBRAND may request changes to goods ordered, even after the contract is concluded, if these changes result in reduced expenses for the supplier, and otherwise as far as they are reasonable for the supplier. Increased or reduced expenses shall be settled accordingly.

2.7 Upon request by VACUUBRAND, the supplier shall prepare a supplier declaration for the delivered goods with the customs tariff number (single or long-term declaration) or a certificate of origin. If necessary, the supplier must verify the information on the origin of the goods through an informational sheet confirmed by the customs office. The supplier shall reimburse VACUUBRAND for all damages resulting from incomplete or incorrect delivery documents.

3 Transfer of risk, delivery, delay

3.1 The place of performance shall be the company facilities of VACUUBRAND in Wertheim, Germany. The risk shall transfer to VACUUBRAND upon handover of the purchased goods/ acceptance of performance. The same applies for any other agreed place of performance.

3.2 The supplier shall comply with agreed delivery times and terms, and shall inform VACUUBRAND without undue delay and in writing if supplier will likely be unable to comply with agreed delivery times or terms. Supplier shall make all effort to deliver the contractual products as quickly as possible in case of culpable breach of agreed delivery times. In particular, the fastest possible shipping method must be selected. Additional costs as a result shall be borne by the supplier.

3.3 If supplier is responsible for the delivery delay, VACUUBRAND may assert a fixed compensation for default damages of 1 % of the contract value per week of delay, up to a total not exceeding 5 % of the contract value without special verification, and regardless of any further claims for damages. The supplier may only invoke defects in raw, auxiliary and operating materials or the failure to deliver or defective deliveries from its own suppliers if supplier was not responsible for these defects and submitted notification of them immediately after becoming aware of the issue.

4 Prices

4.1 The prices indicated by the supplier include packaging as well as any freight, customs and insurance costs and other expenses.

4.2 VACUUBRAND is entitled to pay supplier invoices within 10 days from the due date and receipt of the invoice by VACUUBRAND with a 3% discount, or within 30 days at the net price. The supplier shall always carry out SEPA debit notes deducting a 3% discount.

5 Defect rights, statute of limitations

5.1 If not otherwise stated in the following, the statutory provisions on material and legal defects shall apply.

5.2 VACUUBRAND is entitled to select the type of cure. In urgent cases, in particular to prevent acute hazards or avoid major damages, VACUUBRAND may repair defects in the delivered goods or resulting damages itself, or have these repaired by third parties, at the cost of the supplier. Furthermore, in the event of a defect in quality or a defect in title, VACUUBRAND shall be entitled to a reduction of the purchase price or withdrawal from the contract in accordance with the statutory provisions. In accordance with the statutory provisions, VACUUBRAND shall have an unrestricted right to compensation for damages and expenses.

5.3 The supplier shall, in particular, be liable for ensuring that VACUUBRAND is able to purchase, process, combine, use and sell the delivered goods domestically and/ or abroad without violating third party property rights (such as patents, utility models, trademarks or copyrights) and/ or statutory and official provisions. Supplier shall also be liable for ensuring use of the delivered goods complies with national and/ or international provisions of foreign trade law. Supplier must obtain any permits and/ or releases from sanctions necessary for contractual delivery of goods promptly.

5.4 The supplier must inform VACUUBRAND promptly and in text form if supplier becomes aware that third party property rights and/ or statutory and official provisions (domestically and abroad) are violated in conjunction with own suppliers. If VACUUBRAND faces any claims by third parties due to legal defects in the delivered goods, the supplier shall in the event of fault indemnify VACUUBRAND.

5.5 Defect claims shall expire 3 years after the transfer of risk (clause 3.1) to VACUUBRAND, subject to longer statutory limitation periods.

6 Product safety, product liability

6.1 If claims are made against VACUUBRAND by customers or third parties due to product liability, the supplier shall be obligated to indemnify VACUUBRAND against such claims if and insofar as the damages were caused by an error in the goods delivered by supplier and the supplier itself is liable in any dealings with external parties.

6.2 Within the indemnification obligation of clause 6.1, the supplier shall bear all costs and expenses incurred, in particular costs for any measures undertaken by VACUUBRAND to avoid damages (such as product recalls).

6.3 Otherwise, the statutory provisions shall apply.

6.4 The supplier must insure production and product liability risks to a reasonable extent and with appropriate coverage, and shall provide proof of insurance to VACUUBRAND upon request.

7 Spare parts

If there are spare parts for the contractual delivered goods, the supplier undertakes to maintain spare parts for the average service life of goods delivered by supplier.

8 Industrial property rights, ownership, molds and tools

8.1 VACUUBRAND reserves ownership and all industrial property rights and copyrights to designs, molds, tools or other equipment, samples, images and other commercial or technical documents provided by VACUUBRAND. The supplier may only use these documents in the contractually agreed manner, and must return them upon request.

8.2 Molds, tools or other works the supplier has created on behalf of VACUUBRAND can be purchased by VACUUBRAND for a reasonable fee. If VACUUBRAND has made an advance payment, works shall become property of VACUUBRAND upon (partial) creation. The handover shall be replaced by the supplier storing the objects for VACUUBRAND carefully and free of charge until termination of the delivery relationship.

9 Compliance, environmental liability

9.1 When performing its services, the supplier must observe all statutory and official regulations (in particular hazardous materials, hazardous goods and accident prevention regulations) as well as occupational protection regulations. In particular, the supplier undertakes to observe the statutory provisions to fight corruption, money laundering and undeclared work and the Minimum Wage Act (Mindestlohngesetz).

9.2 The supplier hereby undertakes to observe and comply with all relevant requirements and provisions for environmental protection and waste disposal when manufacturing and delivering the contractual products. In particular, supplier shall be responsible to VACUUBRAND for ensuring contractual products are disposable by type. Supplier shall ensure this through appropriate material labeling. VACUUBRAND may request that the supplier takes back transportation, sales and secondary packaging according to the Packaging Ordinance free of charge at the place of delivery and disposes these packaging materials properly.

10 RoHS conformity

VACUUBRAND only accepts products that comply with the applicable laws and regulations for restricting hazardous substances ("RoHS"), such as the German regulation on the restriction of hazardous substances in electrical and electronic devices from 04/19/2013, EU Directive 2011/65/EU from 06/08/2011, including Annex II of Delegated Directive (EU) 2015/863 from 03/31/2015 in the respective current version, and the administrative measures of the Ministry for Industry and Information Technology of the People's Republic of China from 01/21/2016 ("China RoHS2"). In accordance with the above regulations, the supplier shall ensure to a reasonable degree that the permissible levels of hazardous substances per homogeneous material are not exceeded in the products it delivers to VACUUBRAND. Should this not be possible, the supplier is obligated to inform VACUUBRAND on its own accord of the hazardous substance levels in the product specifications and/or technical data sheets. This shall also apply if previously unlisted hazardous substances are added to the above regulations during an ongoing order.

11 REACH conformity

The supplier is obligated to package, label and ship the hazardous products in accordance with the applicable national and international provisions. The supplier shall fulfill the obligations under Regulation (EC) No. 1907/2006 from 12/18/2006 (the so-called REACH Regulation) in its respective valid version, including amendments, in particular the obligations to register substances and provide safety data sheets. In the products it supplies to VACUUBRAND, the supplier shall ensure to a reasonable degree that it avoids using substances of very high concern, as per the current ECHA list of substances ("SVHC list"), in amounts above 0.1 percent by weight. Should this not be possible, the supplier is obligated to inform VACUUBRAND of this on its own accord by specifying the SCIP number in the product specifications and/or technical data sheets. This shall also apply if previously unlisted substances are added to the SVHC list during an ongoing order.

12 California Proposition 65

In the products it supplies to VACUUBRAND, the supplier shall ensure to a reasonable degree that it avoids using materials or substances that are known to the State of California to cause cancer, birth defects or other reproductive harm according to the Safe Water and Toxic Enforcement Act of 1986 (California Proposition 65). If products contain such substances, the supplier is obligated to inform VACUUBRAND of this on its own accord in the product specifications and/or technical data sheets. This shall also apply if previously unlisted substances are added to the California Proposition 65 list (available at <https://oehha.ca.gov/proposition-65/proposition-65-list>).

13 Conflict minerals

The supplier is obligated to inform VACUUBRAND of products containing materials that are listed in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act) and/or Regulation (EU) 2017/821 from 05/17/2017 and to provide complete and transparent documentation of the supply chain up to smelting operations.

14 Confidentiality

The supplier must keep all confidential information obtained in conjunction with the business relationship with VACUUBRAND, in particular technical knowledge that was not deemed to be public knowledge, secret from third parties. The supplier shall also impose this obligation on supplier's employees. Confidential information may not be copied or used commercially without the prior written consent of VACUUBRAND—except to fulfill the contractual purpose.