

## General Terms and Conditions of Purchase of NOELLE + VON CAMPE GMBH & CO. KG

### **1. Scope**

- 1.1 Our General Terms and Conditions of Purchase shall apply to all present and future orders of Noelle + von Campe GmbH & Co. KG (hereinafter referred to as the "Buyer") with the Seller, which is the delivery of goods or the provision of services to Noelle + von Campe GmbH & Co KG. These General Terms and Conditions of Purchase apply only to sellers who are entrepreneurs within the meaning of § 14 BGB, legal entities under public law and special assets under public law. Deviating, conflicting or supplementary General Terms and Conditions of Purchase of the Seller are not accepted as part of the contract, unless the Buyer expressly agrees to the validity of these General Terms and Conditions in writing. The Buyer's terms and conditions shall also apply if the Buyer accepts the Seller's delivery without reservation in the knowledge that the Seller's terms and conditions conflict with or deviate from the Buyer's terms and conditions. Any condition precedents of Seller of timely deliveries by its own suppliers are not accepted.
- 1.2 All agreements concluded between the Buyer and Seller in connection with the purchase contracts are set forth in writing in the purchase contracts, these conditions and the Buyer's offers.

### **2. Conclusion of contract**

- 2.1 A contract shall only be concluded if the Buyer places the order in writing. Orders placed in any other form require the written confirmation of the Buyer to become effective.
- 2.2 The Seller's offers are binding on the Seller. If an order placed by the Buyer is not objected to in writing within two weeks, it shall be deemed accepted.
- 2.3 Drawings, plans, samples, drafts, other documents or data and data carriers that are used for the order remain the property of the Buyer, who retains all ownership rights and copyrights to these documents and data. The Seller may not pass these documents or data on to third parties without the written consent of the Buyer. A right of retention to these documents is excluded.
- 2.4 Cost estimates shall not be remunerated. Any calculations for the preparation must be agreed in writing with the Buyer in advance.

### **3. Service content**

- 3.1 The contract fixed in writing between the contracting parties shall be primarily decisive for the service to be provided.
- 3.2 The Seller may only execute the order placed with them themselves. If they wish to pass on the order in whole or in part to a third party, they must first obtain the written consent of the Buyer.

#### **4. Delivery, quality and delay**

- 4.1 The delivery dates specified in the order or the delivery period specified in the order or a specified delivery date are binding. The receipt of the delivery at the place of receipt and use specified by the Buyer shall be decisive for compliance with the delivery periods or dates. The agreed delivery period shall commence on the date of the order or, if the Buyer has reserved the right to call off the goods when placing the order, on that date.
- 4.2 If the Seller realizes that they will not be able to meet the agreed delivery date, they shall immediately notify the Buyer thereof in writing, stating the reasons and the expected duration of the delay.
- 4.3 The delivery quantity stated in the order confirmation is binding. Deviations are to be reported to the Buyer in writing.
- 4.4 Partial deliveries are not permitted, unless otherwise agreed in writing. In the case of partial deliveries agreed in writing, the Seller shall specify the remaining quantity.
- 4.5 The Buyer has the right, after timely notification, to visit the Seller's production facilities and check the Seller's compliance with quality assurance measures.
- 4.6 The Seller's extended or prolonged retention of title is excluded.
- 4.7 If the Seller is in default with the delivery, the Buyer shall be entitled to the statutory claims.
- 4.8 If the Seller is unable to meet the agreed delivery date or the agreed delivery period for reasons for which it is not responsible, for example due to force majeure, labour disputes or the timely conclusion of a procurement contract due to the failure to obtain supplies from its own suppliers, the contracting parties shall be obliged to adjust their obligations to the changed circumstances in good faith within the bounds of what is reasonable. However, the Buyer shall be released from the obligation to accept the ordered delivery and shall be entitled to withdraw from the contract to the extent that the delivery is no longer usable for the Buyer taking into account economic aspects as a result of the delay caused by the passage of time.
- 4.9 The Seller may only invoke the absence of necessary documents to be supplied by the Buyer if they have sent a written reminder for the documents and have not received them within a reasonable period of time.
- 4.10 Early deliveries are not permitted. In the event of earlier delivery than agreed, the Buyer shall be entitled to return the goods at the Seller's expense. If the Buyer does not make use of this option, the delivery shall be stored at the Buyer's premises until the agreed delivery date at the Seller's expense and risk. The due date of the payment owed by the Buyer shall be determined by the contractually agreed delivery date.

**5. Prices, shipping and packaging**

- 5.1 The agreed prices are binding and exclude any subsequent claims. The agreed prices shall be exclusive of the applicable value added tax. Costs for packaging, transport and place of receipt or use specified by the Buyer as well as costs for insurance, customs and customs formalities are included in the prices. The agreement on the place of performance shall not be affected by the type of performance.
- 5.2 The respective delivery shall be announced to the Buyer immediately after execution by means of a dispatch note, which must contain information on type, quantity and weight. Throughout the correspondence, as well as in the dispatch notes, the waybills and the invoices, the order and article number must be indicated.
- 5.3 Shipment is at the risk of the Seller. The Seller shall bear the risk of any deterioration and loss of the goods until delivery at the place of receipt or use specified by the Buyer.
- 5.4 The goods to be delivered shall be packed in such a way that transport damage is avoided.
- 5.5 Packaging materials may only be used to the extent necessary to achieve this purpose. Only environmentally friendly packaging materials may be used. If packaging is invoiced on the basis of a separate contractual agreement, the Buyer shall be entitled to return packaging that is in good condition to the Seller carriage paid against payment of the value resulting from the invoice for such packaging.

**6. Invoicing/ payment**

- 6.1 Invoices shall be sent to the Buyer with all associated data after delivery. Unless otherwise agreed between the parties in writing, payment shall be made by the Buyer in the customary manner, within 14 days less 3% discount or after 30 days net, both calculated from receipt of the consideration or, if the Buyer receives an invoice or equivalent payment schedule after receipt of the consideration, after receipt of such invoice or payment schedule.
- 6.2 Payment shall in no way imply recognition of the contractual conformity of a delivery and thus does not constitute a waiver by the Buyer of claims arising from defective, late or otherwise non-conforming performance.
- 6.3 The Buyer shall be entitled to the statutory rights of set-off and retention in full. The Buyer is entitled to assign all claims arising from the purchase contract to third parties without the consent of the Seller. The Seller is not entitled to assign claims arising from the contractual relationship to third parties without the prior written consent of the Buyer. This shall not apply insofar as monetary claims are concerned.
- 6.4 Unless otherwise agreed, the Seller shall submit a certificate of material testing with each delivery. These form an integral part of the delivery; they must be submitted together with the invoice, but no later than 10 days after the invoice date. The scope of delivery also includes the complete documentation.
- 6.5 The Buyer shall only be obliged to make advance payments if this has been agreed and the Seller has security, e.g. in the form of a performance guarantee from a domestic credit institution.

**7. Claims for defects/ liability of the Seller/ limitation of claims for defects**

- 7.1 The Buyer shall be obliged to inspect the goods for obvious defects which are readily recognizable by an average customer. Obvious defects that are readily recognizable by an average customer include only those defects that are recognizable during a visual incoming inspection with regard to product identity, quality, packaging, quantity and external damage. It also includes cases in which another item is delivered. Such obvious defects are to be reported to the supplier within 2 working days after delivery in writing.
- 7.2 Defects which only become apparent later must be notified to the Supplier within 2 working days after they have been detected by the Buyer.
- 7.3 In the event of a breach of the duty to inspect and give notice of defects, the goods shall be deemed to have been approved in view of the defect in question.
- 7.4 The Seller shall be liable to the Buyer to the extent provided by law, i.e. the Buyer shall be entitled to the statutory claims for defects, including the claims for damages provided by law, against the Seller without limitation. The limitation period for claims for defects is 36 months from the transfer of risk, unless otherwise agreed.

**8. Liability of the Seller/ insurance cover**

- 8.1 If a claim for damages is asserted against the Buyer by a third party due to a product defect for which the Seller is responsible, the Seller shall indemnify the Buyer upon first request against all claims of third parties, including the costs necessary to defend against such claims, and shall provide security for such claims upon request.
- 8.2 If the Buyer has to carry out a recall action due to a case of damage within the meaning of Clause 8.1, the Seller shall be obliged to reimburse the Buyer for all expenses arising from or in connection with the recall action carried out by the Seller. The Buyer shall, to the extent possible and reasonable in terms of time, inform the Seller about the content and scope of the recall action and give the Seller the opportunity to comment. Further legal claims of the Buyer remain unaffected.
- 8.3 The Seller shall be obliged to take out and maintain product liability insurance with a sum insured per personal injury/property damage appropriate for the goods, which shall also cover the costs of any recall action. Any further legal claims of the Buyer shall remain unaffected.
- 8.4 If a claim is made against the Buyer by a third party because the Seller's delivery infringes a statutory property right of the third party, the Seller undertakes to indemnify the Buyer against such claims upon first request, including all necessary expenses incurred by the Buyer in connection with the claim by the third party and its defence, unless the Seller has not acted culpably. The Buyer shall not be entitled to acknowledge the claims of the third party and/or to conclude agreements with the third party with regard to such claims without the written consent of the Seller. The statute of limitations for these indemnity claims is 36 months, starting from the transfer of risk.

## 9. Property rights

The Seller shall warrant that all deliveries are free from third party rights and that the delivery and use of the delivery items do not infringe any patents, licenses or other industrial property rights of third parties in countries of the European Union or other countries in which the Seller has its products manufactured. The Seller shall indemnify the Buyer and the Buyer's customers against any claims of third parties arising from infringements of industrial property rights upon first request and undertakes to reimburse the Buyer and the Buyer's customers for all costs incurred in this connection, including the costs necessary to defend against such claims arising from the assertion of third party rights.

## 10. Rules of Conduct for Business Partners

In accordance with our business values, we have issued a Code of Conduct for Suppliers. It is available at [Service + Support \(nuvc.de\)](https://www.nuvc.de). The provisions of our Supplier Code of Conduct are binding for the supplier and form an integral part of the business relationship with us.

## 11. Data protection

The Seller is aware that the Buyer will process the personal data provided by the Buyer within the meaning of Section 26 of the German Federal Data Protection Act (BDSG), in particular that such data will be stored on data carriers. The Seller and the Buyer undertake to comply with the applicable data protection regulations in the performance of the business relationship/contractual relationship and to impose compliance with these regulations on their employees. They further undertake to provide evidence of compliance with this obligation to their respective data protection officers upon request in the form required by the statutory provisions.

## 12. Confidentiality

All documents, samples, plans, drawings, models, technical specifications and other documents provided by the Buyer shall remain the property of the Buyer. The Seller is obliged to treat this information confidentially with the exception of publicly available information; in addition, it may only use it outside the contract and/or pass it on to third parties or make it accessible to third parties with the Buyer's written consent. After fulfilment of the respective contract, the Seller must return these to the Buyer immediately and at its own expense. A right of retention is excluded.

The Seller may only refer to the business relationship with the Buyer in its advertising material if it has previously obtained written consent. It is further obliged to treat all non-public commercial and technical findings that it becomes aware of through the business relationship with the Buyer as confidential and, if applicable, oblige its subcontractors to do so accordingly.

## 13. Place of jurisdiction/place of performance/final provisions

- 13.1 The place of performance for all deliveries and payments is Boffzen. The competent court for Boffzen is responsible for all disputes arising from the contractual relationship, depending on the value of the dispute. These regulations apply if the seller is a merchant within the meaning of the German Commercial Code (Handelsgesetzbuch, HGB).

- 13.2 The law of the Federal Republic of Germany in the current version applies exclusively, excluding the conflict-of-laws rules of private international law.

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