

International Terms and Conditions of Delivery and Payment of the uvex group

1. General provisions

Our International Terms and Conditions of Delivery and Payment of the uvex group described below apply exclusively to the delivery of goods and the delivery of goods that are to be manufactured or produced as well as to the provision of services by companies of the uvex group to customers whose relevant registered office is not located in Germany. Terms of the other party to the contract that contradict or supplement these terms shall not become a component of the contract even if we do not expressly object to them. Our express written permission is therefore in any case required for any deviations from our terms and conditions. Performance or the acceptance of performance provided without reservation does not constitute an acknowledgement of the terms and conditions of other parties. These International Terms and Conditions of Delivery and Payment of the uvex group apply exclusively to commercial buyers.

2. Conclusion of a contract

Any order by the customer that deviates from our offer must be identified as such. Our order confirmation is required for a contract to be concluded, which can be declared within 2 weeks after receipt of the order. Until this time the customer's order can be objected to. Confirmations issued by the customer are irrelevant to contract conclusion, even without our express objection. Silence or the delivery of ordered goods does not generally constitute a right of the customer to assume contract conclusion.

We shall be bound only to order confirmations issued in writing or in electronic form (e.g. EDI, Internet-based shops, electronic market places). To be legally effective, declarations issued verbally, telephonically or by fax and in electronic form that do not conform to the legally required minimum requirements therefore require our written confirmation. Amendments to the concluded contract shall always require our written confirmation to be legally effective.

If our order confirmation deviates from the customer's order, the contract becomes effective with the content indicated in the order confirmation, provided there is agreement with respect to the goods to be delivered, the quantity to be

delivered and the purchase price and the customer does not object in writing to the deviation no later than within one week after receipt of the order confirmation. This also expressly applies to deviations regarding the applicability of these International Terms and Conditions of Delivery and Payment of the uvex group.

The customer shall inform us in writing prior to contract conclusion if the goods to be delivered are not intended for customarily intended use or their intended use will lead to an increased safety, health or environmental risk. The customer's special intentions of use or expectations of properties, warranties and assurances shall always require our written confirmation. Otherwise, liability on our part is excluded.

Without an express agreement, we are not obligated to deliver certificates of origin, permissions, certificates or other documents for customs and goods trading, and are not responsible for meeting the requirements for marketing the goods outside of Germany.

3. Credit screening

The customer agrees that for the purpose of a credit screening we will obtain information from the Schutzgemeinschaft für allgemeine Kreditsicherung (SCHUFA – credit screening company), regarding the creditworthiness of the customer and report data to them based on transactions that are not in compliance with contractual provisions (e.g. requested default summons in undisputed claims, enforcement orders, any levy of execution measures).

Furthermore, the customer agrees that, for the purpose of the credit screening, personal data from other companies affiliated with UVEX WINTER HOLDING GmbH & Co. KG will be obtained, processed and forwarded to these companies. In conjunction with the credit screening we are also entitled to use statistical and automated methods (so-called "credit scoring") and obtain the required banking information generally kept by credit institutions.

Data are transmitted only if this is required to protect our legitimate interests and the customer's concerns worthy of protection are not adversely affected. The relevant data protection provisions will be observed in this regard. The customer may obtain information on the stored data related to it at the responsible office (upon request we will give the customer the address).

4. Prices

If no other arrangement is made, the prices stated in our order confirmations shall be without discounts or other deductions plus any VAT and EXW (INCOTERMS 2010).

If more than 4 months have passed since contract conclusion with the buyer, general price increases shall become effective to the same extent for the buyer as well. Prices are subject to change until contract conclusion.

The following minimum quantity surcharges apply:

Uvex Company	Order value in Euro smaller than	Surcharge in Euro
UVEX SAFETY Textiles GmbH	100.00	10.00
UVEX SAFETY Gloves GmbH & Co. KG	100.00	10.00
LASERVISION GmbH & Co. KG	150.00	50.00
UVEX SPORTS GmbH & Co. KG	50.00	10.00
ALPINA SPORTS GmbH	50.00	10.00
FILTRAL GmbH & Co. Vertriebs KG	50.00	7.50

5. Delivery

Delivery shall be made EXW (INCOTERMS 2010). Dispatch is always made – to include when agreeing on a deviating INCOTERMS clause or provision – at the customer's risk. We are not obligated to inspect the goods for conformity with the contract prior to provision.

We provide the object of purchase EXW (INCOTERMS 2010) for pick up at the delivery address specified in the order confirmation. Agreed delivery dates or deadlines are subject to the customer making advance payments, submitting documents and permits to be provided and meeting all other obligations in a timely manner and is also subject to the correct and timely availability of supplies and raw materials. Delivery periods start on the date of order confirmation.

We are entitled to early delivery and partial delivery. We are also entitled to deliver after the agreed delivery date if we have informed the customer of the delay and given the customer a period for subsequent performance. Multiple attempts at subsequent performance are possible when in compliance with the stated conditions. If and to the extent subsequent performance cannot be reasonably expected, the customer is entitled to a right to object prior to the start of the

subsequent performance, which shall be exercised within a reasonable period. We will reimburse the customer for necessary additional expenses demonstrably incurred by the customer resulting from the delay of delivery if and to the extent we are responsible for losses pursuant to these International Terms and Conditions of Delivery and Payment of the uvex group.

If we are in default of delivery, our liability for loss caused by default is limited to 0.5% of the delayed delivery value per completed week, but no more than 5% of the delayed delivery value. Liability for lost profit is excluded. This paragraph does not apply to personal injury or if we have caused the default of delivery wilfully and knowingly or through gross negligence.

We are entitled to suspend our services if we fear the customer may not meet his/her contractual obligations as a whole or in part. This applies in particular when the trade credit insurance limit is exceeded or is close to being exceeded as well as when receipt of payment is delayed or not made. Alternatively, we can demand payment in advance.

We do not take back packaging materials. The customer is responsible for legally compliant reuse/disposal at its own expense.

In the event of default of acceptance or not calling off goods despite an agreement, we are entitled to demand lump sum compensation for damages in the amount of 15% of the value of the goods. The customer is free to provide proof that we suffered no damage or only a much smaller loss. If the damage we suffered is demonstrably higher, we are entitled to demand the higher amount.

6. Terms of payment

The purchase price is payable on the date stated in the order confirmation, alternatively on the date of receipt of invoice, regardless of whether the customer has already received the goods or was able to inspect them.

Payments shall be made by wire transfer in the currency specified in the order confirmation to the bank account we specified. Timeliness of payment is based on the date when payment is credited to the bank account. Payment by cheque is possible only with our express approval. Cheques are accepted only subject to being honoured, whereby the time of receipt is the date the cheque is cleared. Bills of exchange are not accepted. The customer is responsible for the correct VAT

treatment of the goods delivery and/or payment and shall hold us harmless against any obligations and be liable for compensation for expenses.

In the event of default of payment – subject to a higher statutory interest rate – interest on arrears in the amount of 15% p.a. shall be payable. The customer is also obligated to reimburse all costs that are incurred through out-of-court and judicial assertion of our claim.

We are entitled to offset our own or assigned claims against the customer with his/her incoming payments at our discretion and irrespective of the currency. Offsetting by the customer against our claims as well as exercising rights of retention is permissible only for counterclaims that have been upheld by a court or are payable and undisputed under the same contractual relationship in the same currency and shall require a breach of obligations on our part despite written warning letters from the customer.

Claims shall be payable immediately if insolvency proceedings have been instituted against the customer's assets, such application is rejected for insufficiency of assets, the trade credit insurance lowers cover through no fault of our own or the customer breaches material obligations without justifiable grounds.

7. Retention of title

We shall retain ownership of the delivered goods until the entire customer balance is paid under the ongoing business relationship. In the event of a breach of obligations by the customer, in particular for default of payment, we are entitled to withdraw from the contract and to have the goods returned; the customer is obligated to return the goods.

The customer shall store the goods falling under retention of title separately at its own expense and labelled as our property and insure them against theft, damage and loss. The customer shall assign claims against the insurance company fully and irrevocably to us. We accept the assignment. We shall be granted access to the reserved goods during normal business hours.

The customer is entitled to sell the reserved goods in the normal course of business. The customer assigns all claims arising from the sale of our reserved goods to us with immediate effect to secure our claims. We accept the assignment. If the customer is in compliance with its payment obligations, we shall not collect

on these assigned claims. If the customer is in default of payment, it shall give us the names of the third party debtors for the purpose of collection and report the assignment to them.

The customer shall undertake any machining or processing of the reserved goods for us without us incurring obligations. If reserved goods are processed, combined or commingled with other goods that are not our property, we are entitled to the co-ownership share of the new item created in proportion of the value of the reserved goods to the other processed at the time of processing, combining or commingling. If the customer acquires sole ownership of the new item, both parties to the contract agree that the customer shall grant us co-ownership of the new item in proportion to the value of the processed or combined or commingled reserved goods and shall store them for us at no cost. If the reserved goods are resold, irrespective of whether they are processed, combined or commingled with other goods in advance or afterwards, the agreed advance assignment applies only in the amount of the value of the reserved goods which are being resold along with other goods.

We commit ourselves to surrender the securities granted us under the above provisions at the customer's request if they exceed the outstanding claims by 20%. Pledging and assigning our goods as security is permissible only with prior written approval. Access to the reserved goods or the assigned claims by third parties shall be reported to us immediately.

If after delivery legitimate doubts exist about the customer's ability to pay or creditworthiness, we are entitled to retrieve the reserved goods without the customer's consent if the customer fails to provide adequate security. This shall have no effect on the validity of the contract.

8. Non-conformity of the goods, defects in title

Upon delivery, the customer is obligated to conduct a comprehensive inspection of the goods within a reasonable period of time with respect to recognisable deviations in quantity and quality pursuant to the statutory provisions.

The goods contravene the provisions of the contract if at the time of transfer of risk they demonstrably and noticeably deviate from the order confirmation with respect to type, quantity, quality or packaging. If no agreement has been made, the goods contravene the provisions of the contract if they are not suitable for normal use in Germany. Standard commercial tolerances and production-based

unavoidable deviations shall have no effect on contractual conformity. Irrespective of the above, the goods are in conformance with the contract if they meet the national requirements at the customer's registered office with respect to customary use.

A defect in title exists if at the time of transfer of risk the goods are demonstrably not free of enforceable rights or claims of third parties. Rights and claims of third parties that result from industrial property rights or other intellectual property – subject to the existence of all other statutory requirements – shall lead to a defect in title only if and to the extent the rights are registered, published and legally valid in Germany and the goods cannot be used in Germany as per contract. Irrespective of the above, there is no defect in title if they conform to the national requirements at the customer's registered office with respect to customary use.

Statutory exclusions or limitations to the seller's responsibility shall remain unaffected.

If the goods are not in conformance with the contract or if a defect in title exists, the customer must object in writing within a reasonable period of time after determining non-conformance or after the time when it should have determined non-conformance, whereby a preclusive period of 12 months after delivery to the customer shall apply. If non-conformance or defect in title is not properly reported, the customer has claims only if and to the extent we have maliciously concealed the defect.

In the event of non-conformance with the contract or the existence of a defect in title the customer is entitled, subject to a proper notice of defect, to demand replacement delivery or subsequent performance or to reduce the purchase price up to the amount of the loss incurred pursuant to the provisions of the United Nations Convention on the International Sales of Goods (CISG). Further claims by the customer are excluded. Replacement delivery or subsequent performance shall not lead to a restart of the period of limitation.

9. Annulment of the contract

We are entitled to a non-compensable annulment (including partial) of the contract if the customer objects to the applicability of these International Terms and Conditions of Delivery and Payment of the uvex group, insolvency proceedings

have been instituted against the customer's assets or an application to institute such proceedings is rejected for insufficiency of assets, the trade credit insurance cover is lowered through no fault of our own or the customer fails to comply with material obligations for no justifiable reason, we are not supplied correctly or in a timely manner ourselves through no fault of our own or meeting our contractual obligations is no longer possible for other reasons using reasonable methods in the mutual interests of both parties, in particular on force majeure grounds, whereby these grounds shall also include strikes and lock-outs. Further rights shall remain unaffected.

Pursuant to the statutory provisions, the customer is entitled to annul the contract. For this purpose, a warning of contract annulment submitted in writing in advance with a reasonable grace period is always required. The annulment must be declared in writing within a reasonable period of time. If the customer demands replacement delivery or subsequent performance, it may not assert the right to annulment of the contract for a reasonable period of time.

10. Liability

We are liable for compensatory damages for breach of contract or contract negotiations as well as breaches arising from the business relationship only if the statutory conditions exist and pursuant to the provisions below, if and to the extent no other arrangement is reached elsewhere in these International Terms and Conditions of Delivery and Payment of the uvex group. The customer is preferentially obligated to pursue other legal remedies, so that its claim to compensatory damages can always only extend to disadvantages that it incurs after taking advantage of these legal remedies. The assertion of compensatory damages in place of other legal remedies is excluded as well as recourse to competing grounds for claims – including non-contractual.

We are not liable for general operating and traffic disruptions, defects in the workforce, energy, raw materials, auxiliary supplies, strikes and loss of productivity in our supplier's plant or its sub-contractors or its upstream supplier, or other disruptions not attributable to force majeure that we cannot influence.

We are liable only if we have demonstrably and culpably breached our obligations under the contract. Liability extends to the damage demonstrably incurred by the customer by our breach of duty if it was not applicable elsewhere and it was

reasonably foreseeable for us on contract conclusion as a possible consequence of breach of contract.

We assume no liability for lost profits. Liability to pay damages extends to no more than twice the portion of performance not provided in accordance with the contract. This paragraph is not relevant if personal injury is involved, we have maliciously concealed the non-conformance of the goods or maliciously concealed a defect in title or we have breached other contractual obligations wilfully and knowingly or through gross negligence.

Legal assertion of compensatory damages must take place within 6 months after we have rejected the claim, unless the customer's claim expires prior to expiry of the period of limitation.

Statutory exclusions or limitations to our responsibility shall remain unaffected.

The customer holds us fully harmless against any claims by third parties arising from product liability if and to the extent the liability is based on circumstances that are the responsibility of the customer (e.g. incorrect storage), in particular the customer is obligated to provide compensation for expenses incurred.

11. Provided materials, design elements

We shall retain ownership of drawings, designs, models, templates, samples, forms, tools and other documents that we provide. We are exclusively entitled to proprietary rights or industrial property rights to these items, product identification rights or other rights of use. Use for the customer's own purposes and passing them on to third parties is prohibited.

We expressly note that we affix any emblems and design elements desired by the customer without further review of any legal rights of third parties. With its order, the customer warrants that the logos and other design elements to be produced and/or processed and/or affixed under the order are free of any rights of third parties and infringe neither proprietary rights nor industrial property rights or industrial labelling rights of third parties or violate competition law. The customer shall hold us harmless against all claims asserted by third parties resulting therefrom.

12. Data protection, confidentiality

The customer agrees that we will process and use the customer's personal data received within the framework of or in connection with our business relationship to the extent permissible under Directive 95/46/EC dated 24 Oct 1995 (Data Protection Directive).

The customer shall maintain confidentiality regarding the content of the contract, in particular the terms of delivery. It shall not list us as a reference without our approval or otherwise advertise this business relationship with us.

13. Place of performance, jurisdiction, applicable law, severability

The customer is obligated for the term of the business relationship to appoint a domestic person authorised to accept service and provide evidence of his/her consent.

The place of performance for delivery, if no other arrangement is expressly made, is the registered office of the delivering uvex company.

The Convention on Contracts for the International Sale of Goods (CISG) shall apply to all contracts applicable to these International Terms and Conditions of Delivery and Payment of the uvex group. The national law prevailing at the registered office of the uvex company of the uvex group using these International of Delivery and Payment of the uvex group shall also apply.

All disputes arising from or in connection with contracts applicable to these International Terms and Conditions of Delivery and Payment of the uvex group shall be finally settled in accordance with the arbitration tribunal directive of the London Court of International Arbitration (LCIA) to the exclusion of the pursuit of legal action in the ordinary courts. If the value in dispute is less than EUR 50,000, the arbitration tribunal will be comprised of one arbitrator appointed by the LCIA. If the value in dispute is higher, it will be comprised of three arbitrators, one of whom will be appointed by the claimant, one by the defendant and the chairman of the arbitration tribunal by the LCIA. The place of the arbitration tribunal proceedings is the registered office of the user of these International Terms and Conditions of Delivery and Payment of the uvex group. The language may be German and/or English. Instead of filing a complaint with the arbitration tribunal, we are, however, also entitled to file an action with the national courts at the supplying uvex company's registered office or other national courts competent under domestic or foreign law.

If any provision of these International Terms and Conditions of Delivery and Payment of the uvex group is deemed to be invalid in its entirety or in part, this shall not affect the validity of the remaining provisions. The parties shall replace the invalid provision with a legally effective agreement that comes as close as possible to the economic spirit and intent of the invalid clause.

As of 02/2016