

International Terms and Conditions of Purchase of the uvex group

1. General

Our International Terms and Conditions of Purchase described below shall apply exclusively to orders and contracts entered into by companies of the uvex Group for the delivery of goods and services and the delivery of goods that are to be manufactured as well as the provision of services by suppliers whose relevant registered office is not located in Germany. Terms of the other party to the contract that contradict or supplement these terms and conditions 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. If an objection to the inclusion of our International Terms and Conditions of Purchase is raised, we are entitled to cancel the order - free of all claims against us of any kind arising therefrom. If we fail to cancel the order, this shall not constitute an acknowledgement of the terms and conditions of others.

2. Conclusion of a contract

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

Offers made by the supplier are legally binding for a period of at least 2 weeks after submission.

If our order deviates from the supplier's offer, the contract becomes effective with the content indicated in the order, on condition that we are in agreement with respect to the quantity delivered and the purchase price and the supplier fails to object to the deviation in writing no later than within one week after receipt of the order. This also expressly applies to deviations regarding the applicability of these Terms and Conditions of Purchase.

The supplier shall promptly confirm each order, indicating our order, article and/or material number. Our International Terms and Conditions of Purchase are thereby

deemed to be acknowledged, even if such acknowledgement is not specifically expressed. We expressly reserve the right to withdraw contracts and orders if we do not receive the supplier's contract confirmation with a legally binding signature within 14 days, starting with the date of the order. Neither our silence nor acceptance of the goods nor payment for such goods shall constitute agreement with any deviations in the contract confirmation.

We are entitled to change the specifications of the goods to be delivered even after contract conclusion or to cancel parts of the order. If we change the specifications of the goods to be delivered, we are obligated to provide appropriate compensation. In the event of a partial cancellation we will also provide compensation for lost profits incurred by the cancelled portion.

The supplier shall immediately inform us in writing if the ordered goods are not unconditionally suitable for the intended use, provided the supplier has or should have had knowledge of the intended use. A duty to inform also obtains to goods involving safety, health or environmental risks.

3. Credit investigation

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

Furthermore, the supplier agrees that, for the purpose of the credit investigation, personal data from other companies of UVEX WINTER HOLDING GmbH & Co. KG will be obtained, processed and forwarded to these companies. In conjunction with the credit investigation 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 justified interests and the supplier's concerns worthy of protection are not adversely affected. The relevant data protection provisions will be observed in this regard. The supplier may obtain information on the data related to him that is stored at the responsible office (upon request we will give the supplier the address).

4. Prices and changes in prices

If no other arrangement has been reached, the prices stated in our orders shall be considered fixed prices, not including VAT.

Price increases must be expressly acknowledged by us in writing. If a price reduction results from changed manufacturing procedures or a different market position, this information shall be forwarded to us automatically and without prompting. If our orders do not specify prices, and are not stated by the supplier until later, prices shall not be considered agreed upon until we have issued written confirmation. All services, costs and expenditures of the supplier are fully satisfied upon payment of the purchase price.

5. Term of delivery, default of delivery, lump-sum indemnity and impossibility of performance

The delivery terms and deadlines stated in our order or contract confirmation are binding and are understood to stipulate receipt at the designated point of delivery. Deliveries that arrive prematurely can be rejected or placed in storage at the supplier's expense at our discretion; this shall not affect the due date for payment of the purchase price, which is determined by the agreed delivery date. The supplier is not entitled to a right to subsequent performance for rejected premature delivery. Any claims for compensation asserted by the supplier are excluded. Underdeliveries or overdeliveries can be accepted only with prior agreement by our responsible purchasing department. In the event of discrepancies with regard to quantities, weights and measurements, the values determined by our incoming goods inspection shall prevail.

In the event of default of delivery, we are entitled to demand lump-sum damages in respect of losses arising from the default in the amount of 1% of the delayed delivery value for each week commenced without providing evidence, but not more than 10% of the delayed delivery value; we reserve the right to assert additional legal claims. The supplier is entitled to prove that no loss or a substantially lower loss was incurred as a result of the default.

General disruptions in operations and transport, the workforce, power supply, raw materials, auxiliary supplies, strikes and loss of productivity in the supplier's operation or that of his subcontractors or upstream suppliers, as well as other disruptions not attributable to an act of God shall constitute grounds for contract rescission if we cannot be reasonably expected to adhere to the contract. The supplier shall be held responsible for the above disruptions in performance to the extent he is responsible for failure to know in advance, take precautionary or avoidance measures. As soon as the supplier becomes aware of such circumstances, to include acts of God, that can

result in a delay of delivery, he shall promptly report these circumstances to us in writing. This also applies in the event of impossibility of performance. In the event of non-performance or only partially met performance of contractual duties by the supplier, we reserve the right to claim compensation for damages that we have incurred through non-performance or partial performance. We also reserve the right to reject partial deliveries. Rejected partial deliveries shall be deemed delayed, within the meaning of this clause, as soon as the agreed delivery date is exceeded.

6. Inspection, transport

The supplier is obligated to inspect the goods to be delivered prior to dispatch and/or collection, in particular with respect to type, quantity, proper and suitable packing and obvious defects in quality.

If no other arrangement has been expressly made, delivery will be made free to the delivery address including packing. As soon as the goods are dispatched, the supplier will notify us in writing with a consignment note, indicating the order, material and article numbers, date of the order and specifying the exact quantities, weights etc.

Consignment notes, postal receipts or the packing slips enclosed in the consignments must also contain the above specifications. The supplier is obligated to enclose the filled in delivery note with the consignment including the above details. Delivery of quantities weighing more than 500 kg as well as all bulky goods must be reported two working days in advance with an exact specification of the above details. The goods shall be transported at the supplier's risk; in particular he shall be responsible for the selection of suitable and environmentally friendly packing materials and means of transport. If in departure from this provision, the delivery has been agreed pursuant to INCOTERMS (commercial clauses are generally interpreted as INCOTERMS in the version applicable upon contract conclusion), this agreement refers solely to the cost-bearing obligations with respect to the transport.

The supplier shall provide the required certificates of origin, permits, certificates and other documents for the movement of goods and any allowances free of charge.

The supplier shall take back the packing material at the place of delivery performance free of charge and shall ensure these materials are reused, recycled or disposed of. We are entitled to dispose of packing materials not picked up by the supplier at the supplier's expense.

7. Invoice, payment and accession of title

The invoice shall be sent in duplicate not to the delivery address but to the address specified in the letterhead of the order and not enclosed in the consignment. It must contain all details such as order, material and article numbers, delivery note number and date, place of discharge, quantity, and number of packages, boxes, crates or barrels, gross and net weight. Consignments that do not contain these exact designations shall not trigger payment and discount deadlines until clarification has been made by the supplier. The VAT shall be shown separately in the invoices.

We pay (on condition of acceptance and proper performance) if no other arrangement has been reached, a) all invoices that we receive from the 6th to the 20th of a month, no later than on the 30th of the same month and b) all invoices that we receive between the 21st of a month and the 5th of the following month, no later than on the following 15th of the month. Payment is made with a deduction of a 3% discount if no other arrangement has been made. The date of receipt of invoices is the date of proper delivery at the earliest; payment is made subject to final invoice review (including incoming goods inspection pursuant to item 8).

In the event of default of payment the supplier is entitled to demand interest on arrears in the amount of 2% p.a. above the base rate of the German Central Bank [Deutsche Bundesbank] for the duration of the default. Further claims are excluded. Upon payment, we obtain ownership of the goods. Additional reservations of title of the supplier have no legal effect with us. Furthermore, we may process the goods in the manner that is customary for us even prior to payment – whereby we become the exclusive owner of the new goods – or may resell them.

In the event of complaints regarding deliveries, we are entitled to retain purchase price payments due up to the amount of three times the costs for remedying the defect. Advance payments are made subject to proper receipt of goods. We may offset against claims asserted by the supplier without limits, including with claims prior to their due dates or date of performance as well as with claims against amounts due on open accounts in the normal course of business. We may offset against claims asserted by the supplier without limits, including with claims prior to their due dates or date of performance as well as a claim set aside with or against an open account. Payments shall be offset against the supplier's claims against us in the manner we have indicated when making the payment. The supplier is entitled to offset only for payable and undisputed or legally established claims.

8. Contract compliance of the goods, liability, product recalls

Our duty to inspect the goods does not start until we process and/or use the goods, if and to the extent that the defects are not obvious. The duty to inspect arises no later than 6 months after delivery by the supplier and is limited to sampling with regard to deviations in type, quantity and quality and packing. Regarding obvious defects the parties agree on a deadline for notification of defects of 14 days, starting with delivery of the goods. Defects with respect to deviations from the type, quantity and quality and packing that are revealed as a result of the inspection will be notified to the supplier within 14 days after completion of the inspection. If we determine that there is a defect that was not discovered in the inspection and was not required to have been discovered, we will report this to the supplier within 14 days after discovery. This applies in particular to defects as to title and quality based on noncompliance with legal provisions. Notification of all defects must be made with exact specification of the type of non-compliance with the contract.

The supplier guarantees that the delivered goods are in compliance with the applicable regulations and standards of the country of destination and represent current technological standards. Both the goods and their packing and labelling must comply with the relevant regulations of the country of destination.

The supplier warrants that the delivered items comply with the contractual agreements and the advertised condition, i.e. in particular do not deviate from the submitted samples, drawings, advertising messages etc. Subject to further claims, we are entitled to reject the entire delivery if it is not in compliance with the contract. If a general inspection is required to determine contract compliance that exceeds the customary standard for incoming goods inspections, the supplier shall bear the costs incurred thereby.

The supplier guarantees that the delivered items are free of rights and claims of third parties and fabrication or sale by us will not infringe the proprietary rights or industrial property rights or product identification rights of third parties or restrictive trade practices law. The supplier shall hold us harmless against all claims asserted by third parties arising herefrom on first demand.

The supplier may undertake design, materials-based or process engineering changes only with our express and written consent.

The supplier is obligated to hold us harmless against direct or indirect domestic or foreign claims for compensation asserted by third parties for all material or immaterial losses, including consequential damage, which are asserted against us based on

contract non-compliance of the delivered item if the supplier is responsible for this contract non-compliance by the standard of the law applicable to the claim. If our contribution to the loss is based only on negligence in the inspections, the supplier shall be liable for the loss he is also responsible for in the full amount.

In the event of non-contract compliant delivery, we may, notwithstanding all other claims, demand defect-free replacement delivery at the expense of the supplier. In urgent cases, after notifying the supplier in advance, if the supplier is no longer able to provide a timely remedy, we are entitled to remove or have others remove the defects at his expense, our other claims notwithstanding. The period of limitation for claims based on the infringement of rights of third parties is 10 years as of delivery of the goods. Non-contract compliance of the goods may be notified up to 2 years after actual delivery if longer warranty deadlines have not been agreed. Our rights under non-contract compliance of the goods as well as our liability and that of the supplier are based on the statutory provisions (see item 13).

The supplier shall hold us harmless against all costs based on a product recall which are attributable to the defectiveness of the delivered item on first demand. In this respect it is unimportant whether the product recall is necessary under the law; a recall carried out at our discretion is also covered by this provision. Evidence that the goods are defective shall be provided by means of a corresponding inspection report issued by an accredited inspection agency. The supplier shall maintain recall insurance with an appropriate total policy value and provide evidence of such upon request.

9. Annulment of the contract

In addition to the statutory requirements and the provisions of these International Terms and Conditions of Purchase, we are also entitled to a complete or partial annulment of the contract if a) insolvency proceedings are instituted against the supplier or an application to institute proceedings are rejected for insufficiency of assets, b) the supplier violates material duties under the contract, c) the business basis is no longer established after contract conclusion and we cannot be reasonably expected to perform under the contract, whereby the concerns of the supplier and his counterperformance shall be taken into account or d) the supplier objects to the applicability of these International Terms and Conditions of Purchase.

The supplier is entitled to contract annulment under the statutory regulations only if he has given warning of same in writing, providing an appropriate grace period and the grace period has expired to no avail.

10. Deliveries of materials, tools and moulds, contract work etc.

We shall retain ownership of records, models, patterns, samples, moulds, tools and other documents that we have provided. If they are manufactured and procured for our contract, they shall become our property. We are exclusively entitled to proprietary rights or industrial property rights to these items, product identification rights or other rights of use. The same applies to parts, marketing designs and marketing materials, in the broadest sense, that the supplier has developed according to our requirements.

The supplier is expressly enjoined from transferring these items to third parties without our written permission, either for inspection or for use or from delivering goods manufactured with or processed from such items to third parties without our written permission. For as long as they are in the custody of the supplier, the supplier shall insure these items against theft and fire risk free of charge to us and store them in a safe place so that they can be used at any time. These items shall be returned to us free of charge and automatically as soon as they are no longer required to complete the order; we are also entitled to demand their return free of charge at any time. Rights of retention arising herefrom are excluded.

We retain ownership of raw materials, auxiliary supplies, semifinished and finished products we have furnished. If our property is lost as a result of processing, we shall acquire co-ownership of the manufactured item in proportion to the value of the items we have furnished at the value of the other processed items at the time of processing. Resale of the items is not permitted. This notwithstanding, the claim created by a resale shall be assigned to us in the same proportion – in the event of unprocessed resale of the items we have furnished in the full amount – with our order. Any access to our property or co-property by third parties shall be reported to us without delay. Our property or co-property shall be returned to us upon demand at any time (if applicable, along with other co-beneficiaries); rights of retention arising herefrom are excluded.

11. Social standards, environmental vision statement, REACH

The supplier and his sub-suppliers are obligated to implement the requirements of the uvex Social Standards as well as the uvex Environmental Vision Statement. In particular the supplier guarantees that he will not deliver any products that contain any substance in a concentration that is prohibited by law or standards, exceeds the threshold value established in the uvex Hazardous Materials List or is generally considered to be possibly harmful to health. If the supplier violates the provisions of this clause, the supplier shall provide appropriate compensatory damages on first demand. If claims by third parties against us should arise therefrom, the supplier shall hold us fully harmless.

The supplier also guarantees compliance with all requirements under EC Directive no. 1907/2006 (REACH) and shall provide compensatory damages to us on first demand, hold us harmless from all claims of third parties based on non-compliance with REACH as well as provide compensation for any recall costs, whereby it is irrelevant whether the recall was based on a directive issued by authorities or our own decision.

12. Data protection, confidentiality

The supplier agrees that we will process and use the supplier'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 supplier shall maintain confidentiality regarding the content of the contract, in particular the delivery terms. He shall not list us as a reference without our approval or otherwise advertise this business relationship with us.

13. Final provisions

The supplier is obligated, for the duration of the business relationship, to appoint a person authorised to accept service in this country and provide evidence of his consent.

If no other arrangement has been made, the place of performance for delivery is the registered office of the ordering company.

All disputes arising from or in connection with contracts applicable to these International Terms and Conditions of Purchase 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 plaintiff, 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 Purchase. 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 supplier's registered office or other national courts competent under domestic or foreign law.

The Convention on Contracts for the International Sale of Goods (CISG) shall apply to all contracts applicable to these International Terms and Conditions of Sale. The

national law prevailing in the country of the user of these International Terms and Conditions of Purchase shall also apply.

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

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