

## General Terms and Conditions of Purchase

### Vorwerk Polska

(As of: 04.04.2020)

#### I. Scope

1) For all contracts concluded on the basis of an order placed by Vorwerk Polska, only the following purchase conditions apply. These purchase conditions shall only apply if the Contractor is an entrepreneur as defined by the law, a legal entity under public law, a fund under public law or an organisational unit with legal capacity. Purchase conditions shall apply in particular to contracts for the purchase or delivery of movable objects (hereinafter also referred to as Good), regardless of whether the Contractor manufactures the Good itself or purchases it from suppliers. The purchase conditions shall also apply in this version as a framework contract to future contracts for the sale or supply of movable objects concluded with the same Contractor, without Vorwerk having to inform the Contractor of their application each time; in the event of a change to the purchase conditions, Vorwerk shall inform the Contractor of the changes made before the conclusion of the subsequent contract.

2) The Contractor conditions which differ from these or are supplementary to these shall not apply, even if the Contractor informs Vorwerk that they intend to carry out the delivery solely under their conditions. We hereby inform you that we do not agree in any case to the applicability of any conditions of the Contractor's services and that any deviations from the above shall be agreed by the Parties in writing.

3) Acceptance of a delivery made under differing terms and conditions shall not imply that the different terms and conditions of sale shall be regarded as binding, even if Vorwerk does not expressly object to their validity upon acceptance of the delivery; the same shall also apply to payment for unreserved delivery. Upon confirmation or execution of the order by the Contractor, these purchase conditions shall be deemed accepted, even if the Contractor refers to his own purchase conditions upon confirmation or execution.

4) Deviations from the following purchase conditions require the express written consent of Vorwerk. They shall then apply exclusively to those transactions for which they have been agreed. They do not apply to contracts concluded previously, even if these contracts have not been completely fulfilled. In the case of future transactions, on the other hand, they are only valid if they are transactions of a permanent nature and deviations have been previously agreed for the same transaction.

5) Declarations and notifications with specific legal consequences, which the Contractor is obliged to transmit to Vorwerk after the conclusion of the contract (e.g. deadline settings, reminders, withdrawal declarations) shall be in writing under pain of nullity.

#### II. Offer and conclusion of the contract

1) Orders from Vorwerk are only effective if they are placed in writing or through the order system used by Vorwerk. The order number generated by Vorwerk must be stated on the invoice issued for the order. If in an individual case, Vorwerk places an order orally, it shall only become effective upon written confirmation by Vorwerk, and the order shall be deemed binding at the earliest upon written confirmation. The Contractor shall be obliged to inform Vorwerk of obvious errors (e.g. errors in entries or calculations) and of the incompleteness of orders and their documentation in order to enable Vorwerk to make corrections or additions to the order before accepting it.

2) The Contractor is obliged to confirm the order immediately upon receipt or to execute the order without reservation (acceptance) by sending Good. Vorwerk is entitled to cancel its order, without incurring any related costs, if the Contractor does not confirm or fulfil the order within two weeks of receipt. Late acceptance of the order shall be considered as a new offer by the Contractor and shall require acceptance by Vorwerk.

3) In the event that the Contractor cannot or does not wish to execute the order in accordance with the order from Vorwerk, the Contractor is obliged, irrespective of the regulations in section I of these conditions of purchase, to ensure that such deviations are clearly indicated on the order confirmation. Deviations are only deemed to have been accepted if Vorwerk has agreed to them in documentary form; as a general rule, order conditions other than those contained in the order are not considered to be binding. Written correspondence in connection with an order is to be conducted only with the purchasing department responsible for the order or with the person making the order, separately for each individual order, indicating the order number or other designations.

#### III. Delivery and transfer of ownership

1) The delivery date stated by Vorwerk in the order is binding, even if it is not expressly marked as "binding". Adherence to the delivery date shall be deemed to be acceptance of Goods by Vorwerk at the place of acceptance specified in the order. The Contractor shall inform Vorwerk immediately of any delay with regard to the delivery date in documentary form, stating the reasons and the probable duration of the delay. Acceptance of the delayed delivery by Vorwerk without reservation shall not deprive Vorwerk of claims against the Contractor arising from the delay in delivery.

2) The agreed delivery times shall be extended accordingly if acts of force majeure prevent the contractor from fulfilling his obligations. If in this case the delivery is extended by more than four weeks, Vorwerk shall be entitled to withdraw from the contract in part or in full.

3) In the event that the Contractor is in delay with the delivery of Good, Vorwerk is entitled, at its own discretion - without prejudice to the rights under paragraph 4) – to:

- a) require performance of the supply and payment of compensation for delay in delivery (compensation for the delay); or
- b) after fixing a reasonable period of grace for performance (fixing a period of grace is unnecessary where the law does



not require it), to claim damages in lieu of performance and withdraw from the contract.

4) The transfer of ownership of Good to Vorwerk takes place unconditionally and irrespective of the payment of the price. In the event that Vorwerk in a specific case accepts the Contractor's offer, whereby the transfer of ownership is conditional on payment of the purchase price, the Contractor's reservation of ownership shall expire at the latest upon payment of the purchase price for the Good delivered. Vorwerk shall be entitled to resell the Good in the ordinary course of business, even prior to payment. All other forms of retention of title are excluded.

5) The contractor is only entitled to partial deliveries on the basis of a specific written agreement with Vorwerk.

6) Vorwerk shall be entitled to demand fulfilment of the order in parts up to 4 weeks before the agreed delivery date. For the delivery of the unclaimed part of Good remaining after the part of the order is delivered on the original date, Vorwerk may set a later delivery date. If an order is ordered in parts, the interests of the Contractor shall be duly taken into account.

7) The weights, quantities and dimensions determined by Vorwerk during the Goods Control upon delivery are decisive for the payment of the invoice.

8) The Contractor may not exempt itself from liability for delays or incorrect deliveries to Vorwerk by relying on the actions of its suppliers.

9) The Contractor shall be obliged to notify Vorwerk of changes to the type, composition or design of the Good performance in relation to previous deliveries and services of the same type prior to the commencement of their manufacture or, if the Contractor is not the manufacturer, immediately upon becoming aware of such changes. These require the written consent of Vorwerk. Vorwerk is not obliged to check the deliveries and services after delivery for uniformity.

#### **IV. Shipping, risk transfer and collection**

1) If no other arrangements have been made, deliveries shall be made at the Contractor's expense and without any additional charges on Vorwerk's part (including the costs of handling, unloading, packaging and return of returnable packaging and any customs duties due) to the address specified in the order. If no destination has been specified and no other arrangements have been made, delivery shall take place to Vorwerk's head office in Wrocław. The place of destination is also the place of performance.

2) The Goods shall be packed appropriately for their type and in a professional manner, in order to exclude damage, soiling and alterations during transport. Vorwerk's acceptance of the proposed packaging does not release the Contractor from responsibility for the correctness of the transport and damage to the Good. The Contractor shall take back the packing material if Vorwerk so requests.

3) The delivery shall be accompanied by a consignment note stating the date of issue and dispatch, the contents of the delivery (article

number and quantity) and the order ID (date and number) of Vorwerk unless other arrangements have been made in the individual case.

If the consignment note is missing or incomplete, Vorwerk shall not be responsible for any resulting delay in processing the order and payment. In addition to the consignment note, Vorwerk must be sent a note with the same content as the consignment note. Unless otherwise agreed, the Contractor shall deliver the dispatch note and the consignment note in one copy and the invoice in two copies on time.

4) Deliveries may only be made on the dates, to the locations and to the extent specified by Vorwerk. Deliveries not made in accordance with the above shall be made at the Contractor's risk and shall not give rise to any obligation on Vorwerk's part to accept the delivery.

5) Acceptance or collection, also by third parties commissioned by Vorwerk, shall always take place with Vorwerk retaining all rights arising from defective or delayed delivery. In the event that acceptance or collection is prevented or hindered significantly by circumstances beyond Vorwerk's control, Vorwerk shall be entitled to postpone acceptance or collection for the duration of such circumstances. If this occurs over a period of more than four weeks, the Contractor shall be entitled to withdraw from the contract, but shall not be entitled to claim compensation for non-performance.

6) The risk of accidental loss or accidental deterioration of Good shall pass to Vorwerk upon handover at the place of performance. In the event that acceptance of Good is necessary for acceptance, the risk shall pass to Vorwerk upon acceptance. In the case of Goods subject to acceptance, the statutory regulations concerning contracts for work shall apply to the contract of the Parties to the extent not regulated by these terms and conditions or a separate agreement.

7) If there is a delay in acceptance of Goods on the part of Vorwerk, the statutory provisions shall apply. The Contractor shall also be obliged to expressly offer to fulfil the possible part of the performance to Vorwerk, even if a deadline has been set for an action or interaction on the part of Vorwerk (e.g. the provision of material) which has not been complied with. If Vorwerk is in default in accepting the goods, the Contractor is entitled to demand reimbursement of the additional costs incurred from him in accordance with statutory provisions. If the contract concerns an item to be manufactured by the Contractor to the order of Vorwerk, the Contractor shall only be entitled to rights in excess of the above regulation if Vorwerk is obliged to cooperate and if the lack of cooperation is due to a fault on his part.

8) The occurrence of force majeure and other significant events which significantly hinder, delay or prevent acceptance of Good and for which Vorwerk is not responsible, shall entitle Vorwerk to postpone acceptance of Good for the duration of the hindrance and for an appropriate start-up period or to withdraw from the contract in whole or in part if acceptance is no longer economically reasonable for Vorwerk. Claims by the Contractor for delivery, withdrawal or compensation are then excluded.

#### **V. Prices, payments**

1) All prices agreed by the Parties are fixed prices, valid for the entire contractual period and exclude any additional claims by the

Contractor. The Contractor undertakes not to apply less favourable prices and conditions to Vorwerks than those applied to other customers for which it carries out similar deliveries.

2) If not otherwise agreed in writing, the price includes all services and auxiliary services of the Contractor, freight and transport and possibly customs fees to the place of the delivery specified by Vorwerk, transport insurance and the correct packaging.

3) Payment shall be made in accordance with Vorwerk's order. If the order does not contain a regulation to this effect and unless otherwise agreed, payment shall be made upon receipt by Vorwerk of a correctly issued invoice, by the payment method selected by Vorwerk, within 14 days or 30 days from the date of correct delivery and receipt of the invoice.

4) If the Contractor is obliged to make available samples, test reports, quality documents or other documents, the acknowledgement of correct execution of the service and delivery shall also mean receipt of these documents and materials. A discount is also permitted if Vorwerk advances or withholds payments originally due to the Contractor in an appropriate amount due to the defects in Good or the delivery; the payment period begins to run after the defects have been completely corrected.

5) In the case of bank transfer, payment is considered to have been made on time if the transfer order was received by the bank before the due date; Vorwerk is not liable for delays on the part of the banks involved in the payment procedure.

6) Vorwerk is entitled to make deductions and retentions to the full extent permitted by law. Vorwerk is in particular entitled to retain payments due to the Contractor as long as Vorwerk is entitled to claims against the Contractor for incomplete or defective performance.

7) The Contractor is only entitled to set off and retain counterclaims that have been finally adjudicated or are undisputed.

## **VI. Liability for defects**

1) For claims by Vorwerk concerning physical and legal defects of Goods (including incorrect and incomplete deliveries and incorrect assembly, defective assembly, use or operating instructions) and other breaches of duty by the Contractor, the generally applied legal provisions shall apply unless otherwise agreed below.

2) If no other agreement has been made, the Contractor shall be liable to Vorwerk for defects discovered by the end of 24 months from the date on which risk passes to Vorwerk unless legal provisions stipulate a longer period (warranty).

3) In accordance with statutory provisions, the Contractor is liable in particular for the fact that the Good does not possess the agreed characteristics at the time the risk passes to Vorwerk. These characteristics are contained in the product descriptions which - in particular by way of specification or reference in the order on the part of Vorwerk – are the subject of the contract in question or in a similar manner as these purchase conditions are incorporated into the contract. For the above, it is irrelevant whether the product description comes from Vorwerk, the Contractor or the manufacturer.

4) Vorwerk shall also be entitled to claims for damages if it has failed to examine the goods in an acceptable manner before accepting delivery or immediately thereafter despite its legal obligation to do so.

5) Vorwerk is obliged to inspect Goods for possible discrepancies in identity and quantity and visible defects within an appropriate period of time. Vorwerk's verification obligation applied to defects which are clearly evident during the inspection of Goods on the basis of an external assessment together with the delivery documents and during the quality inspection on the basis of random samples (e.g. transport damage, incorrect and incomplete deliveries).

Where a contract concerns Goods subject to acceptance, verification as described in the paragraph above is not necessary. The assessment of the extent and necessity of verification shall always be made taking into account the circumstances of the case and the practice in the ordinary course of business of the Parties.

Vorwerk's obligation to report defects in the event of subsequent discovery remains unaffected. In all cases, notification of defects shall be deemed immediate and timely if it is received by the Contractor within five working days of delivery or acceptance.

6) The costs incurred by the Contractor for the verification and improvement (including possible installation or assembly costs) of Good, about which Vorwerk has raised objections, shall be borne by the Contractor even if it turns out that the reported defect did not exist. Vorwerk shall only be liable for unjustified notification of a defect if Vorwerk knew or did not know, due to gross negligence only, that the reported defect did not exist.

7) Statutory claims for damages due to physical and legal defects are entitled to Vorwerk in full. Vorwerk shall be entitled to require the Contractor, at its discretion, to remedy defects or to deliver a new Good without defects, unless otherwise expressly stipulated by law.

If the Contractor fails to remedy the defect within a reasonable period of time determined by Vorwerk, Vorwerk shall be entitled, in urgent cases, to take the necessary measures itself, after hearing the Contractor at its own expense, or to have these measures taken by third parties. Vorwerk's further statutory rights regarding defects shall remain unaffected.

## **VII. Supplier's recourse**

1) The statutory recourse claims to which Vorwerk is entitled within one supply chain (seller's claim due to the defectiveness of the goods sold) shall be available to Vorwerk in addition to the damage claims due to defects in an unlimited manner. Vorwerk shall, in particular, be entitled to demand exactly the kind of supplementary performance (improvement or replacement delivery) that Vorwerk owes to its customer in the respective case.

2) Before Vorwerk recognises or realises any claims for defects made against it by one of its customers, Vorwerk shall notify the Contractor of the complaint and request a written opinion from the Contractor, providing a brief description of the condition.

If this opinion is not issued within a reasonable period of time (no more than 7 days after notification) and if no amicable settlement is reached, the claim of the consignee admitted by Vorwerk shall be



deemed to be valid, in which case the Contractor shall be obliged to provide evidence to the contrary.

3) Vorwerk's recourse claims also apply if the Good has been processed prior to its sale to the consumer by Vorwerk or one of its customers, e.g. by incorporation into another product.

#### **VIII. Product liability, intellectual property rights, confidentiality clause**

1) In the event that the Contractor is liable for damage caused by the product, they shall be obliged to release Vorwerk at its first request from third-party claims, if and insofar as the defect or damage was caused by a defect in the Goods delivered to it, for other reasons the defect can be attributed to the Contractor or if the Contractor is responsible for it externally.

2) As part of their obligation to release Vorwerk from liability, the Contractor shall be obliged to reimburse the senses incurred by Vorwerk, in particular the costs of legal assistance and possible recall actions. Vorwerk shall inform the Contractor of the nature and scope of the recall action – if possible and economically reasonable – and give them the opportunity to take a position on the matter. Further statutory claims remain unaffected.

3) Sections 1 and 2 shall apply accordingly if the product defects were caused by the delivery and performance of the Contractor's sub-suppliers or subcontractors.

4) The Contractor warrants that the delivery and use of the purchased Good will not infringe any intellectual property rights of third parties

5) If claims are made against Vorwerk by third parties for infringement of intellectual property rights in connection with the use of Good supplied by the Contractor, the Contractor shall be obliged to release Vorwerk from such claims upon first written request. Furthermore, the Contractor shall be obliged to cover all expenses that Vorwerk incurs as a result of or in connection with the aforementioned third-party claim.

6) The Contractor shall keep the know-how and ideas and information provided to him by Vorwerk confidential, and shall not use them for the execution of orders for third parties or pass them on to third parties directly or indirectly.

8) The economic rights to inventions, works, other results of work and know-how which the Contractor, his personnel or persons performing work for him and on his behalf produce in connection with the work performed for Vorwerk shall belong exclusively to Vorwerk, free of charge and not limited in time or place. The contractor shall inform Vorwerk immediately in writing of all inventions, works, and results of work and know-how which arise in connection with the execution of the order and shall hand over to Vorwerk all drawings, models and written documentation produced in connection therewith.

#### **IX. Advertisement**

The use of enquiries, orders or any correspondence from Vorwerk by the Contractor for advertising purposes is prohibited. The inclusion in advertising of information about existing business

relationships with Vorwerk is only permitted with the express prior written consent of Vorwerk.

#### **X. Export controls and customs duty**

1) The Contractor is obliged to inform Vorwerk in his commercial documents about possible authorisation requirements in the case of (re)export of his Goods in accordance with Polish, European, US, export and customs regulations and the export and customs regulations of the country of origin of his Goods. For this purpose, the Contractor shall include at least in its offers, order confirmations and invoices, the following information against the relevant Goods items:

- for US Goods, the ECCN (Export Control Classification Number) in accordance with the US Export Administration Regulations (EAR),

- whether an export licence is required for Goods,

- the origin of Goods and Goods' components, including the technology and software used,

- whether the Goods were transported within the US, manufactured or stored in the US, or produced using US technology,

- Goods statistical number (HS customs code) for Goods.

2) The Contractor is obliged, upon request by Vorwerk, to provide it with all other external trade data concerning the Goods and their components, in writing, and to inform Vorwerk immediately in writing (prior to delivery of the respective Goods concerned) of all changes to the above data.

#### **XI. Applicable law, jurisdiction and other information**

1) The Polish law shall apply to these conditions of purchase and all legal relations between Vorwerk and the Contractor. The requirements and effects of the retention of title shall be governed by the law applicable at the place of location of the item if the choice of Polish law is not permissible or effective.

2) The exclusive place of jurisdiction, also for suits involving bills of exchange, cheques and documents, shall be, irrespective of the value of the dispute, the court of the first instance with jurisdiction over the registered office of Vorwerk. However, Vorwerk shall also be entitled to sue the Contractor at the Contractor's domicile or registered office or place of performance, even if this is located abroad.

3) The Contractor undertakes to observe internationally recognised social standards (in particular the prohibition of child labour, forced labour, discrimination, etc.). The Contractor confirms that it complies at least with social standards equivalent to the SA 8000 standard.

4) Any amendment or supplement to this agreement shall be in writing otherwise being null and void. This requirement of the written form may only be waived in writing.