

**General Terms and Conditions of Purchase and Procurement (GT CPP) of Ed. Heckwerth Nachf. GmbH & Co. KG**

**1. General**

- 1.1. The contractual relationship with our supplier, within the framework of which we purchase goods and/or other services, is based exclusively on our following general terms and conditions of purchase. General terms and conditions or other terms and conditions of the supplier are hereby expressly excluded. They shall not apply, even if we do not expressly object to them in the case of future contracts.
- 1.2. Likewise, any previously agreed contradictory or supplementary contractual conditions of the supplier will no longer be recognized.
- 1.3. These general terms and conditions of purchase shall also apply to all future business between us and the supplier, even if we do not expressly refer to these terms and conditions in individual cases.

**2. Ordering**

- 2.1. We shall be entitled to withdraw the order until the supplier confirms our order.
- 2.2. Each contract must be confirmed by the supplier, regularly in text form or – if set up on both sides – by EDI.

**3. Delivery, notice of defects**

- 3.1. For purchase contracts and other procurement measures, the Incoterms 2020 DDP to the delivery address specified by us shall apply. If no special delivery address is stated, our delivery address is our registered office.
- 3.2. The supplier must ensure secure packaging at its own expense. Insofar as we, in exceptional cases, bear the costs for packaging and or transport, the supplier may only invoice them at cost price.
- 3.3. The supplier shall bear the risk of shipping in any case, even if delivery should be agreed ex works from the supplier in individual cases.
- 3.4. Adherence to agreed delivery times is an essential contractual obligation of the supplier. The supplier shall automatically be in default upon expiration of the delivery period.
- 3.5. If the supplier has reason to believe that all or part of its delivery or service will not be provided or carried out in good time, it must notify us immediately in writing, stating the reasons and the expected duration of the delay. This shall not affect the supplier's obligation to compensate for damage caused by delay.
- 3.6. The unconditional acceptance of the delayed delivery or service does not constitute a waiver of any (compensation) claims which we may have pursuant to such delayed delivery or service.
- 3.7. We may still claim a contractual penalty up until we have paid in full the remuneration owed for the delivery or service concerned.
- 3.8. Under Section 377 HGB, our complaint is timely if it is made within 10 working days from the start of the statutory period. In this respect, the supplier waives the objection of delayed complaint.
- 3.9. Clause 4 applies to drop shipments with priority over Clause 3.

**4. Drop shipments**

- 4.1. Delivery to our customers or third parties named by us as a drop shipment by the supplier shall take place according to our specifications. In particular, the supplier warrants that
  - the delivery item corresponds to the respective product's usual appearance and the agreed, contractually required and expected specifications and properties,
  - the delivery data specified by us (e.g. delivery note with the necessary information about the product, our customer and the respective specified internal information) is attached to the specified places,
  - no other information or additions are added to a delivery (e.g. own advertising material or third-party advertising material such as brochures, flyers, newsletters, our purchase prices, etc.), in particular if this could indicate a direct delivery by the supplier or a related possibility thereof or the conditions thereof,

- the products are properly and securely packaged,
  - the shipment is handed over to or made available for collection by the shipping company in good time in order to ensure timely delivery to our customer.
- 4.2. The Incoterm DDP (delivery location specified by us) shall also apply to direct delivery of products by the supplier as a drop shipment.
- 4.3. The parties are aware that we do not have direct (physical) access to the delivered products in a drop shipping transaction. In this case, an incoming goods inspection for which we are responsible shall be replaced by an outgoing goods inspection that is the responsibility of the supplier. The supplier also undertakes not to derive any rights or objections from our belated complaint in the context of drop shipment. Sentence 1 does not apply if we do not raise a complaint against the supplier immediately after becoming aware of a defect or after our customer makes a complaint; however, this exception does not apply if the law provides otherwise in our favour. A period of 10 working days at our headquarters is considered timely within the meaning of sentence 1.
5. **Quality and quantities (over-/underdelivery)**
- 5.1. The supplier must adhere to the state of the art in science and technology with regard to the goods and services ordered by us. Pollutants, in particular formaldehyde, may only be present in the amounts permitted by law, but at most in amounts that are still deemed permissible according to the state of the art in science and technology.
- 5.2. Our ordered quantities must be observed per position with a tolerance of +/- 5%, insofar as this relates to standard products and standard formats. A quantity tolerance of + 5%/- 0% is permissible for fixed dimensions, special decors and other custom-made products.
6. **Payment**
- 6.1. Payment is made at our option by transfer or offset against counterclaims or by cheque.
- 6.2. Unless otherwise agreed individually, we shall pay the justified invoice amounts after delivery of the defect-free products with a 3% discount as follows:
- payment is made on the 5th of each month for the invoices received from the 1st to 15th of the previous month and
  - payment is made on the 20th of each month for the invoices received from the 16th to 31st of the previous month.
- 6.3. Invoices must be sent to us separately, stating the order and delivery note number.
- 6.4. If deliveries are made earlier than contractually agreed, receipt shall be deemed to be the day of the agreed delivery, even if invoices are issued before this date.
- 6.5. Every payment is made subject to audit.
- 6.6. Should we be in default of payment, we shall owe default interest only in the amount determined in accordance with Section 288 I BGB (German Civil Code), currently five percentage points above the respective base rate. Both the supplier and we are permitted to prove a different amount of damage.
7. **Offsetting, rights of retention, assignment of claims**
- 7.1. Offsetting of counterclaims or the assertion of a right of retention by the seller is excluded, unless the offsetting or right of retention of the seller are based on the same legal relationship, Section 320 BGB, or the claims are undisputed or legally established.
- 7.2. The supplier may not assign claims against us without our express approval. This prohibition of assignment does not apply to assignments made by way of an extended retention of title.
8. **Claims for defects**
- 8.1. In the event of defects in the supplier's deliveries and services, regardless of whether they are material or legal defects, we shall be entitled to any claims according to law without any limitation. We reserve the right to choose between rectification or subsequent delivery.

- 8.2. In the event that the supplier does not commence supplementary performance immediately after our request for supplementary performance, in urgent cases, especially to ward off acute danger or to prevent greater damage, we are entitled to undertake such supplementary performance ourselves or to have it undertaken by a third party at the expense of the supplier.
- 8.3. For refurbished or repaired parts of the delivery and for new delivery, the limitation period shall begin again at the time when the supplier has fully met our claims for subsequent performance.
- 8.4. In the event of material defects, the limitation period is 36 months, unless the law provides for a longer limitation period.

## 9. Provisions

- 9.1. Insofar as we provide the supplier with goods, tools, means of production, illustrations, drawings, calculations or other documents - hereinafter referred to jointly as provisions - or make these available for refinement purposes, we reserve ownership thereto.
- 9.2. Processing or transformation of the provisions by the supplier shall be carried out for us as the manufacturer in the sense of Section 950 BGB. If provisions are processed with other moveable objects not belonging to us, we acquire joint ownership of the new item in the ratio of the value of the provisions to the other processed objects at the time of processing.
- 9.3. If provisions are inseparably mixed or combined with other movable objects, we also acquire joint ownership of the entire item in the ratio specified above at the time of mixing or processing. If this is done in such a way that the objects not belonging to us can be regarded as the main item, it is agreed that the supplier shall transfer proportional joint ownership to us, in the above-mentioned ratio at the time of mixing or combination.
- 9.4. The supplier shall label our sole and joint ownership and shall store the property for us separately and carefully.
- 9.5. Provisions may only be used to fulfil the respective contract with us. The supplier must return the provisions to us upon termination of the business relationship at the latest.
- 9.6. The supplier is required
  - to examine all the provisions we have provided immediately upon receipt and during use with regard to identity, quantity deviations or recognizable defects, insofar as this is feasible in the ordinary course of business and
  - notify us immediately or later of any deviations discovered before processing and
  - in this event, to wait for our instructions.The notification of defects should be made in writing if possible.

## 10. Retention of title

- 10.1. We accept only a simple retention of title by the supplier, unless we acquire the property by law. The supplier grants us the right to further process and use the deliveries and services, even if we have not yet paid the remuneration owed.

## 11. Confidentiality, data protection

- 11.1. The supplier is obligated to treat confidentially all aspects of the business relationship, in particular the conditions of the order and all technical and commercial information and documents made available to it for this purpose, such as drawings, samples, references to our customers and their needs, even after termination of the business relationship.
- 11.2. The supplier undertakes to comply with all applicable data protection regulations, in particular the German Federal Data Protection Act (BDSG) and the GDPR, and to maintain a sufficient data protection concept and technical and organizational measures to secure the data, in particular against loss, damage and unauthorized access. If and to the extent necessary, the supplier shall conclude order processing contracts with us.

**12. Written form, place of performance, place of jurisdiction and applicable law**

- 12.1. Should these conditions or a contract stipulate the written form, this shall also be deemed fulfilled through fax, e-mail or – if set up between the parties – remote data transmission (EDI).
- 12.2. The place of performance for all obligations arising from the business relationship shall be our registered office. This shall also apply, in particular, to the place of supplementary performance.
- 12.3. The place of jurisdiction is Herford to the extent that the local court (Amtsgericht) is competent and Bielefeld to the extent that the district court (Landgericht) is competent, if the supplier is a merchant or a legal person under public law. We reserve the right to take action against the supplier at its general place of jurisdiction if it does not have a domicile in Germany.
- 12.4. The law of the Federal Republic of Germany shall apply to all legal relationships between us and the supplier, to the exclusion of those legal norms that refer to foreign legal systems and to the exclusion of the provisions of the Vienna UN Convention on Contracts for the International Sale of Goods (CISG).

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