



## 1. General

Only the conditions of purchase of the purchaser apply. They also apply to future orders, even if they are not expressly agreed again. Foreign conditions are hereby contradicted. Contractor's terms and conditions shall only become part of the contract if their inclusion is expressly confirmed in writing by the purchaser.

## 2. Order and order confirmation

2.1 Orders and agreements are only binding if they are issued or confirmed by the purchaser in writing, also by fax. All correspondence shall be conducted with Central Purchasing.

2.2 It is only permitted to refer to the existing business relationship with the written consent of the purchaser. Orders and possibly handed over items or information are to be regarded by the contractor as a trade secret and treated confidentially.

2.3 We reserve the rights of ownership and copyrights to illustrations, drawings, calculations and other documents. They may not be made accessible to third parties without our express written consent. They are to be used exclusively for the production related to the order. After completion of the order, they must be returned without request. They are to be kept secret from third parties.

2.4 Orders must be accepted by the contractor in writing within 10 days at the latest.

## 3. Pricing

3.1 The price stated in the order is binding. Unless otherwise agreed in writing, the price includes delivery "free domicile", including packaging. The legal value added tax is not included in the price. If, exceptionally, a price is agreed "ex works" or "ex warehouse", the purchaser only accepts the cheapest freight costs. All costs incurred including delivery to the carrier, including loading, shall be borne by the contractor. The type of pricing does not affect the place of performance agreement. If the packaging used for the shipment of the goods is billed separately, the purchaser is free to make it available to the contractor in a usable condition free of freight charges against credit of at least 2/3 of the calculated value.

3.2 If prices are not fixed in advance, they must be stated in the order acceptance form.

The purchaser reserves the right to object or withdraw from the order in such cases.

## 4. Delivery deadlines

4.1 Delivery dates written or agreed in the contract text are to be observed as fixed dates. The ordered goods must have been received by the purchaser on this date. If the service is not performed within the specified period, the purchaser may, among other things, withdraw from the contract without setting a grace period. If the contractor does not deliver on time, the purchaser still insists on fulfillment, unless otherwise indicated.

4.2 The contractor is obliged to inform the purchaser without delay in writing if circumstances occur or become apparent, which suggest that the required delivery time cannot be met.

4.3 In the event of non-delivery, the contractor shall be in default on the following day of the agreed delivery date without the need for a reminder. In the event of default, the purchaser is entitled to payment of a compensation amount of 1% per 7 days of the total contract value, but no more than 5%, without the need to prove a damage in this amount.

4.4 The unconditional acceptance of a delayed delivery or service does not waive the claims due to the purchaser as a result of late delivery or service.

4.5 Unforeseen events not caused by the purchaser, which seriously affect or disturb their purchaser operations, as well as work stoppages, breakdowns, operational restrictions and similar incidents, which result in a substantial reduction of consumption, entitle the purchaser, in the event of continuous delivery, to cancel the order for a delivery period of up to 4 weeks. If it is not a perpetual obligation, then the purchaser may delay the time of acceptance by 4 weeks. In these cases, the purchaser is only obliged to reimburse the contractor for the actual costs incurred by the contractor on the basis of this order.

## 5. Shipping instructions

5.1 The contractor is obliged to send a dispatch note to the purchaser in duplicate on the day of departure of each consignment, specifying the quantities and weights.

5.2 All shipping documents, advertisements, postal parcel sections, waybills, etc., and in particular invoices, must state the specified order no., supplier no. and unloading point.

5.3 In the case of call orders, a final check must be added to each invoice.

5.4 Significant delays in payment resulting from failure to comply with the provisions contained in the preceding three paragraphs are also the responsibility of the contractor and periods within which the purchase is entitled to deduct a discount shall only commence after clarification of the information required in paragraphs 1 to 3.

## 6. Invoicing and payment

6.1 Invoices are to be sent to the purchaser immediately, no later than 3 days after delivery in duplicate and not attached to the consignment. For every order a separate invoice is to be issued.

6.2 Claims against the purchaser may only be made with written consent.

## 7. Liability, warranty and remedy of defects

7.1 All properties submitted by the contractor about the item or as required by the purchaser according to their order shall be deemed as agreed and guaranteed as long as they are not contradicted in writing.

7.2 The contractor is liable and assumes the responsibility for their deliveries in accordance with the statutory provisions, unless otherwise stated below. The contractual service must be in accordance with the provisions and regulations of the legislator, the supervisory authorities, the professional association and the trade associations valid at the time of delivery at the place of performance.

7.3 If the item does not meet the agreed characteristics, the purchaser shall be entitled to the statutory claims for defects in full. In any case, they are entitled, at their discretion, to request either remedy of defects or delivery of a new item. The right to compensation, in particular for damages instead of performance, is expressly reserved.

7.4 Notifications of defects shall be deemed to have been filed in good time if received by the contractor within 3 weeks, calculated after receipt of the goods or in the event of hidden defects, upon discovery. The purchaser's obligation to examine is limited to random samples in accordance with statistical quality control.

7.5 The purchaser is entitled to remedy the defect themselves at the contractor's expense if there is a risk of default or special urgency.

7.6 Required examinations are to be carried out at the request of the purchaser at their company. The return of objectionable deliveries shall be at the expense and risk of the contractor.

## **8. Product liability - exemption - liability insurance**

8.1 Insofar as a contractor is responsible for product damage, they are obliged to indemnify the purchaser insofar from claims for damages of third parties upon the initial request, as the cause is set in their domain and organization and they themselves are liable in the external relationship.

8.2 Within the scope of their liability for claims within the meaning of 8.1, the contractor is also obliged to reimburse any expenses pursuant to §§ 683, 670 of the German Civil Code [BGB] or §§ 830, 840, 426 BGB arising from or in connection with a product recall carried out by the purchaser. The purchaser shall inform the contractor as far as possible and reasonable about the extent of the recall measures to be carried out and give them the opportunity to comment. This does not affect any other statutory claims.

8.3 The contractor undertakes to maintain a product liability insurance with a reasonable amount of flat rate cover per personal injury / property damage. If the purchaser is entitled to further claims for damages, these remain unaffected.

## **9. Ethics / Sustainability**

The supplier and their employees as well as third parties appointed by them are obliged to follow international legal safety, health and environmental regulations, using the ETI's Code of Conduct "The Base Code" as a starting point. A copy of these rules and regulations is immediately available to the supplier on request, free of charge.

## **10. Energy efficiency in the procurement of electrical components under the application of DIN EN ISO 50 001**

GIZEH Verpackungen GmbH & CO KG is certified according to the currently valid energy management system DIN EN 50001. For this reason, purchasing decisions are based on energy efficiency.

10.1 Electric drives (electric motors) may only be offered and delivered in accordance with efficiency classes IE3 and IE4 of the IEC 60034 standard. Any deviation from this may only be made after written approval from GIZEH Verpackungen. The cost / benefit ratio must be considered on a case by case basis.

10.2 Electrical components must be labeled according to the latest energy efficiency standards.

10.3 Energy consumption is an essential selection criterion in the procurement of electrical systems and components. Consequently, the supplier must inform the purchaser about the energy consumption of the products to be delivered.

10.4 If the supplier has more efficient alternatives to the products requested by the purchaser, the purchaser must be informed about them.

## **11. Risk analysis to avoid contamination**

As a manufacturer of food packaging, GIZEH Verpackungen GmbH & Co. KG endeavors to exclude any chemical, physical and bacteriological product contamination.

11.1 Therefore, when constructing machines, equipment or components to be supplied, the risk of contamination must be minimized.

11.2 GIZEH Verpackungen GmbH & Co. KG requires a written, plant-specific risk analysis for each delivered machine, plant or plant component, which assesses the above-mentioned contamination risks. An example classification system for assessment can be provided on request. The risk analysis can be performed as HACCP or as part of an FMEA.

## **12. Property rights**

12.1 The contractor warrants that in connection with their delivery no rights of third parties will be violated.

12.2 If the purchaser is subject to claims by a third party, the contractor is obliged to exempt them from these claims upon the initial written request. The purchaser is not entitled to make any agreements with the third party without the consent of the supplier, in particular to enter into settlements.

12.3 The supplier's duty of indemnity relates to all expenses necessarily incurred by the purchaser arising out of or in connection with any claim by a third party.

12.4 The limitation period is ten years, calculated from the conclusion of the contract.

## **13. Jurisdiction / applicable law**

13.1 Jurisdiction for all legal disputes, including certificates, change and check processes, is Gummersbach. The purchaser is also entitled to initiate legal proceedings at the headquarters of the contractor.

13.2 In addition to the contractual provisions, the law of the Federal Republic of Germany, which governs the legal relations of domestic parties, shall apply exclusively.

## **14. Miscellaneous**

The purchaser is entitled to receive via the contractor the data received in connection with this contract, whether this is from the contractor or from third parties, in the sense of the BDSG, to store and process, as well as transmit or pass on this data to its subsidiaries or participating companies. This right is equally applicable to its subsidiaries or affiliates.