

## **Terms of purchase of OTTO KRAHN Group**

### **consisting of**

**ALBIS PLASTIC GmbH**, Mühlenhagen 35, 20539 Hamburg, Germany  
**ALBIS Distribution GmbH & Co. KG**, Mühlenhagen 35, 20539 Hamburg, Germany  
**OTTO KRAHN Corporate Functions GmbH & Co. KG**, Mühlenhagen 35, 20539 Hamburg, Germany  
**OTTO KRAHN Real Estate GmbH & Co. KG**, Mühlenhagen 35, 20539 Hamburg, Germany  
**WIPAG Nord GmbH & Co. KG**, Buschstückenstr. 20, 39638 Gardelegen, Germany  
**WIPAG Süd GmbH & Co. KG**, Nördliche Grünauer Str. 31, 86633 Neuburg an der Donau, Germany

**Status: July 2020**

### **Preliminary remark:**

Insofar as the personal pronoun "we" (including its declinations) is used below, this refers to the individual company of the OTTO KRAHN Group acting under the relevant contract, as listed above.

Insofar as individual companies of the OTTO KRAHN Group are explicitly mentioned in the following terms of purchase, the relevant condition shall only apply to contracts with this company.

### **1. General Business Terms:**

**1.1** These Terms of Purchase are a part of all of our orders and purchases. We do not recognise possible General Terms of Sale of the supplier, even if we do not explicitly object hereto. Deviating agreements in an individual case require our written confirmation. In addition the Incoterms shall apply in the respective newest version.

**1.2** These terms and conditions shall only apply towards entrepreneurs within the meaning of Section 14 BGB [German Civil Code].

### **2. Orders / contracts**

Orders and purchases are only legally binding for us if they have been placed in writing or in a text form. Oral agreements shall only be effective with our written confirmation.

### **3. Purchase price / maturity**

The price shown in the order is binding and based on the agreement "delivered duty paid". The agreed purchase price shall include the costs for delivery "free house", packaging and transport insurance.

Insofar as no deviating agreement is reached in an individual case and is confirmed by us in writing, the payment should as a rule be made within 14 days after the delivery and receipt of the invoice with 2 % cash discount respectively within 30 days pure net.

#### **4. Delivery time**

The seller has to strictly adhere to the agreed delivery time. An impending delay is to be reported to us immediately in writing by stating the reasons and the expected duration. This shall also apply to incidents, which for reasons of dates render additional freight costs necessary owing to special tours.

Our acceptance or payment of a delayed delivery without reservation does not represent a waiver of the claims for compensation to which we are entitled owing to the delay.

#### **5. Invoices/payment**

Invoices are to be sent to us in duplicate by separate post when the goods are shipped. The invoices must contain our order number and the order date. Each delivery is to be invoiced separately. The remaining residual quantity must be stated in case of partial deliveries.

Our payment shall not be deemed as a recognition of a service of the seller as per contract.

#### **6. Shipping documents / use of the goods**

Dispatch notes are to be sent to us on the day of shipment by stating our order number and the order date. A delivery note is to be enclosed with all goods deliveries by stating our order number.

The type of use of the goods is at our discretion.

#### **7. Passing of risk**

The risk shall only pass to us after the goods have been unloaded at the place of destination.

#### **8. Inspection and complaint / warranty / liability**

We are entitled to only inspect the goods after delivery at the final place of destination.

Obvious defects are to be reported within two weeks after delivery, hidden defects within one week after discovery.

In case of defects we are entitled to the statutory warranty claims to an unlimited extent. We are entitled to request remedy of the defects or delivery of a faultless object from

the seller at our choice. The right to damages, in particular that to damages instead of the performance shall explicitly remain reserved.

The seller shall indemnify us from claims from producer liability as well as owing to the Product Liability Act insofar as the seller or its component supplier caused the product faults which trigger off the liability.

## **9. Quality assurance**

The Seller shall promptly inform us of any changes that affect the suitability of the purchased product to meet the specified requirements prior to its implementation.

The seller is committed to work according to the zero-defect-strategy.

At our request the seller has to prove the quality assurance by a recognised quality assurance system. Deliveries and services for **ALBIS PLASTIC GmbH** are to be provided in compliance with the principles of the international quality standard **IATF 16949**.

Deliveries and services must take the statutory and official requirements in the country of the manufacturer and recipient into account.

We are entitled to examine the status of the quality assurance at the seller after prior announcement during the customary operating hours.

## **10. REACH Regulation**

The seller guarantees that the goods delivered by it comply with the REACH Regulation (EC No. 1907/2006) and that all parts of the goods have been properly registered within the meaning of the Regulation.

## **11. Patent rights / property rights**

The seller guarantees that we can use the delivered goods within the framework of the applicable law and hereby no patents, trademarks or other property rights of third parties are infringed.

## **12. Reservation of title**

We do not recognise a reservation of title of the seller.

## **13. Minimum Wage Act**

The seller guarantees that it pays all employees employed by it the statutory minimum wage. In addition it undertakes to have a corresponding guarantee given to it by its subcontractors.

**14. Ethical principles**

The seller shall ensure that it, and its subcontractors, comply with principles which at least correspond to those set out in the Code of Conduct of OTTO KRAHN group (available on [www.albis.com](http://www.albis.com) in the “Corporate Governance” section) in connection with the performance of its obligations.

**15. General provisions**

The place of jurisdiction is Hamburg. The law of the Federal Republic of Germany shall apply under the exclusion of the Convention of the United Nations on Contracts for the International Sale of Goods of 11 April 1980 (CISG) as well as the provisions of the international private law. Incidentally, the Incoterms shall apply in the respective newest version.

Should individual regulations of these Terms of Purchase be or become invalid or non-enforceable in full or in part this shall have no effect on the validity or enforceability of the regulations on the whole. The invalid or non-enforceable regulation is to be replaced by a valid or enforceable regulation, which shall as far as possible correspond with the financial purpose of the invalid regulation.