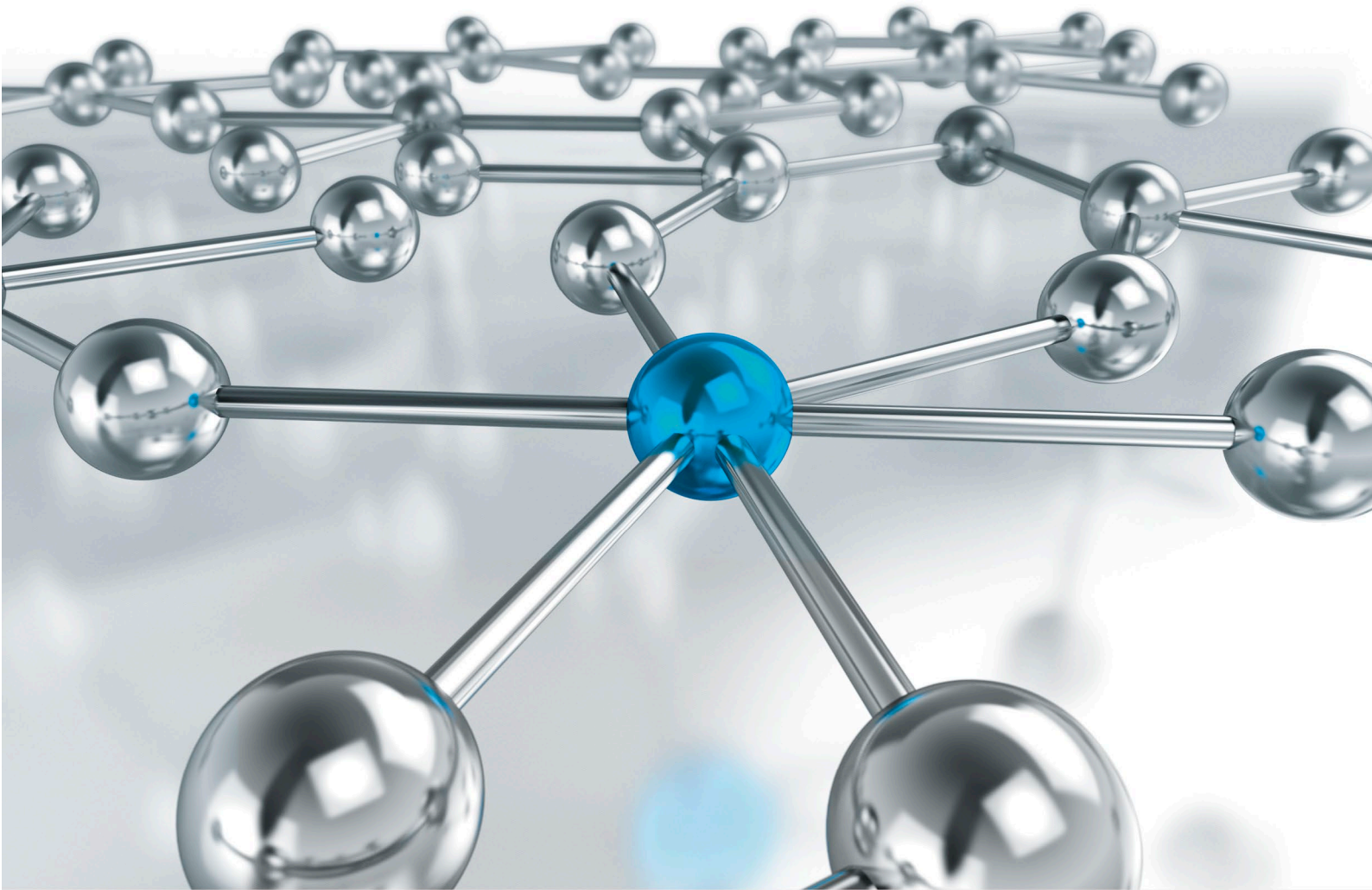


Creating value through partnership

BOYSEN
GROUP



Global Purchasing

Terms and conditions of purchase | Domestic

Rules and regulations for suppliers

Locations: KG | BAP | BAK | BAK MVO | BAA | MVO | BIN | MHG | helag | ALWA | Volterion



Terms and conditions of purchase | Domestic

Revision 03 – As of January 2022

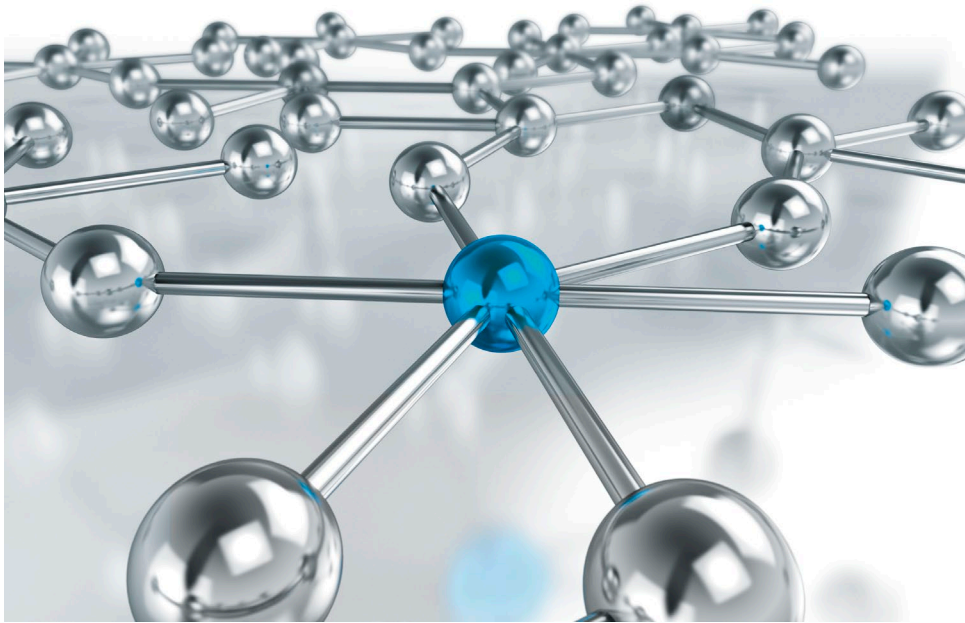


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General Terms and Conditions of Purchase for Domestic Business of the BOYSEN Group

§ 1 Validity – Scope of application – Defence clause

(1) These General Terms and Conditions of Purchase for Domestic Business of the BOYSEN Group ("BOYSEN Purchasing T&Cs for Domestic Business") apply to all business relationships with business partners based in the Federal Republic of Germany, in particular to all deliveries, services and offers of business partners, irrespective of whether the business partner manufactures the delivery item itself or purchases it from suppliers. The General Terms and Conditions of Purchase for Foreign Business of the BOYSEN Group, the current version of which can be downloaded from the BOYSEN website at www.BOYSEN-online.de and/or which can be sent to the business partner free of charge at the latter's request, apply to all business relationships with business partners based outside the Federal Republic of Germany.

(2) The BOYSEN Purchasing T&Cs for Domestic Business apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the business partner or third parties do not apply, even if BOYSEN does not separately object to their validity in individual cases. The BOYSEN Purchasing T&Cs for Domestic Business also apply if BOYSEN accepts the delivery or service without reservation in the knowledge of deviating, conflicting or supplementary general terms and conditions of the business partner or third parties. A reference to a letter containing or referring to the general terms and conditions of business of the business partner or a third party shall not be deemed to be BOYSEN's consent to the validity of such terms and conditions. Only in exceptional cases do deviating, conflicting or supplementary general terms and conditions of business of the business partner or third parties become an integral part of the contract if and to the extent that BOYSEN has expressly agreed to their validity in writing.

(3) Individually negotiated contractual agreements reached with the business partner in individual cases (including ancillary agreements, supplements and amendments) will in all cases take precedence over the BOYSEN Purchasing T&Cs for Domestic Business. Subject to proof to the contrary, a written contract or the written confirmation of BOYSEN will be authoritative for the content of such agreements. All agreements relating to the conclusion of the contract as well as amendments or supplements to contractual agreements must be in writing and approved by BOYSEN.

(4) The BOYSEN Purchasing T&Cs for Domestic Business will also apply to all future deliveries, services or offers of business partners of BOYSEN, even if they are not separately agreed again.

(5) In the case of framework agreements and continuing obligations, the business partner shall be notified in writing of any amendments to the BOYSEN Purchasing T&Cs for Domestic Business. They will be deemed to have been approved if the business partner does not object in writing within one month of receipt of the notification.

§ 2 Offers – Orders – Delivery schedules – Order placement

(1) Offers, orders and delivery schedules, as well as any amendments and supplements thereto, must be made in writing. Verbal agreements that are not confirmed in writing by BOYSEN will not become part of the contract. Orders, delivery schedules as well as changes and additions thereto may also be made by remote data transmission or by machine-readable data carriers.

(2) When submitting an offer, the business partner will be bound by its offer for at least one month. In the offer of the business partner, any deviations from the request of BOYSEN prior to the offer must be expressly pointed out by the business partner. The business partner is obliged to inform BOYSEN before conclusion of the contract of any unsuitability of the delivery item for the purpose intended by BOYSEN and known to the business partner; the same applies in particular to safety, health, environmental and other risks. Should the business partner fail to fulfil this obligation, the delivery item will be deemed not to be in conformity with the contract.

(3) Remuneration or compensation for expenses incurred by the business partner in connection with the initiation of the contract (e.g. the performance of visits or the preparation of offers, projects, preliminary studies, samples etc.) will not be granted to the business partner by BOYSEN. If and insofar as the business partner makes such expenditures in connection with the contract initiation, these shall in no way obligate BOYSEN to place the order.

(4) Each order and each delivery schedule must be confirmed in writing to BOYSEN by the business partner without delay after receipt, stating the binding delivery period and prices. Until receipt of the aforementioned written confirmation by the business partner, BOYSEN is entitled to revoke its order or delivery schedule at any time. Changes to the order or the delivery schedule (in particular with regard to price and delivery period details) will only be deemed to have been effectively agreed with the prior written consent of BOYSEN

(5) The delivery capacity stated in the order and/or in the delivery schedule must be guaranteed by the business partner on the basis of a production process at BOYSEN of 240 working days per year (48 weeks, 15 shifts per week) with a change flexibility of +/- 20% per part number, i.e. the business partner must be able to guarantee itself as well as at its sub-suppliers a delivery capacity with regard to an annual requirement at BOYSEN of + 20% (peak volume) per part number.

(6) In the event of changes to drawings or forms by the business partner that are not the subject of prior written approval by BOYSEN, the business partner will bear the risk of non-acceptance of the delivery item as well as any defects and damage caused thereby. Deviations in quantity and quality compared to the text and content of the order or the delivery schedule from BOYSEN and subsequent amendments to the contract will only be deemed to have been agreed if BOYSEN has given its express written consent.

(7) Within the bounds of reasonableness, BOYSEN is entitled to request changes to the ordered delivery item with regard to time, place, packaging and production specifications in writing at any time prior to execution of the order or delivery schedule and after consultation with the business partner. The business partner must inform BOYSEN without delay of any concerns about the changes requested by BOYSEN. In particular, the business partner is obliged to notify BOYSEN of any additional costs in a binding manner. BOYSEN's written consent will amend the contract between the parties accordingly. If no agreement can be reached, BOYSEN is entitled to withdraw from the contract. The business partner is not entitled to make changes in design or execution compared to earlier, similar deliveries and services without the prior written consent of BOYSEN.

(8) Order transfer to third parties is not permitted without the prior written consent of BOYSEN and entitles BOYSEN to withdraw from the contract and to claim damages.

§ 3 Prices – Shipping – Packaging

(1) The price stated in the order or the delivery schedule and the delivery conditions stated therein are binding. Value-added tax, insofar as it is incurred in accordance with the statutory provisions, shall be shown separately.

(2) The business partner will not grant BOYSEN less favourable prices and conditions than other customers if and insofar as the latter offer the same or equivalent conditions to BOYSEN in the specific case.

(3) In the absence of a written agreement to the contrary, the price includes delivery and transport to the shipping address specified in the contract as well as packaging. If, by way of exception, it is agreed that packaging is not included in the price, the business partner will charge BOYSEN for the packaging at cost price. If packaging material subject to return is charged, the business partner will issue a credit note for the full amount. Any shipping fees, in particular incoming freight charges, will not be borne by BOYSEN.

(4) The delivery of the delivery item must be made in the agreed packaging. The business partner shall ensure that the delivery item is protected from damage by the packaging. If BOYSEN does not specify any packaging, the delivery item must be packaged in a manner customary in the trade.

§ 4 Invoicing – Payment

(1) Insofar as invoicing does not take place within the framework of the "self-billing" credit note procedure, invoices must be issued separately for each order and sent in duplicate, identifying the original and the copy, to the address of BOYSEN. The wording of invoices must correspond exactly to the details in the order or the delivery schedule and contain all order data, in particular the order number, delivery note number, delivery quantity and price. Unless expressly agreed otherwise in writing, BOYSEN shall make payments in euro (EUR) to a domestic bank account of the business partner and any deductions by the business partner's bank will be borne by the business partner. Payment shall be made at BOYSEN's discretion by bank transfer and subject to prior invoice verification by BOYSEN.

(2) Unless agreed otherwise in the orders, the agreed price is due for payment within 30 calendar days of complete delivery and performance of the delivery item (including any agreed acceptance) and receipt of a proper invoice by BOYSEN. This applies accordingly to permissible partial deliveries. This regulation does not apply to tools, devices and models ordered on the basis of a written order. The remuneration regulations for tools, devices and models are to this extent based on the respective individual contracts.

(3) If BOYSEN makes payment within 14 calendar days from the date of complete delivery and performance of the delivery item (receipt of goods at BOYSEN) or – if receipt of a proper invoice takes place after receipt of the goods at BOYSEN – from the date of receipt of the invoice at BOYSEN (the act of performance is decisive), the business partner shall grant a 2% discount on the net amount of the contractually agreed price shown in the invoice. Time delays caused by incorrect or incomplete invoices do not affect the discount periods.

(4) BOYSEN does not owe interest on arrears. In the event of default in payment, the statutory provisions apply.

(5) If advance payments are agreed with the business partner, the latter is obliged to provide appropriate security, e.g. in the form of an unlimited guarantee from a bank or insurance company, at the request of BOYSEN.

(6) If the business partner's creditworthiness or ability to deliver deteriorates to an extent that jeopardises fulfilment of the contract, or if the business partner discontinues its deliveries or insolvency proceedings are instituted against its assets, BOYSEN is entitled to withdraw from the contract. The right of withdrawal may also be exercised only in part.

(7) The business partner is not entitled to assign its claims against BOYSEN or have them collected by third parties without the prior written consent of BOYSEN, which may not be unreasonably withheld. BOYSEN is entitled to assign all claims and/or rights arising from the business relationship with the business partner without restriction.

(8) BOYSEN is entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent provided by law. In particular, BOYSEN is entitled to withhold payments due as long as BOYSEN is still entitled to claims against the business partner arising from incomplete or defective performance. The business partner has a right of set-off or retention only for legally established or undisputed monetary claims.

§ 5 Delivery – Delivery period – Transfer of risk – Default of acceptance

(1) BOYSEN must be notified in writing of each delivery in such a way that, on the basis of the order number(s) stated for the respective delivery, BOYSEN can take note of all specifications of the respective delivery item, in particular with regard to quantity, dimensions and weights, in good time **before** the arrival of the delivery item and make appropriate arrangements for receipt of the delivery item. This also applies to any special requirements in connection with the receipt of the delivery item, in particular with regard to unloading, transport and storage in the operating area of BOYSEN. Delays, additional costs and damage incurred by BOYSEN due to non-observance of these shipping instructions on the part of the business partner are the responsibility of the business partner. In the case of freight consignments, a dispatch notification must be sent separately to BOYSEN on the day of dispatch.

(2) In principle, delivery is "free domicile" at the place of delivery/unloading point designated by BOYSEN. The costs of transport, including adequate transport insurance, shall be borne by the business partner. In the case of "additional freight", the additional freight costs must be recorded in accordance with the requirements of the IATF 16949 quality standard. A comprehensive delivery note containing BOYSEN's order details (in particular the order number, part number, batch number, item number etc.) must be attached in duplicate to each delivery. The delivery note must be inserted either under the sticker or under the packing paper, with the indication "Delivery note here", so that BOYSEN can determine the contents of the delivery before opening the consignment.

(3) The delivery period (delivery date or deadline) specified by BOYSEN in the order or the delivery schedule – or which is otherwise decisive according to the BOYSEN Purchasing T&Cs for Domestic Business – is binding. Receipt of the delivery item at the place of delivery/unloading point specified by BOYSEN is decisive in terms of compliance with the delivery period. If acceptance of the delivery item by BOYSEN is required, the delivery period is only deemed to have been met if acceptance can take place in good time within the delivery period.

(4) In the event of early delivery or over-delivery, BOYSEN reserves the right to return the delivery item at the business partner's expense. If no return is made in the case of early delivery, the delivery item will be stored at BOYSEN until the delivery date at the expense and risk of the business partner. In the event of early delivery, BOYSEN also reserves the right not to make payment for the delivery item until the agreed due date. In this case, the basis for calculating the due date is the delivery date specified in the order or the delivery schedule.

(5) The business partner is obliged to inform BOYSEN without delay in writing – stating the reasons and duration – if circumstances occur or become apparent such that the delivery period cannot be met. The business partner must obligate its sub-suppliers accordingly.

BOYSEN is entitled to support the business partner in preventing and/or eliminating circumstances that lead to an (impending) delay in delivery. The business partner is obliged to guarantee BOYSEN unhindered access to all affected production sites during normal business or production hours and to ensure the exchange of information necessary for the support. BOYSEN is entitled to invoice the supplier for any services and/or activities performed for the purpose of preventing and/or eliminating (impending) delivery delays.

(6) In the event of a delayed delivery, BOYSEN is entitled to impose a contractual penalty on the business partner in the amount of 0.1% of the net goods price attributable to the delayed delivery for each commenced working day of the delayed delivery. In total, the contractual penalty for a delayed delivery is limited to 5% of the net goods price attributable to the delayed delivery. In the event of a delay in delivery, BOYSEN is also entitled to the statutory claims without restriction, including the right to withdraw from the contract and to claim damages in lieu of performance after the fruitless expiry of a reasonable period of grace. The business partner is aware that delays in delivery can lead to production stoppages at BOYSEN. The business partner is also aware that BOYSEN delivers to its customers "just in sequence", so delays in delivery can lead to significant claims for damages and contractual penalties by customers against BOYSEN. Unconditional acceptance of the delayed delivery or service does not constitute any waiver of contractual and/or statutory claims to which BOYSEN is entitled due to the delayed delivery or service.

(7) If the delivery period is not met due to a circumstance for which the business partner is responsible, BOYSEN is entitled to make a covering purchase after the fruitless expiry of a reasonable grace period set by BOYSEN for the business partner in order to avert impending consequential damage caused by the delay. The additional costs incurred by BOYSEN as a result will be borne by the business partner.

(8) The business partner is not entitled to make partial deliveries without the prior written consent of BOYSEN. In the case of agreed partial deliveries, the remaining quantity to be delivered must be listed in the delivery note.

(9) Even in the case of dispatch of the delivery item, the transfer of risk does not take place until the delivery item is handed over at BOYSEN or at the location specified by BOYSEN.

(10) Goods are accepted only during the normal business hours of BOYSEN. BOYSEN is entitled to specify to the business partner limited time windows within which a delivery may be made.

(11) The occurrence of any default in acceptance by BOYSEN is governed exclusively by the statutory provisions.

§ 6 Retention of title

(1) In the event of retention of title by the business partner, only simple retention of title is deemed to be agreed. Any extension or prolongation of a simple retention of title by the business partner – in particular after processing, combination or mixing with other goods, as well as after sale of the delivery item – is inadmissible.

(2) The business partner's simple retention of title will expire upon full payment of the delivery items affected by the retention of title, and expressly does not apply to any other outstanding claims of the business partner.

§ 7 Samples – Drawings – Industrial property rights

(1) BOYSEN reserves all industrial property rights, copyrights, patent rights, rights to the use of names and/or trademarks, as well as proprietary rights, to all documents (for example samples, drawings, illustrations, plans, layouts, tool simulations, concept studies, calculations etc.) given to the business partner for the purpose of preparing the offer and/or providing the contractually owed delivery and/or other service. Such documents are to be used exclusively for preparation of the offer or provision of the contractually owed delivery and/or other service. The business partner may neither make the documents accessible to third parties nor use them itself, or through third parties, without the express consent of BOYSEN. No copies or other duplicates of the documents may be made unless BOYSEN has expressly agreed to this in writing beforehand. The provisions on confidentiality pursuant to § 18 remain unaffected.

(2) The documents referred to in paragraph 1 shall be returned by the business partner to BOYSEN without delay, and at the business partner's expense, as soon as BOYSEN demands the return of such documents from the business partner, to which BOYSEN is entitled at any time. As soon as the business partner no longer requires the documents for the purpose of preparing the offer and/or providing the contractually owed delivery and/or other service, these documents must be returned by the business partner without delay and at its own expense, without the need for a request to do so from BOYSEN. Any copies or other duplicates of these documents made by the business partner must be destroyed by the business partner at the latest when the documents (originals) are returned.

(3) Insofar as delivery items have been developed and/or manufactured on the basis of (i) documents and/or confidential information (in particular know-how) originating from BOYSEN and/or (ii) tools, devices and models provided by BOYSEN or copied from such tools, devices and models, these may not be used by the business partner itself or offered, sold or delivered to third parties.

§ 8 Tools – Devices – Models

(1) Tools, devices and models that BOYSEN makes available to the business partner or which are manufactured for contractual purposes and invoiced separately to BOYSEN by the business partner remain the property of BOYSEN or become the property of BOYSEN (§§ 929, 930 BGB (German Civil Code)). These tools, devices and models must be identified by the business partner as the property of BOYSEN and may only be used for the purpose of fulfilling the contract. Any other use requires the consent of BOYSEN.

(2) The business partner shall take custody and care of the tools, devices and models free of charge, based on the best possible safekeeping and proper use.

(3) The business partner also undertakes to maintain and repair the tools, devices and models free of charge in accordance with the recognised rules of technology.

(4) The business partner also undertakes to take out comprehensive insurance with sufficient cover against the usual risks, such as fire, water and theft.

(5) BOYSEN is entitled to inspect the tools, devices and models at any time after giving reasonable advance notice.

(6) The business partner shall notify BOYSEN without delay in the event of damage, destruction or loss of the tools, devices and models referred to in paragraph 1. The business partner shall do everything in its power to prevent third-party interference in the property of BOYSEN.

(7) At BOYSEN's request, the business partner is obliged to return the tools, devices and models referred to in paragraph 1 to BOYSEN in a proper condition and at its own expense if BOYSEN has a legitimate interest in having them returned. A legitimate interest exists in particular in the following cases:

- Opening of (possibly provisional) insolvency proceedings against the assets of the business partner
- Final failure of price negotiations and agreements for standard parts (compared to the market price)
- Permanent non-compliance on the part of the business partner with contractual obligations
- Deterioration of the quality of standard parts
- A consistently inadequate overall assessment of the business partner (rating "C") and lack of concrete suggestions for improvement by the business partner.

(8) Tools, devices and models may only be modified, relocated or scrapped with the written approval of BOYSEN. The storage period for tools, devices and models is 15 years.

§ 9 Quality of the delivery item – Quality and environmental management system

(1) The business partner guarantees and warrants that the delivery item, i.e. in particular all contractually agreed products, services, works, deliveries and other performance, comply with the recognised rules of technology as well as the contractually agreed and/or legally relevant (technical) data, in particular all applicable quality regulations, protective laws and other safety regulations, and that all deliveries and services are in accordance with the latest state of technology and the relevant legal provisions, as well as the applicable regulations and guidelines of authorities, trade associations and professional associations.

(2) The business partner is obliged to set up a modern (process-oriented) quality management system – at least on the basis of ISO 9001 – and to provide evidence of this at the request of BOYSEN. Unless agreed otherwise between BOYSEN and the business partner, the business partner's primary objective is compliance with the IATF16949 quality standard.

(3) If there is a presumed legitimate interest, BOYSEN is entitled to check the effectiveness of the quality management system on site within the framework of an audit in consultation with the business partner. Only areas in which the business partner has and can prove a legitimate interest in confidentiality are excluded from the check.

(4) The business partner undertakes to comply with the generally applicable VDA regulations in the respective current version. If deviations from these regulations appear necessary or expedient in individual cases, the business partner must obtain the prior written consent of BOYSEN.

(5) Only after BOYSEN has accepted in writing the "initial samples" submitted by the business partner may series delivery be commenced. Irrespective of this, the business partner must itself check the quality of the delivered items and subject them to a comprehensive outgoing inspection. Should customers of BOYSEN require other or more extensive quality checks, the business partner shall introduce such checks at its own expense and in consultation with BOYSEN.

(6) The business partner shall sign the BOYSEN quality assurance agreement in its current version.

(7) The business partner undertakes to use environmentally friendly products and processes for the contractually agreed deliveries and other services – as well as for subcontracted or ancillary services of third parties – within the scope of economic and technical possibilities. The business partner is obliged to set up a modern (process-oriented) environmental management system – at least on the basis of ISO 14001 – and to provide evidence of this at the request of BOYSEN. Unless agreed otherwise between BOYSEN and the business partner, the primary objective is compliance with the EMAS environmental standard. The business partner is liable for the environmental compatibility of the products and packaging materials supplied, and for any consequential damage resulting from the breach of statutory disposal obligations.

(8) If there is a presumed legitimate interest, BOYSEN is entitled to check the effectiveness of the environmental management system on site within the framework of an audit in consultation with the business partner. Only areas in which the business partner has and can prove a legitimate interest in confidentiality are excluded from the check.

(9) The business partner guarantees compliance with the relevant legal provisions in the field of environmental protection, in particular with regard to the prohibition of certain heavy metals in materials and components of vehicles placed on the market after 1 July 2003 (cf. Directive 2000/53/EC of the European Parliament and of the Council of 18 September 2000 on end-of-life vehicles and Commission Directive (EU) 2016/774 of 18 May 2016 amending Annex II to Directive 2000/53/EC).

§ 10 Incoming and outgoing goods inspection – Notification of defects

(1) Unless agreed otherwise, the quality inspection by BOYSEN of incoming deliveries (incoming goods inspection) will be carried out exclusively by random sampling. The business partner waives any objections according to which the legal obligation to inspect pursuant to §§ 377, 381 HGB (German Commercial Code) would not be complied with in this respect. Insofar as the random sampling reveals the existence of defective parts, BOYSEN is entitled to either reject the entire delivery without further inspection or to carry out a further inspection and sort out good parts at the expense of the business partner. In particular, the business partner, in order to avoid hazards or minimise damage, authorises BOYSEN to adopt the necessary measures on behalf and for the account of the business partner immediately after the defect becomes known.

(2) The business partner is obliged to inspect the delivery item prior to delivery to ensure that it complies with the specifications stated in the order and is free of defects, and this inspection must be adequately documented by the business partner (obligation to perform outgoing goods inspection). If the business partner breaches its obligation to carry out the outgoing goods inspection, it waives all objections pursuant to §§ 377, 381 HGB.

(3) Obvious deviations in quality and quantity, as well as obvious damage to the delivery item (e.g. transport damage), are in any case deemed to have been reported in good time if BOYSEN has notified the business partner of them, without culpable hesitation, since receipt of the delivery item by BOYSEN. Hidden material defects are in any case deemed to have been reported in good time if notification is made to the business partner, without culpable hesitation, after the actual discovery of the material defects.

(4) In the event of a complaint, the business partner is obliged to pay BOYSEN an expense allowance of EUR 60.00 for the additional expenses incurred in processing the complaint, e.g. for the notification of defects. BOYSEN reserves the right to prove higher expenditure.

(5) BOYSEN is relieved of the obligation to carry out an incoming inspection and to give notification of defects if the contracting parties have concluded a quality assurance and/or management agreement (QSV – QMV) by separate agreement. In such a case, BOYSEN is only obliged to carry out a pure safety check.

§ 11 Claims due to a material defect or defect of title – Guarantee of quality

(1) The business partner must deliver the delivery item free of material defects and defects of title and provide any other contractually agreed service free of material defects and defects of title. In the event of material defects or defects of title, BOYSEN is entitled without restriction to all statutory claims to the extent specified below in addition to the contractual claims regulated in the BOYSEN Purchasing T&Cs for Domestic Business.

(2) If a material defect becomes apparent within six months of the transfer of risk, it will be assumed that the delivery item or service was already defective at the time of the transfer of risk, unless this presumption is incompatible with the nature of the delivery item, the service or the defect.

(3) BOYSEN is entitled to demand supplementary performance from the business partner, to withdraw from the contract, to reduce the purchase price and to demand compensation for damages or reimbursement of futile expenses in accordance with the statutory provisions. Within the scope of supplementary performance, BOYSEN is entitled to demand, at its own discretion, that the business partner rectify the defect or deliver defect-free goods. The business partner is obliged to bear all expenses necessary for the purpose of rectifying the defect, delivering a replacement or rectifying the damage, in particular transport, travel, labour and material costs. If the business partner fails to rectify the defect or deliver a replacement within a reasonable period set by BOYSEN, or if rectification of the defect is impossible or fails, BOYSEN is entitled to withdraw from the contract and demand damages in lieu of performance. In urgent cases, in particular to avert acute danger or avoid major damage, BOYSEN is entitled, after prior notification of the business partner, to rectify the defect itself or have it rectified by third parties at the business partner's expense.

(4) BOYSEN does not waive warranty claims by accepting the delivery item or by approving samples or specimens submitted. Payments by BOYSEN do not constitute any acknowledgement that the delivery item or service is free from defects.

(5) The limitation period for claims by BOYSEN as a result of a material defect or a defect of title in the delivery item begins with its delivery (handover) to BOYSEN or – in the case of delivery to a third party – to the third party's place of receipt or use specified by BOYSEN. If acceptance has been agreed, the limitation period begins with acceptance. If the business partner owes the assembly of the delivery item in addition to the delivery, the limitation period begins with acceptance of the delivery item commissioned after successful assembly. In the case of machinery and systems, the acceptance date is determined by the date specified in BOYSEN's written acceptance declaration. In the event of replacement delivery or rectification of defects, the limitation period for replaced or rectified parts begins again at the time of the replacement delivery or the rectification of defects. This does not apply if the replacement delivery or the rectification of defects is carried out without the existence of a legal obligation (as a gesture of goodwill).

(6) Unless expressly agreed otherwise in writing between BOYSEN and the business partner in individual cases, the limitation period for material defects is 24 months. The limitation period of 24 months applies accordingly to claims arising from defects of title; the statutory limitation period for real rights of a third party on the basis of which return of the delivery item may be demanded (§ 438(1) no. 1 BGB) remains unaffected. In addition, claims arising from defects of title will in no case become time-barred as long as a third party can still assert the right against BOYSEN – in particular in the absence of a statute of limitations.

(7) From the time of receipt by the business partner of the notification of defect originating from BOYSEN, the limitation period for claims due to a material defect or defect of title is suspended until the business partner either rejects BOYSEN's claims or declares the defect eliminated, or otherwise refuses to continue negotiations on BOYSEN's claims.

(8) All dimensions on drawings, the technical specifications and all contents of performance specifications on which the contractual relationship is based will be deemed to be guaranteed qualities (quality guarantee). Further guarantees will be agreed in individual contracts if necessary. Paragraphs 5, 6 and 7 apply accordingly to the period of guarantee unless agreed otherwise in individual contracts.

(9) The business partner shall take out business liability insurance with extended product liability cover including for inspection and recall costs with cover per claim which is appropriate in particular with regard to the risk of damage and without an annual upper limit of the insurer to cover the risk in the event of a material defect or defect of title or in the event of a breach of a quality guarantee. At the request of BOYSEN, the business partner shall submit confirmation of insurance. Furthermore, notwithstanding § 7.9 AHB (General Liability Insurance Conditions), the cover must also extend to damage outside Germany. If and to the extent that coverage for the USA and/or Canada is excluded under the terms and conditions of the business partner's business liability insurance, the business partner must inform BOYSEN of this without delay.

§ 12 Product liability

(1) In the event of product liability damage, BOYSEN is entitled to the statutory claims without restriction.

(2) The business partner is responsible for any claims asserted by third parties for personal injury or property damage attributable to a defective product supplied by it and is obliged to indemnify BOYSEN against any resulting liability towards such third parties. If BOYSEN is obliged to carry out a recall against third parties due to the defectiveness of a delivery item supplied by the business partner, the business partner shall bear all costs associated with the recall.

(3) The provisions of § 11 remain unaffected. This applies in particular with regard to the obligation to take out product liability insurance in accordance with § 11, subsection 9.

§ 13 Liability

(1) The liability of BOYSEN – for whatever legal reason – exists in the event of intent and gross negligence, as well as in the event of injury to life, body or health and in all other cases of mandatory legal liability.

(2) In the event of a non-intentional or non-grossly negligent breach of material contractual obligations, BOYSEN's liability is limited to compensation for foreseeable damage typical for the contract, unless there is injury to life, body or health or a case of other mandatory statutory liability. A material contractual obligation is an obligation that is essential for achieving the purpose of the contract, the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the business partner relies or may rely.

(3) In all other cases, the liability of BOYSEN is excluded.

§ 14 Force majeure

(1) War, civil war, export restrictions or trade restrictions due to a change in political circumstances as well as strikes, lockouts, operational disruptions, operational restrictions and similar events that make it impossible or unreasonable for BOYSEN to fulfil the contract are deemed to be force majeure and release BOYSEN from its contractual obligations for the duration of their existence, in particular from the obligation to accept the delivery item in good time.

(2) If acceptance of the delivery item by BOYSEN cannot take place in good time due to force majeure or other unforeseen obstacles or obstacles beyond the control of BOYSEN which affect acceptance of the delivery item, the acceptance period is extended appropriately and there is no default in acceptance. This also applies if these events occur at a time when BOYSEN is already in default. The contractual partners are obliged to adapt their obligations to the changed contractual circumstances in good faith. BOYSEN is released from the obligation to accept the ordered delivery item or the contractually agreed service in whole or in part and is entitled to withdraw from the contract in this respect if the delivery item or other service can no longer be utilised by BOYSEN – taking into account economic aspects – due to the delay caused by force majeure.

§ 15 Industrial property rights of third parties

(1) The business partner guarantees and warrants that the delivery item does not infringe any industrial or other property rights of third parties in countries of the European Union or other countries in which it manufactures the delivery item or components thereof or has the delivery item or components thereof manufactured.

(2) The business partner is obliged to indemnify BOYSEN from any claims made by third parties against BOYSEN due to the infringement of industrial or other property rights referred to in paragraph 1 and to reimburse BOYSEN for any necessary expenses in connection with such a claim. This right to indemnification exists irrespective of any fault on the part of the business partner. In this case, BOYSEN is also entitled to obtain from the owner of such property rights the necessary authorisation for the delivery, commissioning, use, resale etc. of the delivery item at the expense of the business partner.

(3) Any further legal claims of BOYSEN due to defects of title of the delivery item remain unaffected.

§ 16 Industrial property rights of BOYSEN and the business partner

(1) The business partner undertakes to transfer to BOYSEN all transferable rights to products or work results in connection with the delivery item that have been individually manufactured or developed for BOYSEN.

(2) Insofar as the rights to products or work results referred to in paragraph 1 are not transferable – for legal reasons – the business partner grants BOYSEN an exclusive, free, transferable and temporally/locally unlimited right of use concerning such rights to products or work results for all types of use.

(3) Insofar as products or work results have not been individually manufactured or developed for BOYSEN, the business partner grants BOYSEN a non-exclusive, free, transferable and temporally/locally unlimited right of use.

§ 17 Spare parts

(1) The business partner is obliged to keep spare parts relating to the delivery item for a period of at least 15 years after the last delivery to BOYSEN.

(2) If the business partner intends to cease the manufacture and/or distribution of spare parts relating to the delivery item after expiry of the retention period specified in paragraph 1, it shall notify BOYSEN thereof without delay after the decision to cease has been made. This decision must be made at least 12 months before the actual cessation of manufacture and/or distribution.

(3) If and insofar as the business partner ceases to manufacture and/or distribute spare parts in accordance with paragraph 2, it shall bear the costs incurred by BOYSEN as a result of the continued safeguarding of the supply of spare parts, in particular in connection with the relocation of spare parts production to third parties or in-house production, including storage.

§ 18 Confidentiality

(1) The business partner is obliged to treat all information and documents that it obtains directly or indirectly within the scope of the business relationship with BOYSEN verbally, in writing or in any other form as strictly confidential and to use them only for the purpose of performance of the contract. In particular, the business partner warrants to BOYSEN that it will neither pass on this information or documentation to third parties nor make it accessible to third parties in any other form, and that it will take all reasonable and necessary precautions to prevent third parties from accessing this information and documentation.

(2) Without the prior written consent of BOYSEN, the business partner may neither refer to the existence of the business relationship for the purpose of advertising nor exhibit delivery items produced for BOYSEN.

(3) The business partner shall contractually obligate its employees and consultants, as well as its own business partners (e.g. sub-suppliers), in accordance with this § 18 and, upon request, provide BOYSEN with evidence of the existence of corresponding contractual declarations of obligation.

(4) This confidentiality obligation will apply throughout the term of the business relationship and will remain in full force and effect for a period of 10 years from the date of termination of the business relationship.

(5) The business partner will sign the BOYSEN non-disclosure agreement.

§ 19 Code of conduct ("BOYSEN Supplier Code of Conduct")

The business partner and BOYSEN will sign the BOYSEN Supplier Code of Conduct in its current version and base their business relationship on it.

§ 20 Data processing and data protection - Information security management system

(1) In the context of business relationships with business partners, BOYSEN may collect and process personal data insofar as this is necessary for the performance and implementation of the business relationship and/or there is a legal obligation to do so. In doing so, BOYSEN complies with the requirements of the applicable legal provisions, in particular the provisions of the Federal Data Protection Act (BDSG) and the German Telemedia Act (TMG) as well as Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data, on the free movement of such data, and repealing Directive 95/46/EC (GDPR).

(2) Personal data within the meaning of the GDPR means any information relating to an identified or identifiable natural person.

(3) Controller within the meaning of the GDPR is Friedrich Boysen GmbH & Co. KG, represented by the managing director: Rolf Geisel, Friedrich-Boysen- Strasse 14-17, 72213 Altensteig, Tel.: + 49 (0) 7453-20-0, Fax: + 49 (0) 7453 / 20-227, Email: datenschutzbeauftragter@boysen-online.de

(4) Personal data will only be disclosed/transferred to third parties if this is necessary for the purpose of implementing the business relationship, if there is a legal obligation to do so, or if the business partner has consented to disclosure/transfer of the personal data. The personal data disclosed/transferred may only be used by the third parties for the performance of their respective tasks. Any other use of the personal data is not permitted.

(5) BOYSEN will not use the business partner's data for purposes of advertising, market research or opinion research without the business partner's prior consent.

(6) The business partner has the right to withdraw its consent to the collection and processing of personal data at any time with effect for the future. Personal data, the deletion of which is precluded by retention periods on the basis of a statutory provision and/or ordinance, is excluded from such withdrawal. This also applies to personal data required for the performance and implementation of the business relationship with the business partner.

(7) BOYSEN shall adopt appropriate technical and organisational measures to ensure data security, and shall maintain records of processing activities on the basis of the relevant statutory provisions (e.g. GDPR, TMG, BDSG).

(8) Based on the relevant statutory provisions (e.g. GDPR, TMG, BDSG), BOYSEN shall provide information on the personal data processed about the business partner at any time upon request. The business partner may have the right to rectify, delete or restrict its personal data.

(9) All enquiries of the business partner in connection with data protection (need for further information, information requests, objections, consent withdrawals) must be addressed in writing, clearly identifying the data subject(s), exclusively to

Friedrich Boysen GmbH & Co. KG
Friedrich-Boysen-Strasse 14-17
72213 Altensteig
Fax: + 49 (0) 7453 / 20-227
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(10) The business partner is obliged to set up a modern (process-oriented) information security management system – either on the basis of TISAX® or ISO 27001 – and to provide evidence of this upon request by BOYSEN. Unless agreed otherwise between BOYSEN and the business partner, the business partner's primary objective is to comply with the TISAX® information security standard.

(11) If there is a presumed legitimate interest, BOYSEN is entitled to check the effectiveness of the information security management system on site within the framework of an audit in consultation with the business partner. Only areas in which the business partner has and can prove a legitimate interest in confidentiality are excluded from the check.

§ 21 Place of jurisdiction – Applicable law

(1) The exclusive place of jurisdiction for any disputes arising from the business relationship – irrespective of the legal grounds (e.g. contractual, non-contractual/tortious, statutory claims) – is the registered office of Friedrich Boysen GmbH & Co. KG. BOYSEN, however, is also entitled to bring legal action at the registered office of the business partner.

(2) The existing business relationship between BOYSEN and the contractual partner, in particular the contracts concluded between BOYSEN and the business partner within the framework of the business relationship, is governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

§ 22 Final provisions

(1) Unless expressly agreed otherwise, the place of performance for the obligation to deliver the delivery item and/or provide another service is the place to which the delivery item is to be delivered and/or the other service is to be provided as agreed; if this place is not specified in the contract, the place of performance is the registered office of BOYSEN.

(2) Should individual provisions of these contractual terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions. Should a partial clause be or become invalid, the validity of the remaining clause will remain unaffected insofar as it is separable from the partial clause in terms of content, is otherwise comprehensible in itself, and results in a remaining sensible regulation in the overall structure of the contract.

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