

§ 1 General/scope of application

- 1.1 Our Terms and Conditions of Purchase shall apply exclusively; we do not recognize any terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept the supplier's delivery without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.
- 1.2 All agreements made between us and the suppliers for the purpose of executing this contract must be set out in writing in this contract.
- 1.3 These Terms and Conditions of Purchase shall also apply to all future transactions between us and the Supplier, even if no express reference is made to these Terms and Conditions of Purchase in individual cases.
- 1.4 Our Terms and Conditions of Purchase shall only apply to organizations in accordance with Section 310 (1) BGB.
- 1.5 References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these Terms and Conditions of Purchase. The invalidity of individual provisions of these Terms and Conditions of Purchase shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a legally permissible provision that comes closest to the economic purpose pursued by the invalid provision.

§ 2 Offer/offer documents

- 2.1 Our order shall become binding if the supplier does not disagree to it in writing within three working days of receipt of the order.
- 2.2 We are entitled to cancel an order within three working days of receipt by the supplier before confirmation by the supplier.
- 2.3 Orders, delivery call-offs and their amendments and supplements may be made by remote data transmission or by machine-readable data carriers. Correspondence is to be conducted exclusively with the ordering purchasing department. Executed services or deliveries without a written order shall not be recognized.
- 2.4 No remuneration or compensation shall be granted for visits or the preparation of offers, projects, etc. We reserve the property rights and copyrights to illustrations or drawings, calculations or other documents; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for production on the basis of our orders; after completion of the order/quotation they are to be returned to us without being asked. They must be kept secret from third parties as long as and to the extent that the information has not already been published and/or is published without any action on our part.

§ 3 Prices/payment terms

- 3.1 The agreed prices are fixed prices. If no prices are stated, the Supplier's current list prices shall apply with the customary deductions. In the absence of any written agreement to the contrary, the price shall include delivery "free domicile", including packaging. If, by way of exception, we are invoiced separately for packaging, we shall be entitled to return packaging that is in a reusable condition to the supplier carriage paid against payment of 2/3 of the value resulting from the invoice. Packaging costs and/or packaging rental fees shall be charged to us at cost price, insofar as a calculation has been agreed by way of exception. We reserve the right to reasonably reduce packaging costs or packaging rental fees that are obviously overcharged when settling the invoice. The supplier shall be liable for damage caused by defective packaging.
- 3.2 The statutory value added tax is included in the price. It must be shown separately on the invoice.
- 3.3 Invoices shall be sent to us in duplicate when the goods are dispatched, but separately from them. The order number and order date must be stated on each invoice. The supplier shall be responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them. The quantities, weights or other units of measurement on which the determination is based shall be decisive for the payments. For payments abroad, we reserve the right to settle these in euros or foreign currency.
- 3.4 In the event of defective delivery, we shall be entitled to withhold payment in proportion to the value until proper fulfillment.
- 3.5 Unless otherwise agreed in writing, we shall pay the purchase price within 90 days of receipt of the delivery (receipt of goods) and receipt of the invoice. Payment shall be deemed to have been made on time if it is made with the weekly payment run following the 90-day period. We pay with a means of payment of our choice.
- 3.6 Without our prior written consent, which may not be unreasonably withheld, the supplier shall not be entitled to assign its claim against us or have it collected by third parties.
- 3.7 We shall be entitled to set-off and retention rights to the extent permitted by law. In particular, we shall be entitled to withhold due payments as long as we are still entitled to claims against the supplier arising from incomplete or defective deliveries. The supplier shall only have rights of set-off or retention on the basis of legally established or undisputed counterclaims.

§ 4 Product labeling

- 4.1 The supplier shall mark the delivery items in the manner prescribed by us or, if applicable, additionally agreed separately. Delivery items which are marked with a trademark protected for us or with corresponding equipment or which are packed in our original packaging may only be delivered by the supplier to us or to a third party designated by us. If

goods marked accordingly are rejected as defective, the supplier shall render them unusable at its own expense.

- 4.2 In the event of a breach of one of the above obligations, we shall be entitled to withdraw from the contract and demand the return of the goods obtained from the breach or compensation for the damage incurred by us.

§ 5 Delivery time

- 5.1 The delivery time stated in the order is binding. Decisive for compliance with the delivery date or the delivery period is the receipt of the goods by us.
- 5.2 The supplier is obliged to inform us immediately in writing if circumstances arise or become apparent which indicate that the agreed delivery time cannot be met.
- 5.3 In the event of a delay in delivery, we shall be entitled to the statutory claims without restriction. All events of force majeure and all labor disputes, in particular strikes and lockouts, shall release us from our contractual obligations for the duration of their existence. In particular, we shall be entitled to demand compensation for damages instead of performance and to withdraw from the contract after a reasonable period has expired without result. If we demand compensation, the supplier shall also have the right to prove that he is not responsible for the breach of duty.
- 5.4 If delivery is made earlier than agreed, we reserve the right to return the goods at the supplier's expense. If no return shipment is made in the event of early delivery, the goods shall be stored by us until the delivery date for the account and at the risk of the supplier. Storage rent, storage and fire insurance costs may be charged by us. However, there is no obligation to take out insurance.
- 5.5 If we are prevented from accepting the delivery due to circumstances which we cannot avert despite reasonable care (operational disruption, strike, lockout), the acceptance date shall be postponed by the duration of the hindrance. If acceptance is not possible for longer than six months due to the circumstances listed above, we shall be entitled to withdraw from the contract without any claims being able to be asserted against us.
- 5.6 We shall only accept partial deliveries by express agreement. In the case of agreed partial shipments, the remaining quantity must be listed on the delivery bill. In the case of purchase on call without a fixed date, the goods must be handed over to the receiving or shipping point specified by us within 8 days. After expiry of the deadline, the supplier shall be in default of delivery without a grace period being set.
- 5.7 In the event of a delay in delivery, we shall in any case be entitled to the statutory claims without restriction.

§ 6 Delivery and delivery addresses

- 6.1 All consignments must be accompanied by a delivery bill, in duplicate, stating our order number and item numbers. The delivery bill must also contain details of the gross and net weight. In the case of partial deliveries, the remaining quantity to be delivered must be stated. In addition, a dispatch note must be sent by separate post. The goods are to be delivered on the agreed means of storage. Each means of storage must be labeled by the supplier with the order number, item number and quantity. Goods not properly delivered may be repacked or labeled at the supplier's expense.

Nassau:

Leifheit AG
Leifheitstraße, 56377 Nassau/Lahn
Train and express station: 56377 Nassau/Lahn

Zuzenhausen:

Leifheit AG - Factory Zuzenhausen
Friedrich-Ruschitzka-Straße 1, 74939
Zuzenhausen
Phone: 06226-520

Blatna:

Leifheit s.r.o.- Factory Blatna
Sádlov 1300, 388 01 Blatná, Czech
Republic
Phone: +420383411411

Goods receipt:

Factory Nassau
Monday – Thursday 7.00 – 14.30 Uhr
Friday 7.00 – 11.00 Uhr

Factory Zuzenhausen
Monday – Thursday 7.00 – 15.30 Uhr
Friday 7.00 – 13.30 Uhr

Factory Blatna
Monday – Friday 06:00 – 15:30 Uhr
Deliveries outside these times will not be accepted.

§ 7 Transfer of risk/documents

- 7.1 The shipping risk until acceptance of the delivery shall be borne by the Supplier.
- 7.2 In the case of express delivery at our instigation, only the difference between freight and express costs can be charged.

§ 8 Inspection of defects/liability for defects

- 8.1 The supplier is responsible for the quality of the deliveries. We are obliged to inspect the goods for any deviations in quality and quantity within a reasonable period of time. The complaint shall be deemed timely if it is received by the supplier within a period of 5 working days, calculated from receipt of the goods and, in the case of hidden defects, from discovery. We are entitled to carry out the inspection by random sampling and, without prejudice to other claims, to completely reject the goods if the permissible limit quality values or the AQL values are exceeded or to inspect 100% of the goods at the supplier's expense and risk and to demand replacement of the actually defective parts. In this respect, the supplier waives the objection of late notification of detected defects. If, due to circumstances for which we are not responsible, our notification of defects is made at a later point in time than provided for here, it shall nevertheless be deemed to have been made in good time.
- 8.2 We shall be entitled to the statutory claims for defects in full; in any case, we shall be entitled to demand that the supplier either rectify the defect or deliver a new item, at our discretion. We expressly reserve the right to claim damages, in particular damages in lieu of performance.
- 8.3 We shall be entitled to remedy the defect ourselves at the supplier's expense if there is imminent danger or particular urgency or if the supplier is unable to remedy the defect or procure a replacement in good time despite setting a reasonable short deadline. The supplier must be informed of this immediately.
- 8.4 The limitation period is 36 months, calculated from the transfer of risk.
- 8.5 The supplier warrants that all items delivered by him and all services rendered by him comply with the latest state of the art, the relevant legal provisions and the regulations and guidelines of authorities, trade associations and professional associations. If deviations from these regulations are necessary in individual cases, the supplier must obtain our written consent. If the supplier has reservations about the type of execution requested by us, he must inform us immediately in writing.
- 8.6 The specifications of the limit values for harmful substances in accordance with Okotex Standard 100 as a minimum quality requirement for textiles must be complied with in the respective valid version and certified before delivery of the respective finished products, raw materials or auxiliary materials.
- 8.7 Analogous to (6), a certificate must be sent in accordance with the currently valid ordinance amending the Consumer Goods Ordinance for azo dyes.

§ 9 Product liability/exemption/liability insurance cover

- 9.1 Unless otherwise agreed, the statutory provisions shall apply to our rights in the event of material defects and defects of title of the goods (including incorrect and short delivery as well as improper assembly, defective assembly, operating or operating instructions) and in the event of other breaches of duty by the supplier, without the supplier's liability being limited or excluded in terms of reason or amount. In this respect, the supplier shall indemnify us against third-party claims.
- 9.2 Within the scope of its liability for cases of damage within the meaning of paragraph 1, the supplier shall also be obliged to reimburse any expenses pursuant to Sections 683, 670 BGB and Sections 830, 840, 426 BGB arising from or in connection with a recall campaign carried out by us. We shall inform the supplier of the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give him the opportunity to comment. Other statutory claims remain unaffected.
- 9.3 The supplier undertakes to maintain product liability insurance (including extended product liability and recall cost coverage) with a lump sum coverage of at least EUR 10,000,000 per personal injury, property damage and product asset damage; if we are entitled to further claims for damages, these shall remain unaffected, i.e. our claims are not limited to the amount of coverage.

§ 10 Property rights

- 10.1 The supplier shall be liable in accordance with the statutory provisions that no third-party rights (in particular patents and registered designs) are infringed in connection with its delivery.
- 10.2 If claims are asserted against us by a third party for this reason, the supplier shall be obliged to indemnify us against these claims within the scope of clause (1) upon first written request; we shall not be entitled to make any agreements with the third party - without the supplier's consent - in particular to conclude a settlement.
- 10.3 The supplier's obligation to indemnify relates to all expenses necessarily incurred by us from and in connection with the claim by a third party.

- 10.4 The limitation period is 36 months, calculated from the conclusion of the contract.

§ 11 Retention of title by the supplier

- 11.1 The supplier's retention of title shall only apply insofar as it relates to our payment obligation for the respective deliveries to which the supplier retains title.
- 11.2 Ownership shall pass to us upon acceptance of the goods by us. A current account reservation of the supplier is excluded. An equivalent exclusion shall be deemed to have been agreed as soon as we have accepted the goods for processing. If the supplier makes justified use of his retention of title against us, we shall not be liable for any reduction in value and/or loss of profit.

§ 12 Advertising/sales promotion

- 12.1 Drafts, layouts, drawings, etc. shall be created by the Supplier in such a way that they do not have to be subjected to visual changes during implementation (i.e. correct perspective, correct proportions, color fidelity as far as technically possible).
- 12.2 Litho work must be submitted exclusively on the material that corresponds to the final form.
- 12.3 For press proofs, the complete color wedge, punching, typesetting and printing formats, trim and register marks must also be printed. Fine data shall be deemed the property of the client and must be handed over to the client on request. Data carriers must be created with the latest software (DOS, WINDOWS, MAC OS).
- 12.4 In the case of print offers, the corresponding proposed material samples must always be supplied. Print runs must be supplied with the complete print standard before production release.
- 12.5 All advertising materials must be individually packaged in a handy way. The article identification (no.) must be visible on the outside. The Euro pallet dimensions (W80 cm, L120 cm) must be observed. The height of 175 cm must not be exceeded.

§ 13 Origin

- 13.1 If the goods manufactured by the supplier for us are required for export, the supplier is obliged to submit a written declaration on the customs origin of the delivery items using a form provided by us. This declaration must be sent to us with the first delivery at the latest. The origin of newly included delivery items or a change of origin must be notified to us immediately and without being requested to do so. The supplier shall be liable for all disadvantages incurred by us as a result of incorrect or late submission of the supplier's declaration. If necessary, the supplier shall provide evidence of its information on the origin of the goods by means of a printout sheet confirmed by its customs office.

§ 14 Social responsibility

- 14.1 The Supplier is obliged to comply with our Code of Conduct for Suppliers ("Code of Conduct") and must ensure that its suppliers also act accordingly. The current version of the Code of Conduct is available on our website. We are entitled to amend the Code of Conduct, in particular to comply with legal, regulatory, judicial or institutional requirements. The Code of Conduct sets out minimum standards. Where statutory regulations go further or contradict them, the law takes precedence.
- 14.2 The Supplier warrants that it will comply with the applicable statutory minimum working conditions (for Germany, these are mainly the obligations under the Minimum Wage Act, the Posted Workers Act and the Temporary Employment Act when fulfilling its obligations).

§ 15 General provisions

- 15.1 Unless expressly agreed otherwise, the place of performance for the delivery obligation shall be the shipping address or place of use requested by us; for all other obligations of both parties Nassau.
- 15.2 The exclusive place of jurisdiction for all disputes arising from this contract, including related actions on bills of exchange or checks, is Nassau.
- 15.3 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 15.4 Should one of these provisions be or become invalid, or should the contract concluded on the basis thereof contain a loophole, the validity of the remaining provisions shall remain unaffected.