

General Conditions of Purchase of Wagener & Simon WASI GmbH & Co. KG ("WASI")

only exercise additional rights if WASI was contractually obliged to collaborate with Supplier on the production of said item and only if WASI is responsible for the failure to collaborate with Supplier.

I. Scope

- (1) The present General Conditions of Purchase ("conditions of purchase") apply to all business transactions with business partners and suppliers of WASI ("Supplier") concerning the delivery of movable property ("goods" or "product(s)") and/or services, regardless of whether a supplier directly provides these goods and/or services or purchases them from third parties. These conditions of purchase apply only if Supplier is an entrepreneur within the meaning of Section 14 of the German Civil Code ("BGB"), a public law entity or a special fund under public law.
- (2) These conditions of purchase, as in effect at any given time, shall apply as framework agreement to any future contracts for the sale and/or the delivery of movable property and/or services with the same supplier, without WASI having to expressly refer to these conditions of purchase in each individual case; the latest version of our conditions of purchase can be accessed at www.wasi.de.
- (3) The present conditions of purchase shall apply exclusively. Any conflicting, diverging or supplementary terms and conditions of Supplier are excluded, unless the extent of their incorporation into a contract is expressly defined and agreed to by WASI in writing. This reservation of consent shall apply even if WASI accepts deliveries from Supplier without reservation while being aware of Supplier's terms and conditions.
- (4) Any separate, individual agreements concluded with Supplier (including any supplements, changes and amendments) shall take precedence over the provisions in these conditions of purchase. However, these individual agreements require written form and/or WASI's written confirmation to be effective.
- (5) All legally relevant representations and notices to be made to WASI by Supplier after conclusion of a contract (incl. deadlines, reminders, rescission of a contract) must be made in writing to be effective.
- (6) References to statutory requirements are for clarification purposes only. Even without such references, legal regulations and statutory requirements generally apply without limitation unless they are expressly changed or excluded in these conditions of purchase.

II. Conclusion of a contract

- (1) An order from WASI may not be considered placed unless submitted or confirmed in writing. Any deliveries made without written order will not be accepted. WASI's failure to respond to offers, inquiries or other declarations of Supplier may only be deemed consent if this has been expressly agreed in writing in advance. Supplier shall point out obvious mistakes (e.g. typing or spelling errors) and/or incomplete orders or missing order documents to WASI without delay so they can be revised or completed. Otherwise, the contract shall not come into effect.
- (2) A contract only enters into force upon written confirmation of the order (acceptance) by Supplier. Any delayed or changed order acceptance shall be deemed a new offer requiring acceptance by WASI. The same shall apply to any acceptance of an extended or limited or otherwise changed order.
- (3) Supplier shall provide all offers, designs, drafts and samples free of charge. At WASI's request, Supplier shall take these back at its own expense and without delay.

III. Delivery times and delays in delivery

- (1) The delivery date given by WASI in the order is binding. In the event Supplier can reasonably foresee that the agreed delivery times cannot be met, Supplier shall notify WASI in writing without delay of the reasons for and the length of the expected delay. Before the agreed delivery date, partial deliveries or early deliveries may only be made with the prior written consent of WASI.
- (2) In the event the date by which a delivery must be made at the latest is set out in the contract, Supplier shall be considered to be in default (default of the obligor within the meaning of Section 286 BGB) as of the specified date without a further reminder being required.
- (3) Should Supplier fail to provide the agreed goods or services or fail to do so within the agreed delivery time, or should Supplier default on the delivery, WASI's rights - especially those to rescission of the contract and damages - shall be subject to statutory requirements. However, the above provisions shall apply without prejudice to the provisions set out in paragraph 4.
- (4) WASI may charge a contractual penalty amounting to 1 % of the net price for each full calendar week Supplier is in default, but no more than 5 % of the total net price of the products contained in the delayed delivery. In this respect, Supplier waives the defense of treating consecutive violations of this provision as one violation for the purpose of this provision (Einrede des Fortsetzungszusammenhangs). WASI may claim this contractual penalty in addition to actual performance of the contract as minimum damages in accordance with statutory requirements; WASI reserves the right to claim additional damages. In the event WASI accepts the delayed provision of the goods or services, the contractual penalty will be claimed upon final payment at the latest.
- (5) WASI will continue to claim full delivery, unless Supplier fully compensates WASI for the delivery at WASI's request. Acceptance of the delayed delivery shall not be construed as a waiver of any damages or contractual penalty claims.

IV. Performance, delivery, transfer of risk, delays in acceptance, packing

- (1) Without the prior written consent of WASI, Supplier may not provide the goods or services owed under the contract through a third party (e.g. subcontractors). Unless agreed otherwise in individual cases (e.g. limitation to stocks), Supplier shall bear the procurement risk for any products or services owed.
- (2) Without WASI's prior written consent, Supplier may not effect any partial deliveries.
- (3) Unless agreed otherwise in individual cases, all deliveries shall be made free of charge (DDP named place of destination acc. to INCOTERMS 2010) to the destination named in the order. Unless agreed otherwise, all deliveries shall be made to WASI's head office in Germany, Wasi-Strasse 1, 42287 Wuppertal, if no place of destination has been named in the order. The place of destination is also the place of performance.
- (4) Every delivery must be accompanied by a delivery note stating the date (issuing and dispatch), the content of the delivery (item numbers and quantities) and the WASI order details (date and number). WASI shall not be responsible for any delays in the processing or payment of deliveries resulting from missing or incomplete delivery notes. A dispatch note with the same content as the delivery note shall be sent separately to WASI to the email address disposition@wasi.de.
- (5) Every delivery shall be executed in accordance with WASI's supplier guidelines, as in effect at any given time. The latest version of the supplier guidelines can be accessed at www.wasi.de.
- (6) WASI may charge Supplier for any reworking costs and/or other expenses incurred in connection with Supplier's failure to observe WASI's supplier guidelines. WASI reserves the right to claim additional damages.
- (7) The risk of accidental loss of or accidental damage to the goods or services passes to WASI upon delivery of the goods or services at the place of performance. In case acceptance of the goods or services is agreed, the risk passes upon acceptance. In all other respects, acceptance is subject to the statutory provisions governing contracts to produce a work (Section 631 et seq. BGB). Failure to accept the goods (default of acceptance, Section 293 BGB) on the part of WASI shall constitute acceptance and/or passing of risk.
- (8) Commencement of default of acceptance on the part of WASI is subject to statutory requirements. Supplier has to expressly offer performance of the contract to WASI even if a certain time period has been agreed for an action or involvement of WASI (e.g. provision of materials). In the event WASI is in default of acceptance, Supplier may claim compensation for any additional costs incurred in accordance with statutory requirements (Section 304 BGB). In the event the contract concerns a unique item to be manufactured by Supplier (custom-made item), Supplier may

V. Duties to inform, subcontractors

- (1) Supplier shall inform WASI in writing of any changes to manufacturing processes, changes in materials or upstream deliveries of parts for products or services, changes in manufacturing locations as well as of changes to processes or facilities for the testing of parts or any other quality assurance measures in good time. To the extent necessary, WASI may examine whether the above changes can have a negative effect on the product. Upon request, Supplier shall provide all documents required for such an examination and allow for audits to the extent required.
- (2) WASI must be notified in writing of the use of subcontractors, freelance staff, upstream suppliers and other third parties ("authorized agents") who are no actual employees of Supplier in the provision of the agreed goods or services. Supplier shall ensure in its contractual relationships with authorized agents that all goods and services are provided fully and in due form, the due and timely provision of goods and services can be monitored through appropriate documentation as well as regular audits by WASI and that all obligations arising under the contract with WASI also apply to the contractual relationship with the authorized agent.
- (3) Authorized agents shall be considered legal representatives of Supplier within the meaning of the German Civil Code. Losses, delays, interruptions, insufficient performance or any other defects or errors in the deliveries and services of the authorized agents, regardless of the cause of these losses, shall not release Supplier from its obligations under the contract concluded with WASI.
- (4) In the event Supplier or one of its authorized agents has to provide services on the premises of WASI, Supplier shall ensure the authorized agents have signed the external company agreement presented by WASI before provision of the services and that this external company agreement as well as all other provisions contained in WASI's plant regulations are observed fully by the persons concerned.

VI. Prices, invoices, payment terms, set-off and retention

- (1) The price shown in the order is binding. All prices are exclusive of VAT even if VAT is not shown separately. This also applies to any additional services performed by Supplier.
- (2) Unless otherwise agreed in individual cases, the price shall include all services and additional services provided by Supplier as well as all incidental expenses (e.g. appropriate packing, customs duties, import charges, transport costs including any transport and liability insurances).
- (3) The original invoice shall be sent to WASI and must include the invoice number, order number, quantity, price and other order details (including, but not limited to, the WASI item numbers). Invoices shall be sent separately from goods deliveries. Any deliveries from territories outside the EU's customs area must include a copy of the invoice or a pro forma invoice.
- (4) The agreed price is payable within 30 calendar days after full delivery or provision of all goods and services (including acceptance where agreed) and receipt of a duly issued invoice. Supplier shall grant a cash discount of 3% on the net invoice amount on all payments made by WASI within 14 calendar days. Payments by bank transfer shall be considered made in due time if the transfer order by WASI is received by WASI's bank before expiry of the payment term. WASI may not be held responsible for delays caused by the banks involved in the payment process. Payments are only made after receipt of a properly issued and correct invoice.
- (5) WASI will not be held liable for any commercial maturity interest within the meaning of Section 353 of the German Commercial Code ("HGB"). Any late payment interest (default interest, Section 288 BGB) charged may be five (5) percentage points above the base rate. Commencement of default within the meaning of Secs. 286 et seq. BGB on the part of WASI is subject to statutory requirements. Without prejudice to the above provision, a written reminder by Supplier is always required before WASI may be considered in default.
- (6) WASI may exercise its legal rights of set-off and retention as well as the right to refuse performance in accordance with Section 320 BGB if the customer fails to render the agreed consideration. WASI's rights include, but are not limited to, the right to refuse payment, provided WASI still has outstanding claims against Supplier resulting from incomplete or defective goods or services.
- (7) Supplier may only claim a set-off or exercise its right of retention to the extent that its claim is uncontested or has become res judicata.

VII. Retention of title and provision of materials

- (1) Title to the goods shall pass to WASI upon delivery regardless of whether the price has already been paid. However, in the event WASI accepts an offer from Supplier subject to full payment of the agreed price in individual cases, title to the goods shall pass upon full payment of the goods delivered. Any extended reservation of title on the part of Supplier is hereby excluded.
- (2) Supplier processes, blends or combines materials provided by WASI on behalf of WASI. Both parties agree that WASI acquires joint ownership of the new products created proportionate to the value of the materials provided by WASI compared to the total value of the new products. Supplier shall store and insure these new products for WASI until delivery.

VIII. Confidentiality, documentation and references

- (1) Supplier shall not disclose to third parties any commercial or technical information provided or made accessible by WASI, to the extent this information is not already publicly known, and may only provide this information to persons required for the performance of deliveries to WASI in the course of their own business operations, provided these persons are also subject to appropriate non-disclosure obligations.
- (2) WASI reserves all property rights and copyrights in and to all documents and other resources made available to supplier for the execution of an order placed by WASI including, without limitation, drawings, illustrations, designs, calculations, descriptions, plans, models, samples, technical specifications, data storage media, other documents, tools, parts and materials. All of the above documents and resources may only be used for the performance of the agreed contract and shall be returned (including any copies or other records made) to WASI upon completion of the contract. Any works or products created on the basis of documents and resources provided by WASI may not be used by Supplier nor offered or delivered to third parties.
- (3) Any technical documentation, drawings, diagrams, tables, charts, photographs, layout templates and other documentation – be it on data storage mediums, printed copies or printing materials – as well as all samples, tools, materials and other operating resources provided by Supplier shall become property of WASI upon provision by Supplier. To the extent legally permissible, WASI shall further receive all property rights and rights of use and exploitation in all aforementioned copyrightable works. The transfer of the above rights does not require any separate remuneration by WASI; it is fully covered by the prices given in the orders.
- (4) Without WASI's express prior written consent, Supplier may not use the business relationship between Supplier and WASI as a reference in any form whatsoever.

IX. Defective deliveries

- (1) Unless agreed otherwise in the following, WASI's rights in the event of material or legal defects in the goods (incl. wrong or short deliveries as well as faulty assembly, faulty assembly manuals, operating or user instructions) and other breaches of duty by Supplier are subject to statutory requirements.
- (2) In accordance with statutory requirements, Supplier's liability shall include, without limitation, the assurance that the goods have the agreed quality at the passing of risk to WASI. The product descriptions which have been incorporated into an individual contract – for instance by reference thereto in WASI's order – and therefore constitute part of the subject matter of this contract or which have been included in the contract in the same way as these conditions of purchase shall be

- deemed the agreed nature and quality of the goods. For the purpose of the above provisions, it is irrelevant whether the product description has been provided by WASI or by Supplier.
- (3) Notwithstanding the provisions in Sec. 442, para. 1, sentence 2, BGB, WASI shall be entitled to claims for defects without limitation even if WASI did not become aware of the defect upon conclusion of the contract due to gross negligence.
 - (4) The legal obligation to examine goods upon delivery and notify the delivering party of any defects is subject to the applicable statutory requirements (Secs. 377, 381 HGB (German Commercial Code)) with the following exception: WASI's obligation to check goods upon delivery shall be limited to defects that are directly detectable during WASI's incoming goods inspections by means of visual checks including the delivery documents and by random checks of WASI's quality assurance personnel (e.g. damage in transit, wrong or short deliveries). In case acceptance has been agreed, WASI shall not be obliged to check the goods. In all other respects, these obligations shall be dependent on whether and to what extent an inspection of deliveries can be conducted with reasonable effort in the ordinary course of business in each individual case.
 - (5) The above provisions are not intended to exclude or limit the obligation to notify Supplier of defects discovered at a later time. In all cases, a complaint by WASI (notice of defects) shall be deemed made in due time and without delay if Supplier receives this notice within 10 calendar days.
 - (6) Supplier shall bear all inspection and rectification costs (including any removal and installation costs) even if it is discovered that the goods in question were not defective. WASI remains fully liable for damage caused by unjustified claims for the rectification of defects. However, WASI shall only be liable if WASI was aware of the fact that the goods in question were not defective or was grossly negligent in failing to recognize the absence of any defects.
 - (7) In the event Supplier fails to provide a remedy (either by rectifying the defect or by delivery of a non-defective product as chosen by WASI) within a reasonable period determined by WASI, the latter may rectify the defect itself and claim compensation for the expenses or advance payments from Supplier. In case Supplier's remedial measures were not successful or would impose an unreasonable burden on WASI (e.g. because of special urgency, operational safety hazards or the potential of excessive damage), no grace period needs to be determined. WASI shall notify Supplier without delay – if possible in advance.
 - (8) In the event Supplier provides a replacement delivery as a remedial measure, the replacement goods will again be subject to the original limitation period, unless Supplier expressly and effectively declares that the replacement delivery was made out of goodwill and/or to avoid disputes and/or to secure the continuation of the supplier relationship.
 - (9) In all other respects, WASI shall be entitled to reduce the purchase price or rescind the contract in accordance with statutory requirements in case of material or legal defects. WASI may further claim damages and the reimbursement of expenses in accordance with statutory requirements.
 - (10) In the event WASI discovers a defect in a product delivered by Supplier or a defect is discovered as a result of a justified customer complaint at a later time and the product has to be returned and/or blocked by WASI for this reason, Supplier shall pay a flat handling fee in the amount of EUR 150.00 to WASI. This handling fee will not be offset against any resulting claims for damages. WASI may collect defective items, including, but not limited to, bulk items, and return them to Supplier in larger shipping units. Supplier shall pay a handling fee of EUR 150.00 for each return shipment of defective products. In this respect, Supplier waives the defense of treating consecutive violations of this provision as one violation for the purpose of this provision (Einrede des Fortsetzungszusammenhangs). Supplier shall further bear all rectification costs and other expenses incurred by WASI as a result.
 - (11) Any products marked with the WASI brand which have been legitimately returned or not accepted by WASI must be destroyed by Supplier and may not be sold on to third parties. Each violation of this provision shall be subject to a penalty amounting to twice the value of the goods, but no less than EUR 15,000.00. The defense of treating consecutive violations of this provision as one violation for the purpose of this provision (Einrede des Fortsetzungszusammenhangs) is hereby excluded.

X. Supplier recourse

- (1) WASI may seek legal recourse within a supply chain (supplier recourse in accordance with Secs. 478, 479 BGB) in addition to any claim made by WASI based on any defect in the quality or condition of the goods. WASI's right of recourse includes, but is not limited to, demanding exactly the same remedy (repairs or replacement deliveries) from Supplier that WASI has to provide to its customer in the case in question. However, the above provision is not intended to limit or exclude WASI's right to choose an appropriate remedy (Sec. 439, para. 1, BGB).
- (2) Before WASI recognizes or settles a claim for defects made by a customer (including the reimbursement of expenses in accordance with Secs. 478, para. 3, and 439, para. 2, BGB), WASI shall notify Supplier, provide a brief description of the matter and request a written statement from Supplier. If this statement is not provided within a reasonable period of time and no amicable solution can be found, the compensation, which was actually provided by WASI, shall be deemed owed to the WASI customer. In such a case, Supplier retains the right to provide proof to the contrary.
- (3) Any claims made by WASI under paragraph 1 shall also apply if the goods have already been processed or treated further by WASI or a customer of WASI, e.g. through installation, before being sold on to a consumer.

XI. Product liability and compulsory insurance

- (1) Supplier shall indemnify WASI against any product liability claims made against WASI to the extent the damage incurred is the result of a defect of the goods delivered by Supplier. This provision shall also apply to liability claims resulting from fault or negligence on the part of Supplier. To the extent the cause of the damage falls under the responsibility of Supplier, it is Supplier's responsibility to establish that it is not liable.
- (2) Under the above indemnification provision, Supplier shall bear all costs and expenses incurred by WASI in connection with claims made by third parties including any recall campaigns conducted by WASI. WASI shall notify Supplier in advance of any recall measures, make sure Supplier can assist in the recall and coordinate the efficient execution of the recall with Supplier. However, this is not necessary if the notification and involvement of Supplier is impossible because of the urgency of a recall.
- (3) Supplier shall further be liable for any damage incurred by WASI as a result of reasonable precautions to limit any claims under non-contractual liability, which fall under the responsibility of Supplier (e.g. public advertisements).
- (4) The above provisions shall apply without prejudice to any further legal claims by the parties.
- (5) For the duration of the contractual relationship with WASI, Supplier shall maintain a sufficient product liability insurance policy at its own expense. The fixed insurance coverage must amount to at least EUR 10 million for each personal injury or damage to property claim. Unless agreed otherwise in individual cases, recall risks, the risk of fines or similar damages does not have to be covered by the insurance policy. Upon request, Supplier shall provide the corresponding proof of insurance to WASI.

XII. Limitation periods

- (1) Unless agreed otherwise in the provisions of this section, the parties' claims shall be subject to the statutory limitation periods.
- (2) Notwithstanding the provisions in Section 438, paragraph 1, number 3, BGB, the standard limitation period for claims for defects shall be three years from the passing of risk. This three-year limitation period shall also apply mutatis mutandis to claims based on legal defects, without prejudice to the statutory limitation period governing third parties' proprietary claims for the return of property (Section 438,

paragraph 1, number 1, BGB); claims based on legal defects shall not become statute-barred as long as third parties can still bring claims against WASI on the basis of the right in question.

- (3) The limitation periods contained in the German sale of goods laws including the above extensions shall apply to all contractual claims based on defects to the extent legally permissible. Any non-contractual claims for damages based on a defect are subject to the applicable statutory limitation periods (secs. 195, 199 BGB), unless the applicable German sale of goods laws require longer limitation periods in individual cases.

XIII. Industrial property rights

- (1) Subject to the provisions in paragraph 2, Supplier shall be liable for any infringement of property rights of third parties, caused by the products delivered by Supplier, in countries of the European Union or any other countries where Supplier manufactures products or has products manufactured.
- (2) Supplier shall indemnify WASI against any claims made against WASI by third parties as a result of any infringement of industrial property rights as set out in paragraph 1 and shall compensate WASI for any reasonable expenses incurred in connection with these claims WASI may claim compensation regardless of whether Supplier is responsible for the infringement or not.
- (3) The above provisions shall apply without prejudice to any further legal claims made by WASI on the basis of legal defects in the products supplied to WASI.

XIV. Spare parts

- (1) Supplier shall ensure the availability of spare parts for all products supplied to WASI for a minimum period of eight years after delivery.
- (2) In the event Supplier plans to discontinue the production of spare parts for products supplied to WASI, Supplier shall notify WASI of this discontinuation directly after the decision has been made. Subject to the provisions in paragraph 1, this decision must be made at least twelve months before production is discontinued.

XV. Export controls and customs duties

- (1) Supplier shall inform WASI in writing of any permit requirements for its goods resulting from the applicable German, European (EU), American (USA) export, tariff and trade laws as well as from the export, tariff and trade laws of the country of origin as early as possible before delivery. Supplier shall provide the following information and data:
 - > the export list number as specified in Annex AL of the German Foreign Trade and Payments Ordinance (AWV) or comparable list numbers of applicable export lists;
 - > the Export Control Classification Number (ECCN) of the US Commerce Control List, provided the goods are subject to the US Export Administration Regulations (EAR);
 - > the commodity code (HS/CN code);
 - > the country of origin (trade agreement / non-preferential origin), explanation of the label of origin D = third country / E = EU / F = EFTA; (long-term suppliers' declarations for goods having preferential origin status (EU suppliers) or certificates of origin (non-EU suppliers);
 - > all other information and data required by WASI for the export and import as well as the further distribution and reexport of the goods.
 Supplier shall inform WASI in writing of any changes in the above information and data without delay.
- (2) In the event Supplier breaches its contractual obligations under paragraph 1, Supplier shall bear all expenses and damage incurred as well as all other disadvantages suffered by WASI as a result of this violation (e.g. subsequent claims for foreign import duties, monetary fines). However, this provision shall only apply if supplier is responsible for this breach of duty.

XIV. Compliance

- (1) Supplier shall observe the relevant technical standards (including, but not limited to, DIN standards, VDE regulations, VDI guidelines, DVGW rules) and the applicable legal and statutory regulations on product safety (including, but not limited to, the German Product Safety Act), the internationally accepted minimum labour standards, including, without limitation, all conventions of the International Labour Organization (ILO) on employment rights, working hours, and health & safety, as well as all other applicable legal and official regulations.
- (2) Environmental protection plays an important role in WASI's concept of quality. Supplier shall observe all applicable legal regulations on environmental protection, introduce and maintain an environmental management system in accordance with WASI's corporate ecological guidelines and constantly work on the permanent reduction of any negative effects its activities may have on people and the environment. WASI's corporate ecological guidelines, as in effect at any given time, can be accessed at www.wasi.de.
- (3) Supplier shall neither actively or passively nor directly or indirectly participate in any form of bribery or corruption, human rights violations or the discrimination of its employees, forced labor or child labor. Supplier shall not hire any employees below the minimum age of 15 years. In countries subject to the exception for development countries as specified in ILO Convention 138, the minimum age may be reduced to 14 years.
- (4) Supplier shall make sure that all authorized agents of Supplier who are in any way involved in the manufacturing of the products delivered to WASI observe the obligations contained in the above paragraphs (1) to (3).
- (5) Supplier further warrants that the products to be delivered are in compliance with Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) as well as EU Directive 2011/65/EU ("RoHS Directive) on the restriction of (the use of certain) hazardous substances. All substances contained in the products of Supplier that are not exempted from the obligation to register must be pre-registered or registered upon expiry of the transition periods in accordance with the provisions of the REACH Regulation.
- (6) Suppliers based in a non-EU member state are obliged to appoint an only representative (OR) based inside the EU in accordance with Article 8 of the REACH Regulation whose name and address has to be disclosed to WASI. The OR is responsible for fulfilling all the registration and other REACH obligations of Supplier. Any pre-registration or registration of a substance carried out by the OR shall be communicated to WASI stating the registration number of the substance. Supplier shall notify WASI immediately should the OR change or discontinue its activities.
- (7) Supplier warrants that the products delivered by Supplier do not contain any of the substances on the candidate list referred to in Article 59, paragraphs (1) and (10) of the REACH Regulation. Supplier shall inform WASI immediately in writing should, for whatever reason, the delivered products contain substances on the candidate list; this also applies to additions / amendments to the candidate list. Supplier shall indicate the names of the individual substances and their respective percentage by weight as precisely as possible.
- (8) In case Supplier delivers hazardous substances within the meaning of the German Hazardous Substances Ordinance (GefStoffV) or products that may release such substances during use, Supplier must provide WASI or its service providers with the data required to produce a safety data sheet without being requested to do so.
- (9) Supplier also warrants that the products delivered are in compliance with the requirements specified in Regulation (EC) No. 1272/2008 (CLP). Non-EU suppliers' responsibilities include, but are not limited to, making sure their OR submits the necessary notifications for the products delivered to the Classification & Labeling Inventory in accordance with Articles 39-42 of the CLP Regulation.
- (10) In the event the products delivered to WASI by Supplier are subject to the Construction Products Regulation (EU) No. 305/2011 (CPR), Supplier shall provide

WASI with all information required for the preparation of declarations of performance and/or the declarations of performance prepared by Supplier in a suitable and permanent format and apply the CE mark and/or have the CE mark applied on these products in accordance with statutory requirements, including, but not limited to, the CPR and Art. 30 of Regulation (EC) No. 765/2008. With the application of the CE mark, Supplier warrants the construction product's conformity with the declared performance and the compliance with all applicable legal regulations governing the application of CE marks.

- (11) Supplier shall observe all provisions on conflict minerals contained in Section 1502 of the Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act"). In the event conflict minerals are required for the production or the operation of the products delivered by Supplier, the origin of these conflict minerals must be disclosed. Upon request, Supplier shall provide WASI and its associated companies with the complete documentation of the origin and use of conflict minerals as required by the Dodd-Frank Act without delay.
- (12) In the event Supplier violates one of the above provisions, Supplier shall indemnify both WASI and its associated companies as well as its customers against any costs, claims of third parties (including, without limitation, claims for direct or consequential damages) and any other disadvantages (e.g. fines) resulting from the breach of the above provisions. However, this provision shall only apply if Supplier is responsible for this breach of duty. Further, WASI may, at any time, cancel the order in question with immediate effect and refuse acceptance of the corresponding delivery without incurring any costs. None of the above provisions are intended to limit or exclude WASI's rights to claim damages. Canceling or refusing acceptance of the order does not constitute a waiver of claims for damages.

XV. Applicable law and place of jurisdiction, severability clause

- (1) These conditions of purchase and all legal relationships between WASI and Supplier are subject to the laws of the Federal Republic of Germany under exclusion of all international and supranational (contractual) legal systems including, without limitation, the UN Convention on Contracts for the International Sale of Goods. The legal requirements and effects of the retention of title clause are subject to the laws applicable at the location of the goods to the extent the choice of German law is invalid or ineffective under the applicable national law.
- (2) In the event Supplier is a businessperson within the meaning of Secs. 1 et seq., HGB, a public law entity or a special fund under public law, the exclusive and international place of jurisdiction for all disputes arising out of or in connection with the contract shall be the court of competent jurisdiction in Wuppertal, Germany. WASI does, however, reserve the right to also bring proceedings against Supplier in the courts at the place of performance agreed for individual deliveries and/or at individually agreed places of jurisdiction that take precedence over these standard conditions or at the general place of jurisdiction of Supplier. The above provision shall apply without prejudice to any statutory requirements that take precedence over individual agreements, including, but not limited to, agreements on exclusive jurisdictions.
- (3) In the event that any one or more of the provisions contained in these purchasing conditions shall be or become invalid or unenforceable in any respect, the validity of the remaining provisions shall not be affected thereby. In this case, both contracting parties shall replace any such invalid or unenforceable provision by a valid and enforceable provision, which approximates the purpose of the entirely or partly invalid or unenforceable provision as closely as possible. The same shall apply mutatis mutandis to omissions in these conditions.

As of: August 2017