

Terms of purchase

for Lohmann & Rauscher GmbH & Co. KG, Neuwied

1. General

These terms of purchase shall be contained in every contract with which Lohmann & Rauscher GmbH & Co. KG in Neuwied (further, "Lohmann & Rauscher") commissions supply with goods or services. No further reference to these terms of purchase need be made in future orders.

No terms of delivery contrary to or varying from these terms of purchase and no other restrictions by the supplier or service provider (further referred to together as the "Supplier") shall apply, without these needing to be objected to, unless in a specific case Lohmann & Rauscher expressly agrees to these in writing or in text format.

Entry by the parties into a contract shall not fail merely as a result of conflicting general terms of business.

2. Offer/order/prices

If the Supplier's offer is made on the basis of a request by Lohmann & Rauscher for a quotation, the Supplier must when making the offer comply exactly with the request and shall, where variations have been made, make express reference to the same. In any case, offers and estimates submitted by the Supplier are done so free of charge and do not form the basis of any obligation for Lohmann & Rauscher in any way.

Binding orders can, as a matter of principle, only be in writing (letter, fax, electronic fax, email). The same applies to any changes to orders. Orders placed orally are only valid if Lohmann & Rauscher confirms these in writing.

Orders are to be confirmed by Supplier immediately in writing with an indication of the price and shortest delivery time or delivery time specified by Lohmann & Rauscher if delivery is not within eight days, starting from the day the order was issued by Lohmann & Rauscher.

In all Supplier documents related to the order, the department submitting the order must be indicated along with the name of the employee, the order number, the order date, the cost centre and if applicable the project name.

Prices are deemed to be fixed prices including all incidental costs, in particular packaging, shipping, travel costs, customs duties and insurance unless other agreements are expressly made in writing.

If the Supplier reduces his prices between order and delivery, the prices valid on the day of delivery shall apply.

3. Delivery/service/performance

The deadlines indicated or agreed for the deliveries/provision of services are binding. The deadline for delivery or provision of service starts from the acceptance of the order and is applied retroactively to the date of order. Whether the deadline for delivery or provision of a service is met depends on when the goods are received by Lohmann & Rauscher or by a receiving point indicated by Lohmann & Rauscher or the service provided at Lohmann & Rauscher. If compliance with a deadline is in all likelihood not possible, the reasons and the likely duration of the delay must be communicated by the Supplier in writing immediately. If the Supplier does not communicate this, he cannot invoke the reason for the delay as justification to Lohmann & Rauscher. Should agreed deadlines for deliveries/provision of services not be complied with for reasons for which the Supplier is responsible, Lohmann & Rauscher is entitled to cancel the contract and/or to request damages once it has allowed an appropriate extension to the deadline. The Supplier must reimburse any additional costs that arise as a result of delays to the deliveries/services for which the Supplier is responsible. The acceptance of the delayed delivery/provision of service does not represent a waiver of the right to make other claims.

Unless expressly otherwise agreed in writing, deliveries should be made free of charge to the receiving point indicated by Lohmann & Rauscher. The receiving point is also deemed to be the place of performance.

Unless the means of transport is expressly indicated or agreed, the Supplier must determine the appropriate means of transport according to his best judgement. The Supplier must fulfil the necessary formalities with the freight carrier.

All obligations arising in connection with export clearance, in particular the drawing up of export papers, must be met by the Supplier at his expense. The Supplier is obliged to obtain in due time the necessary import documents for Lohmann & Rauscher (e.g. export licences or preference certificates) at his expense.

In the case of deliveries from countries with which the EU has preferential agreements, Lohmann & Rauscher assumes that the delivery will consist of products of preferential origin. If no such items are delivered, the Supplier must pay the EU customs duties.

Unless expressly agreed otherwise in writing, the Supplier is not entitled to make partial deliveries or excess or under-deliveries. If the Supplier has only made partial deliveries, Lohmann & Rauscher is entitled to cancel the entire contract if Lohmann & Rauscher has, for justified reasons, no interest in partial deliveries performance.

Partial and subsequent deliveries for which the Supplier is responsible must be completed by the Supplier at his own expense and with highest priority, regardless of the invoice value. This is without prejudice to any other claims Lohmann & Rauscher may have.

Unless expressly agreed otherwise in writing, deliveries of goods must be made within the hours set out below. If the goods arrive any later, they can only be unloaded on the next working day. Any costs arising as a result of the failure to comply with the times indicated are to be borne by the Supplier unless Lohmann & Rauscher is responsible for the failure to comply with the times.

- Monday to Thursday: 7am to 3pm
- Friday: 7am to 12pm

Two copies of a delivery note must be included with each shipment. If a shipment is made up of several items, there must be a clear indication of which of the items contains the delivery note.

All shipments which are not able to be accepted due to a failure to comply with these regulations will be stored at the cost and risk of the Supplier. Lohmann & Rauscher is entitled to determine the content and condition of shipments of this type.

A performance of the contractual obligations of the Supplier by third parties requires the prior written consent of Lohmann & Rauscher, including where the third party is a company linked to the Supplier within the meaning of Section 15 of the German Stock Companies Act ("Aktiengesetz").

4. Packaging

At its discretion, Lohmann & Rauscher is entitled to request that the Supplier dispose of the packaging materials in a proper manner and free of charge for Lohmann & Rauscher. The Supplier may only charge for durable packaging (e.g. boxes, bale cords etc.) at the cost price and must credit 3/4 of the value of this if the packaging is returned freight paid within three months and in a usable condition.

In the case of imports from countries against which the EU has imposed restrictions for certain packaging materials (e.g. wood from the USA), delivery must be in suitable packaging that is not affected by this (e.g. plastic pallets).

5. Transfer of risk; transfer of title

Unless expressly agreed otherwise in writing, risk is only transferred to Lohmann & Rauscher on receipt of the delivery/provision of the service.

In principle, title to the delivered goods transfers upon delivery of the goods to Lohmann & Rauscher. Simple reservation of title on the part of the Supplier only becomes part of the contract if Lohmann & Rauscher has expressly agreed to this in writing. Similarly, extended and/or overall reservation of title on the part of the Supplier only applies if Lohmann & Rauscher has expressly agreed to this in writing.

6. Unforeseeable events; force majeure

In the case of unforeseeable events, in particular force majeure, war and acts by sovereign powers, the Supplier must start negotiations with Lohmann & Rauscher about the effect of these on the contractual relationship immediately. In principle no release from the obligation to make the delivery/provide the service takes effect. The enforcement of other rights, in particular those arising from the default in performance, shall not be affected.

Unforeseeable extraordinary events in the sense mentioned above (whereby force majeure includes in particular interruptions of service for which the Supplier is not responsible, unrest and other unavoidable events) release Lohmann & Rauscher from the obligation to accept and/or approve the goods on time for the duration of time that they persist. During events of this type and within two weeks of the end of these, Lohmann & Rauscher is entitled, regardless of other rights, to withdraw from the contract in full or in part at its own discretion if these events persist for more than 30 days and if, as a result, Lohmann & Rauscher's need has fallen by over 25% of the requirement specified in the relevant order with the Supplier, specifically as a result of the necessary procurement from other sources in the meantime.

The above regulations also apply in the case of employment disputes.

7. Quality; warranty; liability

In terms of quality, quantity, dimensional tolerance and other specifications of the goods delivered and services provided must meet the statutory and agreed regulations, in particular regarding compliance with the standards referred to, conformity with test, samples and other documents and information provided to Lohmann & Rauscher such as photocopies, drawings, dimension and weight measurements and freedom from the rights and commercial property rights of third parties, as well as individually agreed performance undertakings.

In particular, the Supplier is responsible for ensuring that within the scope of the contract the relevant laws, ordinances, technical standards and professional conduct standards on health, safety and environmental protection, in particular those relating to technical, medical and social occupational safety or health and safety at work, accident prevention regulations, all business protection and fire prevention provisions, environmental standards, in particular emissions, soil and/or water protection regulations, facilities and activity-specific standards, all relevant EU regulations (e.g. the REACH Regulation (EC) No. 1907/2006, the Medical Device Directive 93/42/EEC), all DIN, ISO and EN regulations, VDI [Association of German Engineers], VDE [German Electro technology Association] and VDS [German Association of Property Insurers] provisions, manufacturer's instructions and all regulations of professional associations as amended (further, "HSE regulations") are complied with and compliance with the HSE regulations is also ensured among employees, sub-contractors and all persons who work for the Supplier. If a Supplier repeatedly infringes the above provisions and/or does this despite having been specifically notified by Lohmann & Rauscher and does not provide evidence that the infringement has been remedied as far as possible and appropriate precautions have been taken to avoid infringements of this type in the future, Lohmann & Rauscher reserves the right to revoke existing contracts or terminate them without notice.

If there is a default in performance Lohmann & Rauscher may, taking into account what is reasonable, opt for a remedy or replacement delivery or to have the defective delivery/service taken back in return for the reimbursement of the price, a price reduction, compensation and/or rescission or reimbursement of futile expenses.

Warranty claims and other claims, in particular those for a default in performance, are to be made in accordance with the relevant legal regulations unless otherwise agreed in these terms of purchase.

If claims are made against Lohmann & Rauscher on the basis of product liability issues, the Supplier is obliged to indemnify Lohmann & Rauscher against claims of this type where and to the extent the loss or damage was caused by a defect in the contractual item delivered by the Supplier. Where liability depends on culpability, this only applies if the Supplier is at fault. If the cause of the loss or damage

is within the Supplier's area of responsibility, he bears the burden of proving a general absence of fault.

8. Returns; refusal of (counter-)performance

In principle, returns are possible, provided they are not unreasonable for the Supplier based on the circumstances of the individual case. This also applies in the case of custom-made products and packages that have been opened.

If the Supplier ceases his deliveries/services or insolvency proceedings are started against his assets or the application to start insolvency proceedings is rejected due to a lack of assets, Lohmann & Rauscher is entitled, at its discretion, to refuse to make the payment to be made by Lohmann & Rauscher for the part of the delivery/service which has not been completed until the Supplier effects or secures the delivery/service to be provided; this also applies where advance payment was agreed by Lohmann & Rauscher.

9. Invoices; payments

Invoices are to be sent to Lohmann & Rauscher immediately. Invoices must meet the legal requirements, in particular in terms of how VAT is shown and the VAT identification number.

Unless expressly agreed otherwise, payments by Lohmann & Rauscher are made within 14 days of receipt of the invoice or the goods, whichever is the later, with a 3% discount. Unless expressly agreed otherwise, the net payment term shall be 30 days, also calculated from the date of receipt of the invoice or the goods.

Lohmann & Rauscher reserves the right to retain payment in full or in part at its discretion in the case of a default in performance until such default in performance has been remedied. Payments are not deemed to be a confirmation of the correctness of a delivery/service.

10. Assignment and set-off

The Supplier is not entitled to assign his claims against Lohmann & Rauscher or to allow these to be collected by a third party without the prior written consent of Lohmann & Rauscher. Consent from Lohmann & Rauscher is deemed granted if the Supplier has, pursuant to Clause 5, agreed extended reservation of title with his Supplier in the ordinary course of business.

The Supplier can only set-off against undisputed claims or those that are the subject of a final, non-appealable court order. This also applies to the claiming of rights of retention.

Lohmann & Rauscher is entitled to transfer rights and obligations arising from the contractual relationship with the Supplier to an affiliated company within the meaning of Section 15 of the German Stock Companies Act ("Aktiengesetz").

11. Confidentiality; ownership of means of production and material

The Supplier must treat as business secrets the commercial and technical details, the request, the order and work relating to this of which it becomes aware in connection with the business relationship, and must treat these as confidential. This also applies for the time after the performance of its respective contractual obligations. The Supplier must place its employees and sub-contractors under the same obligations accordingly.

Drawings, models, tools, samples, matrices and other means of production which are provided to the Supplier by Lohmann & Rauscher for the performance of the order or are made by the Supplier at the request of Lohmann & Rauscher are the property of Lohmann & Rauscher and may not be used for other commercial purposes, duplicated, sold, assigned or made accessible to third parties in any other way by the Supplier without the prior written consent of Lohmann & Rauscher. The means of production shall be stored by the Supplier free of charge to Lohmann & Rauscher, insured as third party property and immediately returned to Lohmann & Rauscher at the end of the business relationship on request properly packaged and in proper condition. Sub-contractors are to be obliged to do this accordingly.

Materials provided by Lohmann & Rauscher remain the property of Lohmann & Rauscher. They may only be used as intended. The processing and assembly of materials of this type is carried out for Lohmann & Rauscher. Lohmann & Rauscher becomes joint owner of products manufactured by using materials owned by Lohmann & Rauscher, pro rata to the value of such materials as a proportion of the value of the whole product. Supplier shall store such co-owned products with the care of a prudent businessman.

12. Intellectual property rights

Where legally permissible, Lohmann & Rauscher should be able to dispose of the rights that the Supplier has as a copyright holder in place of the Supplier. When they are created or processed, all usage and exploitation rights, commercial property rights, legal positions similar to property rights and the ownership of all work results arising within the scope of the order becomes the property of Lohmann & Rauscher. They are due exclusively and irrevocably to Lohmann & Rauscher without further remuneration with no restrictions in terms of geography, time or content, and can be freely transferred to others by Lohmann & Rauscher without the consent of the Supplier. In particular, Lohmann & Rauscher has the right to process, adapt or change the work results, grant sub-licences and register the work results for commercial property rights without the consent of the Supplier. Works created by the Supplier, his employees or his sub-contractors within the scope of an order which was specifically made or commissioned by Lohmann & Rauscher are deemed "work made for hire". The rights of the Supplier to be credited by name in relation to the products are excluded unless otherwise agreed in writing.

If the work results infringe the intellectual property rights of third parties and Lohmann & Rauscher is therefore unable to use the work results in full or in part, the Supplier will, at his own expense, carry out one of the following at Lohmann & Rauscher's discretion: (i) obtain the right for Lohmann & Rauscher to use the work results or (ii) make the work results free from third parties' intellectual property rights or (iii) replace the work results with other equivalent goods and/or services, as applicable, which do not infringe any property rights or (iv) reimburse the consideration paid by Lohmann & Rauscher for the work results and refund the expenses and loss or damage associated with this; the above obligation as to the reimbursement of expenses and damages only applies if the Supplier is responsible for the infringement of property rights or has given a fitness-for-purpose guarantee for the freedom of the purchased item from legal defects. This is without prejudice to any warranty claims of Lohmann & Rauscher.

In particular, Lohmann & Rauscher reserves all relevant intellectual property rights, especially patents and copyrights associated with illustrations, drawings, calculations and other documents produced by Lohmann & Rauscher. The documents may be used exclusively for the purposes of deliveries/services on the basis of the contractual relationship in question, and must be returned to Lohmann & Rauscher immediately upon request.

13. Data processing

Lohmann & Rauscher is entitled to process data in relation to the Supplier in line with the applicable data protection regulations, in particular without limitation the EU General Data Protection Regulation and/or the Bundesdatenschutzgesetz [Federal Data Protection Act] as amended from time to time. The according data privacy statement can be found on the internet at www.lohmann-rauscher.de and/or will be transmitted by email or mail on request.

14. Compliance, sustainability in the supply chain

The Supplier is obliged to organise its business activities with Lohmann & Rauscher in accordance with the human rights and environmental expectations of Lohmann & Rauscher as defined in

the Declaration of Principles on the Human Rights Strategy and the Code of Conduct for Business Partners of the Lohmann & Rauscher Group, which can be viewed on the homepage. The Supplier warrants that it has issued instructions to its employees to prevent and stop behaviour that violates this Declaration of Principles or the Code of Conduct or jeopardises compliance with or implementation thereof.

The Supplier undertakes to pass on the risks and expectations regarding human rights and environmental issues identified by Lohmann & Rauscher and communicated by the Declaration of Principles and the Code of Conduct to its respective contractual partners who are commissioned to manufacture or supply the products. The Supplier shall ensure that the human rights and environmental obligations set out in the Declaration of Principles and the Code of Conduct are complied with by its respective subcontractors.

The Supplier shall indemnify Lohmann & Rauscher and its affiliated companies and hold them harmless from any damages, claims by third parties, fines or losses resulting from violations of the obligations described in the Declaration of Principles or the Code of Conduct, unless the Supplier proves that it is not responsible for the violation.

The Supplier grants Lohmann & Rauscher the right to evaluate, inspect and audit the documentation relevant to the contractual relationship with regard to compliance with the regulations set out in the Declaration of Principles and the Code of Conduct.

If the Supplier is found to be in breach of the regulations set out in the Declaration of Principles or the Code of Conduct, the Supplier must immediately take all measures to put an end to the breach. If the Supplier fails to implement remedial measures within a reasonable period of time or if there are serious violations of human rights or environmental law, Lohmann & Rauscher reserves the right to withdraw from contracts or to terminate them with immediate effect.

15. Place of jurisdiction; applicable law

In the course of commercial relations and/or business the courts at D-56567 Neuwied shall have exclusive jurisdiction over all disputes arising directly or indirectly out of the contractual relationship. However, Lohmann & Rauscher is also entitled to bring a claim against the Supplier at its domicile or business headquarters.

The legal relations between Lohmann & Rauscher and the Supplier shall be governed exclusively by German law. Provisions that could cause them to be governed by a different legal system, in particular the provisions of international private law, are hereby explicitly excluded. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (UN sale of goods law) are also explicitly excluded.

16. Law on alternative dispute resolution for consumer disputes

We do not intend and we are not obliged to take part in any alternative dispute resolution procedure offered by any alternative dispute resolution entity for consumer disputes.

17. Severance clause

Should individual sections of these terms of purchase be void, this shall not affect the validity of the remaining sections of these terms of purchase.

Lohmann & Rauscher GmbH & Co. KG
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