

General Purchasing Conditions of Viscom AG as of February 2019

1. Scope of Validity

(1) These Purchasing Conditions of Viscom AG ("Viscom") apply only to businesspersons as defined in § 14 BGB, legal persons under public law and public-law special funds that provide performances contracted by Viscom ("Vendor"). They are in force for the entire duration of the business relationship, even if no explicit reference is made to them in future contracts and especially, even if Viscom orders products for the first time and expresses the intent to also acquire products in the future thereby.

(2) Products are all the contractually obligated main performances, the type and scope of which arise from the respective order by Viscom.

(3) These Purchasing Conditions apply exclusively; Viscom does not recognize other conditions of the Vendor that are contrary to or deviate from these Purchasing Conditions.

2. Order Form, Order Confirmation, Provisos

(1) Orders from Viscom are in text form.

(2) Within the context of a long-term supply relationship, Viscom waives receipt of a statement of acceptance. Viscom is bound to the order for three workdays after it has been received. Workdays are Monday through Friday.

3. Changes by Viscom

When reasonable for the Vendor, Viscom is entitled to change a product's delivery date even after the contract has been concluded. For these changes, the effects on both sides, especially cost increases or decreases, will be appropriately taken into account.

4. Shipping, INCOTERMS

(1) Unless agreed otherwise, deliveries and services are to be effected DDP INCOTERMS®2010 to the destination specified by Viscom.

(2) Deliveries of goods and corresponding delivery papers must contain the Viscom order number, so products can be explicitly identified and assigned to the Viscom order number.

5. Incoming Goods Test, Acceptance

(1) An incoming goods test conducted by Viscom is restricted to the examination of whether the delivered piece count agrees with the respective amount, of whether the products exhibit any apparent externally transport damage and of whether the delivered products agree with the order. Viscom will report these types of defect within ten days after the goods have been received. A complaint period of ten workdays after their discovery applies to all other apparent and/or concealed defects. Viscom is not subject to any additional obligations regarding other complaints or inspection.

(2) The incoming goods test does not constitute an acceptance.

(3) After receiving a notice of defects, the Vendor is obliged to provide a response in the form of an 8D report without delay. The 8D report is then to be conveyed within a reasonable period as set by Viscom.

6. Delays Foreign Trade Law

(1) Imminent delays in deliveries and services are to be reported in written form without delay.

(2) Should Viscom discover circumstances that would warrant assumption of an existing or future violation of foreign trade law, Viscom will be granted a mutually reasonable period for further assessment. During the duration of this assessment period, any occurrence of

delay in acceptance is mutually excluded. If the assessment establishes that the conclusion and/or fulfillment of an individual contract would constitute a violation of foreign trade law, Viscom is exempted from the performance. In this case, Viscom is also entitled to withdraw from individual contracts after declaration of such intent to the Vendor, or to return any goods to the Vendor or to settle them as partial performance of different orders. In the event of a withdrawal, return of Vendor performances will be commensurate with return of any compensatory measures already rendered by Viscom for Vendor performances.

7. Quantity Deviations and Early Deliveries

Over-, partial and under-deliveries and adjustments to the packing units will only be accepted after prior express agreement by Viscom. Costs accruing from storage of over-deliveries are charged to the Vendor; the same applies to early deliveries.

8. Invoicing, Payment

(1) The Vendor will ensure the Viscom order number is entered in the order confirmations, delivery receipts, shipping papers, invoices and all other correspondence. The Vendor bears sole responsibility for all consequences arising from any culpable failure in fulfilling this obligation.

(2) Prepayments by Viscom are contingent upon receipt of the goods.

(3) Unless otherwise agreed, payments by Viscom are discounted by 2 percent when made within 14 days after receipt of invoice, or strictly net no later than 30 days after receipt of invoice. If payment is delayed, the rate for delay interest is 9 percentage points higher than the base interest rate, yet is contingent upon evidence indicating a higher damage to the Vendor by the delay.

9. Product Alterations by the Vendor

(1) If the Vendor alters the production process after the initial order by Viscom, including composition or raw material of the product, the Vendor will duly inform Viscom to ensure Viscom is able to conduct a re-qualification test or in any event, at least before the alteration takes effect. Should the above-stated alterations change the product's form, precise fit or specifications, the above-stated report to Viscom must be submitted in text form within a reasonable period of at least six months before the planned alteration.

(2) Determination of the reasonableness of the period set forth in Article 10 (1) will take into account that Viscom is entitled to place a final order for the modified product to cover planned need.

10. Quality Management, Right to an Audit

(1) The Vendor is obliged to maintain quality assurance management system that fulfills the requirements set by DIN EN ISO 9001:2015 ff. at the least.

(2) The Vendor grants Viscom leave to conduct quality audits together with the certification company acting on its behalf at the Vendor's location during typical operating hours after prior reasonable notice. Access to examine confidential documents is at the Vendor's discretion.

11. Warranty

(1) Since they must comply with respectively applicable worldwide legal provisions, standards and guidelines, the Vendor warrants that all delivered products meet the state-of-the-art level of science and technology. Further, the Vendor warrants that all delivered products are free from material or quality defects as established by § 434 BGB,

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Deutsche Bank: IBAN DE78 2507 0070 0031 9293 00, BIC DEUTDE2HXXX

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fulfill Viscom's requirements as stated in the order and are suitable for their respective intended use.

(2) In urgent cases or for minor defects, the duty to mitigate damage permits Viscom to either perform the sorting and/or rectification itself or commission a third to do so without restricting Viscom from undertaking the further legal actions granted by the warranty, as long as a deadline for rectification set by Viscom expires without success or if imposition of such a deadline is superfluous because the Vendor seriously and finally rejects subsequent performance, or other circumstances which justify the immediate assertion of the damage claims under due consideration of mutual interests exist, unless the Vendor substantiates its exemption from liability for the defect and the lack of timely rectification. In such an event, Viscom is entitled to charge its costs arising from rectifying the defects on its own to the Vendor.

(3) After expiration of a reasonable deadline for the subsequent performance and/or its failure set by Viscom without success, Viscom is entitled to all its legal rights.

(4) To simplify subsequent deliveries as part of a serial delivery, the parties can agree that instead of a subsequent delivery according to §§ 437, 439 para. 1 BGB, Viscom will receive a credit in the amount of the costs of the subsequent delivery from the Vendor. Further claims per §§ 437, 439 para. 2 BGB remain unaffected thereby.

(5) The warranty period for material defects after transfer of risks is 36 months. The warranty period for repaired or newly delivered parts begins at the end of the repair or, if a re-acceptance is agreed to, starts again at the new acceptance.

12. Insurance

(1) Regardless of any further claims for damage, the Vendor is obliged to conclude a business and product liability insurance policy of a commensurate amount.

(2) The Vendor is further obliged to insure the provisions, tools and property belonging to Viscom as described in Clause 15 against damage due to fire, water and theft, at original value at its own expense.

13. Proprietary Rights

(1) The Vendor bears responsibility to ensure those products and/or performances it delivers are free of defects in quality or title, insofar as any infringements do not involve Viscom specifications. The warranty period for defects of title after transfer of risks is 36 months.

(2) The Vendor will inform Viscom of any defects of title without delay.

(3) In the event claims due to an infringement of proprietary rights are asserted against Viscom or a Viscom customer, Viscom is entitled to claim indemnity from the costs accruing thereby from the Vendor, if and to the extent the costs are caused by the Vendor's deliveries, unless the Vendor can substantiate its absence of responsibility for the breach of duty.

(4) If it is demanded by Viscom, the Vendor is permitted to fulfill the right to indemnification in accord with Clause (3) above, in that (i) the Vendor will obtain a right of use favoring Viscom and its customers from the person(s) authorized to grant right of disposal or (ii), the infringing parts changed or were exchanged, or no further violation exists.

(5) Viscom is also entitled to the rights described in Clause 11.

14. Provisions

(1) Provided materials remain Viscom property and are to be stored separately free of charge, marked and handled as Viscom property and be adequately insured, particularly against accidental deterioration and perishing. Their use is only permitted for orders from Viscom. In case of culpable loss of value, the Vendor will provide compensation. This applies also the transfer of material allocated to the order.

(2) As the principle, materials are regularly processed or restructured so Viscom is direct owner of the new or restructured object. In the exceptional instances that Viscom is not the manufacturer, Viscom and the Vendor have already agreed that Viscom is direct owner of the new object. The Vendor will store the new object for Viscom at no cost with the attention of a diligent businessman.

15. Tools

(1) Any tools, forms, samples, models, profiles, drawings, standard sheets, printing proofs, measuring devices, etc., supplied by Viscom, as applies equally to the manufactured objects, must neither be passed on to third parties nor used by others for other than the contractual purpose. They are to be safeguarded against unauthorized inspection or use. Subject to any further rights, Viscom is entitled to demand their return if the Vendor fails to fulfill this obligation.

(2) The Vendor is obliged to deliver an annual account by December 31 at the latest of the provisions, tools and other Viscom property present at the Vendor's location at the closing date.

(3) Viscom is entitled to perform the accounting itself at the Vendor's location (including payment) or to have it performed.

16. Special Terms for Work or Service Performances

(1) If the Vendor renders work and service performances for Viscom, Clause 16 takes priority over the remaining terms of these Purchasing Conditions.

(2) The concrete order modalities are agreed to based on an offer submitted by the Vendor and an order submitted by Viscom, in text form ("Contract").

(3) When reasonable for the Vendor after Viscom's interests are taken into account, Viscom is entitled to change the scope of delivery even after the contract has been concluded. For these changes, the effects on both sides, especially cost increases or decreases and the agreed schedules, will be appropriately taken into account.

17.1 Performance of Services

(1) The Vendor undertakes to carry out the order independently and completely with the requisite diligence, while taking into account the recognized rules of technology. This applies equally to any of its own employees the Vendor deploys thereby.

(2) The Vendor will ensure all relevant, applicable technical standards and legal regulations (e.g., BetrSichVO) are maintained when performing the work ordered by Viscom. The Vendor will undertake investments necessary to carry out the contract (e.g., reports to or approvals from authorities, acquisition of the required knowledge and certificates, etc.) on its own accord and at its own cost.

17.2 Scheduling

- (1) The schedule specified in the order is binding.
- (2) The Vendor is obliged to inform Viscom without delay if circumstances as a result of which the agreed schedule may not be complied with arise or are detected by the Supplier.
- (3) The Vendor is only permitted to invoke the absence of necessary duties of cooperation to have been provided by Viscom if they have been pointed out previously and were not performed within a reasonable period.

17.3 Remuneration

- (1) The Vendor will be remunerated in the amount and by the due date agreed within the scope of the respective contract.
- (2) All payments by Viscom are remitted only to the Vendor. In order to be effective, any assignment of rights and claims against Viscom is subject to express approval by Viscom. The Vendor is only entitled to assert offsets against Viscom if said claim has been legally established or been recognized by Viscom.

17.4 Compliance with the Minimum Wage Law (MiLoG)

If claims arising from a breach of the MiLoG or any other tax, social or labour provisions by the Vendor are asserted against Viscom, the Vendor assumes sole liability to the full extent of Viscom's obligations as co-guarantor. However, this does not apply if and to the extent that Viscom acts with intent or gross negligence. The Vendor also assumes liability for breaches of existing legal determinations by any subcontractors to the Vendor, or by their subcontractors.

17.5 Place of Fulfillment

Unless stated otherwise in the order, the dispatch address or user location required by Viscom is the place of fulfillment.

18. Naming as Reference

The Vendor will maintain confidentiality regarding the supplier relationship and is only permitted to refer to commercial associations with Viscom in any publications, e.g., advertising materials and reference lists, after prior written consent from Viscom.

19. Social Responsibility, Environmental Protection and Quality

- (1) To promote honest and ethical conduct, Viscom has drawn up its own Corporate Compliance. For Viscom, it is essential for the Vendor to commit to compliance with this code of conduct to Viscom. If subcontracting is commissioned, the Vendor will oblige all consultants, subcontractors, suppliers or other thirds engaged in fulfillment of the contract or participating in the supply chain to heed the contents of this code of conduct or equivalent conduct guidelines.
- (2) The Vendor undertakes to comply with substance prohibitions and restrictions according to the applicable legal determinations, particularly EC Guideline 76/769/EWG, § 17ChemG, the ChemVerbV (Chemical Prohibition Regulation) and Annex IV of the GefStoffV (Hazardous Materials Regulation).

20. Place of Jurisdiction and Governing Law

- (1) If the Vendor is an enterprise, a legal entity or a special public fund, the exclusive place of jurisdiction for all conflicts arising directly or indirectly from the contractual relationship is Viscom's location. Nonetheless, Viscom is entitled to bring actions at the Vendor's location.
- (2) The contracts that have been or will be concluded on the basis of these Purchasing Conditions and the interpretation of these Purchasing Conditions are subject to German law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CSIG) and the provisions of the IPR, which refer to the CSIG.

21. Severability Clause

Should an individual provision of any contract concluded on the basis of these Purchasing Conditions be or become legally invalid, the remaining provisions of the contract are still binding. However, this does not apply if compliance with contractual terms would pose unreasonable hardships to either party.