

General Terms and Conditions of Purchase

For THIMM Group - THIMM Verpackung - THIMM Verpackung Süd -
THIMM Packaging Systems - THIMM Display - THIMM Display Service

§ 1 Scope

1. The following General Terms and Conditions of Purchase for THIMM apply to all agreements made between THIMM and suppliers as regards the delivery of goods, insofar as the supplier is a merchant as defined in § 14 of the German Civil Code, a legal person under public law or a special public asset as defined in § 310 para. 1 of the German Civil Code.
2. All orders placed by THIMM are to be carried out exclusively in accordance with the provisions of these General Terms and Conditions of Purchase. THIMM does not recognise any deviating conditions set by the supplier (seller), nor shall it be bound by such conditions. The THIMM General Terms and Conditions of Purchase can be viewed at www.thimm.de at any time, and may also be printed or saved from that location.

§ 2 Code of Conduct

THIMM has the aspiration of being an independent and responsible family-owned business. THIMM has therefore committed itself to complying with a code of conduct which can be viewed online at all times at www.thimm.de and can be printed out from there.

THIMM expects its suppliers to comply with the principles stated in this code of conduct as an essential and legally-binding contractual obligation and also demands this from its direct suppliers and service providers.

§ 3 Conclusion of the Agreement

1. Purchase orders shall only become effective if explicitly placed by THIMM.
2. The technical specifications stated in THIMM's purchase order as well as the characteristics of the contractual item according to the technical

descriptions shall be binding upon the supplier. The operation of our management systems according to DIN ISO 14001 and 50001 (in the currently valid version) requires us to give priority to energy-efficient and environmentally friendly solutions. Due to this circumstance, we would like to ask you to list the rated output and the efficiency at full and part-load operation in your offers. Furthermore, we expect compliance with the highest possible efficiency requirement of the requested product for the submission of tenders.

3. The information provided by the supplier in safety data sheets, product data sheets, declarations of no objections or specifications shall be deemed warranted properties of the goods.
4. In case of purchase orders for printed matters, die plates, printing plates and stamps, corrections or proof printings shall be submitted to THIMM in appropriate numbers for approval prior to starting production.
5. The supplier commits, when accessing the production and administration premises, to comply with the valid safety provisions. These safety provisions can be viewed at any time at www.thimm.de or can be made available by THIMM.

§ 4 Delivery

1. Any agreed dates or deadlines are binding. The timeliness of deliveries shall be judged based on the date at which it is received at the location defined by the ordering party. Should the supplier determine that adherence to an agreed date or deadline will not be possible, it shall inform THIMM of the situation immediately, specifying the anticipated length of the delay, and the reasons for its occurrence.
2. Should the supplier be delayed in contract fulfilment, THIMM is entitled to enforce its statutory rights, especially in cases where the legal prerequisites are met for a claim to

compensation for damages resulting from a delay.

3. Cases of force majeure, strikes, riots, measures by authorities, as well as other material, unforeseeable and serious circumstances exempt the contracting parties from their obligations throughout the term of the disturbance.

The contracting parties undertake to inform the other party immediately about the start and the end of such circumstances.

If, due to such circumstances, the delivery is delayed by more than one month, either party is authorized to withdraw from the agreement with regard to the part of the agreement affected by the delayed delivery.

4. Goods are to be dispatched at the risk of the supplier. The supplier assumes any and all risk of deterioration of the goods, including accidental loss, until the goods have been delivered at the place of receipt or use defined by THIMM.

5. Unless otherwise agreed, dispatch and packaging costs shall be at the supplier's expense. Delivery and dispatch are carried out in accordance with Incoterms 2010, Clause DAP to the address specified by THIMM.

Additional costs for shipment by express required for the compliance with a set delivery date shall be borne by the supplier.

6. Shipping notes indicating the content as well as the entire purchase order shall be attached to each supply. The buyer is to be informed immediately about the dispatch of goods stating the above information.

7. In case of shipment on euro-pallets, only actually returnable pallets shall be used. Shipments on non-returnable and special pallets require our prior consent, unless they are required for technical reasons. The supplier will be charged with at-cost prices for damaged euro-pallets. Insufficient deliveries are generally excluded. Excessive deliveries are to be mutually consented.

8. Ownership of the delivered goods passes to THIMM once THIMM has provided payment in full. This is to the express exclusion of any supplier rights to prolonged or extended retention of title.

§ 5

Billing and Payment

1. Invoices shall correspond to the purchase order regarding the order of items and prices including item numbers and cost centre.
2. Unless otherwise agreed in an individual case, payments shall be effected within 14 days less 3 % cash discount or within 30 days net.
3. The term of payment commences upon accomplishment of the delivery and receipt of the invoice made out duly. Cash discounts are also permissible, if the buyer offsets or retains a reasonable amount due to defects. Payments shall not be deemed an acknowledgement of supplies with regard to quality, faultlessness and quantity.
4. Without prior consent of the buyer, which shall not be rejected unduly, the supplier is not authorized to assign its non-cash claims or have them collected by third parties. Section 354 a HGB (German commercial code) shall apply to claims for money.
5. THIMM is entitled to all statutory offsetting and retention rights to the fullest extent of the law.

§ 6

Quality Management

1. The supplier undertakes to monitor the quality of its goods and services regularly. Before each delivery, the supplier shall ensure that the items to be delivered are free from defects and fulfil the agreed technical requirements.
2. The supplier shall afford THIMM opportunities at reasonable intervals to ascertain that the above-mentioned quality management measures have been implemented, and to carry out supplier audits. To this end, the supplier shall grant THIMM access to its premises to a reasonable extent on a pre-arranged date, and shall supply THIMM with the assistance of a professionally qualified staff member during its visit. Such a visit shall

include, in particular, the Managerial, Administrative, Production, Quality Assurance, Storage and Transportation, Quality Management, and Environmental Management departments.

§ 7
Material Defects

1. The buyer shall inform the supplier within 10 business days in writing about any defects detected in the course of ordinary operations.
2. The limitation period on claims for defects shall be 36 months from the date of risk transfer, insofar as no other agreement has been made.

Third parties' rights to assert claims for defects shall become statute-barred at the earliest 2 months after the elimination of the defect at the third party. This suspension of expiry of prescription shall terminate at latest 5 years after delivery to the buyer.

3. In case of delivery of defective goods prior to or upon passing of risk or in case of defects occurring during the warranty period, the supplier shall at its own expense and at the buyer's choice either eliminate the defect or deliver new faultless goods.
4. If the supplier fails to comply with the obligation of subsequent performance or fails to fulfil it within a reasonable period of time, THIMM may withdraw from the contract without granting a further period and return the goods at the buyer's risk and expense.

In urgent cases, THIMM may remedy the defect itself or have it remedied by a third party, upon consultation with the supplier. The supplier shall bear the costs for such measures. THIMM may make covering purchases at the supplier's expense, upon consultation with the supplier.

5. At the supplier's request and at its expense, THIMM shall immediately make available the goods that prompted such claims.
6. The supplier shall ensure that its products meet the generally accepted technology guidelines (minimum standard: DIN regulations). Moreover, it undertakes to uphold all applicable laws and regulations, regulatory and technical requirements, and professional association accident-prevention guidelines when providing

its services, and indemnify THIMM from any third-party claims related to injuries due to violation of these regulations on the part of the supplier.

7. Unless otherwise agreed in the above provisions, the consequences resulting from defective supplies shall be governed by legal regulations.

§ 8
Liability of the Supplier

1. Insofar as nothing to the contrary has been agreed upon individually or in accordance with the provisions below, statutory provisions apply with regard to supplier liability.
2. Should any third party exercise a claim for damages against THIMM due to product damage for which the supplier is responsible, the supplier shall immediately, upon first request, indemnify THIMM against any third-party claims, including the expenses necessary for defending itself against such claims, if the supplier has determined that the cause lies within its sphere of influence and organization.
3. Should THIMM need to conduct a recall as a result of a product liability, the supplier is responsible for reimbursing THIMM for any expenses resulting from or in connection with this recall if the supplier is responsible for the product liability damage in question. Insofar as is possible and feasible in terms of time, THIMM shall report the contents and scope of the recall to the supplier, and give the supplier the opportunity to comment. THIMM's remaining statutory rights remain unaffected.
4. Should a third party claim damages from THIMM as a result of the supplier's delivery having violated that third party's statutory property rights, the supplier shall immediately, upon first request, indemnify THIMM against such claims, and keep THIMM indemnified from any associated expenses THIMM incurs in connection with the third-party claim and its own defence against that claim, unless the supplier did not act culpably. Without the written consent of the supplier, THIMM is not entitled to recognise these third party claims and/or enter into agreements with the third party in connection with such claims. The period of limitation for such an exemption from liability is

36 months, calculated from the date of transfer of risk.

§ 9

Confidentiality, Copyrights, Naming rights

1. Insofar as THIMM has provided the supplier with drawings, drafts, illustrations, calculations, printing plates, samples, tools or similar to use in connection with order processing, THIMM reserves its ownership rights and copyrights to these materials. Such materials or the ideas embodied within them may not be provided to third parties without the express written consent of THIMM. The supplier shall return these materials to THIMM without prompting after the order has been processed, and shall keep them secret from third parties. This also applies to THIMM data, regardless of the carrier medium used. After the order has been processed, such data must either be deleted completely or returned to THIMM.

This is to the express exclusion of the assertion of any rights of retention with regard to such items.

Should the supplier breach these obligations, THIMM is entitled to demand a contractual penalty for each case of culpable infringement, the amount of which shall be set at its own discretion and reviewed by the court of jurisdiction in the event of a dispute. The contractual penalty paid shall be offset against any potential claims for damages above and beyond.

2. The THIMM name or company logo may not appear on a variety of carrier media without THIMM's written consent.
3. Drafts, etc. established by the supplier with regard to THIMM's purchase orders as well as all rights connected therewith shall pass into THIMM's ownership upon payment. This shall also apply to any copy rights, tools, printing plates, etc. manufactured and invoiced in accordance with THIMM's purchase order.

§ 10

REACH Regulation (EC) No. 1907/2006

The supplier shall ensure that its deliveries comply with the provisions of EC Regulation (EC) No. 1907/2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation) in currently valid version. The supplier shall ensure that the substances contained in the products of the supplier are, if required, pre-registered according to the provisions of the REACH regulation or registered after the transition periods, if the substance is not excluded from the registration.

§ 11

Place of Performance, Jurisdiction and Applicable Law

1. Place of performance and exclusive jurisdiction for all deliveries and payments, as well as all disputes in connection therewith shall be THIMM's principal place of business or place of the establishment as chosen by THIMM. THIMM is also entitled to file a claim at the supplier's place of business.
2. The law of the Federal Republic of Germany applies exclusively in its currently applicable version with the exception of conflict rules of international private law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980, as well as other international regulations on sale and service contracts shall not apply.
3. The customer agrees that person-related data given when establishing or maintaining business relations are retained, and in particular saved, by THIMM according to General Data Protection Regulation (GDPR) as well as German Data Protection Act (BDSG). For further information please see www.thimm.de/gdpr
4. On request these general terms and conditions of Purchase will be transmitted to the supplier per email.

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