

General Conditions of Purchase - LAMILUX Heinrich Strunz Group -

I. General

1. These Terms and Conditions shall apply to contracts of the companies LAMILUX Heinrich Strunz Holding GmbH & Co. KG, LAMILUX Heinrich Strunz GmbH, LAMILUX Composites GmbH and LAMILUX Immobilien GmbH, collectively referred to as the "LAMILUX Group", with their suppliers.
2. Unless expressly agreed otherwise in writing, these conditions also apply to ongoing business relationships without a specific need to mention or refer to them, also particularly in the case of call or follow-up orders made verbally or over the telephone. There is also no need to refer to these conditions of purchase again for future orders.
3. The application of any different terms and conditions of business of the opposing party is excluded for this order and all follow-up orders. The validity of such differing conditions is hereby expressly rejected. They are not part of this agreement, even if we do not expressly object to them in correspondence.
4. In accordance with the provisions in the EU General Data Protection Regulation and the German Federal Data Protection Act, the Supplier is NEWLY informed that we collect the Supplier's personal and company-related data that it requires to manage its business relationships with the aid of electronic data processing and use this to manage the business relationships.
5. Our Conditions of Purchase apply to companies only in accordance with Section 14 of the German Civil Code within the meaning of Section 310, Paragraph 1, Clause 1.
6. If the Supplier assigns its payments receivable from us to a third party in contravention of Clause 1 without prior consent, the assignment of payment still takes effect if we pay the third party.

II. Costs for sales quotes and visits

As a general rule, we require a binding sales quote from the Supplier in response to our requests at no charge. We do not offer any payment for visits or for drafting quotes and projects, unless this was expressly agreed with us in writing beforehand.

III. Orders and conformation of orders, proofs of origin

1. The orders placed by us are valid only if they are made in text form and are undersigned by a person authorised to represent LAMILUX. Verbal agreements and those over the telephone require written confirmation from the Purchasing Department to be binding. In the case of orders placed verbally or over the telephone, the orderer is to be named on all papers which refer to such an order. Orders which are placed electronically do not require a signature. All correspondence, in particular order confirmations, delivery notes and invoices, must include our order number (format: 2010-00001).
2. The Supplier must confirm the order in writing within one week at the latest. In the case of orders at short notice, this shall be at least one working day before delivery. The order confirmation must contain all details of the order. Any variations to orders placed by LAMILUX are only regarded as approved if LAMILUX confirms them in writing. We are entitled to cancel at any time or make changes to components of the contract at no extra charge until the written order confirmation is received.
3. On accepting an order, the Supplier undertakes to ensure that customs authorities are able to inspect documentary evidence of origin and supplier declarations. The Supplier also undertakes to provide at no extra charge the information required for this purpose as well as any necessary official certificates (information sheets). If the goods supplied have their origin within the EU, certification is provided by sending a Supplier's declaration in compliance with EC Directive 1207/2001 dated June 11, 2001. If the goods supplied have preferential origin, a EUR 1 movement certificate or a declaration of origin on the invoice will suffice. The Supplier also undertakes to compensate LAMILUX for any losses incurred if the declared origin is not recognised by the relevant authorities.

IV. Delivery period

1. The agreed delivery dates are binding for the supplier, unless expressly agreed otherwise. The specified delivery date is always the date of receipt of goods by us, unless otherwise agreed. If a calendar week is agreed as the delivery date, the last delivery date shall be the Friday of that week or the last working day preceding that Friday, provided that Friday is a public holiday.
2. Events of force majeure, strike, lockout, operational disruptions, as well as other unforeseen events which cannot be averted by us and which make it significantly more difficult for us to accept the ordered goods, in particular sales stagnation, shall give us the right to reasonably extend the acceptance periods or to withdraw from the contract. Reasonable is usually the period of the event plus a period for the disposition of the use of the goods to be delivered. The supplier shall not be entitled to claim damages in this respect.
3. Without prejudice to the legal regulations or the aforementioned agreed provisions, the Supplier is obliged to inform us immediately in writing of any delays in deliveries, stating the reasons and the estimated period of delay.
4. If the delivery time is exceeded, the supplier shall be in default without reminder. Notwithstanding the statutory rights to which we are entitled, we shall be entitled to demand as a contractual penalty 0.2% of the net order amount per working day of culpable failure to meet the deadline, but not more than a total of 5% of the net order amount. If deadlines for partial deliveries have been agreed, we shall be entitled to demand as a contractual penalty 0.2% of the part of the net order sum attributable to the partial delivery per working day of the culpable failure to meet the deadline, but no more than a total of 5% of this part of the net order sum. The total of all contractual penalties shall be limited to a maximum of 5% of the net order amount. The assertion of further claims for damages, in particular costs due to production downtimes, shall remain expressly unaffected by this provision. However, the contractual penalty shall be offset against these.

V. Delivery, delivery note and invoice

1. Place of performance for the delivery is the address listed in the order. The supplier shall not be entitled to make partial deliveries unless these are due to logistical or technical circumstances and have been announced to us in advance or are made with our consent. Over- and under-deliveries are not permitted.
2. Delivery shall be made at the risk and expense of the supplier, unless expressly agreed otherwise in writing. Costs are in particular all ancillary costs of performance, freight, transport, packaging, possible insurance and other ancillary costs. Consignments for which freight-free delivery has not been agreed in principle shall always be shipped by the most favorable route. All additional costs arising from non-compliance with these regulations as well as costs for cartage etc. at the place of dispatch will not be recognized.
3. Deliveries of goods by motor vehicles are accepted only on working days Monday to Thursday in the time from 7.00 a.m. to 12.00 p.m. and 1.00 p.m. to 3.00 p.m., Friday from 7.00 a.m. to 12.00 p.m.. The delivery includes the handing over of proper and complete delivery papers. If these are not available in whole or in part, we are entitled to refuse acceptance until the corresponding papers are available.
4. The freight carrier must report to the incoming goods department at the respective works only. This department is clearly signposted as 'Warenannahme' (incoming goods). The freight carrier is expressly not permitted to enter the works directly and unload unaccompanied. In the event of non-compliance, a lump-sum cost of € 500.00 will be charged to the supplier.
5. If deliveries are requested for a different address to our own, the delivery note is to be sent to the delivery address and a copy to LAMILUX.
6. Invoices are to be sent to rechnungseingang@lamilux.de separately from the shipment.

7. Order confirmations, delivery papers, invoices and credit notes must contain our order number. The invoicing party's tax number is to be included on all invoices and credit notes. The invoice recipient's details must match those on the order. Incomplete or incorrect invoices will be returned to the invoicing party at its expense without being processed.
8. Invoices which are not submitted in correct form (i.e. not error-free, not complete, not in due form or not auditable) are not considered received until we have received a corrected invoice. Collective invoices are not accepted.
9. Insofar as no further requirements are stipulated in our order, the deliveries and services shall be performed in accordance with the latest state of knowledge, technology and science, the relevant legal provisions, the regulations and guidelines of authorities, professional associations and trade associations of the Federal Republic of Germany, the EU and the country of destination. Insofar as EN, DIN, VDE, VDI, DVGW or equivalent standards exist, delivery shall be made in compliance with these. In addition, the delivered item must be suitable for use in accordance with the VOB/C as amended.

VI. Changes in performance (supplements)

1. We are entitled to demand subsequent changes in the procurement of the service within the scope of the business partner's capacity, unless this is unreasonable for the supplier.
2. If the supplier has reservations about the change in performance, he must inform us of these in writing without delay. If we do not share the supplier's concerns, we shall remain responsible for our information and instructions.
3. If the basis of the price for the service provided for in the contract is changed due to changes in the nature of the service, a new price shall be agreed taking into account the additional and reduced costs. The agreement shall take into account any effects of the change in performance on other contractual conditions, in particular on dates/deadlines. This agreement shall be made without delay. If the supplier does not claim any time effects in its offer regarding the changed performance, it shall be assumed that the change is time-neutral.

VII. Prices

4. The agreed prices are fixed prices for delivery to the receiver's address; they apply free of charges for carriage, packaging and duties. Prices which are subject to change are not accepted and are hereby expressly rejected. Claims based on a disturbance of the basis of business shall remain unaffected.
5. If it should be necessary to place orders without a prior agreement on price, the prices for the previous order apply in the case of an ongoing business relationship, unless the price list valid at the time when the Supplier fulfils the order is more favourable for LAMILUX.

VIII. Payment Conditions

1. The place of payment for all orders is Rehau, Germany.
2. Unless otherwise agreed, payments shall be made within 20 days with a 4 % discount or 60 days net, after fault-free, contractually compliant, unobjected to or accepted delivery or service and presentation of a proper, complete, fault-free and auditable invoice.
3. Each payment is made with the reservation of LAMILUX's rights with regard to any possible defects. LAMILUX is entitled to withhold payment completely or in part until any defects are remedied or any other counterclaims arising from the business relationship as a whole have been settled. Payment does not imply acceptance, completion or waiving of liability for defects; this also applies to the delivery receipt when the goods are accepted.

IX. In-production inspection, notification of defects

1. If relevant, the technical supply conditions, the special agreements regarding the purchase of systems, machines and devices and for secondary contract work, control instructions and any quality

control specifications from LAMILUX are an integral part of the contract. Technical specifications are always a binding part of the contract, even without being expressly agreed

2. The supplier shall ensure through its factory inspection that its deliveries comply with our technical delivery conditions and the respective specifications. The supplier is obliged to inspect the service to be provided in accordance with the contract immediately before handover to us to ensure that it fully complies with the contractual requirements, in particular that it is free of defects (outgoing inspection). The result shall be recorded on the day of the inspection. The supplier undertakes to make records of the inspections carried out and to archive all test, measurement and inspection results for ten years. We are entitled to inspect these documents at any time and to request copies.
3. The obligation to inspect the goods and to give notice of obvious defects or deviations in quantity shall in all cases, even if the delivery has previously become our property or has been handed over to the forwarder, carrier or other agent of ours, only commence once proper notification of dispatch has been given and the goods have been received by us. We are only obliged to open the packaging and to examine the goods on a random basis. The following shall have priority: During the inspection, no measures shall be taken which could result in soiling, damage or deterioration of the goods prior to use/processing (e.g. by removing foils). All defects which are not recognizable on the basis of the packaging or which cannot be detected in a random inspection shall be deemed to be hidden defects. The period for giving notice of defects shall be 10 working days from receipt of the goods by us in the case of visible defects and 14 working days from discovery in the case of hidden defects. The deadline for notification of defects shall be deemed to have been met if we have sent the notification of defects within this period.
4. In the case of larger delivery quantities of goods, our examination of the goods shall be limited to meaningful random samples. Defects that are not discovered in the process shall be deemed to be hidden. The same shall apply to packaging of the goods which cannot be opened without damage.
5. If a sample is submitted, the properties of the sample with regard to material and processing shall be deemed to be guaranteed by the supplier for all future deliveries and subsequent deliveries.

X. Liability for defects and warranty and guarantee

1. The supplier guarantees within the scope of the statutory provisions that the delivered goods are free of material and manufacturing defects at the time of the transfer of risk, which significantly reduce the value or the suitability of the goods, as well as that any properties expressly warranted to us in writing. The supplier shall inform himself about the intended purpose and place of use of his product. If there are concerns that his product does not meet the requirements for use or is not suitable for the intended use, place of use and/or the conditions there, the supplier must inform us of this immediately and in writing. If this does not happen and it turns out at a later date that the supplier's product was not suitable, the supplier shall be liable for all costs incurred by us as a result.
2. If defects become apparent before or at the time of the passing of risk or occur during the warranty period, the supplier shall, at its own expense, either remedy the defects or make a replacement delivery at our discretion. These Terms and Conditions of Purchase shall also apply to replacement deliveries. Installation and removal costs are to be borne by the supplier in accordance with § 439 Para. 3 BGB.
3. If we demand the rectification of defects or replacement delivery and if the supplier is in default with the rectification of defects or replacement delivery, we shall be entitled to withdraw from the contract in whole or in part without compensation without setting a grace period. The same shall apply if the supplier finally refuses to remedy the defect or make a replacement delivery or declares himself unable to do so within a reasonable period of time.
4. Without prejudice to our contractual and statutory rights, the following shall apply: if the supplier fails to meet its obligation to remedy the defect - at our option by remedying the defect (subsequent improvement) or by delivering an item free of defects (replacement delivery) - within a reasonable period set by us, we may remedy the defect ourselves and demand reimbursement from the supplier of the expenses required for this purpose or a corresponding advance payment. If subsequent performance by the supplier has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the supplier of such circumstances without undue delay, if possible in advance.

5. All products purchased by us from the supplier are further processed in such a way that they are part of a construction product within the meaning of § 438 para. 1 no. 2 BGB. The warranty period granted by Supplier for contracts with LAMILUX Heinrich Strunz GmbH shall be 5 years and 6 months and shall commence with the passing of risk, unless otherwise agreed.
6. Insofar as a product demonstrably does not become part of a construction product, the warranty period shall be 36 months and shall commence with the transfer of risk, unless otherwise agreed in the individual case.
7. Returned defective goods will be charged to the supplier. The return shipment is at the expense and risk of the supplier
8. The Supplier will expressly provide a warranty for the term specified in No. 5 for its consignments and services starting from the transfer of risk, guaranteeing that, during the warranty period, their goods and services
 - a) will be free of defects of any type
 - b) are perfectly suitable for their designated or agreed purpose
 - c) will feature and maintain the contractually agreed or guaranteed properties
 If the Supplier has envisaged or offered a longer or more extensive warranty, then the Supplier's longer or more extensive warranty applies.
9. In the event of a warranty or guarantee case, we shall in any case be entitled, at our own discretion, to demand a reduction of the remuneration (abatement), withdrawal from the contract, rectification of defects or replacement delivery free of defects, including replacement of the installation and removal costs, provided that the subsequent performance has failed. In addition, we may claim damages in lieu of performance. Our rights and claims arising from culpa in contrahendo, positive breach of contract, tort, etc. shall remain unaffected. If a repair or replacement delivery is made, the above warranty period shall be extended with respect to the entire delivery item by the number of days on which the system or device cannot be used for more than 12 hours in each case. The supplier shall indemnify us against all possible claims arising from the law on liability for defective products.
10. recourse claims on our part against the supplier due to material defects according to §§ 478, 479 BGB remain unaffected. The supplier shall indemnify us against all claims of our customer in respect of warranty. In the case of defects of title, the supplier shall also indemnify us against any existing claims of third parties.
11. If recall or repair service campaigns are launched as a result of problems with the Supplier's delivery items, the Supplier will bear all the costs incurred as a result of the recall or repair service campaigns if the problems are due to reasons under the Supplier's control. This also applies to costs which LAMILUX is invoiced by its customers.
12. The Supplier also guarantees that the goods and services which they supply meet our requirements, feature the agreed properties and are suitable for the contractually required use. In particular, non-regulated construction products subject to the German Building Rules List or the products' characteristics must meet local building law usage list requirements in each and every case. Unless agreed otherwise, German Construction Contract Procedures apply. Particularly important in this respect are general technical approvals and general appraisal certificates regarding fire behaviour, construction product quality, ageing resistance, corrosion protection, heat insulation and noise insulation. The German Institute of Building Technology's (DIBt) current Building Rules List should always be taken as a basis for designs. The delivery items and services should be provided and equipped in such a way that they comply with all applicable statutory and local authority regulations, including those under the German Equipment Safety Act and those regarding environmental protection. They must also meet accident prevention regulations.

XI. Transfer of Risk

The risk of accidental deterioration and perishing of goods is transferred to LAMILUX at the earliest when the unloading of goods or the service is completed at LAMILUX's facilities or at the designated

delivery location. This also applies if LAMILUX bears shipping costs in an individual case or the delivery is ex works.

XII. Business and Product Liability Insurance

The client undertakes to acquire a business and product liability insurance policy with flat-rate coverage of at least 5 million euros for personal injury and damage to property. Notwithstanding Clause 7.9 of the General Liability Insurance Conditions, the policy must also cover injury and damages abroad. The supplier must inform LAMILUX of any exclusions of coverage for the United States and Canada. The insurance policy must include coverage of so-called product liability insurance in line with the German Insurance Association (GDV) Model 2008, including insurance against personal injury and property damage due to failure to provide the agreed characteristics of the supplied item, Clause 4.1, Product Liability Insurance; composition, mixing and processing of the supplied products, Clause 4.1, Product Liability Insurance; further machining and processing, Clause 4.3, Product Liability Insurance ; disassembly and installation costs, Clause 4.4 Product Liability Insurance ; production spoilage due to machines, Clause 4.5, Product Liability Insurance, and a proviso regarding costs for testing and grading, Clause 4.6, Product Liability Insurance. The amount covered for damages according to Clauses 4.2 to 4.6 regarding Product Liability Insurance must also equal at least 5 million euros. Upon request, the Supplier must provide LAMILUX with a suitable certificate of insurance from the insurer.

XIII. Non-disclosure, industrial property rights

1. The supplier is obligated to keep all non-obvious commercial or technical details acquired in connection with the execution of the order or a visit, as well as all drawings, orders and business relations as business secrets and not to disclose them in any way to third parties.
2. The supplier undertakes to contractually oblige all employees and other persons coming into contact with the data to be treated confidentially to maintain secrecy and to provide evidence of this obligation upon request. Employees and other persons or third parties - e.g. subcontractors - who are involved by the Supplier in the execution of the order shall be subject to corresponding confidentiality obligations and shall be instructed with regard to the provisions of the German Trade Secrets Act.
3. The supplier shall be liable for ensuring that the delivery and use of the delivery items does not infringe the property rights of third parties, insofar as he is responsible for this. The supplier undertakes to indemnify us against all possible claims for damages by third parties.
4. Production equipment such as models, samples, dies, tools, gauges, drawings and the like provided to the supplier by us or manufactured by the supplier according to our specifications may not be sold, pledged or otherwise passed on to third parties or used in any way for third parties without our consent. The means of production etc. shall become our property upon acquisition or manufacture by the supplier. The handover shall be replaced by the fact that the supplier shall keep the means of production etc. in safe custody for us free of charge. The supplier shall maintain and repair the production equipment at its own expense and, if necessary, renew it during the agreed service life.
5. All documents, products, parts, etc. handed over to the supplier may not be passed on to third parties without our consent and must - like the means of production - be treated as strictly confidential even after termination of the respective transaction and returned to us upon request or permanently destroyed.
6. For each case of culpable violation of the obligations arising from the provisions on confidentiality, we may demand a penalty. The amount shall be determined by us at our reasonable discretion and shall be reviewed by a competent court in the event of a dispute. We reserve the right to claim further damages and to assert claims for injunctive relief.

XIV. Secrecy and Security of the delivery chain

1. The supplier assures that all necessary measures have been and will be taken to ensure full supply chain security.
2. If the supplier is not an authorized economic operator (AEO/ZWB), he must sign the customs security declaration and take the precautions and comply with the regulations contained therein.

3. The supplier undertakes to have the transport of the goods carried out only by an authorized economic operator (AEO/ZWB) or a transport company signing the customs security declaration. Upon request, the certification of the selected transport company as an authorized economic operator must be proven or the signed security declaration must be presented.

XV. Final Clauses

1. Liens of any kind whatsoever, including entrepreneurial liens, shall not arise. As a matter of principle, we do not recognize any rights of retention of title and other security rights, regardless of their form, content, effect and scope, and hereby expressly object to them. We may use and/or resell the delivered goods without any restriction in the ordinary course of business. This shall not apply if expressly agreed otherwise.
2. We shall be entitled to set-off or to assert rights of retention in respect of all claims to which we are entitled against the supplier. Offsetting with counterclaims or the exercise of a right of retention against claims on our part shall only be permitted if the counterclaim has been acknowledged in writing or has been legally established.
3. German law shall apply to the legal relationship between the supplier and us, but excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the reference provisions of the IPR.
4. If insolvency proceedings or out-of-court composition proceedings are applied for against the assets of the supplier, we shall be entitled to withdraw from the contract for the non-fulfilled part.
5. If the contractual partner is a merchant, the place of jurisdiction shall be Hof. However, we are also entitled, at our discretion, to sue the supplier at the place where a place of jurisdiction is otherwise established according to general regulations.
6. Should individual provisions of these Terms and Conditions or of the respective contract be invalid, this shall not prevent the validity of the remaining provisions. In this case, the parties shall agree on a replacement provision that comes as close as possible to the invalid provision in economic terms.
7. If ancillary agreements or amendments to the contract are agreed after conclusion of the contract, the text form shall be chosen for reasons of evidence.