

Terms of purchase of Otto Krahn Group

consisting of

ALBIS Distribution GmbH & Co. KG, Mühlenhagen 35, 20539 Hamburg, Germany
KRAHN Ceramics GmbH, Grimm 10, 20457 Hamburg, Germany
KRAHN Chemie GmbH, Grimm 10, 20457 Hamburg, Germany
KRAHN Chemie Deutschland GmbH, Grimm 10, 20457 Hamburg, Germany
MOCOM Compounds GmbH & Co. KG, Mühlenhagen 35, 20539 Hamburg, Germany
Otto Krahn (GmbH & Co.) KG, Grimm 10, 20457 Hamburg, Germany
Otto Krahn Corporate Functions GmbH & Co. KG, Mühlenhagen 35, 20539 Hamburg, Germany
Otto Krahn Group GmbH, Mühlenhagen 35, 20539 Hamburg, Germany
Otto Krahn Real Estate GmbH & Co. KG, Mühlenhagen 35, 20539 Hamburg, Germany
WIPAG Deutschland GmbH, Nördliche Grünauer Str. 31, 86633 Neuburg an der Donau, Germany
WIPAG Nord GmbH & Co. KG, Buschstückenstr. 20, 39638 Gardelegen, Germany
WIPAG Süd GmbH & Co. KG, Nördliche Grünauer Str. 31, 86633 Neuburg an der Donau, Germany

Status: October 2020

Preliminary remark:

Insofar as the personal pronoun "we" (including its declinations) is used below, this refers to the individual company of the Otto Krahn Group acting under the relevant contract, as listed above.

Insofar as individual companies of the Otto Krahn Group are explicitly mentioned in the following terms of purchase, the relevant condition shall only apply to contracts with this company.

1. General Business Terms:

These Terms of Purchase are a part of all of our orders and purchases. We do not recognise possible General Terms of Sale of the supplier, even if we do not explicitly object hereto. Deviating agreements in an individual case require our written confirmation. In addition the Incoterms shall apply in the respective newest version.

These terms and conditions shall only apply towards entrepreneurs within the meaning of Section 14 BGB [German Civil Code].

2. Offers

Offers (e.g. purchase orders) are only binding for us if they have been placed in writing or in a text form. Oral arrangements shall only be effective with our written confirmation.

3. Purchase price / maturity

The price shown in the order is binding. The agreed purchase price shall include the costs for delivery, packaging and transport insurance.

Insofar as no deviating agreement is reached in an individual case and is confirmed by us in writing, the payment should as a rule be made within 14 days after the delivery and receipt of the invoice with 3 % cash discount respectively within 30 days pure net.

4. Delivery time

The seller has to strictly adhere to the agreed delivery time. An impending delay is to be reported to us immediately in writing by stating the reasons and the expected duration. This shall also apply to incidents, which for reasons of dates render additional freight costs necessary owing to special tours.

Our acceptance or payment of a delayed delivery without reservation does not represent a waiver of the claims for compensation to which we are entitled owing to the delay.

5. Invoices/payment

Invoices are to be sent to us by separate post or by email (pdf document) when the goods are shipped. The invoices must contain our order number and the order date. Each delivery is to be invoiced separately. The remaining residual quantity must be stated in case of partial deliveries.

Our payment shall not be deemed as a recognition of a service of the seller as per contract.

6. Shipping documents / use of the goods

Dispatch notes are to be sent to us on the day of shipment by stating our order number and the order date. A delivery note is to be enclosed with all goods deliveries by stating our order number.

The type of use of the goods is at our discretion.

7. Passing of risk

The risk shall only pass to us after the goods have been unloaded at the place of destination.

8. Inspection and complaint / warranty / liability

We are entitled to only inspect the goods after delivery at the final place of destination.

Obvious defects are to be reported within two weeks after delivery, hidden defects within one week after discovery.

In case of defects we are entitled to the statutory warranty claims to an unlimited extent. We are entitled to request remedy of the defects or delivery of a faultless object from the seller at our choice. The right to damages, in particular that to damages instead of the performance shall explicitly remain reserved.

The seller shall indemnify us from claims from producer liability as well as owing to the Product Liability Act insofar as the seller or its component supplier caused the product faults which trigger off the liability.

9. Quality assurance

The Seller shall promptly inform us of any changes that affect the suitability of the purchased product to meet the specified requirements prior to its implementation.

The seller is committed to work according to the zero-defect-strategy.

At our request the seller has to prove the quality assurance by a recognised quality assurance system. Deliveries and services for are to be provided in compliance with the principles of the international quality standard DIN EN ISO 9001. In addition, deliveries and services for **MOCOM Compounds GmbH & Co. KG** are to be provided in compliance with the principles of the international quality standard **IATF 16949**.

Deliveries and services must take the statutory and official requirements in the country of the manufacturer and recipient into account.

We are entitled to examine the status of the quality assurance at the seller after prior announcement during the customary operating hours.

10. Legal requirements for chemicals

The seller guarantees that the goods delivered by it comply with the respective applicable requirements under the law on chemicals, e.g. REACH Regulation (EC No. 1907/2006), and that all parts of the goods are duly registered in accordance with the respective applicable regulation on chemicals.

11. Patent rights / property rights

The seller guarantees that we can use the delivered goods within the framework of the applicable law and hereby no patents, trademarks or other property rights of third parties are infringed.

12. Reservation of title

We do not recognise a reservation of title of the seller.

13. Minimum Wage Act

The seller is obliged to pay at least the statutory minimum wage to all employees employed by it. Furthermore the seller is obliged to oblige its subcontractors accordingly.

14. Labor law principles

The seller is obliged to comply with legal regulations and internationally recognized human rights, in particular the prohibition of child and forced labor, human trafficking, corruption and discrimination. In addition, the seller is obliged to comply with statutory provisions on working hours and applicable occupational safety standards as well as the freedom of association and the right to collective bargaining. In addition, he is obliged to oblige his subcontractors accordingly to comply with the above-mentioned points.

15. Ethical principles

The seller shall ensure that it, and its subcontractors, comply with principles which at least correspond to those set out in the Code of Conduct of Otto Krahn Group (available on www.albis.com in the "Corporate Governance" section) in connection with the performance of its obligations.

16. Environmental management principles

In connection with the provision of its services, the seller shall keep the impact of its activities on the environment as low as possible. This applies in particular to climate-damaging emissions, waste and the consumption of natural resources.

17. General provisions

The place of jurisdiction is Hamburg. The law of the Federal Republic of Germany shall apply under the exclusion of the Convention of the United Nations on Contracts for the International Sale of Goods of 11 April 1980 (CISG) as well as the provisions of the international private law. Incidentally, the Incoterms shall apply in the respective newest version.

Should individual regulations of these Terms of Purchase be or become invalid or non-enforceable in full or in part this shall have no effect on the validity or enforceability of the regulations on the whole. The invalid or non-enforceable regulation is to be replaced by a valid or enforceable regulation, which shall as far as possible correspond with the financial purpose of the invalid regulation.