

## 1. General

**1.1** These general purchasing conditions (“**General Purchasing Conditions**”) shall apply exclusively to all purchases of goods or services (each hereinafter a “**Contract**”) by Master Builders Solutions Deutschland GmbH or its affiliated companies located in Germany, Spain, Italy, United Kingdom, Austria, Ireland, Czech Republic, Switzerland, Slovenia, Slovakia, Finland, Denmark, Sweden, Poland, France, Netherlands, Belgium, Norway, Romania, Croatia, Portugal (“**Principal**”).

**1.2** General terms and conditions of the supplier of the goods or the provider of the services, as applicable, (“**Contractor**”) shall only apply if and to the extent expressly accepted by the Principal in writing. These General Purchasing Conditions shall also apply in all cases wherein the Principal accepts deliveries from the Contractor without objecting to conditions of the Contractor that deviate from these General Purchasing Conditions (whether the Principal is aware of such deviating conditions or not). All references by the Contractor to the application of its general terms and conditions are hereby expressly rejected.

**1.3** These General Purchasing Conditions shall also apply to all future transactions with the Contractor.

## 2. Offer, Orders

**2.1** Offers and price quotes shall not be remunerated and shall not create any obligations on the part of the Principal.

**2.2** In its offer, the Contractor shall expose any discrepancies between its offer and the Principal's inquiry. If the Contractor has alternative solutions for an inquiry which are technologically or economically superior it shall additionally present these solutions to the Principal.

**2.3** Orders from the Principal shall only be valid and binding if placed in writing or electronic form in accordance with the processes and systems applied by the Principal in its ordinary course of business.

**2.4** Unless otherwise expressly agreed, cost estimates submitted by the Contractor shall be binding and non-remunerable.

**2.5** A valid and binding Contract shall be brought about between the Principal and the Contractor, inclusive of these General Purchasing Conditions, if an order is transmitted from the Principal to the Contractor in accordance with clause 2.3, and (i) the Contractor expressly accepts the order in writing within seven days from the date of the order, or (ii) the Contractor commences delivery of the ordered Products.

**2.6** Any order confirmation from the Contractor that differs from the order placed by the Principal represents a new offer and must be accepted by the Principal in writing.

## 3. Delivery

**3.1** The delivery dates agreed with the Contractor shall be binding. Delivery must be made during the Principal's regular business hours and (in case of the delivery of goods) accompanied by the technical documentation, certificates and shipping documents required for the use of the goods or as stated in the Contract.

**3.2** If the Contractor is in delay in delivering goods or providing services, then the Contractor shall incur a contractual penalty of 1% of the price of the delayed order for each commenced week of the delay, extending to a maximum of 5% of the order price. This shall not affect the Principal's right to assert damage claims, provided that any contractual penalty due shall be credited against any asserted damage claims.

**3.3** The Contractor may not deliver goods under any retention of title.

**3.4** Premature or partial deliveries of goods or provision of services shall require the Principal's prior written consent. The receipt of a premature, delayed, or partial delivery of goods or services shall by no means constitute an acceptance or waiver of any rights or claims of the Principal.

**3.5** The Contractor must immediately notify the Principal in writing of any circumstances which may delay the delivery of goods or the provision of services.

**3.6** The Contractor is responsible for requesting documents to be prepared or other support to be provided by the Principal under the Contract in a timely manner.

## 4. Dispatch, Packaging, Passing of risk

**4.1** Unless otherwise agreed in the Contract, the delivery shall be made DDP (Incoterms 2020) to the place of receipt or use specified in the Contract. Delivery notes, packing slips and all other necessary documentation are to be attached. The shipping documents and the outer packaging must contain the purchase order number, gross and net weight, number of packages and type of packaging (disposable / reusable), completion date as well as place of destination (unloading point) and consignee.

**4.2** Risk shall pass to the Principal upon delivery in accordance with the agreed delivery terms.

## 5. Guarantees, Indemnities

**5.1** The Contractor guarantees that upon delivery, the goods and services:

- are free of defects,
- comply with the agreed specifications, comprise any agreed properties and features and are fit for the intended use by the Principal,
- meet current and generally recognized technical standards and standards in plant safety, occupational medicine and hygiene,
- comply with all applicable laws and regulations at the place of destination,
- to the extent applicable to the type of delivered goods: satisfy all special safety requirements for machinery, equipment and plants, and are CE marked, and
- are not infringing any third party's intellectual property rights.

**5.2** The Contractor shall comply with all obligations for suppliers under Regulation (EC) No. 1907/2006/EC and UK REACH (hereinafter together "REACH"). If the delivered goods classify as articles according to Article 7 REACH, the obligation to register also applies to substances released from such goods. "UK REACH" means Regulation (EC) No. 1907/2006/EC as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time and including the REACH etc. (Amendment etc.) (EU Exit) Regulations 2019 SI 2019/758, the REACH etc. (Amendment etc.) (EU Exit) (No 2) Regulations 2019 SI 2019/858 and the REACH etc. (Amendment etc.) (EU Exit) (No 3) Regulations 2019 SI 2019/1144).

**5.3** The Contractor shall immediately notify the Principal if a component of the product contains a substance in a concentration exceeding 0.1 mass percent (W/W) if this substance fulfills the criteria of Article 57 and 59 REACH (so-

called substances of very high concern). This also applies to packaging products.

**5.4** The Contractor shall indemnify the Principal from any third party claims asserted on the basis that the use of the goods or services infringes any third party rights. In this case, the Contractor shall bear any licensing fees and other costs and expenses incurred by the Principal in preventing or rectifying any infringements of third party rights.

**6. Notification of defects, Rights in the event of defects, Statute of limitations**

**6.1** Within reasonable time after receipt of goods, the Principal shall verify whether the goods delivered conform to the goods ordered and inspect them for any discrepancies in quantity or externally identifiable damage as reasonable in the ordinary course of business. The Principal shall notify the Contractor without undue delay of any defects detected during this inspection. In all other respects, the Contractor shall waive any incoming goods inspection and testing on the Principal's part. Any defects not detected during incoming inspection shall be notified to the Contractor within 14 days after they have been detected. Any failure or delay to conduct inspections or give notice of defects shall not preclude any claims of the Principal in respect of the relevant defects (except for any costs which could have reasonably been avoided in case of a timely inspection or notification).

**6.2** In case of defects of goods or non-conformance of services, the Principal may, without prejudice to any other rights it may have under the Contract or applicable law, at its discretion, demand rectification of the defects or non-conformance (through repair, replacement or repeated performance) at the expense of the Contractor according to the Principal's instructions. The rectification location shall at Principal's option be either the agreed place of destination, or another location where the goods or services are used if such other location of use was known to the Contractor when the Contract was concluded.

**6.3** If rectification is not completed within a reasonable grace period set by the Principal, if it has failed, or if the Principal has not set any grace period (e.g., because rectification by the Contractor would represent an unreasonable burden on the Principal, or in case of urgency to avert acute dangers or avoid substantial damage), the Principal may, without prejudice to any other rights it may have under the Contract or applicable law, rectify the defects or non-conformance itself (or have them rectified by a third party) and demand from the Contractor reimbursement of all cost and expenses incurred in connection with such self-rectification (including by ways of advance payment).

**6.4** Claims for defects or non-conformance shall become time-barred thirty-six (36) months after the passing of risk (in case of defective goods) or the completion of services (in case of non-conforming services) or expiration of any applicable statutory limitation period (whichever occurs later).

**7. Compliance with supply chain standards**

**7.1** The Contractor shall:

- comply with all applicable human rights and environmental standards and the Principal's Supplier Code of Conduct (available at <https://master-builders-solutions.com/ethics-and-compliance> ("Codes")),
- undertake training (at least on an annual basis) on compliance with the Codes,

- immediately notify the Principal of any significant changes to its operations or supply chain which are relevant to the Contractor's obligations under the Codes, any risks of non-compliance and any actual non-compliance with the Codes within its operations or supply chain, as well as any measures taken to prevent, mitigate, cease and remedy such risks or actual non-compliance,
- grant the Principal and the Principal's appointed audit representatives access to its and its subcontractors' and suppliers' premises to undertake such audits, interviews or investigations as the Principal may reasonably require in order to assess compliance with the Codes and the terms of the Contract (subject to any applicable antitrust and data protection laws),
- track and document its complete supply chain and make such information available to the Principal in writing upon request (subject to any applicable antitrust and data protection laws),
- have appropriate systems in place at all times, so as to be able to establish the traceability of the goods (including all raw materials used in the goods) and operations through all stages of production, processing and delivery, and
- take appropriate action to require its subcontractors and suppliers (throughout the supply chain) to comply with the requirements set out in this clause 7.1.

**7.2** Any breach by the Contractor of its obligations set out in clause 7.1 shall constitute a material breach according to clause 10.

**8. General Liability, Insurance**

**8.1** Unless otherwise established in these General Purchasing Conditions, the Contractor shall be liable towards the Principal as per applicable statutory law.

**8.2** The Contractor shall indemnify the Principal at first call from any third party product liability claims, provided the cause of such claims lies within the Contractor's control and organisation and the Contractor would itself be liable to a third party. If the Principal has contributed to the cause of such claims, then the Contractor shall only be obliged to indemnify the Principal in proportion to its share in the cause of such claims.

**8.3** The Contractor shall maintain sufficient product liability insurance. Evidence of sufficient product liability insurance shall be provided to the Principal upon request.

**9. Prices, Invoicing, Payment**

**9.1** Unless expressly otherwise agreed in a Contract, prices shown in an order shall be fix and binding. The agreed prices shall be net of any applicable value-added tax but include packaging, all other taxes, fees, delivery and any other charges.

**9.2** Invoices are to be issued upon delivery of goods or completion of services, as applicable. Unless expressly otherwise agreed in a Contract, the Principal shall not be obliged to make any installment payments.

**9.3** The Contractor must provide a separate, auditable invoice for each purchase order. The invoice must include the Principal's full order number and, if applicable, the Contractor's delivery note number. Certificates of work completed, and any other records are to be submitted with the invoice. Invoices must correspond to the information in the purchase order in respect of the goods or services described, price, quantity, the order of the items and item numbers.

**9.4** Unless otherwise agreed, payments shall be made latest within 60 days after an auditable invoice has been received at the billing address.] Unless otherwise agreed, the Principal may pay within 14 days to qualify for a prompt payment discount of 3% and within twenty 20 days to qualify for a prompt payment discount of 2% on the invoiced net amount.

**9.5** The acceptance of the goods or services or their payment shall not constitute the waiving of any later assertion of claims based on defects, damages or any other claims against the Contractor.

#### **10. Termination**

A Contract may be terminated at any time without notice for good cause. Grounds for good cause shall include:

- a material breach of contractual obligations which (to the extent remediable) is not remedied within a reasonable period of time after receipt of complaint from the non-breaching party;
- a considerable deterioration of a party's financial situation which threatens to impact such party's ability to perform its obligations under the Contract or to discharge its tax or social liabilities; or
- cessation of payment on the part of one party, the opening of insolvency proceedings against the assets of one party or its rejection on the grounds of the absence of assets, or the liquidation of one of the parties.

#### **11. Documents**

Any models, samples, records, plans, drawings, data, materials and other documents provided to the Contractor by the Principal in connection with a Contract (and any rights therein) shall remain the property of the Principal and must be returned to the Principal (i) at any time upon its request, (ii) in case of termination of or withdrawal from the Contract or (iii) if the Contract does not materialize. The Contractor must not retain copies of any such documentation.

#### **12. Confidentiality**

**12.1** The Contractor shall keep confidential all technical, scientific, commercial and other information of the Principal obtained directly or indirectly in connection with a Contract, in particular the information given in documents according to clause 12, unless the Contractor lawfully possessed such information prior to its disclosure by the Principal or it is lawfully known to the public or was lawfully obtained from a third party not known to the Contractor to be bound by any obligation of confidentiality towards the Principal (hereinafter "Confidential Information"). The Contractor may not exploit Confidential Information for commercial purposes, make it the object of intellectual property rights or pass it on or make it accessible to third parties in any way. The Contractor is entitled to share Confidential Information with subcontractors approved by the Principal as required for the subcontractor to fulfill any obligation under the Contract.

**12.2** Confidential Information may not be used for any purpose other than fulfilling the Contract. The confidentiality obligation shall continue to apply for a period of three (3) years after the Contract has ended.

**12.3** The Contractor shall ensure that its employees, directors, officers, agents and other representatives involved in the fulfillment of the Contract are bound by contractual obligations of confidentiality equivalent to those set out in these General

Purchasing Terms. Upon request, the Contractor shall confirm compliance with these obligations to the Principal in writing.

**12.4** The Contractor shall undertake all required and appropriate precautions and measures to effectively protect the Confidential Information against loss or against unauthorized access. This includes in particular the maintenance of required and appropriate access and entry precautions for facilities, repositories, IT systems, data and other information storage devices. The Contractor is required to promptly notify the Principal in writing in the event that Confidential Information is lost or accessed by unauthorized parties.

**12.5** For each violation of the above confidentiality obligations set out in this clause 13, for which the Contractor is responsible, the Principal may demand an appropriate contractual penalty, the exact amount of which shall be determined by the Principal at its reasonable discretion. The Principal reserves the right to additionally claim damages caused by the violation which exceed the contractual penalty. The contractual penalty shall be deducted from such a claim for damages. The payment of the contractual penalty or of damages shall not release the Contractor from its confidentiality obligations.

#### **13. Rights of use**

The Contractor shall grant the Principal rights of use free from any restrictions as to area, content or time for all plans, drawings, graphics, calculations and other documents related to the Contract, in all known media formats saved to all storage devices, for the purposes agreed or implied in the Contract.

#### **14. Data**

**14.1** If the Contractor receives from the Principal or otherwise obtains personal data related to employees of the Principal in connection with the Contract, it shall ensure compliance with applicable data protection law, in particular (to the extent applicable) the EU Data Protection Regulation, including as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018, and any laws which implement such laws or that replace, extend, re-enact, consolidate or amend any of the foregoing.

**14.2** The Contractor shall inform the Principal in case of a personal data breach, in particular in case of loss, not later than 24 hours after having become aware of it. Upon termination or expiration of the Contract, the Contractor shall erase all personal data in relation to the Contract and shall not retain any copies thereof.

#### **15. Miscellaneous**

**15.1** The Contractor may not assign any of its rights or obligation under a Contract or employ subcontractors to fulfill a Contract (in whole or in part), without the Principal's prior written consent.

**15.2** The Contractor may only refer to or publicly disclose otherwise its business relationship with the Principal with the prior written consent of the Principal, or where this is unavoidable in order to fulfill the Contract.

**15.3** If any provision in these General Purchasing Conditions or any Contract is or becomes invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected. In place of the invalid or unenforceable provision, a provision shall be deemed to have been agreed which comes as close as possible to that which the parties required according to the original meaning and purpose of the invalid or unenforceable



**General purchasing conditions of  
Master Builders Solutions  
Deutschland GmbH and its affiliated  
companies in European Union,  
Switzerland, and United Kingdom**

provision. This shall also apply to any unintentional gaps in these General Purchasing Conditions or any Contract.

**15.4** These General Purchasing Conditions and the Contract shall be construed and be subject to the substantive laws of Germany, if the Contract is entered into by Master Builders Solutions Deutschland GmbH, or the substantive laws of the country where the respective affiliated company of Master Builders Solutions Deutschland GmbH resides, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") dated 11 April 1980.

**15.5** The place of jurisdiction shall be the courts of Mannheim, Germany, if the Contract is entered into by Master Builders Solutions Deutschland GmbH, or the courts at the place where the respective affiliated company of Master Builders Solutions Deutschland GmbH resides.