



Conditions of Purchase for Non-Commercial Goods

1 Scope

- 1.1 All orders shall be based on the buyer's General Conditions of Purchase for "Non-Commercial Goods (NCG)" as set out on this page – in their latest version in each case (status upon confirmation of the order). The General Conditions of Purchase shall be the sole conditions that apply. Conditions that run counter to or deviate from these Conditions of Purchase shall not be recognized, unless expressly agreed to the contrary in writing. These General Conditions of Purchase shall similarly apply if the buyer accepts a delivery from the supplier without raising any objections while being aware of the fact that the supplier has conditions that run counter to or deviate from these conditions of purchase.
- 1.2 These Conditions of Purchase shall apply only vis-à-vis companies under the terms of §§ 14, 310 sub-paragraph 1 of the Civil Code, legal public-law entitles or special assets under public law.
- 1.3 The General Conditions of Purchase shall also apply for all future business transactions with the supplier.

2 Orders, samples, drawings and documents

- 2.1 Orders shall only be binding if they have been placed or confirmed by the buyer in writing, by teleprint or by means of electronic data transmission.
- 2.2 Quotations from the supplier shall be free of charge for the buyer and shall not be binding. Silence on the part of the buyer shall not under any circumstance be regarded as acceptance. The supplier shall be bound by his/her quotation for a period of four weeks, calculated as of the time the offer was dispatched. In case of doubt, the date of the quotation shall be taken as the date of its dispatch.

- 2.3 The order shall count as having been accepted if the supplier does not contradict it in writing within one week of the date of the postmark. In the case of orders placed by electronic data processing, the order shall be deemed accepted if the contractor does not object in writing within one week from the date of receipt of the electronic order.
- 2.4 The supplier undertakes to supply samples free of charge and carriage free, where required, in accordance with the buyer's requirements.
- 2.5 The technical documents, drawings, material specifications and other information accompanying the order shall form a key component of the orders. This shall similarly apply to information provided by the supplier in catalogues, brochures or other supplier publications in either text or picture form (e.g. descriptions, pictures or drawings).
- 2.6 The buyer shall retain the rights of ownership and the copyright on pictures, drawings, calculations and other documents; these may not be made accessible to third parties without express written consent. They are to be used exclusively for production based on this order. After the order has been completed, they are to be returned to the buyer on request. They are to be kept secret vis-à-vis third parties even after the contract has been completed.
- 2.7 Subsequent amendments and supplements to the contract shall only be valid if they have been agreed on by the parties in writing. The supplier shall take into account any subsequent changes that are required. Notification shall be given without delay of any deadline or price adjustments that such changes necessitate, and these shall be coordinated with the buyer.

3 Shipping, passage of risk

- 3.1 The buyer shall be permitted to commission agents to inspect the goods even before they are dispatched. The buyer and his agents shall be entitled to implement all measures and take all action to guarantee orderly execution of the order.

- 3.2 Unless specified to the contrary in writing, delivery shall be made free of charge to the buyer's address at the location we specify.
- 3.3 The supplier undertakes to mark the goods in accordance with the buyer's specifications.
- 3.4 The goods must be packed in the manner agreed on. The supplier may not invoice the buyer for the packaging costs.
- 3.5 The supplier shall be obliged to specify the buyer's precise order number on all shipping papers and delivery notes. In the event of failure to do this, the buyer shall not be responsible for any delays in processing. Any losses incurred as a result shall be refunded by the supplier.
- 3.6 The risk of accidental loss or deterioration of the goods shall pass to the buyer when the goods are delivered to the specified location as per 3.2 above.

4 Delivery time, delays in delivery

- 4.1 The delivery dates and deadlines specified by the buyer in the order shall be binding. They shall commence as of the date of the order.
- 4.2 The supplier undertakes to send the buyer immediate written notification if circumstances arise, or the supplier becomes aware of circumstances, that will prevent the agreed or specified delivery date or delivery deadline from being observed.
- 4.3 In the event of a delay in delivery, the buyer shall be entitled to demand lump-sum compensation for the delay in performance equivalent to 0.5% of the value of the delivery for each full week of delay, but not exceeding 10% in all. The buyer shall reserve the right to make further statutory claims. The buyer shall further be entitled, upon expiry of an appropriate period of grace, to demand compensation instead of performance and/or to withdraw from the contract. The supplier shall be entitled to show that the buyer has not suffered any loss or only a considerably lower loss as a result of the delay.

- 4.4 Acceptance of late deliveries by the buyer shall not mean that the buyer is relinquishing his rights.

5 Prices and terms of payment

- 5.1 Following receipt of the delivery of goods, the supplier acknowledges - *unless agreed otherwise in writing* - that the following terms of payment shall be justified for the corresponding invoice when payment is made within the following deadlines:

within 10 days
3% discount
within 30 days
2% discount
within 60 days
net

- 5.2 The payment deadline shall commence on the day an orderly, factually correct invoice is received, although not before the items to be delivered have actually been delivered to the buyer and not prior to acceptance of the work performed, or, in the event of a non-conforming delivery/performance, not before rectification of the defects or the delivery of defect-free item or performance. If the supplier delivers prior to the agreed deadline, the agreed delivery date shall count as the date of receipt of the goods. The buyer shall be entitled to deviate from this in individual cases following consultation with the supplier.
- 5.3 The date of payment shall be the date on which the buyer dispatches the payment or issues the bank with the payment order.
- 5.4 Invoices can only be processed if these state the precise order number specified by the buyer. The supplier shall be responsible for all consequences of non-compliance with this obligation unless he can prove that he is not responsible. Invoices on which the order number is missing shall count as invoices that have not been submitted. The payment deadline shall not start running in this case.

5.5 The buyer shall be entitled to exercise the statutory offsetting and retention rights.

5.6 The supplier shall not be entitled to assign or transfer individual claims vis-à-vis the buyer resulting from this contractual relationship or from the overall contract concluded with the buyer to third parties, either in full or in part, without the written consent of the buyer.

6 Quality

6.1 The supplier undertakes to supply the goods ordered by the buyer in accordance with the samples and agreements submitted. Deviations from the contractually agreed quality and/or from the contractually specified suitability of the item delivered shall require the prior written consent of the buyer.

6.2 The deliveries shall only be suitable for the buyer's intended purpose if they comply with the recognized rules of the art, the safety regulations applicable in each case and the agreed technical data. Standards that are generally recognized at an international level, such as DIN, ISO, VDI and VDE, are to be observed. The supplier shall guarantee that the delivered goods comply with the national laws and ordinances. In the event of the above regulations and rules being violated, the supplier shall compensate the buyer for any loss incurred from this.

7 Incoming goods inspection and examination for defects

7.1 The measurements recorded by the buyer during the incoming goods inspection shall be decisive for the item numbers, dimensions, weights and the quality of a delivery. The delivery shall be accepted subject to an inspection for non-conformity, i.e. for deviations in quality or quantity. There shall only be a duty to conduct a check for apparent or readily recognizable defects. Complaints about the defects ascertained shall be deemed to have been submitted on time if the complaint – in the case of apparent and readily recognizable defects – is received by the supplier within a period of 10 days of delivery of the goods. Complaints regarding concealed defects shall be deemed to have been submitted on time insofar as these are received by the supplier within a period of 10 days of the defect being discovered.

- 7.2 We expressly reserve the right to recognize excess deliveries or short deliveries as being in accordance with the contract.

8 Supplier's liability for non-conforming deliveries

- 8.1 In the event of a non-conforming delivery, the buyer shall enjoy the uncurtailed statutory claims and rights to which he is entitled vis-à-vis the supplier. The buyer may demand re-fulfilment through elimination of the defect or through delivery of a conforming product, as he sees fit. If the supplier fails to fulfil his duty of re-fulfilment in accordance with the choice made by the buyer within an appropriate period of time, or if the re-fulfilment goes wrong, the buyer shall be entitled to exercise his rights to a reduction, withdrawal or compensation instead of performance of work, or to the repayment of expenses. The re-fulfilment shall be deemed to have gone wrong if an attempt to rectify the defect or provide a substitute delivery does not lead to the performance of conforming work by the supplier. The buyer shall be exempt from the obligation to submit a further complaint regarding nonconformity in the event of the re-fulfilment going wrong. In the event of the selected type of re-fulfilment going wrong, the buyer shall retain the right to demand the other type of re-fulfilment. No deadline need be specified for the re-fulfilment if the buyer cannot be expected to wait for re-fulfilment by the supplier on account of an imminent loss. In such a case, the buyer shall also be entitled to eliminate the defect himself or to have it eliminated by third parties, and to demand compensation from the supplier for the costs incurred in this way.
- 8.2 The buyer's claim for fulfilment shall remain in existence until such time as the claims for compensation in lieu of the work are asserted in writing or by the courts.
- 8.3 The costs incurred through the complaint about the defects shall be borne by the supplier and can be deducted by the buyer from subsequent payments. If there is no such payment outstanding, the supplier shall be obliged to refund the costs within 20 days of the claim being made.

- 8.4 The buyer shall only be obliged to retain goods which are the subject of a complaint for three weeks, calculated as of the point in time at which the complaint is received by the supplier. During this time, the supplier shall be entitled to inspect the goods which are the subject of the complaint.
- 8.5 Settling the supplier's invoice does not constitute an acknowledgement on the part of the buyer that the goods delivered are free from defects.
- 8.6 The buyer's claim against the supplier for defects shall come under the statute of limitations after three years. Claims for damages as a result of injury to life, bodily injury, or injury to health or freedom shall come under the statute of limitations 30 years as of the time the supplier has violated his duty.

9 Freedom from third-party rights

- 9.1 The supplier shall vouch for the delivered product being free from property rights of third parties (e.g. patents, rights derived from patent applications, copyright, trademarks, registered designs). If, after conclusion of the contract, claims concerning property rights of third parties are asserted against the purchaser on account of the product delivered, which impair or prohibit the use of said product, the supplier shall be subject to an obligation of re-fulfilment in such a way – as selected by the buyer – that he either modifies or replaces the contract item so that it no longer falls within the scope of application of the property right but still complies with the contractually specified properties and intended use or, alternatively, that he acquires the right at his own expense, so that the buyer can use the delivered product in accordance with the contractual specifications. Without prejudice to any further claims and rights, the supplier shall relieve the buyer of all claims asserted against him on the basis of third-party property rights, including the costs of appropriate legal defense, where necessary. Insofar as third parties assert claims against the buyer, the buyer shall inform the supplier thereof without delay. The supplier shall be permitted to uphold and defend his rights vis-à-vis third parties himself.

- 9.2 If and to the extent that the supplier is jointly and severally liable with the buyer to pay compensation under the terms of the product liability law or the regulations governing illicit actions vis-à-vis the party or parties that have suffered damage, the supplier shall be obliged to release the buyer from third-party compensation claims in the external relationship.

10 Retention of ownership, objects provided, tools, secrecy

- 10.1 We, the purchaser, shall only recognize ordinary retention of ownership up until such time as the invoice for the delivery in question has been settled. Longer or extended retention of ownership shall be excluded, even without express contradiction of the purchaser.
- 10.2 Insofar as the buyer makes parts available to the supplier, he shall retain ownership of said parts. Processing or transformation by the supplier shall be undertaken on behalf of the buyer. In the event of parts being processed or merged, the buyer shall acquire co-ownership of the new object in the same proportion as the value of his object represents to the other objects processed at the time of the processing/merging operation. If the merging operation is conducted in such a way that the supplier's object can be regarded as the principal object, it is deemed to be agreed that the supplier shall grant the buyer pro-rata co-ownership; the supplier shall hold the sole ownership or co-ownership on behalf of the buyer.
- 10.3 The buyer shall reserve ownership of the tools that are provided by the buyer or that are made for the buyer. The supplier shall be obliged to use the tools solely for producing the goods commissioned by the buyer. The supplier shall be obliged to insure the tools belonging to the buyer for their new purchase value at the supplier's expense. At the same time, the supplier shall cede all claims to compensation from this insurance to the buyer. The supplier shall undertake to perform any required servicing and inspection work on the buyer's tools, as well as all maintenance and repair tasks in good time and at his own expense. He shall notify the supplier of any faults without delay.
- 10.4 After producing the goods ordered by the buyer, the supplier shall be obliged to hand the tools over to the buyer, if so requested.

11 Compliance with statutory and humane working conditions

The supplier undertakes to respect the provisions of the DEICHMANN Group's Codes of Conduct and not to engage in any violations in the following areas:

- 1) child labour
- 2) forced labour
- 3) disciplinary measures
- 4) discrimination
- 5) remuneration
- 6) working hours
- 7) freedom of association and collective bargaining
- 8) health and safety
- 9) environmental protection
- 10) management systems

The supplier's working conditions may be inspected on-the-spot at any time – even without prior notification – by members of the DEICHMANN Group or independent inspectors. These persons shall be entitled to conduct confidential talks with employees. More detailed information may be found in the Codes of Conduct – these can be consulted on the internet under manuals.deichmann.com. The Codes of Conduct can also be sent out on request.

12 Consent

- 12.1 The supplier consents to the customer processing and using his stored data for the implementation and completion of his owner and user relationship. Personal data include inventory data, for example name and address as well as use data, for example e-mail address, bank data and password.
- 12.2 The supplier consents to the customer compiling, processing and using his data among other things with the use of cookies. In addition, the supplier consents to users within the customer's corporate group accessing all offers made by the supplier (summarized in a list).

- 12.3 The supplier consents to the customer making his contact data fundamentally accessible to all the companies within the corporate group.
- 12.4 In as far as is necessary in individual cases, the supplier consents to the customer compiling, processing and using his inventory and use data where this is necessary for purposes of uncovering as well as preventing offers made with a fraudulent intent, as well as any other utilization of the customer's services which are either illegal or contrary to the terms of the contract.
- 12.5 In as far as is necessary for the purpose of safeguarding major interests when clarifying misuse of the customer's Internet-supported purchase system and for purposes of prosecution after the end of the owner and user relationship, the supplier also consents to the customer processing, using and forwarding his personal data to prosecution authorities and third parties whose rights have been violated provided actual documented clues point to the misuse of the customer's Internet-supported purchase system, in particular by means of illegal offers.

13 Place of fulfilment and jurisdiction, applicable law

- 13.1 The place of fulfilment for all the obligations of both parties resulting from the contract shall be the head office of the buyer's company. The place of jurisdiction for all disputes arising from this contract or in conjunction with this contract, including bill-of-exchange and cheque procedures, shall be exclusively the head office of the buyer's company. The buyer shall also be entitled to bring actions against the supplier at the latter's place of residence or place of business.
- 13.2 The law of the country in which the buyer's head office is located shall apply.

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