

**General Conditions of Purchase  
of Willi Hahn GmbH, hereinafter  
referred to "Wiha"  
As at: September 2021**

**1. General information**

1.1 In addition to the individual contractual agreements, these Conditions of Purchase shall exclusively apply to all the business with suppliers or other contractors (hereinafter referred to jointly as "**supplier**") of Willi Hahn GmbH (hereinafter referred to as "**Wiha**" or "**we**" or "**us**"). In the case of long-term business connections, they shall also apply to all future delivery relationships until publication of any new conditions of purchase of Wiha.

1.2 Deviating or supplemental T&Cs shall not become part of the contract either through an order confirmation by the supplier or through unconditional acceptance or payment by us. Even if we refer to a letter, which contains the supplier's general terms and conditions or those of a third party, or which refer to same, this is not acceptance of these terms and conditions.

1.3 All agreements concerning the conclusion of the contract shall be documented in writing; it is presumed that the parties have not concluded any verbal agreements. Commitments by auxiliary persons of Wiha, which deviate from our written declarations of intent or these conditions of purchase must be confirmed by Wiha in order to be valid.

**2. Offer and offer documents**

2.1 Wiha shall retain the ownership, copyright and other rights to all query and order documents provided by Wiha to the supplier. If an offer is not submitted by the supplier, it shall immediately destroy all documents immediately or return them to Wiha free of charge.

2.2 If the supplier's offers deviate from our query, the supplier shall expressly point out the deviations in its offer.

2.3 Subject to other agreements, the supplier shall be bound by its offer for at least 3 months.

2.4 The required manufacturability and capacity are automatically deemed to be confirmed upon submission of the offer.

2.5 The supplier must check the possibility for an alternative offer of the inquired product which can be produced by using much more energy efficient production processes.

**3. Order, master order and conclusion of contract**

3.1 The contract is concluded in principle in writing as a result of an order or an order under a previously agreed master order.

3.2 The written order from Wiha must be confirmed in writing within two working days of receipt, stating the order number, article number, quantity or weight, lead time and prices, as well as the customs tariff number and the country of origin. Commercial or technical deviations from the written order shall only be valid if they are expressly listed in the supplier's order confirmation and have been confirmed by Wiha in writing.

3.3 Insofar as a delivery date is not yet agreed in writing, the supplier shall omit measures that causes costs, unless we have consented to these measures. If a delivery date has not yet been bindingly agreed, but compliance with the delivery date desired by us requires measures, the supplier shall advise of this in writing.

3.4 Deviations in quantity and quality from the text and contents of our order, including changes to drawings and shapes, require our consent.

3.6 Without written consent from Wiha, the supplier may not make any changes to a product with standard models. If deliveries with amended properties are made without prior express and written consent, Wiha can refuse to accept and pay for the goods and return them to the supplier free of charge.

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**Registry court:**

D-42117 Wuppertal  
D-42097 Wuppertal  
HRB 10541

**Management Board:**  
**Tax number:**  
**VAT No.:**

Philipp Bleich, Katrin Seidemann  
1406479800  
DE141873869

**Address**  
Willi Hahn GmbH  
Sasbachwaldener Str. 72  
D-77880 Sasbach/Baden

**Tel:** +49 (7841) 648-0  
**Fax:** +49 (7841) 648-113  
+49 (7841) 648-150  
**E-mail:** info@wiha-gmbh.de  
**Internet** www.wiha-gmbh.de

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#### 4. Prices, invoices, payment and payment terms

4.1 The price stated in the order is the maximum price, this can undercut but must not be exceeded. Unless agreed otherwise, the price for deliveries shall be free, including packaging, to the delivery address stated by Wiha in the order.

4.2 Unless agreed otherwise, payment by the Wiha Sasbach plants shall be made within 30 days with a 3% discount or within 60 days with 2%, 90 days net and by the Wiha Wuppertal plant within 14 days with a 3% discount, or within 30 days net from the date of receipt of invoice or complete and defect-free delivery. This term assumes full information in delivery notes and invoices, such as order number, article number, quantity or weight, lead time and prices, as well as the customs tariff number and country of origin; the VAT must be stated separately.

Payment shall be made after full delivery (after quantity and freedom from defects) or admissible (partial delivery agreed with Wiha) partial delivery and after receipt of the correct invoice by post or to the following email addresses:

**Wiha Sasbach plants:**

[rechnung@wiha.solutions](mailto:rechnung@wiha.solutions)

**Wiha Wuppertal plant:**

[kreditoren@wiha.solutions](mailto:kreditoren@wiha.solutions)

4.3 The supplier's demands against us may only be transferred to third parties with our prior consent. Payments shall only be made to the supplier.

4.4 If the supplier's credit rating or solvency deteriorates to such an extent that fulfilment of the contract is at risk, or if the supplier permanently ceases its work and services, we reserve the right to terminate or withdraw from contracts in part or in full without notice.

#### 5. Delivery dates and late delivery

5.1 Agreed delivery dates in orders and call orders are binding and unless agreed otherwise refer to arrival at the delivery address stated in the order. If "ex works" is agreed as an exception, the supplier shall provide the goods promptly before collection by the haulier appointed by Wiha, taking into account the usual time required for loading and dispatch, if this is not known to the supplier it

shall obtain this information from Wiha; deliveries by other hauliers are only permitted with express consent from Wiha, if this is not granted the supplier shall be liable for the additional freight costs.

5.2 Foreseeable delivery delays shall be reported to Wiha immediately and the next steps agreed with Wiha. The notification shall not release the supplier from its responsibility in the case of default nor Wiha from accepting the late delivery or delayed work and services.

5.3 We are not required to receive or accept the goods before agreed delivery date.

5.4 Partial deliveries are only admissible in exceptional cases and require prior consent from Wiha. Additional transport costs incurred as a result shall be charged to the supplier. Payment claims shall not become due in these cases before the full delivery has been made.

5.5 Over or under-deliveries must be agreed in advance in writing. If no agreement is forthcoming from Wiha, Wiha can reject under or over-deliveries as defective or store them at the supplier's cost.

5.6 If the supplier is in default, irrespective of any existing statutory claims for compensation, Wiha reserves the right to withdraw from the contract after a reasonable additional period or to arrange alternative procurement.

Additionally, Wiha has the right after prior warning to charge a delay penalty of 0.5% week or part thereof, up to a maximum of 5% of the respective net order value affected by the delay. The paid contractual penalty is offset against any claim for compensation.

**Attention, No. 6 is only relevant for the Wiha Sasbach plants!**

#### 6. Delivery, dispatch, transport, packaging and transfer of risk

6.1 The delivery shall be made to the delivery address agreed in the order, which is also the place of performance (debt to be discharged at creditor's domicile).

6.2 If the delivery is free of charge, the supplier shall bear all costs incurred until delivery of the goods to the delivery address stated in the order. The transfer of risk shall take place after receipt at the place of performance.

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6.3 If the delivery is made with different Incoterms, this must be agreed with Wiha in writing; if this agreement is not concluded, Wiha reserves the right to charge the freight costs to the supplier.

6.3 The delivery notes and packagings of all deliveries must include a packing sheet with order number, Wiha article number, quantity or weight, customs tariff number and country of origin. If these requirements are not met, Wiha reserves the right to refuse to accept the delivery at the supplier's cost and risk.

6.4 The supplier shall package the delivery as agreed. Unless agreed otherwise, the goods shall be packed by the supplier in the usual way. In any case it shall ensure that the goods are protected from damage.

## **7. Components, materials, tools, testing equipment, moulds, retention of title**

7.1 The supplier must not forward the components, materials, tools, testing equipment, moulds, models, samples, drawings, standard sheets and other documents, or the parts manufactured therefrom, to third parties or use them for purposes other than in accordance with the contract.

7.2 If we provide the supplier with materials, components or other items for the manufacture of goods ("**conditional goods**"), we shall retain ownership until the supplier hands over to us the goods manufactured therefrom. If provisions are processed with other parts, Wiha shall acquire joint ownership of the newly created item in the ratio of the value of the provisions to the other processed items at the time of processing. If provisions are inseparably combined with items not belonging to Wiha, Wiha shall acquire joint ownership of the new item in the ratio of the provisions to the other items at the time of combining. If the combining leads to the supplier's items becoming the main object compared to the provisions, the supplier shall transfer joint ownership of the new item to Wiha rateably and store it for Wiha.

7.3 Wiha rejects declarations and conditions of retention of title from the supplier that extend beyond simple retention of title.

## **8. Spare parts, last orders**

8.1 The supplier shall retain spare parts for the products supplied to us for a period of at least 10 years after delivery.

8.2 In the event that the supplier intends to end production of the goods supplied to us or spare parts for these goods, it shall immediately inform us of the decision, but at least 12 months in advance in writing and expressly. The supplier shall grant us the opportunity to place an last order.

## **9. Trade secrets**

9.1 The supplier shall treat our orders and all related commercial and technical details as trade secrets.

9.2 The supplier shall maintain the confidentiality of the documents and information, also after executing the orders and after the end of the business relationship with us. Our trade secrets may only be disclosed to third parties with our written consent or on the basis of an official or court order. In the latter case, the supplier shall give us the opportunity to respond to the order first.

## **10. Defects, complaint management**

10.1 The supplier shall ensure that its deliveries or services are free from defects and guarantees assumed by it exist and are complied with. In particular, they must comply with the public-law conditions, guidelines and provisions of public authorities, professional associations and the recognised rules of technology applicable at the time of execution and satisfy all technical safety requirements. If defects are identified, Wiha shall immediately report these as soon as they have been identified according to the opportunities of ordinary business procedure.

10.2 Wiha reserves the right, within the framework of the statutory claims due to defects, to select a remedy free of charge (either correction of the defect or delivery of defect-free item or new production).

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10.3 If the remedy is unsuccessful, after setting a reasonable period for the supplier to effect a remedy or if an additional period is not statutorily required, Wiha reserves the right to demand a reduction or to withdraw from the contract in part or in full without compensation and to demand compensation instead of performance, notably because of substitute purchase or for reimbursement of costs incurred in vain.

10.5 If Wiha has tried without success to reach the supplier or if the remedy is delayed, Wiha reserves the right in urgent cases, notably to prevent unreasonably higher damages, to correct the defects itself or through third parties at the supplier's cost.

10.6 If a defect is only discovered after further processing and/or resale of the deliveries, in the case of redress because of claims by the consumer due to defects, Wiha reserves the right of redress according to s. 478 BGB without restriction.

10.7 Complaints shall be answered in the form of an 8D report within the prescribed period of the respective complaint.

## 11. Third party property rights

11.1 The supplier shall ensure that its deliveries and services are free from third party rights, notably patents, trademarks, copyright and utility models and that Wiha can use the deliveries for the contractually agreed intended uses. It shall indemnify Wiha from third-party claims due to breaches of national and international property rights and shall reimburse Wiha all costs incurred by it resulting from claims made by third parties if these are based on a culpable breach of duty by it or its vicarious agents. To the extent possible, the supplier shall acquire the rights from the property rights holders, at its own cost, which shall facilitate the contractual use by Wiha. Without agreement with the supplier, Wiha cannot make any commitments, conclude settlements or other agreements with claimants. Moreover, Wiha shall be entitled to claim against the supplier for the other statutory claims if there are legal defects.

## 12. Product liability, insurance

12.1 If Wiha is sued under statutory product liability regulations because of a defective product, Wiha reserves the right to forward the damages paid to the supplier. The supplier shall indemnify Wiha from claims for compensation by third parties if the defect is based in its area of responsibility and it is liable itself in the external relationship.

12.2 Within the framework of its liability, the supplier shall also reimburse Wiha for measures taken in cases of product liability in order to mitigate product liability damages to a reasonable and required extent. Insofar as this is possible and reasonable, Wiha shall inform it of the content and extent of such measures, notably if recall campaigns have to be implemented, and shall give it the opportunity to respond. Other statutory claims shall remain unaffected.

12.3 The supplier shall maintain product liability insurance and recall insurance. If Wiha is entitled to further claims for compensation that exceed the sum insured, these shall remain unaffected.

## 13. Laws and directives

13.1 The supplier assures Wiha that it complies with the requirements of the EU Chemicals Directive No. 1907/2006 of 30.12.2006 in the respective applicable version.

If the supplied goods contain materials that are included in the "Candidate List of Substances of very high Concern" (SVHC list) according to REACH, the supplier shall immediately inform Wiha of this. This shall also apply to materials, which are constantly added to this list. The respective current list is available at all times on the internet at the Echa Homepage <http://www.echa.europa.eu/>.

13.2 The supplier shall indemnify Wiha from any liability in conjunction with non-compliance by the supplier with the above directives and shall compensate it for damages incurred by Wiha as a result of non-compliance with the directives by the supplier or in connection with this.

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13.3 The supplier will observe the principles of the UN Global Compact Initiative. These essentially concern the protection of international human rights, the right to collective bargaining, the abolition of forced labour and child labour, the elimination of discrimination in respect of recruitment and employment, responsibility for the environment and the prevention of corruption.

#### **14. Concluding conditions, place of jurisdiction, place of performance**

14.1 If conditions of these General Conditions of Purchase are invalid in part or in full, the validity of the remaining contract shall not be affected thereby; in this case a valid condition shall be deemed to be agreed, which comes closest to the commercial purpose of the invalid agreement. This shall also apply to any gaps.

14.2 The law of the Federal Republic of Germany shall apply exclusively to all legal questions between the supplier and Wiha, even if the supplier's registered officer is abroad, to the exclusion of the Conflict of Laws and the UN Convention of the International Sale of Goods (CISG).

14.3 Place of performance is the respective Wiha branch making the order.

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