

## General Terms and Conditions of Purchase of Junker-Filter GmbH

valid from: 15.11.2020

### 1. General scope of application

- 1.1 The following General Terms and Conditions of Purchase (hereinafter referred to as "Conditions of Purchase") apply to all deliveries, services and offers of our suppliers and contractors (hereinafter referred to as "Supplier") to Junker-Filter GmbH (hereinafter referred to as "we").
- 1.2 Our separate General Terms and Conditions of Sale apply to our deliveries and services.
- 1.3 Deviating general terms and conditions of our suppliers or third parties shall not apply, even if we do not separately object to their validity in every individual case. Our Terms and Conditions of Purchase shall also apply if we accept deliveries or services without reservation in the knowledge of conflicting or deviating terms and conditions. If we have notified a Supplier of our Conditions of Purchase in the course of an ongoing business relationship, they shall also apply in their then current valid version if we place an order without expressly incorporating our Conditions of Purchase.
- 1.4 These Conditions of Purchase shall only apply to companies, legal entities under public law or a special fund under public law within the meaning of § 310 para. 1 BGB (German Civil Code). An entrepreneur is a natural or legal person or a partnership with legal capacity which, when concluding a legal transaction, acts in the exercise of its commercial or independent professional activity.

### 2. General principles of cooperation with the supplier (Code of Conduct)

- 2.1 Our company has established a Code of Conduct, which provides guidelines for all of our own employees, setting out the principles of ecological, social and ethical behaviour and integrating them into the corporate culture (available and printable at [https://junkerfilter.de/wp-content/uploads/2020/09/CoC\\_JF\\_2020\\_de.pdf](https://junkerfilter.de/wp-content/uploads/2020/09/CoC_JF_2020_de.pdf)).
- 2.2 This Code of Conduct is also the basis for any cooperation with our contractual partners. In the cooperation with our Suppliers, we expect that this Code of Conduct is also complied with by

our Suppliers. Should the Supplier place orders with subsuppliers and subcontractors to fulfil his contractual obligations with us, the Supplier is obliged to ensure that his subsuppliers and subcontractors also comply with all relevant laws and regulations as well as requirements of standards.

- 2.3 A violation of this Code of Conduct by the Supplier can be a reason and cause for us to terminate the business relations including all associated supply contracts.
- 2.4 The Supplier is also committed to ethical business conduct, in particular to take all necessary and appropriate measures to prevent corruption.

### 3. Conclusion of contract

- 3.1 Before submitting an offer, the Supplier must thoroughly examine the task we have set, including all requirements, and request any further information from us.
- 3.2 All agreements made between us and the Supplier in relation to the respective contract are based on our written order and our Conditions of Purchase. There are no verbal collateral agreements.
- 3.3 Offers from Suppliers are free of charge for us. If they deviate from our enquiry, the supplier must expressly draw our attention to this deviation.
- 3.4 Every order must be confirmed in writing, repeating our complete order data. If the confirmation is not sent to us within five working days of the date of the order, we are entitled to cancel the order.
- 3.5 Late acceptance shall be deemed a new offer and requires our confirmation.

### 4. Delivery time and delay in delivery

- 4.1 The agreed delivery or service period begins on the day of our order. The deadlines are binding and must be strictly adhered to without fail.
- 4.2 The Supplier is obliged to inform us immediately in writing if the Supplier is likely - for whatever



reason - to be unable to meet agreed delivery or service period.

- 4.3 Early deliveries or services are only permitted with our prior consent; otherwise we are entitled to reject them. We are also entitled to reject partial deliveries. If necessary, we are entitled to return the delivery or service at the Supplier's expense and risk or to store it with third parties at the supplier's expense and risk. Furthermore, we reserve the right, in the event of early delivery, to make payment only on the originally agreed due date.
- 4.4 If the day on which the delivery is to be made at the latest can be determined exactly to the calendar on the basis of the contract (Leistungszeit nach Kalender bestimmt), the Supplier shall be in default at the end of this day without the need for a reminder (Mahnung) on our part.
- 4.5 If the Supplier does not provide his delivery or service at all or does not do so within the agreed service or delivery period or is in default (Verzug), our rights shall be determined in accordance with the statutory provisions, including the right to withdraw from the contract and the right to claim damages in lieu of performance (Schadenersatz statt der Leistung) after the fruitless expiry of a reasonable grace period (angemessene Nachfrist) set by us.
- 4.6 In the event of default (Verzug), we shall also be entitled, after the fruitless expiry of a reasonable grace period set by us, to have the service not provided by the Supplier carried out by a third party at the Supplier's expense.
- 4.7 If the Supplier is in default (Verzug), we are entitled to demand a contractual penalty of 0.3% for each working day of the delay, but not more than 5% of the respective net order value; we reserve the right to claim further damages. The contractual penalty shall be set off against the damage caused by the delay to be compensated by the Supplier.
- 4.8 If we accept the delayed performance, this does not constitute a waiver of any claims for compensation to which we may be entitled. In this case, we shall claim the contractual penalty at the latest with the final payment.
- 4.9 If we are prevented from accepting the Supplier's delivery or service in whole, in part or temporarily due to force majeure (höhere Gewalt), we are not at fault. For the duration of the

hindrance, we shall be released from any obligation to accept or accept delivery and shall not be liable for any damages arising therefrom. In this case, we shall inform the Supplier of the beginning and end of such circumstances without delay.

Events of force majeure include in particular (but not exclusively) war, warlike conditions, revolution, coup d'état, insurrection, natural disasters, riots, strikes, lockouts, blockades, epidemics, pandemics or other outbreaks of diseases and epidemics, official orders and restrictions (e.g. production restrictions, embargos), plant closures due to official orders or due to a massive loss of staff (e.g. due to illness or quarantine measures), the occurrence and effects of which on the fulfilment of the contract cannot be prevented by us by reasonable measures.

## 5. Performance, delivery, transfer of risk, default of acceptance

- 5.1 The place of performance (Erfüllungsort) for the deliveries or services to be provided by the Supplier is the place of receipt or delivery address specified by us. If the place of destination is not specified and nothing else has been agreed, the delivery must be made to our registered office in Sinsheim. The respective destination is also the place of performance (obligation to be performed at the place of delivery/Bringschuld).
- 5.2 Each delivery must be accompanied by verifiable delivery notes stating the date (issue and dispatch), the content of the delivery (item number and quantity) and our order identifier (date and number). The Supplier is responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not at fault.
- 5.3 In the case of drop shipments (Streckengeschäft), a detailed dispatch note or a copy of the delivery note with the same content must be sent to us in good time. Delivery notes and dispatch notes must not contain pricing data.
- 5.4 The risk of accidental loss and accidental deterioration of the goods (zufälliger Untergang oder Verschlechterung der Sache) shall pass to us upon delivery at the place of performance (Erfüllungsort). If acceptance (Abnahme) has been agreed, this shall be decisive for the transfer of



risk. The statutory provisions of the law on contracts for work and services (Werkvertragsrecht) shall also apply accordingly in the case of acceptance (Abnahme). If we are in default of acceptance, this shall be deemed equivalent to handover or acceptance.

- 5.5 Without our prior written consent, the Supplier is not entitled to have the performance owed by him rendered by third parties (e.g. subcontractors).
- 5.6 If deliveries and services for the provision of which our factory premises must be entered, the Supplier and its employees are obliged to comply with our factory regulations. The Supplier must ensure that this is also observed by his other vicarious agents.

## 6. Export control and customs, Supplier's declarations, proof of origin

- 6.1 The Supplier is obliged to inform us in his business documents about any licensing requirements for (re-)exports of his delivered goods according to German, European, US export and customs regulations as well as the export and customs regulations of the country of origin of his goods. For this purpose, the Supplier shall at least provide the following data in its offers, order confirmations and invoices for the relevant items of goods and shall provide us with the following documents immediately and unso- licited free of charge:
- Export restrictions in accordance with the Dual-Use Regulation (Regulation (EC) No. 428/2009 in its current version) or in accordance with the annex "Export List" (Ausfuhrliste) of the German Foreign Trade and Payments Regulation (AWV - Außenwirtschaftsverordnung),
  - the Export Control Classification Number (ECCN) according to the U.S. Commerce Control List (if the goods are subject to the U.S. Export Administration Regulations - EAR-)
  - the statistical goods number (statistische Warennummer) according to the current nomenclature of goods for external trade statistics,
  - the country of origin (non-preferential origin), and

e, Supplier declarations on preferential origin (in the case of deliveries from Germany and countries of the European Union).

- 6.2 If the Supplier delivers goods to us that are subject to export control, he is obliged to provide us immediately with all further documents and information necessary for the application for a permit.
- 6.3 The Supplier shall indemnify us against all costs and claims of third parties which arise as a result of incorrect, incomplete or faulty documents or statements of origin.
- 6.4 The Supplier is responsible for obtaining or procuring all necessary official export licences, authorisations, consents and releases at his own expense and in good time to ensure that the goods are delivered on time.

## 7. Prices and terms of payment

- 7.1 Unless otherwise agreed, the agreed prices are fixed prices and include freight, packaging and other ancillary costs regarding the delivery to the receiving point/delivery address named by us. Price increases, for whatever reason, will only be recognised by us - even in the case of permanent delivery contracts - if an express agreement has been made to this effect. All prices include statutory value added tax, unless statutory value added tax is declared separately.
- 7.2 Unless otherwise agreed in individual cases, the price shall include all services and ancillary services of the Supplier (e.g. assembly, installation) as well as all incidental costs (e.g. proper packaging, transport costs including any transport and liability insurance, travel costs, provision of tools, allowances). The Supplier must take back packaging material at our request.
- 7.3 Invoices are to be sent to the headquarters of our administration in Sinsheim immediately after dispatch of the goods, separately for each order and stating the order number. Invoices must comply with the requirements of § 14 UStG.
- 7.4 Payments shall be made - unless otherwise agreed - within 14 days of delivery and performance and receipt of invoice with a 3% discount (Skonto). The cash discount is deducted from the invoice amount including statutory value ad-





ded tax. The periods shall commence upon receipt of the invoice or, if the delivery or service arrives after the invoice, upon handover/acceptance of the delivery or service without objection, but under no circumstances before the agreed date of receipt of the goods. In the case of bank transfer, payment shall be deemed to have been made on time if our bank receives our transfer order before the payment deadline; we shall not be responsible for delays caused by the banks involved in the payment process.

- 7.5 The default interest rate (Verzugszins) shall be 5 percentage points above the base interest rate per annum. The statutory provisions shall apply to the occurrence of our default.
- 7.6 We are entitled to set-off and retention rights (Aufrechnungs- und Zurückbehaltungsrechte) as well as the defence of non-performance of the contract (Einrede des nicht erfüllten Vertrags) to the extent permitted by law. In particular, we are entitled to withhold due payments as long as we still have claims against the Supplier arising from incomplete or defective deliveries or services.

## 8. Reservation of title

- 8.1 We accept the simple retention of title (einfacher Eigentumsvorbehalt) for the deliveries made by the Supplier. This excludes all other forms of retention of title, in particular the extended, the forwarded and the extended retention of title for further processing (erweiterter, weitergeleiteter und der auf die Weiterverarbeitung verlängerte Eigentumsvorbehalt). Other forms of security shall only apply with our express consent.
- 8.2 Any processing, mixing or combination (further processing; Weiterverarbeitung) by the Supplier of provided objects is carried out for us. The same shall apply in the event of further processing of the delivery by us, so that we shall be deemed to be the manufacturer (Hersteller) and shall acquire ownership of the product in accordance with the statutory provisions at the latest upon further processing.

## 9. Claims for defects - assertion (Geltendmachung) and limitation period (Verjährung)

- 9.1 The commercial obligations to inspect and give notice of defects are subject to the statutory provisions (§§ 377, 381 HGB), with the following provisions: Our obligation to inspect is limited to defects which are or become apparent during our incoming goods inspection by external examination (Wareneingangskontrolle) including the delivery documents as well as during our quality control in a random sampling procedure (e.g. transport damage, wrong and short delivery). If acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the normal course of business, taking into account the circumstances of the individual case.
- 9.2 The notice of defects shall be deemed to have been given immediately and in good time if it is sent to the Supplier within 7 working days after the delivery has been handed over at the destination specified by us or, in the case of hidden defects, within 10 working days after the defect has been discovered. If the Supplier has fraudulently concealed the defects of the goods, he cannot invoke a missing notice of defect.
- 9.3 In the event of material defects and defects of title in the deliveries and services (including incorrect and short deliveries as well as improper assembly, defective assembly, operating or operating instructions) and other breaches of contractual duty by the Supplier, we shall be entitled to the statutory claims for defects in full. In any case, we are entitled to demand that the Supplier remedies the defect or delivers a replacement (Mangelbeseitigung oder Ersatzlieferung), at our discretion. In this case, the Supplier shall bear the expenses necessary for the purpose of remedying the defect or delivering a replacement. If the Supplier does not or only insufficiently comply with the remedy of defects or replacement delivery (Nachbesserung oder Nachlieferung) within a reasonable period of time or if an immediate remedy of defects is necessary for urgent reasons, we may have the defects rectified at the Supplier's expense or make covering purchases at the Supplier's expense. We expressly reserve the right to damages (Schadenersatz), in particular the right to claim damages in lieu of performance (Schadenersatz statt der Leistung).



- 9.4 The Supplier is liable in particular for ensuring that the delivered goods have the agreed quality (vereinbarte Beschaffenheit) at the time of transfer of risk (Gefahrübergang). In any event, product descriptions which - in particular by designation or reference in our order - are the subject matter of the respective contract or which have been incorporated into the contract in the same way as our Conditions of Purchase shall be deemed to be an agreement on quality. The deliveries and services must comply with the state of the art (Stand der Technik) applicable at the time of delivery or foreseeable in the future as well as other statutory protection provisions, technical test regulations and accident prevention regulations. In particular, DIN-standards must be observed. Furthermore, the Supplier is responsible for the quality of the materials used, the professional design and execution of the deliveries and services provided by him.
- 9.5 The claims for defects (Mängelansprüche) to which we are entitled shall be limited by limitation periods as follows (Verjährung):
- a service on a building or a work, the success of which consists in the provision of planning and/or supervision services for it, in 6 years from acceptance of the work (Abnahme);
  - an item which has been used for a building in accordance with its normal use and has caused its defectiveness, within 6 years from delivery (Übergabe);
  - otherwise in 3 years from delivery or acceptance of the service.
- 9.6 If the Supplier fulfils his obligation of subsequent performance by means of a replacement delivery, the limitation period for the goods delivered as replacement shall start anew after their delivery, unless the supplier has expressly and appropriately reserved the right to make the replacement delivery only as a gesture of goodwill, to avoid disputes or in the interest of the continuation of the supply relationship.
- 9.7 For goods whose handling is not or not yet generally known, assembly and/or operating instructions are to be sent separately and without special request at the latest together with the delivery, quoting our order number, otherwise the supplier shall be liable for all damage that

would not have occurred if these documents had been available.

## 10. Industrial property rights, secrecy

- 10.1 The Supplier warrants that no domestic or foreign industrial property rights of third parties are infringed in connection with his delivery and service. In the event of an infringement of industrial property rights, the Supplier must indemnify us against all claims that third parties may make against us. In addition, the Supplier is obliged to reimburse us for all expenses necessary in this connection in the event of a claim against us.
- 10.2 All order documents as well as drawings, models, samples etc. remain our property and may not be passed on to third parties or otherwise used by the Supplier for his own purposes without our express consent. They must be secured against unauthorised inspection or use and, unless otherwise agreed, must be returned to us in proper condition at the latest upon delivery. There is no right of retention; this also applies to copies. The documents are to be kept secret from third parties, even after termination of the contract. The obligation to maintain secrecy shall not expire until and insofar as the knowledge contained in the documents provided has become generally known.
- 10.3 All technical data and other commercial and technical details not in the public domain that become known to the Supplier through the business relationship with us must be kept secret by the Supplier. They may only be used for the execution of orders for us and may only be made accessible to those employees whose involvement is necessary for the execution of the work.
- 10.4 If tools, drawings or other means of production are produced by the Supplier on our behalf and at our expense, it is agreed that these items become our property immediately after production. In the event of only partial cost sharing, we shall acquire co-ownership in proportion to the share of costs. The Supplier is revocably entitled to keep these objects in safekeeping for us free of charge and with care. We shall receive all copyrights to these objects for exclusive use. We shall agree with the Supplier on the specific conditions of the transfer of the copyright usage rights. The Supplier is not entitled to use these



objects beyond the scope of the order without our consent. The Supplier will mark these items in such a way that our ownership is also documented to third parties.

- 10.5 Subcontractors and subsuppliers shall be obligated accordingly.
- 10.6 Suppliers may only advertise the business relationship with our prior written consent.

## 11. Producer liability, quality assurance

- 11.1 If a claim is made against us on the basis of product liability regulations due to a product defect or if we suffer damage in any other way in connection with the delivery of a defective product, in particular through recall, the Supplier must indemnify us from all claims that third parties assert against us due to the product defect, insofar as the damage is based on a defect in the delivery or service for which the Supplier is responsible/at fault (vom Lieferanten zu vertretende Mängel).
- 11.2 The aforementioned indemnification claim also includes the costs of a recall action (Rückrufaktion) - even if only as a precautionary measure. In order to secure the indemnification obligation assumed, the supplier is obliged - insofar as this is technically possible - to mark the items delivered by him in such a way that they can be permanently identified as his products.
- 11.3 The Supplier shall provide a quality assurance system that is suitable in terms of its type and scope and is in line with the state of the art (Stand der Technik), and shall document all relevant data. In the event of a product liability claim, the Supplier is obliged to provide us with the relevant documentation and records.
- 11.4 The Supplier must take out and maintain product liability insurance with a lump sum coverage of at least EUR 5 million per personal injury and property damage. This must be presented to us upon request. If we are entitled to further claims for damages, these shall remain unaffected.

## 12. Prohibition of assignment

The Supplier is not entitled to transfer rights from the contracts concluded with us to third parties without our consent.

## 13. Minimum wage

- 13.1 Insofar as the Supplier has its place of business in Germany, it is obliged to comply with the provisions of the Minimum Wage Act, in particular to pay the statutory minimum wage and to fulfil its obligation to pay taxes and social security contributions and to provide evidence of this to us on request.
- 13.2 If the Supplier, after our consent, commissions a third party (e.g. subcontractor), this third party must also fulfil its legal obligations to pay the statutory minimum wage as well as taxes and social security contributions and fulfil the necessary requirements under trade law. The Supplier is obliged to check at regular intervals that the third party complies with the legal requirements and to document this. Upon request, the Supplier will present these documents to us for inspection. In the event of a violation of the provisions of the Minimum Wages Act, the Supplier is obliged to indemnify us from all claims that third parties may assert against us due to this violation and to reimburse us for all necessary expenses incurred in this regard.

## 14. REACH regulation, RoHS directive

- 14.1 The Supplier assures to comply with the requirements of the EC Regulation 1907/2006/EC (hereinafter referred to as "REACH Regulation") and the EC Directive 2011/65/EU (hereinafter referred to as "RoHS Directive") including all current amendments in the version valid at the time of delivery and to fulfil all obligations which affect a supplier under the REACH Regulation and the RoHS Directive.
- 14.2 The Supplier shall provide us with a safety data sheet in accordance with Article 31 REACH Regulation. In addition, the Supplier shall be obliged to inform us without being asked and without delay prior to a delivery if a substance within the meaning of Articles 57 to 59 of the REACH Regulation ("substance of very high concern") is contained in a mass concentration of more than 0.1 percent in a product to be delivered or in the packaging of a product. The supplier shall name the individual substances and shall inform us of the mass percentage as precisely as possible.
- 14.3 The Supplier warrants that all goods comply with the requirements of the RoHS Directive in



its current version and will confirm RoHS conformity to us in writing.

- 14.4 Suppliers supplying and delivering goods from outside the European Union to the European Union undertake to carry out the necessary registrations for products referred to in Title II of REACH and to appoint an "Only Representative" in accordance with Article 8 of REACH who will fulfil the obligations of an importer arising from Title II of REACH. In the event of a change of the Only Representative or cessation of his activities, the Supplier shall inform us immediately.

other law. In the event of any dispute concerning the wording and interpretation of the English version of the General Terms and Conditions of Purchase, the German version as well as the interpretation according to German law shall prevail.

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## 15 Place of jurisdiction, place of performance and applicable law

- 15.1 German law shall apply exclusively; the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws rules applicable in Germany shall be excluded.
- 15.2 The place of performance for all obligations arising from the contracts concluded by us with the supplier is Sinsheim, unless otherwise specified.
- 15.3 For our contracts with suppliers who are based in EU countries, Switzerland, Norway or Iceland:  
Exclusive place of jurisdiction is the Regional Court of Heidelberg (Landgericht Heidelberg). However, we are also entitled to sue the supplier at his place of business.
- 15.4 The following applies to our contracts with suppliers who have their registered office in countries other than the EU states, Switzerland, Norway and Iceland:  
All disputes arising from or in connection with deliveries and services provided by us shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with these Rules. The seat of the arbitration court is Sinsheim. The arbitration proceedings shall be conducted in the German language.
- 15.5 The language of the General Terms and Conditions of Purchase is German. Insofar as the English version contains German terms in brackets, these terms shall have the meaning under German law without recourse to English or

