



Terms and Conditions of Purchase

of FKN FASSADEN GmbH & Co. KG,
Kirchensaller Straße 36, 74632 Neuenstein/Germany

§ 1 General terms and conditions and scope

- (1) The conditions that govern the placing of orders by FKN shall be based exclusively on these Terms and Conditions of Purchase; FKN shall not acknowledge any terms of the Seller that conflict with or differ from these Terms and Conditions, even if FKN fails to explicitly contradict them or unreservedly takes receipt of the delivery. These Terms and Conditions of Purchase shall also apply to all future transactions with the Seller.
- (2) All agreements between FKN and the Seller shall require the written form (Section 126b BGB [German Civil Code]). This shall also apply to any amendments to or cancellation of this clause.
- (3) These Terms and Conditions of Purchase shall apply to companies as defined in Sections 14, 310 (1) BGB [German Civil Code].

§ 2 Offer and related documents

- (1) Orders placed by FKN may be finalised in writing (Section 126b BGB [German Civil Code]), unless otherwise specified in the order placed by FKN, FKN shall be bound to the order for 10 (ten) working days from the date of on which the order was placed.
- (2) Within one week of receiving the order, the Seller undertakes to confirm the order in writing and confirm the binding delivery deadline.
- (3) FKN shall retain title and copyrights to documents relating to the offer, e.g. illustrations, drawings, calculations and other documents. These shall not be made available to third parties without explicit written consent from FKN. They are for the sole purpose for the production based on the order placed by FKN and shall be automatically returned to FKN once the order has been processed.
- (4) Tools provided by FKN to the Seller or tools manufactured by the Seller or by third parties for contractual purposes shall remain the property of FKN or shall become the property of FKN no later than after full payment has been made. The Seller shall clearly label such goods as the property of FKN, store them with due care and attention, secure them against potential damage, provide adequate insurance cover and use them solely for purposes of the contract. The Seller shall now assign all claims for indemnification from the aforementioned insurance; FKN herewith accepts this assignment. The use of tools to process orders from third parties is not permitted.



§ 3 Prices and terms of payment

- (1) The prices indicated in the order shall be net plus VAT and are fixed prices. Any subsequent claims due to amended volumes are excluded. Transport and packaging costs up to the shipping address, customs duties and other ancillary costs are included in the prices. The delivery notes shall be attached. The return of packaging shall be subject to a separate agreement.
- (2) Order confirmations, notices of dispatch, consignment notes, invoices and all correspondence must state the FKN order number.
- (3) Unless otherwise agreed, the purchase price shall be payable within 30 (thirty) days with a 3% discount or within 60 (sixty) days after receiving the invoice. Payment shall be made either by crossed cheque or by transfer. The day of dispatch/transfer shall determine the due date of payment.
- (4) FKN shall be entitled to offset and retain payments to the extent stipulated by law.

§ 4 Delivery deadline and late delivery

- (1) The delivery deadlines stated in the order are binding. If no delivery deadline is specified, delivery shall be immediate.
- (2) The Seller shall inform FKN immediately in writing if circumstances arise or become evident that will impede compliance with the agreed delivery deadline or - if no delivery deadline is specified – with the immediate delivery of the order.
- (3) In the event of a delay in delivery, FKN shall be entitled to the statutory legal claims. FKN shall be entitled to request compensation for damages in place of performance if the set period of grace passes fruitlessly and shall have the right to withdraw from the contract. Should FKN request damages, the Seller is entitled to provide evidence that he was not liable for the breach of obligation.
- (4) If the Seller defaults, FKN shall be entitled - in addition to further statutory claims - to request a lump sum payment as compensation for damages incurred from the default amounting to 0.2% of the net price of the delayed goods for each calendar day after the due date. The total payment however shall not exceed 5% of the net price of the delayed goods.

§ 5 Transfer of risk and quality

- (1) Unless otherwise agreed in writing, delivery shall be free domicile. The Seller shall take out a transport insurance policy at his own cost.
- (2) The danger of accidental loss and accidental deterioration of items ordered shall only pass to FKN upon the handover of the delivery at the place of performance.
- (3) The Seller shall comply with the specifications of the REACH Regulation and therefore take the appropriate measures to check the materials and preliminary products used to produce the contractual products. The quality and condition of the contractual products shall be compliant with REACH.



- (4) The Seller guarantees that the goods comply with all public law regulations at the time of the transfer of risk.

§ 6 Inspection for defects and liability

- (1) FKN shall examine the goods within an appropriate period of time for any discrepancies in quality and quantity; any objections shall be deemed reported in a timely manner if the Seller receives them within a period of 10 (ten) working days following receipt of the goods or, for concealed defects, upon the discovery thereof.
- (2) The statutory warranty claims are entitled to FKN without limitation. FKN is entitled to demand, at its own discretion, the elimination of the defect or the delivery of a defect-free item. Claims for damages, in particular damages in place of performance, remain expressly reserved for FKN.
- (3) In the event of imminent danger or in circumstances of specific urgency, FKN shall be entitled to remedy the defect itself at the expense of the Seller.
- (4) The general limitation period for claims arising from material defects and defects of title shall be 3 years from the date of the transfer of risk. However, if the goods are such that are used for a building in accordance with their customary use and cause the building to be defective (building material), the period of limitation shall be 5 years and 6 months from the date of the delivery of the goods at the place of performance.
- (5) A notice of defect reported within the warranty period shall suspend the period of warranty on behalf of the Seller. The suspension shall only terminate 3 (three) months after the Seller has definitively rejected his obligation to meet the claims in writing.
- (6) For delivered parts that could not be operational during the inspection of the defect and/or the elimination of such, the warranty period shall be extended by the period of the interruption of business. For repaired or replaced parts, the warranty period shall recommence at this point in time beyond the statutory period of suspension.

§ 7 Retention of title

Ownership of the delivered goods shall pass directly to FKN upon their transfer to FKN.

§ 8 Product liability, indemnity and liability insurance

- (1) Insofar as the Seller is responsible for product damage, it shall hold FKN harmless for third-party claims for damages at first request, insofar as the origin of the damage lies within its own sphere of control and organisation and is liable within the external relationship itself. In this respect, the Seller is also obliged to refund any disbursements derived from or in connection with a recall action implemented by FKN. As far as possible and reasonable, FKN shall inform the Seller prior to conducting any such action and enable the Seller to state his own position. Other statutory claims shall remain unaffected.



- (2) The Seller shall maintain a product liability insurance policy with an insured sum of at least €3 million per personal injury/property damage; should FKN be entitled to further claims for compensation, such claims shall remain unaffected.

- (3) The Seller shall carry out the appropriate quality assurance in accordance with state-of-the-art technology and shall provide evidence thereof to FKN upon request.

§ 9 Parts and materials provided

The Seller shall be liable for the destruction, loss and damage to any parts and materials provided. Should the Seller fail to process the parts provided in accordance with the contractual obligations, the Seller shall refund the costs of the processed parts provided, their procurement and the value of the contractual product, irrespective of other claims.

§10 Environmental protection / occupational safety

- (1) FKN and the entire FKN Group are committed to environmental protection and have complied with the provisions of the Eco-Management and Audit Scheme (EMAS) environmental management system.
- (2) The following documents are published on the Internet page <http://www.fkn-gruppe.de> under the heading Environmental Management:
 - 1.) Environmental policy
 - 2.) Environmental declaration
 - 3.) EMAS registration certificate
 - 4.) Environmental management system certification in accordance with ISO 14001:2009
- (3) FKN also expects its suppliers to act proactively to protect the environment, and will take these aspects into account when choosing its suppliers and during the supplier evaluation at the end of the year.
- (4) The employees of the Seller shall comply with the following conditions:
 - 1.) Compliance with the general occupational safety regulations, and the correct handling of all tools and hazardous substances. The Seller's employees must have access to the relevant sources of information (safety data sheets, operating instructions, etc.) and to the necessary protective equipment. The corresponding instructions must be documented.
 - 2.) Provide evidence of an adequate qualification for the activities to be carried out.
 - 3.) In the event of activities of specific danger, suitable persons must be employed technically and personally. A qualified member of the Seller's personnel must be deployed to supervise the safety measures.
 - 4.) The equipment used in the workstations must comply with the relevant statutory provisions and accident prevention regulations. The required examinations must be demonstrated to FKN upon request.
 - 5.) The operational equipment and materials of FKN may only be used by the Seller if expressly stipulated in the contract.
 - 6.) Any hazards arising from the execution of the order must be defined prior to the start of the activities and the necessary measures to remedy such should be stipulated in writing.



- 7.) The employees of the Seller are only permitted access to areas in the company in which they are performing their contractually agreed duties.
- (5) The Seller shall be liable to FKN for damage arising from non-compliance by employees or third parties with the relevant health and safety regulations.

§11 Non-disclosure

- (1) The Seller shall treat the terms of the order and all information, documents, drawings, models, sample tools, production resources and other items available for this purpose as confidential. This confidentiality shall persist after termination of the contract unless FKN has specified otherwise and has provided its written consent.
- (2) The Seller shall make no mention of his business relationship with FKN in any promotional material, advertising, brochures etc. without the prior written consent of FKN.

§12 Third-party property rights

- (1) The Seller guarantees and assures that no third-party rights have been breached by his supply of goods.
- (2) At first request, the Seller shall hold FKN and its customers harmless from third-party claims and shall bear all costs incurred by FKN in this respect.
- (3) The limitation period shall be 10 (ten) years from the date of the conclusion of the contract.

§13 Place of jurisdiction, place of performance, applicable law and severability

- (1) The place of jurisdiction shall be the registered office of FKN in 74632 Neuenstein. FKN shall, however, be entitled to bring an action against the Seller at a court of law with jurisdiction at the Seller's local court.
- (2) Unless otherwise stated in the order, the registered office of FKN shall be the place of performance.
- (3) All contracts between FKN and the Seller shall be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- (4) Should any individual provisions of these Terms and Conditions of Purchase be invalid, the remaining provisions shall be unaffected. Insofar as these Terms and Conditions of Purchase contain regulatory loopholes, the legally effective provisions shall be deemed to have been agreed to remedy the loophole that the contracting parties would have negotiated within the scope of the contractual objectives and the purpose of these Terms and Conditions of Purchase had they been aware of such loophole.



§14 Data protection

(1) We collect, process and use personal data insofar as this is necessary for the provision of our services.

(2) A passing on of personal data to third parties does not take place in principle, unless this is necessary for the provision of the services.

(3) Our employees have been obliged by us to secrecy and compliance with data protection regulations in accordance with § 5 BDSG. (From 25.05.18: Commitment to confidentiality.)

(4) You have the right to free information about your stored personal data, their origin and recipients and the purpose of data processing as well as a right to correction, blocking or deletion of these data at any time. You can contact our data protection officer (datenschutz@fkn-gruppe.de) at any time if you have any further questions on the subject of personal data.

For detailed information on the handling of your data (in accordance with Art. 13, 14 and 21 GDPR), please refer to the document **FKN_Data protection information for clients.pdf**, which you can obtain from our website www.fkn-gruppe.de in the Download Center.