

General Purchase Conditions

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1. General

- 1.1 These General Terms of Purchase apply to all our present and future inquiries and purchase orders as well as to all present and future delivery contracts and other agreements relating to purchase orders concluded with the supplier. We herewith object to any terms of the supplier, even in the event that they are conveyed to us by a letter of confirmation or by other means or that we accept the Supplier's delivery or services without again objecting to such supplier's terms.
- 1.2 Verbal ancillary agreements, deviations from these Terms of Purchase as well as supplements to or exclusions of these Terms of Purchase must be expressly confirmed in writing by the management of our purchasing department. This shall also apply for waivers of this written form requirement. The written form requirement shall also be deemed to be observed in case of transmittal by way of telecommunications (including e-mail).

2. Inquiries, Quotes, Documents accompanying Quotes and Visits of the Supplier, Orders

- 2.1 Our inquiries are not binding. Order number and date must always be stated in any and all correspondence.
- 2.2 Quotes submitted by the supplier are free of charge to us and not considered binding.
- 2.3 Visits and the preparation of plans, drawings, expert opinions and the like shall not be reimbursed without express written agreement to that effect.

3. Inspections, Using Sub-Contractors for machinery and equipment

- 3.1 When ordering machinery or equipment, which must be manufactured, we are entitled to inspect the execution of the order at the supplier and his sub-contractors at any time after prior announcement. The supplier must commit his sub-contractors to that effect. The supplier shall furnish necessary assists and services at no cost to us.
- 3.2 If the supplier does not manufacture the significant part of the order at his own plant, he must communicate this to us immediately prior to start of manufacture to obtain our agreement.

4. Delivery Time, Contract Penalty

- 4.1 Agreed dates and time periods for deliveries and services shall be binding. Upon exceeding the agreed delivery or service time the supplier shall be in default irrespective of any reminder from us, unless delivery or performance is delayed for reasons for which the supplier is not responsible.
- 4.2 If circumstances arise which might endanger timely delivery at the agreed date, the supplier must inform us immediately stating reasons and estimated time of delay. This announcement does not negate late delivery.
- 4.3 Unconditional acceptance of goods or performances delivered too late does not represent a waiver of our rights to be exercised in case of late delivery.
- 4.4 If a contract penalty has been agreed, we are entitled to demand payment of the forfeited contract penalty even though we have not reserved this entitlement at acceptance; however, the claim for payment of contract penalty must be submitted no later than at the time of final payment.

5. Price

- 5.1 If not expressly agreed otherwise, prices are considered fixed prices, free our plant of destination or free the receiving location determined by us and include packaging, freight insurance from house to house and other expenses.

6. Shipping

- 6.1 Our shipping instructions must be carefully followed by the supplier. If not directed otherwise, the shipping method most favorable to us shall be exercised.
- 6.2 Part shipments are allowed following our express consent only. Our right to demand part shipments, however, remains unchanged.
- 6.3 The supplier is liable for the suitability of the packing materials used as well as complying with legal identification regulations.

7. Place of Performance

- 7.1 Place of performance for deliveries and performances of both parties with the exception of our payments is the receiving plant or location specified by us; in lack of such specification, the place of performance is the seat of the respective purchasing company. Place of performance for our payments shall be Wertheim am Main.
- 7.2 The supplier shall bear the risk regarding deliveries and performances until arrival of the delivery resp. performance at the above mentioned place of performance.

8. Defects, Release from Liabilities arising from Producer and Product Liability, Liability Insurance

- 8.1 The supplier is responsible also for compliance with communicated performance and consumption values as well as emission and immission values and that the deliveries and performances are state-of-the-art and in compliance with the applicable job safety and accident prevention regulations as well as the European Guidelines (e.g. CE). On request, we shall furnish the supplier with the job safety and accident prevention standards applicable to us. Approvals of supplier drawings and calculations granted by us do not limit the supplier's defect warranty.
- 8.2 Notice of defects which are detectable following a correct inspection of the materials after delivery must be submitted within one month after delivery; other defects must

be submitted by us within 2 weeks after detection.

- 8.3 Warranty rights for defects, which are known at acceptance, are still not excluded, even if we do not declare a respective reservation upon acceptance.
- 8.4 If a quality defect becomes apparent within six months after the transfer of risk, it shall be assumed that the defect already existed at risk transfer unless this assumption cannot be reconciled with the nature of the object or the defect in question.
- 8.5 Should the supplier not clear up the defect or deliver defect-free goods within a reasonable time period set by us, we are entitled to remedy the defect ourselves or have it remedied by a third party at the supplier's costs. Any and all legal rights regarding defects including the right of recourse remain untouched.
- 8.6 Statute of limitations for defects is 2 (two) years except where statutory limitation periods are longer. Statutory provisions regarding suspension, suspension of expiry and recommencement of limitation periods remain untouched.
- 8.7 The supplier must release us from possible producer's or product liabilities towards third parties insofar as the supplier is responsible for the product fault initiating the liability.
- 8.8 The supplier is obligated to conclude a product liability insurance with suitable coverage for each personal and property damage case.

9. Industrial Property Rights

- 9.1 The supplier has the liability to ensure that patents or other rights of third parties are not infringed by the supply, use or operation of the quoted equipment, material and performances.

10. Invoices, Payment

- 10.1 The invoice must not accompany the shipments but must be mailed to us immediately following the shipment's dispatch, one separate invoice for each purchase order, 2fold, including complete statement of purchase order data. The invoice duplicate must be clearly identified as such.
- 10.2 If not agreed otherwise, payments shall become due within 60 days after receipt of invoice and goods; if we initiate payment within 21 days after receipt of invoice and material, we are entitled to a 3% discount.
- 10.3 Interest from the due date (*Fälligkeit*szinsen) shall be excluded.

11. Secrecy

- 11.1 All statements, drawings, designs, samples, models, etc. which we provided to the supplier for the manufacture of an object of delivery remain our intellectual property and may not be used, copied or made available to third parties. Same applies to drawings prepared by the supplier according to our instructions. The supplier must consider the purchase order and related tasks as trade secrets and treat them accordingly. He is liable for any and all damages arising from any infringements of our property and industrial property rights. All documents made available to the supplier to include duplicates and/or copies must be returned to us without prompting within 14 days after order completion. A supplier's right of retainment is consequently excluded.

12. Promotion/Advertisement

- 12.1 Promoting or advertising our mutual business relations is permitted with our written consent only.

13. Molds, Tools, Devices

- 13.1 Molds, tools and the like which were partly or completely manufactured at our expense become our property. These must be carefully maintained by the supplier, ready for use at any time, and ready to be released to us should it be necessary. The supplier must clearly identify that such objects are our property. Scrapping of such objects is subject to our prior consent.

14. Supplier's Set-Off and Retention Right, Assignment

- 14.1 The supplier has the right to offset only regarding claims, which are undisputed, non-appealable or ready for decision. The supplier has the right of retention only for these demands, which are undisputed, non-appealable or ready for decision resulting from the same contract with us.
- 14.2 Assignments of supplier demands towards us are expressly excluded; §354a Commercial Code remains untouched.

15. Liability

- 15.1 We shall be liable pursuant to the legal provisions for any damages arising from intent (*Vorsatz*) or gross negligence by our statutory representatives or senior staff (*leitende Angestellte*) as well as for personal injury. In the case of intent or gross negligence by any ordinary agent employed in our performance (*einfache Erfüllungsgehilfen*) and in case of a slightly negligent infringement of significant contractual commitments which are indispensable to achieve the contract subject and on the strict compliance with which the supplier must place complete trust, we shall be liable in accordance with relevant legal provisions and limited to such damages the type and scope of which were foreseeable to us at contract conclusion. Regarding delayed payment this shall include the legal default interest rate. This set aside, damages claims of the supplier for direct or indirect damages regardless of the legal nature to include possible damages claims because of infringement of pre-contract commitments and tortuous claims are excluded.
- 15.2 The liability limits stated in this clause 15 also apply to any possible liability of our legal representatives, senior staff and our other agents employed in our performance (*Erfüllungsgehilfen*) towards the supplier.
- 15.3 If the supplier is entitled to demand reimbursement of expenses instead of damages in lieu of performance pursuant to the statutory provisions, the liability limits as per clauses 15.1 and 15.2, above, shall also apply to such claim for reimbursement.

16. Applicable Law, Venue of Jurisdiction

- 16.1 Applicable law shall be the law of the Federal Republic of Germany excluding the provisions of the United Nations Convention on the International Sale of Goods.
- 16.2 In case the supplier is a merchant (*Kaufmann*), a legal entity of public law (*juristische Person des öffentlichen Rechts*) or a public-sector special fund (*öffentlich-rechtliches Sondervermögen*), the domicile of the respective purchasing company shall be the exclusive venue of jurisdiction for all direct or indirect disputes resulting from the contractual relationship, however, we may elect instead to bring any such dispute

before any other court that has jurisdiction pursuant to the law.

17. Data Protection

- 17.1 Data pertaining to our supplier shall be electronically stored and process insofar as this is necessary for the correct processing of contractual relations.