

- 1. General.** Only the following conditions of purchase apply to all our orders, transactions and delivery requests, differing conditions shall not apply (even if we don't expressly contradict them). Amendments and additions as well as differing conditions of sale and supply require our prior written consent. The acceptance of deliveries and services shall not constitute consent to differing conditions of sale and supply of our suppliers.
- 2. Orders.** Orders, transactions and delivery requests as well as amendments/additions must be in writing; data transmission via telecommunications and EDP printouts are valid without signature, particularly from the Order Center in Poland. If the supplier does not accept the order within 2 weeks after receipt, we shall be entitled to annul these. Delivery requests shall be binding if the supplier does not reject them within 5 days.
- 3. Delivery.** The punctuality of deliveries shall be determined by the time of arrival at the reception point stipulated by us; the punctuality of deliveries with setup/assembly and services by the time of acceptance. We must be informed without delay and our decision obtained if a delivery or service will be delayed and/or is not of the quality laid down in the contract. Acceptance of a delayed delivery/service does not constitute a waiver on claims for damages.
- 4. Force majeure.** Industrial disputes and other instances of force majeure shall entitle us to demand reasonable revision of the contract or an exemption from our obligation to take delivery.
- 5. Price, delivery, transfer of risk.** In the absence of any other agreement, prices are free at our delivery point (DDP – Delivery Duty Paid, Incoterms 2010), including packaging. We decide on the mode of transportation. As far as is possible and permitted, we will undertake the disposal of waste packing materials, and charge these costs to the supplier. The supplier shall otherwise regularly collect packing from us at his own cost, as agreed. The transfer of risk takes place at the reception point specified by us.
- 6. Payment.** In the absence of any other agreement, payment shall be made after 60 days net without any discount. The payment period shall commence as soon as the delivery or service has been completed in its entirety (and - for services - formally accepted by us) and we have received the properly formulated invoice. Payment does not indicate acceptance of the delivery or service as being in accordance with the contract. Invoice duplicates should be marked as duplicates.
- 7. Warranty.** Acceptance of goods shall be subject to examination for correctness and suitability. Obvious defects shall be reported within 3 weeks of receipt of delivery/service; concealed defects immediately after identification. The statutory warranty periods of §§ 438, 634a BGB shall apply; the warranty period for production components shall commence with the delivery of the BSH-appliance to the end-customer (but in no event later than 12 months after transfer of risk to BSH), in all other cases with the transfer of risk/formal acceptance of service. The supplier shall guarantee against defects for the period of the guarantee such that we are entitled to request, at our discretion, either replacement delivery, rectification of defects or a reasonable price reduction, regardless of our other legal rights. The supplier shall bear any necessary costs if overall control measures exceed usual goods inward control measures, due to faulty deliveries. In emergencies (e.g. to avoid production breakdowns) we shall be entitled to rectify the defects identified ourselves, at the supplier's expense and without limit of time. The supplier shall bear the costs and risk of returning defective delivery items. The claims referred to above shall become statute-barred according to the provisions of §§ 195, 199 BGB. Deliveries have to be made in accordance with the European Union Regulation 2002/95/EC and Directive 2011/65/EC after the end of the time allowed for implementation ("RoHS") regarding the restriction of the use of certain hazardous substances in electrical and electronic equipment as well as in accordance with Art. 59 (1) and Art. 33 of Regulation (EC) No. 1907/2006 ("REACH"). Moreover, hazardous substances must be indicated and their conformity confirmed using the BSH-Declaration List (<http://www.bsh-group.com/index.php?download=3020&file=4187790993>) or in another form if requested by BSH.
- 8. Intellectual property.** The supplier shall guarantee that the delivery items are free from third-party rights. He shall in particular indemnify us against third-party claims in respect of intellectual property infringements. If we and/or our customers are prohibited from manufacturing and/or supplying due to intellectual property infringements, the supplier shall compensate us for any damages which have arisen from this and either acquire a license from the holder of the intellectual property rights or take back the goods supplied.
- 9. Product liability.** The supplier shall accept product liability in connexion with defects of products delivered by him. He shall bear all costs and expenditure resulting therefrom, including costs of a possible lawsuit or necessary repair/recall actions and shall take out adequate product liability insurance.
- 10. Provision of materials.** Materials or parts provided by us shall remain our property. They may only be used as agreed. The processing of materials and the assembling of parts is carried out on our behalf. It has been agreed that we shall be joint owners of products that have been produced using our materials and parts, according to the value of the materials supplied relative to the value of the total product, which in this respect our supplier stores on our behalf.
- 11. Tools, forms, patterns etc.** Tools, forms, patterns, models, profiles, drawings, test requirements, standard specifications, templates and training material provided by us, along with items subsequently manufactured, may neither be passed on to third parties without our written consent, nor be used for purposes other than in accordance with the contract. They shall be secured against unauthorized inspection and use. We shall be entitled to demand their return, subject to further rights, if the supplier breaches these duties.
- 12. Confidentiality.** Insofar as it is not in the public domain or legitimately known to the supplier in other ways, the supplier shall not make any information obtained from us available to third parties, during or after our business relationship, and shall only use it for the implementation of orders that have been placed. Products manufactured according to our designs, such as drawings and models, or our confidential specifications or tools (including tools manufactured under license), may neither be used by the supplier himself, nor offered or supplied to third parties. This also applies analogously to printing orders.
- 13. Foreign trade clause.** The Supplier is obliged to inform BSH in writing of any duties to obtain a permit to (re-)export the Products in accordance with applicable national, European, US export and customs regulations as well as the export and customs regulations of the country of origin of the Products. For this purpose, the Supplier must make all the relevant information available to BSH. This includes without limitation: (i) all applicable export list numbers; (ii) where the Products are covered by the U.S. Export Control Administration Regulations, the Export Control Classification Number (ECCN) of the U.S. Commerce Control List; (iii) The commodity code according to the current commodity classification for foreign trade statistics and the HS Code (Harmonized System); (iv) the statement of origin (non-preferential origin) of each Product; (v) the suppliers' declaration in respect of preferential origin for suppliers from the European Union (if requested by BSH); (vi) Preferential certificates for non-European suppliers (if requested by BSH). At BSH's request the Supplier is obliged to provide all further foreign trade data relating to the Products and their components in writing and to inform about all changes to the above data in writing without undue delay (before delivery of Products affected by such changes).
- 14. Corporate Social Responsibility.** The supplier undertakes to comply with the applicable laws of all relevant jurisdictions, not to tolerate any kind of corruption or bribery and to obey the fundamental rights of its employees and the prohibition of child labor. Furthermore, the supplier shall assume responsibility for its employees' health and safety at work, care for fair wages and working hours, comply with the applicable environment protection laws and use its best efforts to ask and encourage its suppliers to comply with these principles.
- 15. Replacement parts for discontinued batch requirements.** The supplier undertakes to supply us with replacement parts at fair market prices for a period of at least 7 years after the end of the serial production of the final products manufactured by BSH with the Products ("EOP"). The replacement parts thus appropriated are also Products within the meaning of this conditions. We are entitled to purchase from the Supplier within a period of six months after the EOP a number of the Products fixed by BSH at its discretion on this conditions and at the prices of the serial production ("Interim Stocking up"). For the period after the end of these seven years BSH seeks a final replacement stock. Spare parts can also be supplied from current production with our consent. Consent will only be given if we do not incur any additional expenditure and there is no reduction in quality. After EOP the delivery of replacement parts must be made to a replacement parts warehouse named by BSH.
- 16. Assignment of accounts receivable.** Assignment of accounts receivable shall only be permitted with our written consent.
- 17. Court of jurisdiction, applicable law.** If the supplier is a registered trader, the court of jurisdiction shall be either, at our discretion, the location from which the order is issued, or Munich. The contract shall be subject to the law of the Federal Republic of Germany, excluding its conflict of laws provisions. Application of the Hague unified sale of goods laws, the unified UN sale of goods law or other conventions relating to the law on the purchase of goods, is excluded.