

## Purchase Conditions, Jowat SE

### 1. General Terms—Scope of Application

- 1.1 Our Purchase Conditions apply exclusively; we do not acknowledge any terms of the Supplier which differ from or conflict with our Purchase Conditions, unless we have expressly confirmed their application in writing. Our Purchase Conditions also apply if we accept the Supplier's delivery unreservedly despite knowing of the Supplier's contradictory or deviating conditions.
- 1.2 All agreements made between us and the Supplier for performance of this contract are to be put into writing within this contract.
- 1.3 Our Purchase Conditions apply only to companies, legal entities under public law and/or special funds under public law as defined in Section 310(1) BGB (Civil Code of Germany).
- 1.4 Our Purchase Conditions also apply to all future business transactions with the Supplier.

### 2. Quotation—Quotation Documents

- 2.1 The Supplier is obliged to accept our order within two weeks after receipt. Any order confirmation received after that period or deviating from the order is deemed to be a new offer and has to be accepted by us in writing. Our silence cannot under any circumstances be deemed to constitute an acknowledgment of an order confirmation deviating in content.
- 2.2 We reserve all rights of ownership and copyright to all illustrations, drawings, calculations and other documents we have supplied. These may not be forwarded to third parties without our express written consent. They are to be used exclusively for performance of the contract; upon completion of the order, the Supplier shall return these without any request being necessary and without undue delay. They are to be treated as confidential with regard to third parties, this applies also after expiry of this contract; the obligation to maintain secrecy expires only if and insofar as the know-how contained in these illustrations, drawings, calculations and other documents has become public knowledge.

### 3. Price—Terms of Payment

- 3.1 Each price for supply quoted in the order is a fixed price and is therefore subject to no subsequent changes.
- 3.2 Unless otherwise agreed in writing, the price covers supply, including packaging. The Supplier is to choose a suitable packaging material for each of the goods. In the case of culpable violation of this obligation, all costs incurred, especially replacement of damaged goods, additional freight costs or disposal, are borne by the Supplier. Any return of packaging material is subject to specific prior agreement.
- 3.3 Our prices do not include the statutory rate of VAT.
- 3.4 We are not able to process invoices unless these indicate the order number—in accordance with the specifications in our order—and have been sent in form of a PDF document to the following e-mail address: incominginvoice-dt@jowat.de. Any consequences for non-compliance with this obligation are to be borne by the Supplier, unless he proves that he is not at fault.
- 3.5 Unless otherwise agreed in writing, we shall make payments with 3% discount if made within 14 days of goods entry and receipt of invoice, or net (without deductions) within 30 days of goods entry and receipt of invoice.
- 3.6 The statutory regulations apply in case of default on payment.
- 3.7 We have set-off and retention rights to the extent permitted by statutory regulations.

### 4. Deliveries

- 4.1 The date of delivery indicated in the order is binding.
- 4.2 The Supplier is obliged to inform us in writing and without undue delay if any circumstances occur or come to his knowledge which result in non-compliance with the agreed date of delivery.
- 4.3 If the Supplier exceeds the deadline for supply, we are entitled to demand a flat rate late penalty in the amount of 1% of the net price per full calendar week, but not exceeding 5%; we reserve the right to bring further claims in accordance with the statutory regulations. We also reserve the right to prove that a higher damage has been caused. The Supplier is entitled to prove to us that no damage, or a much lower damage than claimed by us, has been caused by the delay.

### 5. Transfer of Risk—Documents

- 5.1 Unless otherwise agreed in writing, the intra-Community Supply is made DAP Detmold (Incoterms 2020). If imported from a third country, the Supply is made DDP Detmold (Incoterms 2020), unless otherwise agreed in writing.
- 5.2 The Supplier is obliged to specify our exact order number on all supply papers and delivery notes; in case he omits this, we cannot be held responsible for delay in processing.

### 6. Liability for Defects

- 6.1 The Supplier ensures that the goods supplied by him
  - (i) meet the specifications, samples, drawings and other requirements for them;
  - (ii) are free of defects (especially in regard to construction, manufacture and material);
  - (iii) meet the latest state of science and technology and all applicable statutory regulations, especially safety regulations;
  - (iv) are fit for the intended purpose; and
  - (v) meet the requirements under the EC Regulation 1907/2006 (REACH). This means especially that substances contained in the goods have been pre-registered and/or registered by the supplier or his suppliers.

- 6.2 We are obliged to inspect the goods for possible non-compliance with the specifications concerning quality and quantity, within a reasonable period of time. Any complaint is deemed within due time if received by the Supplier within 5 workdays after goods entry, or after discovery of the defect in case of hidden defects.
- 6.3 We are entitled to the statutory liability claims in full; in any case we are entitled at our discretion either to demand remedy of the defect, or delivery of a new and flawless product. We expressly reserve the right to demand compensation, especially compensation in lieu of performance.
- 6.4 We are entitled to remedy the defect at the expense of the Supplier if, due to special urgency (e.g. to prevent injury to a person or damage to property), it is no longer possible to give the Supplier opportunity to remedy the defect.
- 6.5 The period of limitation is 36 months, calculated from the transfer of risk.

### 7. Product Liability

- 7.1 To the extent that a Supplier is responsible for a product defect, he is obliged to indemnify us against third-party claims for damages upon first request, if the cause for these damages lie within his authority and organization and if he is himself liable with respect to third parties.
- 7.2 Under his liability for damages as defined under (7.1), the Supplier is also obliged to reimburse any expenses according to § 683 and § 670 BGB (German Civil Code), which result from, or in connection with, any product recall action carried out by us. This includes also costs incurred by Jowat SE for availing itself of legal assistance or otherwise arising in connection with the averting of product liability claims. We shall inform the Supplier on content and scope of the recall actions necessary—as far as possible and equitable—and we shall give him an opportunity to state his position. All other statutory claims remain unaffected.

### 8. Intellectual Property Rights

- 8.1 The Supplier guarantees that in connection with his supply, no statutory rights of third parties within the Federal Republic of Germany are infringed upon.
- 8.2 If a third party asserts a claim against us due to such an infringement, the Supplier is obliged to indemnify us from these claims, upon first written request by us.
- 8.3 This obligation to indemnify us also applies to any expenses which may necessarily result from the claims from a third party or in connection with these claims.
- 8.4 The period of limitation is ten years, dating from formation of contract.

### 9. Applicable Law—Place of Performance—Choice of Law

- 9.1 If the Supplier is a registered merchant, a legal entity under public law or special fund under public law, any dispute shall be settled in the courts of our place of business; we are, however, entitled to bring an action against the Supplier at the courts of his place of business or at the place of fulfilment of the supply obligation.
- 9.2 Unless otherwise stated in the order confirmation, place of performance is our place of business.
- 9.3 The laws of the Federal Republic of Germany shall apply with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG).

(The present document is a translation of the German Purchase Conditions dated March 2022. In case of dispute, the original German document applies.)



**Jowat SE**  
Ernst-Hilker-Straße 10-14  
32758 Detmold · Germany