

Terms and Conditions of Purchase

1. General

- 1.1 Our orders are placed on the following terms. The supplier shall acknowledge these terms as binding for the present contract, at the latest with the commencement of the execution of the contract.
- 1.2 Any terms and conditions of business on the part of the supplier, shall only apply if we have expressly agreed to their validity in writing. These Terms and Conditions shall also apply, if we are aware of conflicting or deviating terms and conditions of purchase and still accept a delivery without reservation.
- 1.3 All agreements deviating from these Terms and Conditions reached between us and the supplier regarding the fulfillment of the contract shall be put down in writing in the contract and in the order.
- 1.4 We shall be entitled to cancel the order without cost on our part if the supplier does not confirm the order without changes within two weeks of its receipt by the supplier.
- 1.5 These Terms and Conditions shall also apply to all future business and contracts with the supplier.

2. Dispatch and transfer of risk

- 2.1 Delivery is to be made to the destination specified by us and on the delivery date mentioned in the order. Unless otherwise agreed, the supplier shall bear the costs of forwarding and packaging. The supplier shall bear any additional costs for faster transportation necessary to meet a delivery deadline.
- 2.2 Where agreed prices are quoted ex works or from the warehouse of the supplier, goods are to be dispatched in each case at the lowest cost unless we have prescribed a particular mode of transportation.
- 2.3 The supplied goods shall be delivered packed in so far as by their nature they require packaging for transportation. The packaging must be safe for transportation and must comply both with the applicable terms of carriage for the mode of transportation chosen and with any statutory packaging instructions or those given in our order. Packaging materials (returnable packs) shall only be returned by us if they are recognizable as returnable from the owner's printed details. The supplier shall bear any additional costs caused by violation of forwarding and packaging instructions.
- 2.4 The good shall travel at the risk of the supplier until they reach their point of destination, unless they are transported by means of our own vehicles or by a carrier determined by us. If the consignment arrives at its destination in damaged packaging, or is handed over in damaged packaging to our driver or a carrier determined by us, we shall be entitled to refuse the consignment without checking the contents. Should it be necessary to return the consignment, the costs shall be borne by the supplier.
- 2.5 Each delivery shall be accompanied by a delivery note detailing the product designation given in our order as well as the order and product numbers.
- 2.6 The supplier guarantees that his deliveries comply with the provisions of the Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH). The substances included in the supplier's products are, as far as required under REACH, pre-registered or registered after expiry of the transition period respectively, unless the substance is exempted from registration. The supplier is obliged to meet the information obligations and other obligations laid down in REACH. The supplier is in particular obliged to provide us with the Material Safety Data Sheets according to REACH, respectively the information required under Art. 32 REACH and to provide us on request the information according to Art. 33 REACH.

3. Acceptance of Delivery and Delivery Time

- 3.1 Acceptance of delivered goods shall be made in each case without prejudice to assertion of any rights, particularly those rights pertaining to defective goods or delayed delivery.
- 3.2 In case of a foreseeable exceedance of the agreed delivery deadline or agreed delivery date, the supplier has to inform us immediately about the expected duration of the delay, irrespective of his other obligations. The timely delivery depends on the receipt at the destination indicated by us.
- 3.3 If for circumstances beyond our control it becomes impossible or considerably difficult to accept delivery, we shall be entitled to postpone accepting delivery for as long as such circumstances prevail. Such circumstances shall include in particular all interventions on the part of a higher authority affecting the course of our operations, or the processing, sale or other use of goods. This includes import and export restrictions; events caused by force majeure such as natural events, such as damage by fire or water; shortage of raw materials or means of transport; disruptions to our business; interruption to or restriction of power supplies; and any other circumstances leading to a stoppage in, or considerable restriction to, our production. In the event that these conditions prevail for longer than four weeks, then the supplier shall be entitled to cancel the contract should we continue to refuse to accept delivery of the goods. Any further claims shall be excluded to the extent permitted by law.

4. Prices and Payment

- 4.1 The prices displayed in the order shall be fixed prices. They shall include all expenses related to the delivery and performance by the supplier, unless otherwise agreed.
- 4.2 Upon delivery of the goods the corresponding invoice detailing our order number, and an exact list of the contents and their weights and, according to § 11 UStG, all requested statements are to be sent separately as a simple copy. Invoices with false/incorrect or missing statements will basically not be accepted and for corrections or additions returned to the sender. The time/grace period for a claim of any discount deductions will not start until the receipt of a complete invoice.
- 4.3. Unless otherwise agreed, payment shall be made within sixty days after receipt of the goods and invoice.

4.4 Payment or set-off does not indicate recognition of delivery or performance. In the case of bad or incomplete delivery and/or performance we are entitled, regardless of our further rights, to withhold payments of claims from our business relations to a reasonable extent until effective fulfillment.

4.5. In no case shall the term of payment commence before the agreed delivery date.

5. Safety and environmental protection

The deliveries and performances of the supplier must comply with legal regulations, especially regarding safety and environmental protection

6. Import and export regulations, tariffs

6.1 Imported goods are to be delivered duty paid. The supplier is obliged to issue the applicable movement certificates (such as EUR.1, EUR-MED.AT.R, Form A, invoice declarations within GSP, etc), to provide declarations and information at his own expenses, to allow screenings of the customs authority and to provide official confirmations.

6.2 The supplier is obliged to inform in detail and in writing about any license requirements for (re)exports under Austrian or European export law and about customs regulations in the country of origin of the goods. The supplier is obliged, at its own cost, to provide any required explanations and information, to permit an investigation by the customs authority and to provide any official declarations and other documents required for import customs clearance. Any delays caused by missing or insufficient declarations, information or documents of the supplier shall be borne by the supplier.

7. Guarantee

7.1 The supplier shall guarantee that the goods delivered have the properties provided for in the contract, that they comply with the relevant legal provisions and the recognized principles of technology. The supplier shall further guarantee, that the design and composition of the delivered goods have not been changed by comparison with previous consignments of the same kind that were free from defects, unless changes of this kind have been agreed with us before the conclusion of the contract.

7.2. Obvious defects (especially packaging damages) will be reprimanded by us within appropriate time, whereas a period of one week from delivery to the destination specified by us (forwarding address in accordance with forwarding code number) shall be considered as appropriate in any case. Hidden defects will be reprimanded by us within appropriate time, whereas a period of one week from discovery of the defects shall be considered as appropriate in any case. In the case of an agreement of quality assurance we are only obliged to random examination. To maintain our rights it is sufficient to send off the notice of defects on time.

7.3 In the case of bad performance we shall be entitled to ask for remediation of the defect (remediation) or delivery of items free of defects (substitute delivery/replacement).

7.4 In case the remediation or substitute delivery by the supplier is impossible or fails, or the supplier refuses the remediation/substitute delivery, or remediation/substitute delivery is not carried out by the supplier in a reasonable time, or is associated with a disproportionate high effort for the supplier, or such remedies would be associated with considerable difficulties on our part (e.g. due to great urgency, risk of operational safety or impending occurrence of disproportionate damage), or is unreasonable due to good reason on account of the supplier, there shall be no need to set a deadline and/or the supplier shall not be entitled to a (further) attempt of remediation/substitute delivery.

7.5 In the cases specified under point 7.4 we are entitled to demand price reduction or, provided that it is not a minor defect, to withdraw from the contract.

7.6 In case the defect has been caused by the supplier we are also entitled to demand compensation for damages. In so far as the supplier only renders a partially defective service, we shall be entitled to warranty claims or compensation for damages in lieu of the performance, alternatively regarding the defective part or for the whole contract.

7.7 If the defects are to be remedied by the supplier, the faulty goods shall be placed at his disposal either at the place they were at when the defect was discovered or, at our discretion, at their place of destination (see point 2.1 above). If the defect cannot be remedied immediately, the supplier shall undertake to collect the goods and subsequently return them to that same place at his own costs. A substitute delivery shall occur at the place of destination (see point 2.1 above).The costs of remedying any defects or of a substitute delivery shall be borne by the supplier. The warranty period shall be suspended for the time it takes to remedy the defects.

8. Manufacturing aids

8.1. All manufacturing aids such as designs, drawings, models, samples, measuring and testing equipment, delivery and testing instructions, printer's copy etc., and also tools lent by us to the supplier to enable him to carry out the order, shall remain our property; all trademark rights, copyrights and other intellectual property rights stay with us. Our tools are to be insured and maintained reasonably by the supplier.

8.2 Manufacturing aids made by the supplier to satisfy the order and charged to us shall become our property from the time of manufacture. Until they are surrendered they shall be kept for us by the supplier free of charge. The provisions of point 10.2 apply *mutatis mutandis*.

8.3 The above-mentioned manufacturing aids, objects therewith manufactured and confidential information in that relation, shall not be used for other purposes, duplicated or passed on to and/or made known to third parties without our consent in writing. They are to be secured against unauthorized inspection or use. The supplier shall return them to us without being asked when the business relation has ended, when they are no longer required to complete the delivery and/or service and/or when we have not expressly given permission for the supplier to retain them.

9. Product liability, insurance

9.1 As far as the supplier is liable for a product defect, he is obliged to fully release us from claims of damages from third parties at first demand, if the cause is within his own realm and organizational area and he would be liable versus third parties himself.

9.2 The supplier shall have product liability insurance with an amount of at least 5 million euro insured as a lump sum for each personal or property damage until the end of the limitation period of potential claims; in case we are entitled to further claims for damages they shall remain unaffected.

9.3 The supplier shall furthermore conclude sufficient personal liability insurance at his own costs for damages that could be caused in relation with this contract by his legal representatives, executive employees or any other assistants

9.4 The supplier gives proof of the insurance (personal and product liability insurance) on demand.

10. Property rights

10.1 The supplier shall guarantee that the delivered goods and/or their use does not infringe upon any intellectual property rights or other rights of third parties. Where such rights do exist the supplier shall, irrespective of his or our knowledge, compensate us for any damage arising therefrom. In addition, the supplier shall undertake to indemnify us against any claims of third parties arising from intellectual property rights.

10.2 The supplier transfers to us all transferable intellectual property rights and rights of use to the delivered goods. As far as a full transfer is not possible, the supplier grants us a comprehensive, irrevocable, permanent, global, unlimited right of utilization, modification, translation and sublicensing. Details regarding the transfer of intellectual property rights and rights of use will be agreed upon in a separate agreement.

11. Retention of title

Title shall pass to us after payment. Any extended Retention of title shall be excluded.

12. Place of performance

The place of delivery shall be the place where the risk is transferred (place of destination – see point 2.1 above); the place of payment shall be Vienna.

13. Confidentiality/ Secrecy

13.1 The supplier shall consider the enquiry, the order, the contract, all related performances as well as all information related to the performance of this contract, especially of technical and commercial nature as business secrets and treat them with confidentiality. Towards third parties they shall only be disclosed with our express consent. In such case the supplier shall impose the confidentiality agreement to the third party. The obligation of confidentiality remains after the fulfillment or the failure of this contract.

13.2 Information that has become public by other way than breach of this confidentiality agreement and information which the supplier is forced to disclose due to mandatory legal provisions are exempted from the obligation to maintain secrecy.

14. Place of jurisdiction and legal competence

14.1 For disputes arising from or in connection with this contract the place of jurisdiction shall be the competent court at the registered office of Beiersdorf Ges mbH. We shall, however, be entitled at our discretion to bring an action against the supplier at another admissible place of jurisdiction.

14.2 This contract shall be governed by Austrian law under exclusion of UN law on sale of goods (CISG) and conflict of law regulations.