

# **General Conditions of Purchase**

## **Kandem Leuchten GmbH**

### **1. Scope**

1.1 The following general terms and conditions apply exclusively to all suppliers for all business transactions. They shall also apply to all future contracts, even if they are no longer mentioned separately. Contrary to, or deviating from, these Terms and Conditions of the Supplier, in particular its terms of delivery shall not be recognized, unless Kandem Leuchten GmbH had expressly consented to their validity in writing. The terms and conditions of the Kandem Leuchten GmbH shall also apply if the supplier accepts deliveries from Contractor contrary to or deviating from these General Terms and Conditions.

1.2 The terms and conditions of Kandem Leuchten GmbH shall apply exclusively to contractors, legal entities of public law and public special funds.

### **2. Order**

2.1 Any order issued by Kandem Leuchten GmbH will be only in writing. Oral or telephone orders by persons without representation power are only binding for Kandem Leuchten GmbH, if they have subsequently confirmed this in writing - also by e-mail or fax.

2.2 The acceptance of orders of Kandem Leuchten GmbH shall be confirmed by the supplier in writing within 3 working days from the date of the order. Otherwise Kandem Leuchten GmbH is entitled to revoke the order.

2.3 The quantity specified in the order letter is binding. Any additional quantities are not reimbursed, even if these are due to production technology, must be explicitly stated in the written order confirmation to be issued by the supplier.

### **3. Ownership of documents, Confidentiality**

3.1 In the event that Kandem Leuchten GmbH leaves documents to the supplier in the course of the offer preparation, it reserves the ownership of these documents expressly. The documents are to be returned immediately without special request after the order has been executed or in the event that the order is not placed.

3.2 The supplier undertakes to treat all documents and information received from Kandem Leuchten GmbH, which he has received from Kandem Leuchten GmbH, or in connection with the execution of the order, strictly confidential even after the end of the order, even if he has not to execute the order.

3.3 The supplier has to ensure that the employees involved in the execution of the order or third parties commissioned by him fulfill the above obligation of secrecy.

#### **4. Delivery times; Transfer of risk; Place of fulfillment; delay in delivery**

4.1 Agreed dates and deadlines are binding. The beginning of delivery dates is the date of the order. Within the delivery period or until the delivery date, the ordered goods must have arrived at the delivery address indicated by Kandem Leuchten GmbH. The supplier of the Kandem Leuchten GmbH must immediately notify the supplier of a delay in delivery, which is to be feared.

4.2 Before expiry of the agreed delivery date, Kandem Leuchten GmbH is not obliged to accept the ordered goods, in particular to accept partial deliveries.

4.3 Delivery shall be made by the supplier at his expenses and risks to the specified point of receipt, which is the place of performance. If, in individual cases, the cost of the delivery has to be borne by Kandem Leuchten GmbH, the Supplier shall choose the type of transport prescribed by Kandem Leuchten GmbH, otherwise the most favorable transport and delivery method for Kandem Leuchten GmbH. The package is included in the price. If, in exceptional cases, something else is agreed, the packaging must be calculated at the cost price. The Supplier shall choose the packaging prescribed by Kandem Leuchten GmbH and ensure that the packaging is protected against damage.

4.4 The risk shall only pass to Kandem Leuchten GmbH upon transfer to the delivery address (see no. 4.3).

4.5 If the supplier does not comply with his obligation to deliver within the delivery period or the agreed delivery date, he shall be in default without warning.

4.6 In the event of default, Kandem Leuchten GmbH is entitled to demand lump-sum delays for 0.5% of the net order value of the delivery per working day of the delay, but no more than 10% of the net order value of the delivery. The Supplier shall be entitled to prove that the Kandem Leuchten GmbH has suffered no or a significantly lesser loss because of the delay. Kandem Leuchten GmbH is entitled to prove a higher damage.

4.7 If the Kandem Leuchten GmbH provides the supplier with a reasonable period for the provision of services and runs this fruitlessly, Kandem Leuchten GmbH is entitled to demand damages in lieu of performance or replacement of futile expenses and withdraw from the contract.

#### **5. Documentation**

5.1 Delivery notes and packing slip must be attached in duplicate to each consignment. These documents must contain the following information:

- (A) Number of the order
- (B) Quantity and unit of measure (number of pieces and m<sup>2</sup>)
- (C) Gross, net and, where applicable, calculation weight
- (D) Article number and article number
- (E) Statistical identification number

5.2 The invoice has to be sent separately and with the order number to the indicated invoice address.

## **6. Force majeure**

Events of force majeure release Kandem Leuchten GmbH for the duration of its existence from the duty to timely acceptance of the delivery. The force majeure is equal to all circumstances which are not attributable to Kandem Leuchten GmbH and which render the fulfillment of the contract impossible or unacceptable.

## **7. Prices; terms of payment**

7.1 The agreed prices are fixed prices.

7.2 Settlement of the invoice shall be made within 20 days, subject to a discount of 3%, within 45 days with deduction of 2% discount or net within 60 days.

7.3 The corresponding order number, item number, delivery quantity and delivery address of Kandem Leuchten GmbH must be stated in all order confirmations, delivery documents and invoices. Should one or more of these details be missing or be faulty, and the processing by Kandem Leuchten GmbH may be delayed as a result of the normal course of business, the payment periods specified in Section 7.2 shall be extended by the period of the delay.

7.4 The supplier is only entitled to assign claims against third parties to third parties if Kandem Leuchten GmbH is authorized in writing.

## **8. Guarantee of defects; Restraint control**

8.1 The obligation of Kandem Leuchten GmbH to examine the goods and the delivery quantity begins, even if the goods have already passed into their possession or property or are handed over to our freight forwarder, freight forwarder or other agent, only when the goods are received at the receiving station (cf 4.3) has been received. Notification of defects shall be made in good time, if Kandem Leuchten GmbH notifies the latter within five working days after discovery of the defect. On the other hand - in the case of an agreed direct delivery to the customer of the Kandem Leuchten GmbH (the so-called route business) - immediately after the timely notification of the customer at the Kandem Leuchten GmbH. The customer of the Kandem Leuchten GmbH is also entitled to the complaint directly against the supplier. The payment of the invoice amount does not constitute a waiver of the right to prosecution.

8.2 Kandem Leuchten GmbH shall comply with its obligation to inspect the goods by performing samples of the delivered goods. The shape and scope of these samples are determined by the nature of the goods delivered.

8.3 If it is found that deliveries were defective at the time of the transfer of risk or if an insufficient quantity was delivered, the Supplier shall initially provide the warranty for defects of the goods at the choice of the Kandem Leuchten GmbH by means of subsequent improvement or replacement delivery (so-called Nacherfüllung).

8.4 If the delivered goods are not only minor, or if too small quantity has been delivered, Kandem Leuchten GmbH may withdraw from the purchase contract, if the Supplier has previously been given a reasonable period for subsequent performance. The deadline can be dispensed with in the following cases:

- (A) if the supplier seriously and definitively refuses the supplementary performance,
- (B) if an immediate (partial) withdrawal appears to be justified for special reasons (especially in the case of just-in-time deliveries)
- (C) if it is obvious that the supplementary performance will not take place in an appropriate time,
- (D) if the supplementary performance is impossible,
- (E) if the supplementary performance has failed twice,
- (F) if the improvement is a unreasonable demand for Kandem Leuchten GmbH.

8.5 In lieu of withdrawal, Kandem Leuchten GmbH can reduce the purchase price for any kind of defect, provided that a deadline for supplementary performance has been unsuccessful or was not necessary (see section 8.4).

8.6 In addition to the withdrawal or reduction, Kandem Leuchten GmbH is entitled to demand damages or compensation for its expenses, provided that a deadline for supplementary performance has been unsuccessfully set or was not required (see section 8.4). The supplier of the Kandem Leuchten GmbH has to compensate for damage to the goods other than the delivered goods, regardless of the supplementary performance. The preceding claims do not exist if the supplier is not responsible for the defect.

8.7 Kandem Leuchten GmbH can assert the warranty claims as described in section 8.6 irrespective of the fault of the supplier if and insofar as this has guaranteed a property of the purchase. Such a guarantee is particularly valid if Kandem Leuchten GmbH expressly specifies certain specifications of the ordered goods as guarantee specifications and the supplier confirms the order.

8.8 The warranty period for the above claims is two years. This does not apply if the supplier has maliciously concealed the defect.

8.9 In addition, Kandem Leuchten GmbH is entitled to the statutory warranty claims without restriction.

8.10 In the event that a customer of Kandem Leuchten GmbH has resigned due to the defectiveness of the goods or has reduced the purchase price, Kandem Leuchten GmbH may take recourse to its suppliers in accordance with § 478 BGB (German Civil Code). The supplier shall compensate Kandem Leuchten GmbH for the expenses, which the customer is to bear in proportion to its customer if the defect claimed by the customer had already existed in the transition of the risk to Kandem Leuchten GmbH. The statutory time limit applies to the limitation of the claims for recourse.

## **9. Producer's liability**

For defects in the goods, which are attributable to a fault of the supplier, the latter releases the Kandem Leuchten GmbH from the resulting producer liability to the extent that the latter itself would also be directly liable.

## **10. Industrial property rights**

10.1 The Supplier warrants to Kandem Leuchten GmbH that by its delivery and its utilization by Kandem Leuchten GmbH no patents or other proprietary rights of third parties are infringed. If a third party asserts claims against the Kandem Leuchten GmbH or their customers against the infringement of such industrial property rights, the supplier is obliged to indemnify us or our customers against the exemption. This does not apply if the supplier has produced the delivered goods according to the drawings, models or similar descriptions or arrangements handed over by Kandem Leuchten GmbH and the supplier has no knowledge or has any knowledge of the products manufactured by him. That this infringes industrial property rights.

10.2 The above exemption obligation of the supplier relates to all expenses necessarily incurred by the Kandem Leuchten GmbH from or in connection with the claim by a third party.

## **11. Declaration of Conformity - RoHS and Reach**

11.1 RoHS Compliance. The supplier shall ensure compliance of his products according to the RoHS Directive 2011/65 / EU of the European Parliament. Additionally the supplier shall ensure compliance of his products of the Council of 8 June 2011 on the restriction of the use of hazardous substances in electrical and electronic equipment as well as compliance with the permissible maximum concentration in homogeneous materials in weight percent Cadmium <0.01%, and lead, mercury, hexavalent chromium (Cr6 +), polybrominated biphenyls (PBB) and polybrominated diphenyl ethers (PBDE) <0.1% as set out in Annex II to the Directive.

11.2 Reach conformity. The supplier shall ensure compliance with Directive 1907/2006 / EU and ensure that the products delivered to us are free from substances listed on the candidate list of substances of very high concern at the time of delivery. It ensures that raw materials, chemicals and preparations are approved in accordance with Directive 1907/2006 / EU and its amending ordinances.

11.3 Declaration of conformity: The supplier is obliged to comply with the laws and to take into account relevant standards and the state of the art. For this purpose, he makes the corresponding CE certificates available for his products.

## **12. Kandem Leuchten GmbH Supplier Code**

12.1 Kandem Leuchten GmbH is aware of their social and entrepreneurial responsibility on the international level. Kandem Leuchten GmbH complies with the statutory requirements as well as ethical and moral standards. Kandem Leuchten GmbH is also actively involved in social and cultural projects, aiming to promote sustainable coexistence. For this purpose, Kandem has introduced a Code of Conduct, which contains guidelines for responsible behavior of all employees ([www.dr-fischer-group.com](http://www.dr-fischer-group.com)).

Kandem Leuchten GmbH wants to promote its principles of conduct at all steps of the value chain. Therefore, Kandem Leuchten GmbH expects its suppliers to meet the following minimum standards and to work towards their implementation across the entire supply chain.

These principles include in particular, but not exclusively:

12.2 Respect of human rights. International human rights must be respected and protected.

12.3 Prohibition of child labor. Regulations governing the prohibition of child labor and the respective regulations for the protection of juvenile employees must be complied with.

12.4. Prohibition of forced labor. Any kind of promotion or implementation of forced labor and slavery is prohibited.

12.5 Respect of employee needs. Fundamental employee needs must be respected at all levels and appropriate and necessary actions must be taken to satisfy such needs. This includes, but is not limited to, actions designed to promote occupational health and safety, compliance with minimum wage regulations, freedom of association, and a non-discriminatory work environment.

12.6 Compliance with data protection regulations. Personal and confidential data of employees, customers, suppliers and other stakeholders are highly sensitive. Therefore, these data must be protected in accordance with the applicable data protection regulations and existing non-disclosure agreements.

12.7 Prevention of corruption and bribery. Corruption, bribery and extortion must not be tolerated. Any kind of corruption must be prevented and refrained from in compliance with the United Nations Convention against Corruption and the applicable national legislation. Invitations and gifts must remain within reasonable limits and must not influence business relationships. Any kind of conflicts of interest must be avoided.

12.8 Pro-competitive behavior. The applicable national and international competition laws must be adhered to. In particular, the principles of fair competition and the prohibition of agreements that distort competition must be observed.

12.9 Environmental protection. Environmental regulations and restrictions of hazardous substances must be complied with. Furthermore, actions that are necessary within the scope of global and social responsibility and promote environmental protection in general must be taken.

12.10 Supply chain. The supplier agrees to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct and to comply with the principles of non-discrimination with regard to supplier selection and treatment.

### **13. Avoidance of usage of conflict minerals**

Kandem Leuchten GmbH expects the suppliers to take the necessary measures to prevent the so-called conflict minerals (which are obtained directly or through the acceptance of human rights violations or are suspected of promoting criminal action

13.1 The requirements of Directive 2017/821 / EU shall be complied with

13.2 The claims of the US-American Dodd-Franc-Sec. 1502 are to be observed. In particular, it is necessary to check whether the corresponding minerals are present in the products. If this

is the case, then we are to be informed and an indication of the supply chain up to the name of the melt or mine has to be communicated in the respectively usual form.

#### **14. Applicable Law; Jurisdiction; Other**

14.1 The law of the Federal Republic of Germany applies; the provisions of the UN purchase law are excluded.

14.2 For all disputes arising from the business relationship, Diez is the exclusive court of jurisdiction.

14.3 Modifications and amendments of these General Terms of Business in order to be valid require the written form. The same applies also for cancellation of the requirement for written form itself.

14.4 Kandem Leuchten GmbH reserves the right to audit the compliance with these principles within the scope of customary or contractually agreed supplier audits; suitable persons (e.g. external auditors) will perform the audits. In cases where there are specific grounds for suspecting a violation against these principles, Kandem Leuchten GmbH may, demand that the supplier ceases these violations, provided that these violations are not negligible. If the supplier fails to remedy the violations after expiration of a reasonable period and the violations continue, Kandem Leuchten GmbH may terminate the relevant contract with immediate effect. The supplier will encourage his group entities to accept and implement these principles and to propagate them.

Kandem Leuchten GmbH sees this general term of business and its underlying principles as a continuous improvement process, which requires all parties to make reasonable efforts now and in the future.

14.5 If individual provisions of these General Terms and Conditions of Business be or become ineffective or contain these gaps, the validity of the remaining provisions will not be affected by this. Instead of the remaining provisions, those, which come closest to the meaning and purpose of the remaining provisions, are to be agreed upon. In the case of gaps, the provision, which corresponds to what, would have been agreed on purpose and purpose would have been considered from the outset.

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