

# General Terms and Conditions of Purchase of German Companies in the TWE Group

Our purchase orders and business relationships are subject to the exclusive application of our general terms and conditions of purchase (GToP) between our suppliers and business partners (hereinafter "seller"), if seller is entrepreneur, governmental entity, or special governmental estates in the meaning of sec. 310 para. 1 German Civil Code ("BGB"), and the following companies of the TWE Group:

- 1) **TWE GmbH & Co. KG**, Hollefeldstraße 46, 48282 Emsdetten, AG Steinfurt HRA 7200
- 2) **TWE Group GmbH**, Hollefeldstraße 46, 48282 Emsdetten, AG Steinfurt HRB 4770
- 3) **TWE Vliesstoffwerke GmbH & Co. KG**, Hollefeldstraße 46, 48282 Emsdetten, AG Steinfurt HRA 2902
- 4) **TWE Dierdorf GmbH & Co. KG**, Poststraße 29, 56269 Dierdorf, AG Montabaur HRA 12027
- 5) **TWE Bocholt GmbH & Co. KG**, Händelstraße 2, 46395 Bocholt, AG Coesfeld HRA 8459
- 6) **TWE Creuzburg GmbH**, Bahnhofstr. 78, 99831 Creuzburg/Werra, AG Jena HRB 406227
- 7) **Isowood GmbH**, Breitscheidstr. 156, 07407 Rudolstadt, AG Jena HRB 206692

(referred to singly as a "group company" and together as the "TWE Group")

## § 1 Application

(1) These general terms and conditions of purchase (GToP) shall apply for any and all business relationships between a group company and the relevant supplier („seller“). The GToP shall only apply if seller is acting as an entrepreneur (Section 14 of the German Civil Code, BGB), a legal entity under German public law or a special fund under German public law.

(2) These terms and conditions of purchase shall apply exclusively. Differing or contrary terms shall not apply except if expressly agreed upon in writing. This requirement of approval applies in all cases, for example, even if we order without reservation in the knowledge of seller's business conditions.

(3) The GToP shall apply in particular for contracts regarding sale and purchase of movable goods („goods“), irrespective of whether the goods were produced by seller or purchased from sub-suppliers (Sections 433, 651 of the German Civil Code BGB), but shall also apply for any services performed. These terms and conditions of purchase shall also govern all future transactions between the parties and shall also apply if we accept delivery despite our knowledge of differing or contrary terms.

(4) Declarations and notices of legal significance that the seller must submit to us after conclusion of contract (including but not limited to setting of deadlines, notification of defects and declaration of withdrawal or diminution) require the written form to be effective. Written form shall have the meaning of declaration in writing or in text form (e.g. by mail, e-mail, facsimile etc.). Any statutory form requirement or further proof in case of doubts about the identity of the other party shall remain unaffected.

(5) For the purpose of clarity, it is remarked that the GToP always apply in the relationship solely to the group company as contractual party which concluded a contract in accordance with the regulations contained in § 2. None of the aforesaid group companies is authorised to represent or oblige another group company or the TWE Group as a whole, unless this is explicitly agreed in writing in an individual contract. If several of the TWE Group companies are party to a contract, each company is liable as a partial debtor and not as joint and several debtors. § 427 BGB is expressly excluded.

## § 2 Offer/ Purchase Order, Acceptance

The seller shall accept a purchase order which is regarded as a binding offer to conclude a contract if not explicitly stated otherwise within a reasonable time not exceeding two weeks.

## § 3 Prices, Payment

(1) Prices include delivery DDP to the aforesaid address of the group company concerned (INCOTERMS 2010), the respective statutory VAT and any and all costs for packaging, except as otherwise expressly agreed upon.

(2) The purchase price is due and payable as agreed with the individual purchase order and its acceptance.

## § 4 Offset, Retainer

We reserve all rights to offset or retain payment provided by applicable law.

## § 5 Performance, Delivery

(1) Seller shall not be permitted, unless otherwise agreed upon in writing, to fulfill its obligations by using third parties (e.g. subcontractors) Seller shall bear the risk of procurement unless otherwise agreed upon in writing on a case by case basis (e.g. limitation to stock quantities etc.).

(2) All delivery dates stated in the order or otherwise agreed upon are binding.

(3) The seller shall immediately inform us of any threatening or existing delay in delivery, the reasons for such delay and the anticipated duration of such delay. The foregoing shall not affect the occurrence of a default in delivery.

(4) In case of default in delivery we reserve all rights under applicable law.

## § 6 Passing of Risk, Shipment

The risk of loss or damage to the goods passes to us upon delivery DDP to the aforesaid address of the group company concerned (INCOTERMS 2010).

## § 7 Liability, Warranty

(1) We reserve all rights and remedies for non-conformity provided by applicable law. We are especially entitled, upon our election, to claim remedy of defects, redelivery of conforming goods, and damages.

(2) In case of imminent danger we are entitled, after giving notice to the seller, to remedy the defects at the seller's cost.

(3) Warranty claims shall be time-barred after 36 month of the passing of risk.

## § 8 Product Liability, Insurance

(1) Our statutory rights with regard to claims to supplier's redress (supplier's redress according to §§ 445a, 445b, 478 BGB) shall exist without limitation in parallel to our statutory rights with regard to defective products. In particular we shall be entitled to request sort of subsequent fulfillment that we owe vis-à-vis our own customers on a case-to-case base. Our statutory election rights with regard to subsequent fulfillment (§ 439 para 1 BGB) shall remain unaffected.

(2) Prior to acceptance or fulfillment of a claim regarding defective products, which is brought to us by our customers (including claim for reimbursement of expenses according to §§ 445a para 1, 439 para. 2 and 3 BGB) we will contact you as a seller, summarize the claim of our customer and ask you for a short written statement with regard to such claim. If such written statement is not provided within a reasonable period of time and there is no amicable solution of such claim the acceptance of the claim towards our customer shall be regarded as binding towards you as a seller. Seller may prove that the claim does not exist or is lower than accepted by us.

(3) We explicitly reserve our rights with regards to claims arising out of supplier's redress in case the defected goods were remanufactured, processed, mixed or combined with other goods by us or any other third party enterprise.

(4) The seller shall, upon first demand, indemnify us and hold us harmless from and against any and all liability or claims of third parties based on the manufacture, delivery, storage, or use of the delivered goods. The above indemnification shall not apply if the claim is based on our intentional or grossly negligent breach of duties.

(5) The seller shall, at all times during the term of this contract, maintain product liability insurance with an adequate minimum insurance amount of € 10 Mio. for each single occurrence of personal and € 5 Mio. For each single occurrence of property damage, if not explicitly agreed otherwise. Further damages shall remain unaffected.

## § 9 Warranty of Title

(1) The seller warrants that the goods are free from rights of third parties and that delivery of the goods does not violate any rights of third parties. The seller shall indemnify us, upon first demand, from any claims of third parties in this regard.

(2) Claims based on defect in title shall be time-barred pursuant to § 7 (3) above.

## § 10 Applicable Law, Jurisdiction

(1) This contract shall be governed by the laws of the Federal Republic of Germany (excluding the Convention on Contracts for the International Sale of Goods).

(2) Place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with this contract, except for the case that there is a mandatory exclusive place of jurisdiction under applicable law, shall be Emsdetten, Germany.