

# HÜLLER HILLE

## General Terms and Conditions – Purchase of Goods

Status: 14 May 2020

### Scope

1. These General Terms and Conditions of Purchase apply to all - including future - contracts with Hüller Hille GmbH under which Hüller Hille GmbH purchases goods. Hüller Hille GmbH will not recognise any supplementary, conflicting or deviating Terms and Conditions of the supplier ("**Supplier**") unless Hüller Hille GmbH has expressly agreed to their validity in writing. This shall also apply if Hüller Hille GmbH accepts goods without reservation in the knowledge that the Supplier's Terms and Conditions conflict with or deviate from these General Terms and Conditions of Purchase.
2. These General Terms and Conditions of Purchase shall only apply to companies within the meaning of Section 310 para. 1 of the German Civil Code.
3. Insofar as Hüller Hille GmbH has concluded a framework supply agreement with the Supplier, its validity remains unaffected.

### Supplier's offer / Order / Order Confirmation / Correspondence

4. The request by Hüller Hille GmbH to the Supplier to submit an offer on the basis of the specifications / requirements is not binding on Hüller Hille GmbH. The offer must be made free of charge. Cost estimates will only be remunerated by a separate written agreement.
5. Orders, the conclusion of contracts and delivery schedules and any amendments or additions thereto must be in writing; verbal agreements with personnel shall only be binding if confirmed in writing by Hüller Hille GmbH. The Supplier must confirm the order in writing within ten (10) calendar days of receipt. If the Supplier does not accept the order within ten (10) calendar days of receipt, Hüller Hille GmbH shall be entitled to revoke the order. Delivery schedules shall become binding if the Supplier does not object to them within ten (10) calendar days of receipt.

### Documents, Provisions, Confidentiality

6. Hüller Hille GmbH reserves all property rights, copyrights and other industrial property rights on all illustrations, plans, drawings calculations, execution instructions, product descriptions and other documents ("**Documents**") made available to the Supplier. Documents must be used

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exclusively for the preparation of an offer and/or for carrying out an order from Hüller Hille GmbH. They must be returned to Hüller Hille GmbH immediately or destroyed on the request of Hüller Hille GmbH. The Supplier must inform Hüller Hille GmbH immediately of any impairment of these rights as soon as the Supplier becomes aware of this circumstance.

7. Clause 6 shall also apply to materials, tools, templates, samples and other items for production provided by Hüller Hille GmbH to the Supplier ("**Provided Materials**"). Provided Materials must - as long as they have not been processed - be marked as the property of Hüller Hille GmbH, stored separately and insured to the usual extent against damage, destruction and loss at replacement value at the Supplier's cost. On receipt of the aforementioned items, the Supplier must check them and notify Hüller Hille GmbH immediately in writing of any incorrect or short deliveries and defects.
8. The Supplier is obliged to keep all documents, provisions, information - in particular concerning the type and design of products manufactured by Hüller Hille GmbH and the goods to be supplied by the Supplier as well as their respective prices, concerning internal processes at Hüller Hille GmbH and concerning the other business and trade secrets of Hüller Hille GmbH - whether in embodied, unembodied or digital form ("**know-how**") confidential, even if these have not been expressly designated as secret or confidential, and to use them exclusively for the purpose of preparing an offer or executing the order. The obligation to maintain confidentiality also includes the fact of the respective order and continues to apply indefinitely even after the order has been executed.
9. The Supplier must also impose a corresponding obligation of confidentiality on his employees, external consultants or further assistants. The confidentiality obligation for the Supplier's co-workers must also be imposed on them - to the extent permitted by law - for the time after termination of their employment contract.
10. The Supplier shall only grant access to confidential information to those consultants who are subject to professional secrecy or who have previously been subject to confidentiality obligations which are at least equivalent to the scope described in Clauses 6 to 12 of these General Terms and Conditions of Purchase. Furthermore, the Supplier shall only disclose the know-how to those employees and consultants who need to know this know-how in order to prepare an offer or execute the order.
11. At the request of Hüller Hille GmbH, all know-how originating from Hüller Hille GmbH (including any copies or records made) and any items provided on loan must be returned immediately and in full or irretrievably destroyed upon request.

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12. The Supplier may only refer to business relations with Hüller Hille GmbH in advertising materials and reference lists with the prior written approval of Hüller Hille GmbH.

## Prices / Payments / Set-off

13. The prices agreed with the Supplier are fixed prices and are subject to the applicable statutory value added tax, but include all packaging, transport and other additional costs as well as customs duties, unless expressly agreed otherwise. Subsequent price changes require the written consent of Hüller Hille GmbH. At the request of Hüller Hille GmbH, the Supplier must take back the packaging material at the place of delivery during normal business hours at his own cost. If, in individual cases, a different type of pricing than the above-mentioned is agreed, the agreement on delivery and the place of performance in accordance with Clause 23 shall remain unaffected.
14. Invoices can only be processed by Hüller Hille GmbH and payment periods shall only commence when the order number, the Hüller Hille GmbH article number and the order date are stated in the invoices received by Hüller Hille GmbH; the Supplier is responsible for all consequences arising from non-compliance with this obligation unless the Supplier can prove that he is not responsible for them.
15. Invoices must be sent to Hüller Hille GmbH by mail separately from the goods. Invoices shall state the date of the order and the date of delivery as well as the quantity and description of each packaging unit; 14 shall remain unaffected.
16. Payments on an invoice shall be made subject to the reservation of invoice verification and shall not constitute a recognition of the goods as being in conformity with the contract. Hüller Hille GmbH shall be entitled to rights of set-off and retention, in particular in the event of defective delivery, to the extent permitted by law.
17. Hüller Hille GmbH is not liable to any interest on maturity. The Supplier's claim to payment of interest on arrears remains unaffected. The statutory provisions shall apply to the occurrence of default by Hüller Hille GmbH. However, a reminder from the Supplier is required in all cases.
18. Hüller Hille GmbH is also entitled to pay by cheque or with discountable bills of exchange; all bill and discount charges incurred are to be borne by Hüller Hille GmbH.
19. The Supplier shall only be entitled to set-off and retention rights to the extent that his claim has been legally established, is undisputed or has been acknowledged by Hüller Hille GmbH in writing. Furthermore, the Supplier is entitled to withhold payment because of claims arising from the same contractual relationship, provided that the aforementioned conditions are met.

**Kommentiert [DT1]:** Das war im deutschen Dokument auch gestrichen.

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## **Delivery / Transfer of Risk / Contractual Penalty**

20. The agreed delivery periods run from the date of order and are - just like agreed delivery dates - binding as an essential part of the contract. Compliance with the delivery period or delivery date shall be determined by the date of receipt of the goods, including proper delivery documents, at Hüller Hille GmbH or at the receiving point designated by Hüller Hille GmbH. The Supplier must notify Hüller Hille GmbH immediately in writing of any foreseeable delays in delivery, without prejudice to any consequences arising from such delays.
21. In the event of delay in delivery, Hüller Hille GmbH is entitled to all legal rights. In addition, Hüller Hille GmbH is entitled to demand a contractual penalty of 0.3% of the net price per working day, but in total not more than 5% of the net price of the goods with whose delivery the Supplier is in default. Hüller Hille GmbH may also demand the contractual penalty in addition to performance. Hüller Hille GmbH reserves the right to assert any further claims for damages; the contractual penalty shall be set off against any further claims for damages. Unconditional acceptance of the delayed delivery or service does not constitute a waiver of claims to which Hüller Hille GmbH is entitled as a result. If Hüller Hille GmbH accepts the delayed delivery or service, Hüller Hille GmbH must assert the contractual penalty at the latest with the final payment.
22. Hüller Hille GmbH is entitled to demand the delivery of partial quantities in writing. Otherwise, Hüller Hille GmbH must only accept partial, excess or short deliveries if Hüller Hille GmbH has agreed to this in writing before delivery. If such a delivery is made without prior consent, Hüller Hille GmbH is entitled to arrange for the return of the goods at the Supplier's cost; the Supplier shall indemnify Hüller Hille GmbH against any claims by third parties in this respect.
23. The delivery of the ordered goods, services and any rights of use shall be made to the place of delivery named by Hüller Hille GmbH, i.e. in particular at the risk and cost of the Supplier, if not expressly agreed otherwise. If Hüller Hille GmbH has not specified a place of delivery, delivery will be made to the Hüller Hille GmbH branch that has sent the order as shown on the letterhead at the cost of the Supplier. The respective destination is also the place of performance (obligation to be performed at the place of delivery). The Supplier shall bear the risk of shipment even if Hüller Hille GmbH assumes the costs of shipment. The Supplier must insure the delivery at its own cost against loss and damage during transport. Deviating trade terms which are agreed in individual cases must be interpreted in accordance with the INCOTERMS® in the (latest) version applicable at the time of conclusion of the contract.
24. A separate delivery note must be issued for each delivery. The Supplier is obliged to state the order number, the Hüller Hille GmbH article number and the order date correctly on all shipping

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documents and delivery notes; if he fails to do so, Hüller Hille GmbH is not responsible for delays in processing.

25. If necessary, the Supplier is obliged to provide all documents required for the acceptance, operation, maintenance and repair of the goods (certificates, test reports, factory certificates, drawings, plans, operating instructions, etc.), free of charge in a form that can be reproduced.
26. Deliveries by car, truck or messenger can only be made from Monday to Friday between 08.00 and 15.00. Deliveries outside these times may be refused. Boxes, crates, cartons and parcels must contain accompanying documents according to VDA 4902 including a copy of the delivery note with the order data. Construction and machine components must also be legibly marked with the article number.
27. For the entitlement of delivery weights, the delivery weights shall be determined on a calibrated scale. The weights must be stated in the accompanying documents for all deliveries, in particular for truck deliveries.
28. The Supplier shall not be entitled to have the owed performance provided by third parties without the prior written consent of Hüller Hille GmbH. The Supplier shall bear the procurement risk for his services unless they are custom-made.
29. The Supplier agrees to store the delivery beyond the delivery date agreed with Hüller Hille GmbH and at his own risk if release for shipment, acceptance or acceptance is not possible for reasons for which Hüller Hille GmbH is not responsible. Hüller Hille GmbH will inform the Supplier immediately of the reason for and the expected duration of such an impediment.
30. Unless otherwise agreed, the provisions in Clauses 20 to 30 shall apply mutatis mutandis to deliveries to be made to third parties on behalf of Hüller Hille GmbH. If the Supplier delivers directly to a third party named by Hüller Hille GmbH, Hüller Hille GmbH must also be sent a simple delivery note indicating the gross and net weights determined. The delivery must be accompanied by neutral accompanying documents with the following note: "i. A der Hüller Hille GmbH, Steige 61, 74821 Mosbach.

## **Force Majeure**

31. Force majeure and other events that could not be foreseen at the time the contract was concluded, including war, epidemics, riots, lawful industrial action and strikes, acts of government, shortages of energy and raw materials, traffic and unavoidable disruptions to operations and fire shall release Hüller Hille GmbH from its obligations to perform for the duration of the disruption and the extent of its effects. In the event of an unforeseeable duration, but at

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the earliest 30 days after its occurrence, circumstances within the meaning of sentence 1 of this provision entitle Hüller Hille GmbH to withdraw from the contract in whole or in part without the Supplier being entitled to claim compensation; the same applies if the circumstances mentioned make the execution of the contract permanently uneconomic and it is no longer reasonable for Hüller Hille GmbH to adhere to the contract. Hüller Hille GmbH will inform the Supplier of the occurrence of force majeure or similar events as soon as possible.

## **Change of The Delivery Item or Delivery Date**

32. In the event of a significant change in Hüller Hille GmbH's requirements that was not foreseeable at the time the order was placed, Hüller Hille GmbH is entitled to demand that the item supplied may be modified, provided this is reasonable for the Supplier. In determining what is reasonable, the interests of both Parties to the contract, in particular the effects of this change in terms of additional and reduced costs and delivery dates, must be taken into account appropriately.
33. Hüller Hille GmbH reserves the right to demand the interruption of orders (suspension) or a postponement of the delivery date for urgent operational reasons, provided that this is reasonable for the Supplier taking into account the interests of both parties to the contract. In this case, the Supplier must store the goods in accordance with the product, against theft and possible damage and - with the prior written consent of Hüller Hille GmbH - insure them against damage, destruction or other deterioration at the cost of Hüller Hille GmbH.
34. The costs incurred by the Supplier during the suspension or postponement shall be borne by Hüller Hille GmbH, but not lost profits; the Supplier must provide Hüller Hille GmbH with a detailed description of these costs in advance.

## **Warranty**

35. The Supplier must use only flawless primary material and the most modern, in particular standard-compliant process technologies in the production process. The Supplier undertakes to manufacture products which correspond to the latest state of the art and which are unrestrictedly suitable for the intended purpose. In addition, the Supplier must carry out proper quality assurance together with a thorough outgoing product inspection. At the request of Hüller Hille GmbH, the Supplier must provide evidence of this. If the Supplier has reservations about the type of execution requested by Hüller Hille GmbH, he must inform Hüller Hille GmbH of this immediately in writing.
36. The Supplier guarantees in particular that the applicable regulations and standards of the Association of German Electrical Engineers (VDE), the German Industrial Standard (DIN) or the European Standard and their conditions will be complied with; if deviations from these

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regulations are necessary in individual cases, the Supplier must obtain written consent from Hüller Hille GmbH. The Supplier's warranty obligation shall not be affected by this consent.

37. The Supplier undertakes to supply all deliveries and partial deliveries in the quality and composition required and accepted by Hüller Hille GmbH. This also applies to a sample submitted by the Supplier. The Supplier guarantees that all deliveries and partial deliveries have the quality of the sample.
38. Hüller Hille GmbH only checks the delivered goods for identity and quantity deviations and for obvious transport damage. Deviations that can be detected in this process will be claimed against the Supplier within ten (10) calendar days of receipt of the goods. Hidden defects, i.e. in particular those which could only be detected in the course of processing or use of the delivered products, shall be notified in good time if they are claimed against the Supplier within ten (10) calendar days of their detection.
39. Hüller Hille GmbH is entitled to the full statutory warranty rights. The Supplier shall be entitled to provide one-off subsequent performance at the discretion of Hüller Hille GmbH by either eliminating the defect (rectification of defects) or by supplying a defect-free item (supply of spare parts) - within a reasonable period of time set by Hüller Hille GmbH. If the goods are still defective even after subsequent performance, subsequent performance is deemed to have failed, which entitles Hüller Hille GmbH in particular to withdraw from the contract, to reduce the purchase price and, unless the Supplier proves that he is not at fault, to demand compensation for any damages and futile expenditure.
40. If the Supplier fails to meet its obligation to provide supplementary performance - at Hüller Hille GmbH's discretion by remedying the defect (repair) or by supplying a defect-free item (replacement) within a reasonable period of time set by Hüller Hille GmbH, Hüller Hille GmbH may remedy the defect itself or have it remedied by a third party and demand reimbursement of the necessary expenses or an appropriate advance payment from the Supplier. If subsequent performance by the Supplier has failed or is unreasonable for Hüller Hille GmbH (e.g. because of particular urgency, endangerment of operational safety or the threat of disproportionate damage), no deadline need be set; the Supplier must be informed of this immediately, if possible before the Supplier itself carries out the remedy.
41. The Supplier guarantees that the goods have the agreed quality at the time of transfer of risk to Hüller Hille GmbH. In any event, the product descriptions (namely specifications and/or requirement profiles provided by Hüller Hille GmbH) that - in particular by designation or reference in the relevant order or order confirmation - are the subject of the relevant contract or have been incorporated into the contract in the same way as these General Terms and

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Conditions of Purchase shall be deemed to be an agreement on quality. It makes no difference whether the product description comes from Hüller Hille GmbH, from the Supplier or from the manufacturer.

42. Notwithstanding Section 442 para. 1 sentence 2 of the German Civil Code, Hüller Hille GmbH shall be entitled to claims for defects without restriction even if Hüller Hille GmbH was unaware of the defect at the time the contract was concluded as a result of gross negligence.
43. The costs incurred by the Supplier for the purpose of inspection and rectification of defects shall be borne by the Supplier even if it turns out that there was no defect. Hüller Hille GmbH's liability for damages in the event of unjustified requests to remedy defects shall remain unaffected; however, in this respect Hüller Hille GmbH shall only be liable if Hüller Hille GmbH has recognised or grossly negligently failed to recognise that there was no defect.
44. All deadlines, in particular for subsequent delivery, collection and repair of defective goods at Hüller Hille GmbH, must be confirmed in writing by Hüller Hille GmbH beforehand; if the Supplier does not obtain this confirmation, Clause 22 these General Terms and Conditions of Purchase shall apply accordingly and Hüller Hille GmbH shall not be obliged to surrender goods or to grant the Supplier access to the goods.
45. The Supplier must collect any goods complained of by Hüller Hille GmbH as defective within a reasonable period set by Hüller Hille GmbH. If this does not take place within this period, Clause 22 of these General Conditions of Purchase shall apply accordingly.
46. If the goods supplied are defective, in particular if the goods supplied do not have the agreed product quality or durability, the Supplier must bear all costs incurred for the purpose of determining the cause of the defect and follow up, as well as the costs incurred for the purpose of remedying the defect or supplying a replacement (including those incurred by Hüller Hille GmbH or third parties). Hüller Hille GmbH is entitled to take and use samples of the goods notified by Hüller Hille GmbH as defective for the purpose of providing evidence, provided that the Supplier's interest in the complete return of the defective goods is not unreasonably impaired.

## **Limitation of Warranty Claims**

47. In any case, the regular period of limitation for all warranty claims is 36 months from the transfer of risk, unless a longer warranty period applies by law in individual cases or the Supplier has given a guarantee extending beyond this period. If acceptance has been agreed, the limitation period shall commence upon acceptance.

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48. If the Supplier fulfils his obligation of subsequent performance by means of a replacement delivery and if the defect was not merely minor, the limitation period for the goods delivered as a replacement shall start anew after their delivery, unless the Supplier has expressly and appropriately reserved the right to make the replacement delivery only as a gesture of goodwill or to avoid disputes.

## **Claims for Damages / Product Liability / Exemption / Pre-security Protection**

49. Insofar as the Supplier is obliged to pay damages to Hüller Hille GmbH - irrespective of the legal grounds - he shall be liable for any form of fault, in particular for slight negligence; this shall also apply if he uses vicarious agents or assistants. An exclusion of liability and limitations of liability in terms of amount are not recognised. In the case of liability under the Product Liability Act, the Supplier shall be liable even without fault.
50. If the Supplier is responsible for damage, he must indemnify Hüller Hille GmbH against claims by third parties to the extent that the cause lies within his sphere of control or organisation and he is liable himself in relation to third parties. In this context, the Supplier must also reimburse Hüller Hille GmbH for any expenses - in particular in accordance with Sections 683, 670 of the German Civil Code - arising from or in connection with a warning or recall campaign carried out by Hüller Hille GmbH; Hüller Hille GmbH will inform the Supplier of the content or scope of such campaigns - as far as possible and reasonable - before they are carried out and give the Supplier the opportunity to comment. Further statutory claims remain unaffected.
51. The Supplier is obliged to maintain a product liability insurance policy with a cover sum of at least € 10 million per personal injury and property damage - as a lump sum - which also covers compensation for consequential damage, in particular warning and recall actions, and will provide Hüller Hille GmbH with evidence of this on request; if Hüller Hille GmbH is entitled to claims for damages in excess of this amount, these remain unaffected.
52. If the Supplier infringes the rights of third parties in connection with its delivery, the Supplier is obliged to indemnify Hüller Hille GmbH against any claims made against Hüller Hille GmbH by third parties, unless the Supplier is not at fault; Hüller Hille GmbH is not entitled to make any agreements with the third party - without the Supplier's consent - and in particular not to conclude a settlement. If the use of the delivered goods is prevented by existing third-party property rights, the Supplier is obliged to obtain the consent of the property right holder - for example in the form of a licence - to the intended use of the delivered goods by Hüller Hille GmbH at its own expense or to modify the affected parts of the delivered goods so that the delivered goods can be used without infringing third-party property rights and at the same time comply with the contractual agreements.

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53. The Supplier's obligation to indemnify in accordance with Clauses 50 and 52 relates to all expenses that Hüller Hille GmbH necessarily incurs as a result of or in connection with claims by a third party.
54. The Supplier undertakes to comply with the requirements of the Chemicals Regulation (EC) No. 1907/2006 ("Registration, Evaluation, Authorisation and Restriction of Chemicals", **REACH Regulation**) as amended. In particular, he assures that the registration of the substances has been carried out. Hüller Hille GmbH is not obliged to obtain an authorisation for a product supplied by the supplier within the framework of the REACH regulation.
55. The supplier is obliged to inform Hüller Hille GmbH immediately in writing if the contract products contain substances that are included in the candidate list SVHC ("Substance of Very High Concern"), in Annex XIV or in Annex XVII of the REACH Regulation (as amended). Separate approval by Hüller Hille GmbH is required before delivery of such substances.
56. The supplier shall indemnify Hüller Hille GmbH against any liability in connection with the violation of the REACH regulation or shall compensate Hüller Hille GmbH for any damage incurred by Hüller Hille GmbH as a result of or in connection with the supplier's non-compliance with the REACH regulation.
57. The Supplier shall ensure that the goods to be supplied by him comply without restriction with the requirements of the Directive 2011/65/EU ("Restriction of Hazardous Substances", RoHS 2 Directive) in the currently valid version. Insofar as Hüller Hille GmbH suffers or could suffer damage as a result of a violation of the RoHS directive-relevant regulations, the supplier must compensate Hüller Hille GmbH for the damage or indemnify it against such damage.

## **Reservation of Title / Assignment**

58. The Supplier is entitled to neither an extended nor an expanded reservation of title. Any resale and processing of the item is carried out for Hüller Hille GmbH and is expressly permitted.
59. Any processing, mixing or combination by the Supplier of items provided - in particular tools provided by Hüller Hille GmbH or tools manufactured separately for Hüller Hille GmbH - will be carried out for Hüller Hille GmbH.

If processing, mixing or combination with items that do not belong to Hüller Hille GmbH and to which a third-party right of ownership applies, the Supplier hereby transfers co-ownership of the new item to Hüller Hille GmbH in proportion to the value of the item provided in relation to the value of the other items; Hüller Hille GmbH hereby accepts this transfer.

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If the goods are combined or mixed in such a way that the items belonging to Hüller Hille GmbH are not to be regarded as the main item, the Supplier hereby transfers to Hüller Hille GmbH proportionate co-ownership of the new item in the above-mentioned proportion, insofar as the Supplier is aware of this; Hüller Hille GmbH hereby accepts this transfer. The Supplier will store the items free of charge for Hüller Hille GmbH.

60. The Supplier is not entitled to assign claims arising from the business relationship with Hüller Hille GmbH to third parties in whole or in part unless the assignment is made within the scope of normal business practice or with the prior written consent of Hüller Hille GmbH.

## **Quality Assurance/Supplier's Duty to Inform**

61. The Supplier is obliged to have certificates of conformity and, on request, the long-term Supplier's declaration for goods with preferential origin status in accordance with Regulation (EC) No. 1207/2001 produced and sent by Hüller Hille GmbH in German and in accordance with the content specifications; the costs of this must be borne by the Supplier unless otherwise agreed.
62. In addition, the Supplier must provide Hüller Hille GmbH immediately on request with all documents and provide Hüller Hille GmbH with all declarations concerning the quality of the products purchased from it that Hüller Hille GmbH requires in accordance with industry practice for the further processing and sale of the products manufactured from the delivered goods; this includes in particular declarations of no objection.

## **Drawings And Construction Data**

63. The Supplier is obliged to provide Hüller Hille GmbH on request with all design data and drawings relevant to the dismantling and installation, maintenance and care of the goods.
64. The Supplier is obliged to update all design changes in the index and to make the updated status available to Hüller Hille GmbH.

## **Miscellaneous**

65. In the event that the Supplier is required to enter the plants or branches of Hüller Hille GmbH as part of the delivery of goods or the performance of work, the Supplier undertakes to comply with the guidelines for activities in the plants and branches of Hüller Hille GmbH, which are attached to these General Terms and Conditions of Purchase as Annex 1.

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66. None of the above Clauses shall lead to a change in the burden of proof to the detriment of the Supplier in such a way that the burden of proof is imposed on the Supplier for circumstances that lie within the area of responsibility of Hüller Hille GmbH.
67. If the Supplier is a merchant in the sense of the German Commercial Code or has no domestic place of jurisdiction, Mosbach shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. Hüller Hille GmbH shall, however, also be entitled to sue the Supplier at the court of his place of residence or business. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.
68. All agreements made between the Supplier and Hüller Hille GmbH with regard to an order from Hüller Hille GmbH are and will be recorded in writing unless the parties have agreed otherwise in individual cases or agree otherwise in the future. In particular, any excess or shortfall in quantity must be acknowledged in writing by Hüller Hille GmbH. Orders, call-offs and any amendments and additions thereto may also be made by remote data transmission or by machine-readable data carriers. Deliveries and services performed without a written order will not be accepted. The silence with regard to suggestions, demands or proofs of the Supplier shall in no case be deemed to be approval by Hüller Hille GmbH.
69. The law of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG), even if the Supplier has its registered office abroad. The registered office of Hüller Hille GmbH is agreed as the place of jurisdiction
70. Should one or more provisions of these General Terms and Conditions of Purchase be or become invalid, the validity of the remaining provisions shall not be affected. The parties shall negotiate in good faith to replace the invalid provisions with valid provisions that come as close as possible to the economic purpose of the invalid provisions.

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## Appendix 1 to the General Conditions of Purchase of Hüller Hille GmbH

### Guidelines for activities in the Hüller Hille GmbH plant

1. Hüller Hille GmbH attaches great importance to safety and environmental protection.
2. The Supplier shall only use employees for the execution of the work who are trained and suitable for the task, in particular who are able to communicate competently in German or English.
3. The Supplier undertakes to comply unconditionally with all legal regulations and standards relating to occupational safety and environmental protection,
4. During his absence from Hüller Hille GmbH, the Supplier undertakes to strictly comply with all instructions issued by the employees appointed by Hüller Hille GmbH for this purpose.
5. At the start of the Supplier's work and in the event of subsequent changes, improvements etc. to parts or components supplied by the Supplier in plants and branches of Hüller Hille GmbH, the Supplier's employees must report immediately upon arrival to plant security at the plant entrance or central reception and then to the responsible person in the relevant specialist department.
6. The Supplier's employees will receive a special pass from Hüller Hille GmbH, which must be returned daily after completion of the work and before leaving the factory. In the event of loss of the badge, the Supplier shall be liable for the damage.
7. The Supplier will urge his employees to inform themselves once again about these guidelines, statutory regulations, standards, ordinances and directives, including the accident prevention regulations of the industrial employers' liability insurance association, before commencing work in Hüller Hille GmbH plants and branches.
8. The accident prevention regulations published by the trade association, site-specific safety instructions and rules of conduct for emergencies are available for inspection at Hüller Hille GmbH by the respective security officer. However, these do not release Suppliers and their employees from their own obligation to provide information.
9. The Supplier may only use equipment and machines for the execution of the work which comply with the statutory regulations, standards, ordinances, guidelines, accident prevention regulations and VDE regulations.

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10. If changes, improvements etc. to the parts or components supplied by the Supplier become necessary in plants or branches of Hüller Hille GmbH, the performance of this work must be agreed in advance with the person responsible at Hüller Hille GmbH if the parts or components are part of a plant that has already been (partially) assembled or is currently being assembled. This applies in particular if the plant has already been commissioned. Access to plants which have already been commissioned requires the prior consent of the production or assembly manager. In this case, the Supplier and his employees must exercise particular caution when carrying out the work.
11. The Supplier undertakes to impose all of the above obligations on his employees who work in plants and branches of Hüller Hille GmbH.
12. The Supplier shall indemnify Hüller Hille GmbH on first request against any claims by its employees or other third parties arising from or in connection with the performance of work in Hüller Hille GmbH plants or branches and the Supplier's failure to comply with the above obligations.