

General Purchase Conditions

1 General

- These procurement conditions at hand apply exclusively to all orders placed by Minimax Viking GmbH (hereinafter referred to as "MinimaxViking") or by a related company within the meaning of Articles 15 ff, AktG (Aktiengesetz [Companies Act]), now and in the future, even without express agreement, unless deviating conditions will have been expressly and individually agreed.
- Additionally, the Business Partner Code of Conduct is considered to be an integral part of the agreement. The Code may be perused under www.Minimax.com and a copy may be sent to you upon request.
- We do not recognise GTCs of suppliers that contradict our procurement conditions or deviate from them, unless we have explicitly agreed to those GTCs in writing, in individual cases.
- These procurement conditions only apply, if the seller is an entrepreneur, a public legal person or a public fund. The same applies to sellers, who conduct commercial business abroad that is comparable to the business of a domestic entrepreneur, and to foreign institutions that are comparable to domestic public legal persons or to a domestic public fund. Entrepreneur is a natural or legal person or legally competent partnership, carrying out his/its commercial or independent professional activities at the time of concluding the agreement.
- The conditions at hand apply correspondingly to work agreements, work-and-materials agreements and mixed agreements.

2 Conclusion of the Agreement

- The supplier can only accept our order within two weeks from dispatch by us, by means of returning the signed duplicate of the order, except where a different period has been expressly stipulated. In principle, the supplier must confirm the order within two working days.
- If our order were not to be accepted or not to be accepted without changes, it must be returned to MinimaxViking, stating the reasons, for the purpose of reaching agreement.
- All arrangements between us and the seller concerning the agreement and its implementation must be confirmed in writing, in order to be legally effective.
- These procurement conditions do even apply if we accept the service or delivery without reservation, even when we are aware of contradictory or deviating conditions.

3 Cession of Rights and Obligations

- The rights and obligations emanating from this order cannot be ceded, pledged or disposed over in any other way by the supplier without our consent. Exempt from that is the advance cession of the claim of the purchase price within the framework of an extended reservation of title.

4 Prices

- Prices are fixed prices and apply free destination. The legal value-added tax is not included in the price. The Euro is the agreed currency.
- Cost of packing will only be paid separately, if it has been agreed. The packaging must be suitable for the goods to be delivered and must be environmentally friendly. Instructions that are of import to the contents, storage and transportation, must be visible affixed to the packaging. We must be credited for the cost of packaging after we return the packaging carriage paid.
- The agreed prices cover all deliveries, services and ancillary services that are part of the overall performance mentioned in the agreement, rendered at acceptance quality level in accordance with the documentation of the offer and the drawings or catalogues of the seller.
- In case of prices on weight basis, the official weight or, if not available, the weight as determined by MinimaxViking itself will be of the essence.

5 Payment

a) Due date

- Payments are due within 30 calendar days from complete delivery or completely rendered service and the receipt of a proper and verifiable invoice. Where we make payment within 14 calendar days, the supplier will grant us a discount of 3 % of the net amount of the invoice.
- Invoices and requests for payment must include our order number, the date of the order and all allocation/reference data stated on the order.

b) Defaulting on payments

- Payments will only be in default after they have become due and have been dunned in writing. MinimaxViking will not be in default solely by not paying within 30 days from an invoice having been received and becoming due. Delay interest is calculated at 5 percentage points over the basic rate of interest.

c) Prohibition on off-setting and retention

- The supplier may only off-set against claims that have been legally established or have been recognised by us.
- The supplier does only have a right of retention to the extent that the delivery emanates from the same order. Rights of retention in respect of deliveries that the supplier wishes to enforce in relation to other deliveries, are expressly excluded.

d) Redemption stipulations

- If no redemption stipulations have been agreed, claims will be redeemed in the order of their due dates. Claims that are disputed by us, will not be redeemed. In that respect, off-setting is expressly excluded.

6 Dispatch, Delivery

a) Dispatch specifications

- Delivery must be DDP, Incoterms 2010, to the address stated on the order, except where otherwise agreed.
- A delivery note must accompany all dispatches. Additionally, on the day of dispatch, dispatch documents must be sent to the stated destination address. Apart from the designation of the article, on all dispatch papers the order number, the date of the order, the quantities and weights and the type of packaging must be mentioned. Partial or residual deliveries must be identified as such. We can only process invoices, if those preconditions are met. The supplier is responsible for all consequences of not honouring that ob-

ligation, unless he can prove that it occurred out of his control.

b) Delivery dates

- The delivery periods or deadlines mentioned in the order, are binding. Of the essence is reception of the goods at MinimaxViking.
- If the day that is the last one on which delivery should take place, can be determined on the basis of the agreement, then the supplier will be in default upon the passing of that day, without dunning by MinimaxViking being necessary.

c) Delays in delivery

- In the event of delays in delivery, all legal remedies will be available to us.
- The supplier must immediately notify us of delays in deliveries that he is or becomes aware of. Our express consent is required for premature deliveries, deliveries outside the goods reception times mentioned by us and partial or excess deliveries. However, if we do accept the performance, the payment conditions and periods will apply without change.

d) Contractual penalty for delayed delivery

- If the agreed delivery period is exceeded, a contractual penalty will be imposed for each commenced week of delay, independently of the arrangements mentioned above, which is equal to 0.5 % of the amount of the order, with a maximum of 5 %. If claims for damages are enforced, the contractual penalty will be off-set against them. We reserve our right of imposing a contractual penalty not later than at the time of paying the final invoice that temporally follows the delivery. We expressly reserve the right of enforcing additional claims.
- Acceptance without reservation of a delayed or deficient delivery or service does not amount to us waiving our right of enforcing claims on account of delayed delivery or performance that we may be entitled to.

e) Customs and excise, import and export restrictions

- The supplier commits himself to meeting all requirements that are of relevance to national and international customs laws and foreign trade and payments laws and to providing MinimaxViking in writing, before conclusion of the agreement and in the case of amendments, forthwith, with all records, documents, data and items of information that are required for complying with foreign trade and payment laws at the time of export, import and re-export, particularly in terms of official permits that must be obtained by him or us and of existing reporting obligations. Should the supplier infringe those obligations, he will be obliged to reimburse MinimaxViking for all expenditure and damage that may emanate from it, unless the seller is not responsible for the infringement of obligations.

7 Passage of Risk and Insurance

a) Risk bearing

- Until complete acceptance of the deliveries and services by MinimaxViking, the risk of loss, accidental loss or damage is borne by the supplier. Commissioning or use is not a replacement for a declaration of acceptance by MinimaxViking.

b) Insurance

- In principle, transport insurance is covered through MinimaxViking. Additional insurance benefits must generally be coordinated with MinimaxViking.

8 Guaranty

a) Principles

- The supplier has taken note that MinimaxViking is a company operating in the fire protection and safety technology sector and that, accordingly, supplied products must meet the high standards of that sector.
- The supplies and services must always be commensurate with the to us applicable prevailing safety and health regulations, particularly the stipulations of the Product Safety Act (Produktsicherheitsgesetz [ProdSG] formerly Geräte- und Produktsicherheitsgesetz [GPSG]) and the Law on Protection against Hazardous Substances (Chemikaliengesetz [ChemG]), the DIN stipulations and the Workshops Regulation (Arbeitsstättenverordnung [ArbStättV]), the requisite permits, the specifications, drawings and other information mentioned in the order and the generally recognised technological standards.

b) Defining the quality of the goods through order specifications

- The contractor guarantees that supplies and services will be of the agreed quality and will be suitable for the intended purpose. The agreed quality and intended purpose are clear from the drawings or information underlying the order and from product descriptions or requirements of MinimaxViking, if they have been made known to the supplier. The quality and suitability is considered to be expressly assured within the meaning of Article 443, Paragraph 1, BGB (Bürgerliches Gesetzbuch [Civil Code]).

c) Guaranty reservation

- By accepting or approving images, drawings, calculations, specimens and other records submitted to us, we do not waive our right of lodging claims under guaranty.

d) Inspection of the goods

- MinimaxViking is only obliged to inspect the goods for identity, completeness and externally visible deficiencies. Claims on account of defects will have been lodged in good time, if they reach the supplier within a period of five working days. Additionally, we will lodge claims on account of deficiencies as soon as they will have been determined within the ordinary course of business.
- If we notify the supplier of deficiencies in the delivery or service, the period of limitations for our claims under guaranty will be suspended with effect from the receipt of the deficiencies notification. Refusal to continue negotiations on disputed claims within the meaning of Article 203, Paragraph 1, Civil Code, must be stated in writing.
- The supplier renounces the ability of objecting to delayed claims for deficiencies within the meaning of Article 377, HGB (Handelsgesetzbuch [Commercial Code]).

e) Guaranty periods

- The guaranty period runs for 36 months from the passage of risk, unless longer periods of limitations are stipulated by law or the mandatory stipulations of Articles 478 and 379, Civil Code, override.
- In the case of replacement deliveries or remedied deficiencies, the guaranty period of replaced parts will commence to run independently.

f) Guaranty obligations and consequences

- In case of material defects, MinimaxViking will always be able to lodge claims as provided for by law, meaning, at its discretion, either remediation of the deficiency or delivery

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- of new goods. A subsequent performance will be considered to have failed after the second unsuccessful attempt. The right to compensation for damages, especially to compensation in lieu of performance remains expressly reserved.
- The supplier must remedy the notified deficiencies forthwith. MinimaxViking has the right of remedying the deficiencies or having them remedied on account of the supplier, if the supplier is in default on remedying the deficiencies in spite of a suitable deadline having been set, if agreement has been reached between the parties or if extraordinary circumstances prevail, under which waiting for remediation of the deficiencies by the seller is rendered unreasonable. The associated costs must be borne by the seller.
- 9 Reservation of Title**
- Reservation of title by the supplier is only enforceable if MinimaxViking may resell and process within its ordinary course of business and the reservation of title will lapse upon payment of the purchase price.
- 10 Product liability**
- The supplier indemnifies MinimaxViking against all claims of third parties, irrespective of their legal basis, that emanate from deficient goods that have been supplied by him, and must reimburse us for the necessary costs of legal proceedings.
 - Within the framework of liability for such damage cases, the supplier has the obligation of reimbursing us for all costs that arise to us because of or in conjunction with recall actions, warnings and other measures. We will inform the supplier of content and scope of recall measures to be implemented and will offer him the opportunity of taking position, if it is possible and reasonable. Any other legal claims are not affected.
 - The supplier must have an insurance policy, covering product liability up to €10 million per loss case. Any further claims for compensation of damage are not affected.
- 11 Drawings, Designs, Specimens**
- We reserve our sole property and proprietary rights to our images, drawings, calculations, specimens and other records, also to those in electronic form. The supplier has the obligation of not using the information for other purposes, to multiply it or to make it accessible to third parties and of keeping all received information strictly confidential. The obligation of confidentiality survives the settlement of this agreement; it lapses if and to the extent that know-how contained in images, drawings, calculations and other records has entered the public domain.
- 12 Property Rights and Usage Rights**
- The supplier grants us the irrevocable, transferrable, capable of being licensed and (temporally, spatially in respect of contents) unrestricted right of usufruct on all works protect by copyrights or commercial property rights attached to the delivery or service and to the images, drawings, product descriptions, datasheets or other records that have been created upon our order, to the extent as necessary for being able to make use of the delivery or service. If part of the delivery consists of software, the supplier grants us additionally in respect of that software and, if applicable, to used open source software, irrevocably and without restrictions all rights in relation to source codes.
 - The supplier guarantees that not rights of third parties will be infringed in conjunction with his delivery.
 - Should third parties lodge claims against us on account of infringement of commercial property rights or copyrights because of using the delivery or service, the supplier must put up a legal defence by taking the requisite defensive and out-of-court measures. The supplier is obliged to indemnify us against claims by third parties upon our first written request. MinimaxViking will not make arrangements with the third party - without the consent of the seller - and particularly not agree a settlement.
 - The period of limitation for lodging such claims is 36 months, starting from the passage of risk.
- 13 Applicable Law, Fulfilment Location and Jurisdiction**
- Exclusively, the laws of the Federal Republic of Germany apply to all legal relationships between us and the seller, under exclusion of the CISG (UN Purchase Law).
 - Location of fulfilment for deliveries or services is the destination address specified by us.
 - Location of fulfilment for payments is our business address.
 - Jurisdiction for all disputes arising directly and indirectly between us and the supplier is vested in the courts of our statutory seat. However, we may also proceed against the supplier in the courts of his general jurisdiction.

- Safety and Health at Work, Environmental Protection and Fire Protection Regulations for External Companies (Contractors / Suppliers)**
- 1 General Instructions**
- a) Scope**
- These procurement conditions apply to staff of external companies, who (in terms of subcontractors / building sites) carry out building, mounting, maintenance and auxiliary work for our company.
 - Before starting any activities, the contractor / supplier must obtain information about the regulations that apply to the work to be carried out.
 - The contractor / supplier is responsible for abiding by these procurement conditions.
- b) Note on required measures**
- In accordance with Article 2, DGUV (Deutsche Gesetzliche Unfallversicherung [German

- legal accident insurance]), you must take the necessary measures for preventing accidents at work, occupational diseases and work-related hazards to health as well as for rendering effective first aid, which must comply with the stipulations of the regulations of the professional associations, of safety-and-health-at-work legislation and generally the recognised safety and health rules. Where requirements are specified in other legal regulations, especially safety-and-health-at-work regulations, those regulations remain in force.
- A risk assessment must be carried for all work activities, must be brought along and must be submitted upon request.
 - You may only commence the work after you have been instructed in writing by the principal on existing hazards and on how to behave in emergencies.
- c) Note on information**
- If you have questions about safety-and-health-at-work and fire protection hazards, you may contact the supervisors and/or the Safety-and-Health-at-Work Department.
- 2 Plant Area**
- Only enter areas of the plant where you must carry out agreed work. Areas that are marked with 'No access' may only be entered with the consent of a competent staff member.
 - Prohibitions on smoking and on handling open fire must be absolutely respected in the marked areas.
 - Escapes route and emergency exits must be kept free.
 - Traffic routes and passages must be kept free, in order to guarantee the unhindered and safe movement of people and materials. Heed the rules for on-site traffic. Respect the traffic signs.
 - Pay attention to the safety markings on our premises. (Mandatory, prohibition and warning signs).
 - For building work, mounting and unmounting work and particularly for overhead work, the work area must be marked in accordance with the regulations of the professional association and, if necessary, be cordoned off. Construction elements, tools and other objects must be protected against falling down.
 - In principle, do not use work equipment belonging to us, if it has not been expressly agreed. If using them has been agreed, then have yourself instructed in a documented manner on safely handling that work equipment.
 - Ladders, scaffolds and lifting platforms must be equipped in accordance with the prevailing regulations and may only be used as intended.
 - You may only use lifting platforms, forklift trucks and cranes if you possess a valid qualification document, have been instructed on using that work equipment and have been ordered to do so in writing. On lifting platforms, with the exception of scissor lifts, personal protective equipment must always be worn as protection against falling down.
 - For work on electrical installations, the five safety rules must always be applied, especially the safety measures for preventing unintended turning back on.
 - Gas containers under pressure must always be secured against falling over during use, transport or storage and must be fitted with a valve cap.
 - Where necessary, personal protective equipment must be worn and must be provided by the contractor. That applies particularly to working at high level. Make use of anti-fall devices, safety harnesses or fall-arresting devices.
 - When doing loading and unloading work where cranes operate, it is obligatory to wear a helmet and safety shoes.
 - Use of hazardous substances: hazardous substances must always be handled in accordance with the instructions of the safety datasheet and with the specifications of the Hazardous Substances Ordinance (Gefahrstoffverordnung [GefStoffV]).
- 3 Working Alone**
- Fundamentally, doing dangerous work on one's own must be avoided. If doing so is not possible in emergency situations or exceptional cases, monitoring with suitable means must be ensured. (For example a personal emergency signal system).
- 4 Fire Protection**
- Access routes for the fire brigade and rescue services must be kept free.
 - Inflammable materials may only be stored in allocated locations.
 - Inflammable liquids must be kept in suitable containers and the contents must be accurately identified.
 - Appropriate fire extinguishing equipment must be kept at the ready during work with open flames and other work with fire hazards.
- 5 Welding and Cutting Work**
- For dealing with open fire (welding, stripping, cutting, soldering, defrosting), a permit must always be obtained.
- 6 Waste**
- The contractor / supplier is responsible for disposing of all waste caused by the work, unless it has been expressly otherwise agreed and recorded in writing.
 - Chemical waste or water-polluting substances (fluids) may not get into the sewers or the soil.
 - Liquid waste, oily rags or inflammable liquids must be kept in non-flammable containers until they will be removed.
- 7 Violations**
- For the event of repeated violations, MinimaxViking reserves the right of sending the supplier and/or fulfilment/execution agents off the premises.
- 8 Disclosure Duties**
- The supplier is under the obligation of passing on the safety-and-health-at-work stipulations mentioned above to any subcontractors that he engages.