



General conditions of purchase

I. Scope

(1) These General Terms and Conditions of Purchase (“Terms and Conditions of Purchase”) apply to all business relations with business partners and suppliers of RECA NORM (“Supplier”) with regard to the delivery of movable goods (“goods” or “product(s)”) and/or services, regardless of whether the Supplier performs the service themselves or purchases these from subcontractors. The Terms and Conditions of Purchase set out below shall apply only if the Supplier is a trader (Art. 14 of the German Civil Code [BGB]), a legal person under public law or a legal entity under public law.

(2) The Terms and Conditions of Purchase shall also apply in their respective versions as a framework agreement for future contracts for the sale and/or supply of movable goods and/or services with the same supplier, without the need for RECA to refer to them again in each individual case; the current version of the Terms and Conditions of Purchase can be found at www.recanorm.de/reca-norm/einkauf.

(3) These Terms and Conditions of Purchase shall apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of the Supplier shall only become part of the contract if and to the extent that RECA NORM has expressly agreed to their validity in writing. This approval requirement shall apply in all cases, for example, even if, with the knowledge of the Supplier’s general terms and conditions, RECA NORM accepts their deliveries without reservation.

(4) Individual agreements made with the Supplier in individual cases (including ancillary agreements, supplements and amendments) shall take precedence over these Terms and Conditions of Purchase. However, a written contract or written confirmation from RECA NORM shall be authoritative for the content of such agreements.

(5) Legally relevant declarations and notifications, which are to be submitted by the Supplier to RECA NORM after conclusion of the contract (e.g. deadlines, reminders, declaration of withdrawal), must be made in writing in order to be effective.

(6) References to the validity of statutory provisions are for the purposes of clarification only. Even without such clarification, the statutory provisions shall therefore apply, provided they are not directly modified or expressly excluded in these Terms and Conditions of Purchase.

II. Conclusion of contract

(1) An order by RECA NORM shall be deemed binding no earlier than with written submission or confirmation. Deliveries for which no written orders have been received shall not be accepted. The silence of RECA NORM on offers, requests or other declarations of the Supplier shall only be deemed approval if this has been expressly agreed in writing. For obvious errors (e.g. spelling and calculation errors) and/or incomplete orders or missing order documents, the Supplier must inform RECA NORM for the purposes of correction or completion without delay; otherwise the contract shall not be considered concluded.

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(2) In the event that the Supplier does not require any change in the order in terms of quantity, price or delivery date, RECA NORM shall generally waive the transmission of a written order confirmation. However, at the express request of RECA NORM, the Supplier shall be obliged to confirm the order in writing within a period of one (1) week or to execute it immediately and without reservation.

Modified or delayed acceptance shall be considered a new offer and shall always require acceptance by RECA NORM. The same shall apply to acceptance under extensions, restrictions or other changes.

(3) Offers, drafts, samples and designs from the Supplier shall be free of charge for RECA NORM. At the request of RECA NORM, they must be taken back by the Supplier immediately and at their own expense.

(4) Industrial action, lockout, disruption of operations, official orders and other cases for which RECA NORM is not responsible, which result in a reduction of consumption, shall be deemed force majeure and shall entitle RECA to withdraw from the contract.

III. Delivery time and default in delivery

(1) The delivery time specified by RECA NORM in the order shall be binding. The Supplier shall be obliged to notify RECA NORM in writing immediately, stating the reasons and the expected delay, if it expects that the agreed delivery times cannot be met. Partial deliveries or deliveries may only be made prior to the agreed delivery time with the prior written consent of RECA NORM.

(2) If the Supplier does not perform their service or does not deliver it within the agreed delivery time or if they are in default, the rights of RECA NORM – in particular to withdrawal and compensation – shall be determined in accordance with the statutory regulations. The provisions of Paragraph 3 shall remain unaffected.

(3) If the Supplier is in default, RECA NORM may demand a contractual penalty in the amount of EUR 50 (Euro) per delayed customer delivery and delayed article. In this respect, the supplier waives the defence of treating consecutive violations of this provision as one violation for the purpose of this provision (Einrede des Fortsetzungszusammenhangs). RECA NORM shall be entitled to claim this contractual penalty in addition to actual performance of the contract by the Supplier as minimum damages in accordance with statutory requirements; RECA NORM reserves the right to claim additional damages. In the event RECA NORM accepts the delayed performance, the contractual penalty will be claimed by RECA NORM upon final payment at the latest.

(4) The delivery claim of RECA NORM shall be excluded only if the Supplier, at the request of RECA NORM, makes full compensation for damages instead of the delivery. Acceptance of the delayed delivery shall not constitute a waiver of claims for damages or a contractual penalty.



IV. Delivery, transfer of risk, default of acceptance, packaging

(1) Unless otherwise agreed in individual cases, deliveries shall be made “free of charge” (DDP destination according to INCOTERMS 2010) to the place indicated in the order. If the place of destination is not specified and nothing else is agreed, delivery shall be made to the registered office of RECA NORM in Germany, 74635 Kupferzell, Am Wasserturm 4. The respective destination shall also be the place of performance (debt to be charged at creditor’s domicile).

(2) The risk of accidental loss and accidental deterioration of the item shall pass to RECA NORM upon handover at the place of performance. If acceptance is agreed, this shall be decisive for the transfer of risk.

(3) The statutory regulations shall apply to the occurrence of any default of acceptance on the part of RECA NORM. However, the Supplier must expressly offer RECA NORM their services even if a specific or determinable calendar date has been agreed for an action or involvement of RECA NORM. If RECA NORM is in default of acceptance, the Supplier may demand reimbursement of their additional expenses in accordance with statutory regulations.

(4) The Supplier’s obligation to take back the packaging shall be governed by the statutory provisions. The goods must be packaged in such a way that transport damage is avoided. Packaging materials shall be used only to the extent necessary for the achievement of this purpose. Only environmentally friendly packaging materials may be used.

V. Information obligations, sub-contractors

(1) The Supplier must inform RECA NORM at an early stage by means of written notification of any changes in manufacturing processes, changes in materials or components for products or services, relocations of production sites, as well as changes in processes or equipment for testing the parts or other quality assurance measures. RECA NORM shall be entitled to check to the extent necessary whether the changes could have a detrimental effect on the product. On request, the Supplier must provide the necessary documents and facilitate audits to the required extent.

(2) The use of subcontractors, freelancers, sub-suppliers and other third parties (collectively “agents”) who are not employees of the Supplier in connection with the provision of services owed to RECA NORM must be notified to RECA NORM in writing. The Supplier must contractually ensure, in relation to the agent, that all services are performed in full and correctly, that proper service delivery can be comprehensively controlled through appropriate documentation as well as regular audits by RECA NORM and that the obligations arising from the contractual relationship with RECA NORM also apply in relation to the agent.

(3) Agents shall be regarded as vicarious agents of the Supplier. Any failures, delays, faults, poor performance or other errors in the deliveries and services of the agents, regardless of the basis of these failures shall not exempt the Supplier from their performance obligation under the contract concluded with RECA NORM.

(4) If the Supplier or an agent has to provide services on the premises of RECA NORM, the Supplier shall ensure that the external company agreement submitted by RECA NORM before performance of the



services is signed and that both this external company agreement and other provisions of the company regulations are fully observed by the respective persons.

VI. Prices, invoices, terms of payment, offsetting and retention

(1) The price stated in the order is binding. All prices exclude the statutory value added tax (VAT), even if this is not shown separately. This shall also apply to any ancillary services to be provided by the Supplier.

(2) Unless otherwise agreed in individual cases, the price shall include all services and ancillary services provided by the Supplier as well as all additional costs (e.g. proper packaging, customs duties, import duties, transport costs including possible transport and liability insurance). If a price is agreed “ex works”, “ex stock” or on an equivalent basis, the local courier prescribed by RECA NORM must be commissioned.

Price claims must be announced by the Supplier in writing at least 3 months before the start of a new quarter. This announcement shall not automatically constitute acceptance of the claim.

(3) Invoices must be sent in a singular original copy to RECA NORM, stating the invoice number, order number, quantity, price and other allocation characteristics (in particular, RECA article number). Invoices must be sent separately from the delivery of the goods. In the case of deliveries from territories outside the customs territory of the EU, a copy of the invoice or a proforma invoice must be enclosed with the delivery of the goods.

(4) Payments shall be made according to the individually agreed payment terms. For bank transfers, payment shall be considered in good time if the transfer order of RECA NORM is received by the bank of RECA NORM before expiry of the payment deadline; RECA NORM shall not be responsible for delays by the banks involved in the payment process. Payment shall be subject to invoice verification.

(5) RECA NORM shall not owe any interest due. The default interest rate is five (5) percentage points above the base interest rate per annum. The statutory regulations shall apply for the occurrence of any delay on the part of RECA NORM. In any case, however, a reminder shall be required from the Supplier in writing.

(6) RECA NORM shall be entitled to the rights of offsetting and retention as well as objection to the non-fulfilled contract in full. RECA NORM shall in particular be entitled to withhold payments due as long as RECA NORM is still entitled to claims against the Supplier from incomplete or defective services.

(7) The Supplier shall only have rights of offsetting or retention due to legally determined or undisputed counter-claims.



VII. Retention of title and provision

(1) The transfer of title must be effected unconditionally and without regard to payment of the price upon handover of the goods to RECA NORM. However, if in individual cases RECA NORM accepts an offer from the Supplier for transfer that is conditional on payment of the purchase price, the Supplier's retention of title shall expire no later than upon payment of the purchase price for the delivered goods. Any extended or expanded retention of title of the Supplier shall be excluded.

(2) The Supplier shall perform any processing, mixing or connection of the items of RECA NORM for RECA NORM. It is agreed that RECA NORM shall become co-owner of the products manufactured using the items provided based on the value of the supplies proportionate to the value of the overall product, which will be kept by the Supplier for RECA NORM until the time of delivery.

VIII. Confidentiality, documents and reference

(1) All business or technical information made available by RECA NORM must, as long as and insofar as it is not demonstrably publicly known, be kept confidential from third parties and may be made available only to persons in the Supplier's own business who require access to such for the purposes of delivery to RECA NORM and who are also bound to confidentiality.

(2) RECA NORM reserves the right of ownership and copyright over all documents and tools provided to the Supplier for the execution of an order by RECA NORM, such as in particular drawings, illustrations, drafts, calculations, descriptions, plans, models, samples, technical specifications, data carriers, other documents, tools, parts and materials. Documents and tools of this nature shall be used exclusively for contractual performance and shall be returned to RECA NORM in full (including any copies or records made) after execution of the contract. Products manufactured in accordance with documents and tools from RECA NORM may not be used by the Supplier themselves, or offered or delivered to third parties.

(3) Technical documentation, documents, drawings, diagrams, schematics, graphs, photographs, layouts, templates and other documentation – whether on data carriers, in printed form or as material for printing preparation or printing – as well as all samples, tools, materials and other operating resources shall become the property of RECA NORM upon their provision. Furthermore, insofar as legally permissible, RECA NORM shall obtain all rights of ownership, use and exploitation over any of the above-mentioned products protected by copyright. No separate remuneration shall be owed by RECA NORM for the transfer of the above rights; this shall be included in full in the prices specified in the orders.

(4) Without prior express written consent, the Supplier shall be prohibited from making reference to RECA NORM or the business relationship between the Supplier and RECA NORM in any form.



IX. Defective delivery

(1) The statutory regulations shall apply to the rights of RECA NORM in the event of material defects and defects in title of the goods and in the event of other breaches of obligation by the Supplier, unless otherwise specified below.

(2) In accordance with the statutory regulations, the Supplier shall be liable in particular for the goods having the agreed properties when the risk is transferred to RECA NORM. In all cases, the product descriptions that form part of the respective contract or which are incorporated in the contract in a similar fashion as with these Terms and Conditions of Purchase – in particular by designation or reference in the order of RECA NORM – shall be considered an agreement on properties. No distinction is made in this respect as to whether the product description originates with RECA NORM or the Supplier.

(3) Notwithstanding Art. 442 Para. 1 p. 2 of the German Civil Code, RECA NORM shall be entitled to claims for defects without limitation even if such defect remained undiscovered at the time of conclusion of the contract due to gross negligence.

(4) The statutory provisions (Art. 377, 381 of the German Commercial Code; "HGB") with the following provisions shall apply to commercial inspection and notification obligations. The duty of inspection of RECA NORM shall be limited to defects that are clearly discernible during incoming goods inspection by RECA NORM under external assessment including of delivery documents as well as in the quality control procedures of RECA NORM involving spot-checking (e.g. transport damage, incorrect and under-delivery). If acceptance is agreed upon, there shall be no duty of inspection. Furthermore, this is dependent on the extent to which an inspection is feasible in due consideration of the circumstances in the specific case according to ordinary business processes.

The duty of notification concerning defects discovered at a later stage shall remain unaffected. In all cases, any complaint by RECA NORM (defect notification) shall be considered immediate and in good time if put to the Supplier within 10 calendar days.

(5) The costs incurred by the Supplier for the purpose of inspection and rectification (including possible removal and installation costs) shall be borne by the Supplier even if no actual defect is identified. The liability of RECA NORM for damages in the event of unjustified requests for defect rectification shall remain unaffected; in this respect, RECA NORM shall, however, only be liable if RECA NORM identifies that no defect is present, or, fails to do so due to gross negligence.

(6) If the Supplier fails to fulfil their obligation to supplementary performance – at the discretion of RECA NORM by eliminating the defect (rectification) or by supplying an item free from defects (replacement delivery) – within an appropriate time frame set by RECA NORM, RECA NORM may eliminate the defect themselves and request compensation from the Supplier for the necessary expenses or a corresponding advance payment. If supplementary performance by the Supplier fails or is unreasonable for RECA NORM (e.g. due to particular urgency, danger to operational safety or the risk of disproportionate damage), no time frame stipulation shall be required; RECA NORM shall notify the Supplier immediately, if possible in advance, of such circumstances.

(7) If the Supplier fulfils their obligation to supplementary performance by way of replacement delivery, the limitation period shall begin anew for the goods delivered as a replacement upon their delivery, unless the



Supplier in rendering supplementary performance expressly and lawfully reserves their right to perform replacement delivery exclusively as a gesture of goodwill, to prevent disputes or in the interests of continuing the supply relationship.

(8) Furthermore, in the event of a material or legal defect in accordance with the statutory provisions, RECA NORM shall be entitled to a reduction in the purchase price or to withdraw from the contract. In addition, RECA NORM shall be entitled to compensation for damages and expenses in accordance with the statutory regulations.

(9) In the event that RECA NORM identifies a defect in a product supplied by the Supplier or a defect is discovered at a later date due to a justified customer complaint and RECA NORM is required to take back and/or block the product for this reason, the Supplier shall be obliged to grant RECA NORM a flat-rate processing fee in the amount of EUR 100. The flat-rate processing fee shall not count against any claim for damages. RECA NORM may collect defective items, especially bulk items, and send them to the Supplier in larger units. For each return shipment of defective products, the Supplier shall be obliged to pay a flat-rate processing fee in the amount of EUR 100. In this respect, the supplier waives the defence of treating consecutive violations of this provision as one violation for the purpose of this provision (Einrede des Fortsetzungszusammenhangs). In this case, the Supplier shall furthermore be obliged to reimburse RECA NORM for the costs of necessary reworking and other expenses.

(10) If products marked with the RECA NORM brand are returned by RECA NORM legitimately or are not accepted by RECA NORM, the Supplier must destroy these products and may not resell them to third parties. In each case of infringement – without treating consecutive violations of this provision as one violation – a contractual penalty of double the value of the goods, however not less than EUR 15,000, shall be deemed agreed upon.

X. Supplier recourse

(1) RECA NORM shall be entitled to their legally determined rights of recourse within a supply chain (supplier recourse in accordance with Art. 478, 479 of the German Civil Code) without restriction in addition to claims for defects. RECA NORM shall in particular be entitled to demand from the Supplier the exact type of supplementary performance (rectification or replacement delivery) that RECA NORM owes to their customer in individual cases. This shall not restrict the statutory right of RECA NORM to choose at their discretion (Art. 439 Para. 1 of the German Civil Code).

(2) Before RECA NORM recognises or fulfils a claim for defects asserted by their customer (including reimbursement of expenses according to Art. 478 Para. 3, 439 Para. 2 of the German Civil Code), RECA NORM shall notify the Supplier and request written comment upon explaining the circumstances in brief. If written comment is not presented within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by RECA NORM shall be deemed to be owed to their customer; in this case, the Supplier shall be required to provide evidence to the contrary.

(3) Claims of RECA NORM according to Paragraph 1 shall also apply if the goods are or have been further processed or used by RECA NORM or by a customer of RECA NORM before being sold to a consumer, e.g. installation.



XI. Product liability and insurance obligation

(1) If a claim is made against RECA NORM on the grounds of product liability, the Supplier shall be obliged to indemnify RECA NORM against such claims, insofar as damages are caused by a defect in the goods delivered by the Supplier. However, in cases of liability based on fault, this shall apply only if the Supplier is at fault. If the cause of damages is the responsibility of the Supplier, the supplier must prove that they are not at fault.

(2) The Supplier shall assume, within the scope of their indemnity obligation, all costs and expenses arising from or in connection with a claim by third parties, including recall actions carried out by RECA NORM. Prior to any recall, RECA NORM shall notify the Supplier, allow the Supplier sufficient scope for involvement and discuss with the Supplier efficient implementation; this shall not be required if notification or involvement of the Supplier is not possible due to particular urgency.

(3) The Supplier shall also be liable for any damages suffered by RECA NORM based on exercising appropriate preventive measures to protect against the assertion of claims arising from non-contractual liability that are attributable definitively to the Supplier (e.g. public advertising measures).

(4) Further legal claims shall remain unaffected.

(5) During the contractual relationship with RECA NORM, the Supplier must always maintain adequate product liability insurance at their own expense. The Supplier must, on request, evidence to RECA NORM the conclusion and existence of product liability insurance.

XII. Statute of limitations

(1) Unless otherwise stipulated in the following provisions of this section, claims shall become time-barred in accordance with the statutory provisions.

(2) Notwithstanding Art. 438 Para. 1 No. 3 of the German Civil Code, the general limitation period for claims for defects is 3 years from the transfer of risk. The 3-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for material claims for restitution of third parties (Art. 438 Para. 1 No. 1 of the German Civil Code) shall remain unaffected; claims arising from defects of title shall not become time-barred in any instance provided the third party can assert this right – in particular due to lack of a limitation period – against RECA NORM.

(3) The limitation periods under the law governing the sale of goods or services, including the above extension, shall apply – to the statutory extent – to all contractual claims for defects. If RECA NORM is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (Art. 195, 199 of the German Civil Code) shall apply in this respect if application of the limitation periods under the law governing the sale of goods or services does not result in a longer limitation period in individual cases.



XIII. Export control and customs

(1) The Supplier shall be obliged to inform RECA NORM in writing as early as possible before the delivery date of any approval obligations concerning their goods in accordance with any applicable German, European (EU), US export, customs or foreign trade legislation as well as in accordance with export, customs and foreign trade laws of the country of origin of the goods. To this end, the Supplier must disclose the following information and data:

- The export list number according to Appendix AL to the German Foreign Trade Ordinance or comparable list items of relevant export lists;
- The “Export Control Classification Number” according to the “U.S. Commerce Control List (ECCN)”, provided the goods are subject to “U.S. Export Administration Regulations” (EAR);
- The statistical product number (HS/CN code);
- The country of origin (commercial/non-preferential origin), code for origin marks: D = Third country / E = EU / F = EFTA;
- (Long-term) supplier declarations on preferential origin (for EU suppliers) or certificates on preferences (for non-EU suppliers);
- All other information and data required by RECA NORM in the case of export and import as well as in the case of onward sale on re-exporting of the goods.

The Supplier shall be obliged to notify RECA NORM immediately and in writing of all changes to the above information and data.

(2) If the Supplier breaches their obligations under Paragraph 1, they shall bear all expenses and damages as well as other detriments (e.g. subsequent demands for payment of foreign import duties, fines), which RECA NORM accrues as a result. This shall not apply if the Supplier is not responsible for breaching the obligation.

XIV. Regulatory compliance

(1) The Supplier shall be responsible for complying with recognised codes of practice (in particular DIN standards, VDE regulations, VDI guidelines, DVGW regulations) and statutory regulations governing product safety (in particular the Product Safety Act), internationally applicable minimum standards of labour law, in particular all conventions of the International Labour Organisation (ILO) with regard to employee rights, working hours and occupational health and safety, as well as all applicable statutory and official regulations.

(2) Environmental protection is a highly significant consideration with respect to the quality strategy of RECA NORM. The Supplier undertakes to comply with the respective statutory regulations governing environmental protection and to work to permanently reduce adverse effects on human life and the environment arising from their activities.

(3) The Supplier shall not participate actively or passively, directly or indirectly in any form of bribery or corruption, violation of human rights or discrimination against their employees, forced labour or child labour. In this context, the Supplier undertakes not to employ any person below the age of 15, with proof of age to



be furnished. In countries subject to the exception under ILO Convention 138 for developing countries, the minimum age may be reduced to 14 years.

(4) The Supplier shall ensure that any of its appointed representatives who are involved in any capacity in the manufacture of products delivered by the Supplier to RECA NORM comply with the obligations listed in Paragraphs (1) to (3) above.

(5) The Supplier shall furthermore ensure that the products they supply comply with the provisions of Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH Regulation"). Substances contained in the Supplier's products are pre-registered or registered upon expiry of the transitional periods insofar as required by the provisions of the REACH Regulation, unless the substance is exempt from registration.

(6) Suppliers with registered office in countries outside the EU undertake to appoint an "Only Representative" ("OR") in accordance with Art. 8 of the REACH Regulation with their registered office within the EU, to be indicated by name to RECA NORM with address. The OR shall assume all registration and other REACH obligations of the Supplier. If the OR has performed pre-registration or registration, this must be disclosed to RECA NORM indicating the registration number. In the event of a change to the OR or cessation of their activities, the Supplier must immediately notify RECA NORM.

(7) The Supplier assures that the products supplied do not contain substances on the "candidate list" according to Art. 59 Paragraphs (1) and (10) of the REACH Regulation. The Supplier undertakes to notify RECA NORM immediately in writing if – for whatever reason – products supplied contain substances on the candidate list; this shall apply in particular in the case of extension/supplementation of the candidate list. The Supplier shall name the individual substances and disclose the percentage by mass as accurately as possible.

(8) If hazardous substances as defined by the Ordinance on Hazardous Substances are supplied or products are supplied for which the release of such substances during use cannot be excluded, the Supplier must provide to RECA NORM or the service provider appointed by RECA NORM, without being requested, the data required to prepare the safety data sheet.

(9) The Supplier furthermore undertakes to ensure that the products supplied meet all requirements of Regulation (EC) No. 1272/2008 ("CLP Regulation"). In particular, non-EU suppliers shall be responsible for ensuring that their OR for the products supplied has provided notification in the classification and labelling list in accordance with Art. 39-42 of the CLP Regulation.

(10) If the products supplied to RECA NORM by the Supplier constitute a construction product as defined by Regulation (EU) No. 305/2011 ("BauPVO"), the Supplier shall be obliged to provide to RECA NORM immediately and in a suitable permanent form all information required to prepare the declaration of performance or the declarations of performance issued by the Supplier and to affix or have affixed to these products the CE label according to the applicable statutory regulations, in particular those of the BauPVO and in accordance with Art. 30 of Regulation (EC) No. 765/2008. By affixing the CE label, the Supplier guarantees the conformity of the construction product with the performance declared by the Supplier and compliance with all statutory provisions in force in connection with the affixing of the CE label.



(11) The Supplier undertakes to comply with the provisions on conflict minerals as defined by Section 1502 of the Wall Street Reform and Consumer Protection Act (“Dodd-Frank Act”). If conflict minerals are necessary in connection with manufacturing or for the functioning of the products supplied by the Supplier, their origin must be disclosed. Upon request, the Supplier shall provide to RECA NORM and the companies affiliated with RECA NORM in full and without delay the documentation required in accordance with the Dodd-Frank Act on the use and origin of conflict minerals.

(12) In the event that the Supplier breaches any of the aforementioned obligations, the Supplier shall indemnify RECA NORM, the companies affiliated with RECA NORM as well as their customers from all costs, claims by third parties (in particular from direct or indirect claims for damages) as well as from other detriments (e.g. fines) for breach of the above provision. This shall not apply if the Supplier is not responsible for breaching this obligation. Furthermore, RECA NORM shall be entitled at any time to cancel the corresponding order immediately and to refuse acceptance of the corresponding delivery without resulting costs being incurred by RECA NORM. Any existing claims for damages shall remain unaffected. Cancellation or refusal of acceptance shall not constitute the waiving of any claims for damages.

XV. Choice of law and place of jurisdiction

(1) For these Terms and Conditions of Purchase and all legal relationships between RECA NORM and the Supplier, the law of the Federal Republic of Germany applies, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods. The conditions and implications of the retention of title shall be subject to the law in effect at the place where the goods are located, insofar as the choice of law made in favour of German law is subsequently inadmissible or ineffective in accordance with the provisions of national law.

(2) If the Supplier is a merchant as defined by Art. 1 ff. of the German Commercial Code; (HGB), a legal person under public law or a legal entity under public law, the exclusive – also international – place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be Öhringen, Germany. However, RECA NORM shall also be entitled to pursue legal action at the place of performance of the delivery obligation.

XVI. Severability clause

Should any of the above agreed clauses be found to be ineffective, in whole or in part, this shall not affect the validity of any remaining clauses in these Terms and Conditions of Purchase. The Parties agree to replace the ineffective clause with an effective clause that most closely approximates the intended meaning of the original clause.

As at: January 2020