

## Terms and conditions for purchases

March 2017

### 1. Validity of our Terms and Conditions

- 1.1. Our Terms and Conditions shall be valid exclusively. We herewith protest against the validity of any opposing or differing Terms and Conditions of the supplier.
- 1.2. Our Terms and Conditions shall also be valid for any future business transactions with the supplier.
- 1.3. Our Terms and Conditions shall only apply, if the supplier is an entrepreneur in the meaning of § 14 BGB (German Civil Code) and the contract is made within his entrepreneurial business, or if the supplier is a legal person or a trust under public law in the meaning of § 310 BGB (German Civil Code).

### 2. Form of the order

- 2.1. Orders shall only be valid if made in writing or in a form equivalent to written form.
- 2.2. Oral orders, orders by telephone or by telecommunications media must be confirmed by us in the form provided for valid orders.

### 3. Validity of orders

- 3.1. Our orders shall become invalid, if, upon transmission of our order to the supplier, we do not receive a confirmation in the form of section 2.1 within 10 days from the order date (or, if our confirmation is required under section 2.2, from the date of such confirmation) at the latest. In this case, our order shall be deemed not to be placed.
- 3.2. Obvious inaccuracies in an order (e.g. recognizable errors in typing or in calculation) give us the right to void our declaration under §§ 119, 120 BGB (German Civil Code). Furthermore, we are entitled to claim consent from the supplier, that the supply contract shall be deemed to be concluded with the content as recognizably intended.
- 3.3. The supplier shall be obliged, insofar as can be reasonably expected and after agreement about additional or reduced consideration as well as about an amendment of agreed delivery dates, to deliver the object concerned in another design and type.

### 4. Prices and terms of payment

- 4.1. Any prices shall be fixed prices, with free delivery to the delivery place indicated by us, including statutory turnover tax and packaging, provided that we are entitled to determine the manner of packaging, the means and form of transportation as well as transportation insurance.
- 4.2. Invoices must be transmitted to our address –Purchasing Department– in duplicate. Invoices must not be enclosed with deliveries. Invoices, as well as any correspondence in the course of the business relationship, shall indicate our order number, our order date, our material number, the reference used and possible further details.
- 4.3. The invoices must show whether the order has been duly performed or which quantities or units are yet outstanding for delivery. Every order shall be invoiced separately.
- 4.4. Invoices shall be paid at our reasonable discretion, unless otherwise agreed between the parties either within two weeks upon acceptance of goods and services and presentation of a complete invoice less 3% cash discount or within 30 days without further deduction.
- 4.5. In case of our acceptance of premature deliveries, the due date as agreed upon shall be decisive. In case the invoiced delivery arrives later than the invoice, the arrival date of the delivery shall be deemed as the invoice date.
- 4.6. In case of incorrect or defective deliveries, we are entitled to withhold our payment in the respective amount until due performance. On the other hand, payments made shall not be considered as an acknowledgment of the delivery as in conformity with the agreement.
- 4.7. The supplier shall not be entitled without our prior written consent –which shall not be withheld unreasonably– to assign his claims against us to third parties or to collect such claims by third parties.

### 5. Date of delivery, delay in delivery

- 5.1. Any designated delivery dates shall be binding. Decisive for the compliance with the delivery date or the period of delivery shall be the arrival of the delivered objects at the delivery place indicated by us.
- 5.2. If the supplier recognizes that an agreed delivery date cannot be met for whatever reason, they shall notify us thereof immediately in writing, indicating the reasons and the duration of the delay.
- 5.3. In case of any delay in delivery we are entitled to claim a contractual penalty in the amount of 0.5% of the delivery value, however not more than 5% in total. The right to any further legal claims shall be reserved. We are obliged to declare the reservation of a contractual penalty at the latest, upon payment of the invoice.
- 5.4. In case an agreed delivery date should not be met, we are entitled, after the lapse of a reasonable extension determined by us, to rescind the contract, provided that further legal claims remain unaffected. If the supplier is responsible for the delay, we are furthermore entitled at our discretion to claim damages incurred due to the delay or, after lapse of the above-mentioned extension, to claim damages instead of performance or compensation for frustrated expenses.
- 5.5. Acts of God, strikes and lockouts or other unforeseeable occurrences beyond the supplier's control shall discharge the supplier from their liability only for the duration of the disturbance and only within its scope. The supplier shall be obliged, as can reasonably be expected, to give us immediately the required information and to adapt their obligations to the changed circumstances in good faith. If the delivery should not be utilizable anymore in our business due to a delay caused by such circumstances –under consideration of a commercial point of view– we shall be discharged in total or partially from our obligation to accept the ordered delivery and shall be entitled to rescind the contract.
- 5.6. In case of deliveries delivered earlier than agreed upon we reserve the right to send back the delivery at the cost of the supplier. In case we decide not to send the objects back upon premature delivery, the merchandise shall be stored at our business premises until the delivery date at the expense and at the supplier's own risk.

### 6. Delivery, passing of risk

- 6.1. The delivery shall include a bill of delivery, which shall state the details of our order as well as a detailed description of the scope of delivery including article, type, quantity, etc. In case the supplier does not comply with the afore mentioned obligation, delays in our order processing are unavoidable, and we shall not be responsible therefor.
- 6.2. Installation and operation instructions must be transmitted to us separately and with indication of our order number, at the latest at the delivery date without being asked. In case of failure of transmission, the supplier shall be liable for all damages, which would not have incurred in case of availability of such documentation.
- 6.3. We will accept partial deliveries only after express agreement hereupon. In case of agreed partial deliveries, such quantity outstanding for delivery shall be indicated.
- 6.4. The place of passing of the risk shall be at the delivery place indicated by us.

### 7. Warranty

- 7.1. The supplier assumes the guarantee for the use of best appropriate material, for correct, proper, appropriate and safe workmanship, design and assembly measures as well as for the compliance with the warranted capacity, efficiency, power requirements, etc. Any object delivered by the supplier and any of their performances must comply with the present state of technology, the applicable standard of environmental compatibility with the applicable legal provisions and with all regulations and guidelines of the appropriate authorities, of employers liability insurance associations and of trade associations, namely with the respective Regulation for the Prevention of Accidents as applicable in the Federal Republic of Germany. Insofar as a deviation from such regulation seems necessary in individual cases, the supplier must obtain our prior written consent thereto.

- 7.2. In case of delivery of circuitry, control systems and programs, a defect also shall be deemed to be given, if the delivered object as such is or works free from defect, but is not or only incompletely suitable to assume the function as designed for and as agreed upon.
- 7.3. We shall only accept deliveries under the reservation of a quantity and quality control. We shall have a duty to examine only with regard to obvious or easily recognizable deviations from quantity and quality. The supplier must be notified immediately of recognized deviations. The complaint in respect of a defect of goods shall be considered to be made in due time if it is received by the supplier within a notice period of 8 days from the receipt of delivery or - in case of hidden defects – from the discovery of the defect.
- 7.4. In case of defects our claims pursuant to the legal provisions shall be unrestricted, provided that the place of warranty shall be the delivery place indicated by us. The right of recourse pursuant to §§ 478, 479 BGB (German Civil Code) shall apply accordingly in the case that the supplier has delivered only parts for products to be newly manufactured by us.
- 7.5. In case of default of the supplier with the substitute delivery or with the repair of defects, we shall be entitled to replacement or to the repair of defects by ourselves or by third parties at the expense of the supplier. The same shall apply in urgent cases, if the supplier cannot be reached or if they are not able to provide for the repair of the defects or for the replacement in due time.
- 7.6. Warranty claims shall be subject to a limitation period of 36 months from passing of the risk, unless otherwise agreed. In the case of a repair or replacement of parts, the limitation period shall start again with the date of repair or replacement.

### 8. Product Liability, release from liability, liability insurance

- 8.1. Insofar as the Supplier is liable for product liability, Supplier shall be obliged to release Company from liability to such extent at first request, if the cause is found to be in their organizational sphere and if they are externally liable.
- 8.2. Upon their liability for damages in the meaning of section 8.1, the supplier shall also be obliged to compensate us for expenses pursuant to §§ 683, 670 BGB (German Civil Code) and pursuant to §§ 830, 840, 426 BGB which result from or in connection with a product recall implemented by us. We will – as far as can reasonably be expected – inform the supplier about the object and scope of the product recall to be implemented and will give them the opportunity to state their position. Further legal claims shall remain unaffected hereof.
- 8.3. The supplier shall be obliged to maintain liability insurance with an insurance cover of € 5 million per personal injury and damage to property; in case we are entitled to further reaching legal claims, such claims shall remain unaffected.

### 9. Industrial property rights

- 9.1. The supplier guarantees that the delivery and the use of the delivered objects do not violate any industrial property rights of any third parties. The supplier confirms that they are aware that the final products may be distributed worldwide.
- 9.2. The supplier shall be exempt from liability, if they manufactured the delivered object in accordance with designs, models or similar descriptions or indications provided from our side, and if the violation of industrial property rights hereby were not known to them or they did not have to be known to them in connection with the products developed by them.
- 9.3. The parties are obliged to give each other notice immediately after gaining knowledge of any violation risks and of alleged violations, and to give each other the opportunity to ward off corresponding claims by common consent.
- 9.4. The supplier shall be obliged, upon our request, to inform us about the use of published or unpublished own or licensed industrial property rights with regard to the delivered objects, and about corresponding applications.

### 10. Samples, drawings

- 10.1. If an order is placed by us based on a drawing, only a 2D- Drawing shall be legally binding. The supplier shall be obliged, upon our request, to provide lists of spare parts with corresponding illustrations for the parts to be delivered.
- 10.2. Parts which the supplier has developed in accordance with our indications or with substantial assistance from our side, e.g. in the course of tests, etc. must not be transmitted or made known to third parties without our prior written consent.
- 10.3. All documentation which has been handed over to the supplier for the purpose of performance or our orders remain our property and must be returned to us cost free after due performance of the order; the supplier has no right of retention. Such documentation must not be copied or made accessible to third parties who are not involved in the performance of the contract; it shall not be used for any other purposes than for the production in accordance with our order.

### 11. Confidentiality

- 11.1. The parties agree that they shall keep confidential any business and technical details of which they should gain knowledge in the course of their business relationship to each other.
- 11.2. Possible sub-contractors or ancillary suppliers shall be obliged accordingly.
- 11.3. The parties agree that they shall not inform any third parties about their business relationship with each other, and that they shall not use such information for the purposes of promotion, without the prior written consent of the other party.

### 12. Spare parts

For the duration of ten (10) years following order placement supplier shall within reasonable terms and within competitive pricing supply Company with parts, spares and adequate technical solutions. If Supplier ceases manufacturing of the parts or if cessation is foreseeable but at latest six (6) month before cessation, Supplier shall inform Company of that item, so Company can react respectively within its ongoing ordering process. Upon cessation Supplier shall forward full set of design to Company, to allow Company to continue manufacturing of parts and spares under own control.

### 13. Final Provisions

- 13.1. Place of delivery and place of payment shall be Schwaebisch Hall, unless the delivery shall be made to another place in accordance with our order.
- 13.2. Place of jurisdiction shall be at our option the Court locally and functionally competent at our registered seat or at the registered seat of the supplier; this also applies in case of procedures concerning claims from a bill of exchange (Wechselprozess), for payment of a cheque (Scheckprozess), or in case of a summary procedure relying entirely on documentary evidence (Urkundenprozess).
- 13.3. The contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany under exclusion of the provisions concerning conflict of Laws, of the provisions of the U.N. Sale Convention and of other conventions concerning the purchase of goods.
- 13.4. The above terms and conditions are the terms and conditions for purchases of
  - OPTIMA Maschinenfabrik Dr. Bühler GmbH & Co. KG, Steinbeisweg 20, 74523 Schwäbisch Hall
  - OPTIMA packaging group GmbH, Steinbeisweg 20, 74523 Schwäbisch Hall
  - OPTIMA nonwovens GmbH, Steinbeisweg 20, 74523 Schwäbisch Hall
  - OPTIMA manufacturing GmbH, Steinbeisweg 20, 74523 Schwäbisch Hall
  - OPTIMA Auslandsbeteiligungen GmbH, Steinbeisweg 20, 74523 Schwäbisch Hall
  - OPTIMA pharma GmbH: Facility: Otto-Hahn-Str. 1, 74523 Schwäbisch Hall  
Facility: Vor dem langen Loh 8, 35075 Gladenbach - Mornshausen
  - OPTIMA consumer GmbH, Geschwister-Scholl-Str. 89, 74523 Schwäbisch Hall
  - OPTIMA life science GmbH, Steinbeisweg 20, 74523 Schwäbisch Hall
  - OPTIMA materials management GmbH, Steinbeisweg 20, 74523 Schwäbisch Hall