



General Terms & Conditions of Purchase of PM-International AG

1. RELEVANT CONDITIONS, SCOPE OF APPLICATION

1.1 The following Terms & Conditions of Purchase apply to the Supplier as well as to all goods transactions of the companies belonging to PM-International AG, unless otherwise stated in writing for individual cases (see Clause 1.3). They also apply, without explicit agreement, to all future transactions with the Supplier.

1.2 By accepting the purchase order, the Supplier acknowledges the Terms & Conditions of Purchase. Contradictory terms and conditions of the Supplier shall only apply if these have been explicitly confirmed in writing by PM-International AG. PM-International AG's Terms & Conditions of Purchase shall also apply if PM-International AG accepts the Supplier's delivery without reservation and in the knowledge of the Supplier's Terms & Conditions, which are contrary to or deviate from PM-International AG's Terms & Conditions of Purchase.

1.3 Individual agreements made with the Supplier for individual cases (including collateral agreements, supplements, and amendments) shall in all cases take precedence over PM-International AG's Terms & Conditions of Purchase. A written contract or written confirmation from PM-International AG shall be decisive for the content of such agreements.

1.4 PM-International AG's Terms & Conditions of Purchase only apply to entrepreneurs, legal entities under public law, and special funds under public law.

1.5 Insofar as written form is intended in these Terms & Conditions, this shall also be protected by electronic data transmission.

2. PURCHASE ORDER

2.1 A written purchase order from PM-International AG shall be decisive for the scope of the Supplier's performance obligations. It contains a complete description of the goods to be delivered as well as the price and the binding delivery date.

2.2 PM-International AG is bound to written purchase orders for fourteen (14) days from the order date. Purchase order confirmations which we receive after this period, or which deviate from the purchase order, shall be deemed to be a new offer, and subsequently require PM-International AG's written acceptance. The Supplier must expressly refer to deviations from the purchase order in the purchase order confirmation.

2.3 The Supplier's purchase order confirmations must be in writing.

2.4 Purchase orders must be placed in writing.

2.5 Fourteen (14) days after receipt of the purchase order, the Seller shall issue a purchase order confirmation. If the Seller is unable or unwilling to execute the purchase order in accordance with a purchase order placed by PM-International AG, it shall ensure, without prejudice to the provision under Clause 1, that the purchase order confirmation makes such deviations particularly clear.

2.6 The correspondence related to the purchase order shall only be conducted separately with the responsible purchasing department for each individual purchase order, stating the purchase order number and/or other identifiers.



3. PRICES; TERMS OF PAYMENT

3.1 The prices shown in the purchase order are binding. The prices are net prices (plus VAT). Unless otherwise agreed in writing, the prices shall include all transport and shipping costs, including packaging costs. Any stamp duties, discounts, or other expenses incurred shall be borne by the Supplier. Transport or shipment shall be at the risk of the Supplier unless we carry out the transport ourselves.

3.2 Unless otherwise agreed upon in writing, we shall pay the purchase price within 14 days, calculated from delivery and receipt of the invoice, with a 3% discount or net within 45 days from receipt of the invoice. The Supplier is obliged to list the items in the purchase order as well as PM-International AG's purchase order number on all invoices. If this is not carried out, we are not responsible for the resulting delays in payment.

3.3 The Supplier is not authorized to assign claims against PM-International AG to third parties, unless they originate from deliveries with extended retention of title, or we expressly agree to the assignment in writing.

3.4 PM-International AG shall be entitled to offset rights and right of retention to the statutory or contractually agreed extent.

4. TERMS OF DELIVERY; DELAYED DELIVERY

4.1 Unless otherwise agreed upon in writing, all deliveries by the Supplier shall be made "DDP agreed or named place of delivery" in accordance with INCOTERMS in the version applicable at the time of the purchase order.

4.2 The Supplier shall only be entitled to partial deliveries and/or partial services with PM-International AG's explicit written consent.

4.3 The delivery time stated in the purchase order is binding; if delivery periods are stated, these shall start to run from the purchase order date. If the Supplier realizes that they will not be able to meet the agreed delivery date, they shall immediately inform PM-International AG of this in writing, regardless of the agreed delivery periods and dates.

4.4 The Supplier is obliged to list the respective items in the purchase order, as well as PM-International AG's purchase order number on all shipping documents and delivery bills. If the Supplier fails to do so, we are not responsible for any delays resulting from this.

4.5 The place of execution for all deliveries shall be the place for the delivery of the goods agreed upon in each case or specified in the purchase order.

4.6 In the event of delay on the part of the Supplier, PM-International AG shall be entitled to the statutory claims. In addition, we are entitled to demand compensation for each delayed week to the amount of 1% of the net invoice amount, and up to a maximum of 10% of the net invoice amount. The parties are permitted to prove higher or lower damages.

4.7 In the event of force majeure, such as war, transport, operational disruptions, industrial action, unforeseeable foreign exchange hindrances, or other obstacles beyond the control of PM-International AG, we shall be entitled to demand completion at a later date, without the Supplier incurring any claims for damages as a result. If the impediment to fulfilment is not only temporary or if the impediment due to force majeure lasts longer than 2 months, the parties shall be entitled to withdraw from the contract without the Supplier incurring any claims for damages as a result.



4.8 The Supplier is only entitled to compensation or retention if their counterclaims are undisputed or have been legally established.

5. RESERVATION OF PROPRIETARY RIGHTS

An extended and expanded reservation of proprietary rights by the Supplier - in particular the reservation of proprietary rights to the delivered goods until full payment of all claims from the entire business relationship - is excluded. No processing within the meaning of § 950 BGB shall take place for the Supplier.

6. QUALITY ASSURANCE

The delivered goods must comply with the respective applicable domestic and foreign legal provisions, the regulations and guidelines of authorities, professional associations, and trade associations, as well as the latest state of the art technology including the properties and quality requirements specified in the purchase order. The Supplier is obliged to inform PM-International AG in writing of any restrictions of use and declaration requirements for the delivered goods.

7. WARRANTY; DEFECT INVESTIGATION

7.1 The Supplier warrants that the delivered goods are true to sample and/or comply with the contractual agreements. If no specific quality criteria have been agreed upon, the goods must at least be of merchantable quality. Quality and quantity specifications as well as other specifications contained in the purchase order shall be strictly adhered to.

7.2 The Supplier further warrants that the delivered goods are free of defects in every respect, particularly regarding composition, design, and labeling, and are marketable worldwide without restriction. Furthermore, their distribution does not violate any applicable legal provisions or encroach upon the rights of third parties, in particular industrial property rights or distribution agreements.

7.3 PM-International AG shall be entitled to the statutory claims for defects unconditionally; this shall also apply unconditionally in the case of secondary breaches of duty.

7.4 Claims for defects shall lapse three years after delivery of the goods.

7.5 Insofar as an immediate inspection of the delivered goods is feasible during the ordinary course of business, we shall inspect the goods immediately after delivery in accordance with the contract at the agreed place of delivery. Defects which are recognizable within the scope of the required inspection shall be made aware of within two weeks after completion of the inspection. Defects which were not recognizable during the inspection shall be made aware of within two weeks after their discovery. The notification of defects can be made in writing or orally.

7.6 The Supplier agrees that the examination of the goods shall only be carried out by random sampling if this complies with the circumstances of a proper business procedure and the type and scope of the delivery. If the result of the random sampling reveals a defect regarding the quality or quantity of the goods, PM-International AG is entitled to assert warranty rights with regard to the entire delivery.

7.7 The Supplier may not invoke a breach of PM-International AG's obligation to give notice of defects if damage to the goods is due to circumstances of which the Supplier is aware of, or of which they could only have been unaware of due to gross negligence.

7.8 PM-International AG allows itself a deduction to the amount of 250,00 € net for each notice of defect.



8. PRODUCTS WITH DATE SPECIFICATIONS

In the case of products whose labeling shows or must show expiration dates (best-before date, use-by date, etc.), the remaining time, i.e., the time available to the Purchaser for marketing the products, which is calculated from the day following receipt of the goods, may not exceed one (1) month of the best-before date (span between production and the date indicated). Deliveries of goods that do not meet this requirement are considered defective.

9 RECALL, WARNING AND OTHER PRODUCT SAFETY MEASURES

9.1 The Supplier is obliged under safety regulations to inform the relevant authorities of indications that the goods pose a risk to the health or safety of persons and/or property, or that the goods do not comply with the other requirements for proper placing on the market. They are to inform PM-International AG of this in writing without delay.

9.2 If a warning, a recall, or any other measure ordered by the authorities in accordance with product safety regulations for the goods is issued, or if the Supplier, a pre-supplier, or the manufacturer takes such a measure, the Supplier shall then be liable to PM-International AG for the damage caused thereby, including the costs incurred for taking back the goods, insofar as the Supplier is responsible for the reason for the measure.

9.3 If PM-International AG intends to issue a warning, a recall, or any other measure required by product safety regulations, we shall give the Supplier the opportunity to respond in advance, insofar as this appears possible and reasonable, in particular with regard to the urgency of the measure. If the Supplier is responsible for the reason for the measure, the Supplier shall be liable to PM-International AG for the damage caused by the measure, including the costs necessary for the implementation of the measure,

9.4 If a public warning, in particular in the media, is issued due to actual or alleged health hazards against purchasing or using the goods or products containing the same ingredients, we shall be entitled to cancel any purchase orders not yet delivered and to return any goods already delivered against reimbursement of the purchase price. The right of cancellation and return applies within one month after the first publication of the warning. The Supplier is also liable for the damage to PM-International AG, including all costs arising from the warning and/or the cancellation, insofar as the Supplier is responsible for the cause of the warning. Further claims of PM-International AG due to the defectiveness of the goods remain unaffected by this.

9.5 Clause 9.4 shall apply to warnings for products which are similar to the goods, or which contain similar ingredients.

10. TRACEABILITY

Regarding the goods delivered, the Supplier guarantees the continuous and complete traceability in accordance with the applicable legal regulations (Regulation EC No. 178/2002, as well as future regulations). In addition to the goods themselves, the traceability shall also include their ingredients (ingredients/raw materials, additives/auxiliary materials), the time of manufacture/production, the packaging materials, and the course of the manufacturing process. When required, the Supplier undertakes to provide PM-International AG with the requested information regarding the goods (official complaint, customer complaint, etc.).

11. CERTIFICATE OF ORIGIN

At the request of PM-International AG, the Supplier is obliged to provide without delay and free of charge the written documents and declarations (declarations of origin, health certificates, etc.) which are necessary or expedient for any export of the goods to other countries within and/or outside Europe.



12. LIABILITY; INDEMNITY

12.1 The Supplier shall be liable to PM-International AG in accordance with the statutory provisions, unless otherwise agreed upon in these Terms & Conditions.

12.2 The Supplier shall indemnify PM-International AG upon first request against all claims of third parties, which these assert against PM-International AG, due to breaches of duty by the Supplier, in particular due to material defects or defects of title, insofar as and to the extent that the Supplier is obliged to compensate PM-International AG in the internal relationship. In this respect, the Supplier shall also reimburse PM-International AG for all necessary expenses incurred by PM-International AG arising from or in connection with the claim by the third party.

12.3 The Supplier guarantees that no industrial property rights of third parties are infringed by products supplied by them in countries of the European Union or other countries in which they manufacture the products or has them manufactured. They are obliged to indemnify PM-International AG against all claims made by third parties against PM-International AG due to the infringement of industrial property rights, and to reimburse PM-International AG for all necessary expenses in connection with this claim.

12.4 If claims are made against us based on the manufacturer's liability due to a defect in the item delivered by the Supplier, the Supplier shall indemnify PM-International AG upon first request from the manufacturer's liability to the extent that the cause lies within their sphere of control and organization, and they are liable themselves in the external relationship. The Supplier is obliged to maintain sufficient product liability insurance; if PM-International AG is entitled to further claims for damages, these shall remain unaffected.

12.5 Within the scope of their liability for cases of damage within the meaning of Clause 12.4, the Supplier shall also be obliged to reimburse any expenses pursuant to Sections 683, 670 of the German Civil Code (BGB), or pursuant to Sections 830, 840, 426 of the German Civil Code (BGB) arising from or in connection with a recall action carried out by PM-International AG. We shall inform the Supplier of the content and scope of the recall measures to be carried out - insofar as this is possible and reasonable - and give them the opportunity to respond. Other legal claims of PM-International AG remain unaffected.

13. CONFIDENTIALITY

The Supplier undertakes to treat all technical and commercial information of which they become aware of through the business relationship with PM-International AG as trade secrets. The obligation to maintain confidentiality applies to all documents, drawings, templates, samples, models, tools, and other information which the Supplier receives from PM-International AG. They remain the sole property of PM-International AG and may not be used or passed on to third parties without PM-International AG's consent. Upon termination of the contract, they shall, at the discretion of PM-International AG, be destroyed and deleted or returned to PM-International AG. The right of retention in this respect is excluded. The Supplier shall also impose the corresponding obligations on its employees and subcontractors. The obligation of confidentiality and the prohibition of exploitation shall not apply to such information which was already public or known to the Supplier at the time of the conclusion of the contract, or which later became public without a breach of contract on the part of the Supplier being the cause thereof.

14. APPLICABLE LAW; PLACE OF JURISDICTION

14.1 The relationship between PM-International AG and the Supplier shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Sales Convention.

14.2 The place of jurisdiction for all disputes in connection with the delivery transaction is Speyer. Statutory regulations on exclusive jurisdiction remain unaffected.

Stand: 1st January 2023