

## **General Terms and Conditions of Purchase of sanotact GmbH**

Status: 15.08.2023

### **1. General/Scope of Application**

- 1.1. These General Terms and Conditions of Purchase apply exclusively to all contracts for the ordering of goods and services by us, sanotact GmbH, Hessenweg 10, 48157 Münster, from our suppliers.
- 1.2. Our General Terms and Conditions of Purchase shall apply exclusively. We do not recognise any terms and conditions of the supplier that conflict with or deviate from our General Terms and Conditions of Purchase, in particular the supplier's General Terms and Conditions of Sale, unless we have expressly agreed to their validity in writing. Our General Terms and Conditions of Purchase shall also apply if we accept the delivery without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our General Terms and Conditions of Purchase.
- 1.3. All agreements made between us and the supplier for the purpose of executing a contract must be set out in writing in the contract.
- 1.4. Our General Terms and Conditions of Purchase shall apply exclusively to entrepreneurs pursuant to § 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law.

### **2. Orders/Quotation Documents**

- 2.1. The supplier is obliged to send us a written order confirmation referring to our order number without delay, but at the latest within three working days of receipt of a written order.
- 2.2. The supplier shall bear all costs incurred in preparing and submitting the offer.
- 2.3. The supplier undertakes to enclose the following documents and samples with offers and order confirmations without being requested to do so and free of charge:
  - 2.3.1. With regard to organic goods, proof of valid organic certification in accordance with German and European statutory provisions, in particular Regulations (EC) No. 834/2007 and (EC) No. 889/2008.
  - 2.3.2. With regard to foodstuffs, food supplements and non-food goods, the corresponding product specification.
  - 2.3.3. With regard to foodstuffs and food supplements, all available analyses, in particular pesticide analyses and microbiological analyses of an accredited laboratory.
  - 2.3.4. With regard to food contact materials and articles, a declaration of conformity in accordance with the German and European legal provisions, in particular with regard to food contact materials and articles made of plastic. With regard to all other food contact materials and articles, corresponding evidence of suitability for the intended use, including declarations of harmlessness, migration tests, etc.
  - 2.3.5. With regard to any export of the goods to countries within and/or outside Europe, the written documents and declarations required or appropriate for export, e.g. certificates of origin, health certificates, clearance certificates etc.
  - 2.3.6. With regard to all goods for which the application of a free trade agreement, preferential origin system etc. exists, the corresponding evidence (supplier's declaration, preferential origin certificate/invoice) to prove the application.

2.3.7. With regard to all goods ordered under the condition "purchase on sample certificate", samples in sufficient number, in case of "purchase on analysis certificate" analyses of a laboratory accredited in the EU.

2.3.8. Certifications to prove accession to and compliance with codes of conduct (e.g. BSCI Code of Conduct, Transfair, Rainforest Alliance or comparable initiatives).

### **3. Type and scope of service/transfer of the order/obligation to notify**

3.1. The scope of the respective deliveries/services results from our order, in particular from any specifications referred to.

3.2. The supplier is obliged to expressly indicate any deviations from our order in his order confirmation in writing - highlighted by printing.

3.3. If the deviations in the respective order confirmation of the supplier are significant, the conclusion of the contract requires the express written confirmation of our responsible purchasing department. The principles concerning the commercial letter of confirmation shall not apply.

3.4. The transfer of the order to third parties as well as the involvement of subcontractors requires our prior written consent. Insofar as the supplier uses third parties to fulfil its performance obligations, the supplier shall bind these third parties in the same way as the supplier itself is bound under the order and these terms and conditions. The supplier shall always conclude contracts with third parties in its own name and for its own account.

3.5. The supplier shall check our enquiry and / or order, in particular for plausibility, feasibility, completeness, etc., and notify us immediately of any deficiencies.

### **4. Prices / Terms of Payment**

4.1. Unless otherwise agreed in writing, we shall pay the invoice amount within 14 days, calculated from delivery/service and receipt of invoice - depending on what occurs later - with a 3% discount or net within 30 days of receipt of invoice.

4.2. The supplier is only entitled to increase prices if this is expressly agreed in the contract. We do not recognise price escalation clauses unless they are mutually agreed in a separate contract between the parties.

4.3. In the event of early deliveries, we shall value-date the invoice to the delivery date stated in the order. Notwithstanding the foregoing, we shall have the discretion to make a payment on account.

4.4. As long as the supplier's invoices do not comply with the above provisions, they are not in order and therefore do not trigger payment obligation.

4.5. We shall be entitled to rights of retention, set-off and realisation to the extent provided by law.

4.6. Small or short quantity surcharges shall not be paid.

### **5. Delivery and performance time/obligation to cooperate**

5.1. The delivery time and / or performance time stated in the order confirmation is binding for the supplier and must be complied with.

5.2. The supplier is obliged to inform us immediately in writing if circumstances arise or become apparent to him which indicate that the stipulated delivery and / or performance time cannot be met.

- 5.3. In the event of default, we shall be entitled to the statutory claims. In particular, we are entitled to demand compensation instead of performance and withdrawal from the purchase contract after the fruitless expiry of a reasonable grace period. If we demand compensation, the supplier shall be entitled to prove that he is not responsible for the breach of duty.
- 5.4. Subject to the conditions set out in clause 5.3 above, we shall be entitled to demand a contractual penalty of 1% of the value of the delivery for each week of delay commenced, but not more than 5% in total. The supplier reserves the right to prove a lower damage. We are entitled to claim the contractual penalty in addition to performance. We reserve the right to assert any further claims and rights offsetting the contractual penalty, such as in particular rescission, damages instead of performance and/or claims for reimbursement of expenses.
- 5.5. The supplier shall provide the required samples of the goods to be manufactured free of charge insofar as this is within the scope of his possibilities, e.g. also for the design of the packaging and declarations (banderoles, lid design, etc.).
- 5.6. The supplier undertakes to support us in the export of the goods, in particular in customs clearance, as well as in clarifying the relevant preliminary questions. Any documents required by the supplier for the export shall be provided by the supplier free of charge.
- 5.7. We are entitled to carry out plant inspections at the supplier's production sites on working days after prior notice. In doing so, we will take into account the supplier's operational concerns.
- 5.8. The supplier undertakes, at our request and in agreement with us, to have quality-determining parameters as well as reference values relevant for the fulfilment of customer requirements (e.g. evaluation criteria of a non-governmental organisation = NGO) regularly tested by an accredited laboratory. The test results shall be submitted to us by the supplier immediately and in full.
- 5.9. The supplier undertakes to label all possible allergens in German on the papers accompanying the product and also clearly visible on each pallet or container.

## **6. Force Majeure/Contractual Adjustment**

- 6.1. If the further processing by us of the goods to be delivered by the supplier is prevented due to events of force majeure, i.e. hindrances through no fault of our own of not only temporary duration of more than 14 calendar days, we shall inform the customer in writing in due time. In this case, we are entitled to postpone the delivery for the duration of the impediment, insofar as we have complied with the aforementioned duty to inform and have not assumed the performance risk. The following shall be deemed equivalent to force majeure: pandemics, epidemics, natural disasters, strikes, lockouts, official interventions, energy and raw material shortages (also due to the Russian war of aggression on Ukraine), transport bottlenecks through no fault of our own, operational hindrances through no fault of our own, for example due to fire, water and machine damage and all other hindrances which, viewed objectively, have not been culpably caused by us.
- 6.2. The supplier is not entitled to demand an adjustment of the contractually agreed prices due to events of force majeure, the discontinuation of the basis of the business pursuant to § 313 BGB (German Civil Code) or an increase in energy, raw material or transport costs. This applies in particular to the increase in the aforementioned costs due to the COVID 19 pandemic, the Russian war of aggression on Ukraine and an increase in energy costs.

## **7. Transfer of risk/freight/documents**

- 7.1. Unless otherwise agreed in writing, delivery shall be made "Delivery Duty Paid (DDP) to the destination specified in the order, Incoterms 2020".
- 7.2. The supplier is obliged to state our order number, the best-before date, the production date, the batch number and the material number on all shipping documents or delivery notes and invoices

insofar as we have informed him of this; if he fails to do so, delays in processing are unavoidable and we are not responsible for these. In addition to the data listed above, the information with which the supplier identifies his goods for traceability must be set out in writing on the delivery note.

- 7.3. The supplier is obliged to cover the risk of accidental loss or accidental deterioration of the ordered goods within the framework of a customary transport insurance. He shall assign to us in advance all claims for compensation to which he is entitled against the transport insurer; we hereby accept this assignment.
- 7.4. Unless otherwise stated in the order, the supplier shall bear the costs of packaging as well as those of freight up to the place of destination, in the case of machinery and equipment up to the first place of installation.
- 7.5. The packaging must be suitable, i.e. it must protect the goods from damage, weathering, etc. The supplier must be aware of the relevant regulations. The supplier shall inform himself about the relevant requirements in this respect.
- 7.6. Unless otherwise agreed, the supplier shall deliver the goods on undamaged Euro pallets suitable for high-bay storage. We undertake to exchange undamaged Euro pallets upon delivery. No replacement will be provided for damaged Euro pallets. The supplier must also choose the packaging in such a way that forklift transport is possible, stacking can take place and the goods can be forwarded to production in unchanged packaging.
- 7.7. Unless otherwise agreed, the supplier shall be obliged to take back the transport packaging upon delivery. If this is not taken back, we shall be entitled to charge the supplier for the costs incurred for the proper disposal of the transport packaging.

## **8. Inspection / Information / Network Access**

- 8.1. If the supplier is granted access to networks and / or data processing systems of us or our customers via us, this access may only be used for the purpose of fulfilling the respective individual order. The supplier undertakes, in particular in these cases, to observe the provisions on confidentiality in accordance with Clause 12 and to impose these on its employees and other third parties involved in the performance. Unless absolutely necessary for the fulfilment of the order by the supplier, the supplier is not entitled to copy, change, reproduce or pass on to third parties any data of ours to which he has access without our prior written consent. We shall only be liable to the extent required by law for the operability of access security or for operational disruptions of the above-mentioned networks and data processing systems as well as for any damage resulting from their use.

## **9. Examination for defects/liability for defects**

- 9.1. The supplier warrants that the goods delivered by him and the services rendered by him comply with the intended use, the current state of the art as well as the relevant legal provisions, the regulations and guidelines of authorities, trade associations and professional associations, in particular the safety, energy, occupational health and safety, environmental protection, accident prevention, the relevant standard, DIN, VDE and other regulations, as well as our specifications. Recommendations of these authorities which become regulations within one year shall be taken into account. If deviations from these regulations are necessary in individual cases, the supplier must obtain our written consent before carrying out the deviation. The supplier's warranty obligations shall not be affected by our consent.
- 9.2. Insofar as no specific quality criteria have been agreed, the goods and their packaging must at least be of customary quality. Quality and quantity specifications contained in the order as well as our specifications must be complied with.

- 9.3. If a regulation within the meaning of clause 9.1. is amended after conclusion of the contract but before completion of the delivery, the supplier shall be obliged to take the requirements of the new standard into account within the scope of what is reasonable.
- 9.4. By acceptance or confirmation of models, drawings, payments or the like, we do not waive claims for defects.
- 9.5. If the supplier has reservations about the type of execution requested by us or if he becomes aware of reservations on the part of third parties, the supplier must inform us of these reservations in writing without delay and give us the opportunity to issue instructions on how to proceed.
- 9.6. If we are required by law to inspect the goods after delivery, we shall notify the supplier of any obvious defects in the delivery without delay as soon as they are discovered in the ordinary course of business. The notification is still immediate if we send it within 5 working days at the latest - in the case of deliveries from abroad within 15 working days - after delivery of the goods to us. Hidden defects must be notified immediately after discovery.
- 9.7. The contractual and non-contractual liability of the supplier shall be governed by the statutory provisions. We shall be entitled to the statutory claims for liability for defects in full.
- 9.8. Clause 9.7 above shall apply accordingly insofar as we are entitled to claims against the supplier pursuant to §§ 445a, 445b, 478 BGB (German Civil Code) (supplier recourse). In this context, the supplier shall, as a precaution, assign to us in advance any recourse claims to which the supplier is entitled against its sub-supplier under Sections 478, 479 BGB to secure the recourse claims existing in our favour. We accept the assignment.
- 9.9. If the supplier fails to meet his obligations under the liability for defects within a reasonable period of time set by us, we may take the necessary measures ourselves or have them taken by third parties at his expense and risk. We shall also be entitled to this right if it is not possible for us to set the supplier a grace period due to particular urgency; in this case we shall inform the supplier of this before remedying the defect.
- 9.10. The limitation periods shall be determined in accordance with the statutory provisions.
- 9.11. The values determined by our incoming inspection for number of units, other quantities, weights, etc. of a delivery shall form the basis for invoicing.
- 9.12. The supplier shall carry out a quality assurance which is suitable in terms of type and scope and corresponds to the current state of the art and shall provide us with evidence of this upon request. Upon request, he shall conclude a corresponding quality assurance agreement with us.
- 10. Special warranty for foodstuffs, packaging materials and food additives**
- 10.1. The terms and conditions set out in this Clause 10 shall apply to foodstuffs, food additives and packaging materials. Unless otherwise provided for in Clause 10, the other provisions of these General Terms and Conditions of Purchase shall also apply.
- 10.2. The supplier warrants in particular
- 10.2.1. that the goods delivered are true to sample and comply with the order, in particular as to quality and quantity stated in the order as well as to our specifications, if any, referred to.
- 10.2.2. that the goods and their packaging comply with the German and European statutory provisions; in the case of goods which are foodstuffs, these are in particular Regulations (EC) No. 178/2002 and No. 76/211/EEC as well as the German LFGB (German Food and Feed Code);

- 10.2.3. that the goods and their packaging comply with the agreed specifications;
- 10.2.4. that the maximum levels for contaminants and mycotoxins comply with Regulation EC No. 1881/2006;
- 10.2.5. that flavourings and the flavourings used in the goods comply with the requirements of EC Flavouring Directive No. 1334/2008;
- 10.2.6. that goods of Japanese origin comply with Regulation (EU) No 561/2012;
- 10.2.7. to supply only goods which meet the requirements of Regulation (EC) No. 396/2005 (Pesticide Residues Ordinance) also to the extent that pesticide residues are below the limit values even if the upper value of the scatter range of the analysis results is taken as a basis;
- 10.2.8. that organic goods comply with the German and European legal provisions, in particular Regulations (EC) No. 834/2007 and (EC) No. 889/2008, as well as the orientation values published by the Bundesverband Naturkost Naturwaren (BNN) e.V. at [www.n-bnn.de](http://www.n-bnn.de);
- 10.2.9. that the goods have not been treated with ultraviolet or ionising radiation;
- 10.2.10. that, in accordance with the relevant provisions (in particular Regulations (EC) No 1829/2003 and (EC) No 1830/2003 and future regulations), the goods supplied by it are not genetically modified foodstuffs and/or do not contain foodstuffs, additives or flavourings produced from genetically modified organisms, with the exception of adventitious or technically unavoidable contamination with genetically modified material up to a threshold value of 0.9% in relation to the individual ingredient;
- 10.2.11. that the goods are not subject to compulsory labelling with regard to genetic engineering labelling requirements;
- 10.2.12. the authenticity and accuracy of the certificates and documents as defined in 2.3; and
- 10.2.13. that consumer goods within the meaning of section 2 subsection 6 LFGB (German Food and Feed Code) (i) comply with the relevant provisions of German and European food law, in particular the provisions of sections 30 et seq. LFGB, and comply with Regulation (EU) No. 1935/2004, (ii) can be used by us without restriction for the production of foodstuffs, (iii) comply with the respective state of the art and the recommendations of the BfR (Federal Institute for Risk Assessment) and (iv) have been produced and / or treated under faultless conditions and with the necessary care and by applying the required hygiene and quality controls.
- 10.3. The supplier is obliged to complete our specification data sheets and, where necessary and/or specified, certificates of conformity in full and to return them to us completed and signed prior to initial delivery.
- 10.4. Insofar as the goods delivered by the supplier are mixed, combined and/or processed by us with other goods, the supplier guarantees the usability and marketability both in relation to the manufacturing process and in relation to the end product, insofar as we inform him in writing about the use. The supplier is obliged to inform us in writing, without being requested to do so, of any concerns regarding the corresponding use of the delivered goods, in particular to indicate any special features to be taken into account by us with regard to the use of the goods in production.
- 10.5. We must be notified in writing at least eight (8) weeks before the planned implementation of any changes to quantities and/or compositions of the goods in the lists of ingredients (recipe changes) as well as packaging changes deviating from the specification agreed by us with the supplier. Corresponding changes always require our express written consent, unless required by mandatory statutory provisions. The supplier shall remain responsible for the marketability of the

goods in accordance with the specifications of the above clauses even in the event of a change in the recipe and / or packaging. The assertion of further claims remains unaffected.

- 10.6. With regard to the goods, the supplier shall guarantee proper and complete controls in the course of production. He is obliged to ensure that these comply with the respectively valid legal situation as well as the current state of the art, taking into account the special requirements of the product-specific food industry. In addition to compliance with the relevant food law regulations, the supplier must ensure, without prejudice to further obligations, that production and storage-specific requirements are met in accordance with the intended use of the goods.
- 10.7. Prior to the start of production, the supplier guarantees that it will only use ingredients that come from third-party suppliers who unconditionally guarantee the marketability and health safety of their raw materials and, if applicable, confirm this fact by means of corresponding certificates from accredited laboratories. The same applies to the supplier's deliveries of goods. The supplier guarantees that it monitors the above-mentioned third-party suppliers and continuously carries out an incoming goods inspection that at least meets the requirements customary in the industry.
- 10.8. We are entitled to exclude the commissioning of third party suppliers insofar as doubts about the quality standards of the third party suppliers are justified.
- 10.9. With regard to the goods delivered by him, the supplier guarantees continuous and complete traceability in accordance with the respectively applicable German and European legal provisions (in particular VO EG No. 178/2002 and LFGB or future regulations). In addition to the goods, the traceability shall also include the ingredients, raw materials, additives and auxiliary materials etc. used for each product, the time of manufacture/production, the packaging materials and the course of the manufacturing process. In case of need (official complaint, customer complaint, etc.), the supplier shall be obliged to provide us with the necessary information / details for specific goods as requested without delay. The assertion of further claims against the supplier remains unaffected by this.
- 10.10. In the case of goods whose labelling shows or must show shelf-life-related dates (best-before date, use-by date, etc.), the remaining shelf life, i.e. the time available to us for processing and/or marketing the goods, calculated from the day following receipt of the goods, must be at least 75% or, in the case of finished goods, 90% of the total shelf life (span between manufacture and the date stated). Deliveries of goods that do not meet this requirement shall be deemed defective.
- 10.11. The supplier is obliged to provide us immediately and free of charge with the written documents and declarations required or useful for any export of the goods to other countries within and/or outside Europe, e.g. certificates of origin, health certificates, clearance certificates, etc. The supplier guarantees the authenticity and correctness of the contents of such certificates.
- 10.12. Insofar as the goods are intended for the German market according to the order or the order does not exclude a resale of the goods in Germany, disposable sales packaging of the goods may bear the "green dot" of DSD (Duales System Deutschland Gesellschaft für Abfallvermeidung und Sekundärrohstoffgewinnung GmbH). Insofar as the supplier's goods are delivered as finished products in packaged form, the supplier shall be liable for proper participation in the Dual System and shall indemnify us against claims by third parties, including public authorities, which are asserted due to a breach of the Packaging Ordinance and / or due to a breach of a contract of the supplier with DSD or others and / or due to a breach of a legal standard issued on the basis of European packaging law. For goods which, according to the order, are intended exclusively for one or more foreign markets, the above provisions shall apply accordingly, unless otherwise agreed in writing, in particular insofar as the respective country of destination has adopted the green dot as a financing symbol for the collection, sorting and recycling of the packaging or other private-sector systems such as the Dual System exist.
- 10.13. If, due to actual or alleged health hazards, there is a public warning, in particular in the media, against buying and using the products of a comparable type or with comparable ingredients, we shall be entitled to cancel undelivered orders and to return goods already delivered against

reimbursement of the purchase price, in particular insofar as there is presumably no further demand for the goods as a result of the warning. The right of cancellation must be exercised by us in writing within one month after the first publication of the warning. With regard to any expenses incurred by us in connection with the product warning, clause 11.3 below shall apply accordingly. Any further claims to which we are entitled shall remain unaffected by this.

- 10.14. The supplier guarantees that the transport is carried out in clean containers suitable for the transport of foodstuffs, avoiding contaminants or other negative influences. In particular, no pests, foreign odours, dust, moisture, mould, foreign bodies or other negative influences may be found in the means of transport. The same applies to the respective loading and final loading area and any intermediate storage. In particular, the supplier warrants not to use any means of transport whose cargo space is fully or partially enclosed with a tarpaulin only. The delivery of liquid foodstuffs (e.g. glucose syrups, oils) shall be made in insulated silo vehicles (only for foodstuff transports). The tank openings are sealed before transport.

## **11. Product liability/exemption/liability insurance cover**

- 11.1. Insofar as the supplier is responsible for a product defect, he shall be obliged to indemnify us against claims for damages by third parties on first demand, insofar as the cause lies within his sphere of control and organisation and he himself is liable in relation to third parties.
- 11.2. Within the scope of his liability for these cases of damage, the supplier is obliged to reimburse us for any expenses pursuant to §§ 683, 670 BGB (German Civil Code) or pursuant to §§ 830, 840, 426 BGB (German Civil Code), which result from or in connection with a recall action carried out by us. We will communicate with the supplier - as far as possible and reasonable - about the content and scope of the recall measure to be carried out, inform the supplier and give him the opportunity to comment. Other legal claims shall remain unaffected.
- 11.3. The supplier undertakes to maintain a product liability insurance in respect of all risks with a sum insured of at least 5.0 million euros per personal injury / property damage - lump sum - and to maintain it without limitation for the term of the supply relationship / order. If we are entitled to further claims for damages, these shall remain unaffected. Proof of insurance cover shall be provided at our request. The supplier shall inform us immediately in writing of the withdrawal/restriction of insurance cover.

## **12. Copyrights / Confidentiality**

- 12.1. We reserve the property rights and copyrights to illustrations, drawings, calculations, specifications, data, data carriers provided, performance descriptions, specifications and other documents - hereinafter referred to as "information" for short.
- 12.2. The supplier shall not be entitled to a right of retention to the information in accordance with the above section 12.1. under any legal aspect.
- 12.3. The supplier is obliged to maintain secrecy with regard to written or oral information within the meaning of Clause 12.1. received in connection with the placing of the order, the creation of the tool and / or the manufacture of parts. We shall release the supplier from its obligation to maintain secrecy if it proves that the information requiring secrecy was already known to it prior to disclosure by us or if this information becomes generally known during the term of the contract without a breach of contract by the supplier being the cause thereof. The release from the obligation to maintain secrecy shall only become effective upon our written declaration.

## **13. Industrial property rights**

- 13.1. The supplier warrants that no third party rights, in particular copyrights, are infringed in connection with his delivery and service and that any work performed by him is free of third party rights.
- 13.2. If claims are asserted against us by a third party due to an infringement of property rights, the supplier shall be obliged to indemnify us against such claims upon first written request. The supplier's obligation to indemnify us shall also apply to all expenses necessarily incurred by us as a result of or in connection with the claim by a third party. We are not entitled to conclude agreements, in particular a settlement, with the third party without the written consent of the supplier.

- 13.3. The period of limitation for the claims according to the aforementioned clauses 13.1. and 13.2. is 36 months, calculated from the transfer of risk, unless a longer period of limitation follows from the law.

**14. Provision/Retention of Title**

- 14.1. If we provide parts and/or materials to the supplier, the supplier shall be obliged to handle and store the parts and/or materials provided by us properly.
- 14.2. When the parts and/or materials are taken over by the supplier in our factory, the responsibility for damage and loss shall pass to the supplier, irrespective of whether the parts and/or materials are provided by us free of charge or delivered against payment.
- 14.3. Unless expressly agreed otherwise, parts and / or materials provided by us shall be charged to the supplier at factory delivery prices.
- 14.4. The parts and/or materials provided by us may only be used by the supplier for the agreed purpose.
- 14.5. Insofar as we provide parts or materials, we shall retain title thereto. Processing or transformation by the supplier shall always be carried out for us. If our goods subject to retention of title are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.
- 14.6. If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the supplier's item is to be regarded as the main item, it shall be deemed agreed that the supplier transfers co-ownership to us on a pro rata basis; the supplier shall hold the sole ownership or co-ownership in safe custody for us.
- 14.7. Insofar as the security rights to which we are entitled in accordance with the above section 14.5. and/or 14.6. exceed the purchase price of all our goods subject to retention of title which have not yet been paid for by more than 10 %, we shall be obliged to release the security rights at our discretion at the request of the supplier.
- 14.8. Any tools provided by us shall remain our property. If the tools are manufactured by the supplier himself or by third parties according to our specifications, we shall receive ownership of the tools at the latest upon their completion and delivery/transfer to the supplier, subject to a simple retention of title, if agreed. The supplier shall keep our sole ownership of the tools for us.
- 14.9. We do not recognise a retention of title in favour of the supplier unless otherwise agreed in writing.

**15. Withdrawal from the contract in the event of insolvency of the supplier**

- 15.1. If insolvency proceedings are opened against the assets of the supplier or if the opening of such proceedings is rejected for lack of assets, we shall be entitled to withdraw from the part of the contract that has not been fulfilled.

**16. Supply Chain Due Diligence Act / sanotact Code of Conduct**

- 16.1. The supplier agrees to comply with the human rights-related and environmental expectations according to §2 of the LkSG (Supply Chain Due Diligence Act) and to address them appropriately along the supply chain.

- 16.2. The supplier agrees to comply with and implement the sanotact Code of Conduct. The sanotact Code of Conduct can be viewed and downloaded at [https://www.sanotact-group.de/wp-content/uploads/2022/04/Code-of-Conduct\\_sanotact\\_EN.pdf](https://www.sanotact-group.de/wp-content/uploads/2022/04/Code-of-Conduct_sanotact_EN.pdf). Failure to comply with it constitutes a material breach of contract on the part of the supplier.
- 16.3. In the event of a breach of the sanotact Code of Conduct by the supplier, we have the right to terminate the contractual relationship for good cause without notice after the unsuccessful expiry of a deadline set for remedial action or after an unsuccessful warning, or the right to withdraw from the contract. Our right to claim damages shall not be excluded by the termination.
- 16.4. If claims are asserted against us by third parties due to the violation of the requirements of the sanotact Code of Conduct and if this is based on conduct attributable to the supplier, the supplier is obligated to indemnify us from these claims upon first written request. The indemnification obligation also refers to all expenses necessarily incurred by us from or in connection with the claim by third parties.
- 17. Environmental protection/occupational health and safety/energy**
- 17.1. The supplier undertakes to provide its services in constant compliance with current labour and environmental protection law, energy law, the applicable standards/guidelines and the respective state of the art. This commits in particular to the selection of environmentally friendly and recyclable input materials, the use of low-emission and low-pollutant technologies, the construction of dismantling- and deconstruction-friendly structures as well as energy- and resource-saving solutions. The requirements of the EC Machinery Directive 2006/42/EC apply to the supply of new or used machinery, individual components, partial and/or complete production lines. The systems and equipment to be erected, including the electrical equipment, must comply with the requirements of EU Directive 94/9/EC (Atex), the Ordinance on Industrial Safety and Health and the applicable directives and standards (VDE/VDI regulations, rules and regulations of the German employers' liability insurance association [berufsgenossenschaftliches Regelwerk]). During activities on the premises of sanotact GmbH, all requirements of occupational health and safety as well as environmental protection must be safely complied with; otherwise, expulsion from the site is possible.
- 18. Final provisions**
- 18.1. All agreements made between us and the supplier for the purpose of the delivery of goods or the provision of services by the supplier must be in writing. Transmission in text form (§ 126b BGB), in particular by fax or e-mail, shall be sufficient to comply with the written form requirement (§ 126 BGB), unless the offer, the order confirmation or these General Terms and Conditions of Purchase expressly require the written form to the exclusion of the text form.
- 18.2. If the supplier is a commercial entity, a legal entity under public law or a special fund under public law, our registered office in Germany shall be the place of jurisdiction. However, we are also entitled to sue the supplier at the court of his place of residence.
- 18.3. Unless otherwise agreed, the place of performance is sanotact, Hessenweg 10, 48157 Münster.
- 18.4. The law of the Federal Republic of Germany shall apply to the exclusion of the provisions of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 18.5. Should any provision of these General Terms and Conditions of Purchase be invalid, unenforceable or void in whole or in part, the validity of the remaining provisions shall not be affected thereby.