S. Goldmann GmbH & Co. KG
Schillerstr. 79 · 33609 Bielefeld · Germany

International Terms and Conditions of Purchase

§ 1 Applicability of the Terms and Conditions

1. We conclude contracts exclusively in accordance with our Terms and Conditions of Purchase set out below. These also apply to future orders, even if they are not expressly agreed upon again. Any deviations from these terms and conditions shall only be valid if we confirm them in writing (§ 126b of the German Civil Code (BGB)). The supplier's terms and conditions which we do not accept in writing shall not be binding on us, even if we do not expressly object to them.

2. The supplier accepts our terms and conditions of purchase as binding for the purposes of the contract, at the latest upon commencement of the performance of the contract.

3. We may cancel our order unless the supplier confirms it in its original form within two weeks of receipt.

4. For the purposes of these terms and conditions, the requirement for written form is also met by emails.

§ 2 Conclusion of the contract

1. Prior to the conclusion of the contract, the supplier is obliged to notify us in writing if the goods to be supplied are not fully suitable for the use of which the supplier has been informed or which is stipulated in the contract, if specific safety regulations must be observed when handling the goods to be supplied or if the goods to be supplied may pose health, safety or environmental risks.

2. If the quotation or order confirmation differs from our enquiry or order, the supplier must specifically highlight the differences.

3. All orders placed by our staff shall only become effective upon our written order confirmation. The supplier shall be bound by its quotation for 14 calendar days. Our order confirmation shall be deemed to have been issued in good time if it is sent by the end of the 14-calendar-day period following receipt of the supplier's quotation.

4. We do not issue an order confirmation if the supplier accepts our quotation/order by signing the document we have sent. In all other cases, our order confirmation shall be decisive as to the scope of the contract and shall constitute the conclusion of a contract even if it deviates from the supplier's contractual declarations – apart from the purchase price and delivery quantity – in particular with regard to the exclusive applicability of these International Terms and Conditions of Purchase.

5. If the supplier does not agree with a deviation, they must specify the deviations in question in detail in writing within 10 calendar days of receiving our order confirmation.

6. Order confirmations sent by the supplier have no legal effect and do not require a separate objection. Our acceptance of the goods or any other action on our part does not constitute agreement to the supplier's order confirmation.

7. Our staff are not authorised to deviate from the requirement for an order confirmation in writing.

International Terms and Conditions of Purchase

§ 3 Labelling, delivery, transport

1. The supplier is obliged to supply goods of the agreed type and quantity, in the agreed quality and packaging and to ensure that they bear the labelling and markings required in Germany and the EU, as well as certificates of origin and certificates of analysis. In addition, the supplier must enclose the accompanying documents specified in the order or our order confirmation as well as any requested processing and application instructions and safety data sheets.

2. Each delivery must be accompanied by a delivery note stating the order number from the order confirmation and, for each type of goods, the relevant customs tariff code. All documents accompanying the goods must comply with the legal requirements (Germany, EU, destination) and must also be sent to us separately in electronic form.

3. The supplier must comply with agreed delivery dates or delivery periods. Failure to meet the delivery period constitutes a fundamental breach of contract within the meaning of Article 25 of the CISG. The supplier shall only be entitled to perform its obligations after the deadline has expired if we have agreed to this in writing.

4. Even when using Incoterms such as ‘ex works’ or similar, the supplier is obliged to obtain the documents required for free export and import and to hand them over to us. ‘Incoterms’ always refers to the Incoterms® 2020 of the International Chamber of Commerce (ICC).

5. Regardless of the agreed Incoterms, the supplier must arrange for the transport, packaging and loading of the goods. The supplier must organise the transport of the goods and insure them, whilst taking into account the measurement and weight systems applicable at the destination.

6. The supplier must collect transport, sales and other packaging at their own expense from the delivery address specified in our order confirmation. The packaging must comply with the requirements of the Packaging Act (VerpackG).

§ 3a Price adjustment

The supplier is obliged to pass on to us, without delay and in accordance with the same criteria, any reductions in the costs relevant to the calculation (in particular the costs of raw materials, energy and transport).

§ 4 Quality of goods, goods not in conformity with the contract

1. The goods must conform to the agreed specifications and be free from any third-party rights. Even in the absence of a separate agreement, the goods must comply with the legal requirements in the EU, in particular the REACH Regulation (EC) No 1907/2006 and the CLP Regulation (EC) No 1272/2008. Further requirements regarding quality are set out in our purchase order or order confirmation.

   Prior to delivery, the supplier must inspect the goods to ensure they meet the agreed quality standards, comply with the law, are in the agreed quantity and are packaged in the agreed manner, and must verify that they are free from any third-party rights and claims.

2. Notwithstanding any further statutory provisions, the goods shall be deemed to be in breach of contract if they do not comply with the contractual agreements, the specifications set out in § 4 section 1, the advertising claims, the statements made to us by the supplier, or the relevant legal provisions in the European Union. This shall not apply only if our order confirmation contains a different specification or if the supplier provides evidence that we were aware of the goods' non-conformity at the time the contract was concluded.

3. We shall inspect the goods for any obvious non-conformities within 10 calendar days of delivery and shall give notice of such non-conformities without delay once the inspection has been completed. We shall give notice of any non-conformities not previously identified within 10 calendar days of their discovery. The notice must describe the non-conformity in a manner that allows it to be identified; no further details regarding its nature or extent are required.

4. A detailed inspection of the goods is only required once processing or use has commenced but no later than six months after they have been handed over to us. We will, however, inspect the goods for typical discrepancies in type, quantity and quality, as well as packaging.

5. We are entitled, without waiving any further contractual or statutory claims, to assert remedies in accordance with these terms and conditions if the goods indicate the qualities complained of at the time the breach of contract was established. The supplier is free to prove that the breach of contract arose only after the transfer of risk and is attributable to us.

6. We are also entitled to demand a replacement delivery or the termination of the contract in the event of breaches of contract which do not constitute a fundamental breach within the meaning of Article 25 of the CISG.

7. Any attempts made by us or by third parties to remedy breaches of contract shall not prejudice our right to pursue the legal remedies available to us.

8. We are entitled to withhold the purchase price until the complaints have been fully resolved.

9. The limitation period for our claims/remedies begins upon delivery of the goods to the place of receipt. If the supplier is investigating a breach of contract that we have complained about, the running of the limitation period shall be suspended until the supplier has provided us with a final statement.

10. Claims arising from subsequent performance – replacement delivery or rectification – become time-barred after two years at the earliest. In the case of infringements of rights, the limitation period is 10 years.

§ 5 Termination of contract

1. The supplier shall only be entitled to terminate the contract following prior written notice and the expiry of a reasonable grace period set for us. Any further statutory restrictions shall remain unaffected.

2. We may terminate the contract in whole or in part if the supplier objects to the validity of these terms and conditions, if an application is made for insolvency proceedings to be opened in respect of its assets, or if it fails to fulfil material contractual obligations towards us without providing a valid reason.

3. In the event of a minor breach of a contractual obligation, we are entitled to demand the termination of the contract once a grace period, which has been set without success, has expired.

4. Both parties are entitled to terminate the contract following the expiry of a reasonable grace period without result, if performance of the contract has become impossible or significantly more difficult for reasons for which neither party is responsible.

§ 6 Compensation

1. The supplier may only claim damages in the event of a material breach of contract on our part. A material breach of contract occurs where there is a breach of an obligation whose fulfilment is of fundamental importance to the performance of the contract and on whose fulfilment the supplier is entitled to rely.

2. We may, without restriction and in accordance with the statutory provisions, claim damages from the supplier either in lieu of or in addition to other rights. Unconditional acceptance of the goods does not constitute a waiver of claims for damages.

3. The damages to be compensated shall comprise all damages, losses and disadvantages arising directly or indirectly as a result of the breach of contract, unless the supplier proves that the extent of the damage was not foreseeable at the time the contract was concluded or during its performance.

4. In the event of a culpably delayed delivery, we shall be entitled to claim damages amounting to 0.5% of the relevant delivery value for each full week of delay, up to a maximum of 5% of the order value. The supplier reserves the right to prove that the loss incurred by us was less than this.

5. In the event of late payment, the interest payable shall be 9 percentage points above the Deutsche Bundesbank's base rate (§ 288 section 2 of the German Civil Code (BGB)).

§ 7 Other provisions

1. We reserve all rights (rights of protection, ownership and copyright) to all documents made available to the supplier, regardless of the form in which they are embodied. The supplier must keep these documents confidential from third parties and may only use them for the purpose of performing the contract. Upon termination of the contract, they must be returned immediately or verifiably destroyed.

2. The supplier shall indemnify us in full against all claims by third parties arising from provisions of product law or product liability law insofar as the cause lies within its sphere of responsibility. This indemnity shall also cover reimbursement of any expenses incurred by us and the costs of any recall operation that may become necessary.

3. In such circumstances (imminent claims under product liability law by third parties, necessary product recalls), the supplier shall provide us with security upon request. The same shall apply if we face penalties, fines or other adverse consequences as a result of an official order and where such an order is based on product liability regulations which, under these agreements, the supplier would have been responsible for complying with.

4. The supplier undertakes to comply with the principles of the Supply Chain Due Diligence Act (LkSG) and the applicable international human rights and environmental standards. Upon request, the supplier shall provide the information and evidence necessary for us to fulfil our reporting obligations.

International Terms and Conditions of Purchase

5. The supplier must ensure that all requirements of the applicable export control and sanctions regulations are complied with in relation to the goods supplied, in particular the EU Dual-Use Regulation (EU) 2021/821, the EU Sanctions Regulations and the relevant US Export Control Regulations (EAR, OFAC). The supplier shall provide us with all information required for export control in good time.

6. The supplier acknowledges that our Supplier Code of Conduct, in its currently valid version is binding. It is available at https://www.gold-mann.de/en/downloads/. In the event of material breaches of the Supplier Code of Conduct, we are entitled to terminate the contract with immediate effect.

7. In the event of any discrepancy or inconsistency between the German and English version of these International Terms and Conditions of Purchase, the German version shall apply.

§ 8 Force Majeure

1. Neither party shall be liable for any failure to perform or delay in performing its contractual obligations to the extent that such failure or delay is due to force majeure. Force majeure means any event beyond the reasonable control of the party concerned, in particular natural disasters, epidemics, pandemics, war, terrorism, civil unrest, embargoes, official orders, cyber-attacks, energy supply difficulties, operational disruptions and strikes.

2. The affected party must inform the other party without delay of the occurrence and the expected duration of the impediment. Both parties shall endeavour to minimise the impact of the impediment.

3. If the impediment persists for more than six months, either party shall be entitled to terminate the contract by giving written notice, without this giving rise to any claims for damages.

4. If delivery becomes permanently impossible as a result of force majeure, in particular official export or import bans, the supplier must refund any advance payments already received without delay and at the latest within 14 days together with interest at a rate of 9 percentage points above the base rate from the date of payment.

§ 9 Place of performance, applicable law, dispute resolution

1. The place of performance, payment and fulfilment is always Bielefeld, irrespective of any agreement on Incoterms.

2. The CISG (United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980) in its English-language version shall apply as shall the customs prevailing in Bielefeld, Germany.

3. The CISG in conjunction with these International Terms and Conditions of Purchase shall apply to the formation of the contract and the incorporation of these International Terms and Conditions, to the contractual and pre-contractual rights and obligations of the parties including ancillary obligations and to the interpretation of the contract. Where the CISG does not apply, the non-harmonised German law shall apply.

4. All disputes arising out of or in connection with contracts to which these International Conditions of Purchase apply shall be finally settled in accordance with the Rules of Arbitration of the German

International Terms and Conditions of Purchase

Institution of Arbitration (DIS) in the version dated 1 March 2018 to the exclusion of ordinary legal proceedings. The place of arbitration shall be Frankfurt on Main, Germany.

The arbitral tribunal shall consist of one arbitrator where the amount in dispute is less than EUR 250,000.00 and of three arbitrators where the amount in dispute exceeds that sum. The language of the proceedings shall be English.

5. Should any provisions of these International Conditions of Purchase be or become invalid, in whole or in part, the remaining provisions shall remain valid. The contracting parties shall replace the invalid provision with a valid provision that most closely approximates the economic meaning and purpose of the invalid provision.

§ 10 Data Protection

We provide information on the processing of personal data in the context of our business relationship in accordance with Articles 13 and 14 of the GDPR in our privacy policy, which is available at https://www.gold-mann.de/en/privacy-policy/ .