

# **General Purchasing Terms and Conditions for Services of the Bürkert Company Group, Germany**

## **1.0 General**

- 1.1 These General Purchasing Terms and Conditions (Purchasing T+Cs) apply exclusively to corporate transactions with businesses (hereinafter: 'contractors').

The following Purchasing T+Cs apply to all contracts with which the Bürkert Company Group (hereinafter: 'principal') contracts services according to §§ 611 et seqq. BGB. If not only services under a service contract, but also contents under a work contract are contracted, the principal's General Terms and Conditions for Purchase Contracts / Work Services apply additionally in this regard.

The principal's Purchasing T+Cs for Services apply exclusively; contrary or deviating conditions of the contractor are not recognised, they are hereby expressly rejected.

Until an agreement is concluded contrary to this, these Purchasing T+Cs apply to the entire present and future corporate transactions, even to the extent to which an individual single assignment as part of an existing corporate relationship does not reference the Purchasing T+Cs specifically. To view these Purchasing T+Cs in their respective valid version and to download them, visit [www.burkert.com](http://www.burkert.com).

## **2 General duties of the contractor**

- 2.1 The contractor owes rendering of the services that have been specifically contracted. In the event of comprehensive assignments as well as projects, the scope of service including the schedule is defined by a service specification to be signed by both parties.

The contractor carries out the services and tasks assigned to him or her under his or her own responsibility on a state-of-the-art basis; only he or she is authorised to instruct his or her employees.

- 2.2 Before the commencement of the service, the contractor nominates to the principal a responsible contact person and, if applicable, a deputy. The communication as part of an existing contractual relationship, also in terms of the deployed staff, takes place exclusively through the contact persons nominated by the contractor. The contractor will deploy only qualified employees in carrying out the assignment.

- 2.3 In rendering the services on the principal's corporate premises, the contractor shall observe the safety/security regulations in force there and other guidelines, which the principal shall provide to the contractor on request. If the principal's information and telecommunication technology is accessed, the IT security guidelines applying there shall be observed.

- 2.4 The contractor undertakes to execute the scope of delivery and service consistent with the valid European and German legal regulations and to consider the interests of occupational safety, hazard avoidance and environmental protection.

- 2.5 The contractor is not authorised to represent the principal.

- 2.6 The contractor will inform the principal without prompting about those facts and/or changes to such facts that can justify a presumption of bogus self-employment on the part of the contractor.

### **3 General duties of the principal**

3.1 The principal renders the necessary cooperation actions on time provided that they are agreed in this contract or by special contract.

3.2 The principal grants to the contractor upon prior agreement the necessary access to the premises and provides necessary working space.

In principle, the contractor shall render the service using his or her own resources. In particular cases of need and special cases, the principal shall provide the contractor with the required resources.

3.3 The principal provides the contractor with requested and/or required documents as well as information – insofar as available – in time for the agreed deadlines/appointments. If information cannot be procured or not openly disclosed due to third-party rights, this is not tantamount to insufficient cooperation.

3.4 Insufficient cooperation by the principal shall be rebuked by the contractor immediately, however no later than 1 week after gaining knowledge of such, otherwise the principal is not in arrears.

### **4 Service alterations, additional services**

4.1 The principal may demand alterations to the contractual services at any time. The contractor shall make a new written contractual offer to the principal regarding these additional and more extensive services. The additional service must not be rendered until a separate specific contract is concluded regarding these services. If no agreement is reached, the principal may terminate the contract regarding the specific service to be altered if it is unreasonable for the principal to abide by the contract without the demanded alteration.

### **5 Remuneration**

5.1 All offers and quotations are free of charge and non-binding on the principal. The remuneration stated when the assignment is placed is dispositive.

5.2 Services are remunerated only when they have been rendered in full provided that nothing else is agreed. If the parties agree partial payments, the partial payments shall not be rendered until each partial service has been rendered in full.

5.3 The contractor is bound by the agreed remuneration upper limits and fixed prices as well as his or her estimate of expenditure carried out before the contract was concluded unless such are denoted expressly in the order as non-binding.

5.4 If a fixed price is agreed for a service, the contractor shall render this service in full at the agreed price. Any additional expenditure to render agreed services in full shall be borne by the contractor.

### **6 General service disruptions and arrears**

6.1 Appointments and deadlines agreed in writing are binding. Impending arrears shall be reported to the principal immediately.

6.2 Only the actual rendering of the contractually agreed service at the contractually agreed site by/on the agreed date is dispositive for the punctuality of the services. If the contractor is in arrears with the service, and the principal has set an appropriate period of grace without suc-

cess, the principal may withdraw from the contract and demand compensation in lieu of the service.

## **7 Liability**

- 7.1 The principal and contractor are liable according to the statutory provisions insofar as no deviating regulations have been agreed in a specific contract. The principal may assert losses from group companies as per its own losses towards the contractor.
- 7.2 The contractor shall take out customary business third-party liability insurance appropriately covering the risks arising from rendering the service with a minimum coverage sum of EUR two million and shall maintain this for the entire contractual period. Upon demand, the contractor shall demonstrate that the insurance protection exists and has the correct scope by producing certification from the insurer.

## **8 Rights to work products / copyrights**

- 8.1 Usage rights for documentation, reports, charts, diagrams, images, photographs, films, data carriers for visual playback, other data carriers, etc. arising in the context of carrying out service contracts are held exclusively and comprehensively by the principal.
- 8.2 The principal becomes the owner of all documents delivered by the contractor and created as part of this contract. The principal receives an exclusive, irrevocable right of use for all use types, unrestricted in terms of time, territory and contents, with this right being transferable regarding the documents in the prior sentence as well as all results and unprotected knowledge that have otherwise arisen from the cooperation.
- 8.3 If as part of fulfilling this contract existing commercial property rights, copyrights or unprotected knowledge (expertise) of the contractor are/is used and these/this are/is necessary for the principal to utilise the work product, the principal receives a non-exclusive right of use for this; this is settled with the contractual remuneration and contains all types of use, particularly those named under point 8.1.
- 8.4 The contractor ensures that all services rendered are free of third-party rights, otherwise he or she must agree contractually with the copyright holders that he or she is authorised to grant the right. He or she exempts the principal from all third-party entitlements asserted by the third party against the principal due to violation of rights by the services rendered by the contractor.
- 8.5 The contractor will report to the principal immediately all inventions or other protection-worthy products that arise in the context of the services rendered for the principal, and provide all necessary information to the principal. All inventions shall be transferred to the principal.

## **9 Duty of secrecy and data protection**

- 9.1 The contractor undertakes to treat all non-evident technical, commercial and organisational information to which he or she becomes party as part of the business relationship as business secrets, to protect such from being accessed by unauthorised third parties, and both for the duration and after the completion of this contract neither to utilise such himself or herself nor to make such accessible to third parties.
- 9.2 The contractor will use the information and documents ceded to it in the past or future as part of the cooperation with the principal only for the tasks assigned to the contractor.
- 9.3 If the contractor receives indications that unauthorised third parties may have obtained knowledge of the information and data, he or she shall inform the principal of such immediate-

ly and in concert with the principal undertake everything possible to elucidate the circumstances and prevent future access.

- 9.4 Should the contractor save, edit or process information and data in his or her data processing systems, he or she shall ensure that unauthorised third parties cannot access such information and data.
- 9.5 Once the assignment has been carried out, the contractor undertakes to return all information, data, documents and storage media he or she has received to the principal. Moreover the contractor will remove all data and information from his or her data processing systems, as well as return to the principal all reproductions of the data and storage media.
- 9.6 The contractor is duty bound to adhere to all provisions under data protection law in their respective valid version and will observe such.
- 9.7 Violating one of the aforementioned duties obliges the liable party to render compensation.

## **10 Contractual duration and termination**

- 10.1 The contract has the duration as agreed when the purchase was concluded or agreed in the specific contract.
- 10.2 If no fixed duration has been agreed, the contract may be terminated by both contractual parties in writing with a notice period of 3 months to the end of a quarter.
- 10.3 The contractual parties' right to terminate the contract due to an important reason remains unaffected. An important reason is deemed in particular if an application to open insolvency proceedings has been placed against the respective other party, or the insolvency proceedings have commenced, or the commencement of such has been rejected due to a lack of assets, or proceedings to take an affidavit have been carried out.

An important reason for the principal is also deemed if the assignment execution is recognisably endangered due to a lack of capacity on the part of the contractor, or despite a warning notice with appropriate period of grace set the contractor does not render the service consistent with the contract, or facts become known to justify the presumption of bogus self-employment on the part of the contractor.

- 10.4 The regulations in points 8 and 9 remain effective even once the contract has been completed.

## **11 Subcontractors**

- 11.1 The contractor is authorised to enlist subcontractors only with prior written consent of the principal. He or she is liable to the principal for the subcontractors he or she enlists.

## **12 Work by the contractor**

- 12.1 Foreign employees subject to a work permit may be deployed by the contractor to fulfil his or her contractual services only if such persons are the contractor's employees. Moreover the condition is that these employees hold a residence and work permit.
- 12.2 The contractor undertakes to observe the statutory and collective bargaining-based provisions, particularly those of the Employee Deployment Act and Minimum Wage Act.

### **13 General provisions / closing provisions**

- 13.1 Verbal ancillary agreements do not become a component of the contract. Alterations and additional regulations become effective only if they are agreed in writing. This applies also to agreements repealing this requirement for written form.
- 13.2 If one of the provisions in the contract is ineffective, the remainder of the contract remains unaffected by this. The contractual parties shall agree a regulation taking into account both parties' interests.
- 13.3 German law applies, place of fulfilment is Ingelfingen, place of jurisdiction is Künzelsau.

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