

## Terms and conditions of purchase

### § 1 General conditions and scope of application

(1) Orders by the FKN GROUP are placed exclusively on the basis of these Terms and Conditions of Purchase; the FKN GROUP does not recognise any terms and conditions of the Seller that conflict with or deviate from these Terms and Conditions of Purchase, even if the FKN GROUP does not expressly object to them or accepts the delivery without reservation. These Terms and Conditions of Purchase also apply to all future transactions with the Seller.

(2) All agreements made between the FKN GROUP and the seller must be in text form for reasons of proof (§ 126b BGB). This also applies to the amendment or cancellation of this clause.

(3) These Terms and Conditions of Purchase apply to entrepreneurs within the meaning of §§ 14, 310 para. 1 BGB (German Civil Code).

### § 2 Offer and offer documents

(1) Orders by the FKN GROUP can be placed in text form (§ 126b BGB). Unless otherwise stated in the order by the FKN GROUP, the FKN GROUP is bound to the order for 10 working days from the date of the order.

(2) The seller is obliged to confirm the order in writing, confirming the binding delivery time, within a period of one week from receipt of the order.

(3) The FKN GROUP reserves the property rights and copyrights to offer documents, e.g. illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without the express written consent of the FKN GROUP. They are to be used exclusively for production based on the order from the FKN GROUP; after the order has been processed, they are to be returned to the FKN GROUP without being asked.

(4) Tools that the FKN GROUP makes available to the seller or that are manufactured by the seller or third parties for contractual purposes remain the property of the FKN GROUP or become the property of the FKN GROUP at the latest after full payment. They must be labelled by the seller as the property of the FKN GROUP, stored carefully, protected against damage of any kind, insured appropriately and only used for the purposes of the contract. The seller hereby assigns to the FKN GROUP all claims for compensation arising from this insurance; the FKN GROUP accepts this assignment. The use of the tools for the processing of orders from third parties is not permitted.

## **§ 3 Prices and terms of payment**

(1) The prices stated in the order are net prices plus VAT and are fixed prices. Additional claims due to insignificant quantity changes (+/- 10%) are excluded. Transport and packaging costs to the specified dispatch address, any customs costs and other ancillary costs are included in the prices. The delivery notes must be enclosed. The return of packaging requires special agreement.

(2) Order confirmations, dispatch notes, consignment notes and invoices, as well as all correspondence, must contain the FKN GROUP order number.

(3) Unless otherwise agreed, the purchase price is due for payment within 60 days of delivery and receipt of a verifiable invoice. If payment is made within 30 days of delivery and receipt of a verifiable invoice, the FKN GROUP is authorised to deduct a 3% discount. Payments can be made by bank transfer. The date of dispatch/transfer is decisive for the timeliness of the payment.

(4) The FKN GROUP is entitled to set-off and retention rights to the extent permitted by law.

## **§ 4 Delivery time and delay in delivery**

(1) The delivery dates stated in the order are binding. If no delivery dates are specified, delivery must be made immediately. Unless otherwise agreed in writing, receipt of the delivery at the place specified in the order shall be decisive for compliance with the delivery date.

(2) The seller is obliged to inform the FKN GROUP immediately in writing if circumstances occur or become recognisable which indicate that the agreed delivery time cannot be met or - if no delivery time is specified - this cannot be done immediately.

(3) In the event of a delay in delivery, the FKN GROUP is entitled to the statutory claims. The FKN GROUP is entitled to demand compensation instead of performance and to withdraw from the contract after the fruitless expiry of a reasonable deadline. If the FKN GROUP demands compensation, the seller has the right to prove that it is not responsible for the breach of duty.

(4) If the seller is in default, the FKN GROUP may - in addition to further statutory claims - demand lump-sum compensation for the damage caused by default in the amount of 0.2% of the net price of the goods delivered late per calendar day, but not more than 5% of the net price of the goods delivered late in total.

## **§ 5 Transfer of risk and quality**

(1) Unless otherwise agreed in writing, delivery shall be free domicile. The seller is obliged to take out transport insurance at his own expense.

(2) The risk of accidental loss and accidental deterioration of the item is only transferred to the FKN GROUP upon handover at the place of fulfilment.

(3) The seller is obliged to comply with the provisions of the REACH Regulation (REGULATION (EC) No 1907/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 December 2006) and thus to check the materials and preliminary products used to manufacture the contract products by means of suitable measures. The quality and properties of the contract products must be REACH-compliant.

(4) The seller guarantees that the goods comply with all public law regulations at the time of the transfer of risk.

## **§ 6 Inspection for defects and liability for defects**

(1) The provisions on the commercial obligation to inspect and give notice of defects (§ 377 HGB) shall apply with the following provisos: The Customer shall inspect the delivery for obvious transport damage immediately upon receipt. If the Customer discovers a defect, it shall notify the Contractor of this immediately. The Customer shall notify the Contractor immediately of any defects (identity, quantity, dimensional accuracy, quality of workmanship) not discovered in the course of this inspection as soon as they are discovered in the ordinary course of business, but at the latest before further processing.

(2) The FKN GROUP is entitled to the statutory warranty claims without restriction. The FKN GROUP is entitled, at its discretion, to demand the rectification of the defect or the delivery of a defect-free item. The seller can refuse the type of subsequent fulfilment chosen by the FKN GROUP if it is only possible with disproportionate costs, for which the seller bears the burden of proof. The FKN GROUP expressly reserves the right to claim damages, in particular damages in lieu of performance.

(3) In the event of imminent danger or in the event of particular urgency, the FKN GROUP is authorised to remedy the defect itself at the expense of the seller.

(4) The general limitation period for claims arising from material defects and defects of title is 3 years from the transfer of risk. However, if the goods are used for a building in accordance with their normal use and cause the defectiveness of the building (building material), the limitation period is 5 years and 4 weeks from delivery of the goods at the place of fulfilment.

## **§ 7 Transfer of ownership**

Ownership of the delivered goods is transferred directly to FKN GROUP upon handover to FKN GROUP.

## **§ 8 Product liability, indemnification and liability insurance**

(1) Insofar as the seller is responsible for product damage, it must indemnify the FKN GROUP against claims for damages by third parties on first demand insofar as the cause lies within its sphere of control and organisation and it is liable itself in relation to third parties. In this context, the seller is also obliged to reimburse any expenses arising from or in connection with a recall action carried out by the FKN GROUP. As far as possible and reasonable, the FKN GROUP will inform the seller of such a recall beforehand and give him the opportunity to comment. Other statutory claims remain unaffected.

(2) The seller undertakes to maintain product liability insurance with an appropriate and sufficient sum insured; if the FKN GROUP is entitled to further claims for damages, these remain unaffected by this.

(3) The seller is obliged to carry out suitable, state-of-the-art quality assurance and to provide evidence of this to the FKN GROUP on request.

## **§ 9 Provision of materials**

The Seller shall be liable for the destruction, loss and damage of parts provided. If the parts provided are not processed by the Seller in accordance with the contract, the Seller shall, irrespective of other claims, reimburse the costs of the processed parts provided and their procurement, as well as the value of the contractual product.

## **§ 10 Environmental protection / occupational safety**

(1) The entire FKN GROUP is committed to sustainable environmental protection.

(2) The FKN GROUP also expects its suppliers to take an active approach to environmental protection and will take these aspects into account both when selecting its suppliers and in the supplier evaluation at the end of the year.

(3) The employees and staff of the seller undertake to fulfil the following requirements:

1.) Compliance with the general health and safety regulations and the correct handling of all work equipment and hazardous substances. The employees and staff of the vendor must have access to the necessary sources of information (safety data sheets, operating instructions) and to the necessary protective equipment. The corresponding instructions must be documented.

2.) Proof of sufficient qualification for the activities to be carried out.

3.) For activities involving particular hazards, technically and personally suitable persons must be deployed. A suitable person from the vendor must be appointed to supervise this work for safety reasons.

4.) The equipment used in the workplaces must comply with the relevant national regulations and accident prevention regulations. The prescribed tests must be verified to the FKN GROUP upon request.

5.) Operating facilities and equipment of the FKN GROUP may only be used by the seller if this is expressly regulated in the contract.

6.) Any hazards that may lead to the fulfilment of the order should be identified before commencing work and the necessary measures to remedy the situation should be specified in writing.

7.) The employees and staff of the seller shall only be granted access to the areas of the company in which they carry out the agreed activities.

(4) The seller is liable to the FKN GROUP for damages incurred by its employees, staff or third parties due to non-compliance with health and safety regulations.

## **§ 11 Secrecy**

(1) The Seller is obliged to keep the terms of the order and all information, documents, drawings, models, sample tools and production equipment and other items provided for this purpose confidential. This also applies after termination of the contract, unless written consent has been given by the FKN GROUP.

(2) The seller may not refer to the business relationship in advertising material, brochures etc. without the prior written consent of the FKN GROUP.

## **§ 12 Third-party property rights**

- (1) The seller guarantees and assures that no rights of third parties are infringed in connection with his delivery.
- (2) The seller shall indemnify the FKN GROUP and its customers against third-party claims arising from any infringements of property rights on first demand and shall also bear all costs incurred by the FKN GROUP in this connection.

## **§ 13 Place of jurisdiction, place of fulfilment, applicable law and severability clause**

- (1) The place of jurisdiction is, as far as legally permissible, the registered office of the FKN GROUP in 74632 Neuenstein. However, the FKN GROUP is also entitled to sue the seller at the competent court of his place of residence.
- (2) Unless otherwise stated in the order, the place of fulfilment is the registered office of FKN GROUP.
- (3) All contracts concluded between the FKN GROUP and the seller shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- (4) In the event that individual provisions of these Terms and Conditions of Purchase are invalid, this shall not affect the validity of the remaining provisions. Insofar as these Terms and Conditions of Purchase contain loopholes, those legally effective provisions shall be deemed to have been agreed to fill these loopholes which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these Terms and Conditions of Purchase if they had been aware of the loophole.

## **§ 14 Data protection**

- (1) The FKN GROUP collects, processes and uses personal data insofar as this is necessary for the provision of services.
- (2) Personal data will not be passed on to third parties unless this is necessary for the provision of services.
- (3) The employees of the FKN GROUP are obliged to maintain confidentiality and to comply with the data protection regulations in accordance with § 5 BDSG.
- (4) The seller has the right to free information about their stored personal data, its origin and recipient and the purpose of the data processing as well as a right to correction, blocking or deletion of this data at any time. The seller can contact our data protection officer (info@fkn-group.com) at any time with regard to this and other questions on the subject of personal data.

The FKN GROUP:

**FKN HOLDING GmbH & Co KG**

Kirchensaller Straße 36  
74632 Neuenstein/Germany

**FKN Fassaden GmbH & Co KG**

Kirchensaller Straße 36  
74632 Neuenstein/Germany

**P+E Fassaden GmbH & Co KG**

Kirchensaller Straße 36  
74632 Neuenstein/Germany

**BTN Blechteile GmbH & Co KG**

Kirchensaller Straße 36  
74632 Neuenstein/Germany