

General Terms and Conditions of Purchase

of Aluminium Rheinfelden GmbH

(As of: June 2018)

1. Scope

Unless otherwise agreed in writing, the following Terms and Conditions of Purchase shall apply exclusively to all - current and future - purchase orders. The terms and conditions of the Supplier or contractor (hereinafter referred to collectively as "Supplier") shall only form part of the contract insofar as we have expressly agreed thereto.

2. Order and Acceptance

2.1

Only orders and agreements that are issued in writing shall be binding. In particular, our employees are obliged to confirm, in writing, any oral ancillary agreements or undertakings which go beyond the content of the written contract or which amend these Terms and Conditions of Purchase.

2.2

The Supplier shall confirm the purchase order in writing without delay. If we do not receive the order confirmation within 14 days of the date of the order, we shall be entitled to rescind the order and this shall not give rise to any claims on the part of the Supplier. The foregoing applies to call-off orders mutatis mutandis.

2.3

We are an ISO 50001 certified company and continuously endeavour to improve our energy efficiency. We require our suppliers to provide us not only with the most economically favourable offer but also the best product in terms of energy efficiency. Our procurement process also takes account of the energy efficiency of the product.

3. Delivery and Manufacturing Time

3.1

Agreed dates and deadlines are binding. Compliance with a delivery date or deadline is determined by the arrival of the delivery at the destination. Where an acceptance procedure has been agreed or is required by law, compliance is determined by successful acceptance carried out by a person authorized by us for this purpose.

3.2

As soon as the Supplier becomes aware that on-time delivery of goods and/or services (collectively referred to as "Delivery") will not be possible, either in whole or in part, it shall notify us of this, in writing, without delay, specifying the reasons and likely duration of the delay.

3.3

Partial deliveries are only permitted where we give our written consent.

3.4

As a contractual penalty in the event of delay, we are entitled to demand payment of 0.5 % of the agreed total price of the delivery for each complete week of delay, up to a total maximum of 5 %. This shall be without prejudice to additional statutory rights. The Supplier is free to prove that the loss was less than the contractual penalty. We reserve the right to assert this contractual penalty up until final payment.

4. Delivery / Acceptance

4.1

Every delivery must be accompanied by a delivery note stating the supplier's name, our order number, our order reference, the type of packaging, quantity and weight of the delivery as well as the name of the customer.

4.2

The invoice for each order must be sent to our email address invoice@alurheinfeld.com.

4.3

We are entitled to designate the means of shipment. Alternatively, the supplier is obliged to select the mode of shipment that is most economical for us.

4.4

The Supplier has not completely fulfilled its delivery obligation until we receive the proper delivery and shipping documents. Until then, we are unable to carry out an incoming goods inspection and are instead entitled to store the products at the supplier's expense and risk.

5. Work on our Premises or those of the Customer

5.1

Where employees or contractors of the Supplier carry out work on our premises or those of the customer, whether inside or out (referred to collectively as "our premises"), they shall adhere to the accident prevention regulations and all other safety requirements, the relevant company rules and the duties of care specified under Clause 5.2. They are not permitted to start work without having been apprised of these regulations.

5.2

When working on our premises, the Supplier shall have particular regard for the following duties of care:

a) Danger of fire, electricity and explosion

Written permission of the responsible works manager must be obtained before starting any work involving inflammable materials or preparatory work which may involve the generation of fire, sparks or heat. Written permission is also required for work in areas where there is an electricity hazard and for work in zones that are subject to the risk of explosion.

b) Excavation work

Excavation work requires written permission. Permission can only be issued on the forms provided for this purpose. In addition, the current wiring and piping diagrams for electrical cables and pipelines, which are applicable to the relevant area of work and can be

viewed in the respective specialist department, must be observed. This shall be without prejudice to the Supplier's liability.

c) Smoking ban

Smoking is generally prohibited on our premises unless an exception has been granted in writing. The Supplier is obliged to ensure compliance with this ban by its employees.

d) Ban on alcohol

The consumption of alcoholic drinks during working hours and in break time is prohibited. It is also forbidden to bring alcoholic drinks onto the premises.

e) Asbestos ban

The use of materials containing asbestos is not permitted on our premises.

5.3

Before starting work on our premises, the Supplier shall hand over a list of the persons, who are to be deployed on our premises, at the factory gates.

5.4

Access to our company is only permitted through the gatekeeper's entrance. No areas of our company may be accessed other than those affected by the Supplier's work.

5.5

Assembly and installation work on our company premises or those of a customer must be accepted. Acceptance is deemed to have taken place if our authorised representative accepts the Supplier's work, expressly and in writing, as being in accordance with the contract. We can, however, still assert defects on submission of the final account. If we fail to comply with our obligation to effect acceptance, the Supplier must grant us a grace period of at least three weeks.

5.6

The hours worked on our company premises or those of our customers as well as the materials provided by the Supplier must be confirmed by our authorised representative immediately after completion of the work, and no later than the day of completion, in writing.

6. Prices and Payment

6.1

The agreed prices are fixed prices, including packaging and exclusive of value added tax, and apply DDP agreed destination (Incoterms® 2010).

6.2

Unless otherwise agreed, payment shall be made at our discretion either within 8 days with 3% discount or within 14 days with 2% discount or within 30 days net. The relevant period shall commence on receipt of the invoice by us.

6.3

We reserve free choice of all usual means of payment. The payment deadline under Clause 6.2 shall commence after the goods have been received, in full and in accordance with the contract, and following receipt of the documents pursuant to Clause 4 (particularly the invoice), but not before the agreed delivery date.

7. Packaging

7.1

The products to be delivered shall be packaged in the usual commercial manner or, at our request, provided with special packaging in accordance with our instructions.

7.2

We are entitled to return the packaging, carriage paid, to the point of origin.

8. Transfer of Risk

Risk shall pass to us in accordance with DDP agreed destination (Incoterms® 2010). This also applies if we use our own transport personnel.

Where an acceptance procedure has been agreed or is required by law, the risk shall pass to us upon successful acceptance by a person authorised by us for this purpose.

9. Claims under Warranty

9.1

The supplier warrants that, on transfer of risk, the products are free of defects in title and material defects and that they comply with the recognised state of the art technology, the relevant laws, health and safety regulations and the customary and technical quality assurance standards (e.g. DIN, VDE, VDI, TÜV, BG explosion prevention guidelines). Where versions of these standards vary, the German version shall be authoritative.

9.2

The Supplier shall implement an outgoing goods inspection. Where the Supplier manufactures the products itself, it shall also carry out inspections in the course of manufacture.

Our incoming goods inspection is limited to externally visible transport and packaging damage, obvious defects and to checking identity and quantity by way of comparison between the Supplier's delivery documentation and our order details. There is no further obligation to examine the goods. We will report any defects discovered in this regard to the Supplier without delay. In this regard, the Supplier waives its defence of late notification of defects.

Notification of defects can take place either verbally or in writing (including by email).

The Supplier shall check this provision against its business liability insurance in order to ensure that it corresponds to its insurance cover.

9.3

In case of defects, we may, at our discretion, require either rectification of the defect or subsequent delivery of the defective products.

In addition, following the unsuccessful expiry of a reasonable extension of time or - where an extension of time is not possible due to particular urgency - following notification of the Supplier, we are entitled to rectify the defects ourselves, have them rectified by a third party or procure replacement elsewhere, at the Supplier's expense; the costs incurred in this regard shall be borne by the Supplier unless it is not responsible for the defect.

9.4

The Supplier shall bear all the costs required for rectification of defects or for replacement delivery to the product's respective place of use. We will inform the Supplier of the place of use on request.

9.5

The limitation period for claims under warranty is 36 months from delivery or - where an acceptance procedure is agreed or required by law - as from acceptance. Buildings and building materials are subject to the statutory limitation period. The period shall commence on delivery or - where an acceptance procedure is agreed or required by law - on acceptance.

9.6

Where the Supplier repairs the products or replaces them, in whole or in part, for these products the limitation period under Clause 9.5 shall start again as regards this defect, unless the subsequent performance work was minor or expressly indicated to be a gesture of goodwill by the Supplier.

10. Third-party Rights

10.1

The Supplier warrants that use of the delivered products will not infringe any third-party intellectual property rights such as e.g. patents or utility models, other rights or business and trade secrets of third parties - including in the country of use. In this regard, the Supplier shall indemnify us against any third-party claims on request.

10.2

The Supplier is not liable insofar as it manufactures the products exclusively in accordance with our drawings and models and did not know or was not required to know that the manufacture of these products infringed third-party rights.

11. Liability

11.1

The Supplier undertakes to maintain business and product liability insurance with lump-sum coverage of at least EUR 5 million for personal injury and damage to property. This insurance must be maintained for the duration of the business relationship. Every year, the Supplier must provide proof of the existence of this insurance by way of a corresponding confirmation from its insurer.

11.2

In the event that proceedings are brought against us by a customer or other third party due to product liability, the Supplier is obliged to indemnify us, upon our first written request, against such claims if and insofar as a defect in the product delivered by the Supplier caused or was one of the causes of the loss. This does not apply in cases of fault-based liability, however, if the Supplier is not responsible for the breach of duty.

11.3

Insofar as the cause of damage lies within the Supplier's area of responsibility, proof of a causal link between the defect and the damage shall suffice; otherwise the Supplier bears the burden of proof.

11.4

In any case, the Supplier shall bear the costs and expenses corresponding to its share of causation/blame including the costs of any legal action or recall action. This also applies in the case of recognisable or imminent serial defects.

11.5

By labelling its products or, if this is impossible or inappropriate, by other suitable measures, the Supplier shall ensure that in the event of a defect in its products, it is able to trace any other products that may be affected, without delay. The Supplier will provide us with sufficient information about its labelling system or other measures so that we can, to the extent necessary, draw our own conclusions in this regard.

11.6

The Supplier shall be responsible for fault of third parties which it engages, particularly its vicarious agents, sub-suppliers and subcontractors, to the same extent as if it were its own fault.

11.7

Damages arising from the failure to comply with these conditions shall be borne by the Supplier. The Supplier is also liable for any negligent conduct on the part of its employees and agents.

12. Manufacturing Equipment, Samples, Drawings

12.1

Tools and other manufacturing equipment (collectively referred to as “manufacturing equipment”), which are manufactured on our behalf, shall become our property upon full payment. Instead of handing over possession, the Supplier shall borrow the manufacturing equipment from us. The Supplier shall store the manufacturing equipment owned by us separately from other items which do not belong to us. Our ownership must be indicated on the manufacturing equipment itself and in the accounts. On termination of the business relationship, all manufacturing equipment must be handed over on request. This manufacturing equipment may not be used by the Supplier for its own purposes or made available to third parties.

12.2

Products that are manufactured according to our documentation or specifications (such as drawings, samples etc.), or using our manufacturing equipment or replicas of our manufacturing equipment, may not be used by the Supplier itself or offered or supplied to third parties.

13. Confidentiality

13.1

The Supplier undertakes to keep secret from third parties all details of our orders, such as e.g. quantities, technical design, conditions etc. as well as all other confidential information, particularly drawings, samples, manufacturing equipment and such like, that it receives from us, whether intentionally or by accident, verbally or in physical form (hereinafter “Confidential Information”).

The inclusion of our company in a list of references, or the use of our order for advertising purposes, is only permitted after obtaining our written consent.

13.2

Confidential information must be returned to us, free of charge and without request, as soon as it is no longer required. Confidential information may only be used by the Supplier in order to execute the relevant order and not for the Supplier’s own purposes and must not be made available to third parties.

13.3

In the event of a breach of the duty of confidentiality, the Supplier undertakes to pay a contractual penalty of 20% of the order value unless the Supplier is not responsible for the breach. In addition, in the case of particularly severe breaches, we are entitled to dissolve the entire contractual relationship with the Supplier, without notice and without compensation, and where applicable to demand the refund of payments that have already been made. A particularly severe breach exists, in particular, where the Supplier passes Confidential Information to third parties that are in competition with us. We reserve the right to assert this contractual penalty up until final payment.

14. Data Storage

In accordance with the applicable data protection laws, we are entitled to store and process all data, received from the Supplier in connection with execution of the contract, for the purpose of developing, implementing and handling the business relationship.

15. Assignment

Rights accruing to the Supplier under a contract with us can only be assigned or pledged with our prior written consent.

This does not apply to monetary claims. We can, however, make payment to the Supplier with the effect of discharging the obligation.

16. Place of Performance, Jurisdiction and Applicable Law

16.1

Place of performance for all deliveries of goods and services shall be our registered office.

16.2

The place of jurisdiction shall be the court with jurisdiction over our registered office. We are, however, entitled to bring proceedings in the court with jurisdiction over the Supplier's place of business.

16.3

German law applies.