

General Terms and Conditions of Purchase (GTCP) of the MEDEWO GROUP

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The following brand names are to be attributed to the companies: MEDEWO, RAUSCH Packaging or packVerde

1. General provisions, scope of application

These General Terms and Conditions of Purchase (GTCP) apply to all deliveries and services that the MEDEWO Group (hereinafter the “Buyer”) procures from its suppliers (hereinafter the “Supplier”).

Our orders and purchases are made exclusively on the basis of the terms set out below. Any deviating terms of the Supplier which are not expressly acknowledged in writing are not binding on the Buyer.

2. Conclusion of contract

2.1 The Supplier must confirm acceptance of the order to the Buyer *in writing* within two (2) working days of receipt of the order (unless a different period has expressly been agreed). If the Supplier does not reject an order in writing within the aforementioned period and begins processing the order, the order shall be deemed accepted on the basis of these GTCP and the relevant order (hereinafter the “Contract”); the processing of an order shall constitute evidence of its acceptance on the terms of the Contract. Offers from the Supplier shall be binding for a period of at least two (2) weeks.

2.2 The Buyer is entitled to withdraw from the purchase if an insolvency application is filed in respect of the Supplier or insolvency proceedings have already been opened.

3. Prices

3.1 The prices stated in the order are fixed prices and are not subject to any price changes until the delivery or service has been fully performed.

3.2 Costs for packaging required to ensure proper transport, freight, transport and customs duties are included in the prices (in accordance with INCOTERMS 2020, DDP). If, exceptionally, an ex works, ex warehouse or similar price has been agreed, the Buyer shall bear only the most favourable freight costs available to it.

3.3 The fixed prices include all costs for quality management, inspections, packaging and documentation, as well as any necessary approvals and insurance.

4. Packaging, inner packaging, labelling, securing/protection (for detailed information, please also refer to the supplier information sheet, which forms an integral part of these GTCP)

4.1 Packaging must be appropriate and protective. This includes neutral securing of the goods by means of strapping and/or film (stretch wrapping, shrink wrapping) on a returnable Euro wooden pallet (exchange pallet) or, alternatively, a disposable wooden pallet (no inferior or damaged pallets).

4.2 The maximum pallet height of 1.90 m (including the pallet) must be observed and pallet overhang must be avoided. In exceptional cases, MEDEWO/RAUSCH must be informed in advance, stating whether the load is over height, over length or over width.

4.3 For product identification, neutral pallet labels/pallet flags must be affixed to the front and back of the pallet, stating the MEDEWO/RAUSCH item number, item description, packaging unit and sub-units, production date, batch number (if required), any certifications such as FSC®, PEFC, etc., and the MEDEWO/RAUSCH logo. This information must also be clearly visible on the outer packaging.

5. Dispatch/delivery

5.1 The delivery terms agreed in writing shall apply on the basis of INCOTERMS 2020.

5.2 Delivery shall be made by lorry or articulated lorry so that unloading at a loading bay is possible. Pallets must be accessible from all sides for forklift entry

5.3 Customs and dangerous goods regulations must be complied with without exception. The Supplier is obliged to provide the required declarations on the customs origin of the goods in good time, unless a valid long-term supplier’s declaration is available. The Supplier shall be liable for all disadvantages arising from an improper or late supplier’s declaration, unless it is not responsible for the improper and/or late submission. Where necessary, the Supplier must substantiate its statements regarding the origin of the goods by means of an information sheet confirmed by its customs office.

5.4 Shipping documents must accompany the delivery in full. In particular, each delivery must include a delivery note clearly stating the order details, the Buyer’s order number, the Buyer’s item number, item description, total delivery quantity, quantity per packaging unit, quantity per pallet, and any certifications such as FSC®, PEFC, etc. The Buyer is not obliged to clear full truckloads before receipt of the shipping documents.

5.5 Advance delivery notifications must be made in accordance with the MEDEWO GROUP supplier information sheet. After three breaches of the notification obligation, the Buyer expressly reserves the right to charge additional costs as a flat rate or based on actual expenditure.

5.6 Deliveries must correspond to the quantity stated in the order. Only quantity tolerances of no more than ±5% of the ordered quantity are permissible.

5.7 Direct deliveries to third parties on behalf of the Buyer are permitted only with the Buyer's express written consent. In this case, the Supplier must comply with all requirements of these GTCP. All accompanying and shipping documents must be prepared in a neutral format and must not contain any references to the Supplier.

6. Delivery dates, delay in delivery

6.1 The agreed delivery dates are binding and must be complied with. Compliance with the delivery date shall be determined by the timely receipt of the goods at the delivery point specified by the Buyer. Early deliveries require the Buyer's written approval.

6.2 The Supplier shall inform without delay of any delays and shall take all necessary measures to avoid delivery delays.

6.4 The Supplier shall be liable for all directly attributable losses arising as a result of late delivery, unless it proves that it was not at fault.

6.5 In the event of non-performance or material delay in delivery, the Buyer reserves the right, after setting a single grace period, to withdraw from the Contract and claim damages. If, in an individual case, a contractual penalty for late deliveries has been agreed, the Buyer's right to further damages remains unaffected.

6.6 In cases of force majeure, the Buyer may cancel the Contract in whole or in part or require performance of the order at a later date, without the Supplier deriving any claims against us as Buyer from this.

7. Invoicing and payment

7.1 Invoices must be sent by e-mail to the Buyer's designated email address. In exceptional cases, by post (details as per the supplier information sheet for goods delivery).

7.2 Invoices must contain all relevant order and delivery information, such as item number, FSC/PEFC, the complete MEDEWO order number, quantity, prices, payment terms, and bank details.

7.3 Invoices shall be settled in accordance with the payment period stated in the order. Unless otherwise agreed, payment shall be made within 30 days with a 3% discount for prompt payment or within 60 days net, in each case following receipt of the properly issued invoice. The discount period begins upon complete delivery free of defects and/or receipt of the correctly issued invoice. Payments do not constitute acceptance that the delivery conforms to the Contract.

7.4 In the event of defective delivery, the Buyer may withhold payment on a pro rata basis.

8. Quality, defects, warranty and product liability

8.1 The Supplier is obliged to carry out a comprehensive final inspection and thereby ensure that the deliveries and services comply with the order.

8.2 The Supplier shall be liable for defects and consequential losses on the basis of causation.

8.3 Warranty period: at least 2 years from receipt of the delivery.

8.4 The Supplier shall maintain adequate product liability insurance.

8.5 In relation to its delivery, the Supplier shall have an unlimited obligation to compensate under the Product Liability Act (ProdHaftG) and shall indemnify and hold the Buyer harmless against all third party product liability claims in this respect.

8.6 The Supplier may not make any changes to the goods, the manufacturing process, the place of manufacture or the raw materials without the Buyer's prior written consent. Where a change has been agreed, the costs of modifications to the goods, the manufacturing process, the place of manufacture or the raw materials shall be borne by the Supplier.

8.7 The Buyer is entitled, following prior notice, to carry out audits and inspections at the Supplier's production facilities. The Supplier shall grant the necessary access and provide the required documentation.

8.8 The Supplier undertakes to acknowledge the Buyer's complaints in writing within 5 working days and to deal with them in full within 10 working days.

9. Data protection

The Supplier acknowledges that the data about it contained in the order is processed by automated means for the Buyer's own purposes, namely for accounting and supplier records. The Supplier expressly consents to us transmitting such data in order to comply with statutory obligations and, furthermore, for banking and payment transactions. Data processing in accordance with the GDPR (DE/AT), the FADP (CH).

10. Intellectual property and confidentiality

10.1 The Supplier is obliged to treat as confidential all information made available or exchanged by or on behalf of the Buyer in connection with these GTCP, including, without limitation, prices, specifications, plans, drawings, designs, documents, tools or templates provided or created for the manufacture of the goods ordered by the Buyer. The Supplier may use such information only for the purposes of the Contract and shall exercise at least reasonable care to protect it.

10.2 All such information remains the Buyer's sole and exclusive property and, upon the Buyer's request, the Supplier must return it to the Buyer without delay, without retaining any copy. The Supplier undertakes to assign all intellectual property rights that may arise from performance of the order and acknowledges that the price paid for the goods includes consideration for the transfer of such intellectual property rights.

10.3 The Supplier warrants that the goods delivered do not infringe any third party intellectual property rights (for example trade marks) and shall indemnify the Buyer against any corresponding claims.

11. Environmental protection, sustainability

11.1 The Supplier supports environmentally responsible management and undertakes to conduct all business in accordance with, and in compliance with, the relevant laws, standards and regulations relating to safety, health, hygiene (BRC) and the environment.

11.2 The goods must be delivered together with the relevant guidelines and instructions for use, storage and maintenance under safe and optimal conditions, and with the documents required under the standards, laws and regulations of the country intended for delivery. If these requirements are not met upon delivery, the Buyer reserves the right to reject the goods.

12. Compliance

12.1 The Supplier warrants compliance with fundamental ethical standards, in particular respect for human rights and fair working conditions.

12.2 The use of child labour or forced labour is strictly prohibited. The Supplier shall ensure that this is also excluded throughout its entire supply chain.

12.3 Any form of corruption, bribery, granting of improper advantages or undue influence is prohibited.

12.4 The Buyer is entitled to verify compliance with these standards in an appropriate manner and, in the event of breaches, to withdraw from the Contract or take further legal action.

13. Severability clause

Should individual provisions of these GTCP be or become wholly or partly invalid, unenforceable or void, the validity of the remaining provisions shall remain unaffected. The invalid, unenforceable or void provision shall be replaced by a provision which comes closest to the commercial purpose of the original provision. The same applies to any contractual loopholes.

14. Applicable law and place of jurisdiction

14.1 All legal relationships between the Buyer and the Supplier shall be governed exclusively by the law of the state in which the relevant company of the Buyer has its registered office. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

14.2 The place of jurisdiction for all disputes arising out of or in connection with this Contract shall be the registered office of the relevant company of the Buyer, i.e., Augsburg (Germany), Wallern (Austria) or Meisterschwanden (Switzerland), at the Buyer's option.

14.3 The Buyer is entitled to bring proceedings against the Supplier also at the Supplier's general place of jurisdiction.