



General terms and conditions of purchase of the EVO GmbH
- below: EVO -
for use in business dealings with companies

1 General provision

1. EVO orders in business transactions with companies within the meaning of § 14 BGB exclusively on the basis of the following purchase conditions with regard to the delivery of movable goods (hereinafter: goods or products) regardless of whether the supplier performs the service itself or purchases from suppliers and resells to EVO.
2. These conditions of purchase apply exclusively; deviating, conflicting or supplementary general terms and conditions of the supplier only become part of the contract if and to the extent that EVO has expressly agreed to their validity in text form.
3. Unless otherwise agreed individually agreed contractual terms with the supplier, be it for individual cases or for successive deliveries based on framework agreements, these purchasing terms apply exclusively.

2 Conclusion of contract

1. A contract and/or order between EVO and the supplier only comes into existence if and insofar as a written contract has been concluded between the parties or an order has been confirmed in writing or in text form by EVO. EVO's silence on offers or other declarations by the supplier does not constitute approval or confirmation of a contract. Changes to the supplier's offers, even in written order confirmations, are considered a new offer and always require acceptance by EVO. Alternatively the text form can be chosen.
2. Offers, drafts, construction drawings, models and samples from the supplier in the course of contract initiation are free of charge for EVO.

3 Delivery

1. The delivery time specified by EVO in the order is binding for the supplier. The supplier is obliged to inform EVO immediately in writing or in text form stating the reasons and the duration of the expected delay if it is foreseeable that agreed delivery times or delivery periods cannot be met. Before the agreed delivery date, partial deliveries may only be made with the prior written consent of EVO. Alternatively the text form can be chosen.
2. Upon request, the supplier has to make excess or short deliveries on orders from EVO up to ten percent of the agreed delivery quantity and tolerate them without this leading to a change in the respective individual prices.
3. The supplier must immediately report any concerns about the type of performance requested by EVO in text form.
4. Framework orders from EVO require a written individual call-off for the goods offered, through which a corresponding binding contract is concluded. There is only an obligation to accept quantities of services where this has been expressly agreed in writing.
5. If the supplier fails to deliver or fails to deliver within the agreed delivery periods, the supplier is in default. Then EVO's rights - in particular to withdrawal and compensation - are determined in

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accordance with the statutory provisions. The acceptance of a late delivery by EVO does not constitute a waiver of claims for damages.

6. The values determined by EVO during the incoming goods inspection are binding for quantities, weights and dimensions. Every delivery must be accompanied by a delivery note stating the order number of EVO and the order date. To the extent required by EVO, the supplier must provide material certificates, public legal certificates, test certificates and/or quality certificates with every delivery. In this case, EVO is not obliged to accept the goods without the corresponding documents. The same applies insofar as, due to European directives, regulations and/or laws and official orders, special labeling of the goods, special permits, permits, declarations of performance or other documents are required to prove the legally compliant quality of the goods.

4 Payment

1. Payments by EVO are made 14 days after receipt of the invoice with a three percent discount, net within 30 days after receipt of the invoice.
2. Invoices of the supplier must be issued in double version and must contain all agreed delivery note details, otherwise the supplier's payment claims will not become due.
3. EVO is entitled to offsetting and retention rights as well as the objection of the non-fulfilled contract to the legal extent. EVO is particularly entitled to withhold due payments as long as EVO is entitled to claims against the supplier from incomplete, late or defective deliveries. The supplier has a right of retention only because of legally established or undisputed claims against EVO.
4. If the payment term is exceeded, EVO owes default interest in the amount of five percentage points above the base rate p. a.

5 Reservation of title, Provision

1. The supplier transfers the goods ordered by EVO to EVO and regardless of payment of the purchase price. However, if EVO accepts an offer by the supplier for transfer due to the purchase price payment, the reservation of title of the supplier expires with the payment of the purchase price. Any extended or expanded retention of title by the supplier is excluded.
2. Any processing, mixing or combination of provided items and/or materials of EVO by the supplier shall be carried out on behalf of EVO. The parties agree that EVO shall become co-owner of the products manufactured using the provided items and/or materials in proportion to the value of the provided items and/or materials in the total value of the product as a whole which shall be kept in safe custody for EVO by the supplier until the time of handover.
3. Goods and/or materials provided by EVO must be checked in quantity immediately upon receipt by the supplier and their receipt confirmed. As the depositary, the supplier is particularly obliged to properly insure the goods and/or materials provided, treat them with care and avoid any danger to third parties.

6 Shipping and transfer of risk

1. Unless otherwise agreed in individual cases, deliveries are made "free domicile" (DDP destination according to Incoterms 2010) to the location specified in the order. If the destination is not specified



and nothing different has been agreed, delivery must be made to EVOs registered office. The respective destination is also the place of performance.

2. Unless otherwise agreed, the supplier bears the costs for packaging and shipping to the place of performance.

7 Warranty

1. The statutory provisions apply to EVOs rights in the event of material and legal defects in the goods and in the event of other breaches of duty by the supplier, unless specified otherwise below.
2. The supplier is particularly liable to EVO for ensuring that the goods have the agreed quality when the risk passes to EVO. In any case, those product descriptions, quality specifications and material certificates are valid as an agreement on the quality. and / or test specifications, which are the subject of the contract in particular by designation or reference in EVOs order. The supplier guarantees that he has set up and maintains an effective quality assurance system for quality checks on end products for his goods. Unless otherwise agreed in individual cases, the quality assurance system must at least meet the requirements of DIN EN ISO 9001 in its latest version; the supplier guarantees that its goods and deliveries have been manufactured in accordance with the DIN standard mentioned.
3. Deviating from Section 442 (1) sentence 2 BGB, EVO is entitled to claims for defects without restriction even if the defect remained unknown when the contract was concluded or when the risk was transferred as a result of gross negligence. The statutory provisions apply to the commercial inspection and notification obligations, with the proviso that EVOs obligation to inspect is limited to defects that are evident in EVOs incoming goods inspection under external inspection, including the delivery documents and EVOs quality control in the sampling procedure, in particular transport damage, wrong and/or short deliveries. EVOs obligation to give notice of defects discovered later remains unaffected.
4. The EVO costs incurred for the purpose of rectification, including any dismantling and installation costs, shall in any case be borne by the supplier.
5. If the supplier does not meet its obligations for supplementary performance at EVOs option by eliminating the defect (rectification) or by delivering a defect-free product (replacement delivery) within a reasonable period set by EVO, EVO can remedy the defect itself and require reimbursement of the necessary expenses or a corresponding advance from the supplier. If the supplementary performance by the supplier has failed or is unreasonable for EVO, no deadline is required; the supplier must be informed of this immediately by EVO. In addition, EVO is entitled to a reduction in the purchase price or to withdraw from the contract in the event of a material and legal defect in accordance with the statutory provisions. Statutory claims for damages and reimbursement of expenses by EVO remain unaffected.
6. In case of frame orders (standing order) by EVO with a term of more than one year, the supplier undertakes to continuously deliver goods free of defects. In such cases, the supplier owes transparent documentation of quality assurance (8 D-Report).
7. EVOs statutory claims for recourse within a supply chain (supplier recourse according to §§ 478, 479 BGB) have unlimited rights to EVO in addition to the claims for defects. EVO is entitled to demand from the supplier exactly the type of supplementary performance that EVO owes to its customer in individual cases. The above claims of EVO also apply if the goods were further processed or further processed by EVO or by a customer of EVO before they were sold.



8. The supplier guarantees EVO that the goods delivered are free of third party rights. If EVO is used by a third party due to a violation of rights, in particular an infringement of property rights, EVO shall be released from all claims by the supplier and the supplier must reimburse EVO for the costs of the legal dispute. The same applies if and insofar as EVO claims the customer due to violations of the suppliers rights and EVO has to indemnify its customers.

8 Product liability

1. If EVO is claimed due to product liability, the supplier is obliged to release EVO from all claims insofar as the damage was caused by a material defect in the goods delivered by the supplier. In cases of fault-based liability, however, this only applies with the proviso that the supplier is at fault. Insofar as the cause of the damage lies within the area of responsibility of the supplier, the supplier must prove that he is not at fault.
2. As part of its indemnification obligation, the supplier assumes all costs and expenses that EVO incurs as a result of and in connection with claims by third parties. In the event of a recall campaign, EVO must inform the supplier immediately and allow him sufficient opportunities to participate in the planning and implementation of the recall campaign, unless there is a risk of delay.
3. Further legal claims remain unaffected.
4. During the contractual relationship with EVO, the supplier must always maintain sufficient product liability insurance at his own expense and prove this to EVO upon request.

9 Confidentiality, documents

1. All business, commercial or technical information made available by EVO must be kept secret from third parties, insofar as this is not demonstrably publicly known, and may only be made available by the supplier to those vicarious agents who must necessarily be involved in the manufacture of the ordered goods and are also obliged to maintain confidentiality.
2. All documents and aids, drawings, illustrations, construction plans, drafts, calculations, descriptions, plans, models, samples, technical specifications, tools, data carriers and other documents provided to the supplier for the execution of an order by EVO are exclusively by the supplier and to be used exclusively for the contractual service and to be returned in full to EVO after the contract has ended.
3. The supplier is prohibited from offering goods to third parties or delivering them to third parties without EVOs prior written consent.

10 Compliance

1. The supplier is obliged to comply with the rules of conduct according to the international standard of the International Labor Organization (ILO). The currently valid BSCI Code of Conduct as of January 2014 must be observed, in particular the prohibition of abusive child labor, the prohibition of forced and compulsory labor, the requirement of reasonable working hours, adequate wages, in particular compliance with minimum wage provisions, the prohibition of discrimination, the requirement of health and safety in the workplace and the avoidance of environmental damage.
2. The supplier undertakes to inform EVO of the location of its good production facilities on request and to have them audited by EVO or its customers on request.
3. The supplier must impose the above obligations on its contractors and suppliers.

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11 Place of jurisdiction, place of performance, applicable law

1. The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of EVO. However, EVO is also entitled to sue at the customers registered office. The place of performance for EVOs obligations is its registered office.
2. The contractual relationship including all interpretation disputes is subject exclusively to German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

12 Severability clause

The remaining part of the contract concluded on the basis of these general delivery and terms and conditions remains effective and binding even if individual provisions are legally ineffective.

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