



General Terms and Conditions of Purchase
Laupheimer Kokosweberei GmbH & Co.KG
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1. Scope of application

1.1 The following General Terms and Conditions of Purchase (hereinafter: GTCP) shall apply to all contracts between Laupheimer Kokosweberei GmbH & Co.KG (hereinafter: Lako) and its suppliers and service providers (hereinafter: supplier), insofar as the supplier is an entrepreneur within the meaning of § 14 BGB (German Civil Code), a legal entity under public law or a special fund under public law. The following GTPC do not apply to consumers within the meaning of § 13 BGB.

1.2 The GTPC apply in particular to contracts for the sale and/or delivery of movable goods (hereinafter: goods), irrespective of whether the supplier manufactures the goods himself or purchases them from suppliers (§§ 433, 650 BGB) as well as to contracts for work or services of the supplier. Unless otherwise agreed, the GTPC in the version valid at the time of Lako's order or in any case in the version last notified to him in text form shall also apply as a framework agreement for similar future contracts without Lako having to refer to them again in each individual case.

1.3 These GTPC shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the supplier shall only become part of the contract if and insofar as Lako has expressly agreed to their validity in writing. This consent requirement shall apply in any case, for example even if Lako accepts in the knowledge of the supplier's general terms and conditions the supplier's deliveries or services without reservation

1.4 Individual agreements made with the supplier in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GTCP. Subject to proof to the contrary, a written contract or Lako's written confirmation shall be decisive for the content of such agreements.

1.5 Legally relevant declarations and notifications by the supplier with regard to the contract (e.g. setting of deadlines, reminders, withdrawal) need to be exercised in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Legal formal requirements and further verifications, in particular in case of doubts regarding the legitimacy of the person making the declaration, shall remain unaffected.



1.6 References to the applicability of statutory provisions shall only have clarifying significance. Therefore, even without such clarification, the statutory provisions shall apply unless they are directly amended or expressly excluded in these GTPC.

2. Order and order confirmations

2.1 Contracts shall always be concluded with the content of Lako's written orders, irrespective of any offers made by the supplier. Verbal or telephone orders as well as additions, amendments or deviations of any kind shall only become binding for Lako when they are confirmed in writing.

2.2 Lako's order shall only be deemed binding with written submission or confirmation. The supplier shall point out obvious errors (e.g. spelling and calculation errors) and incompleteness of the order including the order documents to Lako for the purpose of correction or completion before acceptance; the contract shall otherwise be regarded as not concluded.

2.3 The supplier shall be obliged to confirm Lako's order in writing within a period of five (5) days or, in particular, to execute it without reservation by dispatching the goods (acceptance). A delayed acceptance shall be deemed to be a new offer which needs to be accepted by Lako. Deviations from Lako's orders shall be clearly highlighted in the supplier's confirmation and, moreover, shall only be valid if Lako expressly acknowledges them in writing; the unconditional acceptance of goods shall not be deemed to constitute such acceptance. If the order confirmation is not received in due time, but the supplier delivers within the time limit, the contract shall be concluded with the inclusion of these GTCP. By accepting our order, the supplier guarantees its professional execution.

3. Delivery period and delay in delivery

3.1 The delivery time stated in Lako's order shall be binding. The delivery or performance period shall begin with the date of the order. If no time limit is agreed, delivery or performance shall be made immediately.

3.2 If there is the possibility of a delay in delivery or performance, Lako must be informed, stating the reasons and the expected duration of the delay. A delivery or service before the agreed date is only permitted with Lako's consent. In any case, Lako must not suffer any disadvantage from such a delivery or service; in particular, the payment period (Clause 6.3) shall not begin before the agreed date.

3.3 If the supplier does not provide his service or does not provide it within the agreed delivery time or if he is in default, Lako's rights - in particular to withdraw from the contract and to claim damages - shall be determined in accordance with the statutory provisions. The provisions in Clause 3.4 shall remain unaffected.

3.4 If the supplier is in default, Lako may - in addition to further statutory claims - demand lump-sum compensation for the damage caused by the delay in the amount of 1% of the net price per completed calendar week, but in total to a maximum of 5% of the net price of the goods delivered late. Lako reserves the right to prove that higher damages have been incurred. The supplier reserves the right to prove that no damage at all or only a significantly lower damage has been incurred.

4. Delivery, dispatch, acceptance, insurance and transfer of risk

4.1 The supplier shall not be entitled to have the service owed by him performed by third parties (e.g. subcontractors) without Lako's prior written consent. The supplier shall bear the procurement risk for his services unless otherwise agreed in individual cases (e.g. limitation to stock).

4.2 Delivery (performance) and dispatch shall always be made in accordance with the agreed delivery conditions. If no delivery conditions have been agreed, they shall always be made DDP in accordance with INCOTERMS in the current version to the place of performance specified by Lako (obligation to deliver). Cash on delivery shipments shall not be accepted unless expressly agreed. The consignment shall be accompanied by a freight document, a packing slip and furthermore a separate delivery note for each order number. The delivered goods shall be handed over to Lako's authorised service staff at the delivery address. The goods shall be accepted quantitatively when they arrive at the delivery address, and qualitatively not until they are processed or used. The supplier shall have deliveries properly insured against damage of all kinds at his own expense. Products subject to special product regulations shall be classified, packaged and labelled in accordance with these regulations. In the case of delivery of technical systems and devices, the operating personnel shall be trained by Lako free of charge. In case of delivery of systems and devices which are to be assembled by third parties, the necessary assembly plans (including all connections, any base formation, etc.), maintenance instructions, etc. shall be attached to the order confirmation or shall be handed over with the delivery of goods at the latest. In the case of delivery from abroad, the label shall be in the national languages; the operating instructions and manuals shall be in German and in the national languages.

4.3 The risk shall only pass over to Lako when the supplier has handed over the delivery

(service) to Lako's authorised service staff (item 4.2) and they have inspected the delivery (service) at the place of the delivery address and have accepted it as being in order and the supplier has also properly fulfilled all ancillary obligations, such as providing any required test certificates, descriptions, operating instructions and the like.

4.4 To the occurrence of Lako's default in acceptance the statutory provisions shall apply. The supplier must also expressly offer Lako his performance if a specific or determinable calendar time has been agreed for an action or cooperation by Lako (e.g. provision of material). If Lako is in default of acceptance, the supplier may demand compensation for his additional expenses in accordance with the statutory provisions (§ 304 BGB). If the contract concerns a non-fungible item to be manufactured by the supplier (individual production), the supplier shall only be entitled to further rights if Lako is obliged to cooperate and is responsible for the failure to provide the assistance.

5. Packaging, problem substances

5.1 The risk and costs of packaging are included in the price of the goods. If, in exceptional cases, Lako should additionally bear the costs of packaging, Lako shall be charged the cost price and these shall be shown separately in the invoice; in this case too, the supplier shall bear the risk for the consequences of defective packaging. In addition, Lako is entitled to return the packaging material and to demand credit for this, unless the packaging material is pre-licensed in accordance with the Packaging Act. Deposits shall not be recognised by Lako.

5.2 The supplier shall always dispose of packaging material, transport aids and the like, as well as all delivery items to be judged as "special waste" according to their intended use, or residues of such delivery items, at his own risk and expense, either himself or take them back for disposal. If the supplier fails to comply with this obligation, Lako shall be entitled to have the waste disposed by third parties at the supplier's risk and expense.

6. Prices and terms of payment

6.1 The price stated in the order shall be binding and shall be understood as a fixed price. All prices are inclusive of statutory value added tax, even if this is not shown separately.

6.2 Unless otherwise agreed in individual cases, the price includes all main and supplementary services of the supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).

6.3 The agreed price shall be due for payment within 30 calendar days of complete delivery



and performance (including any agreed acceptance) and receipt of a proper invoice. If Lako makes payment within 14 calendar days, the supplier shall grant a 4% discount on the net amount of the invoice. In the case of bank transfer, payment shall be deemed to have been made on time if Lako's bank receives Lako's transfer order before expiry of the payment deadline; Lako shall not be responsible for any delays caused by the banks involved in the payment process.

6.4 Lako does not owe any default interest. The statutory provisions shall apply to default in payment.

6.5 Lako shall be entitled to rights of offsetting and retention as well as the defence of non-performance of the contract to the extent provided by law. In particular, Lako shall be entitled to withhold payments due as long as it still has claims against the supplier arising from incomplete or defective performance.

6.6 The supplier shall only have a right of offsetting or retention in respect of counterclaims which have been legally established or are undisputed.

7. Confidentiality and retention of title

7.1 Lako reserves all property rights and copyrights to illustrations, plans, drawings, calculations, implementation instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual performance and to be returned to Lako after completion of the contract. The documents shall be kept secret from third parties, even after termination of the contract. The secrecy agreement shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known.

7.2 The above provision shall apply accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items which Lako provides to the supplier for production. Such items - as long as they are not processed - shall be stored separately at the supplier's expense and insured to a reasonable extent against destruction and loss.

7.3 Any processing, mixing or combining (further processing) of provided items by the supplier shall be carried out for Lako. The same shall apply in the event of further processing of the goods supplied by Lako, so that Lako shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest with the further processing in accordance with the statutory provisions.



7.4 The assignment of the goods to Lako shall be unconditional and without regard to the payment of the price. If Lako accepts an offer of transfer of ownership from the supplier conditional on payment of the purchase price in an individual case, the supplier's retention of title shall expire at the latest on payment of the purchase price for the goods delivered. Lako shall remain authorised to resell the goods in the ordinary course of business even before payment of the purchase price with advance assignment of the claim arising therefrom (alternatively validity of the simple reservation of title extended to the resale). This excludes all other forms of retention of title, in particular the extended, or forwarded retention of title and the retention of title extended to further processing.

8. Warranty

8.1 The statutory provisions shall apply to Lako's rights in case of material defects and defects of title (including incorrect and short delivery as well as improper assembly, defective assembly, operating or operating instructions) and in the event of other breaches of duty by the supplier, unless otherwise stipulated below.

8.2 In accordance with the statutory provisions, the supplier shall be liable in particular for ensuring that the goods have the agreed quality when the risk passes to Lako. In any case, those product descriptions which - in particular by designation or reference in Lako's order - are the subject of the respective contract or have been included in the contract in the same way as these GTPC shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from Lako, the supplier or the manufacturer.

8.3 The supplier further warrants that the deliveries and services have the usual required qualities, that they correspond to his description, samples or specimens and that they can be used in accordance with the nature of the business or the agreement made. Public statements made by the supplier or the manufacturer, especially in advertising and in the information enclosed to the delivery or service, shall be used to assess this standard. This also applies to public statements made by the person who has imported the contractual goods and services into the European Economic Area or who designates himself as the manufacturer by affixing his name, trademark or other mark to the goods and services. Such statements shall not bind the supplier only if he neither knew nor could have known them, if they were corrected when the contract was concluded or if they could not have influenced the conclusion of the contract. Furthermore, the deliveries and services shall comply with all general and special standards applicable in Germany (such as CE, declaration of conformity, etc.), but also with the recognised rules of science and technology.

8.4 In order to preserve all of Lako's rights arising from defective and/or faulty services, it shall be sufficient to assert them within the agreed period, and in case of limitations, the notification of defects within this period. If the supplier procures pre-deliveries from third parties, he shall ensure the quality of such pre-deliveries either by his own means, in particular by his own appropriate inspection of the quality, or by contractually including the pre-supplier in these conditions. Pre-suppliers shall be deemed to be vicarious agents of the supplier.

8.5 Lako shall not be obliged to inspect the goods or to make special enquiries about any defects upon conclusion of the contract. Partially deviating from § 442, section 1, sentence 2 of the German Civil Code (BGB), Lako shall therefore also be entitled to claims for defects without restriction if the defect remained unknown to Lako at the time of conclusion of the contract due to gross negligence.

8.6 The statutory provisions (§§ 377, 381 HGB) shall apply to the commercial duty to inspect and give notice of defects with the following proviso: Lako's duty to inspect shall be limited to defects which become apparent during its incoming goods inspection under external examination including the delivery papers (e.g. transport damage, wrong and short delivery) or which are recognisable during Lako's quality control in the random sampling procedure. Insofar as acceptance has been agreed, there shall be no obligation to inspect. Otherwise, it shall depend on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Lako's obligation to give notice of defects discovered later shall remain unaffected. Notwithstanding Lako's duty to inspect, Lako's complaint (notice of defect) shall be deemed to have been made immediately and timely if it is sent within ten (10) working days of discovery or, in the case of obvious defects, of delivery.

8.7 Subsequent performance shall also include the removal of the defective goods and their re-installation, insofar as the goods have been installed in another item or attached to another item in accordance with their type and intended use; Lako's statutory claim to compensation for corresponding expenses shall remain unaffected. The supplier shall bear the expenses required for the purpose of inspection and subsequent fulfilment even if it transpires that there was actually no defect. Lako's liability for damages in the event of an unjustified request for rectification of a defect shall remain unaffected; in this respect, however, Lako shall only be liable if it recognised or was grossly negligent in not recognising that there was no defect.

8.8 Without prejudice to Lako's statutory rights and the provisions in section 8.7, the following shall apply: If the supplier fails to fulfil his obligation to remedy the defect - at Lako's choice by remedying the defect (rectification) or by delivering a defect-free item (replacement) - within a reasonable period set by Lako. Lako may remedy the defect itself and demand

reimbursement of the expenses required for this from the supplier or a corresponding advance payment. If subsequent performance by the supplier has failed or is unreasonable for Lako (e.g. due to particular urgency, risk to operational safety or the threat of disproportionate damage), no deadline need be set; Lako shall inform the supplier of such circumstances without delay, if possible in advance.

8.9 In case of a material defect or defect of title, Lako shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, Lako shall be entitled to compensation for damages and expenses in accordance with the statutory regulations.

8.10 The warranty period for material defects and defects of title shall be 3 years, unless expressly agreed otherwise.

9. Supplier regress

9.1 In addition to the claims for defects Lako shall be entitled to the legally determined recourse claims within the supply chain (supplier recourse according to §§ 445a, 445b, 478 BGB) without restriction. In particular, Lako shall be entitled to demand exactly the type of subsequent performance (repair or replacement) from the supplier which it owes its customer in the individual case. This does not restrict Lako's statutory right of choice (§ 439 para. 1 BGB).

9.2 Before Lako acknowledges or fulfils a claim for defects asserted by its purchasers (including reimbursement of expenses in accordance with §§ 445a para. 1, 439 para. 2 and 3 BGB), it shall inform the supplier and request a written statement, briefly explaining the facts of the case. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is brought about, the claim for defects actually granted by Lako shall be deemed to be owed to its customer. In this case, the supplier is responsible for supplying counter evidence.

9.3 Lako's claims arising from supplier regress shall also apply if the defective goods have been further processed by Lako or another contractor, e.g. by incorporation into another product.

10. Product liability

10.1 In case the goods supplied are within the meaning of the Product Liability Act defective and a claim is made against Lako for this reason, the supplier shall hold Lako without recourse and without compensation. Within the scope of his obligation to indemnify, the supplier shall



reimburse expenses in accordance with §§ 683, 670 of the German Civil Code (BGB) arising from or in connection with a third party claim including recall actions carried out by Lako. Lako shall inform the supplier about the content and scope of recall measures - insofar as this is possible and reasonable - and give him the opportunity to comment. Further legal claims shall remain unaffected.

10.2 For a period of 11 years from the last delivery, the supplier undertakes, with regard to the products supplied by him, to name the respective manufacturer, importer or upstream supplier to Lako immediately on request, and to make any useful evidence, in particular manufacturing documents and documents showing production and delivery batches and/or production and delivery slips, for the defence against product liability claims by third parties available to Lako immediately. The supplier undertakes to keep this risk of a claim as described above adequately insured and to provide Lako with suitable proof of this upon request.

11. Fire protection, environmental protection, work safety

Should the supplier carry out work or deliveries within the framework of the contractual relationship in one of Lako's business premises, he shall strictly comply with the relevant regulations and laws as well as the General Conditions of mounting and installation issued by Lako or ensure that the regulations are complied with by his employees. If Lako's General Conditions of mounting and installation are not yet available to the supplier, he shall request them without delay.

12. Property rights

The agreed price shall cover the acquisition of the statutory industrial property rights, in particular patents, to the extent that their acquisition is necessary for us to be able to freely use and resell the delivery item. If licences are necessary, the supplier shall procure them at his own expense. Lako may use inventions of the supplier in performance of the contract free of charge. The supplier shall indemnify and hold Lako without recourse and without compensation in the event of infringement of third-party industrial property rights in connection with the ordered delivery or service.

13. Transfer of contract, assignment and set-off

The supplier may not pass on the order in whole or in part to other contractors for execution without Lako's written consent. The supplier may only assign his claims against Lako with Lako's written consent. Lako shall be entitled at any time to set off claims to which it or its affiliated companies within the meaning of §§ 15 ff of the German Stock Corporation Act (AktG)

are entitled against claims of the supplier.

14. Nondisclosure and data protection

14.1 The supplier undertakes to maintain secrecy with regard to the information coming to his knowledge in connection with the contract concerning Lako or the subject of the contract, insofar as it is not generally or otherwise rightfully known to him, or with regard to the results or partial results produced by him.

14.2 This also applies to Lako or third parties concerning personal data which come to the supplier's knowledge in connection with the contract. When processing personal data, the supplier shall comply with all provisions of the General Data Protection Regulation GDPR (DGSVO) and shall in particular protect such data from access by third parties and shall likewise cause its employees involved in such processing to maintain the corresponding confidentiality.

14.3 Furthermore, the supplier gives his consent that personal data from this business case may also be transferred to other companies affiliated with Lako in accordance with §§ 15 ff of the German Stock Corporation Act (AktG).

15. Compliance

15.1 The supplier shall be obliged to comply with the relevant statutory provisions in connection with the contractual relationship. This concerns in particular anti-corruption and money laundering laws as well as antitrust, labour and environmental protection regulations.

15.2 The supplier shall ensure that the products supplied by him comply with all relevant requirements for placing on the market in the European Union and the European Economic Area. He shall provide Lako with proof of conformity by submitting suitable documents on request.

15.3 The supplier shall make reasonable efforts to ensure compliance by its sub-suppliers with the obligations affecting the supplier in this clause 15.

15.4 If the supplier can be proven to have entered into an agreement which constitutes an inadmissible restriction of competition and leads to a claim for damages by Lako in accordance with § 33a GWB, he shall pay 15% of the settlement amount to Lako, unless damages in a different amount are proven. This shall also apply if the contract is terminated or has already been fulfilled. Other contractual or legal claims on the part of Lako remain



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unaffected.

16. Place of fulfilment, place of jurisdiction and applicable law

16.1 The place of performance shall be the delivery address specified by Lako in the order or the place where the service is to be provided.

16.2 These GTPC and the contractual relationship between Lako and the supplier shall be governed by the law of the Federal Republic of Germany, excluding international unified law, in particular the UN Convention on Contracts for the International Sale of Goods.

16.3 The exclusive place of jurisdiction shall be Laupheim; Lako shall, however, also be entitled, at its discretion, to bring actions arising from the contract before the factual and local competent court for this purpose in accordance with the legal provisions applicable to the state in which the supplier has his place of business or residence.

17. Severability clause

Should individual provisions of these regulations be or become invalid, this shall not affect the validity of the remaining provisions.