

General Terms and Conditions of Purchase

Effective from January 1st, 2018

Section 1: Scope

(1) These Terms of Purchase apply for all contracts that are concluded between Heidelberg Druckmaschinen AG, one of its subsidiaries, or one of its sales partners (hereinafter jointly referred to as "Heidelberg") and the Supplier, and which at least partially pertain to the purchase of goods and/or rights and/or the performance of works or services for Heidelberg. They apply even if Heidelberg is aware of contradictory or different terms of the Supplier and accepts a delivery without reservation.

(2) If these Terms of Purchase are made all part of a contract, then they shall additionally apply for contracts concluded later. This applies even if not expressly agreed in connection with the conclusion of said later contracts. The respective currently applicable version of these Terms of Purchase as of the time the contract is concluded shall be decisive.

(3) Diverging general terms and conditions of business of the Supplier are not accepted, even if not expressly rejected.

Section 2 Orders and Contracts

(1) Before submitting its offer, the Supplier must comprehensively familiarize itself with the task ordered by Heidelberg, including all boundary conditions and interfaces with other tasks, as well as Heidelberg's execution standard, and request particularly necessary information from Heidelberg in writing.

(2) Orders or assignments of a mission by Heidelberg are only binding if they are issued by Heidelberg in writing.

(3) Heidelberg is entitled to change the time and location of the delivery, as well as the type of packaging, at any time by written notification with a period of notification of at least 14 calendar days before the agreed delivery date. The same applies to changes of product specifications, insofar as these can be implemented within the scope of the Supplier's normal production process without substantial additional expense; in such cases, the notification period pursuant to the sentence above shall amount to at least one month. Heidelberg shall reimburse the Supplier for any relevant substantiated and appropriate costs incurred due to the change. If changes of this type result in delivery delays that cannot be avoided by means of reasonable efforts within the Supplier's normal production and business operations, then the originally agreed delivery date shall be postponed accordingly. The Supplier shall inform Heidelberg in writing of the additional costs or delivery delays to be expected in accordance with a careful estimation; this must, however, be done within five working days after receipt of the notification pursuant to sentence 1.

(4) Heidelberg is entitled to terminate the contract at any time by written declaration stating the grounds if the products ordered can no longer be used in the business operations of Heidelberg due to circumstances occurring after the conclusion of the contract. In such an event, Heidelberg shall compensate the Supplier for the partial performance carried out.

Section 3 Delivery

(1) The Supplier is only permitted to dispatch the delivery objects as express goods or air freight according to special agreement. The transportation must be carried out by a forwarder specified by Heidelberg.

(2) The time of delivery (delivery date or period) specified in the order, or decisively agreed by other means, is binding. Early deliveries or partial deliveries are only permissible with the consent of Heidelberg. The Supplier is obligated to immediately inform Heidelberg in writing if circumstances occur or become apparent that make it impossible to comply with the time of delivery.

(3) If the delivery object is not delivered to the agreed shipping address on schedule, Heidelberg is entitled, after a reasonable grace period set for the Supplier has expired without the desired result being achieved, to withdraw from the contract and to demand damages for non-performance or compensation of wasted expenditures. Heidelberg can withdraw from the agreement immediately without setting a grace period and demand damages for non-performance or compensation of wasted expenditures if extraordinary circumstances occur that justify immediate withdrawal in consideration of the interests of both parties. Such circumstances may include that the Supplier's performance can no longer be incorporated into Heidelberg's production process without unreasonable delay or unreasonable additional expense.

(4) If the date by which the delivery must take place at the latest can be determined based on the contract, then the Supplier shall be in default after the end of that day without the need for a reminder from Heidelberg. In the event of delivery default, Heidelberg shall be entitled to the statutory claims without restriction, including the right of withdrawal and the right to damages instead of performance, after a reasonable grace period has expired without the desired result.

(5) If Heidelberg is wholly, partially, or temporarily prevented from accepting the performance of the Supplier by force majeure, Heidelberg is not responsible for this. Heidelberg is released from any obligation or duty of acceptance for the duration of the delay and is not liable for resulting damage. If the delay as defined in this section lasts more than 90 calendar days, Heidelberg can terminate the contract by giving written notice without the need for a notice period. This will not give rise to any claims of the Supplier. Force majeure for the purposes of this section includes all incidents that, due to their occurrence and impact, cannot be prevented by Heidelberg by reasonable measures, in particular events that are beyond its control. This includes but is not limited to war, warlike situations, revolution, coups, uprisings, riots, blockades, embargoes, multi-company labor disputes, epidemics and natural disasters.

(6) Reservations of title of the Supplier shall only apply insofar as they pertain to the payment obligation for the respective products to which the Supplier reserves the reservation of title. In particular, all-monies clause or extended reservations of title are not permissible.

(7) In the event of self-delivery, the Supplier has to conclude a transport insurance equivalent to the value of the delivery object that also includes transport within the facilities of Heidelberg up to the place of use.

Section 4 Price and Payment

(1) Prices apply as fixed prices including all incidental costs. They are given excluding value-added tax, which shall be specified separately.

(2) If sliding-scale prices are agreed, then even in the event that the agreed delivery date is exceeded by the Supplier, only the price that would have been calculated in the case of compliance with the delivery deadline shall be paid.

(3) The INCOTERMS in the version applicable at the time of contractual conclusion shall apply for the interpretation of commercial clauses. If no special agreement is made, the prices are understood to be delivered duty paid (DDP) including packaging.

(4) Deliveries and services shall only be remunerated if Heidelberg has ordered them in writing. This also applies to subsequent changes to the scope of the order. For this, the price level and results of negotiations are taken into consideration.

(5) Payment periods run in accordance with the conditions specified in the order. If payments are made in advance, the invoice amount shall apply minus a 2% discount. The periods described above shall begin when the risk has been transferred to Heidelberg and Heidelberg has received the invoice. The decisive date for the observance of the payment period shall be the date on which Heidelberg issues the transfer order.

(6) The Heidelberg order number must be specified in all invoices. The order and invoice currencies must be the same. Invoices that do not correspond with these provisions will not be accepted by Heidelberg and will not trigger any maturity.

(7) The Supplier must collect the packaging or parts thereof from the location of the shipping address free of charge at Heidelberg's request.

Section 5 Passing of Risk

Unless otherwise agreed, the risk shall pass to Heidelberg upon handover of the delivery object at the location of the agreed address of shipment.

Section 6 Samples, Drawings, Models, and Operating Instructions

(1) Delivery objects manufactured according to Heidelberg's specifications, and according to Heidelberg's drawings in particular, may only be delivered to Heidelberg. This also applies, but not exclusively, when

- a) the Supplier has procured tools, models, and other items at its own cost;
- b) delivery objects are not accepted due to defects;
- c) no further orders or contracts are awarded.

(2) Heidelberg reserves all property rights and intellectual property rights to all informational materials, particularly samples and drawings, handed over to the Supplier. These documents may not be made accessible to third parties, insofar as they do not concern information that was publicly known or legally shared with the Supplier by third parties before the handover, or which becomes known afterwards. These informational materials must be immediately returned to Heidelberg as soon as they are no longer necessary for the fulfillment of the Supplier's obligations to Heidelberg. There is no right of retention.

(3) Tools, devices, and models that Heidelberg provides to the Supplier or that are manufactured for contractual purposes and separately billed to Heidelberg by the Supplier shall remain the property of Heidelberg or be transferred to the property of Heidelberg. These must be marked by the Supplier as the property of Heidelberg, stored carefully, protected from damage of any type, and must only be used for the purposes of the contract. The Supplier shall immediately notify Heidelberg of all non-insignificant damage to these objects. The Supplier is obligated to hand over the objects to Heidelberg in proper condition at Heidelberg's request when they are no longer needed by the Supplier for the fulfillment of the contracts concluded with Heidelberg.

(4) The Supplier is obligated to observe all applicable German and European regulations with regard to the transfer and/or availability and/or attachment of technical or other documents, information, operational or other instructions, declarations and markings. He will provide Heidelberg with operating instructions for the delivery object in all official languages of the European Union in written and electronic form unless otherwise agreed. Heidelberg has the right to use the operating instructions provided by the Supplier wholly or partially in any form. This applies in particular to the integration of the operating instructions into overall operating instructions. Obligations of the Supplier under German or European regulation beyond the regulations of this section remain unaffected.

Section 7 Intellectual Property Rights of Third Parties

The Supplier is liable to Heidelberg for claims that arise from a violation of intellectual property rights and/or of applications for intellectual property rights during the use of the delivery object delivered by the Supplier. The Supplier indemnifies Heidelberg against all claims arising from such violations and undertakes to assume all costs incurred in this context, including the costs of licensing fees that may have to be paid as well as appropriate legal costs. In addition, the Supplier shall support Heidelberg in any judicial or extra-judicial confrontations with the holder of the intellectual property rights.

Section 8 Claims for Defects

(1) Within the period specified in Section 2, the Supplier guarantees that the delivery object does not exhibit any defects of quality or title. A defect of this kind is deemed to exist if the delivery object does not correspond to the contractually agreed or typical purpose of use, the recognized rules of technology, or the applicable statutory and official provisions, especially licensing regulations, occupational health and safety provisions, and accident prevention regulations, at the time of the passing of risk. If CE, DIN, ISO, VDE, VDI, DVGW standards or equivalent standards are applicable to the delivery object, then it must be in compliance with these at the time of the passing of risk. The provisions of this section also apply if construction or installation work must be performed by the Supplier in connection with the delivered goods. The acceptance or approval of the submitted samples or prototypes does not constitute a waiver of warranty claims.

(2) All of Heidelberg's claims for defects shall lapse after three years from the passing of risk unless otherwise agreed. Delivery objects that have been used for building structure in accordance with their typical manner of use and have caused this to be defective are subject to a period of limitation of five years.

(3) Upon receipt of the written notification of defects by the Supplier, the period of limitation for warranty claims is restrained until the Supplier rejects the claims in writing or declares that the defect has been resolved in writing or otherwise refuses to continue negotiations on the claims of Heidelberg in writing.

(4) At its discretion, Heidelberg can either request that the defect be repaired or that a defect-free replacement product be delivered. If the Supplier delivers a replacement, the period specified in Section 2 shall recommence for the replaced parts. This does not apply if the supplementary performance was not carried out in order to resolve a defect and this it is not considered as the Supplier's acknowledgment of being obligated to this from the perspective of Heidelberg. In particular, no acknowledgment shall exist if the fact that the Supplier did not intend to grant acknowledgment arises from the scope, duration, and costs of the supplementary performance. In all other respects, the statutory claims for defects apply.

(5) If no other contractual agreements have been made, the following shall apply: the period for complaints of defects that can be identified following an inspection that goes beyond a mere receiving inspection shall amount to two weeks beginning from the handover. In the event of concealed defects, this period shall begin upon discovery of the defect.

(6) Heidelberg is entitled to resolve defects itself, have defects resolved by third parties, or otherwise procure replacement at the cost of the Supplier if the Supplier refuses the fulfillment of its obligations due to Heidelberg's claims for defects or does not fulfill these obligations within a reasonable period.

(7) The Supplier shall indemnify Heidelberg of any costs that Heidelberg incurs as a result of the fact that claims are asserted against Heidelberg for damages, the cause of which is to be attributed to the scope of responsibility of the Supplier. This shall also apply if a claim is asserted against Heidelberg based on the Produkthaftungsgesetz (German Product Liability Act).

Section 9 Liability / Insurance / Minimum Wage

(1) The Supplier is liable under the statutory provisions. The Supplier is liable for all damage to Heidelberg for which the Supplier, its personnel, and other third parties employed by it within the scope of the project are to blame. Furthermore, the Supplier shall indemnify Heidelberg of any costs that Heidelberg incurs as a result of the fact that claims are asserted against Heidelberg for damages caused by its delivery objects or performed services, the cause of which is to be attributed to the scope of responsibility of the Supplier. This includes the costs of any precautionary recall campaigns (machinery clause) and also applies in the event of claims asserted based on the Produkthaftungsgesetz (German Product Liability Act) or Umwelthaftungsgesetz (German Environmental Liability Act).

(2) The Supplier must take out expanded operational and product liability insurance (if required for the relevant delivery with machinery clause) including the full coverage according to the so-called product liability model, i.e. particularly also for the costs of disassembly and installation, with a coverage amount of at least EUR 5 million. The Supplier must present a confirmation of insurance to Heidelberg on request, from which the conclusion of the above-mentioned Insurance results. The Supplier is obligated to immediately inform Heidelberg of every contract termination or change in coverage, regardless of grounds, but particularly the expiration of the contract without the conclusion of a succeeding contract.

(3) The Supplier shall ensure that he complies with the provisions of the law regulating a general minimum wage (MiLoG) in the fulfillment of the contract, and in particular that he pays the minimum wage in due time. In addition he shall ensure that in the case of the engagement of subcontractors, he will not employ any subcontractors that do not pay the minimum wage or do not pay the minimum wage in due time, and will not permit a subcontractor to perform work if they do not do so. The Supplier fully indemnifies Heidelberg against liability under Section 13 MiLoG in conjunction with Section 14 of the Arbeitnehmer-Entsendegesetz (German Employee Secondment Act). If subcontractors are engaged, the Supplier undertakes to ensure that the subcontractors also fully indemnify Heidelberg.

Section 10 Confidentiality

(1) The contractual parties undertake not to disclose confidential information of the other contractual party.

(2) Confidential information is information that is either expressly identified as such or for which the fact that it constitutes confidential information can be determined from the circumstances.

(3) Heidelberg may share confidential information with third parties insofar as this is necessary in connection with the execution of the contract. In such an event, Heidelberg shall obligate the third parties to confidentiality in accordance with their own obligations.

(4) Neither Heidelberg nor the Supplier will make the shared information marked as confidential the subject of applications for intellectual property rights, nor will they counter to the applications for intellectual property rights of the respective other party.

(5) The non-disclosure obligation does not apply to confidential information that is generally known, that was already demonstrably known to the receiving party before being passed on, that was demonstrably independently prepared or legally obtained by one contractual party, that became otherwise generally known to one of the parties without infringement of the non-disclosure obligation, or that one of the parties is obliged to disclose on the basis of a regulatory or court order or for any other legal reason. In any case, the non-disclosure obligation shall expire three years after the full execution of the contract.

Section 11 Assignment, Offsetting, Right of Retention

(1) Claims of the Supplier arising from the contract may not be assigned in full or in part without the written consent of Heidelberg. This does not apply to pecuniary claims.

(2) Offsetting or exercise of the right of retention by the Supplier is permitted only with undisputed, acknowledged, or legally enforceable claims.

Section 12 Compliance

The Supplier undertakes to take all necessary and appropriate measures to prevent corruption. The Supplier therefore undertakes not to offer, promise, or grant payments or other benefits (e.g. money, non-cash gifts, and invitations that are not predominantly of a business nature, such as sports events, concerts, and cultural events) or to arrange for these to be offered, promised, or granted to employees and members of executive bodies of Heidelberg through employees, members of executive bodies, or third parties. This also applies to the granting of bonuses in kind to Heidelberg.

Section 13 Place of Performance, Place of Jurisdiction, and Applicable Law

(1) The place of performance for all contractual obligations of the Supplier is the place of the shipping address.

(2) In the case of contracts with traders and also with legal entities under public law or special funds under public law, Heidelberg is agreed as the exclusive place of jurisdiction.

(3) Exclusively German law applies; the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflicts of laws provisions do not apply.

Section 14 Subsidiary Agreements, Partial Ineffectiveness

(1) Amendments/additions to contracts concluded within the scope of these Terms of Purchase, as well as the annulment thereof, must be made in written form. This written form requirement can be waived only in writing. There are no verbal side agreements or assurances.

(2) If any provision of a contract is or becomes invalid in whole or in part, this will not affect the validity of the remaining provisions.