



## 1. Scope of application, exclusivity

- a) These General Terms and Conditions of Purchase (“GTP”) govern the purchase of contractual products and the provision of services by suppliers and business partners to Kneipp GmbH (hereinafter referred to as Kneipp).
- b) Orders shall be placed exclusively on the basis of these Terms and Conditions of Purchase, which shall also apply to all future transactions without the need to refer to them again separately. Counter-confirmations by the Contractor with reference to its terms and conditions are hereby rejected. Signatures provided by us in this context, irrespective of the wording submitted, merely confirm receipt, but not knowledge of the content or inclusion of such counter-confirmations. Our Terms and Conditions of Purchase shall be deemed accepted at the latest upon execution of the order, even if the Contractor refers to its own terms and conditions. Acceptance of the goods or services ordered shall not imply the validity of any other terms and conditions.
- c) If a separate written agreement has been made between the parties for the same subject matter, these GTP shall only apply as a supplement and shall be applied subordinately in the event of any contradictions.
- d) References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they have been directly amended or expressly excluded in these GTP.

## 2. Placing of order

- a) Orders must be confirmed by the Contractor without delay.
- b) The Contractor agrees to issue a supplier's declaration in accordance with Implementing Regulation (EU) No. 2015/2447 for the goods delivered by him upon request. If this is not possible, please indicate "not entitled to preference" on the order confirmation.

## 3. Meeting deadlines, default in delivery

- a) The delivery time specified by us in the order shall commence on the day the order is placed and shall be binding. We must be informed immediately of any circumstances that jeopardize or make it impossible to meet the delivery date, stating the reasons and the expected delay, without this affecting the Contractor's obligation to deliver on time.
- b) If the Contractor fails to meet performance or delivery deadlines, it shall be in default without this requiring a reminder or the setting of a grace period by Kneipp. In this case, Kneipp shall be entitled to declare its withdrawal.
- c) In the event of a default in delivery, we are entitled to demand a contractual penalty of 0.2% of the gross order amount for each calendar day of delayed delivery up to a maximum of 5% of the gross order amount from the contractor without further proof; in addition, compensation for all direct and indirect damages caused by delay may be claimed, taking into account the contractual penalty.
- d) If the Contractor fails to deliver even after a reasonable grace period, we shall be entitled, at our discretion, to claim damages for non-performance or to procure a replacement from a third party or to withdraw from the contract, taking into account the contractual penalty. We reserve the right to prove that higher damages have been incurred. The Contractor reserves the right to prove that no damage at all or only significantly less damage has been incurred. The existence of force majeure shall only exonerate the Contractor if he notifies us immediately of the circumstances giving rise to it and was not already in default when it occurred. Partial deliveries and earlier deliver-



ies must be agreed with us in advance.

e) The unconditional acceptance of a delayed service or delivery by Kneipp shall not constitute a waiver of claims under any title whatsoever.

#### **4. Purchase obligation**

a) Unforeseen events such as force majeure, war, pandemic, official measures and cases of business interruption through no fault of our own release us from the obligation to accept the ordered goods. In this case, the Contractor shall not be entitled to claim damages.

b) In other cases of operational disruption, we shall be entitled to demand a reasonable extension of the acceptance period. After expiry of this period, the Contractor shall have the right to withdraw from the contract within the framework of the statutory provisions, as in the case of default of acceptance, insofar as this was not caused by gross negligence or intent on our part.

#### **5. Accompanying documents, payment**

a) Each delivery of goods must be accompanied by a delivery bill containing our order and material number, a list of the batches delivered, the description of the goods, the quantity delivered (in the specified unit), the weight (gross and net) and details of the packaging materials used. The relevant information, together with the supplier's name, must also be clearly visible on all pallets and packages. For deliveries from non-EU countries, a copy of the invoice must be attached to the delivery bill.

b) If agreed, a certificate of inspection or a certificate of analysis shall be enclosed with each delivery. If preferential and trade agreements exist between the Federal Republic of Germany and the country of origin of the goods, the deliveries must be accompanied by proof of origin confirmed by the competent authorities.

c) An invoice must be issued for each delivery and, if required by Kneipp, sent in duplicate to Kneipp GmbH, irrespective of the place of delivery within Germany. In particular, the invoice must show our order number, item number and material number.

d) Unless otherwise agreed, payment shall be made in the usual commercial way, within 14 days with a 3% discount or within 60 days, calculated from delivery/service and receipt of invoice, using a means of payment of our choice.

e) Kneipp shall be in default of payment at the earliest after receipt of a written reminder from the Contractor.

f) Invoices with defects or errors do not constitute a due date and can be returned by us at any time. In the latter case, the due date shall only be established upon receipt of the corrected invoice.

g) Missing delivery documents, receipt at a location other than that specified in the order confirmation, incomplete information or errors shall delay the payment deadline until receipt of the error-free invoice and the otherwise required complete documents. The duration of the suspension of the invoice verification shall be taken into account in the Contractor's reminder record, and without loss of rebates, discounts and similar payment benefits. In the event of early acceptance of deliveries, the payment period shall not commence until the delivery date specified in the order or the invoice date, whichever is later.

#### **6. Transportation, customs clearance, insurance**

All deliveries to us shall be made in accordance with Incoterms 2020. In particular, the DAP clause is agreed, according to which the contractor must conclude the contract of carriage at its own expense.



## 7. Packaging

The Contractor shall only use recyclable and unmixed packaging materials that are marked with the appropriate symbols. We shall be entitled to dispose of the packaging materials or have them disposed of and to invoice the Contractor for the costs incurred by us in this connection.

## 8. Quality

a) The Contractor guarantees that the delivered goods comply with the regulations applicable to these goods and the products for the manufacture of which they are used, in particular that they comply with the specifications agreed with the Contractor.

(1) If the goods are subject to the German Food and Feed Code (Lebensmittel- und Futtermittelgesetzbuch (LFGB)), the Contractor warrants that neither the goods nor their derivatives and impurities pose a health risk when used as intended and foreseeable and that the goods are therefore physiologically harmless.

(2) If an official recommendation exists for the goods, in particular for consumer protection or food safety, the Contractor warrants that the goods comply with the current version of the relevant recommendation.

b) The Contractor guarantees compliance with the aforementioned provisions for each delivery and provides further documentation and validation documents on request.

c) The Contractor shall carry out quality assurance that is suitable in type and scope and corresponds to the latest state of the art and shall provide us with evidence of this upon request.

## 9. Warranty

a) The quantities, dimensions, weights and quality characteristics determined during our incoming goods inspection shall be decisive for the assessment of the correctness of the delivery.

b) Kneipp shall only randomly check the delivered contractual products or the services rendered for identity, delivery quantity and obvious transport damage as part of its incoming goods inspection or in the course of acceptance of the service. Kneipp shall not be obliged to carry out further checks or other inspections vis-à-vis the Contractor. In this respect, Kneipp shall be exempt from any existing statutory inspection and complaint obligations towards the Contractor. The incoming goods inspection or acceptance of services carried out by Kneipp shall not release the Contractor from its obligation and sole responsibility for the quality control of the contractual products and services.

c) The Contractor undertakes to provide a replacement free of charge also for defects that are not recognizable on delivery but only become apparent during laboratory testing, processing or use of the goods and to compensate us for any damage incurred.

d) Payments made shall not be deemed to be a waiver of a notice of defect.

e) The Contractor shall assume warranty for its deliveries in accordance with the statutory provisions applicable in Germany. He shall assume liability for ensuring that the goods are free from third-party industrial property rights.

f) If claims are asserted against us for violation of official safety regulations or product liability regulations or warranty under domestic or foreign law, the Contractor shall compensate us for any damage incurred by us insofar as its deliveries were defective and the cause of the damage. This damage shall also include the costs of a precautionary recall action.

g) The Contractor shall insure itself against all risks arising from product liability, including the risk of recall, to an appropriate amount.



## 10. Production aids

If we pay the Contractor for production aids (e.g. tools, printing plates) in full or for the most part, these shall become our property. The handover shall be replaced by the agreement of a loan relationship, on the basis of which the Contractor shall be entitled to possession of the production aids until revoked. The contractor shall not be entitled to a right of retention in this respect.

## 11. Set-off

We shall be entitled to set off all claims we have against the Contractor against all claims the Contractor has against us, to the extent permitted by law.

## 12. Kneipp Code of Conduct

- a) The Contractor undertakes to comply with the Kneipp Code of Conduct. The Kneipp Code of Conduct is published at [www.kneipp.com/de\\_de/code-of-conduct/](http://www.kneipp.com/de_de/code-of-conduct/).
- b) The Contractor undertakes to take appropriate measures to ensure that the Contractor's employees know and observe the minimum requirements of the Kneipp Code of Conduct (e.g. through internal compliance programs).
- c) The Contractor undertakes to effectively communicate the Kneipp Code of Conduct to its suppliers, subcontractors and service providers when awarding Kneipp-relevant contracts and to demand compliance by these third parties accordingly. In the event of rejection or non-compliance by these third parties, the Contractor shall inform Kneipp immediately in writing.
- d) In the event of serious breaches of the Kneipp Code of Conduct, Kneipp shall be entitled to terminate the respective order extraordinarily and with immediate effect.
- e) Kneipp requires all its business partners to adhere to the same standards. Consequently, Kneipp expects contractors to comply with the laws and standards mentioned above and to commit to applying the following 9 principles in connection with the laws and standards mentioned in the Code of Conduct:

1. Compliance with all applicable anti-corruption and anti-trust laws
2. Freedom of association and collective bargaining
3. No discrimination and fair remuneration
4. No child labour and special protection for young workers
5. No precarious employment
6. No slavery or forced labour
7. No unlawful eviction or unlawful taking of land, forests and waters
8. Requirements regarding occupational health and safety. This includes explicitly a compliant work environment with a workplace and work equipment, preventive measures, rules on working hours with breaks as well as qualification and training of all employees
9. No harmful soil change, water pollution, air pollution, noise emission or excessive water consumption, particularly compliance with international standards reg. (i) limitation of mercury (Minamata Convention), (ii) elimination or restriction of persistent organic pollutants (Stockholm Convention), and (iii) reduced movements of hazardous waste (Basel Convention)

The Contractor may be required to execute a "Compliance Declaration for Kneipp's Business Partners" in the format provided by Kneipp. Refusal to execute such declaration may lead to Kneipp ceasing any business relationship with the Supplier.



**13. Applicable law, jurisdiction**

a) The place of jurisdiction is Würzburg.

b) The contractual relationship shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods, even in the case of deliveries from abroad.