

GENERAL TERMS AND CONDITIONS OF PURCHASE OF KIDDE-DEUGRA BRANDSCHUTZSYSTEME GMBH

I. Scope of Application

1. Notwithstanding clause I.2, the following Terms and Conditions of Purchase apply exclusively to our orders.
2. In case the REACH regulation applies to the deliveries and services to be performed by the Supplier, the terms and conditions available on our website under www.kidde-deugra.com/en/reach shall apply in addition to these Terms and Conditions of Purchase. Clause VI.2.c of these Terms and Conditions of Purchase remains unaffected.
3. These Terms and Conditions of Purchase form together with the respective order the complete agreement between us and the Supplier pertaining to the ordering of deliveries and services by us and supersede all previous — both written as well as verbal — agreements and arrangements.
4. Any deviating terms and conditions, in particular the General Terms and Conditions of the Supplier, shall not apply; even if we, knowing of such terms and conditions of Purchaser, do not object to them expressly or accept from the Supplier without reservation deliveries.
5. We shall have the right to amend the then current General Terms and Conditions of Purchase subject to prior written notification, including information on the right to object, of the Supplier and the envisaged amendments shall become effective unless the Supplier objects within two (2) weeks after receipt of such notice.

II. Contract conclusion

1. All requests made by us shall be non-binding and only represent a request for quote from us to the Supplier.
2. A contract is only concluded, if we accept the offer presented by the Supplier by placing a written (letter, fax, e-mail) order. Any orders made orally or via telephone shall require a written confirmation to become legally effective. All correspondence must be maintained exclusively with the contact partner named in our order and quoting the order number, plant, initials, etc.
3. Unless otherwise agreed in these General Terms and Conditions of Purchase, any changes/amendments and/or additions to these General Terms and Conditions of Purchase, including to this clause II.3, must be agreed in writing between the contract parties in order to be effective.

III. Place of delivery and delivery deadlines

1. Unless otherwise agreed in writing (letter, fax, e-mail), deliveries shall be DAP (Delivered AT Place) respectively DDP (Delivered Duty Paid) as defined per Incoterms 2010 respectively.
2. Agreed delivery deadlines are binding. Decisive for the observance of the performance date shall be the receipt of the correct goods at the place of receipt indicated by us.
3. Deliveries shall be made including customary packaging. The goods must be packed in a way to avoid damage in transit.
4. If the Supplier should be in default of performance, we shall be entitled to statutory claims.
5. The Supplier shall be obliged to immediately inform us of any foreseeable delays in delivery specifying the respective reasons and the estimated extent of the delay.

IV. Payment

1. The price agreed at contract conclusion is binding. If not agreed otherwise, payments shall be made in EURO and within 14 days with 3% discount or within 90 days net to the account specified by the Supplier. The payment deadline shall commence following our receipt of invoice and complete delivery.
2. If not agreed otherwise, all costs for packaging as well as the statutory value added tax are included in the price.

V. Offset and retention, assignment to third parties

1. The Supplier is not entitled to set off a claim made by us against a counter-claim. This does not apply in cases where the counter-claim is undisputed, non appealable or ready for decision.
2. The Supplier is only entitled to exercise rights of retention with regard to counter-claims that are undisputed, non appealable or ready for decision.
3. Without our prior written (letter, fax, e-mail) consent, the Supplier shall not be entitled to assign or transfer claims against us to third parties. Section 354a German Commercial Code remains unaffected.

VI. Claims due to defects

1. If not agreed otherwise, our claims due to defects shall be governed by the statutory provisions.
2. The Supplier warrants that its performance is free of defects. In particular, the Supplier warrants that the quality of its performance corresponds to
 - a. the contractually agreed terms (e.g. with respect to the technical specifications and properties of the goods to be delivered which are deemed as agreed conditions),
 - b. state-of-the-art technology as at the delivery date,
 - c. the applicable statutory provisions, in particular those of the chemical and hazardous substances laws, in particular the REACH regulation, in their respective current versions as at the delivery date.
3. We shall inspect the delivered goods for defects and notify the Supplier of apparent defects within a period of two weeks as of our receipt of the goods or, in case of hidden defects, within period of two weeks as of their discovery.
4. Following the unsuccessful expiration of a period stipulated by us for supplementary performance, or if the Supplier unreservedly refuses to provide supplementary performance we shall be entitled to have the defect remedied ourselves at the expense of the Supplier. In urgent cases where we are, taking into account the interests of both parties, not in a position to set a remedy period, in particular in case a substantial threat of substantial damages, we may remedy the defect ourselves without setting a deadline for supplementary performance at the expense of the Supplier. The aforesaid shall not apply if the Supplier rightfully refuses supplementary performance.
5. The period of limitation is 36 months, starting from delivery of the goods.
6. Acceptance of the goods or approval of submitted drawings does not mean a waiver of claims for defects.

VII. Liability, infringement of industrial property rights, exemption

1. If not agreed otherwise, the Supplier is liable according to the statutory provisions.
2. If a claim based on the infringement of regulatory safety provisions or of product liability laws and regulations in connection with a defect of goods or a product manufactured with the use of such goods originating from the Supplier, is raised against us, we shall be entitled to request from the Supplier indemnification for all such claims against us and/or compensation for damages suffered, if the claims and/or damages were caused by a negligent or wilful violation of duty on the part of the Supplier
3. Damages according to Section VII.2 shall also include the costs of a necessary product recall. We shall inform the Supplier of the content and scope of the recall measures to be implemented — in as far as this is possible and reasonable — and shall give him the opportunity to make representations. The above provisions are without prejudice to other statutory claims.
4. Insofar as claims are asserted against us by a third party, due to infringement of the property rights of this third party by the goods or deliveries of the Supplier, the Supplier shall, upon first request, indemnify us from any such third-party claims. This shall not apply in cases where the Supplier has not acted negligently or wilfully.

VIII. Retention of title

Retention of title to the delivered goods is excluded.

IX. Supplier Code of Conduct

The Supplier shall adopt and comply with a code of conduct or policy statement regarding business conduct, ethics and compliance that satisfies, at a minimum, the principles and expectations set forth in the United Technologies Corporation Supplier Code of Conduct available at the United Technologies Corporation Supplier Site under <http://www.utc.com/Suppliers/Pages/Supplier-Code-of-Conduct.aspx> (Supplier Code of Conduct). The Supplier shall have management systems, tools and processes in place that (i) ensure compliance with applicable laws and regulations and the requirements set forth in the Supplier Code of Conduct; (ii) promote an awareness of and commitment to ethical business practices, including, without limitation, the expectations set forth in the Supplier Code of Conduct; (iii) facilitate the timely discovery, investigation (including cooperation with any investigation initiated by us involving Supplier), disclosure (to us and others as appropriate) and implementation of corrective actions for violations of law, regulations, these Terms and Conditions of Purchase, an Order, or the expectations set forth in the Supplier Code of Conduct; and (iv) provide training to its employees on compliance requirements, including the expectations set forth in the Supplier Code of Conduct. The Parties recognize that the above URL may change from time to time and agree that any such change will not affect the applicability of the material referenced. We agree to provide the new URL upon Supplier's request in the event of a change.

X. Applicable law

The laws of the Federal Republic of Germany shall apply; the UN Convention on Contracts for the International Sale of Goods CISG shall not apply.

XI. Place of performance, venue

1. Place of performance for deliveries and services is the place of receipt stated by us in the order.
2. The exclusive venue for all legal disputes arising between the parties, including bills of exchange or cheques, is Ratingen or, at our choice, the seat of the Supplier.

XII. Relationship of the Parties

The relationship between Supplier and us will be that of independent contractors and not that of principal and agent, nor that of legal partners. Neither Party will represent itself as the agent or legal partner of the other Party nor perform any action that might result in other persons believing that it has any authority to bind or enter into commitments on behalf of the other.

XIII. Severability

Should one or several of the aforementioned provisions be or become invalid in part or whole, this shall not affect the validity of the remainder of these provisions. The parties shall, to the extent legally permissible, immediately replace such provision with a provision that comes closest to the content of the invalid provision and corresponds as closely as possible to the underlying business interests of the parties.