General Conditions of Purchase

of the Vorwerk Group

§ 1 Contractual partner

These General Terms and Conditions of Purchase (GTCP) govern the contractual relationships between VORWERK + Sohn GmbH & Co. KG or its affiliated companies within the meaning of § 15 of the German Stock Corporation Act (AktG) (hereinafter referred to as "VORWERK") and all contractual partners who provide deliveries or services for one of these companies.

The contracts shall be concluded in each case with those Vorwerk companies which are specified as the ordering party in the contract documents.

§ 2 Validity

(1) These GTCP apply to all business relationships with our business partners and suppliers ("Contractual Partners") and only to entrepreneurs (§ 14 of the German Civil Code (BGB)), legal entities under public law and special funds under public law pursuant to § 310 BGB.

(2) The GTCP shall apply to all our contracts and orders, to all deliveries and other services procured by us, unless they are amended or excluded with our express written consent, in particular to contracts for the sale and/or delivery of movable goods ("goods"), irrespective of whether the seller manufactures the goods himself or purchases them from suppliers (§§ 433, 651 BGB). In particular, they shall also apply if our contractual partner provides its deliveries or services with our knowledge under deviating terms and conditions. General terms and conditions of our contractual partner shall only apply if we confirm this in writing. This requirement of consent shall apply in any case, for example even if we accept the contractual partner's deliveries or services without reservation in the knowledge of the contractual partner's general terms and conditions.

(3) Individual agreements made with our contractual partner in individual cases (including ancillary agreements, supplements and amendments) shall in any case take precedence over these GTCP. Subject to proof to the contrary, a written contract or our written confirmation/"addendum" shall be authoritative for the content of such agreements.

(4) Unless otherwise agreed, our GTCP in the version valid at the time of the order or in any case in the version last communicated to him in text form shall also apply as a framework agreement for similar future contracts and orders, even if their validity is not communicated to our contractual partner again in connection with our future order.

(5) References to the applicability of statutory provisions shall only have clarifying significance. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these GTCP.

§ 3 Offer and conclusion

(1) Our contractual partner may only submit offers electronically via our purchasing portal. The offers of the contractual partner are to be entered here in response to a specific request by us during the offer phase in the templates provided for this purpose on the purchasing portal. Only then will they become legally binding for us and for the contractual partner. Offers submitted by the contractual partner in addition to this shall not be taken into account unless they have been expressly requested by Vorwerk in this form.

(2) After the end of the bidding phase, the bids submitted will be evaluated. Vorwerk reserves the right not to accept any of the offers.

(3) All of our offer acceptances, orders, ancillary agreements and other agreements between us and our contractual partner shall be set down in writing. Agreements, even if they are made later, shall only become effective upon our written confirmation. In this respect, the power of attorney granted to our employees or representatives is limited.

(4) The contractual partner must inform us of obvious errors (e.g. spelling and calculation errors) and incompleteness of an order including the order documents for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not to have been concluded.

(5) Commercial letters of confirmation from our contractual partner shall not have the effect of concluding a contract with a content deviating from our order and our other written declarations, even without our objection.

§ 4 Text form

(1) Legally relevant declarations and notifications of the contractual partner (e.g. setting of deadlines, reminders, withdrawals), which are made to us after the conclusion of the contract, must be in text form in order to be effective. Statutory formal requirements and further proof, in particular in the event of doubts about the legitimacy of the person making the declaration, shall remain unaffected.

(2) Insofar as text form is provided for in the GTCP, it shall also be complied with if corresponding declarations are transmitted by fax or e-mail. A written agreement shall also be deemed to have been concluded if we and our contracting party each make declarations in text form which are identical in content.

§ 5 Prices, Payment, Discount

(1) The agreed price includes all services and ancillary services of the contractual partner, in particular for proper packaging and free delivery (including any transport and liability insurance). We are only obliged to return the packaging on the basis of a special agreement.

(2) The contractual partner undertakes to state the order number stated in our order or order letter on all invoices. If this is missing, we shall not be responsible for any delays in processing and payment resulting therefrom.

(3) The agreed price is due for payment within 60 calendar days of complete delivery and performance and receipt of a proper invoice. If we make payment within 14 calendar days, the contractual partner shall grant us a 3% 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 our transfer order is received by our bank before expiry of the payment deadline; we shall not be responsible

for any delays caused by the banks involved in the payment process.

(4) We do not owe any interest on arrears within the meaning of § 353 of the German Commercial Code (HGB); the statutory interest on arrears remains unaffected. The statutory provisions shall apply to default in payment.

§ 6 Offsetting, right of retention

We shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent provided by law. In particular, we are entitled to withhold payments due as long as we are still entitled to claims against the Seller arising from incomplete or defective performance.

§ 7 Shipment, Documents, Labelling of Goods

(1) Our contractual partner shall be obliged to state the order number stated in our order or order letter on all shipping documents and delivery notes. If the shipping documents or delivery notes are missing or incomplete, we shall not be responsible for any delays in processing resulting therefrom.

(2) In addition, our contractual partner is obliged to attach a goods tag or a label in accordance with the current VDA label (VDA 4994) with at least the following information to each delivery:

Name/company of the contractual partner, address, supplier number, exact designation of the parts to be delivered, Vorwerk part number, quantity, delivery date, batch number.

(3) Our contractual partner shall be obliged to provide us with a material test certificate in accordance with DIN EN 10204 3.1 upon delivery of the goods.

§ 8 Performance, delivery, transfer of risk and default of acceptance

(1) In any case, the risk of performance and price shall pass to us only upon arrival of the goods and services at our premises or at the place of receipt designated by us.

(2) Without our prior written consent, the contractual partner is not entitled to have the performance owed by him rendered by third parties (e.g. subcontractors). The contractual partner shall bear the procurement risk for its services unless otherwise agreed in individual cases.

(3) Delivery shall be made "free domicile" within Germany to the place specified in the order. If the place of destination is not specified and nothing else has been agreed, the delivery shall be made to the place of business of the company specified as the ordering party in the contractual documents. The respective place of destination shall also be the place of performance for the delivery and any subsequent performance (obligation to deliver).

(4) The risk of accidental loss and accidental deterioration of the item shall pass to us upon handover at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly in the event of acceptance. If we are in default of acceptance, this shall be deemed equivalent to handover or acceptance.

(5) The statutory provisions shall apply to the occurrence of our default in acceptance. However, the contractual partner must also expressly offer us its performance if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the contractual partner may demand compensation for its additional expenses in accordance with the statutory provisions (§ 304 BGB). If the contract relates to a non-representable item to be manufactured by the contractual partner (individual production), the contractual partner shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.

§ 9 Delivery time, delivery schedules, call-offs and delay in delivery; force majeure

(1) Agreed delivery dates and deadlines are binding. Decisive for their observance is the receipt of the goods at the place of performance. The contractual partner is obliged to inform us immediately in writing if it is likely that it will not be able to comply with agreed delivery times - for whatever reason.

(2) Our delivery schedules and delivery call-offs shall become binding at the latest if our contractual partner does not object to them within 5 working days after receipt.

(3) If a delivery schedule has been agreed for the delivery of products/parts, our contractual partner must keep a stock of finished products/parts for at least two weeks at all times. Irrespective of this, the quantities of finished parts to be delivered to us in accordance with the delivery schedule shall be binding for a period of one month. In addition, the quantities specified in the delivery schedule are binding for two further months for the necessary procurement of input materials by the supplier.

(4) If the contractual partner does not perform or does not perform within the agreed delivery time or if it is in default, our rights - in particular to rescission and damages - shall be determined in accordance with the statutory provisions.

(5) If the delivery is delayed by more than one month as a result of force majeure, we may withdraw from the contract after the fruitless expiry of a further grace period of at least 2 weeks set by us. Force majeure shall be deemed to include, in particular, fire damage, floods, strikes, lawful lock-outs, riots, armed conflicts, terrorism or war (or imminent threat thereof), orders of public authorities, quarantines, the existence of an epidemic (including epidemics and pandemics) as assessed by the World Health Organisation WHO, or other unforeseeable, unavoidable and serious events beyond the reasonable control of the contractual partner.

Claims for damages by the contractual partner, for whatever legal reason, are excluded in the event of a withdrawal due to force majeure.

(7) If the contractual partner is in default, we may - in addition to further statutory claims - demand lump-sum compensation for our default damages in the amount of 1% of the net price per completed calendar week, but in total not more than 5% of the net price of the goods delivered late. We reserve the right to prove that higher damages have been incurred. The contractual partner reserves the

right to prove that no damage at all or only significantly less damage has been incurred.

§ 10 Documents, models, samples, tools

(1) We reserve all property rights and copyrights to illustrations, drawings, calculations, models, templates, test gauges, samples or similar items. Such documents may not be handed over or otherwise made accessible to third parties without our written consent. They are to be used exclusively for production on the basis of the contractual relationship with us. After completion of the contract, they must be returned to us at our request. They must be kept secret from third parties, even after termination of the contract.

(2) Tools provided by us remain our property; our contractual partner is obliged to use them exclusively for the manufacture of the goods ordered by us. Furthermore, he is obliged to clearly mark the tools belonging to us as our property and to insure them to the necessary extent at his own expense against fire, water and theft. Our contractual partner hereby assigns to us all claims for compensation arising from this insurance; we accept the assignment. Our contractual partner is obliged to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work in good time at his own expense. He shall notify us immediately of any malfunctions.

(3) Our contracting party shall oblige its sub-suppliers in accordance with the above clauses 1 and 2.

§ 11 Provisions and retention of title

(1) If we provide parts or materials to our supplier, we shall retain title thereto. Our contractual partner shall clearly mark such parts or materials as our property.

(2) Processing or transformation of such parts or materials by the contractual partner shall be carried out for us; we shall acquire co-ownership of the new item in the ratio of the value of the items provided by us to the other processed items at the time of processing.

(3) Our contractual partner shall keep items to which we have title in safe custody for us. Any processing, mixing or combining (further processing) of items provided by the seller shall be carried out for us. The same shall apply in the event of further processing of the goods supplied by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.

(4) The transfer of ownership of the goods to us shall be unconditional and without regard to the payment of the price. If, however, in individual cases we accept an offer of the contractual partner for transfer of ownership conditional on payment of the purchase price, the contractual partner's retention of title shall expire at the latest upon payment of the purchase price for the goods delivered. We 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. All other forms of retention of title by the contractual partner, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing are excluded.

§ 12 Quality Assurance, Quality of Goods, Obligations to Inspect and Give Notice of Defects, Liability for Defects and Statute of Limitations

(1) If our quality management guidelines apply between us and our contractual partner and if they contain additional requirements or requirements that go beyond the provisions of these GTCP, these additional or more extensive requirements shall also apply. In the event of contradictions, the provisions of the quality management guidelines shall take precedence.

Deliveries and services of our contractual partner must comply with the respective agreed specifications, furthermore with the respective applicable statutory and trade association provisions, accident prevention and VDE regulations as well as the respective state of the art. Within the scope of the specifications, our drawings shall in any case take precedence over any data records or other information/documents in the event of deviations.

(2) Within the scope of what is reasonable for our contractual partner, we can demand changes to the design and execution of the delivery items, whereby the effects, in particular with regard to additional or reduced costs as well as delivery dates and deadlines, are to be determined appropriately in accordance with §§ 315, 316 BGB.

(3) The statutory provisions shall apply to our rights in the event of material defects and defects of title of the goods (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 contractual partner, unless otherwise stipulated below.

(4) Notwithstanding § 442 (1) sentence 2 BGB, we shall also be entitled to unrestricted claims for defects if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.

(5) The statutory provisions (§§ 377, 381 HGB) shall apply to the commercial duty of inspection and notification of defects, subject to the following proviso:

Our duty to examine shall be limited to defects which become apparent during our incoming goods inspection by means of external examination including the delivery documents as well as during our quality control by means of random sampling. Our obligation to give notice of defects discovered later by us as well as excess or short performance shall remain unaffected. In all cases, our complaint (notice of defect) shall be deemed to have been made without delay and in good time if it is sent within 5 working days of delivery/service or knowledge thereof.

(6) Subsequent performance shall also include the removal of the defective goods and their re-installation if the goods were installed in another item in accordance with their intended purpose. The costs incurred by the contractual partner for the purpose of inspection and subsequent performance (including any removal and installation costs) shall be borne by the contractual partner even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, however, we shall only be liable if we recognised or were grossly negligent in not recognising that there was no defect.

(7) If the contractual partner does not fulfil its obligation to subsequent performance - at our discretion by remedying the defect (subsequent improvement) or by delivery of a defect-free item (replacement delivery) - within a reasonable period of time set by us, we may remedy the defect

ourselves and demand compensation from the contractual partner for the expenses required for this or a corresponding advance payment. If the subsequent performance by the contractual partner has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the contractual partner of such circumstances without delay, if possible in advance.

(8) Furthermore, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, we shall be entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.

(9) The limitation period for claims based on defects (warranty claims) against our contractual partner is 36 months, calculated from the time of the transfer of risk. If a longer period is provided for by law, this longer period shall apply. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation period shall apply mutatis mutandis to claims arising from defects of title, whereby the statutory limitation period for claims in rem of third parties for surrender of goods (§ 438 (1) No. 1 BGB) shall remain unaffected; in addition, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right against us - in particular in the absence of a limitation period. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply for this, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

§ 13 Supplier recourse and assignment of claims against third parties

(1) We shall be entitled to our legally determined rights of recourse within a supply chain (supplier recourse pursuant to §§ 478, 479 BGB) without restriction in addition to the claims for defects. In particular, we are entitled to demand from the contractual partner exactly the type of subsequent performance (repair or replacement delivery) that we owe our customer in the individual case. Our statutory right of choice (§ 439 (1) BGB) shall not be restricted hereby.

(2) Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant to §§ 478 paragraph 2, 439 paragraph 2 BGB), we shall notify the contractual partner and request a written statement, briefly explaining the facts of the case. If the statement is not made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer; in this case, the contractual partner shall be obliged to prove the contrary.

(3) Our claims from supplier recourse shall also apply if the goods have been further processed by us or by one of our customers, e.g. by incorporation into another product, prior to their sale to a consumer.

(4) Our contractual partner hereby assigns to us its claims for performance and its claims based on defects (warranty claims) to which it is entitled against third parties, suppliers or subcontractors in connection with the manufacture, delivery or performance. This assignment shall neither exclude nor limit our contractual partner's own obligations and liability. However, we shall be obliged to reassign the corresponding claims to our contractual partner if and to the extent that our contractual partner fulfils the obligations towards us itself. At the request of our contractual partner, we shall be obliged at any time to make the necessary or reasonable declarations to third parties, suppliers or subcontractors of our contractual partner for the assertion or protection of the assigned claims or to perform any necessary or reasonable acts of cooperation.

§ 14 Product liability, liability insurance

(1) Our contractual partner shall indemnify us against all claims for damages asserted against us by third parties on the basis of the provisions on tortious acts, on product liability or by virtue of other provisions due to defects or deficiencies in the goods manufactured or delivered by us or our contractual partner, insofar as such claims would also be justified against our contractual partner or are merely no longer justified due to the statute of limitations having occurred in the meantime. Under these conditions, our contractual partner shall also indemnify us against the costs of legal disputes brought against us on account of such claims. Insofar as the claims asserted against us are also justified or are no longer justified merely because the statute of limitations has expired in the meantime, we shall have a pro rata claim for indemnification against our contractual partner, the scope and amount of which shall be governed by § 254 BGB. Our claims for indemnification, reimbursement of expenses and damages pursuant to §§ 437 No. 3, 478, 634 No. 4 BGB shall remain unaffected by the above provisions.

(2) Within the scope of his liability for damages pursuant to the above clause 1, our contractual partner shall also be obliged to reimburse any expenses incurred by us for the purpose of preventing, averting, minimising or remedying damages, in particular also such expenses as arise from or in connection with a recall campaign. We shall inform the supplier about the content and scope of a recall measure to be carried out - insofar as this is possible and reasonable - and give him the opportunity to comment. Other statutory claims shall remain unaffected.

(3) Our contractual partner shall maintain product liability insurance adequate for its deliveries to us. However, the sum insured must amount to at least EUR 6 million per personal injury/property damage as a lump sum. Insofar as the delivery item relates to a use or installation in motor vehicles, our contractual partner must also maintain a motor vehicle recall costs insurance policy adequate for its deliveries to us. Other statutory claims shall remain unaffected.

§ 15 Industrial property rights and secrecy

(1) Our contractual partner guarantees that the goods delivered by him do not infringe any third party rights, in particular patents, utility models, other industrial property rights and copyrights. He shall indemnify us against claims of third parties arising from any infringement of such rights. Furthermore, he shall bear all costs incurred by us as a result of third parties asserting the infringement of such rights and us defending ourselves against this. If we have contributed to the infringement of such rights, we shall have a pro rata claim for indemnification against our contractual partner, the scope and amount of which shall be determined in accordance with § 254 BGB.

(2) We and our contractual partner mutually undertake to treat all commercial and technical details, illustrations,

drawings, calculations and other documents, information and data of which we become aware as a result of the cooperation and which are not in the public domain as our own business secrets and to maintain confidentiality in respect thereof vis-à-vis third parties. The obligation to maintain secrecy shall also apply beyond the termination of the respective contractual relationship. For each case of culpable violation of the aforementioned obligations, the contracting parties mutually promise each other a contractual penalty in the amount of EUR 6,000 in each individual case.

§ 16 Place of performance, place of jurisdiction, applicable law

(1) If the contractual partner is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - including international - place of jurisdiction for all disputes arising from the contractual relationship shall be Wuppertal. The same shall apply if the buyer is an entrepreneur within the meaning of § 14 BGB. However, we are also entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these GPC or a prior individual agreement or at the general place of jurisdiction of the contractual partner. Overriding statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.

(2) The business relations between us and our contractual partner shall be governed exclusively by the law applicable in the Federal Republic of Germany to the exclusion of the international law on the sale of goods, in particular the UN Convention on Contracts for the International Sale of Goods and other international agreements for the unification of the law on the sale of goods.