



General Terms and Conditions for Purchasing (GTCP)



A. General Regulations

I. Scope of Application

1. All deliveries, services and offers of our suppliers are exclusively based on these GTCP. Accordingly, these GTCP are an integral part of all contracts, in particular purchase contracts, contracts for work and materials, contracts for work and services and rental contracts, which are concluded between the **naturheld GmbH & Co. KG** (later referred to as "naturheld") and its suppliers.
2. **naturheld** includes all affiliated companies in accordance with §§ 15 ff. AktG (German Stock Corporation Act). The companies belonging to **naturheld** are listed in Appendix 1. Contracts are concluded with effect for and against the respective companies, both by **naturheld's** central purchasing department and by the respective companies directly.
3. These GTCP shall only apply to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB) in accordance with Section 310 (1) sentence 1 of the German Civil Code (BGB).
4. These GTCP - in the version last communicated to the supplier in text form or published on the **naturheld** website - also apply to similar future contracts without the **naturheld** having to refer to them again separately. The current version of the purchasing conditions is available at <https://naturheld.global/impressum>.
5. These GTCP apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the supplier shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This requirement of consent shall also apply if we have unconditionally commissioned the Supplier's deliveries or accept such deliveries in the knowledge of the Supplier's General Terms and Conditions of Business.
6. Individual agreements made with the Supplier in individual cases (including collateral agreements, supplements and amendments) shall take precedence over these Terms and Conditions of Purchase, but GTCP will complement the individual agreements where there is no conflict between the provisions of these documents. However, a written contract or the written confirmation of the **naturheld** is decisive for the content of such agreements.

II. Supply chain Compliance

1. The **naturheld** Supplier Code of Conduct, which can be downloaded from <https://naturheld.global/> or sent free of charge by the **naturheld** upon request, is an integral part of the contract. The supplier undertakes to comply with the specifications of the supplier code of conduct. Furthermore, the supplier is obligated to comply with all applicable human rights and environmental prohibitions in accordance with § 2 Para. 2 and Para. 3 of the the Act on Corporate Due Diligence Obligations in Supply Chains (LkSG), hereinafter together with the Supplier Code of Conduct.
2. It is mandatory for the supplier to oblige its own suppliers to comply with the human rights requirements and to monitor the implementation of and compliance with these requirements to an appropriate extent. In this respect, the supplier is also entitled to apply its own supplier code of conduct to its suppliers, insofar as this covers the human rights requirements.

3. At the request of the **naturheld**, the supplier will provide the **naturheld** with the information necessary to determine any human rights or environmental risks („risks“) in the business relationship with the supplier. The supplier is obligated to inform the **naturheld** immediately about identified risks or violations of human rights requirements in the company's own business area as well as in the area of its suppliers. The supplier must provide proof of this in a suitable form upon request by the **naturheld**.

4. Insofar as the **naturheld** offers training courses on compliance in the supply chain according to the LkSG, the supplier is obligated to participate in these training courses upon request of the **naturheld**, unless he can prove that he already conducts adequate training courses in his own company on compliance with human rights requirements.

5. The **naturheld** is entitled to check compliance with the human rights requirements by means of an audit on a regular basis with a notice period of 2 weeks and, in case of suspicion of a violation of the human rights requirements, without notice.

The audit can be carried out by the **naturheld** or experts commissioned by the **naturheld**, who are obligated by the **naturheld** to maintain secrecy, insofar as they are not already obligated to maintain secrecy by virtue of their profession, during normal business hours in compliance with the applicable data protection laws. The auditors shall be granted access to the Supplier's premises and to the documents required for the audit. Access to the Supplier's business secrets or confidential documents of third parties towards whom the Supplier is obliged to maintain secrecy need not be granted. The Supplier shall substantiate the aforementioned exception to the auditors.

6. The right to audit according to point II.5 above is limited to cases of suspicion if the supplier is certified according to a certification system recognized for the LkSG and sends the certificate to the **naturheld** upon conclusion of the contract or after each renewal without being asked.

7. If the supplier and / or the **naturheld** determine violations or imminent violations of human rights requirements in the supplier's own company or at its suppliers, the supplier must immediately take appropriate remedial measures to prevent or end such violations or to minimize the extent. The supplier is obligated to terminate the business relationship with its supplier if there is a serious violation of human rights, the implementation of the measures developed in the concept does not result in a remedy after the expiry of the time specified in the concept and the supplier has no other milder means available.

8. Immediately after becoming aware of a violation of human rights provisions by his company or his supplier, the supplier shall submit a concept of suitable remedial measures to remedy the violation to the **naturheld** and to also implement this.

9. Insofar as the supplier culpably violates one of the above obligations according to clauses II.1 to II.8, he indemnifies the **naturheld** from all claims of third parties as well as from official fines and the costs for ordered measures and / or court costs and other liabilities insofar and to the extent that these are asserted against the **naturheld** due to such a violation of obligations.

The aforementioned regulations of clauses II.1 to II.8 and the supplier code do not represent third party protective regulations and exclusively obligate the supplier and exclusively entitle the **naturheld**.

III. Conclusion of Contract

1. Our inquiry/order/contract shall only become binding upon written confirmation (order confirmation) from the supplier. The order confirmation contains our order number and - if available - the reference to a previous offer of the supplier.
2. The Supplier shall notify us of any obvious errors (such as typing and calculation errors) and incompleteness of the order, including further order documents, for the purpose of correction or completion prior to acceptance.
3. Offers or similar are always provided by the supplier free of charge, unless otherwise agreed in writing.
4. The Supplier shall confirm our order in writing within 5 days of receipt of the order confirmation or shall execute it without reservation, in particular by dispatching the goods or rendering the service (acceptance). A delayed acceptance shall be deemed to be a new offer and shall again require a declaration of acceptance on our part.

IV. Delivery time and delay in delivery

1. The delivery time (delivery date or period) stated by us is binding for the supplier. Delivery periods shall run from the date the order is placed (date of written order confirmation).
2. If the delivery time is not specified in the order and has not been agreed otherwise, a delivery period of 4 weeks shall apply.
3. The supplier is obligated to inform the **naturheld** immediately in writing if circumstances occur or become apparent according to which the delivery time cannot be met.
4. If the day on which the delivery must take place at the latest can be determined by calendar on the basis of the contract or these GTCP, the supplier is in default with the expiration of this day without a reminder from the **naturheld** being required.
5. If the supplier does not perform, does not perform as owed or does not perform on time, our rights, in particular to withdrawal and compensation, are determined according to the legal regulations. The provisions of A. IV. 6. shall remain unaffected.
6. If the supplier is in default, the **naturheld** can, in addition to further legal claims, demand a fixed compensation for its damage caused by default in the amount of 0.3% of the net price per working day, but in total not more than 5% of the net price of the service not provided on time.
The **naturheld** reserves the right to prove that a higher damage has occurred.

The supplier reserves the right to prove that no damage or only a lesser amount of damage has been incurred.

The lumpsum damage caused by delay will be offset against any further claims for damages.

V. Performance, Delivery, Place of Performance, Transfer of Risk, Default of Acceptance

1. The Supplier shall not be entitled - without our prior written consent - to have the performance owed by it rendered by third parties (e.g. subcontractors).
2. If the service consists of several parts/orders, a uniform contract is always to be assumed.
3. The **naturheld** is not obligated to accept partial services.
4. the supplier bears the procurement risk for his performance unless otherwise agreed in individual cases (e.g. limitation to stock).
5. Unless otherwise agreed in individual cases, deliveries shall be made „free domicile“ (DDP destination according to INCOTERMS 2020). The place of destination for the delivery shall be the place specified in the order. If the place of destination is not specified there, the delivery shall be made to our head office „Parksteiner Weg 20, 92655 Grafenwöhr, Germany“. The respective place of destination is also the place of performance for the delivery and any subsequent performance.
6. The supplier must enclose a delivery bill with the delivery, stating the date (issue and dispatch), the contents of the delivery (including quantity) and the order number. If the delivery bill is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment.
7. The risk of accidental loss and accidental deterioration of an item shall pass to us upon handover at the place of performance (after unloading). 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.
8. If the delivery is made to a **naturheld** premises, the regulations applicable there must be observed, in particular the maximum permissible speed as well as the smoking ban and the ban on photography and filming. The supplier must register at the reception before driving onto the premises; outside of his vehicle, the obligation to wear a highvisibility vest exists without exception.
9. If the destination for the delivery is not adhered to and the **naturheld** incurs additional expenses for the acceptance of the delivery or transport of the delivery to the actual destination, the **naturheld** is entitled to make a lumpsum deduction of 100.00 Euros from the respective gross invoice amount of the supplier. The **naturheld** reserves the right to prove that a higher damage has occurred. The supplier reserves the right to prove that no damage or only a lesser amount of damage has been incurred.
10. The legal regulations apply to the occurrence of our default of acceptance. However, the Seller must expressly offer us his performance even if a specific or determinable deadline has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the Seller 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 Seller (individual production), the Supplier shall only be entitled to further rights if we have expressly undertaken to cooperate and are responsible for the failure to cooperate.

VI. Force Majeure

1. „Force Majeure“ means the occurrence of an event or circumstance which prevents a party from performing a contractual obligation if and to the extent that the party affected by the hindrance („the affected party“) proves (a) that such hindrance is beyond its reasonable control and (b) that the effects of the hindrance could not reasonably have been avoided or overcome by the affected party. An impediment within the meaning of lit. (a) shall be deemed to include, but not be limited to, wars, civil wars, insurrections, acts of terrorism, piracy, currency and trade restrictions, embargoes, sanctions, governmental measures and orders, expropriation, epidemic, pandemic, natural disasters, fire, unless the non-affected party proves otherwise.
2. If a party fails to perform its contractual obligation due to the default of a third party to whom it has entrusted the performance of the whole or part of the contract (including sub-suppliers), the party may invoke force majeure only to the extent that the conditions set forth in Clause VI.1. apply to both the party to the contract and the third party.
3. Insofar as Clause VI. 1. or VI. 2. is fulfilled, the party concerned shall be released from the contractual obligation and from any liability for its breach from the time when the impediment causes the inability to perform and to the extent that the impediment prevents performance, provided that it immediately notifies the other party thereof. If the notification is not made immediately, the exemption shall only take effect from the time when the notification is received by the other party. The other party may suspend the performance of its obligations, if any, as of the date of the from the date of the notice.
4. If the effect of the alleged impediment or event is temporary, Clause VI. 3. shall apply only as long as the obstacle asserted prevents the performance of the contractual obligation by the party concerned. The affected party must notify the other party as soon as the obstacle in question no longer exists.
5. The affected party is obliged to remedy the force majeure as far as possible and to limit its effects as far as possible.
6. Regardless of this, the **naturheld** is entitled to withdraw from the contract in whole or in part if the force majeure lasts for more than 4 weeks since the agreed delivery date.

VII. prices and terms of payment

1. The price stated in the order confirmation is binding. All prices shall be inclusive of statutory value-added tax, if and to the extent that such tax is not separately stated.
2. Unless otherwise agreed in writing, the price shall also include ancillary services (e.g. assembly, installation) and ancillary costs (e.g. delivery, transport, packaging, insurance).
3. The price is due for payment within 30 calendar days after complete delivery and performance as well as receipt of a proper invoice. If the **naturheld** makes payments within 14 calendar days, the supplier grants - subject to a higher discount agreement made with the supplier in individual cases - at least a 3% discount on the gross final invoice amount. If the payments are made within 21 calendar days, the Supplier shall grant at least 2% discount on the gross final invoice amount.

4. The receipt of our transfer order by our bank shall be sufficient for the timeliness of the payments owed by us; we shall not be responsible for delays caused by third parties involved in the payment process.

5. All order confirmations, delivery documents and invoices shall state our order number, the article number, the delivery quantity and the delivery address. If one or more of these details are missing and this delays our processing in the normal course of business, our payment deadlines shall be extended by the period of the delay.

6. We do not owe interest on arrears. The statutory provisions shall apply to any delay in payment.

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

8. The supplier shall have a right of setoff or retention only in the case of counterclaims which have been established by declaratory judgment or are undisputed.

9. The supplier shall be obliged to notify **naturheld** immediately of any deterioration in his creditworthiness.

10. If the **naturheld** makes advance payments, the supplier shall issue an advance payment guarantee of a German credit institution (or comparable) in return.

VIII. Quality

1. The Contractor shall ensure that the supplies and services comply with the state of the art and - where relevant - with the generally recognized state of the art in safety technology, occupational medicine and hygiene, are performed by qualified personnel and are in compliance with all relevant statutory provisions at the place of destination, regulations and DIN standards. If machines, devices or plants are the subject of the delivery, they must comply with the requirements of the special safety regulations for machines, devices and plants in force at the time of performance of the contract and must have a CE mark.

2. The Supplier warrants that the goods comply with the specifications in our orders (including any drawings).

3. If the products supplied by the supplier to **naturheld** are construction products within the meaning of Regulation (EU) No. 305/2011 („BauPVO“), the supplier shall be obliged to provide all information required for the preparation of the declaration of performance or to provide the information required for the preparation of the declaration of performance. The supplier is obliged to provide the **naturheld** immediately and in a suitable permanent form with all information required for the preparation of the declaration of performance or the declarations of performance prepared by the supplier and to affix the CE marking to these products or have it affixed in accordance with the applicable legal provisions, in particular the BauPVO as well as Art. 30 of Regulation (EC) No. 765/2008. By affixing the CE marking, the Supplier guarantees the conformity of the construction product with the performance declared by it as well as compliance with all legal provisions applicable in connection with the affixing of the CE marking.

4. The Supplier shall maintain a quality management system which includes, in particular, the maintenance of the current quality standards, regular quality inspections and an outgoing goods inspection. The supplier shall keep records thereof and hand them over to us upon request.

IX. Protection of property and secrecy

1. We reserve the property rights and copyrights to any illustrations, plans, drawings, calculations, instructions for execution, product descriptions and other documents provided. Such documents are to be used exclusively for the contractual performance and are to be returned to us after fulfillment or to be deleted/destroyed as agreed. The same applies to data stored digitally or in any other form. Transfer to third parties is not permitted in any case. The documents must be kept secret from third parties, even after termination of the contract. The obligation to maintain secrecy shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known. In all other respects, any confidentiality agreement concluded shall apply. The Supplier hereby irrevocably commits itself to maintain absolute secrecy with regard to all trade and business secrets made accessible to them by **naturheld** or which have become known to them and not to make them accessible to third parties in any way whatsoever without the prior explicit written consent of the Buyer.

2. The above provision shall apply mutatis mutandis to substances and materials (e.g. software, finished and semifinished products) as well as to tools, templates, samples and other items which we provide to the Supplier for the performance of services. The Supplier shall identify such items as our property, take care of them, insure them to a reasonable extent against damage of any kind (e.g. loss, destruction) at its own expense and use them only for the purposes of the respective contract.

3. If copyrights or other intellectual property rights arise in the course of performance, the Supplier shall transfer a transferable, sublicensable, free-of-charge right of use and exploitation without limitation as to time, place or content.

4. Reservations of title by the supplier shall only apply insofar as they relate to our payment obligation for the respective products to which the supplier reserves title – in particular, extended or prolonged reservations of title are not permitted.

X. Deficient performance

1. The statutory provisions shall apply to our rights in the event of material defects and defects of title of the subject matter of the contract (including wrong delivery and short delivery of items 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.

2. In accordance with the statutory provisions, the Supplier shall be liable in particular for ensuring that the subject matter of the contract has the agreed quality at the time of transfer of risk. The descriptions of the subject matter of the contract, in particular product descriptions, which result from documents, other information or references (e.g. samples, specimens, illustrations, drawings, weights or dimensions, offers, product data sheets, standards) provided in or in connection with the order or which are otherwise the subject matter of the respective contract shall in any case be deemed to be an agreement on the quality.

It makes no difference whether the product description originates from the **naturheld** itself, the supplier or a manufacturer.

3. We are not obligated to examine the subject matter of the contract or to make special inquiries about possible defects upon conclusion of the contract. Partially deviating from §§ 442 Para. 1 S. 2, 536 b BGB (German Civil Code), we are therefore also entitled to claims for defects without restriction if the defect remained unknown to us upon conclusion of the contract due to gross negligence.

4. The statutory provisions (§§ 377, 381 HGB) shall apply to the commercial duty to inspect and give notice of defects with the following proviso: Our duty to inspect shall be limited to defects which become apparent during our incoming goods inspection under external examination including the delivery documents (e.g. transport damage, wrong and short delivery) or which are recognizable during our quality control in the random sampling procedure. If 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. Our obligation to give notice of defects discovered later shall remain unaffected. Notwithstanding our obligation to examine, our complaint (notice of defect) shall be deemed to be prompt and timely if it is sent within 10 working days of discovery or, in the case of obvious defects, of delivery.

5. The supplier must respond to each complaint with a meaningful 8D report within 10 working days. If necessary, this period can be shortened. Interim reports must be provided upon request. The **naturheld** must be notified in writing in advance of any missed deadlines. The supplier must carefully examine the rejected products (defect / cause analysis). He must immediately summarize the results and planned corrective measures including the schedule for their implementation in an 8D report and forward it to the **naturheld**. A comparable document of the supplier with the same content is also possible. The effective implementation of the corrective measures must be proven to the **naturheld**. The **naturheld** reserves the right to carry out an audit at any time in the case of problems caused by the supplier and unacceptable reaction time of the supplier and to pass on the resulting costs to the supplier.

6. Subsequent performance in the case of purchase contracts or contracts for work and services also includes the removal of the defective goods and the reinstallation, insofar as the goods were installed in another item or attached to another item in accordance with their type and purpose of use; our legal claim to compensation for corresponding expenses remains unaffected. The supplier also bears the expenses necessary for the purpose of inspection and supplementary performance if it turns out that there was actually no defect, but the **naturheld** was entitled to assume the existence of a defect based on objective circumstances. In the case of an unjustified defect removal request, the **naturheld** is only liable if it was recognized or grossly negligently not recognized that there was actually no defect.

7. Without prejudice to our statutory rights and the provisions of A. IX. 5. The following applies: If the supplier does not fulfill his obligation for subsequent fulfillment – at our choice by eliminating the defect (subsequent improvement) or by delivery of a defect-free item (replacement delivery) – within a reasonable period of time set by the **naturheld**, we can eliminate the defect ourselves and demand compensation from the supplier for the expenses required for this or a corresponding advance payment. If the supplementary performance by the supplier fails or is unreasonable for us (e.g. due to special urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline must be set; we will inform the supplier of such circumstances immediately, if possible in advance.

8. In addition, the **naturheld** is entitled to compensation for damages and expenses according to the legal regulations. The claim for damages also includes the reimbursement of consequential damages and financial losses suffered by the client as a result of a defective delivery, unless the contractor acted without fault.

XI. Statute of Limitations

1. The mutual claims of the contracting parties shall become statutebarred in accordance with the statutory provisions, unless otherwise stipulated below.

2. In deviation from § 438 para. 1 no. 3 BGB (German Civil Code), the general limitation period for claims for defects shall be 3 years from the passing of risk. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance.

The 3-year limitation period shall also apply mutatis mutandis to claims arising from defects of title, whereby the statutory limitation period for claims in rem for surrender by third parties (Section 438 (1) No. 1 BGB) shall remain unaffected; in addition, claims arising from defects of title shall in no case become timebarred as long as the third party can still assert the right against us - in particular in the absence of a limitation period.

The limitation periods of the law on sales including the above extension shall apply – to the extent provided by law – to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory period of limitation shall apply (§§ 195, 199 BGB), unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

XII. Supplier recourse

1. We shall be entitled to our statutory rights of recourse within a supply chain (supplier recourse pursuant to §§ 445a, 445b, 478 BGB) without limitation in addition to the claims for defects. In particular, we shall be entitled to demand from the supplier exactly the type of subsequent performance (rectification of defects or replacement delivery) that we owe to our customer in the individual case. Our statutory right of choice (§ 439 para. 1 BGB) shall not be restricted hereby.

2. Before we acknowledge or fulfill a claim for defects asserted by our customer (including reimbursement of expenses pursuant to Sections 445a (1), 439 (2) and (3) of the German Civil Code), we shall notify the supplier and request a written statement, briefly setting out the facts of the case.

3. If a substantiated 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 supplier shall be responsible for providing evidence to the contrary.

4. Our claims from supplier recourse shall also apply if the defective goods have been further processed by us or another contractor, e.g. by incorporation into another product.

XIII. Producer's liability, indemnification in the event of infringement of property rights and obligation to insure

1. The supplier must inform the **naturheld** of all risks which emanate from his product in the event of improper use.
2. If the supplier is responsible for a product damage, he must indemnify the **naturheld** from claims of third parties insofar as the cause lies within his sphere of control and organization and he himself is liable in the external relationship.
3. Within the scope of his obligation to indemnify, the supplier must reimburse expenses in accordance with §§ 683, 670 of the German Civil Code (BGB), which result from or in connection with a claim by third parties, including recall actions carried out by us. We 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 remain unaffected.
4. The supplier must indemnify the **naturheld** from all claims asserted by third parties against the **naturheld** due to the infringement of its trademark, patent or other industrial property rights as a result of the supplier's performance.
5. The supplier is obligated to take out and maintain insurance policies for product liability, business liability and professional liability with appropriate minimum amounts of coverage, unless this is not possible due to the nature of the goods or the services provided. Upon request, the supplier will provide the **naturheld** with evidence of the conclusion of the insurance policy by means of suitable documents, which must also show the amount of the insured sum per claim/annual maximum benefit, separated according to personal injury and property damage. Subject to other regulations in individual cases, the business liability must amount to at least 5 million euros per claim and be available twice a year at least until the respective expiry of the limitation period for defects. If the **naturheld** is entitled to further claims for damages, these remain unaffected.

XIV. Assignment

The supplier is not entitled to assign his claims from the respective contractual relationship to third parties. This does not apply insofar as monetary claims are involved and the **naturheld** has previously given its legally effective consent to the assignment in text form.

XV. Compliance with Law and Statute

1. In connection with the contractual relationship, the Supplier shall comply with the relevant legal provisions applicable to it. This applies in particular to anticorruption and money laundering laws as well as anti-trust, labor and environmental protection regulations.
2. The Supplier warrants compliance with the applicable minimum wage and social security regulations. He shall provide evidence of this immediately upon request. In the event of violations, the supplier must indemnify the **naturheld** from all resulting damages. In all other cases, the respective corresponding declarations apply in the individual case.

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3. The supplier undertakes to comply with the Code of Conduct for Suppliers of the **naturheld** (available at <https://naturheld.global/>)
 4. In the event of serious or repeated violations of the Code of Conduct for Suppliers, the **naturheld** reserves the right to extraordinary termination or withdrawal from the contract.
 5. The supplier shall make reasonable efforts to ensure compliance with the provisions of A. XIV. Which are incumbent upon the supplier by its sub-suppliers.

XVI. Choice of Law, Place of Jurisdiction

1. The law of the Federal Republic of Germany shall apply to these GTCP and the contractual relationship between us and the Supplier, to the exclusion of the Convention on Contracts for the International Sale of Goods (UN Sales Convention).
2. If the supplier is a merchant within the meaning of the German Commercial Code, the exclusive – including international – place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office in Plößberg.
3. In addition, we shall be entitled in all cases to bring an action at the place of performance of the delivery obligation pursuant to these GTCP or a prior individual agreement or at the general place of jurisdiction of the Seller. Prior statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.

B. Special Provisions for Contracts for Work and Services

If the Supplier is obliged to perform work, in particular the manufacture of an item, repairs, installations or the performance of other work („Work“), the following provisions shall apply in addition to and take precedence over the General Provisions of these GTCP set out in A. above.

I. General provisions for contracts for work and services

The supplier undertakes to perform the work services in accordance with all relevant legal provisions, regulations and DIN standards. In doing so, the existing markings and certifications shall not lose their validity, in particular due to the work services to be performed.

II. Payment, invoicing and remuneration

1. Payments are only due after acceptance - subject to partial payments agreed in individual cases. In the case of agreed invoicing according to measurement/hourly wage work, the performance records must be submitted at least weekly in an auditable form and signed off by an employee of the **naturheld** authorized for this purpose.

In these cases, the supplier must compare the individual performance records with the work performed in each case and document them in a verifiable manner.

2. Small materials, work materials, auxiliary construction materials and operating materials are already included in the agreed unit or lump sum price unless explicitly agreed otherwise.

III. Acceptance and Statute of Limitations for Claims for Defects

1. Formal acceptance shall always take place; an acceptance protocol to be signed by both parties shall be drawn up. A fictitious acceptance or conclusive acceptance is excluded.

The supplier must provide the owed documentation or make the documentation/data sheets available in full in good time before the acceptance; in doing so, all proofs of compliance with the relevant standards and legal regulations must also be provided; otherwise the **naturheld** is entitled to refuse the acceptance until they are presented. Insofar as an acceptance by the TÜV (Technical Inspection Agency) or government agencies is to be carried out as a matter of principle or due to official requirements in individual cases or due to contractual agreements, the supplier must participate in such acceptances, whereby the participation represents a secondary service to be provided by the supplier free of charge.

2. Self-contained parts of the Contractor's services shall only be accepted if they can no longer be inspected as a result of the further performance of the service.

3. Insofar as systems, machines and/or electrotechnical equipment are the subject of the contract, a testing period of 4 weeks after notification of completion and commissioning is agreed. Until the expiration of this period, the **naturheld** is entitled to retain 10 % of the gross final invoice amount. The supplier has the right to redeem this retention at any time by providing an unlimited, unconditional and directly enforceable guarantee of a credit institution or credit insurer authorized to do business in the Federal Republic of Germany.

4. The limitation of claims for defects shall always and without limitation be governed by the statutory provisions, also with regard to the statute of limitations. However, the period of limitation shall be 3 years in derogation of § 634 a para. 1 no. 1 BGB.

5. Unless otherwise agreed, the **naturheld** is entitled to retain a warranty security in the amount of 5 % of the gross final invoice total. The supplier has the right to redeem this retention at any time by providing an unlimited, unconditional and directly enforceable guarantee of a credit institution or credit insurer authorized to do business in the Federal Republic of Germany. The **naturheld** will return an unused security after the expiration of the agreed limitation periods for defect claims as soon as the supplier requests it to do so. However, insofar as claims asserted by the **naturheld** have not yet been fully fulfilled at this time, we may retain a corresponding part of the security.

IV. Termination

Termination is possible at any time before completion of the work without good cause. In this case, the supplier shall only be entitled to payment for the parts of the work already completed. The possibility of extraordinary termination remains unaffected.

V. Duty of care - work on company property of the naturheld

1. The supplier assumes the duty to ensure safety for the work to be carried out by him.
2. He carries out the work in compliance with the safety regulations applicable at the respective location as well as the work and environmental protection in such a way that no employees of the **naturheld** or third parties are endangered and no environmental damage occurs. The company regulations for external companies must be observed in all cases. Typically required authorizations/registrations (e.g. welding permits, driving orders, etc.) must be procured by the supplier on his own responsibility via the contact partner known to him.
3. The supplier is aware that there is a significantly increased risk of fire on the factory premises due to the processing of wood and that it is therefore essential to observe the company regulations/instructions for any work involving a fire hazard. The supplier assures to pass on the above obligations to any subcontractor used by him on his own responsibility, provided that the **naturheld** has given its prior written consent to the use of such a subcontractor.
4. The maximum permissible speed when driving on the company premises must always be observed. The supplier must always obtain any traffic regulations required for the performance of its services at its own expense and in good time.
5. Hazardous materials according to the hazardous materials ordinance may only be brought onto the premises of the **naturheld** with prior written consent. This also applies if this is technically absolutely necessary for the execution of the ordered service.
6. If safety, occupational health and safety or environmental protection regulations are violated during the execution of the service, the **naturheld** can order the temporary cessation of the work until the violation has been eliminated; the supplier is responsible for any delays of interim or completion dates caused by this.
In the case of repeated or serious violations, the **naturheld** is entitled to extraordinary termination; if necessary, after prior notice of conduct in compliance with the contract.
7. If work is to be carried out on the premises of the **naturheld**, the supplier must inform himself about the exact location of all types of lines, in particular supply and disposal lines, before submitting an offer; this also applies to third party lines. Upon request, the **naturheld** must provide corresponding information. In the absence of further agreement in individual cases, all measures (e.g. also hand shafts instead of excavation work) which are necessary for a professional protection are included in the agreed lump sum prices. The regulations on the disturbance of the basis of the contract remain unaffected.

C. Special Provisions for Rental Agreements

The following provisions supplement the General Provisions of these GTCP listed under A. in the case of the rental of movable items (e.g. construction machinery, hoists, etc.) and take precedence over them:

I. Rental period, handover and return

1. The rental period shall commence at the earliest after arrival of the rental object and completion of proper instruction. If this takes place after 12 noon, the rental period shall commence on the following day at the earliest, provided that the rental period is at least one week.
2. Handover and return of the rental object must take place on time at the agreed place of use, in the absence of an agreement at the company headquarters of the lessee. The agreed dates are fixed dates. The transport to and from the place of use shall be at the expense and risk of the Lessor. The risk shall not pass until the instruction/training has been completed.
3. The condition of a rental object upon handover shall be documented by a joint record. Declarations in the General Terms and Conditions of the Lessor regarding the absence of defects or completeness (instructions for use, instructions, notes, etc.) shall not apply.
4. Cleaning of the rental object before return does not have to take place.
5. If a contract is concluded for a certain period of time, an ordinary termination is possible during its term with a period of notice appropriate to the respective circumstances even if the ordinary termination is excluded in the general terms and conditions of the contractual partner.

II. Rent

1. Unless otherwise agreed in the individual case, the agreed rent shall also include all care, maintenance and other upkeep expenses for the intended use of the rental object. Also included are the provision of instructions, qualified instruction or, if necessary, training at the place of use.
2. Public holidays, Sundays and Saturdays are free of charge, provided that the rent is calculated on the basis of calendar days and provided that the equipment is not actually used. In the case of weekly or other calculation, a corresponding reduction shall be made if a non-working holiday falls on a working day.

III. Insurances

Unless otherwise agreed, the lessor must maintain the following insurances during the rental period:

- Liability insurance covering the risks resulting from the intended use of the rental object for third parties (including employees of the **naturheld**).
- Destruction, damage and loss/theft of the rental object, without deductible of the renter, except in case of intent and gross negligence.

IV. Defects of the leased property, maintenance and care, liability of the lessor

1. In the event of defects in the leased property occurring during the term of the contract, the lessor shall remedy the defect without delay upon notification of the defect by the lessee; repairs shall be carried out without delay by the lessor or a third party commissioned by the lessor. Repair times do not count as part of the rental period, unless they are demonstrably due to the fault of the lessee. At the request of the lessee, a replacement leased item suitable for the contractually intended use without restriction shall be provided free of charge for the duration of the repair of the defect, if the leased item is not ready for use free of defects by the end of the day following the notification of the damage at the latest. In such cases, only the units (hours/days) during which a proper rental item was fully available are to be remunerated; the replacement day is accordingly not to be remunerated as a rule in the case of a rental period agreed by the day.
2. Maintenance and care are the responsibility of the lessor; he may instruct the lessee to do so, provided the latter agrees. In any case, the Lessor shall point out any necessary maintenance or care of the leased property and hand over maintenance plans or similar. The Lessor shall be liable for damage resulting from the failure to provide such information, even in the case of slight negligence, provided that the maintenance is not generally known (e.g. checking the oil level of a motor vehicle).
3. The lessor is liable without limitation according to the legal regulations, also for consequential damages.
4. Liability of the lessee for faulty operation requires proper instruction by the lessor. Otherwise, liability is excluded, unless the lessor proves that damage would have occurred with sufficient probability even with proper instruction.

V. Transfer of use to third parties

The Lessee is entitled to sublet or otherwise transfer use to affiliated companies (in accordance with Appendix I) or to a reliable and competent subcontractor/contractor without having to obtain the prior written consent of the Lessor.