

# GENERAL TERMS AND CONDITIONS OF PURCHASE

## of Steelcase Werndl AG, including Those Governing Construction, Repair and Assembly Services, of 08 / 2008

### 1. General

1.1 Unless otherwise explicitly agreed in writing by the parties, the following terms and conditions of purchase, including those relating to construction, repair and assembly services, hereinafter referred to as the 'Conditions of Purchase', apply exclusively to all orders placed by Steelcase Werndl AG (hereinafter referred to as the 'CUS'). The Conditions of Purchase will apply even if the CUS accepts products supplied by the supplier (hereinafter referred to as the 'SUP') and the latter has conflicting terms and conditions of business. Such terms and conditions will under no circumstances become part of the contractual agreement.

1.2 The CUS's Conditions of Purchase also apply to all future transactions with the SUP. No ancillary verbal agreements have been concluded.

1.3 The CUS may, to a reasonable degree, require the SUP to make changes to the design and construction of the supplied product. Arrangements concerning effects on delivery dates and possible extra or reduced costs will be mutually agreed by the parties. Data supplied by the CUS relating to size and weight and also quantities and prices are only binding if laid down in a contract. Documents, tooling and samples sent by the CUS to the SUP in connection with contractual conclusion will remain the property of the CUS. They may not be made available to third parties without the prior written consent of the CUS.

### 2. Contractual conclusion and orders

2.1 Orders placed by the CUS setting no acceptance deadline must be accepted by the SUP within 10 working days. The date of receipt of acceptance by the CUS is authoritative. If the SUP's acceptance differs from the order, a contract will only come into being if the CUS's attention has been expressly drawn to the deviation and the CUS has consented to it in writing.

2.2 Unless otherwise agreed in writing, the current version of the Incoterms will find application.

2.3 Orders, changes to orders and other agreements must be made in writing by the CUS to be effective. Changes to the written requirement must also be made in writing. Automatically generated orders satisfy the written requirement even without a signature.

### 3. Prices and terms of payment

3.1 The agreed prices are fixed prices. Payment will be not be effected until receipt of the ordered goods as per contract and the sending of a valid and verifiable invoice by the SUP.

3.2 Unless otherwise agreed, the price is understood "duty/tax unpaid". The agreed price includes delivery franco domicile, including packing and transport insurance.

3.3 Unless otherwise agreed in writing, the CUS will pay the purchase price within 30 days of delivery and receipt of invoice with 3% discount or within 60 days of receipt of invoice net.

### 4. Delivery periods and delays in delivery

4.1 Delivery must be made on the date laid down in the individual or general agreement or the delivery date agreed in the order. The delivery period agreed in the order is binding in particular.

4.2 The SUP is obliged to inform the CUS in writing and without delay of any circumstances that have arisen or become apparent and make a delay in delivery likely.

4.3 In the event of a delay in delivery, the CUS is entitled to have recourse to all legal remedies without limitation, including the right to withdraw from the contract and to claim damages in lieu of specific performance, after a suitable extension period has elapsed without effect.

### 5. Transfer of risk and shipment

5.1 Unless otherwise provided for in individual or general agreements, risk will not pass to the CUS until receipt of the goods.

5.2 Unless otherwise requested by the CUS, the goods will be delivered in accordance with the Packaging Guidelines of the CUS.

5.3 The SUP is obliged to quote the contract number, order number, quantity supplied, quantity ordered and article number on the consignment and/or delivery note.

### 6. Quality assurance, duty of inspection and warranty for defects

6.1 The SUP must maintain a Quality Assurance System as per or based on the relevant valid version of DIN EN ISO 9000 et seq.

The CUS may require the SUP to carry out quality assurance measures going beyond the above. The quality assurance conditions of the CUS will then apply.

6.2 The SUP guarantees that the execution of individual or partial deliveries will not give rise to any breaches of the law, in particular with respect to compliance with laws, regulations or other legal provisions.

6.3 The SUP guarantees that it has full title to all objects underlying the deliveries and that there are no conflicting rights of third parties (e.g. liens, other creditor positions arising from assignment of receivables or collateral securities, sale of receivables, hire purchase, conditional sale etc.).

6.4 The Customer will inspect the products within a reasonable period to ascertain whether they match the quantity and type ordered and check for externally visible transport damage. The Customer is in any case deemed to have notified the Supplier of such defects in due time if notification thereof by the Customer is received by the Supplier within a period of 5 working days from the delivery date or, in the case of hidden defects, from discovery of the defects. Should the contractual partners be of the opinion that further inspections by the Customer are advisable, this will be agreed separately.

The Customer has no inspection and notification obligations towards the Supplier going beyond the above. The Supplier thus meets its duty of inspection and notification under § 377 HGB (Commercial Code) through the above.

In the events of defects, the Customer may take recourse to all available legal remedies without limitation.

6.5 Notwithstanding the above, the limitation period for claims for defects is 36 months from transfer of risk or 5 years from acceptance of all products typically incorporated into a structure.

6.6 The CUS is entitled to remedy the defect itself at the SUP's expense in case of imminent danger or special urgency.

### 7. Industrial property rights

7.1 The SUP warrants that no industrial property rights of third parties in the EU, North America or other countries in which the CUS manufactures the products or has them manufactured will be infringed as the result of its deliveries.

7.2 The SUP is obliged to indemnify the CUS against all claims asserted by third parties against the CUS on the grounds of infringement of intellectual property rights as set forth in Par. 1 and to bear all necessary costs arising in connection with such claims. This duty exists irrespective of any fault on the part of the SUP.

### 8. Product liability

8.1 To the extent that the SUP is responsible for a product defect, it will be obliged to indemnify the CUS on first demand against claims for damages on the part of third parties insofar as the cause of the defect lies solely within its sphere of control or organization and it is itself liable towards third parties. The SUP will indemnify the CUS

against all third-party claims whatsoever for defect-related damages, direct or indirect, associated with the use, processing, marketing, intermediation or resale of the product except in cases of gross negligence or willful intent on the part of the CUS.

8.2 The SUP is also obliged within this context to reimburse the CUS for any expenses resulting from or in connection with recall measures adopted by the CUS.

8.3 The SUP is obliged to take out and maintain product liability insurance with a minimum lump-sum cover amount of €10m per personal injury/property damage claim; any claims to damages on the part of the CUS exceeding the above will remain unaffected thereby. At the request of the CUS, the SUP is obliged to provide proof of the conclusion of product liability insurance and receipt of the insurance contract by submitting the relevant documentation.

### 9. Retention of ownership, tooling, confidentiality

9.1 The SUP retains ownership in the goods it supplies to the CUS until payment by the CUS. Extension or expansion of retention of ownership is excluded.

9.2 The CUS retains the ownership of tooling. The SUP is obliged to use CUS's tooling solely for manufacturing the goods ordered by the CUS, unless the CUS explicitly agreed in writing to the tooling being used for manufacturing goods ordered by third parties. The SUP is obliged, at its own expense, to insure tooling belonging to the CUS at their reinstatement value against damage by fire and water and against theft. It is obliged to carry out any necessary maintenance and inspection work in due time and at its own expense. The SUP must report all failures to the CUS immediately; if it fails to do so through its own fault, any claims for damages will remain unaffected.

9.3 The SUP is obliged to observe strict confidence regarding any diagrams, drawings, calculations, samples or other documents and information it receives. They may only be disclosed to third parties after the express written approval of the CUS has been obtained. The duty of confidentiality remains valid after contractual completion; it will expire when and if the manufacturing know-how contained in the diagrams, drawings, calculations, samples and other documents has entered the public domain.

### 10. Drawings, other documentation

10.1 The SUP will, of its own accord and within the scope of its general and special technical know-how, check drawings, calculations, specifications and other documentation received from the CUS for errors and discrepancies. If necessary, it will immediately communicate any objections it may have in writing to the CUS and clarify the matter with the CUS.

10.2 Agreed construction drawings must be made available free of charge to the CUS in the form of blueprints of each drawing. This also applies to changes to construction drawings.

10.3 In the case of research, development, design, engineering or other contracts, whose subject matter is the design of a technical solution, the CUS is entitled to inventions of the SUP and related intellectual property rights that are registered or granted in future or have already been registered or granted. This also applies to new technical know-how that is not state of the art. At the request of the CUS, the SUP will assert title to inventions by employees. The CUS will bear the costs as per the Employee Invention Act (Arbeitnehmererfindungsgesetz).

### 11. Construction, repair and assembly services

11.1 For security reasons, the SUP's employees and agents are required, during contract fulfillment at the CUS's facilities, to submit to all on-site entry controls, to conform to the normal hours of work and procedures and observe the safety regulations applicable there, and to comply with the relevant instructions.

11.2 The SUP will indemnify the CUS against claims arising from the latter arising from violations of duty on the part of its employees and agents. The SUP will inform the CUS without delay of any accidents and damage caused or sustained by its employees or agents at the CUS's facilities.

11.3 All materials and auxiliary resources required for contractual fulfillment must be provided by the SUP free of charge. The relevant delivery notes must be submitted to the CUS for any deliveries to the latter's facilities. The SUP itself is responsible for storing and overseeing material and auxiliary resources. The SUP is required to remove any material and auxiliary resources no longer required immediately after performance of the contract.

11.4 Insofar as invoicing and remuneration based on site measurements are agreed, the agreed unit prices cover payment for all goods, work and services required for performance of the contract including personnel, material and auxiliary resources. This also applies to partial performance not explicitly mentioned in the contract, insofar as reasonably required for providing the relevant goods, work and service. Payments will be effected by the CUS on the basis of a joint, on-site survey of quantities. If the SUP does not take part in the survey, the values ascertained by the CUS will apply. Invoices must be accompanied by quantity computations, lists of measurement, costing drawings and certificates of material consumption.

11.5 In the event of payment by time expenditure, the CUS will pay for the actual number of documented hours of work on the basis of the agreed hourly rates. Supervisory work performed by SUP personnel in the latter's interests will not be remunerated by the CUS.

11.6 The CUS will make the final payment after acceptance and receipt of the final invoice verifiable on the basis of the documentation submitted.

### 12. Legal venue, applicable law

12.1 Sole legal venue for all disputes arising out of the contractual relationship will be the Local Court of Rosenheim or the Regional Court of Traunstein, depending on their subject-matter jurisdiction.

12.2 The contracts concluded between the CUS and the SUP are governed by the law of the Federal Republic of Germany, excluding the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

### 13. Place of performance and final provisions

13.1 The SUP may not assign or cede its rights arising from this contract to third parties except with the prior written approval of the CUS.

13.2 Unless otherwise provided for in the order, the place of performance for deliveries and services is the place where the goods are to be delivered or the service performed as designated by the CUS. The place of performance for payments is the business headquarters of the SUP.

13.3 In the event of one or several of these provisions being ineffective in whole or in part, the remaining provisions will remain effective. If ineffective clauses contain an effective, adequate part, this part will remain in force. The parties already undertake to agree on a substitute provision whose financial consequences best reflect those underlying the invalid provision.