

Terms of purchase of Rosenthal GmbH (also referred to hereinafter as Rosenthal)

Preamble

All legal relationships with companies, individuals and legal persons from whom we procure goods or services (hereinafter referred to as "Goods") shall be governed exclusively by the following terms of purchase. We shall not recognise any general terms and conditions of business, sales conditions, internal guidelines, etc. of the contractor/supplier (hereinafter referred to as the "Supplier") that are contradictory to or conflict with our terms of purchase even if we do not expressly object to them in individual cases. Our terms of purchase shall also apply to future supplies and services.

1. Conclusion and amendment of the contract

- 1.1.** Only orders issued by us in writing shall be legally binding on us; agreements made orally or by other means shall be subject to written confirmation by us. The addresses provided in our order shall be decisive with regard to receipt of the Goods.
- 1.2.** The contractor shall confirm acceptance of the order in writing within three working days, stating the price and delivery period. Acceptance and execution of our order shall presuppose the validity of these terms of purchase. Any conflicting terms and addenda shall require our written acknowledgement. We shall not recognise any order confirmations from the contractor containing conditions of purchase other than these.

2. Delivery dates

- 2.1.** Delivery dates and deadlines shall be binding [section 376 of the German Commercial Code (HGB)]. If it is not possible to comply with dates or deadlines, we must be informed immediately of the reasons and the expected duration of the delay. Receipt of the Goods or performance of the service at the location specified in the order shall be decisive for the purpose of determining compliance with dates or deadlines. The confirmed supply date shall be decisive in the case of "ex works" deliveries.
- 2.2.** In the event of non-compliance with dates and deadlines, we shall be entitled to withdraw from the contract and seek compensation for non-performance. Notwithstanding these rights, in the event of non-compliance with dates and deadlines, we shall be entitled to charge damages in the amount of 1% of the total order value per commenced calendar day up to a maximum of 8%.

3. Deliveries

- 3.1.** Deliveries shall be made at the location specified in the order. Goods shall be packaged in a professional manner appropriate to their type in order to rule out quality impairments such as damage, contamination, or changes during transit. Load-bearing and stacking capacity shall be taken into account when selecting packaging. In the case of "free shipping" deliveries, any breakage and damage in transit or damage resulting from improper packaging shall be borne by the supplier.
- 3.2.** We are required to accept only the fixed quantity of Goods we have specified in the order. Over-deliveries and under-deliveries are not permitted unless agreed in writing prior to the delivery.
- 3.3.** The respective additional conditions that have been agreed and the assured characteristics of the Goods shall apply in relation to all deliveries. The contractor undertakes to compensate us for all damage arising as a result of a delivery not conforming with this assurance in full or in part.

4. Warranty

- 4.1.** The contractor shall assume full responsibility for its supplies. We are entitled to lodge a complaint in respect of the type, quality, and quantity of the supplied Goods within a two-week period calculated from receipt of the Goods. We may furthermore issue a complaint at any time within two weeks of discovering a defect to the extent that it relates to defective materials or other hidden defects that arise during processing or use of the supplied Goods. This shall also apply in the case of consequential damage, i.e. we must be fully compensated for any damage incurred if processed raw materials or Goods exhibit defects it was not possible to detect during the incoming goods inspection and our products are rendered unsaleable as a result.
- 4.2.** The warranty periods under section 438 of the German Civil Code (BGB) shall apply in the case of material defects. The period of limitation shall commence upon delivery of the subject matter of the contract or upon acceptance of the work or completion of supplementary performance in the case of a contract for work and services. The period of limitation for defects of title that are not already subject to section 438 (1) no. 1 BGB shall be two years.
- 4.3.** We reserve the right to return the shipment we deem unsatisfactory to the contractor and withdraw from the order. The contractor shall bear the costs of any legitimate returns.

5. Product liability

If product liability claims are asserted against Rosenthal, the Supplier is required to indemnify us against any such claims if and to the extent that the damage was caused by a fault in the Goods supplied by the Supplier. In such cases the Supplier shall assume all the costs incurred and to be incurred, including the costs of any recall action. In all other respects, the statutory provisions shall apply.

6. Patent and property rights

- 6.1. The contractor shall assume responsibility for ensuring that the supply and use of the ordered items do not infringe third-party patent and property rights. In the event that third-party patents or property rights are infringed, we are entitled to assert all statutory claims against the contractor on the basis of material defects.
- 6.2. All types of template we provide shall remain our property. They may not be disclosed or passed on to third parties without our permission. Information we have provided regarding the manufacture of Goods ordered by us, including in particular drawings produced based on information we have provided, may not be processed, reproduced or made accessible to third parties. The contractor shall be liable to us for all losses incurred in the event that this provision is breached.
- 6.3. Drawings, moulds, tools, templates, samples, models, matrices, files, etc. handed over by Rosenthal shall remain the property of Rosenthal and may not be passed on, reproduced, made accessible to third parties or the public, or otherwise exploited in a commercial manner without written permission from Rosenthal, unless this is necessary in order to complete the order. The specified items shall be worked on and processed only on behalf of Rosenthal. Rosenthal shall reserve all copyrights and other property rights in the specified items.
- 6.4. If Rosenthal has paid manufacturing costs for moulds, tools, etc. (including on a pro rata basis), these may not be used for other orders or customers or be modified or discarded without written permission.
- 6.5. After the contract has ended, the contractor shall either send all drawings, moulds, tools, templates, samples, models, matrices, files, etc. belonging to Rosenthal to the address provided to it or confirm their destruction in writing.

7. Prices and invoicing

- 7.1. Invoices shall be submitted to the address specified in our order, either by post or electronically. Unless otherwise agreed, invoices shall be paid after 15 days minus a 3% discount, 30 days minus a 2% discount, or within 45 days net. The date the invoice is received by Rosenthal shall be decisive for the purpose of determining the payment period. Invoices shall always show our order number and other references.
- 7.2. Improperly issued invoices will not establish a payment obligation and will not be paid. Cash on delivery shipments will not be accepted.

8. Export control and customs

- 8.1. The Supplier is required to notify us in writing of any obligations to obtain permits for (re-) exporting its Goods in accordance with German, European, and US export and customs regulations as well as the export and customs regulations of the country of origin of its Goods. To this end, the Supplier shall provide at least the following information on its offers, order confirmations, and invoices for the Goods items concerned:
 - The export list number pursuant to schedule AL of the German Foreign Trade and Payments Ordinance (AWV) or comparable list items on relevant export lists, and for US goods, the Export Control Classification Number (ECCN) pursuant to US Export Administration Regulations (EAR)
 - The trade origin of its Goods and of the components of its Goods, including technology and software, and whether the Goods have been transported via the USA, manufactured or stored in the USA, or produced using US technology
 - The statistical commodity code (HS code) of its Goods
 - A contact person for clarifying any queries
- 8.2. The Supplier is required to notify us in writing of all further foreign trade data relating to its Goods and their components and to inform us immediately in writing of any changes to the above data.

9. REACH and conflict minerals

- 9.1. The Supplier shall ensure that its Goods comply with the provisions of the REACH Regulation (EC) No. 1907/2006, as amended. The information to be notified to us in accordance with this Regulation shall be provided in writing.

9.2. The Supplier undertakes to comply with provisions stipulated in section 1502 of the Wall Street Reform and Consumer Protection Act (“Dodd-Frank Act”) regarding conflict minerals (tin, gold, tungsten, tantalum = “Conflict Minerals”). If Conflict Minerals are required in connection with the manufacture or function of the Goods supplied by the Supplier, their origin must be disclosed. Only Conflict Minerals from certified smelters and refiners (“CFSI Compliant Smelter” list) may be used.

10. General provisions

10.1 The place of performance shall be the location at which the Goods are to be delivered in accordance with the order.

10.2 If a provision of these terms of purchase should be or become invalid, this shall not affect the validity of the remaining terms of purchase. The parties undertake to replace the invalid provision with a provision that comes as close as possible to its economic intent.

10.3 The contractual relationships shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

10.4 The place of jurisdiction shall be the registered office of the Company.