



International Purchasing Terms and Conditions of the Vorwerk Group

(Version: March 2020)

I. Scope

1) The following Purchasing Terms and Conditions apply exclusively for all orders issued by companies of the Vorwerk Group. These Purchasing Terms and Conditions apply only if the seller is an entrepreneur (section 14 of the German Civil Code [BGB]), a legal entity under public law, or a special fund under public law. These Purchasing Terms and Conditions apply in particular to contracts for the sale and/or delivery of moveable property (hereinafter, also the "Goods"), irrespective of whether the seller manufactures the Goods itself or procures them from suppliers (sections 443 and 651 BGB). These Purchasing Terms and Conditions apply in their current version as a framework agreement also to future contracts for the sale and/or delivery of moveable property with the same seller, without Vorwerk needing to make reference to them again in each individual case. Vorwerk will give the seller prompt notice in the event of changes to these Purchasing Terms and Conditions.

2) Divergent or supplemental terms and conditions of the seller are not applicable, even where the seller states that it intends to deliver only on the basis of its terms and conditions. The applicability of any terms and conditions of sale that the seller may have is hereby expressly objected to.

3) Acceptance of delivery does not constitute acknowledgement of contrary terms and conditions of sale even where Vorwerk does not expressly object at the time of acceptance. The same applies to payment of the delivery without reservation. These Purchasing Terms and Conditions are deemed accepted with confirmation or execution of the order by the seller, even where the seller makes reference to its terms and conditions of sale in connection with confirmation or execution.

4) Derogations from the following Purchasing Terms and Conditions require the express written consent of Vorwerk. They are applicable only to those transactions for which they are agreed to. They do not apply to contracts concluded in the past, even where these may not yet have been fully performed. They apply to future transactions only if they are of an unchanged nature.

5) Legally relevant declarations and notices that the seller is required to provide to Vorwerk after contract conclusion (e.g. setting of deadlines, warnings, notice of termination) must be made in writing in order to be effective.

II. Offer and conclusion of contract

1) Orders by Vorwerk are effective only if they are issued in writing or through an ordering system used by Vorwerk. The order number generated by Vorwerk is to be indicated on the invoice for the order. If a verbal order by Vorwerk should be necessary in a given case, this first becomes effective following written confirmation by Vorwerk. Therefore, Vorwerk's order is considered binding, at the earliest, with the submission of the written confirmation. If the order, including the order documentation, contains obvious mistakes (e.g. writing or calculation errors) or is incomplete, the seller must point this out to

Vorwerk prior to acceptance so as to enable Vorwerk to correct the mistakes or supplement the order. Otherwise, the contract is deemed not concluded.

2) Promptly following receipt of the order, the seller must either issue an order confirmation or execute the order without reservation, particularly by sending the Goods (acceptance). Vorwerk is entitled to cancel its order without being billed for any costs for this if the seller fails to accept the order within two weeks of receipt. Untimely acceptance is considered to be a new offer and requires acceptance by Vorwerk.

3) If the seller is unable or unwilling to execute the order as placed by Vorwerk, then irrespective of the arrangement in Section I of these Purchasing Terms and Conditions, it must ensure that the order confirmation clearly identifies such deviations. Vorwerk is bound by the deviations only to the extent that it approved them in writing. In all other respects, deviating order confirmations are as a rule objected to insofar as they deviate from the order. The correspondence associated with the order is to be directed exclusively to the responsible purchasing department separately for each individual order, indicating the order number and/or other identifiers.

III. Delivery and transfer of title

1) The delivery time indicated by Vorwerk in the order is binding, even where it is not expressly designated as "binding". Controlling for compliance with delivery deadlines is receipt of the Goods by Vorwerk or by the receiving office specified by Vorwerk. If circumstances arise or become evident that tend to indicate that the agreed delivery time cannot be complied with, the seller must give Vorwerk prompt written notice thereof, including the reasons and expected duration. Acceptance by Vorwerk of an untimely delivery without reservation does not release the seller from Vorwerk's rights based on untimely delivery.

2) Agreed delivery deadlines are extended appropriately if the seller is prevented from fulfilling its obligations as a result of force majeure. If delivery in such case is delayed by more than four weeks, Vorwerk is entitled to terminate the contract, either in whole or in part.

3) If the seller is in default in the delivery of the Goods, Vorwerk is entitled at its discretion – irrespective of the rights in subsection 4 – to demand, in lieu of performance, delivery and compensation of damages for delayed delivery or – after setting a reasonable grace period or normally at most three weeks, unless this can be dispensed with in accordance with statutory provisions – compensation of damages or in the alternative, reimbursement of expenses or to terminate the contract in accordance with section 323 BGB.

4) In the case of culpable default by the seller, Vorwerk is entitled, without setting a grace period and irrespective of more extensive claims for compensation of damages, to demand a contractual penalty of 0.5% of the order value per each commenced week, up to a maximum of 5% of the order value. In the alternative, Vorwerk is entitled, following expiry of a reasonable grace period set by Vorwerk, to have the performance not yet provided by the seller carried out by a third party as the expense of the seller. Vorwerk is entitled to demand the contractual penalty in addition to performance and as the minimum amount of compensation of damages owed by

the seller in accordance with statutory provisions. The assertion of more extensive damage remains reserved. In particular, Vorwerk is entitled, after expiry of a reasonable grace period to no effect, to demand compensation of damages in lieu of performance, with the flat-rate compensation of damages to be set off against it. The seller is at liberty to provide proof that Vorwerk did not suffer any damage or suffered lower damage as a result of its default.

5) Title to the Goods must be conveyed to Vorwerk unconditionally and irrespective of payment of the purchase price. However, if in a given case Vorwerk accepts an offer of the seller to convey title that is contingent on payment of the purchase price, the seller's retention of title expires, at the latest, with payment of the purchase price of the delivered Goods. Vorwerk remains empowered to resell the Goods in the ordinary course of business even prior to payment of the purchase price, subject to advance assignment of the claim resulting from this. As a result, all other forms of retention of title are in any event excluded, particularly extended retention of title, transferred retention of title, and retention of title expanded to include processing.

6) The seller is entitled to make partial deliveries only on the basis of special written agreement.

7) Vorwerk is entitled to draw down ordered amounts in partial amounts up to four weeks prior to a delivery date for same. Vorwerk may specify a later date for the delivery of the remaining delivery amount that was not drawn down in part on the original delivery date. In the case of partial draw-downs, the seller's concerns are to be taken appropriately into consideration.

8) The weights, piece numbers, and dimensions ascertained during the incoming goods inspection at Vorwerk are controlling for Vorwerk for the purposes of invoice settlement.

9) Reservations by the seller concerning the failure of its suppliers to honour their obligations are excluded.

10) The seller must give Vorwerk notice of any changes to the nature of the composition of the processed material or to the design execution compared with similar earlier deliveries and services prior to the start of production or – to the extent that the seller is not the producer – promptly after becoming aware of such changes. They require the written approval of Vorwerk. Vorwerk is not obligated to inspect deliveries and services for similarity following receipt.

IV. Shipment, transfer of risk and inspection and acceptance

1) Unless agreed otherwise, deliveries are made at the cost of the seller to the shipping address indicated in the order and free of all expenses (including the costs for loading, unloading, packaging, and return of empty packaging, as well as including any customs duties incurred). If the destination is not indicated, delivery is to be made to Vorwerk's place of business in Wuppertal, unless agreed otherwise. The respective destination is also the place of performance.

2) The Goods must be packed professionally and in a manner suitable for the product so as to rule out any damage, soiling, or changes during transport. If Vorwerk approves the packaging, this does not release the seller from its responsibility for ensuring proper

transport. Where so requested by Vorwerk, packaging material is to be taken back by the seller.

3) Delivery is to be accompanied by a delivery note listing the date (issuance and shipment), content of the delivery (item numbers and pieces), and the Vorwerk order identifier (date and number), unless the parties agree otherwise in a given case.

If the delivery note is missing or incomplete, Vorwerk is not responsible for any delays in processing and payment that this may cause. Apart from the delivery note, Vorwerk is to be sent a corresponding notice of shipment with the same content. Unless agreed otherwise, the seller must issue one copy of notices of shipments and delivery notes and two copies of invoices and submit same in a timely manner.

4) Deliveries may be made only at the times, to the locations, and in the scope specified by Vorwerk. Divergent deliveries are to the detriment of the seller and do not establish any default in delivery acceptance on the part of Vorwerk.

5) Delivery acceptance or, as the case may be, inspection and acceptance, including by third parties engaged by Vorwerk, takes place in every instance under reservation of all rights, particularly those for defective or untimely delivery. If delivery acceptance or, as the case may be, inspection and acceptance, is prevented or made considerably more difficult due to circumstances beyond the control of Vorwerk, Vorwerk is entitled to postpone delivery acceptance or, as the case may be, inspection and acceptance, for the duration of such circumstances. If this happens for a period of more than four weeks, the seller is entitled to terminate the contract. More extensive claims of the seller are excluded.

6) The risk of accidental loss or accidental deterioration of the Goods passes to Vorwerk upon handover at the place of performance. If an inspection and acceptance procedure has been agreed upon, this is controlling for the transfer of risk. In all other respects as well, the statutory provisions of the law of contracts to produce a work apply *mutatis mutandis* in the case of an inspection and acceptance procedure. It is equivalent to handover or delivery acceptance if Vorwerk is in default in delivery acceptance.

7) Irrespective of the arrangements in subsection 6, statutory provisions are determinative for whether Vorwerk is in default in delivery acceptance. However, the seller must also expressly offer Vorwerk its performance if a specific or specifiable calendar time has been agreed upon for an action or contribution by Vorwerk (e.g. supplying of material). If Vorwerk is in default in delivery acceptance, the seller may, in accordance with statutory provisions, demand reimbursement of its added expenses (section 304 BGB). If the contract concerns non-fungible items to be manufactured by the seller (one-off production), the seller is entitled to more extensive rights only if Vorwerk is obligated to cooperate and is responsible for the failure to do so.

8) Events of force majeure and other serious events that substantially impede or delay delivery acceptance or make it impossible and for which Vorwerk is not responsible entitle Vorwerk to postpone acceptance of the Goods for the duration of the impediment and a reasonable ramp-up time or to terminate the contract in whole or in part, provided that delivery acceptance is no

longer commercially reasonable. Claims of the supplier to delivery, termination, or compensation of damages are then excluded.

V. Prices, payments

1) All agreed prices are fixed prices for the entire period of contractual performance and exclude ancillary claims of any nature. The seller must refrain from setting prices and terms for Vorwerk that are less favourable than those for other customers who are supplied under the same terms.

2) Absent a written agreement to the contrary, the price includes all of the seller's services and ancillary services; freight, transport and, if applicable, customs duties to the delivery address specified by Vorwerk; transport insurance; and proper packaging.

3) Payments are made in accordance with Vorwerk's order letter. If the order letter does not contain an arrangement, and unless agreed otherwise, payment is made following receipt of a proper invoice using means of payment chosen by Vorwerk within 14 days, calculated from proper delivery and invoice receipt, with a 3% discount for prompt payment, or within 30 days following proper delivery and receipt of a verifiable invoice, net.

4) If the seller is required to provide testing samples, testing records, quality documents, or other documentation, the completeness of the delivery and service also presupposes receipt of these documents and materials. Discounts for prompt payment are also permissible if Vorwerk sets off or if it withholds payments in a reasonable amount due to defects. The payment period begins after complete elimination of the defects.

5) In the case of bank transfer, payment is made in a timely manner if the transfer order is received by the bank prior to expiry of the payment period. Vorwerk is not responsible for delays by the banks involved in the payment process.

6) Vorwerk does not owe any interest on arrears. The annual default interest rate amounts to five percentage points above the base rate of interest. Statutory provisions are determinative for whether Vorwerk is in default, whereby in possible derogation from this, a written payment reminder by the seller is required in every instance.

7) Where so requested by Vorwerk, the seller must secure any advance payments made by Vorwerk by furnishing a down payment guaranty.

8) Vorwerk is entitled to rights of set-off and retention, as well as to the defence of unperformed contract, to the statutory extent. In particular, Vorwerk is entitled to withhold due and owing payments for as long as Vorwerk has open claims against the seller for incomplete or defective performance.

9) The seller has a right of set-off or retention only for counterclaims that are uncontested or that have been reduced to an enforceable judgment.

VI. Liability for defects

1) Unless agreed otherwise, statutory provisions apply to Vorwerk's rights in the event of legal or material defects in the Goods (including wrong delivery, under-delivery, improper installation, and defective

installation or operating instructions) and in the event of other breaches of duty by the seller.

2) Unless an agreement to the contrary has been concluded, or if longer periods apply by virtue of statutory arrangements, claims for defects are prescribed 36 months after transfer of risk. Vorwerk is entitled without limitation to any longer statutory prescription periods pursuant to sections 438, 479, and 634a BGB.

3) In accordance with statutory provisions, the seller is liable in particular for the Goods having the agreed quality at the time that risk passes to Vorwerk. Considered an agreement on quality is, in any event, those product descriptions that – particularly through specification or reference in the order by Vorwerk – form the basis of the respective contract or that were included in the contract in the same way as these Purchasing Terms and Conditions. In this regard, it makes no difference whether the product description originated from Vorwerk, the seller, or the manufacturer.

4) In departure from section 442 (1) sentence 2 BGB, Vorwerk is also entitled without limitation to claims for defects even if at the time of contract conclusion, the defect remained unknown to Vorwerk as a result of gross negligence.

5) Vorwerk is obligated to inspect the Goods within a reasonable period of time for any deviations in identity or quantity, as well as for obvious defects. Statutory provisions (sections 377 and 381 of the German Commercial Code [HGB]) apply to the commercial duty to inspect and object, with the following stipulation: Vorwerk's duty to inspect is limited to defects that become apparent, in connection with the incoming goods inspection, under an external examination, including the delivery documents, and, in connection with the quality inspection, during random sampling (e.g. transport damage, wrong delivery, under-delivery).

If an inspection and acceptance procedure has been agreed upon, there is no duty to inspect. In addition, a key aspect is the extent to which such an inspection is possible in the ordinary course of business, taking into consideration the circumstances of the given case.

The foregoing does not affect Vorwerk's duty to object in the case of defects discovered at a later point. In all cases, the objection (notice of defects) is considered prompt and timely if it is received by the seller within five business days.

6) The seller bears the costs expended by it for the purposes of verification and repair (including any dismantling and installation costs) even if it turns out that there was in fact no defect. Vorwerk's liability for compensation of damages in the event of an unjustified demand for elimination of defects remains unaffected. To this extent, however, Vorwerk is liable only if it recognised that there was no defect or failed to make such recognition because of gross negligence.

7) Vorwerk is entitled to statutory claims for legal and material defects without limitation. The foregoing notwithstanding, Vorwerk is entitled to demand from the seller, at Vorwerk's discretion, elimination of defects or replacement delivery, unless the seller can refuse the type of cure chosen by Vorwerk pursuant to section 439 (2) BGB.

If the seller does not commence with the elimination of defects by a reasonable deadline set by Vorwerk, Vorwerk is in urgent cases entitled to perform the necessary work itself, or have same performed by third parties, at the seller's expense after hearing from the latter. More extensive statutory rights of Vorwerk in the event of defects remain unaffected.

VII. Supplier recourse

1) In addition to claims for defects, Vorwerk is entitled without limitation to its recourse rights within a supplier chain as are specified by statute (supplier recourse pursuant to sections 445a, 445b, and 478 BGB). In particular, Vorwerk is entitled to demand from the seller precisely the type of cure (repair or replacement delivery) that Vorwerk owes to its customers in the given case. The foregoing does not limit Vorwerk's statutory right of choice (section 439 (1) BGB).

2) Before acknowledging or satisfying a claim for defects asserted by one of its customers (including reimbursement of expenses pursuant to sections 445a (1) and 439 (2) BGB), Vorwerk will notify the seller, provide a brief description of the facts and circumstances, and request a written statement of position.

If the statement is not received by a reasonable deadline, and if an amicable solution cannot be reached, the claim for defects actually granted by Vorwerk is considered to be owed to the customer. In such case, the seller is responsible for providing proof to the contrary.

3) Vorwerk's supplier recourse claims also are applicable where the Goods were processed by Vorwerk or by one of its customers prior to their sale to a consumer, e.g. through installation in another product.

VIII. Product liability, industrial property rights, confidentiality

1) If the seller is responsible for a product injury, it must indemnify Vorwerk on first demand against claims of third parties, if and to the extent that the defect or injury was caused by a defect in the Goods delivered by it, the defect can be attributed to the seller, or the seller itself bears third-party liability.

2) In connection with its obligation to indemnify, the seller must reimburse expenses pursuant to sections 683 and 670 BGB, particularly for legal defence and any recall campaigns by Vorwerk. Where possible, and to the extent it can reasonably be expected to do so, Vorwerk will notify the seller about the content and scope of recall measures and give it an opportunity to state its position. More extensive statutory rights remain unaffected.

3) Subsections 1 and 2 apply mutatis mutandis to the extent that product defects are attributable to deliveries or services of the seller's input suppliers or subcontractors.

4) The seller must obtain sufficient insurance, but at a minimum in the amount of €5 million, covering product liability risks, including recall costs, maintain such insurance, and provide Vorwerk at any time upon demand with proof of such insurance coverage.

5) The seller warrants that the delivery and use of the procured Goods will not infringe any industrial property rights of third parties.

6) If a third party brings a legal action against Vorwerk for an infringement of industrial property rights, the seller is obligated to indemnify Vorwerk against such claims on first written demand. In addition, the seller is obligated to reimburse all expenses that Vorwerk necessarily incurs as a result of or in connection a legal action brought by a third party.

7) The seller must maintain in confidence the know-how that Vorwerk provides to it and the ideas and information of Vorwerk, refrain from using same for orders for third parties, and refrain from providing same to third parties either directly or indirectly.

8) Vorwerk is entitled to the exclusive use of inventions, work product, and know-how that are generated by the seller or its personnel or persons its uses to perform an obligation (*Erfüllungsgehilfen*) in connection with work performed for Vorwerk, namely, at no charge and without any limitation in terms of time or territory. The seller must give Vorwerk prompt written notice of all inventions, work product, and know-how generated in connection with the order work and turn over existing drawings, models, and written documentation.

9) To the extent that an invention or work product is involved that is capable of gaining protection as an industrial property right, Vorwerk is entitled to acquire the industrial property right in its own name in Germany and abroad. To the extent that Vorwerk makes use of this right, and to the extent that an employee invention is involved, Vorwerk will directly pay the inventor an inventor's fee within the meaning of the German Act on Employee Inventions (*Gesetz über Arbeitnehmererfindungen*). The amount and due date of the inventor's fee are determined by the seller's internal policies on inventions by employees or, if these do not exist, by Vorwerk's internal policies. Vorwerk is not obligated to pay any compensation or fee to the seller itself.

10) Even where an invention or work product turned over to Vorwerk is not capable of gaining protection as an industrial property right, the rights of use to which Vorwerk is entitled pursuant to subsection 4 are considered covered by the payment of the order.

11) The seller is obligated to take all organisational and legal steps, such as staking claim to inventions of its personnel, and to submit such declarations as may be necessary so that Vorwerk can in fact exercise the aforementioned rights.

IX. Delivery in accordance with specifications, drawings, models of machinery, forms, tools

If the seller manufactures Goods in accordance with specifications, drawings, or models of Vorwerk, the Goods and the special equipment, matrices, and the like suitable for their manufacture may be made available to third parties only with Vorwerk's written approval. The foregoing also applies where the seller has procured the special equipment, matrices, and the like at its own expense or where Vorwerk refuses to accept delivery of the ordered Goods due to untimely or defective performance or refrains from placing further orders despite proper delivery. Models, prototypes, drawings, and technical documents of any nature remain the property of Vorwerk and must be kept confidential. They are to be returned to Vorwerk upon request, together with any copies that have may have been made.

X. Ownership and possession of machinery, forms, tools, materials, and/or equipment

1) Vorwerk retains sole, unrestricted title to machinery, forms, tools, materials, and/or equipment that it makes available to the seller.

2) If the seller procures or manufactures machinery, forms, tools, materials, and/or equipment at the request of Vorwerk, sole, unrestricted title to same vests in Vorwerk in their respective condition, provided that Vorwerk pays the agreed purchase price in conformity with the agreement. If in conformity with the agreement, Vorwerk pays only a portion of the value of the machinery, forms, tools, materials, and/or equipment, the corresponding pro-rata share of co-title vests in Vorwerk.

3) The seller must hold all machinery, forms, tools, materials, and/or equipment of Vorwerk in safe custody and maintain same at no charge and with the greatest possible care until the time they are handed over to Vorwerk, namely, at a minimum for a period of 10 years after termination of this agreement. They may first be scrapped after Vorwerk has given its prior written approval.

4) The seller is solely responsible for maintaining and repairing such machinery, forms, tools, materials, and/or equipment of Vorwerk at its own expense. Costs for post-processing machinery, forms, tools, materials, and/or equipment are exclusively for the account of the seller. The output quantity is thus unlimited.

Should machinery, forms, tools, materials, and/or equipment of Vorwerk become damaged by the seller, they must be repaired in conformity with the drawings at its expense.

5) The seller's right of possession with respect to machinery, forms, tools, materials, and/or equipment of Vorwerk ends in the event that the seller becomes illiquid or overindebted, but not later than upon applying for the commencement of insolvency proceedings in respect of the seller's assets.

6) In the event that there is a risk of disruptions to production at Vorwerk due to default and/or unsatisfactory performance by the seller – irrespective of the reason for same – then at the request of Vorwerk, it must surrender the machinery, forms, tools, materials, and/or equipment to Vorwerk without delay. In order to avoid disruptions to production at Vorwerk, surrender must take place irrespective of any agreements to be made between the parties.

7) Machinery, forms, tools, materials, and/or equipment of Vorwerk that have been paid for by Vorwerk are to be available to Vorwerk at all times in flawless condition, and they are to be labelled by the seller as the property of Vorwerk and stored and marked separately.

8) Parts that are manufactured using machinery, forms, tools, materials, and/or equipment owned by Vorwerk may not be offered or delivered to third parties, nor may know-how be passed on to them.

9) The seller is obligated to insure the machinery, forms, tools, materials, and/or equipment of Vorwerk being stored at the seller at its expense against property damage. The seller hereby assigns to Vorwerk all compensation claims under such insurance.

10) Material that is provided and supplied by Vorwerk for the purpose of carrying out the order remains the property of Vorwerk. Such material may be processed, combined, or intermixed with goods that belong to third parties or are encumbered with third-party rights only within the scope of the issued order. If the seller fails to meet its obligations under the order or is in default with respect thereto, Vorwerk may at any time prohibit processing and demand return of the provided material, irrespective of its manufacturing condition. If return is not possible for legal reasons, the seller must pay Vorwerk appropriate compensation of damages for the provided and supplied material.

11) Material provided by Vorwerk is processed for and on behalf of Vorwerk without Vorwerk thereby incurring any liabilities. Title remains reserved. If the material supplied by Vorwerk is processed together with other objects that do not belong to Vorwerk, then Vorwerk acquires co-title to the new item in its respective manufacturing condition in the ratio that the value of the material supplied by Vorwerk bears to the other processed objects at the time of processing. The objects to which Vorwerk has title or co-title are to be held by the seller in safe custody for Vorwerk with the care and diligence of a prudent businessperson.

12) Vorwerk retains exclusive title and all copyrights to illustrations, drawings, calculations, and other documents that Vorwerk has provided to the seller. They may be used only for the intended purpose, and they may not be reproduced, made directly or indirectly accessible to third parties, or otherwise exploited without the written approval of Vorwerk. They must be returned to Vorwerk at any time upon request. The documents must be kept confidential vis-a-vis third parties, including after the contract terminates. The obligation of confidentiality expires only if and to the extent that the knowledge contained in the provided documents has entered the public domain.

XI. Advertising

The seller is not allowed to use enquiries, orders, or correspondence of Vorwerk of any nature for its advertising purposes. Advertising the business relationship that exists with Vorwerk is permissible only with the prior express consent of Vorwerk.

XII. Export control and customs

1) The seller is obligated to notify Vorwerk in its business documents about any licence obligations in connection with the (re-) exporting of its goods pursuant to German, European, or U.S. export and customs provisions, as well as the export and customs provisions of the country of origin of its goods. For this purpose, the seller must at a minimum provide the following information in its offers, order confirmations, and invoices for the goods concerned:

- the Export List number pursuant to Annex AL of the German Foreign Trade and Payments Ordinance (*Außenwirtschaftsverordnung*) or comparable list position of relevant export lists,

- for U.S. goods, the ECCN (Export Control Classification Number) pursuant to the U.S. Export Administration Regulations (EAR),

- whether an export licence is required for its goods,



- the non-preferential origin of its goods and components of its goods, including technology and software,

- whether the goods were transported through or manufactured or stored in the U.S. or were produced with the aid of U.S. technology,

- the statistical goods number (HS code) of its goods.

2) Where so requested, the seller is obligated to notify Vorwerk in writing of all other export trade data concerning its goods and their components and to inform Vorwerk in writing without delay (prior to delivery of corresponding goods affected by this) about all changes in the foregoing data.

XII. Applicable law, place of jurisdiction, and miscellaneous

1) The law of the Federal Republic of Germany applies to these Purchasing Terms and Conditions and all legal relationships between Vorwerk and the seller, under exclusion of international uniform law, particularly the United Nations Convention on Contracts for the International Sale of Goods. The requirements for and effects of retention of title are subject to the law of the place where the item is located, to the extent that in accordance therewith, the choice of law made in favour of German law is impermissible or ineffective.

2) The Local Court of Wuppertal, which is the court of first instance having substantive and local jurisdiction for the place of business of Vorwerk, is the exclusive place of jurisdiction, including in legal actions involving bills of exchange, cheques, and authenticated instruments, irrespective of the amount in dispute, in the event that the parties are merchants registered in the commercial register, legal entities under public law, or special funds under public law. However, Vorwerk is also entitled to bring suit against the seller before the court at its domicile or place of business or at the place of performance, including where this is outside of Germany. The same applies if the seller does not have a general place of jurisdiction in Germany or relocates its domicile or place of business or habitual residence outside of Germany after contract conclusion or its domicile or place of business or habitual residence is unknown at the time that suit is brought.

3) The seller undertakes to comply with recognised international social standards (particularly, the prohibition of child labour, forced labour, discrimination, etc.). The seller confirms that it complies at a minimum with the social standards in accordance with SA 8000.

4) Any amendment or supplementation of this agreement must be made in writing in order to be valid. This form requirement may be waived only in writing.