



Terms of purchase

1. **General**

As far as not otherwise agreed in writing the following stipulations will be effective for the contract. With the first delivery effected according to these stipulations, the supplier recognises them as exclusively legally binding for all future deliveries. Other stipulations set by the supplier will only be effective if we have them expressly recognised in writing. They are also not binding if we do not expressly contradict. Intra-community triangular transactions according to §25b UStG are categorically excluded and will not be accepted by Meiko (only relevant for European Business).

2. **Orders**

Only written orders are effective. Orders placed in another form need our written confirmation. If we don't receive a written confirmation from the supplier within 14 days – as from the entry of the order – we have the right to cancel the order and the supplier can't lodge any claims.

The supplier may farm out work with our consent only.

We can exact modifications of the delivery item also after the conclusion of this contract in the extent it can reasonably expected from you. In case of this modification of contract, the effects have to be appropriately considered, especially with reference to the extra and minor costs and the date of delivery.

3. **Content of the contract**

The content of the contract is determined solely by our order. Any deviations must be requested in written form. Changes without our written approval are not permitted.

We are entitled even after the start of the contract, to demand changes to the ordered item, if the deviation is reasonable considering the interests of the supplier.

The supplier may only carry out the orders by themselves. Should the supplier wish to pass the order in whole or in part to a third party, the supplier must first ask and wait for our written approval.

4. **Dates of delivery, delay in delivery, force majeure**

The agreed dates of delivery are binding. The entry of the merchandise at the point of receipt respectively point of use indicated by us or the acceptance in time. is decisive for keeping the delivery date or the delivery period.

If you recognise that an agreed date cannot be kept by any reasons, you have to notify us and give the reasons and the previous duration of the delay in writing. You are obliged to reimburse the costs of all direct and indirect interference which are caused by this delay.

If the agreed date of delivery cannot be kept due to a circumstance which you have to answer for, we have the right, after the unsuccessful expiration of an appropriate period set by us, to claim for damages due to nonfulfillment respectively to get replacement from third parties or to withdraw from the contract.

You can refer to the absence of necessary documents we have to deliver only if you have sent a reminder note to us and have not received them within a reasonable period.

Force majeure and strikes relieve the contract parties for the period of the obstruction and in the scope of its effect from their duty of performance. As it can reasonably expected, the contract parties are obliged to pass immediately the necessary information and to adapt their obligations to the modified circumstances according to good faith.

We are relieved to purchase the ordered consignment / services in whole or in parts and have the right to withdraw from the contract if, considering economic aspects, the delivery / services cannot be utilised due to the delay caused by force majeure respectively strike.

If the merchandise is delivered earlier than agreed, we reserve the right to return it at your cost. If we do not return the merchandise in case of early delivery, it will be stored until the date of delivery in our premises at your cost and risk. We accept part deliveries only after express agreement. In case of part deliveries the remaining rest quantity has to be specified.

5. **Prices, shipment, package**

The agreed prices are fixed prices and exclude subsequent claims of all kind. The costs for package and transport to our delivery address respectively point of use and the customs formalities and clearance charges are included in this price. If no prices are given in the order, your current list prices with the commercial deductions will be effective. The kind of the delivered pricing does not touch the agreement on the place of fulfilment. Each delivery has to be notified to us by an advice specifying exactly type, quantity and weight. All advices, freight bills, invoices and the whole correspondence have to bear our order and item number.

We take over only the quantities or number of items ordered. Excess or minor deliveries are admitted only after previous agreement. The transport is on your risk. The risk of any deterioration, inclusive the accidental sinking, until to the delivery at the address for shipment respectively place of use is at your side. Your taking back commitment for the package is according to the legal regulations.

The merchandise has to be packed in such a manner that transport damage will be avoided.

Due to the fact we will be working in future with an automatic high shelf system, the instructions listed below must be followed:



- I. The goods may only be delivered in undamaged Euro-Pallettes or Eu- Steel Boxes according to DIN 15155
- II. The maximum gross weight of 500 kg must not be exceeded. Exceptions must be applied beforehand in written form and approved by us
- III. The following dimensions of the pallettes or boxes must be adhered to
 - A: Length / Width / Height 1200 x 800 x 500 height including palette
 - B: Length / Width / Height 1200 x 800 x 1000 height including palette
 - C: Length / Width / Height 1240 x 835 x 970 Eu- Steel Box DIN 15155

Exceptions must be applied beforehand in written form and approved by us.

Please note: Packaging material as well as the goods may not exceed the outer contour of the pallettes/ boxes!

Packages from parcel services are excluded from these instructions.

Package material may be used only in the extend being necessary for this purpose. Only environmental compatible package material may be used. If we are exceptionally charged with separate packages, we have the right to return packages being in good condition freight prepaid against compensation of the value of the package mentioned in the invoice.

In case of freight collected deliveries we take over the transport cost up to the amount of standard rates. You effect the transport insurance. Costs arising by the non-compliance of our supply regulations and other prejudicial consequences have to be taken over by the supplier.

6. Invoicing and payment

Invoices have to be presented after delivery in two copies comprising all documents and data and in correct form. Invoices not presented in correct form are regarded to be received only as from the date of correct presentation.

The payment is effected in the commercial way either within **14 days with 3% discount or after 30 days net** after delivery / service and receipt of invoice.

As far as certifications on material test have been agreed, these certifications are an essential part of the delivery and have to be sent to us together with the invoice. They have to be presented to us 10 days after receipt of invoice at the latest.

The period of payment begins with the receipt of the agreed certificate.

In case of defective delivery we have the right to hold back the payment proportional to the value until the correct fulfilment. In case of payment in advance you have to furnish an appropriate security, e.g. bank guarantee.

7. Liability for Defects in Quality, Warranty, Conformity, RoHS, REACH

The Supplier warrants that all supplies are in accordance with the state of the art and all relevant statutory and technical provisions, including but not limited to the regulations and directives of authorities, trade associations and industrial unions. In particular, the products must comply with the requirements of the latest RoHS and REACH regulations.

According to the Machinery Directive (2006/42/EG), products categorised as complete or incomplete machines must have a conformity assessment, documentation, declaration of conformity and CE marking. At least a risk analysis including assembly instructions and an installation declaration must be provided for incomplete machines.

According to the Medical Devices Regulation, all parts supplied to Meiko are not allowed to:

- a) be manufactured using non-viable or killed tissues or cells of human origin.
- b) be manufactured using non-viable or killed tissues or cells of animal origin or their derivatives.

If deviations from these provisions, regulations and directives are necessary in a particular case, the Supplier must obtain our written approval. Such an approval will not limit the liability for defects in quality.

The supplier is obliged to apply to Meiko's contact person as early as possible for any planned changes to the product, process, material, tool or production site (relocation), including sub-suppliers. Changes are not permitted without our written approval.

If the Supplier has concerns about the mode of execution requested by us, he shall inform us of these without delay in writing.

Within the scope of what is economically and technically possible, the Supplier undertakes to employ eco-friendly products and procedures for his supplies and procedures. He assumes the liability for the eco-compatibility of the supplied products and packaging material; he shall be liable for all damage and expenses resulting from the breach of his statutory disposal obligation. At our request, he shall issue a certificate of inspection for the supplied goods.



The environmental and quality management standard of Meiko (DIN ISO 14001 and DIN ISO 9001) must be kept by the contractor. Meiko has introduced an energy management system according to DIN EN ISO 50001. The efficient use of energy is an essential part of our company policy.

During the procurement of products, services and facilities, which have an effect on energy use, the assessment of the procurement is also based on the energy related consumption as well as our legal cadastral register. Alternatively, in addition to your standard products you may also would like to offer more energy-efficient products from your range. We will include this in our procurement decision.

The period of liability for defects in quality is 24 months. This period shall begin upon discovery of the defect in quality by us. In the case of installed parts, i.e. equipment that is installed in our products in unprocessed and unmodified form (e.g. motors, pumps, fixtures, etc.), the period shall only begin upon commissioning of our product by the consumer.

The regulations of Sections 377 of the German Commercial Code (HGB) and 442 of the German Civil Code (BGB) are waived so that all claims for defects in quality shall be preserved even in the case of acceptance of an obviously faulty or incomplete shipment.

In cases in which the Supplier performs work services, the period of liability for defects in quality shall begin upon acceptance. If the acceptance is delayed without any fault of the Supplier, it shall begin upon provision of the deliverable for acceptance.

If the shipment reveals defects in quality during the period of liability for defects in quality, the Supplier shall render supplementary performance. At our own discretion, we may demand elimination of the defects by way of repair or supply of an item that is free from defects. We reserve the statutory rights in addition to the claim to supplementary performance, especially claims for damages and reimbursement of expenses made in vain.

If the Supplier does not comply with his supplementary performance obligation within the period determined by us, we may perform the required measures directly or through third parties at the expense and risk of the Supplier. This shall not affect the Supplier's liability for defects in quality.

8. Preferential conditions / Export control

The country of origin of a product must be documented by suppliers based in the EU by means of a valid (long-term) supplier declaration (latest version), and by suppliers based outside of the EU by means of a preference certificate or certificate of origin. The indications required on the (long-term) supplier declaration are our item number, the exact country of origin and the customs tariff number.

Any change to the country of origin of the goods must be communicated to us immediately without specific request.

With the first delivery, we must be in possession of a valid supplier declaration (latest version), as well as all product information relevant for the (inter)national movement of goods.

If a (long-term) supplier declaration cannot be issued, the supplier must provide a certificate of origin free-of-charge and without specific request.

The supplier undertakes to facilitate the check of documentary proof of origin by the customs authority, and to issue the information required for this to take place and provide any necessary confirmations.

The supplier shall indemnify us against all third-party costs and claims that ensue as a result of inaccurate, incomplete or incorrect original documents or statements.

If the supplier declarations turn out to be insufficiently reliable or incorrect and, as a result or for other reasons, the customs authorities insist we present an information sheet INF 4, there will be an obligation to provide to us without delay, upon request, correct and complete information sheets INF4 stating the origin of the goods confirmed by the customs authorities.

If we or our customers are retrospectively claimed upon by a customs authority on account of our declaration of origin being incorrect, or if we or our customers suffer any other financial disadvantage as a result and the reason lies in an incorrect origin having been stated by the supplier, the supplier shall be liable.

The supplier must satisfy all requirements of the applicable national and international foreign trade legislation. The supplier gives its assurance that the items supplied do not appear either in the export list (Enclosure EL) for the ordinance on the implementation of foreign trade legislation (Foreign Trade Ordinance) or in Attachment I and/or in Attachment IV of EG-VO No. 428/2009 Dual-Use Ordinance.



Insofar as the supplier delivers to us goods that are subject to export control, it shall undertake to transmit to us immediately all other documents and information required to apply for a permit. The supplier remains bound by this duty to provide information even after the business relationship has ended.

9. Corporate Responsibility / Compliance

Within his corporate responsibility the Supplier commits himself that in the production of products and/or the provision of services human rights are protected, labour standards are observed and discrimination as well as forced labour and child labour shall not be permitted. The Supplier confirms that he will neither tolerate any kind of corruption or bribe nor get involved in it in any way.

The order is exclusively executed with goods which have been purchased or manufactured considering to the ILO fundamental labor standards.

Please refer to the homepage of the International Labour Organisation (ILO):
www.ilo.org/dyn/normlex/en/f?p=1000:12000:0::NO::

10. Product Liability

If claims are asserted against us according to the provisions of German or foreign product liability laws or regulations on the basis of the goods supplied by the Supplier, we may request indemnification from the Supplier insofar as the claims asserted against us are caused by the parts supplied by the Supplier. This indemnification claim also comprises the costs of a proactive recall campaign.

To ensure the assumed indemnification obligation, the Supplier shall label the items supplied by him in such a way that they can permanently be identified as his products.

The Supplier shall apply quality assurance methods in accordance with the state of the art and the latest statutory requirements and furnish proof of these if we request him to do so. Moreover, he shall take out adequate insurance against all product liability risks including the recall risk and furnish proof of this insurance if we request him to do so.

You guarantee and assure that all services are free from industrial property rights of third parties and the delivered items and their use does not violate patents, licences or other industrial property rights.

11. Property rights

1. The Supplier guarantees that the goods delivered and services performed by him are free of third-party rights and that the use of the delivered or performed items does not breach any third-party rights (especially intellectual property rights such as patents, trademarks, registered designs, copyrights, design rights, etc.). In the event of a such a breach of rights, the Supplier shall pay damages, unless the Supplier is not responsible for the breach of rights.
2. Should a third party assert claims against us due to a breach of rights for which the Supplier is liable to us pursuant to section 10.1 (sentence 2), the Supplier shall indemnify us against such claims upon first written demand.
3. The Supplier's indemnification obligation pursuant to section 10.2 covers all expenses that we necessarily incur from or in connection with the claims asserted by a third party.
4. Should claims due to third-party rights be asserted against us by a third party pursuant to section 10.1, the Supplier shall assist us to the best of his ability and at his own expense in fending off the claims.
5. The Supplier shall inform us without delay of any third-party intellectual property rights that he knows of or comes to know of, which we could breach by using the goods supplied or services performed by him. The Supplier undertakes to conduct a research of property rights with a view to the potential breach of trademarks, design rights and patents (registered designs) in the Federal Republic of Germany and to forward the results to us in writing for information upon request.

12. Data Protection

The Supplier is aware that we store his personal data on storage media.

13. Non-Disclosure

The Supplier undertakes to treat the conclusion of the Contract as confidential; any reference to the business relationship with us is subject to our prior written approval.



Moreover, the Supplier undertakes to treat all administrative and technical insight that is not publicly known and that becomes known to him from the business relationship with us as confidential and to impose this obligation on his sub-suppliers.

During our business relationship, the Supplier undertakes not to establish any relationship with competitors of MEIKO (dishwasher industry, disinfection industry) without our written approval.

This obligation shall continue to apply for at least two years after the termination of the business relationship.

Disclosure of MEIKO-specific data, documents and samples is categorically prohibited.

14. MEIKO Know-How

MEIKO-specific parts, parts from MEIKO tools, parts from MEIKO moulds, drawing parts of MEIKO and parts co-developed and/or modified by MEIKO may only be sold to MEIKO in Offenburg, Germany.

15. Severability

Should one or several of the aforesaid provisions be or become fully or partially invalid, this shall not affect the validity of the Contract and of the other provisions. The Supplier and we shall be under the obligation to replace the invalid provision with a regulation whose economic result is equivalent to it, provided that this does not involve any material amendment of the content of the Contract.

16. Choice of Law, Place of Performance, Jurisdiction

The Contract is governed by the laws of the Federal Republic of Germany. This also applies to suppliers from other countries.

The place of performance for all mutual obligations from the Contract is Offenburg, Germany.

The courts of Offenburg, Germany, shall have jurisdiction over all disputes from this Contract, including bill of exchange and cheque proceedings.

Exclusively the German version of the Meiko Purchasing Terms and Conditions shall be legally binding, the English version shall be for your information only.