

1. Matthews International GmbH (hereinafter referred to as **MATTHEWS**) will only enter into contracts on the deliveries of goods and provision of services provided by contractual partners of MATTHEWS with entrepreneurs (§ 14 BGB), with public entities or with separate funds acting under public law (hereinafter referred to as **Contractual Partners**). The following General Terms and Conditions of Purchase are an integral part of these contracts.

**Individual contractual undertakings take priority over these General Terms and Conditions of Purchase.**

2. General Terms and Conditions of Business of our Contractual Partners or of a third party are not an integral part of any contracts signed with MATTHEWS, unless we give our express consent to their validity.

3. Place of fulfilment for the delivery of goods and provision of services, as set forth in any contracts with us, is the place of business of MATTHEWS.

4. We retain ownership, i.e. copyright, with respect to all drawings, images, evaluations, descriptions and other documents, which we have made available to our Contractual Partners. Unless we give our consent, it is forbidden for a Contractual Partner to grant third party access to such documentation or to use or to allow third parties to use or to duplicate such documentation. Our Contractual Partners are obliged to return such documentation to us at our request, if no longer required or should contractual negotiations fail. Any copies made by our Contractual Partners should be destroyed unless they are subject to a statutory retention obligation.

5. Any tools, appliances and models etc., which we make available to our Contractual Partners or which are produced for contractual purposes and for which we are invoiced separately by our Contractual Partners, remain our property or are transferred to our ownership. Our Contractual Partners are obliged to ensure such items are clearly marked as being under our ownership and to take due care of them, to insure them against damage and only to use them for their designated purpose. At our request, our Contractual Partner is obliged to return such items to us in a good condition, if no longer required to fulfil the terms of our contracts.

6. Our Contractual Partner has one week from the order date in order to accept our offer (order). Decisive for the timely acceptance of the offer by our Contractual Partner is our receipt of the acceptance (confirmation of assignment or order). It is incumbent on our Contractual Partner to inform us about any obvious errors (e.g. spelling or accounting errors) and irregularities in the assignments or orders (including any supporting documents) prior to accepting the offer.

7. We are entitled to advise our Contractual Partner of any changes to the agreed service under the following conditions:

- We shall give reasonable notice of such changes, however at least five workdays prior to the agreed time of performance.
- The desired changes to the service can be carried out within the parameters of normal business operations of our Contractual Partner, without incurring significant additional expense.
- The agreed time of performance shall be adjusted to allow for the changes to the service.
- We shall reimburse our Contractual Partner for the additional expense incurred by the change. Such costs shall be identified separately.

Our Contractual Partner will inform us of the expected additional cost and change to the expected time of performance immediately upon receiving notification of the desired changes from us.

8. We are entitled to withdraw from the signed contract, if we are no longer interested in the agreed service for reasons which have arisen after the contract has been signed and for which we are not answerable according to the contractual or statutory risk distribution. We will reimburse against proof for any partial services provided and any expenditures already incurred in the implementation of the contract.

9. The prices listed in our assignments and orders are binding. The prices also include packaging and delivery of the item to the place of performance and its installation (in so far as this has been contractually agreed upon). At our request, the Contractual Partner will return the packaging at its own cost.

10. Our Contractual Partner is obliged to quote our order numbers, article numbers, quantity and delivery address in all confirmations of orders and assignments, delivery papers and invoices.

11. Our Contractual Partner is not authorised to provide a partial service. Nor is our Contractual Partner authorised to mandate third parties (e.g. sub-contractors) to provide the service to which our Partner is obligated without our prior consent.

12. The time of performance set forth in our orders and assignments is binding. Our Contractual Partner will inform us immediately if it is unable to adhere to the time of performance. Our Contractual Partner bears the risk of procurement for the services it is expected to provide, unless otherwise agreed upon (e.g. delivery of an item in stock).

13. If the time of performance is determined by a calendar date (delivery date or deadline), our Contractual Partner is deemed to be in default once the delivery date has passed without us having to send a specific reminder. However, we are only entitled to demand compensation rather than provision of the service, if we have imposed a reasonable deadline on our Contractual Partner for completion of the service, which it has been unable to meet.

14. We are entitled to impose a contractual fine amounting to 1% (maximum 5%) of the respective net value of the order for the start of each calendar week in which the Contractual Partner finds itself in default. The contractual fine is appropriated as a minimum damage against the damage payable by the Contractual Partner due to delay in performance and may be asserted against the account of the Contractual Partner until payment has been made.

15. Even if there is agreement on a dispatch of goods, the risk only transfers to us once the item has been handed over to us at the agreed place of performance. If acceptance after inspection has been agreed upon, this action is decisive for determining the passing of risk.

16. Statutory regulations apply to any claims we might have with respect to material and title defects, subject to the following conditions:

Our obligation to inspect the goods is limited to defects, which are clearly visible during a control of incoming goods based on an external opinion, including delivery papers, or during a quality control in a sampling procedure (e.g. damages caused during transfer of the goods or incorrect or short deliveries). If it is agreed that the goods will be accepted after inspection, there is no obligation to examine the goods. Furthermore, it depends on whether an inspection is deemed feasible taking into account the circumstances of each individual case in accordance with due and proper business activities. Notices of defects are deemed to have been given on a timely basis, if we inform our Contractual Partner within two weeks after receipt of the goods by us, or within two weeks of having discovered a defect, which only comes to light at a later date. The acceptance of goods after inspection or the approval of samples or trials do not imply a waive of our rights to assert claims based on defects.

When our Contractual Partner receives our notice of defects, the expiration of our right of action is suspended until our Contractual Partner refuses to rectify the defect or refuses the continuation of negotiations concerning our claims. If we originally agreed to accept the goods on inspection, the expiration of our right of action with respect to the notice of defects commences when the goods have been accepted.

Any expenditure incurred by our Contractual Partner for purposes of testing and improving the goods (including any development and installation costs) shall also be borne by our Partner, if it transpires that there were no defects. Our liability for compensation in the event of an unjustified request to rectify a defect remains unaffected pursuant to no. 20 below.

If our Contractual Partner fails to satisfy the obligation to provide a supplementary performance – at our discretion to rectify the defect (subsequent improvement) or to deliver a defect-free item (replacement delivery) – within a reasonable timeframe, which we have set, we are then entitled to rectify the defect ourselves and to demand appropriate reimbursement of the expense incurred or payment of an advance to cover the costs. If the subsequent improvement carried out by the Contractual Partner is deemed to be unsatisfactory or unreasonable for us (e.g. due to a particular urgency, risk to industrial safety or threatening emergency of disproportional damages) then it is deemed unnecessary to set a deadline; we will inform our Contractual Partner of such circumstances immediately and if possible before the defect has been rectified.

17. The agreed remuneration is due and payable within 30 calendar days following complete delivery and performance (including an inspection if agreed upon) and is dependent on the submission of a due and proper invoice for payment. If we pay within two weeks, the Contractual Partner will grant us a 3% discount on the invoiced net amount. If made via bank transfer, the payment is due to have been made, if our request to transfer the funds is received by our bank prior to expiry of the payment deadline. We are not responsible for any delays caused by the banks responsible for ensuring the payment process is executed.

18. We are not liable for interest payments on maturity. We are only deemed to be in default if we receive a written reminder from our Contractual Partner. If we default on the payment schedule we are liable to pay default interest amounting to five per cent above the basic rate of interest pursuant to § 247 BGB.

19. We are entitled to statutory off-set claims and also have a right to retention as well as a defence with respect to unfulfilled terms of contract. In particular we are authorised to withhold payments owing by us, if we hold claims against the Contractual Partner arising from incomplete or faulty performance.

20. If there is a fault on our part, our liability with respect to claims for compensation is restricted to the following conditions:

MATTHEWS is not liable in the event of simple negligence on the part of executive bodies, legal representatives, employees or other vicarious agents, unless there is evidence of violation of a significant contractual obligation. Significant contractual obligations are those which MATTHEWS is responsible for vis-à-vis the Contractual Partner according to content and purpose of the agreement; the proper implementation of the agreement is also dependent on the fulfilment of such contractual obligations and thus the Contractual Partner is entitled to rely on such obligations being routinely carried-out. Claims for compensation, which are based on only a lightly negligent violation of significant contractual obligations, are limited to typical foreseeable damages.

This limitation on liability also applies equally vis-à-vis executive bodies, legal representatives, employees and other vicarious agents of MATTHEWS, in so far as such parties can be rendered personally liable.

To the extent that we provide technical information or advise on technical aspects and if the provision of such information or advice is not covered under contract, this is carried out free of charge and to the exclusion of any liability.

Our liability for gross negligence or behaviour with intent or for injury to life, body or health remains unaffected hereby.

21. The Contractual Partner may only assert rights of retention, if such rights relate to our payment obligation with respect to a particular product to which the Contractual Partner is entitled to reserve title. Extended or expanded reservation of title on the part of the Contractual Partner is inadmissible.

22. The Contractual Partner may only transfer rights and obligations to a third party from an agreement signed with MATTHEWS with our written consent. This does not apply in the case of pecuniary claims against MATTHEWS.

23. The applicable law is the law of the Federal Republic of Germany, with the exception of the provisions of the UN Sales Convention (CISG). The competent courts for any disputes arising from contracts with us are located at the place of business of MATTHEWS, however, we are also entitled to seek redress at the courts located at the place of business of our Contractual Partner.