

GENERAL PURCHASING CONDITIONS of Zumtobel AG and affiliates

I. Validity of Terms

1. All orders and inquiries of Zumtobel AG and affiliated companies of the (hereinafter referred to as: Zumtobel), are done exclusively based on these General Terms and Conditions of Procurement. They make the integral part of all the agreements that Zumtobel concludes with its contractual partners (hereinafter referred to as: Suppliers). They shall also apply – in the current version – to the future business relations with the Supplier, even if they are not agreed separately again. General business terms of the Supplier shall not form an integral part of the agreements, even if Zumtobel does not expressly object to them nor shall they be valid as a result of the Zumtobel accepting the delivery or service without further reservation, even if it is aware of the conditions of the Supplier, or, in the event of acceptance, reducing or effecting payments.

2. The Quality Assurance Agreement of Zumtobel shall apply in addition to these General Terms and Conditions of Procurement. In case of discrepancies between these General Terms and Conditions of Procurement and the Quality Assurance Agreement of Zumtobel, these General Terms and Conditions of Procurement shall prevail.

II. Offers/Quotations/Orders/Delivery Call Off

1. Offers and quotations of the Supplier are made free of charge for Zumtobel and they are binding for the Supplier. The Supplier must strictly adhere in its quotation or cost estimate, as the case may be, to the request of Zumtobel, in terms of quantity and composition and it shall expressly inform Zumtobel in case of any deviations.

2. Orders are binding for Zumtobel only if they are made in accordance with the following paragraph 3 of this Section II, if they are made in writing. Oral and telephone agreements, side agreements or changes must be confirmed in writing by Zumtobel in order to be binding. This applies also to additionally agreed deliveries or services. If the Supplier is silent to the proposals, requests etc. it shall not be considered, in any case, the consent of the Supplier to the proposal of Zumtobel.

3. Any order by Zumtobel that the Supplier intends to accept must be confirmed in writing by the Supplier. Zumtobel is entitled to cancel

the order until receipt of the order confirmation from Supplier. In the case of establishment of informal business relationship, the written order by Zumtobel shall be deemed to be a commercial confirmation letter.

4. An order confirmation deviating from the order made by Zumtobel shall not be accepted by Zumtobel, even if Zumtobel does not object in writing, unless Zumtobel expressly agrees in writing to the Supplier's new offer.

5. Zumtobel may demand from the Supplier to make changes to the delivery item or the service, as well as the delivery or service deadline, even after the conclusion of the contract, insofar as this is reasonable for the Supplier, taking the mutual interests into account. In the event of such a change in the agreement, the effects on both sides, in particular with regard to higher or lower costs as well as the delivery or service deadlines, shall be considered appropriately.

6. If the Supplier, on the basis of its knowledge of the situation, has detected that an order is incomplete or that the purpose of the delivery or performance of the order sought by Zumtobel cannot be achieved, it shall without delay and in a detailed manner inform Zumtobel in writing thereof.

7. Orders placed by Zumtobel are to be treated with confidentiality. The Supplier may only indicate Zumtobel as a reference to third parties with its prior written consent.

8. In case of a delivery call off procedure, the placing of orders for deliveries by Zumtobel – unless it has been otherwise agreed in writing – shall be binding on the Supplier, unless the Supplier objects in writing to such call off at the latest within two working days after receipt of the call off order.

III. Delivery/Service Time

1. Delivery time/service performance and terms, i.e. deadlines have been agreed as binding, unless the Supplier has expressly objected to them in writing or Zumtobel has agreed with the Supplier in writing about different terms i.e. deadlines. If Zumtobel has not specified any delivery / service deadlines or deadlines in its order, the delivery / service dates or terms specified by the Supplier shall be binding. The receipt of the goods at the

point of use / unloading specified by Zumtobel or, if acceptance is to take place, the time of successful acceptance, otherwise the time of the provision of services shall be decisive for the adherence to the agreed deadlines. Unless otherwise agreed in writing, the deadlines start running as of the day of order confirmation, and after clearing all particulars necessary for implementation of the delivery or service at the latest.

2. If the Supplier realizes that the agreed deadlines cannot be met, then it has, to inform Zumtobel without undue delay in writing thereof, stating the reasons and duration. The Supplier's obligation to timely delivery or service remains unaffected. If the Supplier is at fault to comply with this obligation to notify Zumtobel and if a damage has been inflicted to Zumtobel, then Zumtobel is entitled to claim damages. The Supplier cannot rely to the fact that it is not at fault for such a delay.

3. The acceptance of the delayed delivery or service or - if acceptance has to be done - such statement to accept the goods by Zumtobel does not constitute a waiver of claims or rights.

4. If the agreed deadlines are not met for reasons for which the Supplier is responsible, then Zumtobel is entitled to request from the Supplier, apart from meeting the requirements, also as minimum amount a penalty of 0.2% of the net value of the order per each commenced working day of delay, but maximum in the amount of 5% of the net value of the order in total. The assertion of further claim in addition to the above indicated one remains unaffected; a penalty paid is credited to the possible claim for damages for a delay. If Zumtobel accepts the delayed delivery or service, then Zumtobel must exercise its right to the penalty at the final payment at the latest. In addition, in the event of a delay for which the Supplier is responsible, Zumtobel is entitled, at the expiration of a reasonable period of grace set by Zumtobel, to demand compensation instead of performance or to obtain replacement from the third party at the Supplier's expense and / or to withdraw from the order. In case of a repeated delay, after a prior written warning, Zumtobel is entitled to cancel the orders that have not been carried out at that point in time by the Supplier, with the immediate effect.

5. If the Supplier is unable to comply with the agreed deadline due to force majeure (for example but not limited to natural disasters,

riots, war, fire, flood) or other unpredictable and unavoidable production faults on its own premises, then the delivery / service performance time is extended for a period of disturbances. The Supplier can refer to the indicated reasons only if it immediately informs Zumtobel about the force majeure event and its probable duration. If the disturbance is not temporary and if the acceptance is not possible due to the delay for Zumtobel, then Zumtobel is entitled to cancel the order in view of the part which has not been fulfilled yet. In the event of a partial performance, Zumtobel is entitled to cancel the whole order if Zumtobel has no interest in the partial service.

6. Nevertheless, statutory provisions shall apply in view of the Supplier's responsibility for the delay.

7. In the event of early delivery or performance, or if a acceptance is required, Zumtobel may refuse delivery or service at the expense and risk of the Supplier. If Zumtobel accepts the delivery or service or - if acceptance is required - the Supplier shall reimburse Zumtobel for any additional costs (e.g. storage costs, insurance costs).

8. The Supplier is authorized to make partial deliveries and services only upon written consent by Zumtobel. Acceptance of additional deliveries or additional services, i.e. if accepted, shall be at the sole discretion of Zumtobel.

IV. Prices, Shipping, Packing, Transfer of Risk and Ownership

1. The agreed prices are fixed prices; the costs for packaging, freight and transport up to the shipping address or point of use / unloading site specified by Zumtobel are included in these prices. Insofar as Zumtobel has to bear the transport costs in accordance with the contractual agreement, the best possible means of transport for Zumtobel are to be selected upon delivery.

2. If the Supplier generally reduces the prices of the delivery items or services after the order has been confirmed until the day of the delivery or service, then instead of the originally agreed prices, the prices valid at the time of delivery or performance shall apply.

3. The deliveries are to be made at the address indicated by Zumtobel i.e. place of delivery/unloading site (DAP/ Incoterms 2010). The Supplier has to comply with the

directions in terms of delivery course in the facilities of Zumtobel .

4. Each delivery must be accompanied by the shipping documents / delivery notes, shipping notices and packing labels showing the respective order, material, item and item numbers as well as delivery quantity.

5. The Supplier is liable for the proper packaging. The Supplier must comply with packaging specifications by Zumtobel . The Supplier is liable for all the damages inflicted to Zumtobel due to non-compliance with these packaging specifications. Moreover, the Supplier is obliged to avoid excessive packaging.

6. If the Supplier has undertaken to perform the installation or assembly of the delivery item, the Supplier shall bear all additional costs associated therewith, unless expressly agreed otherwise in writing.

7. The ownership of the delivered goods is transferred to Zumtobel at handover. Any extended right to retention of title by the Supplier is not recognized by Zumtobel .

V. Warranty and Liability

1. Warranty and liability are governed by the statutory provisions, unless otherwise stipulated by these conditions or any other written agreement between Zumtobel and the Supplier. For the avoidance of doubt, the liability of the Supplier under other provisions of these General Terms and Conditions of Procurement remains unaffected by the provisions of this Section V.

2. The Supplier must ensure that all items delivered by it and all services provided by it are state-of-the-art, that they comply with applicable legal (national as well as European) provisions (including, but not limited to the respective valid requirements for technical safety, occupational, health, accident, environmental and fire protection) and with the regulations and guidelines of authorities, professional associations and expert associations as well as with the prescribed functions and specifications. This also applies to compliance with all technical data and quality standards specified in the orders, drawings and / or delivery instructions of Zumtobel , which determine the target quality of the service to be provided by the Supplier. If deviations from these regulations are necessary in individual cases, then the Supplier must get prior written consent of the

Zumtobel . The warranty obligation of the Supplier is not affected by this consent. If the Supplier has doubts to the type of performance desired by Zumtobel , it has to inform Zumtobel immediately in writing thereof. This also applies to any suggestions for improvement or modification by the Supplier regarding the delivery or service requested by Zumtobel .

If Zumtobel has approved a first sample release for a particular product, then the Supplier warrants that each product of this type supplied by it will fully comply with the sample approved by Zumtobel . If the Zumtobel does not make any other agreements with the Supplier regarding the target quality of the products or the service to be performed by it, the Supplier's product information (e.g. in catalogues) or information about it shall also be provided by it, as it has been agreed as a minimum specification. Irrespective of this, the Supplier is responsible for ensuring that the delivery item or the work to be provided by it is suitable for the use required under the order.

3. Zumtobel is only obliged to examine the delivered goods and to complain about defects after complete delivery and only with regard to possible deviations in identity and quantity as well as externally visible damage made during transport. In addition, Zumtobel is only required to carry out technical functional tests and other examinations in the form of random samples. Insofar a complaint obligation exists in such individual cases, the complaint has been duly and timely reported, if the defect has been detected within 14 working days after the delivery of goods in case of visible defects or. within 14 working days after detection in case of a hidden defect or if it would have been recognized by a mandatory check . If Zumtobel agrees on deviating terms with the Supplier for this purpose, for example in the context of the quality assurance agreement, then the provisions established therein shall apply.

4. In the event of complaints of defects, the Supplier must react without delay and respond within 48 hours. At the request of Zumtobel , the Supplier has to provide the results of an error analysis carried out by it. If the Supplier does not comply with such a request within a reasonable period of time, Zumtobel is entitled to carry out its own error analysis or have it carried out at the Supplier's expense.

5. Deficiencies in the delivery or service

performed during the warranty period, including the non-fulfilment of guaranteed data and the absence of warranted properties or agreed conditions, shall be rectified by the Supplier without undue delay and free of charge, including all ancillary costs (e.g. transport, work, instalment and dismantling) upon request of Zumtobel at its discretion and replaced by delivery of products or new production of a product or subsequent improvement. Return of the deficient goods is done at Supplier's expense and risk. Additional legal rights, especially a right to the withdrawal, reduction and/or right to damages, shall remain unaffected.

6. If the Supplier fails to fulfil its warranty obligation within a reasonable deadline set by Zumtobel, then Zumtobel may itself take the necessary measures at Supplier's expense and risk - without prejudice to its warranty obligation - or have these taken by the third parties. In urgent cases, Zumtobel can, after consultation with the Supplier, carry out the rectification itself at the expense of the Supplier or have it carried out by a third party. Minor defects may be remedied by Zumtobel itself without prior consent in the interest of timely performance to its customers, without prejudice to the Supplier's warranty obligations. The same applies if there is a threat of unusually high damage.

7. The warranty period is 36 months unless Zumtobel has expressly agreed otherwise in writing with the Supplier or if the applicable law provides for a longer warranty period for the product to be provided by the Supplier or for the work to be performed by the Supplier. The warranty period begins at the earliest with the handover of the goods to Zumtobel or to third parties designated by the latter at the receiving or use / unloading site specified by Zumtobel. Insofar as acceptance is required, the warranty period begins with the acceptance date specified in the Zumtobel statement of acceptance. The warranty periods are extended by the period in which the defective delivery item or the defective work cannot be used as intended due to the defect. In the case of subsequent performance, the original warranty period for the replaced or newly delivered parts or for the newly manufactured work shall start running again.

8. The acknowledgment of the receipt of delivery items or their acceptance does not relieve the Supplier of its warranty obligations even in case Zumtobel does not have any knowledge of defects.

9. The approval of drawings submitted by the Supplier by Zumtobel as well as the approval of delivered samples by Zumtobel does not relieve the Supplier of its warranty obligations.

10. If a third party raises any claims against Zumtobel due to a defect or error in the product or due to defect or errors in a service to be performed according to an order, then the Supplier shall indemnify and hold harmless Zumtobel for all resulting claims and actively support the Zumtobel in protection from such claims. Therefore the Supplier has to keep all the documentation and papers related to the delivery, for the duration of minimum 15 years after arrival of the delivery at Zumtobel and to return them to Zumtobel at its first demand. In addition, Zumtobel is entitled to demand from the Supplier the compensation for all damages, including legal costs incurred by the Zumtobel. These damages also include the costs of a precautionary recall in so far as it is appropriate in the interests of the Zumtobel's customers or for the protection of external third parties at the discretion of the Zumtobel. The Supplier shall also reimburse Zumtobel for the costs of such a recall action after the expiry of the warranty period if the recall is carried out by Zumtobel on the basis of an official order or to prevent risks from injury or threats to life of the product users or external third parties.

11. The Supplier is not entitled to change the delivery items after conclusion of the contract or during the delivery period without the express written consent of Zumtobel. This also applies to minor changes, even if the specifications, dimensions, analyses, formulations, manufacturing processes, etc. specified by Zumtobel remain unchanged. Changes to the product to be supplied by the Supplier are only permitted after the written consent of Zumtobel. If the Supplier fails to comply with this obligation by default, it shall be liable for all costs incurred by Zumtobel or third parties, e.g. for follow-up examinations, expert reports, additional calculations, replacement deliveries, etc.

12. If the Supplier intends to make changes for future deliveries, in terms of the manufacturing processes, the composition or properties of the products, the place of manufacture, the suppliers of materials or intermediates, the procedure or means of testing the products or other changes which can be relevant for the use of delivery item by Zumtobel or its customers, the Supplier shall

notify Zumtobel thereof within due time, but at least 3 months in advance in writing.

for the defence available to Zumtobel free of charge and without delay.

13. The Supplier undertakes to take out insure against all risks arising from product liability in an appropriate amount. The insurance cover must be provided to Zumtobel in writing upon request. This stipulation is not to be understood as limiting the liability of the Supplier.

6. Paragraphs 2 - 5 of this section VI also apply to countries of which the Supplier was aware at the time of conclusion of the order that the delivery items would be delivered to by the Zumtobel .

VI. Use Rights; Rights of Third Parties

1. If the delivery or service contains software, Supplier shall grant Zumtobel at least a non-exclusive, transferable and unlimited right in terms of time, content and space, unless otherwise agreed, to use the software and the associated documentation as well as to use and process updates, upgrades or other developments as well as to grant sublicenses to third parties, in particular companies affiliated with Zumtobel within the meaning of §§ 15 ff. AktG, distributors and customers (while preserving the copyrights of the Supplier).

2. If licensing fees are incurred for the contractual use of the delivery item, also in conjunction with or in cooperation with other items, the Supplier shall bear the same.

3. The Supplier guarantees that the delivery items are free from any third party rights and that no patents or other protected rights within the Federal Republic of Germany or European Union are violated by their delivery or usage in line with the order, also in conjunction with other items.

4. If intellectual property rights of third parties are violated by the delivery or performance of the Supplier, the Supplier is primarily obliged to ensure that the infringement of rights no longer exists by procuring the rights or by modifying the delivery item or delivery of an amended delivery item - insofar as it is reasonable for Zumtobel .

5. Without prejudice to the paragraph 4, the Supplier undertakes to release Zumtobel from the third party claims with regard to the breach of patents or other protected rights as well as from all the claims for incurred costs, resulting to Zumtobel therefrom. This obligation does not exist if Zumtobel , agrees with third parties without the Supplier's consent, relating to its rights, especially if it makes a settlement or if the Supplier is not guilty of the breach of protected right. The Supplier shall make all information necessary

VII. Invoices and Payments

1. Invoicing takes place at the earliest after complete delivery of the goods, including all documents relevant to the order, or - if acceptance has to be made - after acceptance of the service, otherwise after the service is performed. Invoices are to be sent separately by letter, on request from Zumtobel alternatively in electronic form; they must not be attached to the goods.

2. Invoices must correspond in terms of their printing and order to the items in the order and indicate the respective order date as well as the respective order number, article number and delivery quantity. Invoices for services must show the number and the date of the corresponding time sheets or assembly certificates. Any additional services and deliveries are to be listed separately in the invoice with reference to the corresponding written order.

3. Unless stipulated otherwise, the payment shall be done at the discretion of Zumtobel , within 30 days, net, without any deductions or within 14 days, with 3% of discount if Zumtobel has had no complaints to the delivery/service. Zumtobel shall also be entitled to deduct cash discount in the event of a deduction or exercise of a right of retention if the statement of netting or the assertion of the right of retention is made within the discount period. Receipt of the proper invoice and all necessary documents (e.g. certificate of material testing) from Zumtobel shall apply to the expiry of the period. Delays in payment due to invoicing by the Supplier that does not comply with the requirements of this Section VII, shall be borne by the Supplier; Also in this case, Zumtobel is entitled to a cash discount.

4. Even if Zumtobel has been aware at the time of payment that the goods delivered or the work performed are defective, the settlement of the invoice shall not be deemed a waiver of claims by Zumtobel due to the defectiveness of the goods or service performance.

5. Zumtobel is also entitled to offset claims of the Supplier against claims of affiliated companies. The Supplier can only set off its own claims if and insofar as its counterclaims have been legally established, are undisputed or recognized by the Zumtobel. It is only authorized to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship and that it is due.

6. In the event of late payment, Zumtobel owes default interest of 5 percentage points above the base interest rate. Further claims are excluded.

7. The Supplier is not entitled to assign its receivables against Zumtobel to third parties or have them collected by third parties without the prior written consent of Zumtobel, which will not unreasonably withheld it. If the Supplier for its part receives deliveries with extended retention of title, the consent in the sense of the preceding sentence shall be deemed granted. If the Supplier assigns its receivables to a third party contrary to sentence 1 without the consent of Zumtobel, the assignment is nonetheless valid. However, Zumtobel may, at its discretion, make payments to the Supplier or the third party with relieving effect.

8. In case of advance payments, Zumtobel is authorized to request appropriate collaterals.

VIII. Supplied Goods; Handover of Tools and Other Production Means

1. Goods supplied by Zumtobel to Supplier must be inspected by Supplier immediately after handover and, in case of any defects Supplier shall inform Zumtobel without undue delay. If such a defect is detected later, then it is necessary to report it immediately after it has been detected. If the Supplier fails to meet these obligations, then it undertakes to reimburse Zumtobel for all resulting damages (e.g. for a loss of warranty right in relation to the Zumtobel's supplier). In addition, in the event of a breach of the aforementioned inspection and complaint obligations, the Supplier shall be liable to Zumtobel for errors in the product delivered by it to Zumtobel, even if these defects are attributable to defects in the goods provided by Zumtobel.

2. The Supplier shall mark the goods provided by Zumtobel as the property of Zumtobel and keep them separately from other products, so that the goods provided by Zumtobel as such can be identified without any doubt during the whole storage time, and if technically possible

and doable for the Supplier, also during manufacturing. The Supplier also warrants to Zumtobel for the loss or damage of provided objects. Supplier shall insure the goods provided by Zumtobel at least at the market value against fire, water, theft and similar damages at its own expense. Zumtobel must be informed immediately of any legal or actual impairment of items provided by Zumtobel.

3. Materials provided by Zumtobel shall be processed on its behalf and remain the property of Zumtobel also in the manufacturing stage. It is understood that Zumtobel becomes co-owner of the products manufactured from provided materials or parts of the produced products in proportion to the value of the supplies and the value of the whole product. The same applies if the property of Zumtobel is destroyed by mixing or merging.

4. Tools and other production means which are assigned to Supplier by Zumtobel for the production of goods to be delivered to Zumtobel, remain in their possession. If the Supplier produces or purchases such tools or other production means necessary for production of parts which are to be delivered to Zumtobel totally or partially at its own expense, then, they shall become the property of Zumtobel after payment. In this regard, it is stipulated that the Supplier should possess the tools and production means as a lender to Zumtobel. In this case the Supplier is not entitled to retain them. Tools and production means which are the property of Zumtobel, are to be marked appropriately and legibly, as Zumtobel property. The Supplier has to insure them at its own cost, at new value, against fire, water, theft and similar damage. Supplier assigns all rights to any payments from this insurance to Zumtobel and Zumtobel accepts hereby such an assignment. Zumtobel shall be informed without delay, about all legal or actual obstacles related to tools or other production means of Zumtobel.

5. The Supplier is obliged to use the tools and other means of production specified in Section VIII (4) exclusively for the production of goods ordered by Zumtobel. They may only be disposed of or made accessible to third parties with the prior written consent of the Zumtobel.

6. The Supplier undertakes to handle and store the tools and other means of production specified in Section VIII (4) with care. The care and maintenance of these tools and

other manufacturing equipment is based on the respective agreements between the parties.

7. In case Zumtobel suffers any damage as a result of a breach of the above obligations in paragraphs 2 to 6 of this section VIII by the Supplier, the Supplier is obliged to compensate it, except in cases when it is not responsible for the breach of the obligation.

IX. Drawings/Documents, Intellectual Property Rights

1. All documents, drawings, samples, etc. provided to the Supplier for the purpose of making an offer or manufacturing the goods or providing the services to Zumtobel shall remain the property of Zumtobel ; the copyright and all other existing intellectual property rights of Zumtobel are reserved. The Supplier is not entitled to use any information contained therein ideas or other Know-How for other purposes than preparation of an offer or fulfilment of the agreement for Zumtobel , and especially it is prohibited to offer, based on this information, the products produced for Zumtobel , to any third party. The latter shall only apply if the Supplier's information, ideas or other know-how were known to the Supplier prior to receipt from the Zumtobel or in case it legitimately received them later by other means. The documents, drawings, samples, must be returned upon the request of Zumtobel – even if it does not come to an order or after completion of an order, and unrequested – and handed over without delay including all copies and reproductions to Zumtobel . A right of retention does not apply to the Supplier. Sentences 1 and 2 shall apply mutatis mutandis to the drawings and other documents prepared by the Supplier in accordance with special information provided by Zumtobel .

2. The Supplier shall treat the business documents referred to in subsection (1) as well as all other information received in connection with the order or execution of the order, even after the end of the order, as the trade secret, i.e. as confidential. They may only be disclosed to third parties with the prior written consent of the Zumtobel . Within its own company, the Supplier must limit the disclosure of confidential information to such employees and to such an extent as is necessary to fulfil the agreed delivery or service and the respective task of the employee in this context. The Supplier undertakes to oblige all employees to whom it conveys confidential information to the same

extent of confidentiality. Documents and information received by the Zumtobel in connection with the order or execution of the order from the Supplier will be treated as a trade secret by the Zumtobel insofar as the Zumtobel is expressly informed of the need for confidentiality. The confidentiality undertaking shall cease to exist insofar as the contents of the documents are known to the public or are later publicly known - without this being due to a breach of duty by the party obliged to maintain secrecy.

3. The Supplier must provide Zumtobel with all necessary drawings and documents necessary for clarification of the technical details of the delivery item or service. However, such clarification or other involvement of Zumtobel in the design work does not relieve the Supplier of its sole responsibility for the product or service and any resulting warranty and other obligations.

4. The Supplier undertakes to timely and without additional request, provide all drawings and documents required by Zumtobel or its customers for the installation, operation, maintenance, repair of the delivery item, at the latest on delivery and in English language (unless another language is explicitly agreed upon) free of charge.

5. If Zumtobel suffers any damage due to a breach of the above obligations of this section IX, the Supplier is obliged to compensate the damage, except in case when the Supplier is not responsible for the breach of obligation.

X. Delivery Assurance

1. If the delivery items are goods specially developed for Zumtobel , in particular if Zumtobel has participated directly or indirectly in the costs for development and / or production equipment, the Supplier undertakes to supply the delivery items to the Zumtobel in line with their requirements and accepts orders from Zumtobel as long as Zumtobel needs the delivery items. The anticipated delivery volume for Zumtobel in line with customer demand forecasts will be announced to the Supplier in good time. However, there is no claim of the Supplier for receiving orders from Zumtobel of certain quantities, unless the parties have expressly agreed otherwise in writing.

2. If the Supplier plans to discontinue the production of products that Zumtobel have been buying over the recent years, it will notify Zumtobel in writing thereof without delay and

if the Supplier cannot offer other possibilities to Zumtobel that are feasible for Zumtobel, 12 months prior to cessation of production, it has to offer provide the possibility of last orders.

3. The Supplier undertakes to ensure delivery of the necessary spare parts up to the expiry of 15 years after delivery of the relevant item - even after the serial production of the delivery item has ended. If it becomes apparent to the Supplier within this period that this will no longer be possible, then it will announce immediately to the Zumtobel the end of the supply option and, if the Supplier cannot offer the Zumtobel another possibility of purchase, which is reasonable for Zumtobel, then 12 months before production ceases it can provide Zumtobel with the opportunity of last orders.

XI. Quality Assurance and Control

1. The Supplier shall have a certified quality management system, at least ISO-9001 according to its type and scope, in line with the latest technical knowledge and it must be able to prove this to Zumtobel upon its request. The Supplier must regularly keep records of the quality inspections carried out by it and make them available to Zumtobel at short notice on request. In addition, the Supplier undertakes to comply with the quality assurance agreement of Zumtobel.

2. If the delivery item is subject to the provision of a special quality control as part of the acceptance, the costs for personnel shall be borne by Zumtobel, the material ones shall be borne the Supplier, unless otherwise agreed.

3. If an additional quality control is necessary as a result of defects detected, the costs for personnel shall also be borne by the Supplier. The same applies if the delivery item is not presented to the quality representative at the time specified in paragraph 2.

4. After prior agreement with the Supplier, Zumtobel is entitled, unless otherwise agreed, to carry out, at its own expense, the quality audits at the Supplier's premises.

XII. Proof of Origin, Sales Tax and Export Restrictions

1. The Supplier shall provide Zumtobel, at its own expense, with all necessary proof of origin and all necessary information in signed form at the latest upon delivery. The same applies to sales tax proof required in individual

cases for deliveries abroad and domestic ones.

2. The Supplier must immediately inform Zumtobel if a delivery is wholly or partially subject to export restrictions in accordance with German or other applicable law. If it is necessary to obtain an export license for delivery to Zumtobel, the Supplier is responsible to obtain it.

XIII. General Provisions

1. All changes and / or amendments to the respective order and these General Terms and Conditions of Procurement must be in writing. This also applies to deviations from the written form requirement itself.

2. If these General Terms and Conditions of Procurement for goods and services stipulate that declarations or notifications must be made in writing, the written form shall also be complied with by the use of the text form, i. by fax or e-mail.

3. If the Supplier is not able to meet its due liabilities on time, if it ceases its payments or the insolvency proceedings (including the preliminary insolvency proceedings) are established on the assets of the Supplier, then Zumtobel is entitled to withdraw from the order in relation to the part of the order that the Supplier has failed to meet yet. This right of withdrawal must be exercised by the Zumtobel at the latest within one month after becoming aware of the above circumstances.

4. Partial or complete subcontracting of supplies or services by the Supplier is not permitted without the prior written consent of Zumtobel. In the event that Zumtobel agrees to subcontracting, the Supplier must ensure compliance with the provisions of these General Terms and Conditions of Procurement by the subcontractors, including also compliance with the quality assurance agreement reached with Zumtobel.

5. German law shall be exclusively applied, excluding the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG).

6. If the Supplier is a merchant, a legal person under public law or a special fund under public law, the place of jurisdiction is the registered office of Zumtobel.

7. The place of fulfilment for all contractual obligations is the registered office of Zumtobel

in ... or the shipping address or site of use / unloading site designated by Zumtobel .

8. Zumtobel collects, processes and uses personal data of the Supplier such as name, address, telephone number or e-mail address only insofar as this is permitted by a legal provision, in particular insofar as this is necessary for the establishment, stipulation or modification of this contractual relationship or as far as the Supplier has expressly consented to the use of the data. The data are also delivered to third parties only under the aforementioned conditions or, if Zumtobel has been ordered by a court or other authorities to pass on the data of the Supplier.

9. If a provision of these General Terms and Conditions of Procurement is or become ineffective, the validity of the remaining provisions shall not be affected thereby.