

# **Terms and Conditions of Purchase**

**of the company**

**YKK STOCKO FASTENERS GmbH**

represented by its managing directors, Takashi Ohara and Toru Yamamoto  
**Kirchhofstr. 52, 42327 Wuppertal, Germany**

**as of November 2020**

## **1. Area of Application**

**1.1** The business relationship between YKK STOCKO FASTENERS GmbH (User) and the Supplier shall be exclusively governed by the following Terms and Conditions of Purchase in the version applicable upon placement of the order / conclusion of the agreement. In particular, they shall also apply if we accept the delivery/service without reservation despite being aware of deviating terms of our Supplier. Deviating terms of the Supplier shall not be recognised, unless the User gives its explicit written consent to their applicability.

**1.2** Our Terms and Conditions of Purchase shall only apply vis-à-vis entrepreneurs acc. to Section 14 BGB (German Civil Code).

## **2. Conclusion of Agreements**

**2.1** The delivery must be in line with the order; delivery dates shall be binding.

**2.2** All arrangements made between us and the Supplier for the execution of the agreement shall be laid down in writing upon conclusion of the agreement. Side agreements shall require our written confirmation to become valid and to be included in the agreement.

**2.3** Our Quality Assurance Agreement (QAA), as amended, shall apply. The QAA shall contain the binding definition of the technical framework conditions required to achieve the jointly sought quality objective.

## **3. Force Majeure**

**3.1** Force majeure shall exempt the contracting partner affected by the event of force majeure from the performance obligations for the duration of the default and to the extent of its effect. The affected contracting partner shall be obliged to immediately provide the necessary information within the scope of reasonable efforts and to adapt its obligations to the changed conditions in good faith.

**3.2** We shall be exempt, in whole or in part, from the obligation to accept the agreement objects and shall be entitled to rescind from the agreement in this respect if the delivery/service can no longer be exploited by us or is no longer reasonable for us, taking into account economical aspects, due to the delay caused to us by the event of force majeure.

**3.3** Force majeure within the meaning of these Terms and Conditions of Purchase and within the meaning of the respective individual agreement shall only be a company-external event induced from the outside by elementary forces of nature or by acts of third parties that is foreseeable according to human judgement and experience, cannot be prevented or rendered harmless by economically bearable means, even when applying any kind of utmost care that can be reasonably expected given the state of affairs, and must not be accepted by operating companies due to its frequency either, such as war, dangers of war and natural disasters.

#### **4. Passing of Risk**

**4.1** The place of performance shall be our registered office.

**4.2** In the case that goods are sent, the risk shall pass to us once delivery has been carried out at our factory premises.

**4.3** Exceptions shall apply only if they have explicitly been agreed in writing.

#### **5. Terms of Payment**

**5.1** Unless otherwise stated, the order prices shall be deemed to be stated in euros, including VAT and delivery costs.

**5.2** Invoices must be submitted to us separately and completely with all related documents and data following successful delivery, in compliance with the relevant legal regulations and in due form. We shall be obliged to pay for the agreement objects within the agreed term of payment only after receipt of a proper invoice meeting the requirements above.

**5.3** Payments may be effected, at our option, by cheque, bill of exchange or bank transfer.

**5.4** We shall be deemed to come into default with our payment obligation from the respective individual agreement only following prior written reminder by the Supplier.

**5.5** In case of advance payments, the Supplier shall be obliged, upon our first request, to provide an unlimited, directly enforceable bank suretyship in the amount of the advance payment.

**5.6** If the event of any delivery contrary to agreement in whole or in part or in the event of non-delivery, any payments already effected by us must be repaid without delay. At our option, they may also be subsequently offset against other receivables.

**5.7** Any assignment of the receivable existing against us shall be possible only after we have given our written consent; otherwise, this shall be excluded.

**5.8** The Supplier shall have offset rights only if they are either based on the same contractual relationship or its counter-claims have been legally established, are undisputed or have been recognised by us. Moreover, the Supplier shall be authorised to exercise a right of retention only to the extent that its counter-claim is based on the same contractual relationship.

## **6. Partial Performances / Excess & Short Delivery**

The Supplier shall not be entitled to partial performances and/or excess or short deliveries, unless we have given our written consent. In this case, we shall be entitled to send the goods back to the Supplier at the latter's risk and expense.

## **7. Warranty / Liability**

**7.1** Any incoming goods inspection of the objects of the agreement by us shall be limited to an examination as to whether the agreement objects delivered correspond, by quantity, to the respective quantities ordered, show any obvious transport damage visible on the outside and whether the agreement objects delivered conform to the agreement objects ordered (identity). The period of notice for these aforementioned defects shall be two weeks. The period of notice for all other obvious defects as well as for hidden defects shall be two weeks from the date of discovery. Any further notice of defects and examination duties on our part shall be excluded.

**7.2** Where any defect exists in the purchase item, we shall be entitled, at our option, to demand subsequent performance in the form of removal of defects or by delivery of a new item.

**7.3** If subsequent performance fails, we shall be entitled, at our option, to rescind from the agreement or to reduce the price.

**7.4** Our claims for defects in the items delivered to us shall come under the statute of limitations upon expiry of two years following the passing of risk.

**7.5** If any claim is asserted against us or our customer, for any reason whatsoever, within the framework of a recall or exchange campaign, we shall be entitled to claim damages from our Supplier if and to the extent that its delivery or behaviour had been defective and the cause of the damage. Such claims shall be subject to the regular statute of limitations.

## **8. Secrecy**

We reserve rights of ownership and copyrights to illustrations, drawings, calculations and other documents. This shall also apply to the agreement content and any written documents identified as "confidential". Before they may be passed on to third parties, the Supplier shall require our explicit written consent.

## **9. Means of Production**

It shall be up to the Supplier to manufacture, service and renew, as appropriate, the means of production required to manufacture the goods (models, samples, descriptions, dies, tools, gauges, drawings and similar) at its expense. If we provide the Supplier with means of production, they shall remain in our ownership and must be returned to us once the orders

have been dealt with. Any objects that had been developed or enhanced in cooperation between the Supplier and us may exclusively be delivered only to us.

## **10. Entrepreneurial Responsibility**

Within the framework of its entrepreneurial responsibility, the Supplier shall acknowledge that human rights shall remain protected in the manufacture of products and/or in the provisioning of services, labour standards shall be complied with and discrimination as well as forced and child labour are not tolerated. The Supplier shall confirm that it neither tolerates, nor engages in, in any manner whatsoever, any kind of corruption and bribery. The Supplier shall be obliged to adhere to the YKK EMEA Group / Business Partner Code of Conduct. The Supplier shall also undertake to oblige its upstream suppliers to adhere to the YKK EMEA Group / Business Partner Code of Conduct.

## **12. Final Provisions**

**12.1** The laws of the Federal Republic of Germany shall apply. The application of the UN Sales Law shall be excluded.

**12.2** Where the Supplier is a merchant, our registered office shall be the place of jurisdiction.

**12.3** If individual articles are legally ineffective, the remainder of the agreement shall still remain binding. Instead of the ineffective articles, where existent, the legal regulations shall apply.