

## General Terms and Conditions of Purchase of Realworld One GmbH + Co. KG

### § 1 – Scope of Application

- 1.1 These general terms and conditions of purchase as set forth herein (referred to hereinbelow as the “**Terms and Conditions**”) of Realworld One GmbH + Co. KG (referred to hereinbelow as “**RW1**”) shall apply exclusively.

### § 2 – Offer and Offer Documentation, Confidentiality

- 2.1 You undertake to accept RW1’s order within eight days from the receipt of the order. Otherwise RW1 can revoke the order at any time thereafter. Such revocation shall not give you any rights and/or claims of any kind against RW1.
- 2.2 If and to the extent that you receive from RW1 any information, books, letters, memoranda, writings, drawings, formulas, compositions, processes, patents, inventions, discoveries, improvements or ideas, and generally of any information or data which is not generally known concerning RW1 and/or RW1’s fields of expertise and/or any other know-how of RW1 (referred to hereinbelow collectively as the “**Information**”), you undertake to treat such Information as confidential. You shall not disclose such Information to third parties and make no use of such information for yourself and/or others outside of the cooperation between yourself and RW1 under the present contract.
- 2.3 If and to the extent that such Information is incorporated in documents or plans or in any other form (including digitized forms), you shall hand back such Information (including any copies) to RW1 upon RW1’s demand. Any internal materials which you may have generated and which incorporates RW1’s Information must be destroyed.
- 2.4 You recognize that the Information is the exclusive property of RW1 and that hence the right to apply for protection rights and generally to make commercial or other use of the Information belongs to RW1. However, your obligation of confidentiality shall not apply to any Information (i) which, at the time of disclosure, is in the public domain and/or already known by you, (ii) which, after disclosure, is published or otherwise becomes generally available to the public without your fault, or (iii) which you receive from a third party through no breach of an obligation of confidentiality. The obligation of confidentiality shall cease moreover ten years after the end of the cooperation between you and RW1 under this contract.

### § 3 – Prices and Payment Terms

- 3.1 The prices as shown in RW1’s order are binding. Unless agreed otherwise in writing, the price as shown in RW1’s order is understood to be “DDP” (“delivered duty paid”, Incoterms 2000), hence including transport, insurance and packaging. The restitution of the packaging shall take place only upon a special agreement. You confirm that you are familiar with said Incoterm.
- 3.4 RW1 shall pay within 60 days net or within 14 days by applying a discount of 2%.

### § 4 – Supply Period, Time of the Essence

- 4.1 The date of supply stipulated in RW1’s order shall be binding.
- 4.2 You understand that for all supplies to RW1 time is of the essence.

### § 5 – Passage of Risk, Documents

- 5.1 Delivery shall take place “DDP” (“delivered duty paid”, Incoterms 2000).

### § 6 – Representations and Warranties, No Duty to Examine

- 6.1 You undertake and warrant that the Goods to be supplied are in conformity with any specifications, drawings, production instructions as well as all applicable laws, norms and regulations.
- 6.2 You undertake and warrant that the Goods to be supplied are new, of good quality and workmanship, free from defects and can be used for the purpose agreed upon between you and RW1 and/or for the purposes for which goods of such kind must be anticipated to be used.
- 6.3 You undertake and warrant that the Goods to be supplied have been produced and/or performed in full compliance with your quality control system which you shall prove at RW1’s request.
- 6.4 You undertake and warrant to examine the goods to be delivered prior to shipment and to use such packaging material only that ensures their safe and undamaged arrival. RW1 shall be under no obligation to accept the goods upon their arrival. If and to the extent that RW1 conducts sample examinations of the goods upon arrival pursuant to accepted statistical methods, RW1 shall have the right to completely reject the supplies if more than \_\_\_\_\_% of the sample are defective and/or to examine 100% of the goods and/or to request replacement of any defective goods.
- 6.6 Any claims by RW1 under §§ 6.1 to 6.5 shall be subject to a statute of limitations of 36 months from the date of the passage of risk.

### § 7 – Products Liability, Hold Harmless, Insurance Coverage

- 7.1 In the event that RW1 is held liable by a third party on grounds of products liability, you shall hold RW1 harmless if and to the extent that the cause for such liability is your product and/or a circumstance that occurred under your control and you are liable to the third party yourself.

### § 8 – Protection Rights

- 8.1 You undertake and warrant that the acceptance of delivery and/or the use of your Goods shall not infringe patent rights, copy rights and/or other protection rights of third parties within the European Economic Area.
- 8.3 Any claims by RW1 under §§ 8.1 to 8.2 shall be subject to a statute of limitations of ten years from the date of the passage of risk.

### § 10 – Miscellaneous Provisions

- 10.2 In the event that one or several of the provisions contained in these Terms and Conditions are or become invalid, this shall not affect the validity of the remaining provision. The invalid provision shall be replaced by such valid provisions shall apply that comes closest to the aim of the invalid provision in keeping with the economic targets of these Terms and Conditions. This § 10.2 shall apply by analogy if these Terms and Conditions contain a lacuna.
- 10.3 In the event of a dispute arising out of or in connection with these Terms and Conditions and/or the contract between you and RW1, the courts of RW1’s statutory seat shall have exclusive jurisdiction; RW1 shall however have the right to bring suit at your statutory seat and/or residence.
- 10.4 These Terms and Conditions and the contract between you and RW1 shall be subject to Swiss law. The United Nations Convention on the International Sale of Goods and choice of law rules shall not apply.