

**WAVIN  
TERMS AND CONDITIONS OF PURCHASE**

UNLESS THERE IS A WRITTEN AGREEMENT COVERING THE PURCHASE OF THE SAME PRODUCTS BETWEEN THE ENTITY NAMED IN THE PURCHASE ORDER ("SUPPLIER") AND THE MEMBER OF THE WAVIN GROUP ACQUIRING THE PRODUCTS (AS DEFINED BELOW) ("WAVIN") (EACH OF THEM ALSO REFERRED TO AS A "PARTY", AND COLLECTIVELY AS THE "PARTIES"), ANY PURCHASE OF PRODUCTS BY WAVIN ARE SUBJECT TO THESE TERMS AND CONDITIONS OF PURCHASE (THE "TERMS AND CONDITIONS"). SUBJECT TO THE FOREGOING, ANY PREVIOUS AGREEMENTS ENTERED INTO BY AND BETWEEN THE PARTIES ARE HEREBY REPLACED BY THIS AGREEMENT (AS DEFINED BELOW) AND ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY SUPPLIER (INCLUDING ANY GENERAL TERMS AND CONDITION OF SALE BY SUPPLIER) THAT SUPPLIER SEEKS TO IMPOSE OR INCORPORATE ARE EXPRESSLY REJECTED AND SHALL NOT BE BINDING UPON WAVIN UNLESS EXPRESSLY ACCEPTED IN WRITING BY WAVIN'S AUTHORIZED REPRESENTATIVE WITH SPECIFIC REFERENCE TO THOSE TERMS. ANY DELIVERY OF PRODUCTS AND/OR SERVICES SHALL CONSTITUTE ACCEPTANCE OF THESE TERMS AND CONDITIONS.

**I GENERAL CONSIDERATIONS**

**1. Applicability and definitions**

1.1 These Terms and Conditions shall apply to every offer or quotation from the Supplier which concerns sales or provision of Products (as defined below) to or for the benefit of Wavin, every amendment thereof or addition thereto, as well as all (legal) acts in preparation for and/or execution of the Agreement (as defined below).

1.2 In these Terms and Conditions, the following terms shall have the following meaning:

- 1) Applicable Law: means any law, statute, order, decree, rule, injunction, license, permit, consent, approval, agreement, regulation, interpretation, treaty, judgment, or legislative or administrative action of a competent governmental authority, which applies to the supply or provision of Products and/or Services.
- 2) Agreement: means a Purchase Order, together with these Terms and Conditions.
- 3) Performance: any performance which the Supplier delivers or arranges to be delivered to Wavin pursuant to the Agreement, such as provision of Products, Services and/or Works in whatever form and/or the results thereof and/or all activities necessary for that purpose, in executing the Agreement in full.
- 4) Products: all goods, materials, Works and other items which the Supplier supplies or arranges to be supplied to Wavin pursuant to an Agreement, including any associated designs, drawings and models. Where applicable, a reference to Products may also comprise a reference to associated Works and Services;
- 5) Purchase Order: means Wavin's order for the Products or Services submitted in accordance with clause 2;
- 6) Services: means the services (including digital services) Supplier has agreed to perform to Wavin under the Agreement, which the Supplier performs or arranges to be performed on Wavin's instructions, whether or not in return for payment, such as the provision of (technical) advice, designs or calculations, administrative or consultancy services, etc.;
- 7) Supplier: has the meaning given to it in the introduction;
- 8) Terms and Conditions: has the meaning given to it in the introduction;
- 9) Wavin: has the meaning given to it in the introduction;
- 10) Work: all works of a material nature which the Supplier establishes or arranges to be established on Wavin's instructions;

1.3 In the Agreement,

- (a) A reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a Party includes its successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (e) A reference to writing or written includes fax and email.
- (f) The introduction and the Appendix shall form part of these Terms and Conditions.

1.4 In the event of a conflict between a term in this Agreement and any other document agreed between the parties, the term in this Agreement shall prevail. In the event of a conflict between a translated term in a document or this Agreement and the English equivalent, the English equivalent shall prevail.

1.5 The country-specific provisions set forth in Appendix 1 are hereby incorporated into these Terms and Conditions. In the event of a conflict between a term in a Purchase Order, the country-specific provisions and these Terms and Conditions, the term in the document first mentioned shall prevail.

## **2. Formation, amendment, and termination of the Agreement**

- 2.1 These Terms and Conditions apply to each Purchase Order and any additional or different terms proposed by Supplier (including any general terms and condition of sale by Supplier) that the Supplier seeks to impose or incorporate are expressly rejected, regardless of whether the Supplier refers to those terms in a request for a quotation, other communication addressed to Wavin or otherwise, and shall not be binding upon Wavin unless expressly accepted in writing by Wavin's authorized representative with specific reference to those terms.
- 2.2 Requests for a quotation shall not be binding on Wavin, but shall be an invitation to issue a quotation. Quotations shall be valid for a minimum period of 30 calendar days. Any costs attached to issuing a quotation shall not be reimbursed by Wavin.
- 2.3 In the event of apparent errors, incompleteness of or inconsistencies in a quotation or Purchase Order, Supplier must inform Wavin accordingly before starting the execution or supply thereof. The consequences of failure to do so shall be entirely at the Supplier's expense and risk.
- 2.4 Wavin shall not be obliged to conclude an agreement with the party quoting the lowest price. Furthermore, Wavin shall not be required to provide information on whether or not it concludes an agreement with parties other than the Supplier. If no Agreement is formed, all the information which Wavin provided to the Supplier must be returned to Wavin free of charge if the latter so requests and any information supplied shall be deemed Confidential Information under these Terms and Conditions.
- 2.5 An Agreement shall only come into force if Wavin accepts a quotation or Purchase Order by confirming this in writing.

## **3. Warranties**

- 3.1 The Performance to be delivered by the Supplier must comply with:
  - (a) the description and/or the specification in accordance with the Agreement;
  - (b) the reasonable expectations which Wavin may hold as regards (inter alia) the characteristics, quality and/or reliability pursuant to (inter alia) regulations and requirements of good workmanship, these Terms and Conditions, the Agreement and the description(s) in the offer or quotation concerned;
  - (c) the requirements and workmanship applying to the relevant sector;
  - (d) the timetable and/or execution schedule issued or (tacitly) approved by Wavin;
  - (e) the requirement that the persons to be involved by the Supplier are suitable for their duties;
  - (f) the requirement that the costs of (obtaining) the permits required for the execution of the Agreement are included;
  - (g) the requirement that the costs of the drawings and other preparatory activities and/ or development activities to be carried out pursuant to the Agreement are included.
- 3.2 The Supplier shall not be allowed to conclude direct agreements with the client(s) (customers) of Wavin for whom it purchases the Products under an Agreement.
- 3.3 Supplier shall comply to the most recent version of the Wavin Supplier Code of Conduct which is published at [www.wavin.com](http://www.wavin.com). Upon request of Supplier, Wavin shall send a copy.

## **4. Delivery times**

- 4.1 The delivery times agreed with regard to (parts of) the Performance to be delivered by the Supplier shall be binding. If these delivery times are exceeded, the Supplier shall automatically be in default under the Agreement without notice of default being required to that effect.
- 4.2 For each calendar day by which the aforesaid delivery times are exceeded, the Supplier shall pay to Wavin an amount of 0.5% of the total sum agreed with a maximum of 10%, which is a genuine pre-estimate of the losses incurred by Wavin.
- 4.3 The Supplier shall always be obliged to provide Wavin in time, and in all cases within 24 hours after the Supplier became aware of this or should reasonably have foreseen this, with adequate and written notification of its impending failure to meet the delivery time. Execution of the Agreement in partial deliveries shall require Wavin's prior written consent. If Wavin so requests, the Supplier shall be obliged to submit a written production or execution schedule and/or to cooperate in progress monitoring.

## **5. Amendments, contract variations**

- 5.1 Wavin shall be entitled to amend the scope and nature of the Performance to be delivered at its convenience. The Supplier must report the amendments necessary to that end in time, and in any case within eight calendar days of the request, to Wavin in writing. In addition, the Supplier undertakes to execute without delay the amendments required by Wavin, for example in drawings, models, instructions, specifications and activities.

- 5.2 If, in the Supplier's view, an amendment referred to in Paragraph 1 affects the agreed price, the performance of the Agreement and/or the delivery times, the Supplier, before making the amendment, shall inform Wavin of this in writing as soon as possible, but in all cases within eight calendar days of the request to that end or as much earlier as Wavin explicitly stated as the response period in such a request for amendment. If Wavin does not accept these effects on the price, the performance of the Agreement and/or delivery times reported by the Supplier, Wavin shall have the right to revoke the amendment. If the amendment requested by Wavin is required for Wavin to comply with applicable laws, and Wavin does not accept the effects on the price, the performance of the Agreement and/or delivery time, Wavin may terminate the Agreement. Termination pursuant to this paragraph shall not entitle either Party to claim compensation of any damage.
- 5.3 If the Supplier has not reported any effects as referred to in Paragraph 2 within the timeframes indicated, the Supplier shall be deemed to agree to the requested amendment(s) and the right to any compensation or other changes in this connection shall lapse. In case of price reductions due to the requested amendment(s), Wavin shall be entitled to a pro rata reduction of the price.

## 6. Price

- 6.1 The agreed price shall be fixed and binding. The price cannot be increased as a result of changes in circumstances and factors that are not attributable to Wavin, such as exchange rates, rise in energy prices, freight rates, import or export duties, excise duties, levies and other taxes, prices of raw materials or semi-finished products, wages and other services owed by the Supplier to third parties.
- 6.2 Unless the Supplier proves the contrary, the price shall also be deemed to include:
- (a) import duties, excise duties, levies and taxes (with the exception of VAT);
  - (b) charges and other levies or costs incurred when applying for the permits required for the Performance;
  - (c) fees for the use of intellectual and industrial property rights, including any software;
  - (d) all costs relating to or arising from the delivery of the agreed Performance;
  - (e) the costs of packaging, transport, storage, insurance, premiums, installation and putting into operation on location. This also applies to goods made available by Wavin in the execution of the Agreement;
  - (f) all other costs borne by the Supplier pursuant to the Agreement;
  - (g) all that is necessary for the proper execution of the Agreement, taking account of the applicable standards, regulations and requirements of good workmanship, even if these were not expressly mentioned in the Agreement.

## 7. Invoicing and payment

- 7.1 The Supplier shall not invoice the amounts owed by Wavin any earlier than on the earlier of the date of the delivery of the Performance or the date on which the Performance was accepted by Wavin. If the Agreement was implemented completely and correctly, Wavin shall pay the invoiced amount within 60 days of receiving and approving the invoice, unless otherwise agreed in writing between the Parties. Payment shall not be deemed acceptance of the Performance delivered and shall not release the Supplier of any obligation towards Wavin. Only invoices mentioning the Purchase Order number will be accepted by Wavin.
- 7.2 If the information which the Supplier must (periodically) submit to Wavin for the execution of the Agreement and/or the agreed security has not been received, or not in the correct form, Wavin may suspend the payment of invoices. The same applies if the documents referred to in Paragraph 6 are lacking or have not been signed.
- 7.3 Wavin shall be entitled to offset amounts it owes against amounts it can claim from the Supplier. The Supplier shall not be entitled to offset amounts it owes against amounts it can claim from Wavin.
- 7.4 Any invoices which Wavin receives more than six months after the delivery of the Products or the date on which Wavin accepted the Performance shall not be accepted. The Supplier's entitlement to payment of these invoices shall lapse through the mere expiry of that period.
- 7.5 If Wavin has valid reasons to assume that the Supplier is insufficiently solvent to deliver the agreed Performance in full, Wavin shall be entitled to suspend payment until the Agreement has been implemented in full or until a solvent party has provided sufficient security for compliance, which shall be exclusively at Wavin's discretion.
- 7.6 In the dated and numbered invoices, the Supplier shall in any case state the following details in a clear and orderly fashion. If these details are lacking, any payment obligation on Wavin's part may be suspended until this information is stated correctly:
- (a) Wavin's contract number (purchase number) and that of the Supplier relating to the Agreement;
  - (b) the Supplier's name, address and place of residence or business;
  - (c) the period and the Performance delivered to which the invoice relates;

- (d) a reference to the “VAT reverse charge mechanism” if this applies to the Agreement. The same applies to the amount of VAT;
- (e) the Supplier’s complete bank details;
- (f) the wage costs, if applicable;
- (g) the confirmation note and/or time sheets signed by Wavin;
- (h) The Supplier’s Chamber of Commerce registration number and VAT number.

7.7 If Wavin owes interest to the Supplier, this interest shall be simple and equal to the six-month Euribor rate increased by a surcharge of 100 basis points. This shall be based on the one-month rate applicable on the due date of the invoice. No compound interest shall be paid.

7.8 If Wavin exceeds a payment term or does not pay an invoice, the Supplier shall not be entitled to terminate or suspend the agreed Performance.

## **8. Duty of disclosure, checks, approval and consent**

8.1 The Supplier shall inform Wavin immediately and in writing of any circumstance that is likely to affect or prevent the execution of the Agreement. Wavin shall be entitled, at its reasonable discretion and at the Supplier’s expense, to take necessary and reasonable measures and/or demand amendment of the Agreement in order to prevent disadvantages or damage as a result thereof. In addition, Wavin may on these grounds terminate the Agreement. The foregoing shall also apply if Wavin suspects on other reasonable grounds that such a circumstance exists.

8.2 Wavin shall have the right but not the obligation to check the manner in which the Supplier implements the Agreement. To this end, Wavin may take all reasonable measures which Wavin considers necessary, such as inspecting the locations where the Performance is executed wholly or in part (whether or not accompanied by experts) and checking or auditing the Supplier’s accounts with regard to the execution of the Agreement.

## **9. Material failure**

9.1 Every material failure in the (timely) fulfilment of the Supplier’s obligations shall give Wavin the right to terminate the Agreement in accordance with clause 12.2.

## **10. Remedies guarantees and Product Warranty**

10.1 Any faulty Performance shall be rectified immediately at the Supplier’s expense, or shall be carried out or delivered again by the Supplier free of defects, without prejudice to Wavin’s right to claim damages and other compensation under applicable law. In case of failure of (timely) fulfilment by the Supplier of its obligations to rectify such faulty Performance, Wavin shall be entitled to assign such performance to another supplier at the risk and the costs of Supplier. If the Products supplied or the result of the Services or Works provided should be wholly or partly lost or appear to be unsuitable for the purpose for which they are intended within the statutory time limit, this shall be regarded as the result of failure in the execution of the Agreement, unless the Supplier proves the contrary.

10.2 Any warranty agreed shall remain without limiting any right of Wavin’s under the law in the event of any failure in the execution of the Agreement. If the Supplier fails in the execution of the Agreement, Wavin, in urgent cases, for example in which the repair of the defect cannot reasonably be postponed, or in cases in which it must reasonably be assumed that the Supplier cannot or will not arrange the repair or replacement, or cannot or will not do so properly or in time, shall have the right to carry out the repair or the correct execution, or arrange for this to be done, at the Supplier’s expense. Whether a case is urgent shall be exclusively at Wavin’s reasonable discretion. In such urgent case, no notice of default is required and the Supplier shall be deemed to be in default by sole operation of law. If it should afterwards appear that the situation was not urgent, this shall not affect the operation of this provision.

10.3 Supplier’s Products are warranted to be free from defects in material and workmanship, for the period of 24 months from the date of shipment.

10.4 If Wavin is of the opinion that it reasonably needs to take action to prevent further damages (for example by executing a product recall) Wavin shall be entitled to compensation by Supplier of all connected costs.

## **11. Suspension**

11.1 Wavin shall be entitled to oblige the Supplier to suspend the execution of the Agreement for reasons of Wavin’s own reasonable discretion for the duration of a period to be specified by Wavin. Wavin shall reimburse the actual direct and reasonable costs demonstrably incurred as a result thereof by the Supplier, unless the suspension is attributable to the Supplier. No further damages or other compensation shall be paid to Supplier.

11.2 The Supplier shall be obliged to keep the costs arising from such a suspension to a minimum by taking appropriate effective measures.

## **12. Termination of the Agreement**

12.1 Without prejudice to the other provisions regarding (early) termination, Wavin may terminate the Agreement immediately in the following cases:

- (a) if the Supplier or the party that guaranteed the Supplier's obligations or provided security applies for a provisional moratorium. The same applies if the Supplier is declared insolvent, is wound up voluntarily or involuntarily, ceases substantial business activities, decides to wind up its business, or files a winding-up petition or applies for a moratorium;
- (b) if there are changes in the Supplier's direct or indirect shareholders, insofar as this, in Wavin's reasonable opinion, entails a considerable increase in risks for Wavin;
- (c) if an attachment is made against the Supplier or if the Supplier's assets are threatened with attachment or other judicial measures;
- (d) the Supplier is involved in any fraudulent, misleading and/or unlawful activities;
- (e) Wavin has legitimate reasons to believe that Supplier adversely affects the reputation, good name or goodwill of Wavin or Wavin's products.

In those cases, a notice of default shall not be required and the Supplier shall be deemed to be in default by sole operation of law.

12.2 Without prejudice to the other provisions regarding (early) termination, Wavin may terminate the Agreement immediately if the Supplier is in breach and failed to remedy the breach within 30 days after having received a notice of default requiring it to remedy the breach, unless the breach is incapable of being remedied (in which case Wavin may terminate the Agreement immediately and without remedy period).

12.3 Wavin shall be entitled, in addition to the cases that may be specifically mentioned in the Agreement, to terminate the Agreement prematurely at any time without specifying the reasons for termination taking into account a notice period of three (3) months.

### **13. Intellectual property rights**

13.1 Intellectual property rights developed under or in connection with the execution of this Agreement by the Supplier, including – where applicable – patent rights and rights in software, shall be vested exclusively in Wavin. The Supplier hereby assigns and transfers, in advance, such intellectual property rights to Wavin, without any further compensation for such assignment and transfer being due.

13.2 The Supplier guarantees that the Products and Services to be supplied do not infringe intellectual property rights or any other right of third parties. The Supplier shall indemnify Wavin against all third-party claims that are based on any (alleged) infringement of such rights and shall compensate Wavin for all damage sustained as a result thereof and for the costs of putting up a defense against such a claim.

13.3 If the assignment and transfer referred to in Paragraph 1 is not possible, the Supplier shall grant Wavin a worldwide, exclusive, perpetual, assignable, royalty-free, fully paid up, and irrevocable license with the right of sublicensing (through multiple tiers of sublicensees) in respect of such intellectual property rights regarding the Products or Services to be supplied by the Supplier. The fee for this license shall be deemed included in the agreed price. Wavin may enter the license in the appropriate registers or arrange for this to be done, in which the Supplier shall cooperate as required. If a deed or other document or assistance is required by Wavin for the transfer of intellectual property rights as referred to in Paragraph 1 or the grant of a license as referred to in the present paragraph, the Supplier shall cooperate without reservation.

13.4 The Supplier shall inform Wavin immediately if third parties (are about to) infringe Wavin's intellectual property rights.

### **14. Secrecy and Data Protection**

14.1 Each Party shall comply with all applicable data protection laws. Unless agreed otherwise by the Parties, Supplier or its subcontractors will not process information relating to any identified or identifiable natural persons for Wavin or on Wavin's behalf.

### **15. Confidentiality**

15.1 "Confidential Information" means the terms of the Agreement and all non-public information, technical data or know how in whatever form and materials (including samples) concerning the business, Products, Services and/or activities of Wavin and/or its affiliates disclosed or made available to the Supplier in relation to the Agreement, whether orally or in writing, in electronic or other form, and whether or not marked as proprietary or confidential, and any information derived from the Confidential Information; provided that Confidential Information does not include information (i) known to the Supplier at the time of disclosure or rightfully obtained by the Supplier on a non-confidential basis from a third party; (ii) that is now, or hereafter becomes, through no act or failure to act on the part of the Supplier, generally known in the public; or (iii) that is independently developed by the Supplier without reliance on the Confidential Information, in each case as shown by contemporaneous documentary evidence. The Supplier shall not use the Confidential Information except for the purpose of exercising its rights or performing its obligations under the Agreement (the "Purpose"). The Supplier shall not disclose the Confidential Information to any third party except its employees and agents who have a need to know such information for the Purpose and who are bound by written nondisclosure obligations at least as stringent as those contained in the Agreement. The Supplier shall not reverse engineer any

Confidential Information, including any samples, without permission of Wavin. The Supplier shall take reasonable, prudent safeguards to prevent the use or disclosure of Confidential Information in violation hereof. The Supplier shall be responsible for the obligations of its employees and agents under the Agreement and the Supplier assumes liability for damages arising from any breach of this Agreement by its employees and agents, that would be a breach of this Agreement if committed directly by the Supplier, including without limitation, unauthorized use of Confidential Information. Upon Wavin's request, the Supplier shall promptly return all copies, whether written, electronic, or other form, of any such Confidential Information, or delete and destroy Confidential Information in a secure manner. Notwithstanding the foregoing, the Supplier may retain one copy of the Confidential Information for records management purposes, or copies in enterprise-wide archival back-up systems. Notwithstanding the destruction or retention of the Confidential Information, the Supplier shall continue to be bound by its obligations of confidentiality hereunder. In the event the Supplier is required to disclose any Confidential Information by order of a court or any government agency, by law, regulation, judicial or administrative process, the Supplier shall: (a) give prior written notice of such disclosure to Wavin, if legally permitted; (b) reasonably cooperate with Wavin, at Wavin's request and expense, to resist or limit such disclosure or to obtain a protective order; and (c) in the absence of a protective order or other remedy, disclose only that portion of the Confidential Information that is legally required to be disclosed in the opinion of counsel and assure that confidential treatment will be accorded the disclosed information. Following termination, the obligations of the Supplier under this Agreement with respect to the Confidential Information will continue in full force and effect as follows: (i) in the case of any Confidential Information that constitutes a trade secret within the meaning of Applicable Law, for as long as such information remains a trade secret; or (ii) in the case of any other Confidential Information or materials, for a term of five (5) years from the date of disclosure. Wavin shall be entitled to injunctive relief for any breach or threatened breach of this provision without the requirement of posting bond or proving damages.

## **16. Force majeure**

- 16.1 Neither Party shall be liable to the other, nor considered in breach or default of its obligations under the Agreement, to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the impacted Party's reasonable control, including but not limited to: (a) natural or man-made disasters, acts of God, fire, severe weather conditions, earthquake, strikes or other labor disturbances, flood, serious risk of kidnapping, war (declared or undeclared), regional, national or international calamities, civil unrest, or riot (all the foregoing defined as "Force Majeure"); and (b) in the case of Wavin, acts or omissions of Supplier, including failure to timely provide Wavin with any access, information, tools, material including raw materials, and approvals necessary to permit Wavin group to timely perform the required activities, shall also qualify as Force Majeure in favor of Wavin. The impacted Party shall promptly notify the other Party in the event of a delay under this clause. The delivery or performance dates shall be extended for a period equal to the time lost by reason of such delay, plus such additional time as may be reasonably necessary to overcome the effect of such delay. Supplier also represents and acknowledges that its experience and/or abilities are such, that it will meet its obligations even in cases of Force Majeure to the maximum extent possible and as permissible under Applicable Law.
- 16.2 If a delay arising through circumstances set out in this clause extends for more than 30 (thirty) days and the Parties have not agreed upon a revised basis for resuming work, then either Party (except where such delay is caused by the Supplier, in which event only Wavin), upon 10 (ten) days' written notice may terminate the Agreement.

## **17. Transfer, third parties**

- 17.1 The Supplier shall not be entitled to transfer, pledge or entrust the execution of the Agreement either wholly or in part to third parties without Wavin's prior consent, which consent shall not be withheld on unreasonable grounds.
- 17.2 The Supplier shall be fully responsible for any performance by third parties in the execution of the Agreement, as if this were its own Performance. The Supplier guarantees that (sub-)suppliers and third parties will comply with the Agreement, these Terms and Conditions and all other regulations and provisions declared applicable by Wavin.

## **18. Liability and limitations of liability**

- 18.1 The Supplier shall be liable for any damage directly or indirectly resulting from non-performance, late performance or improper performance of the Agreement or from the breach of any contractual or non-contractual obligation towards Wavin or third parties. For the purpose of this clause, third parties shall also include Wavin staff, third parties engaged directly or indirectly by Wavin or their staff.
- 18.2 Inspection, purchase and/or payment by or on behalf of Wavin shall not release the Supplier from any obligation or liability.
- 18.3 **SPECIAL OR CONSEQUENTIAL LOSSES.** THE REMEDIES PROVIDED IN THIS AGREEMENT SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF SUPPLIER (INCLUDING THIRD PARTY CLAIMS). WAVIN SHALL NOT BE LIABLE TO SUPPLIER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE SUCH AS (BUT NOT LIMITED TO), DELAY DAMAGE, DAMAGE DUE TO BUSINESS INTERRUPTION, LOST PROFITS, LOST SAVINGS, LOST REVENUE, MISSED OPPORTUNITIES, LOSS OF GOODWILL, LOSS OF DATA,

REPUTATIONAL DAMAGES OR FORFEITED PENALTIES OR FINES, WHETHER OR NOT SUCH DAMAGES ARE BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY.

18.4 **TOTAL LIABILITY.** WAVIN'S TOTAL LIABILITY UNDER OR IN CONNECTION WITH THE AGREEMENT FOR CLAIMS OF ANY KIND (INCLUDING THIRD PARTY CLAIMS) WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE ARISING OUT OF THE PERFORMANCE/NON-PERFORMANCE OR BREACH OF THE AGREEMENT, INCLUDING ANY OTHER COMPENSATION UNDER THE AGREEMENT, OR THE PROVISION OF ANY PRODUCTS OR SERVICES SHALL NOT EXCEED THE AMOUNT PAID OR PAYABLE FOR THE SPECIFIC PRODUCT OR SERVICE THAT GIVES RISE TO THE CLAIM.

18.5 **WILLFUL MISCONDUCT.** THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE IN THIS CLAUSE SHALL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE MANDATORY LAW AND SHALL NOT APPLY IN CASE OF WILLFUL INTENT OR DELIBERATE RECKLESSNESS OF SUPPLIER OR ITS MANAGEMENT.

## 19. Insurance

19.1 The Supplier shall be obliged to take out and retain adequate insurance at its own expense for its liability in the widest sense of the word towards Wavin and third parties with regard to the obligations and risks ensuing from the Agreement. Such liability shall include professional liability, product liability and third-party (strict) liability. At Wavin's request, the Supplier shall be obliged to submit within ten (10) working days an insurance certificate and evidence of the insurance premiums having been paid.

19.2 The Supplier undertakes to assign all claims relating to payment(s) of insurance money to Wavin – immediately after having been held liable by Wavin – if the latter so requests.

## 20. Applicable law, dispute settlement; export controls and boycotts

20.1 The Agreement shall be governed by and construed in accordance with the applicable laws of the jurisdiction in which Wavin entity was incorporated, excluding in any case conflict of law rules. The Parties acknowledge and agree that the applicability of the United Nations Convention on Contracts for the International Sale of Goods (often referred to as the Vienna Sales Convention) is expressly excluded.

20.2 Any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the competent courts in the jurisdiction and district where the Wavin entity that entered into the Agreement is incorporated and the Parties hereby irrevocably submit to the exclusive jurisdiction of those courts for these purposes.

20.3 Nothing in the Agreement is intended, and nothing herein should be interpreted or construed, to induce or require either Party to act in any manner which is inconsistent with, penalized or prohibited under any applicable laws, regulations or decrees applicable to such Party which relate to foreign trade control, export controls, embargos or international boycotts of any type.

20.4 Supplier agrees to comply with all applicable export laws and regulations, including those of the United States and of the United Kingdom, to ensure Products, parts, and technology not used, sold, disclosed, released, transferred, or re-exported in violation of such laws and regulations. Supplier shall not directly or indirectly export, reexport, or transfer any items or technology sold to Wavin under the Agreement to: (a) any country designated under Applicable Law as a "State Sponsor of Terrorism" howsoever described; (b) any person or entity listed on a blocked, embargoed or prohibited list maintained by a competent authority under Applicable Laws; or (c) an end-user engaged in any nuclear, chemical, or biological weapons activities. If Products or Services to be exported outside the U.S. and/or EU, or other jurisdictions where laws require "dual use" statements, are considered or likely to be considered as "dual use", Supplier shall (or shall cause the end user of the Products/Service) provide to Wavin, promptly upon its request, an "End User Statement" in accordance with the applicable legal requirements. Wavin shall not be liable to Supplier for any delay and shall not be in breach of its obligations in the event of Supplier's failure or delay in providing such statement.

20.5 Notwithstanding any other provision of the Agreement, the Parties shall at all times comply with all Applicable Law in the performance of the Agreement.

## II SALE AND SUPPLY OF PRODUCTS

If the Agreement concluded between Wavin and the Supplier also covers the supply of Products, the following provisions shall apply in addition to the above provisions (clauses 1 to 20 inclusive). In the event of conflict between the above provisions and the following provisions, the latter shall prevail insofar as they concern the supply of Products.

## 21. Quality and description of the Products to be supplied

21.1 The Products to be supplied (and their production process) must:

- (a) be in agreement with what is stated in the Agreement in terms of quantity, description and quality;
- (b) in all respects correspond to and comply with the specifications declared applicable and the samples and examples shown;
- (c) be accompanied by the necessary instructions to Wavin or the latter's staff, so that they can use the Products independently;
- (d) be made of sound new materials and be well constructed;
- (e) be fit and ready for the purpose for which they are intended;
- (f) be made of components and raw materials of which the origin can be traced;
- (g) be accompanied by the necessary documents, such as packing lists, (warranty and quality) certificates, attestations, drawings, instruction manuals, lists of spare parts and maintenance regulations;
- (h) comply in all respects with all the applicable statutory requirements, regulations and European directives (such as the CE and EMC hallmarks and rules regarding REACH) in terms of their design, composition and quality;
- (i) bear a type, serial and machine number and an indication of the country of origin in the form of an adequate mark applied by the manufacturer or importer. If this is not possible, the packaging of the supplies shall bear such marks;
- (j) be accompanied by an invoice to Wavin which also states the names of the manufacturer and the importer, as well as the type and production number, if this involves a party other than the Supplier.

21.2 Supplier shall at any time during the Agreement ensure that all substances (in its own, or as an ingredient in preparations or in articles) as defined in the Reach regulation (published at [www.echa.europa.eu](http://www.echa.europa.eu)) delivered to Wavin are (pre)registered at and authorized by ECHA in due times according to the REACH regulation to the extent such regulations apply to the Products delivered pursuant to this Agreement. Upon request Supplier shall provide proof thereof. Supplier shall ensure that Wavin's use of the delivered substances is included in any registration and request for authorization at ECHA and in the Safety Data Sheets and Exposure Scenario's belonging to substances (in itself, in preparations or in Products) delivered to Wavin. Supplier guarantees that the delivered Products shall not contain SVHC as defined in the Reach regulations above 0,1 % in weight. In case Supplier decides to terminate the sale of a certain substance (in its own, or as an ingredient in preparations or in articles) delivered to Wavin, Supplier shall inform Wavin beforehand with a six months written notice. In case Supplier decides no longer to include a certain substance in a preparation or a Product delivered to Wavin without notifying Wavin, Supplier warrants this shall not be of any influence of the quality of the preparation and/or the Product. Supplier shall be liable for all damages of Wavin including penalties as a consequence of the non-fulfilment by Supplier of the obligations as mentioned in this clause 21.2 and Supplier shall indemnify Wavin of all third party claims to this respect.

## 22. Inspection and testing

22.1 Wavin shall be entitled to subject the Products to be supplied to inspections, tests and checks (hereinafter "Inspection"), or to arrange for this to be done, before, during and after delivery, whether or not in the presence of the Supplier. The Inspection shall be carried out in the manner to be determined by Wavin.

If Wavin identifies a visible defect in a Product and informs Supplier of that visible defect no later than seventy-two (72) hours from delivery and during the applicable warranty period set out in clause 3, and such Product is found by Wavin to be defective at Wavin's sole discretion, then Supplier as the sole remedy shall repair or replace, at its sole discretion, either the Product or the defective part.

22.2 If a specific Inspection has been agreed between Wavin and the Supplier, the Supplier must present the Products supplied or installed for this Inspection at the agreed location and on the agreed date, and if no date has been agreed, at the earliest moment when the Inspection can take place. If no Inspection procedure has been agreed, the Parties shall decide in joint consultation in accordance with what generally acceptable procedure the Inspection will be carried out. Thereby the point of departure shall be that the Inspection must be customary in the relevant sector and/or for the relevant Products.

22.3 The Inspection shall have been completed successfully if the Supplier receives a written communication to this effect from Wavin, which may list small defects that constitute no obstacle to putting the Products into full operation. Small defects shall be rectified by the Supplier free of charge within five working days of the receipt of the aforesaid communication, and if this appears to be impossible within reason, as soon as possible after that.

22.4 If the Products are fully or partially rejected after Inspection, Wavin shall report this in writing to the Supplier, stating the reason for this.

22.5 If it appears that the Products, regardless of the results of the Inspection, do not comply with the warranty provisions or specifications pursuant to the Agreement and other applicable criteria, the Supplier shall at its own expense repair or replace – such at Wavin's discretion – the Products on demand within five working days of having received this demand. Thereafter the Products shall again be subjected to an Inspection pursuant to the provisions of this clause 22. All costs associated with the new Inspection shall be borne by the Supplier. The foregoing shall not affect any other right of Wavin, such as the right to terminate the Agreement or to claim compensation in accordance with the law.



22.6 If the Supplier does not collect the rejected Products within ten working days of the date of Wavin's written communication to this effect, Wavin shall have the right to return the rejected Products to the Supplier at the latter's expense and shall be entitled to a refund of any amounts already paid within 14 days.

### **23. Transport, packaging, storage and installation**

23.1 Unless otherwise specified in writing or mentioned in the Purchase Order, delivery of Products shall be Delivery Duty Paid ("DDP") to the location indicated by Wavin.

23.2 The Supplier shall be obliged to provide proper packaging, security and proper transport in conformity with all applicable regulations. The costs of packaging, transport, storage, insurance and installation of Products, including the items made available by Wavin, shall be borne by the Supplier. Damage caused during loading, transport and/or unloading shall be at the Supplier's expense, even if the damage is detected at a later time. The Supplier shall be responsible for removing or processing packaging materials, dirt, waste and superfluous material at its own expense insofar as these result from or relate to the supply of Products or Performance of activities falling under the Agreement. In doing so, the Supplier shall observe the laws and regulations applicable at that time.

23.3 The Supplier shall be obliged to keep a stock of spare parts for the items supplied during the customary lifespan of these items, in any case during a period of at least ten years after the supply of the Products concerned, to be sold and delivered on identical terms.

23.4 The date of delivery shall be understood to mean the day on which the Supplier presents the Products for the first time for delivery or in fulfilment of the Agreement to Wavin at the agreed delivery address.

23.5 If Wavin requests the Supplier to postpone the delivery, the Supplier shall store, secure and insure the Products to be supplied appropriately packed and clearly marked as intended for Wavin, whereby only reasonable costs which must be incurred within reason by the Supplier shall be eligible for reimbursement.

### **24. Transfer of ownership and risk**

24.1 The ownership of the Products shall pass to Wavin in conformity with the provisions of clause 23. In the event that Wavin makes payments prior to delivery, the ownership (title) of the Products, in proportion to the amount paid, shall pass to Wavin at the moment of payment. In that case, the Supplier must ensure that the Products are identified and kept identifiable as much as possible and the Supplier shall count as the holder for Wavin in respect of those Products. No retention of title or any other security interest shall exist for the Supplier after the delivery to Wavin.

24.2 The risk of loss of or damage to the Products shall only pass to Wavin at the moment when both the actual delivery and the transfer of title to Wavin have taken place in accordance with the Agreement. If the installation of the Products has been agreed, the Supplier shall bear all the risk in respect of the Products until these have been installed and accepted or put into operation by Wavin, regardless of whether Wavin already has full title to these Products.

24.3 If Wavin makes items available to the Supplier for the execution of the Agreement (including raw materials, semi-finished products, materials and components, models, specifications, drawings, software and information carriers), these items shall remain Wavin's property. Subject to Wavin's written consent, the Supplier shall refrain from acting or failing to act in such a way with regard to these items that Wavin loses the ownership thereof, whether by specification, accession, confusion of property or in any other way whatsoever. Furthermore, the Supplier shall guarantee that the items are not encumbered or burdened with third-party rights. The Supplier shall have no right of retention or right of suspension in respect of these items. After the execution of the Agreement, these items must be returned in good condition.

### **25. US Export**

25.1 If the Products incorporate (American) technology that comes under the US Export Administration Regulations and/or US export control laws, the Supplier shall be obliged to notify Wavin of this in time in accordance with the relevant provisions, failing which the consequences shall be for the risk and account of the Supplier.

## **III SERVICES & CONTRACTING OF WORK**

If the Agreement concluded between Wavin and the Supplier also covers the supply of Services and contracting of work (Work), the following provisions shall apply in addition to the above provisions (clauses 1 to 25 inclusive). In the event of conflict between the above provisions and the following provisions, the latter shall prevail insofar as the supply of Services or Work are concerned.

### **26. Provision of data**

26.1 The Supplier shall submit all information required under applicable law and regulations, such as but not limited to information required to meet financial and administrative obligations. If Wavin has not received one or more of the

requested documents within ten (10) days of making the request, Wavin shall be entitled to suspend payment until the moment of receipt, or to terminate the Agreement without any liability.

26.2 Every change in the data submitted under clause 26.1 must be immediately reported to Wavin in writing.

## **27. Delivery schedule**

27.1 If Wavin so requests, the Supplier shall submit an delivery schedule showing, inter alia, the start and completion times of the successive parts of the Services and the Work and the staff members deployed. If it has been agreed that Wavin will deploy equipment, the times of this deployment shall also be stated in this execution schedule. After approval by Wavin, the delivery schedule shall form part of the Agreement.

27.2 The Supplier shall report on the progress of the Services and the Work and all related aspects as agreed, and in the absence of such an agreement on a regular basis in order to enable Wavin to monitor the progress sufficiently.

## **28. Supplier's staff**

28.1 The Supplier shall be responsible for the day-to-day management and the supervision of the execution of the Services and the Work. The number of authorized and competent supervisors which the Supplier makes available for this purpose must be in agreement with the scope and nature of the Performance and the reasonable requirements set by Wavin in this respect.

28.2 The Supplier guarantees that the Performance to be executed by its staff shall be carried out in an expert and professional manner, without interruptions. The staff members shall comply and continue to comply with the agreed and in all cases the required level of training, expertise and experience.

## **29. Health, safety, and the environment (HSE)**

29.1 The Supplier shall be responsible for health, safety and adequate environmental conditions at the location where the Work is carried out and for compliance with all the applicable HSE statutory regulations, standards and local HSE regulations in the execution of the Performance.

29.2 Supplier shall take all actions necessary to provide a safe, healthy, and secure work environment, including transportation and accommodation, if applicable, for Wavin's personnel. Supplier shall inform Wavin of any known risks, hazards, or changed conditions impacting worker health, safety, or the environment, including the presence or potential presence of hazardous materials, and provide relevant information, including safety data sheets, site security plans, risk assessments, and job hazard analysis.

## **30. Intervention in the activities**

30.1 If, in Wavin's reasonable opinion, the activities are progressing in such a way that the agreed date for the Performance to be delivered or a part thereof will be exceeded, Wavin shall notify the Supplier of this in writing. The same applies if, in Wavin's opinion, the Work and connected activities are not or have not been carried out in accordance with the provisions of the Agreement and/or the requirements of good workmanship. The Supplier cannot derive any rights from the absence of such a notification.

30.2 The Supplier must, within one week of receiving a notification as referred to in paragraph above or as much earlier as is necessary in view of the circumstances, take such measures as to ensure clearance of the backlog and compliance with the above provisions and requirements within a short period. If this does not happen, Wavin may take all measures that are necessary in its own reasonable opinion, without judicial intervention being required. Thus, Wavin or third parties acting on its instructions can take over the activities from the Supplier. In that case, the Supplier shall give Wavin and those third parties its full cooperation.

30.3 All external and internal reasonable costs which Wavin incurs in connection with the provisions of the paragraph above shall be borne by the Supplier. The latter shall reimburse Wavin for such costs immediately, including a payment for supervision and overheads.

## **31. Completion, acceptance, putting into operation and risk**

31.1 Completion and acceptance shall be deemed to have taken place only after Wavin has accepted the Work carried out or the Service concerned in writing.

31.2 Wavin shall be entitled to put the Work into operation or a part thereof, or arrange for this to be done, before it is completed. Actually putting the Work into operation shall not mean that the Work or the part concerned is regarded as completed or accepted. If the Supplier, by virtue of the Work being put into operation, is required to do more than may reasonably be expected, the consequences of this shall be arranged within reason by the Parties. Until completion, the Supplier shall bear the risk in respect of the Work.

## **32. Transfer of rights and obligations and outsourcing**

32.1 The Supplier shall not (a) outsource the execution of the Agreement or any part thereof to third parties or (b) engage third parties or borrow staff from third parties for this purpose except where Wavin has given its prior written consent. Wavin may attach conditions to such consent. Third parties shall include inter alia: independent workers without employees, directors and major shareholders, sub-Suppliers and employment agencies. Subject to Wavin's written consent, the Supplier shall include the same risk-limiting measures in its agreement with one or more third parties as have been laid down in these Terms and Conditions and in the Agreement.

## **33. Materials, attestations, drawings and similar items made available by Wavin**

33.1 The Supplier shall insure all the items which the Supplier receives from Wavin in connection with the execution of the Agreement against risks of total or partial loss or damage as a result of fire, theft or vandalism at its own expense and on the usual conditions.

33.2 Upon receipt of the items referred to in this clause, the Supplier must check whether these are in agreement with the applicable specifications. The Supplier shall notify Wavin in writing within a period of seven days of receiving these items that the items referred to in this clause were not made available to the Supplier in good condition and in accordance with the required specifications, failing which those items shall be deemed to have been provided in good order.

## **34. Wages and Salaries Tax and National Insurance Contributions**

34.1 The Supplier must comply with the statutory obligations to pay payroll taxes and other comparable fiscal obligations in respect of its staff members, and shall indemnify Wavin in this context against any claim from tax and customs administrations. This shall also include interest, fines and expenses, as well as costs of legal assistance to contest a claim for liability, where applicable.

34.2 The Supplier shall keep such records that the wage bill can always be established for each Agreement or, if the latter consists of several projects, for each project. Wavin shall always have the right to check these records. The Supplier shall state the actual wage costs on each invoice.

## **35. Ethics**

Supplier agrees to source its supplies and workforce sustainably and ethically. Additionally, Supplier represents that it knows, understands, accepts, adheres to, and will comply with the Wavin Code of Conduct for Suppliers, which is attached as an integral part of this document, as well as with Orbia's Code of Ethics found at: [https://www.orbia.com/49908b/siteassets/documents/code-of-ethics/orbia\\_code\\_of\\_ethics\\_eng](https://www.orbia.com/49908b/siteassets/documents/code-of-ethics/orbia_code_of_ethics_eng), which are incorporated by reference to these terms and conditions with any amendments it may have from time to time.

## **36. Corruption and Money Laundering**

Supplier expressly agrees that in the Performance and during its ordinary business, it will not engage in bribery or corruption practices. Supplier will put safeguards in place to ensure that its officers, shareholders, sub-Suppliers and other related third parties comply with this obligation.

The Supplier represents that its income is not a result from illegal activities, that it does not have a negative record in national or international money laundering prevention lists and agrees that, consequently, it is obliged to protect Wavin and its third parties for all damages that may be caused because of this representation or a breach to it.

## **37. Anti-Bribery and Corruption.**

The Supplier shall ensure that it, its directors, employees or subcontractors will not offer, promise, or give any undue pecuniary or other advantage of any kind to employees of the Wavin or third parties (including civil servants) in order to obtain or retain a business or other improper advantage, in connection with the Agreement. The Supplier will comply with all applicable anti-bribery legislation (including, but not limited to the US Foreign Corrupt Practices Act and the UK Bribery Act) and have put into place adequate preventative measures to ensure that employees and subcontractors comply with the applicable legislation.

## **38. Assignment, Novation & Subcontracting**

Supplier may not assign or novate the Agreement, in full or in part, including through change of control or of structure or ownership of the Supplier without the prior written consent of Wavin, which consent shall not be unreasonably delayed or withheld, provided that Wavin shall be entitled to withhold such consent in any event if the assignee/novatee lacks adequate financial capability, is a competitor or potential competitor of Wavin or its affiliates, causes Wavin group to be in breach of Applicable Law, and/or does not meet Wavin's code of ethics. Wavin may assign or novate to third parties the Agreement, in

full or in part, and Wavin will give written notice to Supplier in such event. The Parties agree to execute such documents as may be necessary to give effect to the permitted assignments or novations set forth in this clause. In the event of a novation or assignment by Supplier, Supplier shall cause the novatee/assignee to provide additional payment security at Wavin reasonable request. Any assignment or novation in violation of the above shall be void and without effect for the Parties.

### 39. General Clauses

- 39.1 **Remedies.** All Wavin remedies set forth in the Purchase Order are in addition to, and will in no way limit, any other rights and remedies that may be available to Wavin at law or in equity.
- 39.2 **Notices:** The Parties agree that any notification related to the Purchase Order and these Terms and Conditions must be in writing and will be delivered to the addresses (including electronic addresses) on the cover of the corresponding purchase order. The Parties must notify each other of any change of address or email they make. In the absence of such notice, the notification delivered to the last addresses or e-mails agreed or notified will be considered valid.
- 39.2 **Consent:** There was no error, fraud, bad faith, physical or moral duress, or any other defect of consent between the Parties that could invalidate or annul agreeing to these Terms and Conditions.
- 39.3 **Marketing:** Any news release, public announcement, advertisement, publicity, or any other disclosure concerning the Agreement to any third party except as may be necessary to comply with other obligations stated in a Purchase Order requires prior written approval of Wavin.
- 39.4 **Entire Agreement:** The Parties expressly acknowledge that these Terms and Conditions and the respective Purchase Order constitute the only agreement between them, replacing any previous agreement that the Parties had on the same object, and prevails over any term or condition of the Supplier.
- 39.5 **Headings:** The Parties agree that the headings used throughout these Terms and Conditions are solely for convenience purposes. At no time will they constrain, expand, or serve as a source of interpretation of the content of each clause.
- 39.6 **No Waiver:** Failure of either Party to exercise at any time any of the provisions of the Purchase Order or of these Terms and Conditions will not be construed to be a waiver of those provisions, nor will any such failure prejudice the right of the Party to take any action in the future to enforce any provision.
- 39.7 **Separability:** In the event any provision of the Agreement is held invalid or unenforceable, only the invalid or unenforceable part of the provision shall be severed, leaving intact and in full force and effect the remainder of the sentence, clause, and provision to the extent not held invalid or unenforceable.
- 39.8 **Survival:** All provisions of the purchase order and these terms and conditions which by their nature should apply beyond its term will remain in force after any termination or expiration of the purchase order, including in any event clauses 1, 13, 14, 15, 18, 20 and 39.

## APPENDIX 1: COUNTRY-SPECIFIC PROVISIONS

The country-specific provisions below will replace or supplement the equivalent provisions in the Terms and Conditions as noted. In the event of a conflict between these country-specific provisions and the Terms and Conditions, these country-specific provisions will govern.

### Germany

In addition to or in derogation of the Terms and Conditions, the following applies to Suppliers domiciled in Germany.

**(a) Amendment to clause 1**

For any Supplier domiciled in Germany, this clause shall replace the equivalent provision of the Terms and Conditions in clause 1.2.2) as follows:

*Agreement: means an accepted Purchase Order, together with these Terms and Conditions.*

**(b) Amendment to clause 2**

For any Supplier domiciled in Germany, this clause shall replace the equivalent provision of the Terms and Conditions in clause 2.1 as follows:

*Each Purchase Order and any sale and delivery of Products, Works and Services by Supplier to Wavin shall be exclusively governed by these Terms and Conditions. Other provisions, in particular the general terms and conditions of Supplier, shall not apply, irrespective of whether or not they were expressly rejected by Wavin. Only these Terms and Conditions shall apply, even if Wavin, being aware of other general terms and conditions, renders or accepts performance without reservations. Individual agreements entered into between Wavin and Supplier in individual cases shall take precedence. Subject to counterevidence, a written agreement or a written confirmation by Wavin shall be relevant for the content of such agreements.*

**(c) Amendment to clause 4**

For any Supplier domiciled in Germany, this clause shall replace the equivalent provision of the Terms and Conditions in clause 4.2 as follows:

*In case of a delay in delivery, Wavin shall be entitled to demand a contractual penalty from Supplier in the amount of 0.25% of the delivery value of the delayed performance for each calendar day of delay, however no more than 5% of the delivery value of the delayed performance in total. Further claims shall remain unaffected. The contractual penalty shall be set off against any claim for damages.*

**(d) Amendment to clause 5**

For any Supplier domiciled in Germany, this clause shall be added to the Terms and Conditions as clause 5.3 sentence 2:

*Wavin will inform the Supplier of the intended consequences of non-compliance with its reporting obligation at the time of Wavin's request.*

**(e) Amendment to clause 7**

For any Supplier domiciled in Germany, this clause shall amend the equivalent provision of the Terms and Conditions in clause 7.1 sentence 2 as follows:

*If the Agreement was implemented completely and correctly, Wavin shall pay the invoiced amount within 30 days from complete delivery and service (including a possibly agreed acceptance) as well as receipt of a proper invoice, unless otherwise agreed in writing between the Parties.*

**(f) Amendment to clause 7**

For any Supplier domiciled in Germany, this clause shall amend the equivalent provision of the Terms and Conditions in clause 7.3 as follows:

*The Supplier shall not be entitled to offset amounts it owes against amounts it can claim from Wavin for disputed counterclaims, or counterclaims that have not been legally established, unless the counterclaims are based on the same contractual relationship.*

For any Supplier domiciled in Germany, this clause shall amend the equivalent provision of the Terms and Conditions in clause 7.5 as follows:

*If, after conclusion of the Agreement, Wavin has valid reasons to assume that the Supplier is insufficiently solvent to deliver the agreed Performance in full (in particular in the event of application for the opening of insolvency proceedings), Wavin shall be entitled to suspend payment until the Agreement has been implemented in full or until a solvent party has provided sufficient security for compliance, which shall be exclusively at Wavin's discretion.*

For any Supplier domiciled in Germany, this clause shall replace the equivalent provision of the Terms and Conditions in clause 7.7 as follows:

*If Wavin owes interest to the Supplier, this interest shall be in the amount of five percentage points above the base rate applicable in each case.*

**(g) Amendment to clause 10**

For any Supplier domiciled in Germany, this clause shall amend the equivalent provision of the Terms and Conditions in clause 10.1 sentence 1 as follows:

*Any faulty Performance at the passing of risk shall be rectified within a reasonable period set by Wavin at the Supplier's expense, or shall be carried out or delivered again by the Supplier free of defects, without prejudice to Wavin's right to claim damages and other compensation under applicable law.*

For any Supplier domiciled in Germany, this clause shall amend the equivalent provisions of the Terms and Conditions in clause 10.2 sentences 2 – 4 as follows:

*If the Supplier fails in the execution of the Agreement, Wavin, in urgent cases, for example in which the repair of the defect cannot reasonably be postponed (e.g., if the operational safety is at risk or to prevent the occurrence of unreasonable damage), or in cases in which it must reasonably be assumed that the Supplier cannot or will not arrange the repair or replacement, or cannot or will not do so properly or in time, shall have the right to carry out the repair or the correct execution, or arrange for this to be done, without setting an appropriate deadline at the Supplier's expense. The Supplier will be promptly notified of such self-help, if possible before the self-help is carried out. The right to self-help shall not exist if the Supplier would be entitled to refuse the relevant supplementary performance in accordance with the statutory provisions.*

**(h) Amendment to clause 18**

For any Supplier domiciled in Germany, this clause shall amend the equivalent provision of the Terms and Conditions in clause 18.1 sentence 1 as follows:

*The Supplier shall be liable for any damage directly or indirectly resulting from non-performance, late performance or improper performance of the Agreement or from the breach of any contractual or non-contractual obligation towards Wavin or third parties in accordance with statutory German law.*

For any Supplier domiciled in Germany, the following clauses shall replace the equivalent provisions of the Terms and Conditions in clauses 18.3 – 18.6 as follows:

18.3 *Wavin's liability for damages caused by simple negligence is limited to damages arising from the breach of material contractual obligations, the fulfilment of which is prerequisite to the proper execution of the agreement and in the observance of which the contractual partner regularly trusts and is entitled to trust; in this case, however, liability shall be limited to the typically foreseeable damage. This limitation of liability shall equally apply to any damage caused by gross negligence on the part of employees or agents of Wavin who are not governing bodies or executives of Wavin.*

18.4 *In cases governed by clause 18.3, Wavin's liability shall be limited to the amount paid or payable for the specific product or service that gives rise to the claim.*

18.5 *The aforementioned limitations of liability shall apply to all claims for damages irrespective of their legal basis, with the exception of damage claims filed by the Supplier (i) for intent, (ii) pursuant to the German Product Liability Act, (iii) for defects fraudulently concealed, (iv) for defects which are covered by a guarantee that was given regarding the quality of a product (in this context, where applicable, the guarantee and/or limitation period laid down in the guarantee shall apply), (v) for death, damage to body or health, or (vi) for gross negligence on the part of corporate bodies or executives of Wavin.*

18.6 *The aforementioned limitations of liability shall also apply for damage claims filed by Supplier against governing bodies, executives, employees or agents of Wavin.*

**(i) Amendment to clause 20**

For any Supplier domiciled in Germany, this clause shall be added to clause 20 of the Terms and Conditions after clause 20.5 as clause 20.6 as follows:

*Supplier shall comply with all legal, regulatory and other public requirements regarding human rights and environmental standards – such as child labor, forced labor, occupational health and safety, problematic employment and working conditions, freedom of association, discrimination, minimum wage and environmental standards – and shall ensure that its suppliers also comply with these standards within the framework of its further supply chain. Supplier commits to undertake necessary trainings and education and to implement appropriate risk-based control measures. Supplier undertakes to cooperate in all respects with Wavin in order to avoid violations of the specifications concerning the supply chain and to take appropriate remedial measures.*

**(j) Amendment to clause 24**

For any Supplier domiciled in Germany, this clause shall replace the equivalent provision of the Terms and Conditions in clause 24.1 last sentence as follows:

*Retentions of title of Supplier that go beyond the simple retention of title shall be excluded. If Supplier retained title to delivered items, this title shall be in force only until these items have been paid, unless Wavin already became the owner of these items by processing, combining or mixing them.*

**(k) Amendment to clause 28**

For any Supplier domiciled in Germany, the following sentence shall be added to the provisions of the Terms and Conditions in clause 28.1 as follows:

*Supervisors must have a good command of the German and the English language.*

**(l) Amendment to clause 34**

For any Supplier domiciled in Germany, the following clauses shall be added to the provisions of the Terms and Conditions in clause 34 as follows:

34.3 *If the "VAT reverse charge mechanism" applies to the Agreement, the Supplier shall state this in every invoice.*

34.3 *The Supplier indemnifies Wavin for all claims, losses, costs (including legal expenses), penalties, fines and all damages in the broadest sense arising from, as a result of, or in connection with any breaches of any of the obligations imposed on the Supplier pursuant to each Agreement, applicable laws, regulations and agreements, including but not limited to current and future individual and collective employment agreements, the German Minimum Wage Act ("MiLoG"), the German Employee Posting Act ("AEntG") and the German Employee Leasing Act ("AÜG").*

34.4 *If, as part of the Services, the Supplier leases out a number of its employees to Wavin, the Supplier must only do so after procurement of a governmental permission for employee leasing and only after the conclusion of a separate agreement between Wavin and the Supplier governing the terms of the leasing of employees in accordance with the German Employee Leasing Act ("AÜG").*

**(m) Amendment to clause 39**

For any Supplier domiciled in Germany, this clause shall replace the equivalent provision of the Terms and Conditions in clause 39.7 as follows:

*Should individual provisions contained in these Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions.*