

## **General Terms and Conditions of Purchase of Weleda AG**

### **As well as the subsidiaries Weleda Naturals GmbH, Weleda Services GmbH and Weleda Immobilien GmbH**

#### **1 Scope of application**

- 1.1 These General Terms and Conditions of Purchase (GTCP) are applicable exclusively to enterprises in the sense of § 14 BGB (German Civil Code), i.e. those natural or legal persons or partnerships having separate legal personality that conclude legal transactions with us in pursuance of their trade or business or their professional activity of a self-employed person.
- 1.2 The terms and conditions stated below, are exclusively applicable to the business relations with our contractors, including information and advice. After the inclusion of said GTCP in the business with our contractor they will be applicable also to all further business relations between the contractor and our company unless otherwise stipulated in writing or text form. Any terms and conditions of the contractor will only be applicable in case and as far as they are expressly accepted by us in writing. Silence on our part concerning such differing terms and conditions shall especially not be deemed to be acceptance or consent, the same applies to future agreements.
- 1.3 General terms and conditions of the contractor are not included even in case the contractor refers to their applicability as standard on its offers/delivery documents within the scope of the business relations or by any other declaration. Silence on our part concerning such differing terms and conditions shall especially not be deemed to be acceptance or consent on our part.

#### **2 Conclusion of contracts**

- 2.1 Purchase orders, agreements as well as supplements and modifications are only binding if they are made or confirmed by us in writing or text form. The contractor's order acknowledgement must reach us within two workdays. The purchase order is binding according to our terms and conditions unless the contractor expressly raises objections.
- 2.2 We can request changes to the contractual services at any time. The contractor may refuse change requests insofar as it is unreasonable for it to implement the requested changes. The contractor will make us a new contractual offer in writing or text form for these additional and further services. The additional services may be provided only after a separate individual contract has been concluded for these services. Services of the contractor that do not meet these requirements are not remunerated. If agreement cannot be reached, we can either terminate the contract partially for the relevant service or in full on extraordinary grounds if upholding the contract without the requested change is unreasonable.

#### **3 Drawings and other documents, secrecy**

- 3.1 All drawings, samples, models, printing copies and other documents made available to the contractor for the execution of the purchase orders shall remain our property unless otherwise agreed upon and must not be passed on to third parties without our express consent. They have to be returned to us after fulfillment of the contract without delay and free of charge.
- 3.2 The contractor agrees to keep secret all in-plant information regarding our company and our products disclosed to him during the acceptance and execution of the purchase order. This applies especially to drawings, specifications, models, samples and other documents. This secrecy agreement will be effective as long as the business relations between the two parties exist and for another two years after the end of said relations by the contractor's last provision of services. The secrecy agreement will not be applicable if said in-plant information (a) has been known to the contractor already before its disclosure and the contractor notifies us in writing or in text form about this immediately after disclosure of said information, or (b) has been known to the public due to publications or otherwise, or (c) has to be disclosed to third parties pursuant to legal provisions or government regulations, or (d) has to be disclosed to third parties for compelling reasons to enable the contractor to duly fulfill this contract. In the latter case the contractor has to oblige said third parties to the same secrecy as the contractor himself and to notify our company thereof promptly without being asked.

3.3 In providing the agreed service, it is possible that the contractor or its employees may gain knowledge of personal data. The contractor is obliged to secrecy and to maintain confidentiality for the performance of the agreed services. With regard to confidentiality and integrity, the contractor undertakes to comply with the requirements of the applicable data protection regulations in case of knowledge and processing of personal data and not to pass on personal data to third parties.

#### **4 General disruption to service provision and delays**

- 4.1 Agreed dates and deadlines in written or text form are binding. Potential delays must be reported to us immediately.
- 4.2 The timeliness of the provision of services is determined only by the actual provision of the contractual service at the agreed location on the agreed date. If the contractor is in arrears with provision, we can also withdraw from the agreement and demand compensation in lieu of service provision if the contractor remains in arrears after a reasonable extension has expired.
- 4.3 The contractor is obliged to reimburse us for any additional costs incurred as a result of delays by the contractor. The right to press further claims remains unaffected by this.

#### **5 Remuneration**

- 5.1 Remuneration is only paid as agreed in advance in writing or text form by the Parties. Unless agreed otherwise, remuneration is paid only after complete provision of the service. If the Parties agree to payment by instalments, these instalments shall be paid only after complete provision of the relevant part of the service. Agreed due dates remain unaffected by this.
- 5.2 The contractor is bound by the agreed maximum remuneration and fixed prices as well as the cost estimate it submitted before contractual conclusion, unless these are expressly marked as non-binding in the order.
- 5.3 If a fixed price is agreed for a service, the contractor must provide this in full at the agreed price. Any additional expenditure for complete provision of agreed services are at the expense of the contractor. Additional claims are excluded.

#### **6 Payment, assignment of claim**

- 6.1 Unless otherwise agreed, the term of payment starts from the date when the invoice is received by us, however, not before completed provision of the services.
- 6.2 Claims against us must not be assigned without our consent, as far as they are not recognized by declaratory judgment or uncontested. This does not affect § 354a HGB (Commercial Code).

#### **7 Duration and termination**

- 7.1 The contract remains in force for the period agreed either in the purchase order or in the individual contract.
- 7.2 Unless agreed otherwise, the contract may be terminated in writing or text form by either Contractual Party to the end of a quarter with three months' notice;
- 7.3 The Contractual Parties' right to terminate the contract on pressing grounds remains unaffected by this. Pressing grounds shall include in particular:
- 7.3.1 If an application has been made to initiate insolvency proceedings with regard to the assets of the relevant other Party; or
- 7.3.2 If insolvency proceedings against the relevant other Party have been initiated or if initiation was rejected due to a lack of assets.

Pressing grounds for us shall also include:

- 7.3.3 If contractual fulfilment is noticeably threatened by inadequate performance on the contractor's part; or
- 7.3.4 The contractor or its legal successor fails to provide the service in the contractually agreed manner even though a reminder was issued together with an reasonable extension; or
- 7.3.5 Evidence comes to light which suggests that the contractor is falsely self-employed.

## **8 Subcontractors**

- 8.1 The contractor may use subcontractors only with our prior consent in written or text form. The contractor must ensure that used subcontractors are bound by the same obligations to which the contractor is bound towards us.
- 8.2 The contractor is liable towards us for all damage caused by any of its used subcontractors and agents in the same way as it is liable itself.

## **9 Liability**

The contractor is liable according to the provisions of law.

## **10 Rights to work results / copyright**

- 10.1 We shall be exclusively entitled to any utilisation rights that arise within the framework of the fulfilment of this contract to documentation, reports, charts, diagrams, images, films and carriers of data for video presentation, data carriers, etc. The contractor is permitted to keep one or if necessary several copies of the aforementioned materials as proof of the services it has provided. This shall not confer any other rights to the contractor, especially reproduction and distribution rights to these materials. Original material must be handed over to us and – where legally possible – assigned to us too.
- 10.2 We become the owner of all documentation supplied by the contractor and created within the framework of this contract. We obtain the exclusive, irrevocable and transferable right to all forms of use of the results of the collaboration as well as any unprotected know-how. This right is not limited either temporally, spatially or in terms of the content. This includes in particular the right to reproduce, distribute, exhibit, present, demonstrate and show via audio or video carriers as well as the right to edit and reorganise it.
- 10.3 If existing commercial rights, copyright or unprotected know-how of the contractor is used within the framework of the fulfilment of the contract and our use thereof is required for the exploitation of the work results, we are granted the non-exclusive utilisation right to the commercial intellectual property, copyrights and unprotected know-how. This includes all forms of use, especially those listed under section 10.2.
- 10.4 The contractor warrants that none of the provided services are covered by third-party rights. If this is not the case, the contractor will acquire the necessary utilisation rights from the third party and transfer them to us. It indemnifies us against any claims that may be made against us by third parties because of breaches of rights to the services provided by the contractor.
- 10.5 The contractor will notify us immediately and provide all the necessary information about all inventions and other protectable results that arise in relation to the services provided to us. All inventions must be transferred to us. If we are not interested in an application of the invention for property rights, we transfer the invention back to the contractor. However, we retain a simple, non-remunerated and unrestricted utilisation right.

## **11 Right of retention**

The contractor has no right of retention whatsoever unless its claims are indisputable or legally established.

**12 Price increases**

Unless otherwise agreed, the prices are principally fixed and effective for the duration of the concluded contract. Price increases have to be notified in writing at least three months before they become effective. In the event that we do not consent to the price increase we have a special right to give notice with effect from the effective date of the new prices.

**13 Advertising material**

In his advertising material the contractor may not refer to his business relation with us without our express written consent.

**14 Place of performance, jurisdiction, governing law**

14.1 The place of performance concerning deliveries and services is the agreed place of destination.

14.2 All disputes concerning all legal transactions with traders, legal persons or partnerships shall be submitted to the exclusive jurisdiction of the Stuttgart Courts including actions on a bill or a cheque. Contractors that have no general place of jurisdiction within the territory of the Federal Republic of Germany shall submit to the jurisdiction of the Stuttgart Courts. However, we are entitled to sue the contractor at his domicile.

14.3 The legal relationship shall be governed exclusively by the laws of the Federal Republic of Germany.