

I. General

1. For legal relations with the supplier, only KNOLL's General Purchasing Conditions apply, insofar as KNOLL does not acknowledge deviations or the supplier's conditions in writing.
2. They also apply if KNOLL, with knowledge of conflicting conditions or conditions of the supplier that deviate from KNOLL's purchasing conditions, accepts the supplier's delivery without reservation.
3. The purchasing conditions also apply for all future transactions between KNOLL and the supplier without requiring another reference to these conditions.
4. The following purchasing conditions only apply to traders in the sense of § 14 BGB, corporate body under public law or special assets under public law.

II. Orders, acceptance of order, compensation

1. Offers from the supplier must be submitted in writing and free of charge and non-binding for KNOLL. The supplier advises KNOLL explicitly about deviations from its inquiry. Offers to KNOLL must contain all relevant details that are required for technical and price assessment.
2. Supply contracts (order and acceptance) and delivery schedules as well as their changes and additions require written form; telephonic or oral agreements require written confirmation from KNOLL.
3. If the order or the delivery schedule is not confirmed in writing within 5 working days after receipt by the supplier, KNOLL is entitled to cancel the order without the supplier being able to derive any claims.
4. The price stated in the order is binding. Absent any other agreement, the price includes delivery "delivered duty paid" (DDP, Incoterms 2010), packaging, insurance, VAT, as well as all customs duties and taxes. The agreed upon prices are fixed prices. If nothing else is agreed upon, payment will be made within 14 days, calculated from the delivery and receipt of a proper invoice, with 3 % discount or net within 30 days after receipt of invoice. The selection of the payment method is left to KNOLL. Invoices must be submitted with the order number, article number, and item number.
5. Payments from KNOLL do not signify approval of the supply or service as according to contract.
6. The supplier guarantees that he will heed and properly fulfill all customs provisions. In particular, he guarantees that all preference certificates and certificates of origin as well as supplier declarations were issued properly. The supplier indemnifies KNOLL against any claims of right of recourse due to the violation of the above listed duties.
7. The supplier is only entitled with express written permission from KNOLL to relinquish claims against KNOLL or to be drawn in by third parties. The provision of § 354a HGB remains unaffected by this.
8. The occurrence of a payment delay without dunning is excluded.

III. Content of services, execution, changes

1. The content of services arises from the respective individual order. Documents, reports, ideas, drafts, models, samples, and all other results of the performance of services are part of the provision of services. If necessary, the service results will be described in detail via performance specification, description of services, schedule and other attachments. Attachments named in the order are a component of the same.
2. The supplier will ensure that all data and circumstances important for the fulfillment of his contractual duties as well as the use of the goods supplied intended by KNOLL are known in timely fashion. He ensures that the goods he supplies include all services that are necessary for an approved, safe and economical use, that they are suitable for the intended use and correspond to the state of science and technology. During the provision of services, the supplier will heed all applicable standards, laws and statutory provisions, in particular the applicable environmental protection, hazardous material, hazardous goods and accident prevention regulations, as well as the generally recognized safety technical and occupational medical rules and the plant standards of KNOLL. The supplier must inform KNOLL about the required official approvals and reporting duties for the importing and operation of the goods supplied.
3. In the context of reasonableness, KNOLL can demand from the supplier changes to the design and execution of the goods supplied. The supplier must make the changes within a reasonable time. Mutually appropriate provisions must be made about the effects, especially with respect to additional and reduced costs, as well as

delivery dates. If an agreement is not reached in a reasonable time, KNOLL will decide at its discretion.

4. The supplier ensures that he can provide KNOLL, also for a period of 10 years after the end of the supply relationship, with the goods supplied or parts of these as spare parts at reasonable conditions.
5. Partial services are, insofar as nothing else is agreed, not permitted. KNOLL is entitled to cancel the remaining quantity.
6. If after the deadline named in Item 4 has elapsed the supplier stops the supply of spare parts or during this period the supply of goods, then KNOLL must be given the opportunity for a last order.

IV. Service periods

1. The dates and deadlines specified in the order are binding. The delivery period begins with the order date. Advance deliveries are only permitted with the written agreement of KNOLL. Authoritative for adherence to the schedule or delivery date is the receipt of the goods at KNOLL and the timeliness of successful acceptance. If "delivered duty paid" (DDP, Incoterms 2010) or "delivered at place" (DAP, Incoterms 2010) is not agreed upon, then the supplier must provide the service taking into account the normal time for transport and shipping.
2. If the supplier acknowledges that the agreed upon dates cannot be adhered to, he must inform KNOLL of this immediately, specifying the reasons and the duration of the delay in writing. KNOLL's legal rights are not affected by this.
3. Circumstances of force majeure release the supplier only if he informs KNOLL of these in writing immediately after he becomes aware of them, specifying the precise circumstances and probable duration of the exceeding of the deadline and there is no appropriate possibility for the provision of a substitute by the supplier.
4. If the supplier does not adhere to the delivery date for a reason not attributable to him, then KNOLL is entitled not with standing other legal provisions at its own discretion to withdraw from the contract after the elapsing of an appropriate grace period, to procure a substitute from a third party and/or to demand damages due to failure to perform. If the supplier does not adhere to the agreed upon delivery date, KNOLL is also entitled to demand as contract penalty 0.5% for each calendar week of the delivery delay begun, at most however 5% of the order value. The assertion of additional claims remains unaffected by this. The delay penalty must be calculated according to actually occurring or asserted delay damages. The right to demand payment of the agreed upon contract penalty is not forfeited if the contract penalty is not expressly reserved on acceptance of the delayed delivery.

V. Supplies

1. Supplies remain the property of KNOLL and must be stored by the supplier free of charge, marked and managed. Their use is only permitted for the relevant individual order. In case of value reduction or loss, the supplier must pay damages. The supplier is obligated to insure supplies belonging to KNOLL at the new value at its own costs against fire, water and theft damage. This section V also applies for the calculated transfer of order related material. At the request of KNOLL, the supplier will turn over all confidential documents and objects to KNOLL. Rights of retention are excluded.
2. Processing or alterations of material supplied by the supplier will be undertaken for KNOLL. If the material supplied is processed, inseparably mixed or altered with other goods that do not belong to KNOLL, then KNOLL acquires joint ownership of the new thing in the amount of the value of the thing supplied (purchase price plus VAT) to the other goods at the time of processing, mixture or alteration. The supplier will keep the new or mixed or altered thing for KNOLL with the care of an ordinary merchant.
3. The ownership of models, tools, forms, etc. (called tools below) that are required for the performance of the contract service is transferred to KNOLL as it arises. Tools are thus to be regarded as supplied by KNOLL. KNOLL has the right, at its own discretion, to demand the delivery of the tools or to let the tools be scrapped by the supplier, free of charge for KNOLL. The scrapping of tools requires written permission from KNOLL.
4. Materials and tools supplied may be used only for the manufacture of the goods ordered by KNOLL and may not be handed over to third parties, used in the course of orders for third parties, sold, pawned or otherwise made accessible or used without the written permission of KNOLL.

VI. Subcontracting

The subcontracting of orders to third parties is only permitted with the written permission of KNOLL.

VII. Confidentiality

1. The supplier is obligated to treat all non-obvious, commercial or technical details that become known to him through the business relationship as trade secrets and to protect these against unauthorized inspection, use or loss. Drawings, templates, samples, models or similar objects transferred to KNOLL or created at KNOLL's cost remain the property of KNOLL and may not be made accessible or transferred to third parties without written permission from KNOLL. The duplication of such objects is only permitted to the extent of operational necessity and copyright provisions. The documents and objects transferred to the supplier must be returned to KNOLL unsolicited after the completion of work heading the confidentiality provision or destroyed safely in consultation with KNOLL. The supplier will not retain or keep any duplicates, copies, etc. unless he is obligated to archiving by legal provisions. Reserving additional rights, KNOLL can demand the handover as soon as the supplier violates his duties.
2. The supplier ensures that all people in the context of the supply and business relationship who are entrusted with contract performance heed the legal provisions for data protection.
3. The duty of confidentiality also extends to all of the supplier's employees and subcontractors. The supplier obligates himself to inform this group of people accordingly of the duties of confidentiality insofar as this has not already taken place. He will take all appropriate precautions in order to prevent third parties from gaining access to the work results or the information demanded by KNOLL.
4. Insofar as nothing else is agreed upon in the order, the duty of confidentiality extends 5 years after supply and performance. If the information requiring confidentiality is a trade or operational secret of KNOLL, the duty of confidentiality applies indefinitely.
5. For the release of references or other publications, the supplier may only name the company or trademark of KNOLL if KNOLL has agreed to this explicitly in writing.

VIII. Warranties for defects

1. If the period of limitation for material defect claims is not agreed upon separately, the supplier warrants that his order service will remain free of defects absent a longer legal warranty period for a period of 36 months, from the acceptance of the whole service by KNOLL or the end customer, in any case, however, not longer than 48 months from the transfer of the whole service to KNOLL. The period of limitation for objection to material defects applies regardless of the operational duration of use.
2. Defects must be indicated immediately by KNOLL as soon as they are determined according to the circumstances of a proper course of business. In this respect the supplier foregoes the objection to delayed notification of defects. The notification of defects interrupts the period of limitation of the notification of material defects with respect to the defective portion of the delivery until the complete elimination of the defect.
3. The supplier is also liable in the course of his liability for defects even if he is not himself the manufacturer of the goods supplied or parts of the same.
4. At its own discretion, KNOLL can assert the legal defect liability claims, demand substitute delivery or rectification of defects. In the case of substitute delivery or rectification of defects, the supplier is obligated to eliminate the defects at his costs or to provide the service anew. He must bear all costs due relating to the rectification of defects or substitution including required transport and travel costs.
5. In urgent cases, e.g. in case of danger in the delay or in cases where a service obligation on the part of KNOLL requires immediate rectification of defects, KNOLL can perform the rectification of defects itself or through third parties without appointment of a deadline, at the supplier's costs. The same applies if the supplier has delivered after occurrence of the delay.
6. The period of limitation begins anew for replaced parts.
7. If more than 10 % of the goods in a delivery are defective, then KNOLL is entitled to reject the entire delivery without inspecting the other goods at the supplier's costs.

8. Acceptance and payment by KNOLL do not mean that KNOLL acknowledges the goods to be defect-free.
9. Furthermore, the legal claims apply.

IX. Industrial property rights and liability for legal defects

1. The supplier vouches that the goods or services he has supplied do not violate domestic or foreign industrial property rights and that they are free of other rights of third parties. He guarantees the unlimited copyright permission of their use and trade domestically and abroad.
2. The supplier obligates himself to indemnify KNOLL and/or its customers in case of a claiming by third parties due to violation of domestic or foreign commercial property rights and other rights of third parties and to bear all costs that arise for KNOLL or its customers in this context. In addition, the supplier must reimburse for all damage that is done to KNOLL and/or its customer because they have relied upon the free usability of the goods or services delivered. The damage to a customer of KNOLL is only to be reimbursed by the supplier insofar as the customer asserts claims against KNOLL.
3. The supplier is not liable insofar as he has manufactured the goods delivered and performed the services provided exclusively according to KNOLL's drawings and models and he did not know or could not have known that the manufacture of the goods or the performance of the services represents a legal violation in the aforementioned sense.
4. On request, the supplier will name all patent registrations that he is using in connection with the goods delivered or services performed. If the supplier determines the violation of property rights or patent registrations, he must inform KNOLL of this unasked and immediately.
5. Subject to longer legal limitation periods, the limitation period for legal defects is 36 months from the passing of the risk.

X. Product liability, indemnity, liability insurance coverage

Insofar as the supplier is responsible for product defects, he is obligated to indemnify KNOLL insofar from damage claims by third parties on first demand, as the cause resides in his domain and organization and he is liable in external representation. Insofar as due to such product defects recall measures are required, the supplier is obligated accordingly to repay the expenses required for these. The supplier is obligated to maintain product liability insurance with coverage of EUR 10 million for personal injury/property damage - all-inclusive. Other claims by KNOLL remain unaffected.

XI. Other agreements

1. If the supplier stops the payments or if a bankruptcy case relating to his assets or judicial or extrajudicial insolvency proceedings are begun, then KNOLL is entitled to withdraw from the contract. Insofar as there is no withdrawal, KNOLL can retain an amount of at least 10 % of the compensation as security for the contractual claims up to the expiration of the contractual limitation period for the defect claims.
2. Place of fulfillment for the supply and services is, insofar as nothing else is regulated contractually, KNOLL's company headquarters.
3. If the supplier is a merchant, a corporate body under public law or special asset under public law, then the sole court of jurisdiction is the company headquarters of KNOLL. However, KNOLL is also entitled to call upon any legally responsible court.
4. For all legal relationships between the parties, only German law applies, with exclusion of the UN commercial law (CISG) and international civil law.
5. Should any condition prove ineffective, the effectiveness of the remaining conditions is not affected.

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Status: as of November 13, 2018