

General Purchase Conditions of the Geberit Group

(Valid as of December 1, 2007)

§ 1 General Provisions – Scope of Application

1. Our Purchase Conditions shall apply exclusively. Conditions of the supplier that are contrary to or deviate from our Purchase Conditions are not recognized by us, unless we give our express consent to their applicability in writing. Our Purchase Conditions shall also apply if we accept a delivery without reservations while knowing of conditions of the supplier that are contrary to or deviate from our own Purchase Conditions
2. Our Purchase Conditions shall apply exclusively in relation to natural or legal persons or partnerships having legal capacity that, when concluding the respective supply agreement with Geberit, do so in performance of their business activity.
3. They shall likewise apply to all future business transactions with the supplier, even if they are not expressly referred to.
4. All agreements, declarations, and other specifications concerning the business relationship with the supplier must be made in writing to be effective.

§ 2 Order – Order Documents

1. If the supplier does not accept our order within five working days after its receipt, Geberit may revoke the order at any time.
2. We retain our title to and copyrights of any and all drawings, specifications, and other documents. These documents may be used exclusively for the possible manufacture and delivery of the ordered item. After the order has been processed, they must be returned at our request. They must be held in confidence in relation to third parties; to this extent, the provisions of § 7 shall apply complementarily.

§ 3 Passing of Risks – Documentation

1. Unless otherwise agreed upon in writing, delivery shall be effected DDP to the place of destination contractually agreed upon.
2. The supplier shall be obligated to indicate the number of our order on all shipping documents and delivery notes. If the supplier fails to comply with this obligation, it must prove that it is not responsible for the consequences of such non-compliance.

§ 4 Delivery Date – Delay in Delivery

1. The delivery date as set forth in the order shall be binding.
2. The supplier undertakes to inform us without delay in writing if circumstances occur or are foreseeable from which it can be concluded that the delivery date agreed upon cannot be observed.
3. The statutory claims arising from a delay in delivery, as well as any further claims for damages, shall not be affected by the provision of no. 2.

§ 5 Liability for Defects

1. The supplier warrants – to the extent applicable to the concrete delivery item – that any and all deliveries correspond, especially with regard to the choice of materials, processing, and mode of operation, to the latest state of the art, the applicable statutory provisions, as well as the regulations and guidelines as issued by public authorities and trade associations. If deviations from these regulations are necessary in the individual case, the supplier must obtain our written consent to such deviations. The supplier's liability for defects will not be limited due to such consent. If the supplier has reservations with regard to the manner of performance we desire, it must tell us so in writing without delay.
2. Geberit will notify the supplier of obvious defects of the delivery as soon as such defects can be ascertained according to the circumstances of the ordinary course of business. In cases where a defect rate is agreed upon with the supplier and the same is exceeded, Geberit shall be entitled to send back the entire consignment to the supplier at the latter's cost and risk.
3. We shall be fully entitled to the statutory claims in the event of defects. We are entitled to demand from the supplier subsequent performance, which shall take place at our choice in the form of a removal of the defects or of a substitute deliv-

ery. The supplier must bear the expenditures, in particular, the transportation, travel, labor, and materials costs, necessary for this purpose.

4. The period of warranty lasts at five years, unless the national law applicable to the respective order contract (§ 8 paragraph 4) does foresee a longer period or unless otherwise agreed in writing.
5. We expressly reserve the right to assert a claim for damages according to the statutory provisions. In particular, the supplier must compensate us for all damages, including consequential damages, resulting from the existence of a defect. We are entitled to remove the defect ourselves at the supplier's cost in case of imminent danger or if the removal of the defect is urgent for any other reason.

§ 6 Product Liability – Indemnification

In the event that claims against Geberit are asserted by a customer or any other third party – regardless of the legal ground – due to a damage to a product, the supplier shall be obligated to indemnify and hold Geberit harmless from and against such claims at Geberit's first request, to the extent that the supplier is responsible for the defect.

§ 7 Confidentiality and Data Protection

1. The supplier undertakes as towards Geberit to maintain the confidentiality of any and all information, records, drawings, drafts, data contained in books stating the supplier's duties, etc. it has received within the framework of the contractual relationship, not to make the same available to third parties, and, in particular, not to use the same for purposes of competition by itself, unless the supplier does so with the express written consent of Geberit.
2. Geberit retains its intellectual property rights (copyright) in any and all drawings, specifications, documents, models, etc. that are made available. Copies may be made only to the extent that this is absolutely necessary for the manufacture of the goods ordered by us. The supplier shall be obligated to return the documents received at any time upon request by Geberit, and to destroy all copies made thereof, if any.
3. The supplier shall further be obligated to impose this duty of confidentiality also on its staff members within the limits of the legal possibilities – even for the time after the staff members' leaving the supplier's company.
4. The supplier is aware of the fact that Geberit is entitled to claim damages in the event of a violation of this duty of confidentiality and, additionally, reserves the right to take action under criminal law.
5. The duty of confidentiality shall not expire with the execution of the delivery. It will continue to apply for a period of 10 years as of the issue of the respective order by us, unless the information that must be held in confidence (no. 1) has become a matter of common knowledge by such point in time.

§ 8 Final Provisions

1. Should individual parts of these General Purchase Conditions be ineffective, the validity of the remaining provisions shall not be affected thereby.
2. The place of performance for our obligations under the contractual relationship shall be the place of business of such company of the Geberit Group as issues the order. The place of performance for the obligations of the supplier shall be the delivery address agreed upon in the respective case.
3. The locally competent court with regard to all disputes that may arise in connection with the supply contract shall be the court in whose district the company of the Geberit Group issuing the order has its place of business. We shall likewise be entitled to sue the supplier at any other permissible general or special place of jurisdiction.
4. The respective order shall be subject to the national law applicable to the seat of the ordering company of the Geberit Group, unless these General Purchase Conditions foresee regulations other than determined by the respective national law. The applicability of the United Nations Convention on
5. Contracts for the International Sale of Goods of 11 April 1980 are expressly excluded.