General Terms and Conditions of Purchase of DELO as of June 2022

§ 1 Validity
(1) These General Terms and Conditions of Purchase (GTCP) shall apply to the purchase of goods and services DELO Industrial Adhesives LLC (hereinafter referred to as “DELO” or "we").

(2) We order exclusively subject to our General Terms and Conditions of Purchase; general terms and conditions of the contractual partner (hereinafter also referred to as “Supplier” or “Contractor”) shall not apply; even if DELO does not object to them in individual cases and accepts the goods and/or services without reservation in the knowledge of deviating or conflicting terms and conditions. Contractual terms and conditions of the contractual partner to the contrary shall only apply if they have been expressly accepted by us in writing.

(3) These General Terms and Conditions of Purchase shall only apply to companies, legal entities under public law or special funds under public law.

§ 2 Quotations, Order, Acceptance
(1) Quotations submitted to DELO must always be made in writing (in order to comply with this formal requirement within the scope of these GTCP, e-mail is also considered sufficient), binding and free of charge. They shall generally be made in German or English.

(2) It is at DELO's discretion to accept a quotation. Acceptance by DELO takes place in the form of an order, through which a binding contract is concluded. The receipt of the order must be confirmed without undue delay by the Supplier in writing.

(3) DELO can also send an order to the Supplier without the existence of a quotation. If the Supplier does not accept this order in writing within a reasonable period of time, but no later than one week, DELO is entitled to cancel the order. If the Supplier accepts the order, a binding contract is concluded when the written order confirmation is sent.

§ 3 Framework Orders
(1) Framework orders are framework contracts concluded over a longer period of time for the provision of services or delivery of goods, of which the exact quantity, timing, etc. has not yet been determined at the time the contract is concluded. The framework order obligates the Contractor to perform services ordered with individual call-offs under the conditions specified in the framework order.

(2) The term of the framework order shall cover the period specified therein and shall begin on the date specified therein.

(3) Services in the context of the framework order are always ordered separately as individual call-offs. The provisions of the framework order shall also apply to all individual call-offs.

(4) There is no entitlement to individual call-offs for the Contractor.

(5) Insofar as the framework order contains a threshold, the Contractor is obliged to inform the purchasing department of DELO in good time before the limit is exceeded. The deliveries and services must be stopped at the latest when the threshold for orders is reached and may only be continued by the contractual partner after the order value has been increased.

(6) A separate invoice shall be issued for each individual call-off.

§ 4 Order of Precedence of Contractual Terms
(1) In addition to these General Terms and Conditions of Purchase of DELO, the corresponding Special Conditions of Purchase shall apply to IT services.

(2) The documents in the following order of priority shall apply to the type and scope of the agreed services:
- consensual, individual agreements or a mutually agreed negotiation protocol (if available),
- the provisions of the purchase order or the individual call-off,
- the provisions of (framework) contracts or framework orders (if any),
- applicable Special Conditions of Purchase, the present GTCP,
- further guidelines and information provided by DELO to the Contractor,
- the guidelines and technical standards generally applicable to the agreed deliveries and services at the time of conclusion of the contract,
- the Contractor's quotation.

§ 5 Provision of Contractual services
(1) The scope of the contractual services includes the provision of all machines, equipment, scaffolding, lifting gear, etc. by the supplier required for the performance of the services, unless these have been explicitly agreed as being provided by DELO.

(2) DELO's consent to drawings, calculations and other technical documents shall not affect the Contractor's responsibility for the services. This also applies to suggestions and recommendations made by DELO and implemented by the Contractor and to agreed changes. If the Contractor identifies that the service description by DELO, a contractually agreed concept or other specifications are objectively not feasible, faulty or unclear, he shall without undue delay send DELO his reasoned opinion.

(3) When carrying out services, the Contractor shall have a special duty of care with regard to environmentally hazardous substances. If the Contractor releases harmful substances and/or harmful substances or hazardous substances into the water courses, he must inform DELO immediately.

(4) If waste is produced by the performance of the service, the Supplier shall generally be responsible for waste disposal, unless the parties have made a different agreement on waste disposal in the performance of the service.

(5) Services being carried out in the buildings or on the premises of DELO must not hinder our operations more than necessary.

(6) The Contractor is responsible for the employees he employs and is authorized to give instructions and must supervise them to the extent necessary. He must also ensure that all employees deployed are covered by the statutory social security insurance.

(7) On request, the Contractor shall name DELO the employees who are on DELO company premises for service provision. For important reasons, DELO may deny access to the company premises to an employee of the Contractor in individual cases.

(8) The Contractor's employees who are on the company premises of DELO must always register and deregister at the reception desk and carry a visitor's pass in a clearly visible place.

(9) The Contractor shall ensure that the employees deployed by him comply with all legal regulations on occupational safety for employees of external companies as well as other guidelines and applicable regulations.

(10) For services to be carried out on the company premises of DELO, in which substances hazardous to health are used or can be produced, as well as for hot works and services with ignition hazard, the Contractor must apply for a permit. Any obstacles or delays in the service provision due to non-compliance with this obligation shall be borne by the Contractor.

(11) If the Contractor wishes to use third parties to fulfill his service obligations, the written consent of DELO, which may not be unreasonably withheld, must be obtained. The Contractor shall draw up the terms and conditions of the contract with the subcontractor in such a way that compliance with the contractual provisions between DELO and the Contractor is ensured.

(12) Upon DELO’s request the Contractor shall hand over his work results via digital data transfer and in a format, which allows DELO unrestricted further processing.

§ 6 Duty of Care, Accident Prevention, Emissions, Fire Prevention
(1) The Contractor shall be obliged to comply with the duty of care, in particular the health and safety of his employees, the protection of the environment, the transport of hazardous goods, and laws, ordinances and regulations relating to fire prevention, including the guidelines of the professional associations and the association of property insurers, insofar as they are relevant to the performance of the services.

(3) The Contractor shall ensure that all the workers he employs behave in an environmentally-friendly manner as well as consciously with regard to safety and fire prevention.

(4) Fire prevention requirements as requested by DELO must be fulfilled in any case. In case the services associated with fire hazards cannot be avoided either or in the vicinity of installations with fire and/or explosion hazard, such as oil tanks, cable systems, etc., they may only be carried out with the permission of DELO. Follow-up checks must be carried out after the services have been completed.

(5) In accordance with § 18, the Contractor shall indemnify DELO from all claims arising from a violation of the regulations to be observed by the Contractor in connection with the performance of the services. This shall also apply to claims for damages resulting from third-party facilities, if such facilities are not notified to DELO by the Contractor in the service provision; the Contractor shall obtain detailed information about such third-party facilities from all competent authorities before commencing the services. If damage occurs, DELO must be notified without undue delay.

§ 7 Provision of Materials, Cooperation by DELO
(1) Required provisions (e.g. products supplied by us for installation in the goods to be supplied) and cooperation by DELO must be agreed between the Contractor and DELO at the beginning of the contract. The Contractor shall inform DELO in writing and in good time in advance of any required cooperation or provision of materials. If DELO does not fulfill these obligations or does not fulfill them in time despite prior written notification by the Contractor, the Contractor will:

(i) request DELO in writing to cooperate or supply, while stating the precise duty and setting a reasonable deadline (at least one week) and

(ii) make all reasonable efforts to perform the service even without the (timely) fulfillment of the duty to supply or cooperate. Only after two unsuccessful requests in accordance with (i) above can the Contractor demand any additional costs incurred for the time after the second unsuccessful request from DELO.

(2) Any materials provided by DELO as well as any tools, drawings or other documents provided to the Contractor in connection with the conclusion or execution of the contract shall remain our unrestricted property. The Supplier shall be liable for loss or damage to the delivered items which do not result from normal wear and tear.

(3) Processing or alteration of goods provided by the Supplier shall be carried out for us. Insofar as the provided materials are processed with other items not belonging to us, we shall acquire co-ownership of a newly created item in proportion to the value of our provided materials to the other processed or transformed materials. If DELO does not fulfill these obligations or does not fulfill them in time despite prior written notification by the Contractor, the Contractor will:

(i) request DELO in writing to cooperate or supply, while stating the precise duty and setting a reasonable deadline (at least one week) and

(ii) make all reasonable efforts to perform the service even without the (timely) fulfillment of the duty to supply or cooperate. Only after two unsuccessful requests in accordance with (i) above can the Contractor demand any additional costs incurred for the time after the second unsuccessful request from DELO.
§ 8 Delivery, Transfer of Risk, Packaging

(1) Deliveries shall be made DDP in accordance with INCOTERMS®2020 to the shipping address specified in the order or otherwise contractually agreed.

(2) If, in individual cases, other delivery conditions than DDP are agreed (INCOTERMS®2020), according to which the Supplier is not responsible for transport insurance and the costs thereof, we have concluded ourselves a transport insurance. The Supplier must therefore inform the carrier that we expressly prohibit coverage of a separate transport or storage insurance or a separate liability insurance (together "transport insurance") by the forwarder commissioned by the Supplier. If a forwarder charges us costs in connection with the conclusion of transport insurance, we are entitled to deduct these costs from the Supplier's invoice. This shall not affect statutory claims in the event of transport damage.

(3) The Supplier shall ensure that suitable packaging is selected to ensure safe and damage-free transport to DELO. He undertakes to use packaging that complies with the requirements of the delivery documentation regarding the packing of the contractual products. In addition, the packaging must be limited to the extent necessary to protect the goods and may only consist of environmentally compatible and recyclable materials. Unless otherwise agreed, the Contractor shall take back packaging free of charge and ready for disposal. If the Supplier uses any delivery and shipping instructions and material specifications for packaging from DELO, these shall be observed.

(4) A delivery of materials required for the service provision at DELO is permitted after prior consultation with DELO. A representative of the Contractor must be on site when the material is delivered.

§ 9 Delivery and Inspections

The delivery shall be inspected by us or a third party commissioned by us for identity, content-related correspondence between the order and the delivery, as well as obvious and externally recognizable transport damage within a period of two weeks from the day of its contractual handover; the Supplier shall be notified thereof. We shall accept the delivery and confirm delivery acceptance on the basis of the delivery documentation and the marking on the outermost packaging of the goods. There is no further obligation to carry out a technical incoming goods inspection. We shall check the delivery within five working days from the day of its contractual handover. In this respect, the Supplier waives the objection of delayed notification of defects. The Supplier guarantees the suitability of his delivery and service for this purpose. Drawal and damages without limitation.

§ 10 Acceptance of Services

(1) With the exception of pure services, the services to be rendered by the Contractor require acceptance.

(2) After completion of the service provision, the Contractor declares in writing that the work is ready for acceptance. Any necessary acceptance dates shall be mutually agreed between the parties within a reasonable period of time after notification of the completed work. During acceptance, DELO checks whether the delivery includes the services agreed in the contract and whether the work complies with the agreed quality and fulfills the agreed functionality and performance characteristics. If, during acceptance, defects are found which make acceptance impossible, the Contractor shall remedy these without undue delay and, after remedying them, declare that the goods are again ready for acceptance.

(2) After the successful acceptance test, the overall performance shall only be deemed accepted after written confirmation by DELO (acceptance protocol). DELO is only entitled to a prior partial acceptance if this has been expressly agreed by contract. However, the warranty periods for defects in the overall performance shall in any case only commence with the final acceptance.

§ 11 Dates, Delay

(1) All delivery and service dates stated in the order or otherwise contractually agreed are binding. The fulfillment of the performance obligation or the arrival of the goods at the agreed place of delivery or at the shipping address or receiving point specified in the order is decisive for their compliance. If an acceptance test is contractually agreed, the actual completion date is decisive. Even in the event of early performance or delivery, we shall be entitled to deduct the additional expenses incurred if we deduct or store the goods, e.g. storage costs, from the purchase price.

(2) Without undue delay, the Supplier must notify DELO of any identified delays in delivery or performance, their causes and the expected duration. If, in such a case, accelerated transport of the goods is necessary in order to meet the agreed delivery or performance, we shall be entitled to deduct the additional expenses incurred if we deduct or store the goods, e.g. storage costs, from the purchase price.

§ 12 Ownership, Rights of Use

(1) After payment, DELO obtains ownership of the delivered and/or created contractual objects. Any subsequent disposal of title is excluded.

(2) If a transfer of ownership rights to the results of the contractual performance is not possible, DELO shall receive exclusive, worldwide, transferable and sublicensable rights of use, unlimited in time, content and space. These rights of use also extend to DELO to modify, expand and repair the performance result. In addition, DELO is also entitled to the aforementioned rights of use for illustrations, drawings, calculations, analysis methods, recipes, programming and other performance results that are necessary for the execution of the contract. DELO is entitled to transfer them to third parties, in particular for the purpose of maintenance and/or reproduction of spare and replacement parts.

(3) If the acquisition of the rights of use in accordance with the preceding paragraph is opposed to the rights of third parties to components included in the performance results, the scope of the rights of use of DELO is to be agreed accordingly in individual contracts.

(4) The Contractor shall remain entitled to continue to use standard plans, plan modifications and other of its existing standard materials and know-how used by him in the development of the performance results, also for third party orders. A non-exclusive, irrevocable, temporally and spatially unlimited, transferable and sublicensable right of use is hereby granted to DELO.

(4) The Contractor is liable for ensuring that industrial property rights, copyrights and other rights of third parties are not infringed by the delivery and use of the subject matter of the contract and shall indemnify DELO from any claims of third parties for infringement of these rights.

§ 13 Tools

If the Supplier manufactures tools at our expense for the execution of the contract, it is agreed that these tools shall become the property of DELO after payment. The handover is replaced by the fact that the Supplier is entitled to keep the tools on loan until the contract is completed. The Supplier shall insure the tools against fire, water, theft, destruction and other damage at replacement value at his own expense. He is obliged to carry out any necessary maintenance and inspection work at his own expense and in good time. He must notify us immediately of any incidents. Any claims for damages on our part shall remain unaffected. Without our consent, the Supplier is not entitled to use these tools to carry out other orders for third parties or to sell the tools. At our request, he shall be entitled to return the tools to us after execution of the contract. We are entitled to inspect these tools at the Supplier's premises at any time, and the Supplier shall grant us access to them.

§ 14 Prices, Terms of Payment

(1) All prices are fixed prices, unless explicitly agreed otherwise, and include all costs, charges, expenses and travel costs. They are subject to the statutory value added tax. All prices are to be indicated in US-Dollar. If the Supplier has another national currency, the amount in the respective national currency must also be indicated for information purposes only. Possible price adjustment clauses or similar shall not apply. If no special agreement has been made, the prices are DDP (to INCOTERMS®2020) inclusive packing.

(2) Remuneration is payable within 14 days of receipt of a properly issued invoice with 2 % cash discount or within 30 days net cash from receipt of a properly issued invoice or delivery of goods or provision of services, if this takes place later and unless otherwise agreed. In the event of defective delivery, the term shall not commence before a delivery free of defects.

(3) Payments shall only be made based on invoices. The invoice must clearly show the relevant service. A separate invoice must be issued for each order number. Receipts shall be sent in single copies; “as-constructed” drawings for settlement and other supporting documents in duplicate. The order number, the order item number, the service recipient and the ordering company must be indicated on the invoices. Settlement documents and documentation (test certificates, parts lists, work certificates, acceptance protocol, measurements, plans, etc.) must be enclosed. Advance payments already received shall be deducted from the invoice amount.

(4) Additional services outside the agreed scope will not be remunerated unless the contractual partners have agreed this in writing in advance.

(5) The invoice shall be sent electronically to DELO ( ).

(6) Payment by us does not constitute recognition of conditions and prices which have not previously been effectively agreed. The time of payment has no influence whatsoever on the rights in respect of claims or defects to which DELO is entitled to.

(7) Assignments or pledges of claims which the Supplier has against DELO are only permitted with the written consent of DELO. DELO will not unreasonably withhold consent.

(8) A limitation of the rights of DELO to assert a right of retention against claims of the Supplier or to offset against the Supplier's claims is invalid.

§ 15 Remuneration Based on Time and Material

(1) If, in exceptional cases, a remuneration based on time and material has been expressly agreed, the hourly or daily rate agreed for this purpose shall apply.

(2) Unless otherwise agreed, the Contractor shall unsolicitedly submit daily activity reports, including a carbon copy, for signature to DELO. An activity report shall contain at least the following information: company names of DELO and Contractor, order and accounting data, name and qualification of the executing employees, description of the services rendered, start, duration and end of the service provision, material used, if applicable.

(3) The Contractor shall submit the signed activity reports together with the relevant invoices.

§ 16 Liability for Defects, Warranty

(1) We are entitled to statutory warranty rights without restriction. Except in the case of services, we are therefore entitled, after setting a reasonable deadline, to demand the rectification of defects or the withdrawal of the defect or delivery of a defect-free item including the associated documentation. All costs incurred in the course of subsequent performance shall be borne by the Supplier. If subsequent performance fails, we shall be entitled to statutory rights to replacement, reduction, withdrawal and damages without limitation.

(2) If DELO informs the Supplier of the intended use of the goods to be delivered, the Supplier guarantees the suitability of his delivery and service for this purpose.
§ 17 Property Rights of Third Parties
(1) The Supplier warrants that the goods and services are free from third-party rights and that the delivery and service does not infringe any third-party rights.
(2) In the event of product changes arising from the manufacture, delivery, storage or usage of the received goods or services rendered, including all claims due to the infringement of third-party property rights.

§ 18 Liability, Indemnity
(1) The liability is based on the statutory provisions.
(2) Upon first request, the Supplier shall be obliged to indemnify us without limitation in terms of amount against any liability to third parties or against all claims of third parties and associated costs arising from the manufacture, delivery, storage or usage of the received goods or services rendered, including all claims due to the infringement of third-party property rights.

§ 19 Insurance Cover
During the term of this contract, including warranty and limitation periods, the Supplier is obliged to maintain a business liability insurance cover valid worldwide, in particular for the NAFTA regions as well, with conditions customary in the industry and a minimum coverage of € 3,000,000 per damage event. Lower coverage must be agreed with DELO in individual cases. The insurance must also adequately cover the risks arising from product liability, including the risk of recall. The insurance policy or a suitable cover note from the insurer must be submitted to us immediately on request. Any further claims for damages remain unaffected.

§ 20 Quality Assurance, Change Management
(1) The Supplier undertakes to ensure permanent quality assurance of its goods by applying a suitable quality assurance system, e.g. DIN EN ISO 9001 et seq. or equivalent, or other suitable quality tests and controls during and after the manufacture of its goods. These tests shall be documented by the Supplier.
(2) The Supplier shall be obliged to have spare parts available during the service life of the goods as known from experience. In the event of product changes and/or product discontinuations, the Supplier is obliged to take suitable measures to ensure continued delivery and to inform us without undue delay after becoming aware of such changes and/or discontinuations.
(3) The Supplier must inform us unsolicitedly about changes concerning
   - material composition
   - description of the product
   - test methods and equipment
   - change of production site
   - required storage conditions
   - safety-relevant changes to the safety data sheet
   - such as the change may be of significance to us. If a change refers to an ongoing contractual relationship, this requires a written, mutually agreed change to the contract.
(4) For this purpose, the Supplier must regularly inquire with its Suppliers about planned product changes/discontinued products, inform us about possible alternative products and provide us with the relevant data sheets, samples, etc., without being asked. Upon receipt of a notification of amendment/notice of discontinuation, we shall have 30 days, or at least six months to place a final purchase order with the Supplier on the terms and conditions applicable at the time of receipt of the notification of amendment/notice of discontinuation. If the Supplier violates this obligation, he shall be obliged to compensate us for any damages incurred as a result.

§ 21 Audit
DELO is entitled, after consultation with the Supplier, to carry out audits at the Supplier’s premises, either himself or through commissioned third parties who have been obliged to maintain secrecy by DELO. The Supplier shall not unreasonably withhold his consent.

§ 22 Confidentiality; Prohibition of Filming and Photographing
(1) If we have concluded a non-disclosure agreement with the Supplier, this shall apply accordingly to all information disclosed in connection with a delivery, service or otherwise. In other cases, the following regulations apply:
(2) The Supplier shall keep all illustrations, drawings, calculations and other documents and information confidential, including information on products and existing equipment and processes, which have been disclosed to him in connection with the delivery in oral, written or other form and which have been marked or designated as confidential or are confidential by their nature ("Confidential Information"). If the Contractor should be authorized to use this information for purposes of clause 23, it is to be regarded as Confidential Information. This shall not apply to information which (i) is generally known or is lawfully made publicly available, (ii) was lawfully known to Supplier before he received it from us, (iii) the Supplier has developed independently without recourse to or use of the information received from us, (iv) the Supplier has received lawfully and without an obligation of secrecy from third parties who in turn have acquired such information lawfully and without an obligation of secrecy, (v) the Contractor is required to disclose information to official or court orders. In this case, he shall inform us prior to disclosure and limit the scope of such disclosure as far as legally permissible. The Supplier may only disclose or pass on Confidential Information to third parties with our express prior written consent. The Supplier may not use Confidential Information to employees is only permitted to the extent necessary to serve the purpose of the contractual obligations incumbent on the Supplier.

(3) The Supplier shall be liable for all damages incurred by us as a result of a breach of the above-mentioned confidentiality obligations.

(4) Filming and taking pictures is prohibited on the company premises of DELO. The Contractor is only allowed to make videos and photos if this has been approved in advance by DELO or if the Contractor only makes these recordings to document his own services. In this respect, the Contractor is subject to the image control by DELO. Recordings violating this prohibition must either be deleted or returned to DELO.

23 Data Protection
(1) The contractual partners undertake to comply with the applicable statutory provisions on data protection, the Supplier assures that he has taken appropriate technical and organizational measures to implement the relevant data protection regulations.
(2) If the Contractor receives access to personal data in the course of providing the contractual services, he shall provide us with the applicable data protection regulations, in particular, personal data exclusively for the purpose of providing the contractual services (purpose), ensure that his employees only have access to the data to the extent absolutely necessary, obligate his employees in writing to maintain data secrecy, instruct them about the data protection regulations to be observed and prove to this on DELO request. The Contractor assures to protect transmitted data according to the provisions of the law.
(3) Processing of personal data by the Contractor on behalf of DELO is generally not intended. If, however, this has been agreed by mutual consent of the contracting parties in exceptional cases, an agreement regarding contractual data processing must be concluded before the provision of the personal data.

Deviations from this are to be expressly agreed in writing between DELO and the Contractor and are subject to a conclusion of the necessary contracts.

§ 24 Advertising, Naming of Reference Customers
The Supplier is only permitted to make advertising references, of whatever type and scope, to the business relationship existing between us and the Supplier, in particular reference to contractual products, with our express prior written consent. The Supplier shall be liable for all damages incurred by us as a result of a breach of the above-mentioned confidentiality obligations.

§ 25 Customs Declaration, Export Control
(1) If the Supplier is based abroad or if he imports goods, he shall assume responsibility for the correctness of the declaration of the goods, which must comply with the applicable customs regulations and the applicable foreign trade law. The Supplier can also provide a long-term Supplier’s declaration which is valid for one year. The Supplier shall be liable for costs resulting from the neglect of the declaration obligation.
(2) In particular, the Supplier shall ensure on his own responsibility that the goods or parts thereof to be supplied by him are not subject to national or international export restrictions. Should products or parts thereof be subject to such an export restriction, the Supplier shall procure the necessary export licenses for worldwide export at his own expense.
(3) In the event of violations of export restrictions for which he is responsible, the Supplier shall expressly indemnify us from any liability and responsibility in the external relationship, irrespective of the legal grounds, and shall bear all damages incurred by us due to the violation.

§ 26 REACH, CLP, RoHS, Conflict Minerals
(1) The Supplier shall also be responsible for ensuring that the goods comply with the provisions of Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) as amended. In particular, the substances contained in the goods have been pre-registered or registered to the extent required under the provisions of REACH. In accordance with the provisions of REACH, the Supplier shall provide us with safety data sheets and further necessary information without being requested to do so. In particular, restrictions and/or bans of substances or uses and any contents of substances on the candidate list (SVHC) must be observed and communicated. The information should be sent to compliancechemie@delo.de.
(2) Chemical raw materials shall be classified, labeled and packaged in accordance with Regulation (EC) No 1272/2008 ("CLP").
(3) The Supplier shall also be responsible for ensuring that the goods or parts thereof to be supplied by him comply without restriction with the requirements of Directive 2011/65/EU as amended on June 08, 2011 (RoHS II) and Directive (EU) 2015/863 as amended on March 11, 2015 (RoHS III) and all subsequent amendments as well as the national regulations issued within the European Union in implementation of this Directive (e.g. ElektroG 2011) and are suitable for RoHS-compliant manufacturing processes. The Contractor shall inform us in good time about the earliest possible time of availability of RoHS-compliant contractual products. As far as contractual products cannot be delivered RoHS-compliant, we reserve the right to withdraw from the respective framework or individual contract.
(4) The Supplier undertakes to deliver the delivery item in accordance with the provisions of the RoHS Directive (EU) 2011/65/EU. As of May 17, 2015 laying down supply chain due diligence obligations for Union importers of tin, tantalum and tungsten, their ores, and gold originating from conflict-affected and high-risk areas and Section 301 of the US Trade Act. The Supplier also undertake to adopt the use of so-called “conflict minerals” (tin, gold, tantalum, tungsten) in his supply chain and to take appropriate measures to ensure that the delivery item does not...
Insofar as a contractual partner cannot fulfil his obligations as a result of force majeure, the partial services provided so far.

§ 31 Force Majeure

(1) DELO is entitled to an ordinary right of termination at any time. In the event of any breach of the standards, laws and regulations referred to in (1) to (3) above, DELO calls upon the Supplier to ensure that all its subcontractors of any tier adhere to the ESG Standards likewise. The Supplier is obliged to comply with all relevant legal requirements, such as laws against corruption, bribery, money laundering, cartel violations, tax offences and fraud. Under no circumstances will the parties pay, offer, accept or demand, directly or indirectly, bribes or other forms of inducement or reward for any act or omission in connection with this agreement.

§ 28 Complying with Legal Provisions

(1) The Supplier shall ensure on his own responsibility that the goods or parts thereof to be delivered by him or the services to be rendered comply with all applicable laws, guidelines, ordinances or other public law provisions and regulations of authorities and professional associations.

(2) The Supplier expressly exempts us from any liability and responsibility in the external relationship, irrespective of the legal grounds, for violations of one of the provisions mentioned in § 25, § 26, § 27 for which he is responsible, and shall bear all resulting damages.

§ 29 Corporate Social Responsibility, Compliance

(1) The corporate culture and policy of DELO requires impeccable conduct towards business partners and prohibits any conduct that could damage the good reputation of the respective business partner. DELO has described its understanding in the Supplier Code of Conduct (https://www.delo-adhesives.com/terms-of-purchase). DELO expects the Supplier to adhere to these Standards. Furthermore, DELO calls upon the Supplier to ensure that all its subcontractors of any tier adhere to the ESG Standards likewise. The Supplier is obliged to comply with all relevant legal requirements, such as laws against corruption, bribery, money laundering, cartel violations, tax offences and fraud. Under no circumstances will the parties pay, offer, accept or demand, directly or indirectly, bribes or other forms of inducement or reward for any act or omission in connection with this agreement.

(2) In compliance with Regulations (EC) No 881/2002 and (EC) No 2580/2001 of the Council of the European Union, which are applicable in every EC Member State, a prohibition to make funds or economic resources, directly or indirectly, available to any natural or legal person, group or entity was introduced for the purpose of combating terrorism. The Supplier undertakes to respect this prohibition and to check whether the name of any of his business partners and employees is identical with a natural or legal person, group or entity included in the lists published as annexes to the Regulations. In the event of a name identity, business transactions with these persons, groups or organizations shall not be made.

(3) In the event of any breach of the standards, laws and regulations referred to in paragraphs (1) to (2) above, DELO shall have the right to terminate the Agreement by extraordinary notice.

§ 30 Termination

(1) DELO is entitled to an ordinary right of termination at any time. In the event of ordinary termination, the Contractor shall be entitled to the remuneration due for all deliveries and services provided up to the effective date of termination. Any further claims are excluded.

(2) The right to terminate for good cause remains unaffected.

(3) If DELO terminates the contract extraordinarily for good cause and if the Contractor is responsible for this, the Contractor shall only be entitled to remuneration for the deliveries and services provided so far, provided that DELO has an interest in the partial services provided so far.

§ 31 Force Majeure

(1) Insofar as a contractual partner cannot fulfill his obligations as a result of force majeure pursuant to paragraph (2), he shall be released from these obligations for