



Zwiesel Kristallglas AG · Dr.-Schott-Straße 35 · D-94227 Zwiesel

Zwiesel Kristallglas AG  
Dr.-Schott-Straße 35  
D-94227 Zwiesel  
Fon +49 (0) 9922 / 98-0  
zwiesel-glas.com

## ZWIESEL KRISTALLGLAS

### Content

- Zwiesel Kristallglas AG Terms of purchase (Page 2 – 12)
- Zwiesel Kristallglas AG Supplier Information (Page 13 – 21)

Vorsitzender des Aufsichtsrates:  
Prof. Dr. Klaus Trützschler

Vorstand:  
Prof. Dr. Andreas Buske

Registergericht:  
Deggendorf  
HRB003



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# Terms of purchase

## 1. Scope of application

All supplies and services of Suppliers to Zwiesel shall be governed by these terms only. They shall not apply to construction or labour agreements.

Conflicting terms of Supplier shall not apply even if Zwiesel fails to object to them in a specific case, namely if Zwiesel accepts supplies ordered without such objection, or if Zwiesel refers to correspondence which contains, provides for or makes reference to conflicting terms of Supplier.

These terms shall apply to all future agreements with Supplier, even if Zwiesel does not refer to these terms again.

## 2. Written form

Supplier shall give all and any notices or declarations to Zwiesel under or in relation to an agreement in writing. Otherwise, such notices or declarations shall be invalid.

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Agreements, amendments or addenda to agreements, as well as individual agreements, shall be read and construed as fixed in writing or as confirmed in writing by Zwiesel.

### 3. Offers and orders

If the Supplier does not confirm the order without any changes, without undue delay, at the latest, however, two weeks after receipt, Zwiesel shall be entitled to cancel such order without any cost.

The right of Zwiesel to provide for a different time for Supplier to confirm such an order shall remain unaffected. Supplier shall confirm such orders without undue delay, however, no later than five working days following receipt of the order.

### 4. Delivery dates and delays

a) Dates agreed or confirmed for supplies or services shall be binding.

If delays are to be expected or have occurred, Supplier shall inform Zwiesel immediately.

b) If Supplier fails to deliver supplies or services at the date agreed between the parties, Supplier shall be in delay. If, under the agreement between the parties, a date can be identified until which the supplies or services have to be delivered or performed at the latest, Supplier shall likewise be in delay after such date has passed. In the cases under sentences 1 and 2, Zwiesel shall be entitled to its rights in case of delay of debtor as provided under statutory law.

c) Supplier shall pay to Zwiesel liquidated damages of 0,5 per cent of the value of supplies or services for each new week of delay, up to a maximum of 5 per cent of the value of supplies or services. Supplier may prove that

actual damages of Zwiesel are lower. Nothing in this paragraph shall restrict the right of Zwiesel to claim higher damages.

- d) If Supplier fails to deliver its supplies or performs its services even after an appropriate deadline set by Zwiesel has expired, Zwiesel shall, after such expiry, be entitled to entrust the supplies or deliveries to a third party and to charge necessary expenses and additional cost to Supplier. Zwiesel shall be entitled, at the same time, to claim damages in lieu of performance.

## 5. Prices

- a) Prices stated in an order shall be binding. They are based on Incoterms 2010 DDP Zwiesel (delivered duty paid Zwiesel). The price shall comprise installation or implementation of devices, cost for packaging, duties, transportation and, if applicable, insurance. Supplier shall take back packaging material at its own cost upon request of Zwiesel.
- b) Unless stipulated otherwise, Zwiesel shall pay the price following delivery of products or approval of services and receipt of the correct invoice (lit. c) within 14 days with a discount of 3 per cent, or within 30 days net.
- c) Supplier shall state the order number and the date of the order in all confirmations, delivery documents or invoices. If one of these statements is missing, Zwiesel shall be entitled to return the invoice. In any case, periods for payment under lit. b shall be extended by such time by which review and processing of an invoices is delayed because of missing statements.
- d) Zwiesel shall not owe interest on receivables due. Zwiesel shall not be in delay of payment unless dunned in writing by Supplier. Interest for delay in payment shall be five per cent points above the base rate.

e) Zwiesel shall be entitled to retention and set-off as provided under the law. Furthermore, Zwiesel may withhold payments even if due as long as obligations of Supplier arising out of incomplete or defective supplies are open.

## 6. Deliveries

- a) Supplier may subcontract supplies or services with the prior written consent of Zwiesel only. Supplier shall remain responsible for complying with all obligations to Zwiesel in any case.
- b) Deliveries in part shall be subject to the prior written consent of Zwiesel.
- c) A technical description and a manual for use shall be supplied without charge for instruments and technical devices. Software shall be deemed supplied no sooner than complete documentation relating to systems and users has been handed over. If software has been developed for Zwiesel, programmes shall be supplied in a source code format, too.

## 7. Regulatory Issues

- a) Supplier shall comply with all legal or regulatory requirements applicable to its supplies or services. Relevant certificates, instructions for disposal or documents shall be provided with the deliveries free of charge.
- b) Supplier shall be solely responsible for complying with provisions for avoiding accidents when fulfilling its obligations. Devices or equipment required under such provisions, as well as manuals or instructions from the manufacturer, shall be provided with the supplies free of charge.

## 8. Transfer of risk, approval

- a) Risk of loss or deterioration shall pass to Zwiesel according to the Incoterms 2000 DDP Zwiesel upon delivery in the Zwiesel premises. In case of deliveries including installation, such risk shall pass as soon as the device has been installed successfully. The approval of the installation shall be fixed in a formal minute.
- b) If Zwiesel starts to use a work product, this shall not replace the formal approval procedure.

## 9. Obligation to inspect products and to give notice of defects, effort for inspection

- a) Zwiesel shall inspect products supplied in view of defects which can be detected upon examination of the exterior and review of delivery documents. In addition, Zwiesel shall conduct spot checks according to generally accepted statistical methods. Notice of deviations from the agreement concerning quality or quantity of products shall be deemed timely if sent to Supplier within 14 days following receipt of the products.
- b) Without prejudice to any further rights, Zwiesel shall be entitled to inspect a delivery completely to the cost of Supplier if defects exceed maximum tolerances fixed by the parties.

## 10. Warranty for defective products

- a) Supplier shall warrant that products, upon transfer of risk, have the qualities as agreed between the parties and comply with the specifications. Zwiesel shall have all claims provided under the law in case of defective products. A second delivery shall be unacceptable (§ 440 German Civil Code) if defects are caused by errors in development or technical design of



products. In such case, Zwiesel shall be entitled to its rights under Section 10 lit. d immediately.

- b) As long as a product is not in the custody of Zwiesel, Supplier shall bear the risk of loss or deterioration.
- c) In urgent cases, in particular if safety of operations of Zwiesel is endangered or if extraordinarily high damage may arise, furthermore to remedy minor defects, Zwiesel shall be entitled to remedy the defect or possible damage caused by the defect itself or have the defect or such damage remedied by a third party, each at the cost of Supplier. This shall likewise apply if Zwiesel has set an appropriate deadline for second delivery and Supplier has failed to remedy the defect or deliver non-defective products until such deadline. This shall also apply if Zwiesel is forced to remedy or have remedied defects immediately in order to avoid delay of delivery to its own customers.
- d) If Zwiesel chooses not to remedy defects itself as provided under lit. c, it may, after having set an appropriate deadline for second delivery, rescind the agreement or to reduce the compensation due under the agreement (reduction of price). In addition to these two alternative remedies, Zwiesel shall have the right to claim damages.
- e) Products supplied may not be encumbered by rights of third parties. If software is to be supplied, Supplier shall be liable for holding all rights, namely intellectual property rights, that are required for selling the software.
- f) Unless provided otherwise, the period for warranty rights shall extend to

36 months running from transfer of risk under Section 8 lit. a. The period for warranty shall not run for such time beginning by Zwiesel sending a notice of defects and ending by Zwiesel receiving non-defective products or services. For parts of deliveries remedied or supplied as replacement for defective products, or services repeated for warranty purposes, the period defined in the first sentence shall run again beginning by receipt of non-defective products or services, unless Supplier has made a replacement delivery or remedied defects only as a matter of courtesy or for other reasons than those of warranty under this Section.

g) Nothing in these Terms shall limit or restrict rights and claims of Zwiesel as a Purchaser or a Customer for works under statutory law.

## **11. Obligation to hold harmless in case of defects**

Supplier shall defend and hold harmless Zwiesel against any and all claims raised by third parties – regardless of the cause of action – because of material or legal defects caused by default of Supplier. Supplier will reimburse Zwiesel necessary cost of legal action required to defend against such claims.

## **12. Technical documentation, tools and production devices**

a) Zwiesel reserves any and all property rights or copyrights for technical documentation, tools and specifications. Such documents or objects may be used for fulfilling the agreement only and shall be returned to Zwiesel, including all copies, even without a request, as soon as no supplies are owed under the agreement any more. Supplier waives any rights of retention it may have against Zwiesel in this respect. Supplier shall not take copies nor replicate such objects unless this is indispensable to fulfill the agreement with Zwiesel.



- b) If Supplier produces or develops objects as defined in Section 12 lit. a wholly or in part at the cost of Zwiesel, Section 12 lit. a shall apply mutatis mutandis. In such case, Zwiesel shall acquire joint property of such objects. Supplier shall keep in custody the objects for Zwiesel free of charge. Zwiesel may, however, acquire the rights at the objects against payment of expenses of Supplier that have not been amortised yet and require Supplier to return the objects at any time.

### **13. Product Liability**

- a) a) Supplier shall be responsible for any and all claims raised by third parties to the extent damages to persons or property have been caused by a defective product supplied by Supplier. Supplier shall defend and hold harmless Zwiesel against any liability arising thereof. If Zwiesel is obliged to call back its own products because of deficiencies of a product supplied by Supplier, Supplier shall bear all cost related to the call back. Zwiesel shall inform, as far as possible and acceptable, Supplier about the scope of call back measures and grant it an opportunity to comment.
- b) Supplier shall take out insurance against product liability risks with a coverage of at least € 5 million and maintains it throughout the business relation with Zwiesel and up to 3 years later. Supplier shall provide Zwiesel a copy of the insurance policy upon request.
- c) Nothing in this section shall limit any rights under statutory law for products liability.

### **14. Material provided by Zwiesel**

- a) Material provided by Zwiesel to Supplier for manufacturing products shall remain the property of Zwiesel. Supplier shall keep such material in custody

applying the care of a prudent businessman and separate them from its own property or property of third parties and label it property of Zwiesel. Supplier shall take out insurance to the amount of the value of the material against loss or damage. Section 13 lit. b shall apply accordingly. Such material may be used for fulfilling the respective Zwiesel order only.

- b) Any processing, remodelling, combination or amalgamation of material provided by Zwiesel shall be for the account and to the benefit of Zwiesel. New products so manufactured shall become property of Zwiesel immediately. If the material provided by Zwiesel is only a part of such new products, Zwiesel shall acquire joint ownership of the new objects to the share corresponding to the value of the material provided by Zwiesel in relation to the overall value of all material used.

## 15. Relief from Supplier

- a) Zwiesel may claim relief within the supply chain as provided by the law (Sections 478 and 479 of the German Civil Code) in addition to, and without prejudice to its warranty rights. Zwiesel may claim from Supplier the same form of cure which it owes its own customers. The right to opt for a remedy under Section 439 par. 1 German Civil Code shall remain unaffected.
- b) Zwiesel shall use its best endeavours to inform Supplier and ask for the point of view of Supplier within an appropriate period of time before acknowledging or fulfilling its own warranty obligations. If Supplier does not reply within such period of time, the warranty provided by Zwiesel shall be deemed lawfully owed to the Zwiesel customer, subject to proof to the contrary by Supplier.

- c) Zwiesel shall be entitled to relief within the supply chain even if products have been processed, amalgamated or combined.

## 16. Confidentiality

- a) Supplier shall treat the terms of an agreement and all information received from Zwiesel in relation to the agreement as confidential and shall use it only to the extent necessary to fulfill the agreement.

This shall not apply if Supplier proves that it was aware of such information before it entered into contacts with Zwiesel or has been provided such information later on by a third party without an obligation of confidentiality or that the information was in the public domain or has become public without the responsibility of Supplier.

Supplier shall mention its business relationship with Zwiesel to third parties with the prior written consent of Zwiesel only.

- b) Supplier shall exhibit products produced exclusively for Zwiesel, namely according to drawings or specifications provided by Zwiesel, or manufacture such products for third parties, only with the prior written consent of Zwiesel.
- c) Supplier shall pay to Zwiesel a contractual penalty of EUR 10,000.00 for any infringement to this Section 16. This shall not exclude the right to claim higher damages.

## 17. Retention of Title

Title to products supplied shall pass to Zwiesel without any conditions and independently from payment of the purchase price. In particular, extended or prolonged retention of title shall be excluded. In any case, title to the products shall pass to Zwiesel upon payment of the prices for these very products.

## 18. Severability

If any provision in the agreement or in these terms is or becomes invalid, the validity of the other provisions of the agreement or of these terms shall not be affected. If the agreement or these terms have gaps, these gaps shall be deemed filled by provisions which the parties, considering the intention of the agreement and the purpose of the terms, would have agreed upon if they had been aware of the gaps.

## 19. Place of performance, court of venue, applicable law

a) Exclusive court of venue, shall be the District Court of Munich I.

Zwiesel may also file suit at the place of general jurisdiction of Supplier.

b) The agreement shall be subject to the law of the Federal Republic of Germany, except for its rules of conflicts of law. The UN Convention on International Sales of Goods shall not apply.

c) If in doubt, the German language version of these Terms shall prevail.

Date: 01.06.2011

## ZWIESEL KRISTALLGLAS

# Supplier Information

The quality of the products of Zwiesel Kristallglas AG and its subsidiaries depends not least on the quality of the supplies. It must therefore be ensured that all supplies and services meet the agreed requirements. The fulfilment of the respective quality requirements is a basic prerequisite and an essential component of every contract between the companies of Zwiesel Kristallglas AG and their suppliers. In order to meet the quality requirements of Zwiesel Kristallglas AG, it is necessary that the supplier has an up-to-date and effective quality assurance system. The supplier is responsible for the quality of his products.

## Quality policy of Zwiesel Kristallglas AG

Quality management and the quality concept are anchored in such a way that we continuously and consistently pursue the improvement of services, products, processes and the organisation in all functional areas. The quality policy is defined in three principles:



### **Satisfied customers are our benchmark**

The fulfilment of our customers' expectations is the benchmark for innovations, products, services and processes at Zwiesel Kristallglas AG. We guarantee the Zwiesel Kristallglas AG quality standard to our customers and partners worldwide.

### **Quality is the basis of our competitiveness**

Each employee takes responsibility for the quality of his or her work and continuously develops the quality standards required at his or her workplace. We constantly monitor our quality standards and apply them to all contractors and suppliers of Zwiesel Kristallglas AG.

### **Faultlessness is our goal - continuous improvement is our way.**

We ensure the suitability, stability and efficiency of all processes through prevention and continuous improvement, thus ensuring our future-oriented competitiveness.

### **Quality in procurement**

Purchased materials, assemblies, equipment, systems, plants and services become part of our products or directly or indirectly influence their quality. Requirements for goods, products and services to be procured must therefore be systematically planned, controlled, checked and constantly improved.

### **Evaluation criteria for the quality capability of suppliers are**

- The technical quality of the products,
- the logistical quality of the deliveries,
- the communicative quality of the business partners and
- the commercial quality of the contracts.

This objective is a joint task of the procurement organisation with the suppliers and requires close cooperation, insofar as the type and scope of the orders require it, with appropriate organisational processes for both partners. Responsible suppliers strengthen their performance and the confidence of their customers by setting up and demonstrating an effective, up-to-date quality assurance system.

## **Quality requirements of products and services to be procured**

The quality requirements are based on the requirements documents provided by the Procurement organisational unit, which clearly define the goods and services to be procured. Technical requirements can refer to standards, rules and regulations (DIN, ISO, VDE, UW, etc.) and are a contractual component of the quality requirement to be observed by the supplier.

Requirements documents are - in the case of development, planning, execution by the supplier - also corresponding documents of the supplier himself. They require our approval and release. The supplier must ensure that planning, production and monitoring are always carried out in accordance with the latest valid documents.

## **Quality assurance systems and measures**

With the contract, the supplier has assumed obligations and agreements in accordance with the statutory regulations. He has a significant influence on the quality of his delivered products and services and must also ensure a deviation-free delivery. He must therefore ensure by means of appropriate, suitable quality assurance systems and measures that the deliveries and services fully comply with the stipulated requirement profiles of the contract.

The quality assurance system applied by the supplier or the measures introduced shall ensure that

- raw materials purchased from sub-suppliers are not processed or installed until they are in full compliance with the agreed requirement profile;
- any deviations occurring are quickly identified, appropriately analysed, corrective measures introduced and their effectiveness ensured;
- the contractual delivery and service meet all specified and agreed requirements.

## Quality planning, inspections and records

In consultation with the supplier, the user and procurement staff define appropriate inspection plans, instructions and procedures to ensure that the quality requirements are met. Depending on the risk assessment of the purchaser, documented individual inspections, with associated characteristics according to inspection plans and instructions, or random sample inspection systems may be used. Records of the results of tests carried out can be agreed as evidence in the event of product liability. If required, proof of conformity, tool certificates and test certificates (e.g. according to DIN 50049) shall also be provided.

## Delivery request

The agreed delivery dates, product and performance requirements must be complied with. Packed and ready-for-shipment deliveries are to be demonstrably released by corresponding responsible persons (production or quality managers) of the supplier. The supplier shall pack and inspect products appropriately and avoid transport damage and loss of use.



If necessary, agreed special packaging requirements shall be observed. For the purpose of recording and processing incoming goods, each packing and delivery unit shall be provided with an externally visible identification showing the contents, number of pieces, order number and packing date. If further details are necessary, these shall be coordinated and agreed upon.

## Audits

By means of agreed audits at the supplier's premises, the client or an authorised representative can, if necessary, inform himself about the type, scope and effectiveness of the quality assurance system and the supplier's measures.

## Initial sample inspection and release

Prior to the commencement of series deliveries, initial samples shall be presented in good time for assessment and release in the following cases:

- for new parts and products, if agreed;
- in the case of changes to quality characteristics, tolerances and characteristic limits;
- in the case of the use of new or modified raw materials, technologies, tools, machines, plants and production facilities.

The samples must be representative and the quality capability of all material and application characteristics must be tested and documented by initial sample test reports and measurement sheets. The sample consignments shall be clearly and visibly marked „Sample“. To ensure traceability and for comparison in case of disagreement, it is advisable to keep approved sample

parts or modified samples in an appropriate place. Appropriate testing and release procedures may be agreed for products developed and produced by the supplier.

## **Duty to inform**

Deviations and unilateral changes are not permitted without prior written approval.

## **Willingness to cooperate**

The procurement organisations of Zwiesel Kristallglas AG are happy to discuss all issues arising in this context with suppliers and to provide support if required.

## **Incoming goods inspection**

On receipt of goods, general and specific quality inspections are carried out according to sampling plans.

The inspection results of the delivery are taken into account in the supplier evaluation. If there is evidence that a documented quantitative and qualitative outgoing goods inspection is carried out at the suppliers, this is positively reflected in the supplier evaluation.

## **Supplier evaluation**

The supplier evaluation provides information on the performance of individual suppliers and enables an objective comparison between several suppliers.

Service, communication skills, product quality, pricing policy, delivery



reliability, logistics, environmental and energy management are recorded and evaluated.

## **Environmental policy of Zwiesel Kristallglas AG**

Our aim is to implement environmental protection in a continuous improvement process as an integral part of all corporate activities and to prevent environmental damage. Compliance with legal regulations and official requirements is a matter of course for us and is subject to permanent monitoring.

Our corporate goal is also to reconcile environmental protection and economic efficiency. To achieve this, we need the commitment of all our employees. We strengthen them through training and by giving them independence and responsibility. Managers therefore play a special role as role models.

## **Environmental management**

Zwiesel Kristallglas AG strives to avoid negative effects of its products on people and the environment wherever possible. The supplier must set up and maintain an efficient environmental management system to achieve this goal. The procurement department will be pleased to answer any questions that may arise in this context.

## **Energy policy of Zwiesel Kristallglas AG**

Zwiesel Kristallglas AG has set itself the goal of optimising energy consumption in a long-term and sustainable manner. To this end, an energy management system is operated in accordance with DIN EN ISO 50001.



We are committed to measurably increasing our energy efficiency on an ongoing basis and to constantly looking for and implementing potential for optimising our energy consumption and energy use.

We have appointed an energy manager for this purpose.

We are committed to ensuring that all the necessary information and resources are available internally.

We commit ourselves to comply with all legal requirements regarding energy efficiency, energy consumption and energy use. We also undertake to comply with such requirements even if they do not result from laws but from agreements we have entered into with our customers or other third parties.

We give preference to energy-efficient products and services in procurement. When comparing possible variants, we do not only consider the acquisition costs in isolation, but also the consequential costs due to energy consumption during the expected period of use.

We set detailed and measurable targets for our energy efficiency, energy consumption and energy use based on the framework defined here and review them regularly.

We communicate this commitment throughout the company. We review them regularly and adapt them to new situations as necessary.

## **Energy management**

We remind our suppliers that an evaluation of products, facilities and



services that have a significant impact on our energy use is based in part on energy-related performance.

In this respect, we expect active support from our suppliers with regard to a possible optimisation of our energy use and energy consumption, as well as our energy efficiency over the planned useful life of the required energy-using products, facilities and services.

Date: 13.12.2022