

GENERAL TERMS AND CONDITIONS OF PURCHASE

OF

ZWILLING J.A. HENCKELS AG

and its affiliates

Section 1 Scope of Application of these General Terms and Conditions of Purchase

(1) All business relations with business partners, contractors, service providers or suppliers ("**Supplier(s)**") of ZWILLING J.A. Henckels AG and its majority owned affiliates (hereinafter "**ZWILLING**") shall be subject to these General Terms and Conditions of Purchase ("**Conditions of Purchase**" or "**COP**").

(2) The CFP shall in particular apply to contracts for the sale and delivery of goods (comprising at all times all goods sold or delivered to ZWILLING, including in particular components and raw material, packaging, packaging components, compulsory information and other product-related labelling and claims, as well as any other information and information materials to be provided to consumers, irrespective of whether the Supplier manufactures the goods itself or purchases them from its suppliers (hereinafter "**Goods**")), and/or contracts for works and/or services provided by the Supplier (hereinafter "**Services**").

(3) Unless otherwise agreed, the CFP in the version valid at the time of ZWILLING's order or in any case in the version last provided to the Supplier in text form or electronic form or within ZWILLING's vendor management system ("**VMS**") shall also apply in its most recent version to all subsequent transactions with ZWILLING without any need of express reference hereto.

(4) The CFP shall apply exclusively. Any deviating, conflicting or supplementary terms and conditions of the Supplier, shall not become part of the business relationship, unless ZWILLING has expressly consented to their application, this requirement of consent shall apply in any case, e.g., even if the Supplier refers to its general terms and conditions within the scope of the order confirmation and ZWILLING does not expressly object thereto. ZWILLING's acceptance of Goods or Services without objection may not be construed as acceptance of any other terms and conditions.

(5) In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms® published by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the respective contract.

(6) Legally relevant declarations and notifications of the Supplier with regard to the respective contract (e.g. setting of deadlines, reminders, withdrawal) or any amendments or supplements to the CFP shall be made in writing. "**Written**", "**in Writing**" within the meaning of these CFP includes written and text form or electronic form (e.g. letter, e-mail, EDI).

(7) References to the applicability of statutory provisions shall only be of a clarifying nature. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these CFP.

Section 2 Order and conclusion of contract

(1) ZWILLING's order shall be deemed binding at the earliest upon Written submission or confirmation. The Supplier shall point out obvious errors (e.g., spelling and calculation errors) and incompleteness of the order including the order documents to ZWILLING for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed as not concluded.

(2) The Supplier shall be obliged to confirm orders placed by ZWILLING in Writing within 7 (seven) days, or to execute it without reservation, in particular by dispatching the Goods (acceptance). A delayed acceptance or deviations from ZWILLING's order shall be deemed a new offer and shall require ZWILLING's acceptance. The Supplier is obliged to point out any deviations at the time of submitting its new offer.

(3) Irrespective of whether or not an order is placed, the Supplier is not entitled to any payment or compensation for visits or the preparation of offers, projects, services or any other documentation necessary for the conclusion of the business relationship.

Section 3 Prices

(1) The price stated in the order is binding. It shall be indicated without applicable VAT or consumption tax; the latter shall be shown separately.

(2) Unless otherwise agreed in individual cases, the price shall include all Services and ancillary services of the Supplier, as well as all ancillary costs (e.g., the costs of packaging, loading and transport to the shipping address specified by ZWILLING, assembly of Goods at the point of use, equipment, materials and travel, transport and liability insurance).

(3) In case the parties have not agreed on individual prices, any change of former prices shall be notified to ZWILLING in Writing at least three months in advance. Prices individually agreed between the parties can only be changed upon mutual consent and after being confirmed by the parties in Writing.

Section 4 Invoicing, Bank Account and Payments

- (1) Invoices shall be sent to ZWILLING after, and separately from the dispatch of the Goods. In case of provision of Services it shall be sent after the receipt and acceptance of the Service by ZWILLING. The invoice shall state the order number, order date, a description of the Goods and/or Service(s) and, where required, the ZWILLING item number for each article, as well as the quantity, recipient and place of delivery. Invoices shall also indicate all information about the Supplier's bank required by ZWILLING in order to transfer the payments, as well as all information required for the purpose of tax processing upon request of ZWILLING. Inaccurate or incomplete invoices shall be deemed to have not been received; in this case ZWILLING shall inform the Supplier within a reasonable period of time, and the Supplier shall provide accurate and complete invoices.
- (2) The Supplier guarantees that the bank account is owned by the Supplier and is located at a bank in the country of the Supplier's registered office. Upon ZWILLING's request the Supplier shall provide further details about the Supplier, its beneficial owners etc. that might be required in particular for anti-money laundering purposes. ZWILLING is entitled to withhold any payments until provision of the aforementioned information.
- (3) Invoices shall be paid net within 60 days of the delivery of the Goods, or the receipt and acceptance of the Service, and the receipt of the accurate and complete invoice. The Supplier shall not be entitled to demand payments on account.
- (4) Even if not expressly noted, effecting payments is always subject to invoice verification. Under no circumstances does effecting payment constitute an acknowledgement of proper delivery of Goods or performance of Service, or a waiver of the right to complain against liability for non-conformity to agreement, and/or approval/acceptance of the Goods received or the Service provided.
- (5) ZWILLING shall be entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the extent provided by law. ZWILLING shall be entitled to withhold payments due as long as ZWILLING is still entitled to claims against the Supplier in particular arising from Defective Delivery. The execution of the aforementioned rights by ZWILLING does not give Supplier any right to withhold or refuse performance of its obligations.
- (6) The Supplier shall have a right of set-off or retention only in respect of counterclaims that have been established by declaratory judgment or are undisputed.
- (7) ZWILLING does not owe any interest on arrears above the statutory interest rate set forth in the Civil Code.

Section 5 Delivery, Acceptance, Delivery Time

- (1) If not agreed otherwise, the shipment and delivery of the Goods shall be DDP (Incoterms 2020) to the shipping address specified by ZWILLING. There shall be no partial deliveries, unless otherwise agreed in Writing.
- (2) For Services to be performed by the Supplier, as well as for deliveries that involve the assembly of Goods at the point of use, ZWILLING shall provide Written acceptance of the Services performed after having verified the absence of defects. In such cases the risk is transferred to ZWILLING at the time of the Written acceptance. There shall be no partial acceptances, unless otherwise agreed in Writing.
- (3) ZWILLING shall be entitled to issue detailed specifications and instructions with regard to the mode of transport, the choice of carrier, the delivery of Goods as well as with regard to Services to be rendered at ZWILLING's premises, including the personnel deployed for this purpose. The Supplier shall duly take into account and implement any specifications and/or instructions for delivery communicated by ZWILLING, unless these are unreasonable or do entail a significant increase in costs.
- (4) If not instructed otherwise by ZWILLING, the delivery must be accompanied by a delivery note indicating: the order number issued by ZWILLING, date (issue and dispatch), the content of the delivery (article numbers and quantities), and a corresponding dispatch note with the same content must be sent to ZWILLING separately from the delivery note before delivery. If the delivery or dispatch note is missing or incomplete, or in case the Supplier does not comply with specific delivery instructions provided by ZWILLING, ZWILLING shall not be responsible for any delays in processing and payment resulting therefrom.
- (5) ZWILLING is entitled to carry out pre-shipment inspections. A pre-shipment inspection shall not be deemed or construed to be an acceptance of the Goods or Services or waiver of any of ZWILLING's rights, implied or expressed, nor does it exempt the Supplier from complying with the delivery dates and deadlines.
- (6) The dates or deadlines for the delivery of Goods or provision of Service ("**Delivery Time**") specified in the order shall be binding. In the case of delivery of Goods, the receipt of the Goods at the shipping address specified by ZWILLING is decisive for compliance with the Delivery Time. For Services to be performed by the Supplier, as well as for deliveries that involve the assembly of Goods at the point of use, the determinative factor shall be the time at which ZWILLING provides Written acceptance. The Supplier shall bear the procurement risk for its Goods and Services unless otherwise agreed in individual cases (e.g., limitation to stock).
- (7) In case the Supplier becomes aware that it will not meet the Delivery Time, for whatever reason, it shall notify ZWILLING immediately in Writing, stating the reasons and the estimated length of the delay. The validity of the agreed dates or deadlines shall remain unaffected.

Section 6 Specifications, Product Compliance

(1) The Supplier guarantees that all the Goods it supplies and all the Services it provides are in accordance with technical regulations, best industry practice, latest state of the art technology and the specifications, descriptions, quality and functionality requirements, the manufacturing process, testing schedules and other instructions included in these COP and/or provided by ZWILLING, as well as product and/or production and/or Service related applicable laws, administrative orders, statutory provisions or comparable regulations in the countries of production and destination (the latter, if not agreed otherwise, as indicated in ZWILLING's order) (altogether "**Specifications**"). The Supplier shall adhere to the Specifications and shall not change any parts of it without ZWILLING's prior Written approval.

(2) Without limiting the Supplier's guarantee set out under paragraph (1), the Supplier declares that it is aware that ZWILLING manufactures and markets Goods that are subject to stringent requirements of hygiene and food regulations. Therefore, the Supplier guarantees that the Goods it supplies, or the Services it performs, for the manufacture of such Goods, always satisfy these requirements in every respect, particularly (as far as applicable for the respective Good): the European Directive 2001/95/EC on general product safety, concerning food contact to the REGULATION (EC) No 1935/2004 and its subordinate regulations and guidelines issued by public authorities, professional bodies and trade associations in the country of destination, as well as Regulation (EC) No 1907/2006 (REACH), California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65), Commission Regulation (EC) No 2023/2006 of December 2006 on good manufacturing practice for materials and articles to come into contact with food, Code of Federal Regulations – Title 21 – Food and Drug (FDA) of 1938, California Assembly Bill No. 1200 Chapter 503. As long as not agreed otherwise between ZWILLING and the Supplier in writing, the Supplier further guarantees that the Goods it supplies do not contain any substances on the list of potential "Substances of Very High Concern" (SVHC) of the European Chemicals Agency (ECHA) and comply with any further regulations agreed within a quality assurance agreement or otherwise.

(3) The Supplier shall inform ZWILLING about any mistakes in the Specifications which are known or should have been known to the Supplier taking into consideration its experience and qualification. It shall also inform ZWILLING about possible improvements or new legal requirements.

(4) ZWILLING is entitled to change the Specifications at any time, in particular if this is required by applicable law. The new Specifications shall only apply to new orders placed by ZWILLING.

(5) In addition, the Supplier shall ensure a proper traceability of the Goods as well as the materials used for their production up to the point of delivery specified by ZWILLING, as required by the Specifications.

(6) If the Supplier's performance concerns digital content or services within the meaning of Directive (EU) 2019/771 ("**Digital Products**") or parts thereof, which ZWILLING offers to its customers, the Supplier shall ensure that updates of its performance, which are necessary for ZWILLING to maintain the contractual conformity of the Digital Product or parts thereof vis-à-vis its customers as owed by law ("**Updates**") are provided to ZWILLING free of charge. The Supplier shall inform ZWILLING about such Updates. The required Updates shall also include security updates.

(7) Insofar as the performance concerns **Goods with digital elements** within the meaning of Directive (EU) 2019/771 or parts thereof which ZWILLING offers to consumers, paragraph (6) shall apply accordingly.

(8) In the event of a termination of the agreement, the Supplier's obligations pursuant to paragraphs (6) and (7) above with regard to the Digital Products or Goods with digital elements that ZWILLING has ordered up to the time of the termination of the agreement shall continue to apply beyond the time of the termination of the agreement.

(9) The Supplier undertakes to provide ZWILLING, upon ZWILLING's request, with a declaration of conformity for each product group supplied to ZWILLING in accordance with the respective Specifications. Furthermore, the Supplier guarantees and declares conformity of all the materials supplied by its subcontractors. The declaration of conformity shall be updated by the Supplier at least every 18 months, or anytime earlier at ZWILLING's request. If requested by ZWILLING, the Supplier shall present within a period of 7 days, or in the event of imminent danger without delay, the test results of independent, accredited institutes or its own data taken as a basis for the declaration of conformity.

Section 7 Liability, Defective Delivery, Inspection of Goods

(1) The Supplier is responsible and liable for the entire Goods and Services, including parts of the Goods or Services which have been manufactured or provided by a sub-supplier. Therefore, ZWILLING can submit all claims to the Supplier and the Supplier cannot refuse these claims due to the fact that these claims are related to Goods or Services which have been sourced from/provided by a sub-supplier. Upon ZWILLING's request, the Supplier shall assign its claims against its sub-suppliers to ZWILLING. Any compensation received from sub-supplier cannot be claimed again from the Supplier.

(2) The Supplier shall be liable in accordance with the statutory provisions and these COP that the Goods and Services have the agreed Specification at the time of transfer of risk or - in case of Services - acceptance by ZWILLING. It makes no difference whether the Specification originates from ZWILLING, the Supplier, its subcontractors or a third manufacturer.

(3) In case the Goods deviate from their requirements (including but not limited to defects of the Goods, title of the Goods, non-adherence with the Specifications, delayed, wrong, and/or partial deliveries, as well as improper assembly/installation or defective instructions), improperly performed, delayed, wrong or incomplete Services and in the event of other breaches of duty, including but not limited to obligations set out under these COP ("**Defective Delivery**") ZWILLING shall be entitled to full statutory rights, in particular – at ZWILLING's discretion - supplementary performance, removal of defect, reduction of purchase price, rescission of the contract, and in addition claim damages and reimbursement of expenses, as well as (only to the extent that it is in ZWILLING's favour) to the supplements and clarifications

set out under these COP. In cases where the Supplier has given a warranty, or a guarantee, liability for damages shall not be dependent upon fault.

(4) ZWILLING's obligation to inspect and give notice of defects shall be limited to defects which become apparent during ZWILLING's incoming goods inspection by outer inspection, including the delivery documents (e.g. transport damage, wrong delivery and short delivery) or which are recognizable during ZWILLING's quality control in the random sampling procedure. If acceptance has been agreed (e.g., for deliveries that involve the assembly of Goods at the point of use), there shall be no obligation to inspect. Otherwise, it shall depend on the extent to which an inspection is feasible in the ordinary course of business (in general 21 days after delivery), taking into account the circumstances of the individual case. ZWILLING's obligation to give notice of defects discovered later shall remain unaffected. Notwithstanding ZWILLING's duty to inspect, ZWILLING's notice of defect shall be deemed to have been given without undue delay and in due time if it is sent within 21 days from substantiated knowledge or, in the case of obvious defects, from delivery.

(5) ZWILLING's right to subsequent performance shall also include removal of the defective Goods and re-installation, provided that the Goods were installed in another item or attached to another item in accordance with their type and intended use before the defect became apparent; ZWILLING's statutory claim to reimbursement of corresponding expenses (removal and installation costs) shall remain unaffected. The expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labor, inspections, penalties and material costs and, if applicable, removal and installation costs, shall be borne by the Supplier. ZWILLING's liability for damages in the event of an unjustified request for rectification of defects shall remain unaffected; in this respect, however, ZWILLING shall only be liable if ZWILLING recognized or was grossly negligent in not recognizing that there was no defect.

(6) Notwithstanding ZWILLING's statutory rights and the provisions in para. 5, the following shall apply: If the Supplier fails to fulfil its obligation to provide subsequent performance - at ZWILLING's discretion by remedying the defect (subsequent improvement) or by delivering a Good or Service free of defects (replacement delivery) - within a reasonable period of time set by ZWILLING, ZWILLING may remedy the defect itself and demand reimbursement of the expenses required for this from the Supplier or a corresponding advance payment. If subsequent performance by the Supplier has failed or is unreasonable for ZWILLING (e.g., due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline needs to be set; ZWILLING shall inform the Supplier of such circumstances without delay, if possible in advance.

(7) In the event of a Defective Delivery ZWILLING shall be entitled to a lump-sum compensation of 1% of the value of the respective delivery or Service for each week that has elapsed until the defect has been remedied but totaling not more than 5% of the value of the respective delivery or Service. ZWILLING's right to assert further claims for damages shall remain unaffected, though the lump-sum compensation shall be offset against them. Acceptance of a Defective Delivery or Service shall not constitute a waiver of the right to assert a claim for the lump-sum compensation or other claims for compensation.

(8) If not agreed otherwise within an AQL (accepted quality level), in the event of defects of the same type occurring in 5% or more of the delivered Goods ZWILLING shall be entitled to reject the entire delivery as being defective and to assert its rights under these COP in relation to the entire delivery.

Section 8 Supplier Recourse

(1) ZWILLING shall be entitled to claim compensation from the Supplier for expenses which ZWILLING had to bear in relation to its customer due to claimed defects. Without restricting ZWILLING's rights, ZWILLING shall in particular be entitled to demand exactly the type of subsequent performance (repair or replacement) from the Supplier that ZWILLING owes to its customer in the individual case; in the case of Goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates.

(2) Before acknowledging or fulfilling a claim for defects asserted by ZWILLING's customer, ZWILLING shall notify the Supplier and request a Written statement, briefly explaining the facts. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by ZWILLING shall be deemed to be owed to ZWILLING's customer. In this case, the Supplier shall have the burden of proof to the contrary.

(3) ZWILLING's claims from supplier recourse shall also apply if the defective Goods have been combined with another product or further processed in any other way by ZWILLING, ZWILLING's customer or a third party, e.g., by installation, attachment or assembly.

Section 9 Producer Liability, Indemnification

(1) In case of a Defective Delivery the Supplier shall indemnify ZWILLING against third-party claims to the extent that the cause of the damage lies within the Supplier's sphere of control and organisation.

(2) Within the scope of its indemnification obligation, the Supplier shall also reimburse expenses for reasonable measures arising from or in connection with a claim by a third party including recall actions carried out by ZWILLING or its customers. ZWILLING shall inform the Supplier about the content and scope of recall measures - insofar as possible and reasonable - and give the Supplier the opportunity to comment. Further legal claims shall remain unaffected.

(3) The Supplier shall take out and maintain product liability insurance as well as a product recall/product protection insurance with a lump sum coverage of at least EUR 5(five) million per personal injury/property damage.

Section 10 Product Data

(1) The Supplier shall provide ZWILLING accurate product data and specification of the Goods as required in particular for the fulfilment of product or environmental compliance management obligations or any applicable regulation in connection with an extended producer responsibility and such data and specification of the Goods requested by ZWILLING. ZWILLING shall not be obliged to verify the product data provided by the Supplier, and can forward it directly to any third party, including customers and authorities.

(2) For a period of at least 5 years from the date of each shipment of a Good, the Supplier agrees to keep complete records of the manufacture, product data, storage and shipment of the Goods and, upon ZWILLING's request to make these records available.

Section 11 Samples

(1) The Supplier shall first produce pre-production samples of all Goods and submit them in quantities sufficient for performing quality control (at least five sets) free of charge for ZWILLING's approval at the latest eight weeks before start of production. At ZWILLING's request, the Supplier shall provide additional information and documentation free of charge to enable ZWILLING to satisfy itself of compliance with all Specifications.

(2) The Supplier is not entitled to start serial production before ZWILLING's written approval to the pre-production samples.

(3) For the avoidance of any doubt, ZWILLING's approval to the samples does not exempt Supplier from any of its responsibilities and liabilities under applicable law and/or under these COP nor does it limit any of ZWILLING's rights under these COP or according to applicable law.

(4) After ZWILLING confirmed the specifications of the respective samples the Supplier shall ensure that the respective Goods are of a uniform and consistent quality according to the approved pre-production samples and Specifications.

(5) At ZWILLING's request, the Supplier shall submit samples of an on-going production of the Goods (hereinafter referred to as "Production Samples") to ZWILLING in reasonable intervals for quality control. Such Production Samples shall be provided in quantities sufficient for performing quality control and free of charge. At ZWILLING's request, Supplier shall provide additional information and documentation free of charge to enable ZWILLING to satisfy itself of compliance with all Specifications.

(6) In case a Production Sample does not comply with applicable statutory provisions and/or differs from the approved quality specifications and/or the samples approved by ZWILLING, Supplier shall immediately inform ZWILLING in writing. In case the afore-described default is detected by ZWILLING, it shall immediately inform Supplier in writing. Supplier shall then provide for rectification. If Supplier does not achieve rectification for the respective Good within a period of 60 days after aforementioned notification, ZWILLING shall be entitled to fully or partially terminate the contractual relationship with Supplier without observing a further notice period. Further statutory rights or rights according to these COP remain unaffected.

Section 12 Property Rights

(1) The Supplier guarantees that the Goods delivered are not subject to any third party rights or claims in the country of destination, in particular third party rights based on industrial property rights or other intellectual property rights such as but not limited to patent rights, know how, designs, copyrights, trademarks, trade dress, trade secrets, hereinafter "**Property Rights**". If the country of destination is not stated separately in the order, then it is the same as the delivery address provided.

(2) Should a third party file a claim against ZWILLING for breach of any third party Property Rights, then the Supplier shall be obliged to indemnify ZWILLING against such claims, provided the claimed breach of Property Rights falls within the Supplier's area of responsibility. This indemnification obligation shall be met upon ZWILLING's first Written request.

(3) The Supplier's indemnification obligation shall extend to any expenses that should accrue to ZWILLING in connection with the assertion of a claim by a third party and which ZWILLING should deem to be necessary. Any further claims arising from a Defective Delivery shall remain unaffected hereby. ZWILLING shall not lose its entitlement to indemnification and/or legal remedies by virtue of the fact that ZWILLING omitted to respectively notify the Supplier.

(4) The Supplier undertakes to respect ZWILLING's Property Rights and to avail itself of them exclusively for supplies to ZWILLING.

(5) The Supplier undertakes to refrain from filing an application for any Property Rights, internet domains, social media channels, hashtags etc. in its name that might infringe ZWILLING's Property Rights. The Suppliers further undertakes not to challenge any of ZWILLING's Property Rights.

(6) If not agreed otherwise with the Supplier in Writing ZWILLING reserves the Property Rights to all illustrations, drawings, calculations, pictures, samples, moulds, tools, documents, data etc. in connection with the Goods, Services and these COP, whether electronic or in any other form, including any copies thereof (hereinafter referred to as "**Information**"). The Information shall be used exclusively for production and delivery of the Goods and the performance of the Services.

Section 13 Retention of Title

(1) Title to the delivered Goods transfers to ZWILLING upon handover. Retention of title in the delivered Goods shall not be recognised.

(2) Insofar as ZWILLING provides the Supplier with parts of the Goods, ZWILLING retains title thereto. Processing or modification by the Supplier shall be undertaken on behalf of ZWILLING. If Goods to which ZWILLING retains title are processed with other items that do not belong to ZWILLING, ZWILLING shall acquire joint title to the new items in the ratio of the value of the Goods subject to retention of title to the value of the processed items at the time of the processing.

(3) If items supplied by ZWILLING are inextricably mixed with other items that do not belong to ZWILLING, ZWILLING shall acquire joint title to the new items in the ratio of the value of the Goods subject to retention of title to the other items in the mix at the time of the mixing. If the mixing takes place in such a way that the Supplier's items are to be regarded as the main items, then it shall be deemed to be agreed that the Supplier shall transfer joint title to ZWILLING on a pro rata basis; the Supplier shall hold the sole title or joint title on behalf of ZWILLING.

Section 14 Tools

(1) In case ZWILLING provides the Supplier with or pays for any tools used for the manufacturing of the Goods ZWILLING shall be and remains the sole owner of the tools, its construction data and/or any other data in connection with the tools. The tools shall be stored by the Supplier free of cost. The Supplier shall have no rights or interests in the tools, even if the repair and maintenance costs are borne by the Supplier.

(2) The Supplier guarantees that the tools shall only be used for the purpose agreed by ZWILLING in Writing; the tools provided by ZWILLING to the Supplier may neither be sold, mortgaged, assigned, pledged or otherwise forwarded to third parties without ZWILLING's prior Written consent, nor may they be used in any way for third parties or for Supplier's own purposes. The Supplier shall inform ZWILLING immediately if the tools are distrained or confiscated or the like.

(3) Upon ZWILLING's request, the Supplier is obliged to hand out the tools as well as the construction data and/or any data in connection with the tools. This data is subject to Section 18 (Confidentiality).

(4) Further details shall be subject to a respective tool agreement and/or the respective purchase order.

Section 15 Sub-contractors

(1) The appointment of sub-contractors requires ZWILLING's prior Written consent.

(2) Sub-contractors (if any) approved by ZWILLING shall be bound by the same obligations assumed by the Supplier and the Supplier shall ensure that such sub-contractors adhere to the terms and conditions of these COP as well as other supplemental agreements concluded with the Supplier.

(3) The Supplier shall be fully responsible and liable for its sub-contractors.

Section 16 Compliance with Social and Environmental Standards

(1) ZWILLING is committed to socially and environmentally responsible corporate governance as set out in detail within the ZWILLING Supplier Code of Conduct included in the VMS or available at www.zwilling.com/compliance. The Supplier shall therefore comply at all times during the existence of the contractual relationship with ZWILLING with all stipulations of the ZWILLING Supplier Code of Conduct as updated by ZWILLING from time to time.

(2) ZWILLING is member of the amfori Business Social Compliance Initiative (BSCI). As long as ZWILLING is a BSCI member and in case the Supplier is in scope of BSCI, the contractual relationship with the Supplier shall additionally be subject to the amfori BSCI Code of Conduct as amended from time to time. Notwithstanding its obligation under paragraph (1), in this case the Supplier also agrees to comply with the BSCI Social Standards and submits itself to the procedures defined by BSCI.

Section 17 Statute of Limitations

(1) The parties' mutual claims shall become time-barred in accordance with the statutory provisions, unless otherwise stipulated below.

(2) The general limitation period for claims for Defective Delivery shall be 2 years from the transfer of risk or the sale of the Good to the end consumer, whichever is later. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance. In addition, claims arising from defects of title or Section 8 (Supplier Recourse) and Section 9 (Producer Liability, Indemnification) shall in no case become time-barred as long as the third party can still assert the right - in particular in the absence of a limitation period - against ZWILLING.

(3) For replacement deliveries or repeat work within the scope of subsequent performance, the limitation period shall begin from the time of the replacement delivery or repeat work. The same applies in the event of subsequent rectification, provided this is in relation to the same defect or the results of a defective subsequent rectification.

Section 18 Confidentiality

(1) The Supplier undertakes to treat all Information arising from and in connection with the business relationship with ZWILLING as strictly confidential, and will ensure that third parties will not get access to it without ZWILLING's prior Written consent. This also applies to the

business relationship itself. In all other respects, the Non-Disclosure Agreement included in the VMS remains in force for the term of the contractual relationship and for at least 5 years after its termination.

(2) The confidentiality applies in particular to the VMS. The Supplier is therefore obliged to keep the access and the content of the VMS confidential and to make it accessible only to those company staff who require direct and immediate access ("need-to-know principle"). The Supplier shall observe in particular but not limited the following:

- (a) Impose a special duty of confidentiality on employees and sub-contractors;
- (b) Change the VMS password regularly - at least every 3 months, and without delay on an ad hoc basis (e.g., in the event of non-priority security incidents) or at the request of ZWILLING;
- (c) Immediately block access in the event of priority security incidents (e.g., attacks)
- (d) Immediately inform ZWILLING in Writing if an authorised person leaves the company or is no longer assigned to the respective project).

(3) The Supplier is obliged to inform ZWILLING immediately of any security incidents and measures according to the aforementioned paragraphs.

Section 19 Termination

(1) If not agreed otherwise in a separate agreement, the contractual relationship shall run for an indefinite period of time. It can be fully or partially terminated by ZWILLING without cause with a notice of four weeks. However, any orders placed by ZWILLING until the end of the notice period, shall be handled according to the COP as well as any additional agreements concluded between the parties. It can be terminated by the Supplier within a minimum notice of six months unless a longer termination is required in order to avoid special hardship for ZWILLING, e.g. due to the investments made by ZWILLING or the time required to find a suitable replacement.

(2) ZWILLING shall be entitled to fully or partially terminate the contractual relationship with the Supplier without notice for good cause. Good cause shall be deemed to exist in particular:

- (a) if the Supplier gets into financial difficulties, becomes insolvent, an application for the opening of insolvency proceedings has been filed against the Supplier, such an proceeding has been terminated due to a lack of assets, enforcement proceedings against the Supplier have been unsuccessful, or enforcement measures against the Supplier have been initiated and have not been revoked within a month (e.g., setting aside of a seizure);
- (b) if the Supplier is in breach of Section 12 (1), (5), (6) (Property Rights), 14 (2) (Tools), 15 (1), (2) Sub-Contractors, 16 (Compliance with Social and Environmental Standards) and/or 18 (Confidentiality);
- (c) in case of Defective Delivery, though only after a period set for remedial action has expired to no avail, unless this is, exceptionally, unnecessary;
- (d) in case the Supplier materially and/or constantly breaches its contractual obligations.

(3) Upon termination the Supplier shall

- stop producing Goods or providing Services except for those related to orders placed before the end of the respective contractual relationship;
- upon ZWILLING's request, provide ZWILLING without undue delay with all information related to the Goods and Services provided by ZWILLING and/or including ZWILLING's Property Rights;
- upon ZWILLING's request destroy or hand out to ZWILLING without undue delay all remaining Goods (overproduction), tools in accordance with Section 14, information and documentation related to the Goods and Services provided by ZWILLING and/or including ZWILLING's Property Rights, in particular product data, ingredients, constructions, etc.

(4) The following provisions shall continue in force after termination or expiration of the contractual relationship with Supplier until they have become time barred, Section 7 (Liability, Defective Delivery, Inspection of Goods), Section 8 (Supplier Recourse) Section 9 (Producer Liability, Indemnification), 10 (Product Data), 12 (Property Rights), 14 (3) (Tools), 15 (Sub-Contractors), 17 (Statute of Limitations), 18 (Confidentiality), and any other clause required to give effect to the intention of the parties shall continue in effect and be binding upon the parties (e.g. special agreements on delivery of spare parts, repair Services etc.).

Section 20 Final provisions

(1) Annexes, schedules, individual agreements or comparable documents included in the VMS or otherwise provided to the Supplier, in particular those related to Specifications ("Annexes") form an integral part of the COP. In case of discrepancies or collisions between clauses of the COP and its Annexes the Annexes shall prevail.

(2) The Supplier may not assign its rights and obligations in whole or in part without ZWILLING's prior Written consent. ZWILLING shall be permitted to assign its rights and obligations to its majority owned affiliated companies.

(3) Should any provision of these COP be or become, either in whole or in part, void, ineffective or unenforceable, then the validity, effectiveness and enforceability of the other provisions of these CFP shall remain unaffected thereby. To the extent permitted by law, any such invalid, ineffective or unenforceable provision shall be deemed replaced by such valid, effective and enforceable provision as most

closely reflects the economic intent and purpose of the invalid, ineffective or unenforceable provision regarding its subject-matter, scale, time, place and scope of application. The aforesaid rule shall apply mutatis mutandis to any gap that may be found to exist in these CFP.

(4) The exclusive place of jurisdiction for any disputes arising in connection with contracts to which these COP apply shall be Tokyo, Japan. However, ZWILLING shall be entitled to bring actions against the Supplier before another competent court, in particular at the place of the Suppliers registered office.

(5) The entire legal relationship between the Supplier and ZWILLING shall be governed by the law of Japan under exclusion of the UN Convention on Contracts for the International Sale of Goods.

We hereby accept these General Terms and Conditions of Purchase and their validity for all future transactions with ZWILLING J.A. HENCKELS AG and its affiliates:

Date:

Signature and company stamp:

Name of the Supplier and signee:
