

I. General information

1. For all business relationships with business partners and suppliers of KNOLL (hereinafter referred to as "**Supplier**"), the General Terms and Conditions of Purchase of KNOLL (hereinafter referred to as "**GTCP**") shall apply exclusively, unless KNOLL expressly agrees to deviations or conditions of the Supplier in writing.
2. They also apply if KNOLL accepts the supplier's delivery without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from KNOLL's GTCP.
3. The GTCP also apply to all future transactions between KNOLL and the supplier, without the need for a renewed reference to these conditions.
4. The following GTCP apply only to entrepreneurs within the meaning of § 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law.
5. Individual agreements (e.g. framework supply agreements, quality assurance agreements) and information in KNOLL's order shall take precedence over the GTCP. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.
6. Legally relevant declarations and notifications by the Supplier in relation to the contract (e.g. setting of deadlines, notification of defects, cancellation or reduction) must be made in writing. Written form within the meaning of these GTCP includes written and text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declarant, remain unaffected.
7. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCP.

II. Orders, order acceptance, payment

1. Offers from the supplier must be submitted in writing and are free of charge and non-binding for KNOLL. The supplier shall expressly point out to KNOLL any deviations from its enquiry. Offers to KNOLL must contain all relevant information necessary for a technical and price assessment.
2. Supply contracts (order and acceptance) and delivery call-offs as well as their amendments and supplements must be made in writing; agreements made by telephone or verbally require written confirmation from KNOLL.
3. If the order or the delivery call-off is not confirmed in writing by the supplier within 5 working days of receipt, KNOLL is entitled to cancel the order without the supplier being able to derive any claims.
4. The price stated in the order is binding. Unless otherwise agreed, the price includes delivery "delivered duty paid" (DDP, Incoterms 2020), packaging, insurance, VAT and all customs duties and taxes. The agreed prices are fixed prices. Unless otherwise agreed, payment shall be made within 14 days, calculated from delivery and receipt of a proper invoice, with a 3% discount or net within 30 days of receipt of the invoice. KNOLL reserves the right to choose the means of payment. Invoices must be submitted stating the order number, article number and item number. In the case of bank transfer, payment is deemed to have been made on time if KNOLL's transfer order is received by KNOLL's bank before expiry of the payment period; KNOLL is not responsible for delays caused by the banks involved in the payment process.
5. Payments by KNOLL do not constitute recognition of the delivery or service as being in accordance with the contract.
6. The supplier guarantees that all customs regulations have been observed and properly fulfilled. In particular, the supplier guarantees that all preference certificates and certificates of origin as well as supplier declarations have been properly issued. The supplier shall indemnify KNOLL from any recourse claims due to the violation of the above obligations.
7. The supplier is only authorised to assign claims against KNOLL or have them collected by third parties with the express written consent of KNOLL. The regulation of § 354a of the German Commercial Code (HGB) remains unaffected by this.
8. The occurrence of a default in payment without a reminder is excluded.
9. KNOLL is entitled to offsetting and retention rights as well as the defence of non-performance of the contract to the extent permitted by law. In particular, KNOLL is entitled to withhold due payments as

long as KNOLL is still entitled to claims from incomplete or defective services against the supplier. The supplier has a right of set-off or retention only due to legally established or undisputed counterclaims.

III. Service content, execution, changes

1. The service content results from the respective individual order. Documents, reports, ideas, drafts, models, samples and all other results arising from the provision of the service are part of the contractual service. The service results may be described in more detail by means of specifications, service description, schedule and other attachments. Annexes named in the order are part of the same.
2. In the case of goods with digital elements or other digital content, the supplier shall be responsible for providing and updating the digital content to the extent that this results from a quality agreement in accordance with Subsection (1) above or other product descriptions of the manufacturer or on its behalf, in particular on the Internet, in advertising or on the goods label.
3. The supplier shall ensure that all data and circumstances relevant to the fulfilment of its contractual obligations and the intended use of its deliveries by KNOLL are known to it in good time. He is responsible for ensuring that his deliveries include all services that are necessary for proper, safe and economical use, that they are suitable for the intended use and correspond to the state of the art in science and technology. The supplier shall observe all relevant standards, laws and legal regulations, in particular the relevant environmental protection, hazardous materials, hazardous goods and accident prevention regulations, as well as the generally recognised safety and occupational health regulations and the KNOLL factory standards when providing the services. The supplier must inform KNOLL about the required official authorisations and reporting obligations for the import and operation of the delivery items.
4. KNOLL can demand changes to the design and execution of the delivery item from the supplier within the scope of reasonableness. The supplier must implement the changes within a reasonable period of time. Reasonable arrangements shall be made by mutual agreement regarding the effects, in particular with regard to additional and reduced costs, as well as the delivery dates. If no agreement is reached within a reasonable period of time, KNOLL shall decide at its reasonable discretion.
5. The supplier shall ensure that it can also supply KNOLL with the delivery items or parts thereof as spare parts for a period of 10 years after termination of the supply relationship under reasonable conditions.
6. Partial deliveries are not permitted, unless expressly agreed otherwise. KNOLL is entitled to cancel the remaining quantity insofar as KNOLL has no interest in the partial delivery.
7. If the supplier discontinues the delivery of the spare parts after expiry of the period specified in Subsection (4) or discontinues the delivery of the delivery item during this period, KNOLL must be given the opportunity to place a final order.

IV. Software

KNOLL has the right to use software that is part of the product scope of delivery, including its documentation, to the extent permitted by law (§§ 69a ff. of the German Act on Copyright and Related Rights (UrhG)), the right to use it with the agreed performance features and to the extent necessary for contractual use of the product. KNOLL may also create a backup copy without express agreement.

V. Performance period

1. The dates and periods specified in the order are binding. The delivery period begins on the order date. Advance deliveries are only permitted with the written consent of KNOLL. The receipt of the goods by KNOLL or the timeliness of the successful acceptance shall be decisive for compliance with the delivery date or the delivery periods. If "delivered duty paid" (DDP, Incoterms 2020) or "delivery at place" (DAP, Incoterms 2020) has not been agreed, the supplier must provide the service taking into account the usual time for transport or dispatch.
2. If the supplier recognises that the agreed periods cannot be met, it must inform KNOLL of this immediately in writing, stating the reasons and the duration of the delay. KNOLL's statutory rights are not affected by this.

3. If the supplier does not meet the delivery date due to circumstances for which it is responsible, KNOLL is entitled, without prejudice to further statutory provisions, at its own discretion to withdraw from the contract after a reasonable grace period has expired, to procure a replacement from a third party and/or to demand damages for non-fulfilment. If the supplier does not meet the agreed delivery date, KNOLL is also entitled to demand 1% of the order value as a contractual penalty for each commenced calendar week of the delay in delivery, up to a maximum of 5% of the order value. The assertion of further claims remains unaffected by this. The penalty for delay shall be set off against any damage caused by delay that has actually occurred or that has been asserted. The right to demand payment of the agreed contractual penalty shall not be forfeited if the contractual penalty is not expressly reserved upon acceptance of the delayed delivery. The supplier shall be at liberty to provide evidence of lesser damage or evidence of the non-existence of damage.

VI. Force majeure

1. Cases of force majeure, in particular, but not limited to, riot, strike, war, flood, lockout, fire, epidemics, pandemics, epidemics, confiscation, boycott, legal or official orders and restrictions and other external, unforeseeable, extraordinary events, which cannot be prevented even by the utmost care and which affect the supplier, make its delivery obligations impossible and for which the supplier is not responsible, shall extend the delivery obligations by the duration of the existence of the cases or events, insofar as the supplier cannot fulfil its delivery obligation despite reasonable measures.
2. The supplier is obliged to inform KNOLL immediately in writing of this delay, including a description of the reason for the event, an estimate of the duration of the delay and an explanation of the remedial measures being taken to resume performance and any interim allocation plans of the supplier for the delivery of the goods during the delay period.
3. In cases of the above Subsection (1), KNOLL is entitled to withdraw from the contract in whole or in part after setting a reasonable deadline.

VII. Provisions

1. Substances, materials (e.g. software, finished and semi-finished products) as well as tools, templates, samples and other objects (hereinafter referred to as **"materials provided"**) remain the property of KNOLL and are to be stored, labelled and managed separately by the supplier free of charge. Their use is only permitted for the individual order in question. In the event of depreciation or loss, the supplier shall provide compensation. The supplier is obliged to insure the provisions belonging to KNOLL at replacement value against fire, water damage and theft at its own expense. This Section VII also applies to the invoiced provision of order-related material such as illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Upon request of KNOLL, the supplier shall hand over all confidential documents and objects to KNOLL. Rights of retention are excluded.
2. Processing or remodelling of provided material by the supplier shall be carried out for KNOLL. If the provided material is processed, inseparably mixed or remodelled with other objects not belonging to KNOLL, KNOLL shall acquire co-ownership of the new object in the ratio of the value of the provided object (purchase price plus VAT) to the other objects at the time of processing, mixing or remodelling. The supplier shall store the new or mixed or remodelled item for KNOLL with the care of a prudent businessman.
3. The ownership of models, tools, moulds, etc. (hereinafter referred to as **"tools"**) that are required for the provision of the contractual service shall be transferred to KNOLL upon creation. These tools are thus to be considered as provided by KNOLL. KNOLL has the right, at its own discretion, to demand the delivery of the tools or to have the tools scrapped by the supplier, free of charge for KNOLL. The scrapping of tools requires the written consent of KNOLL.
4. Materials and tools provided may only be used for the production of the goods ordered by KNOLL and may not be passed on to third parties, used in the context of orders from third parties, sold, pledged or made accessible or used in a similar manner without the written authorisation of KNOLL.

VIII. Subcontracting

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

IX. Secrecy

1. The supplier undertakes to treat all non-public, commercial or technical details that become known to it through the business relationship as business secrets and to protect them against unauthorised inspection, use or loss. Drawings, templates, samples, models or similar objects provided by KNOLL or produced at KNOLL's expense remain the property of KNOLL and may not be made accessible or provided to third parties without KNOLL's written authorisation. The reproduction of such objects is only permitted within the scope of operational requirements and copyright provisions. The documents and objects provided to the supplier must be returned to KNOLL after completion of the work without being requested to do so and in compliance with the confidentiality requirements, or must be securely destroyed in consultation with KNOLL. The supplier shall not retain or store any duplicates, copies, etc., unless it is obligated to archive them due to legal regulations. Subject to further rights, KNOLL can demand the return as soon as the supplier violates its obligations.
2. The supplier shall ensure that all persons entrusted with the fulfilment of the contract within the scope of the supply and business relationship observe the statutory provisions on data protection.
3. The confidentiality obligation also extends to all employees and subcontractors of the Supplier. The supplier undertakes to impose corresponding confidentiality obligations on this group of persons, insofar as this has not already been done. Furthermore, the supplier shall take all reasonable precautions to prevent third parties from gaining access to the work results or the information obtained by KNOLL.
4. Unless otherwise agreed in the order, the confidentiality obligation shall continue to apply for 5 years after delivery and performance. If the information requiring confidentiality is a business or trade secret of KNOLL, the confidentiality obligation shall apply for an unlimited period of time.
5. The confidentiality obligation shall only expire if and insofar as the knowledge contained in the documents provided has become generally known. Special confidentiality agreements and statutory provisions on the protection of secrets shall remain unaffected.
6. When providing references or making other statements to the public or authorities, the supplier may only name the company or trade mark of KNOLL if KNOLL has expressly agreed to this in writing, unless these statements are required due to mandatory legal regulations.

X. Liability for material defects

1. The supplier guarantees that the delivered goods are free of defects, in particular that they have the contractually agreed quality and quantity, comply with the specifications required by KNOLL and meet the quality and safety standards required at the time of delivery. KNOLL must agree to any changes prior to delivery of the goods.
2. KNOLL is not obligated to inspect the goods or make special enquiries about any defects upon conclusion of the contract. Partially deviating from § 442 Subsection (1) sentence 2 BGB, KNOLL is therefore entitled to claims for defects without restriction even if the defect remained unknown to KNOLL upon conclusion of the contract due to gross negligence.
3. The statutory provisions (§§ 377, 381 HGB) apply to the commercial obligation to inspect and give notice of defects with the following proviso: KNOLL's obligation to inspect is limited to defects that become apparent during KNOLL's incoming goods inspection under external examination including the delivery documents (e.g. transport damage, incorrect and short delivery) or that are recognisable during KNOLL's quality control in the random sampling procedure. If acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. KNOLL's obligation to give notice of defects discovered later remains unaffected.
4. If the limitation period for material defect claims is not agreed separately or if mandatory provisions of §§ 438, 634a BGB do not apply, the supplier warrants that its order performance shall remain free of defects, subject to longer statutory warranty periods, for a

period of 36 months from acceptance of the overall performance by KNOLL or the end customer, but in any case no longer than 48 months from handover of the overall performance to KNOLL. The limitation period for the notice of material defects shall apply regardless of the operational period of use. In the case of replacement deliveries, the period of liability for material defects for the replaced part begins anew.

5. The notification of defects shall interrupt the limitation period for claims for material defects with regard to the defective part of the delivery until the defect has been fully remedied.
6. The supplier shall also be liable within the scope of its liability for defects if it is not itself the manufacturer of the delivery item or parts thereof.
7. KNOLL may, at its own discretion, assert the statutory warranty claims, demand a replacement delivery or rectification of defects. In the event of a replacement delivery or rectification of defects, the supplier is obliged to rectify the defects at its own expense within a reasonable period set by KNOLL or to provide a new service. The supplier shall bear all costs incurred in connection with the rectification or replacement, including the necessary dismantling and installation, labour, material, travel and transport costs. The expenses necessary for the purpose of inspection and subsequent fulfilment shall be borne by the supplier even if it turns out that there was actually no defect. KNOLL's liability for damages in the event of an unjustified request to remedy defects remains unaffected; in this respect, however, KNOLL is only liable if KNOLL recognised or was grossly negligent in not recognising that there was no defect.
8. If the subsequent fulfilment by the supplier has failed or is unreasonable for KNOLL (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline needs to be set; KNOLL shall inform the Seller of such circumstances immediately, if possible in advance. The same applies if the supplier has delivered after the default has occurred.
9. The limitation period begins anew for replaced parts.
10. If more than 10 % of the goods in a delivery are defective, KNOLL is authorised to reject the entire delivery at the supplier's expense without inspecting the remaining goods.
11. Acceptance and payment by KNOLL does not mean that KNOLL recognises the goods as free of defects.
12. The supplier assigns its warranty claims against its upstream suppliers to KNOLL. KNOLL hereby accepts this assignment. KNOLL is authorised to disclose this assignment in the event of the supplier's insolvency. In addition, KNOLL is authorised to withdraw from the orders for the scope of delivery not yet fulfilled at this time.
13. Otherwise, the statutory claims shall apply.

XI. Property rights and liability for defects of title

1. The supplier warrants that the items or services supplied by it do not infringe domestic or foreign industrial property rights and are free from other third-party rights. He guarantees the unrestricted copyright authorisation for their use and trade in Germany and abroad.
2. The supplier undertakes to indemnify KNOLL and/or its customers in the event of a claim by third parties for infringement of domestic and foreign industrial property rights and other rights of third parties and to bear all costs (including court and attorney's fees) incurred by KNOLL or its customers in this connection. In addition, the supplier must compensate KNOLL and/or its customers for all damages arising from the fact that they relied on the free usability of the delivered items or services. The damage of a customer of KNOLL is only to be compensated by the supplier insofar as the customer makes a claim against KNOLL in this respect.
3. The supplier is not liable if it has manufactured or provided the delivered items or services exclusively according to KNOLL's drawings and models and it did not know or should not have known that the manufacture of the items or the provision of the service constitutes an infringement of rights in the aforementioned sense.
4. Upon request, the supplier shall name all property right applications that it uses in connection with the delivered items or services. If the supplier discovers an infringement of property rights or property right applications, it must inform KNOLL of this without being requested to do so and without delay.
5. If the sale and/or use of the delivery items is prohibited or, in KNOLL's judgement, is likely to be prohibited, the supplier shall, at KNOLL's discretion and exclusively at its own expense, either

procure for KNOLL the right to continue to use the goods or replace the goods with equivalent goods that do not infringe third-party property rights or modify the goods so that they no longer infringe third-party property rights or remove the goods and reimburse the purchase price including transport, installation, removal and other associated costs.

6. Subject to longer statutory limitation periods, the limitation period for defects of title shall be 36 months from the transfer of risk.

XII. Product liability, indemnification, liability insurance cover

In the event that claims are asserted against KNOLL due to product liability, the supplier is obligated to indemnify KNOLL from such claims if and insofar as the damage was caused by a defect in the contractual object delivered by the supplier. In cases of fault-based liability, however, this shall only apply if the supplier is at fault. If the cause of the damage lies within the supplier's area of responsibility, the supplier must prove that it is not at fault. Prior to a recall action that is wholly or partially the result of a defect in the contractual object delivered by the supplier, KNOLL shall inform the supplier, give it the opportunity to cooperate and exchange information with it about an efficient implementation, unless the information or participation of the supplier is not possible due to particular urgency. If a recall action is the result of a defect in the contractual item delivered by the supplier, the supplier shall bear the costs of the recall action. The supplier undertakes to maintain product liability insurance including recall risk with a lump sum cover of EUR 10 million per personal injury/property damage. Other claims of KNOLL remain unaffected.

XIII. Other agreements

1. If the supplier suspends payments, if there is suspicion of insolvency, if insolvency proceedings are applied for against its assets or judicial or extrajudicial composition proceedings are applied for, or if the opening of insolvency proceedings against the assets of the supplier is rejected due to lack of assets, KNOLL is entitled to withdraw from the contract. If no cancellation occurs, KNOLL may retain an amount of at least 10 % of the remuneration as security for the contractual claims until the expiry of the contractual limitation period of the defect claims.
2. Unless otherwise contractually agreed, the place of fulfilment for deliveries and services shall be the registered office of KNOLL.
3. If the supplier is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction is the registered office of KNOLL. However, KNOLL is also entitled to appeal to any legally competent court.
4. All legal relationships between the parties shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and private international law.
5. Should a provision be or become invalid, this shall not affect the validity of the remaining provisions.

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