

§ 14 Compliance with Legal Regulations

- (1) The supplier shall undertake the following with an effect towards the Siegfried Hofmann GmbH and also with the effect of a possible constitution of claims in favour of the supplier's own employees being used at the Siegfried Hofmann GmbH within the framework of the services agreed:
- a) The supplier shall pay its employees a minimum remuneration in accordance with § 1 II Mindestlohngesetz (Minimum Wage Law) for their use at the Siegfried Hofmann GmbH as from 01/01/2015.
- b) Should any statutory remuneration or remuneration under the collective wage agreement be or become higher or lower, the relevant rate shall constitute the minimum remuneration which must be paid.
- (2) The supplier shall be obliged to furnish the Siegfried Hofmann GmbH with information on the due remuneration of the former's employees in accordance with the Mindestlohngesetz (Minimum Wage Law) as well as the due payment of national insurance contributions and income tax on wages and salaries by presenting an attestation thereof drawn up by the former's tax consultant or accountant at the request of the Siegfried Hofmann GmbH. The costs incurred in relation to this shall be borne by the supplier.
- (3) If any of the supplier's employees enters a claim on the Siegfried Hofmann GmbH for non-payment of the minimum remuneration or non-payment of national insurance contributions or income tax on wages and salaries pursuant to § 13 Mindestlohngesetz in conjunction with § 14 Arbeitnehmerentsendegesetz (Employee Assignment Law), the Siegfried Hofmann GmbH shall be entitled to retain the remuneration owed to the supplier in the amount of the claim asserted by the relevant employee until the supplier proves that the latter has duly paid the minimum remuneration.
- (4) The supplier shall undertake to
- a) indemnify the Siegfried Hofmann GmbH against any possible claims of any of the supplier's employees for the supplier's non-compliance with statutory provisions;
- b) indemnify the Siegfried Hofmann GmbH in the event that a fine is imposed on the latter owing to the supplier's non-compliance with statutory provisions (e.g. with respect to § 21 Mindestlohngesetz);
- 5) The contracting parties agree that even one single violation of the supplier's obligations arising from clause (1) or (2) shall constitute a right for the Siegfried Hofmann GmbH to terminate the contract extraordinarily and without notice.

§ 15 Gifts from Suppliers

- (1) On the basis of its corporate philosophy the Siegfried Hofmann GmbH has committed itself to collaborate with suppliers and business partners fair and reliably. Therefore, the Siegfried Hofmann GmbH will not accept that members of the staff receive gifts to their personal advantage from companies with which the former cooperates. Such gifts bestowed on employees - regardless of the latter's position or rank - shall include, inter alia, presents, supplementary benefits, trips or journeys, cash, samples, tickets for entertainment events, remuneration in the form of money or goods, courtesy discounts or Christmas presents.
- (2) In the event that this provision is not observed, the Siegfried Hofmann GmbH reserves the right to break off the business relations.

§ 16 Written Form, Language of the Contract, Data Protection, Saving Clause

- (1) Verbal agreements outside this contract have not been made. Any collateral agreements require written form in order to be legally effective. This shall also apply to the renunciation of the written form stipulated herein.
- (2) Any legal inoperativeness of a part of the agreements made between the parties shall not affect the operativeness of the General Conditions of Purchase or of the other agreements made between the parties. Any inoperative provisions shall be replaced by such provisions which come closest to the originally intended purpose in a legally admissible fashion.
- (3) Our contractual partners are hereby advised that we store data from the contractual relationship in accordance with § 28 Bundesdatenschutzgesetz (BDSG / Federal Data Protection Act) for the purpose of data processing and that we reserve the right to convey such data to third parties (e.g. insurance companies) insofar as this is necessary for the fulfilment of the contract.
- (4) The language of this contract is German. Should any written versions of this contract also exist in any other language, the German version of the contract shall be exclusively authoritative.

§ 17 Applicable Law, Place of Performance, Legal Venue

- (1) Unless otherwise agreed in writing, this contract is governed by German law or, insofar as it is applicable, by the United Nations Convention on Contracts for the International Sale of Goods of 11/04/1980 (CISG).
- (2) Unless otherwise agreed in writing, the place of performance is Lichtenfels / Germany.
- (3) Any disputes arising in connection with this contract or with respect to its validity shall be arbitrated without any possibility of resort to the general courts of law in accordance with the Schieds- und Schlichtungsordnung der Deutschen Institution für Schiedsgerichtsbarkeit (Arbitration and Conciliation Rules of the German Institution of Arbitration / DIS) by means of a final decision to be pronounced by one or more arbitrators appointed in compliance with the aforementioned rules. The place of arbitration proceedings is Frankfurt am Main. The language used for the arbitration proceedings is English. The arbitration proceedings are subject to the German Law of Civil Procedure insofar as the arbitration rules do not contain anything to the contrary. Any summary proceedings instituted by us (Hofmann) in accordance with German or European law shall be excluded from this arbitration clause. Such summary proceedings shall remain possible as well as any enforcement on the strength of a title arising from the former. If the contractual partner objects to a writ for payment in the course of the proceedings intended therefor, the arbitration clause shall apply without any possibility of resort to the general courts of law.

(Lichtenfels, Date)

(Place, Date)

(Siegfried Hofmann GmbH)

(Supplier)