

Purchasing Framework Contract

- hereinafter referred to as the "framework contract" -

between

- 1. Würth Modyf GmbH & Co. KG**
Benzstraße 7, 74653 Künzelsau, Germany
- hereinafter referred to as "DE-MODYF" -

- 2. MODYF S.r.l.**
Bahnhofstraße 18, 39040 Tramin (BZ), Italy
- hereinafter referred to as "IT-MODYF" -

- 3. Würth MODYF, S.A**
c/Tramuntana, 4-6 Pol.Ind. LLEVANT 08213, Spain
- hereinafter referred to as "ES-MODYF" -

- 4. Würth Modyf France**
1 rue de la Dordogne, 67150 Erstein, France
- hereinafter referred to as "FR-MODYF" -

- 5. Würth Modyf Portugal**
Estrada Nacional 249 - 4, Abrunheira, 2710-089 Sintra, Portugal
- hereinafter „PT-MODYF“ -

- 6. Würth Modyf Norway**
Brennaveien 6, 1481 Hagan (NO), Norway
- hereinafter „NO-MODYF“ -

- 7. Würth Modyf Switzerland AG**
Dornwydenweg 1, 4144 Arlesheim, Switzerland
- hereinafter „CHE-MODYF“ -

- DE-MODYF, IT-MODYF, ES-MODYF, FR-MODYF, PT-MODYF, NO-MODYF and CH-MODYF hereinafter jointly referred to as "companies of the Würth MODYF Group" or individually as the "Würth MODYF national company" -

And

8. [Supplier]

[Supplier's address]

- hereinafter referred to as the "supplier" -

- Würth MODYF Group and supplier hereinafter jointly or individually referred to as the "party/parties" -

Preamble

The Würth MODYF Group is made up of legally independent companies belonging to the internationally active Würth Group based in Künzelsau, Germany. The Würth MODYF Group companies' main areas of business are work clothing and work footwear, along with leisure clothing and leisure footwear.

On this basis, the parties hereby agree the following:

I. Contract parties

1. DE-MODYF concludes this framework contract in its own name as well as in the name of the Würth MODYF Group companies. For this purpose, DE-MODYF is fully empowered by the companies of the Würth MODYF Group to make or accept declarations of intent relating to this framework contract for and against every individual Würth MODYF national company.

The supplier concludes this framework contract in his own name.

2. DE-MODYF shall ensure that each of the companies of the Würth MODYF Group is notified internally about this framework contract and its conditions.
3. Concluding this framework contract and/or the individual contracts does not confer on the supplier the status of sole supplier to the companies of the Würth MODYF Group, nor does it place the companies of the Würth MODYF Group under an obligation to purchase the supplier's goods.

II. Subject matter of the contract

1. This framework contract entitles the companies of the Würth MODYF Group – each one entitled to act on its own behalf – to conclude with the supplier and in their own name individual contracts covering the products listed in **Appendix MODYF 01** under the conditions listed below that apply uniformly to the companies of the Würth MODYF Group:
 - General purchasing conditions of DE-MODYF as uniform purchasing conditions for the companies of the Würth MODYF Group: **Appendix MODYF 02**;
 - Uniform payment conditions for orders from companies of the MODYF Group: **Appendix MODYF 03**
 - Agreement on Supplier regulation DE-MODYF **Appendix MODYF 04**;
2. Contrary to the uniform conditions according to Clause II.1, the following special conditions apply to individual contracts between the supplier and the Würth MODYF national companies, particularly country-specific special conditions and special products:
 - a. DE-MODYF: **Appendix 2.1**;
 - b. IT-MODYF: **Appendix 2.2**;
 - c. ES-MODYF: **Appendix 2.3**;
 - d. FR-MODYF: **Appendix 2.4**;
 - e. PT-MODYF: **Appendix 2.5**;
 - f. NO-MODYF: **Appendix 2.6**;
 - g. CHE-MODYF: **Appendix 2.7**;

III. Individual contracts

1. To conclude an individual contract, a Würth MODYF national company sends to the supplier an order for a contractual performance in accordance with Clause II on an individual basis and for that specific case.
2. Reference to the framework contract is not necessary for this.
3. The supplier has an obligation to accept the order placed by a Würth MODYF national company, unless the order is not made in accordance with the terms of this framework contract.

4. The supplier must immediately send written or text confirmation of the order to the Würth MODYF national company, or must process the order without reservation.
5. When the order is placed and then accepted or processed without reservation, an individual contract comes into effect between the Würth MODYF national company and the supplier for the performances stated in the order, and that is governed by the conditions of this framework contract. In accordance with Article 305b of the German Civil Code (BGB), this does not affect contractual agreements agreed on an individual basis between the parties.
6. The respective individual contract imparts rights and obligations only on the respective Würth MODYF national company and the supplier.

IV. Confidentiality

1. The parties agree to maintain secrecy on all documents, information and data ("confidential information") that comes into their possession in relation to this framework contract. In this context, confidential information also includes the existence and content of this framework contract. The parties shall use the confidential information solely for the purposes intended under the terms of the contract. These obligations shall continue for a period of five (5) years following the end of the framework contract.
2. This obligation does not apply to confidential information
 - a.) that the recipient was already verifiably aware of when the framework contract was concluded or which the recipient is subsequently made aware of by a third party, without a confidentiality agreement, legal regulations or official decrees being contravened as a result;
 - b.) that is publicly known when the framework contract is concluded or that is subsequently made publicly known, provided that this is not due to an infringement of the framework contract; or
 - c.) that must be disclosed on the basis of either legal obligations or a decree issued by a court or an authority. Insofar as is permissible and possible, the recipient who is under an obligation to disclose this information shall inform the other party in advance and give the other party the opportunity to take action against the disclosure.

V. Contact partners

The Würth MODYF Group and the supplier shall communicate regularly regarding the general development and application of the framework contract. The parties hereby nominate the following contact partners for this purpose:

Würth MODYF Group:

Name: Nedim Zanagar
Function: Purchasing
Street: Benzstraße 7
Town: 74653 Künzelsau - Gaisbach, Germany
Phone: +49 79 40 54 80 496
Fax: +49 79 40 54 80 756
E-mail: nedim.zanagar@modyf.de

Supplier:

Name:
Function:
Street:
Town:
Phone:
Fax:
Mobile:
E-mail:

VI. Duration and end of the contract

1. This framework contract comes into force when signed and is concluded for an indefinite period. Notice of its termination can be served observing a period of notice of 6 months to the end of the calendar year.
2. This does not affect the right to terminate the contract with immediate effect for important reasons.
3. Any notice of termination served on this framework contract must be in writing in accordance with Article 126 of the German Civil Code (BGB).
4. Serving notice of termination on this framework contract has no effect on the legal consequences that have arisen with respect to individual contracts that have been concluded. The respective individual contracts have their own basis for business.

VII. Appendices:

1. The appendices included below are an integral part of this framework contract and supplement the agreements made herein:

- 2.

Appendix MODYF_02:	General purchasing conditions
Appendix MODYF_03:	Uniform payment conditions
Appendix MODYF_04:	Agreement on Supplier regulation
Appendix 2.1:	Special conditions, DE-MODYF
Appendix 2.2:	Special conditions, IT-MODYF
Appendix 2.3:	Special conditions, ES-MODYF
Appendix 2.4:	Special conditions, FR-MODYF
Appendix 2.5:	Special conditions, PT-MODYF
Appendix 2.6:	Special conditions, NO-MODYF
Appendix 2.7:	Special conditions, CHE-MODYF

3. This framework contract shall take precedence over its appendices in the event of a lack of clarity or contradictions between the individual documents of this contract. Among the appendices, those that have individualized and/or specialized content, in particular Appendices 2.1 to 2.7 take precedence over appendices that have general content. However, there are no conflicts if the appendices govern matters that are not regulated in the framework contract or in the other appendices, or that clarify the provisions or either the framework contract or the other appendices.
4. If the appendices are updated or revised, the newly formulated or changed appendices are added to this framework contract in place of the appendices that are no longer valid.

VIII. Final provisions

1. If no agreements to the contrary were entered into within the scope of Appendices 2.1 to 2.7, the contracts already existing between Würth MODYF companies and the supplier that cover the contractual performances shall cease to be valid when the framework contract is signed. Unless otherwise agreed, if at the time when the framework contract is concluded or revised the parties have already concluded individual contracts covering a contractual performance and if the contractual performance and/or the return performance has not yet been completely furnished under the individual contract, after the framework contract is concluded or revised the respective party

shall furnish the performance/return performance under the conditions valid from this point onwards in accordance with the framework contract.

2. This framework contract is governed solely by German law and expressly excludes both the UN Convention on the International Sale of Goods (CISG) and the provisions of international private law.
3. The courts with jurisdiction for Künzelsau in Germany are responsible for mediating all disputes arising from or relating to this framework contract, including disputes over its effective adoption.
4. Changes and additions to this framework contract must be in writing in order to be valid. This also applies to a change to or waiver of the requirement for the written form.
5. If individual provisions of the framework contract are invalid or impracticable in whole or in part, this shall not affect the validity and practicality of the remaining provisions. The invalid or impractical provision shall be replaced by a valid and practicable one that, in an economic sense, corresponds as closely as possible to the original provision. In the event of unintended loopholes, the loophole shall be closed by a valid and practicable provision that the parties would have agreed on if they had thought of the need to regulate the point when the contract was concluded.

On behalf of the supplier:

....., date

[Supplier / company]

First name, name / function:

