

**General Terms and Conditions of Purchase of Montblanc Simplo GmbH (the "Company")
(Only for indirect procurement)****ARTICLE 1 - SCOPE**

By explicitly or implicitly accepting a purchase order from the Company, the Supplier acknowledges the exclusive and unrestricted application of these general terms and conditions of purchase, unless there is specific written agreement to the contrary with the Company.

ARTICLE 2 - ORDERS

Only written orders are valid. The Supplier commits to confirm the orders received by an acknowledgement of delivery addressed to the Company within 5 days from its receipt. Unless the Supplier rejects an order from Company within this period, such order shall be considered as accepted by the Supplier. No modifications can be brought to Company's orders (especially as to price, quantity or delivery date), without the Company's prior written consent.

ARTICLE 3 - PRICES

The prices agreed on for an order shall remain valid until complete performance of such order. Any reservation on the part of the Supplier as to a possible price increase shall only be valid subject to the Company's prior written consent. Ancillary charges, such as packaging costs, are included in the price.

Unless otherwise agreed with the Company in writing, prices shall be understood to be CIP to the agreed place of delivery (Incoterms 2010).

ARTICLE 4 - PERSONAL EXECUTION

The Supplier shall personally execute the purchase order. A purchase order may be transferred to a sub-contractor, in whole or in part, only subject to the Company's prior written consent, and provided that the Supplier undertakes to have said sub-contractor comply with these general terms and conditions of purchase. In the event of a breach of this provision, the Company may cancel any pending or already executed order without having to indemnify the Supplier in any manner whatsoever, and without prejudice to the Company's right to seek compensation, namely through damage claims.

Moreover, the Supplier undertakes to comply with the Richemont Supplier Code of Conduct, which can be found at:

https://www.richemont.com/media/smqbig55/richemont_supplier_code_of_conduct_2017.pdf

ARTICLE 5 - QUALITY

The Supplier undertakes to provide first quality goods and/or services, which fulfill the criteria and requirements agreed upon with the Company. The Supplier undertakes to deliver the goods or supplies with quality packaging and pursuant to the Company's instructions, if any. The goods and/or services provided by the Supplier shall comply with the laws, regulations, directives and any other legal provisions applicable, both in the country of origin and country of destination, in particular with respect to product safety, including chemical compliance (e.g., REACH).

ARTICLE 6 - LOSS OF THE SUBJECT MATTER OF THE ORDER

If the goods and/or services are lost or perish/cannot be provided before their agreed delivery date because of a force majeure event, the affected orders shall be considered as terminated

and the Supplier may neither seek payment for its work, nor reimbursement of its expenses, nor claim any other compensation from the Company. By accepting a written purchase order, the Supplier certifies to carry adequate insurance coverage against possible damages to and losses of the goods/services, such as fire, theft, force majeure, etc.

ARTICLE 7 - DELIVERY LEAD TIME

The Supplier undertakes to comply with the delivery date specified in the order and accepted by the Supplier. The Supplier shall inform the Company as soon as it becomes aware of any potential or actual delays. Provided that the non-compliance with the agreed delivery date does not render the provision of the goods and/or services useless for Company, the Company will set a new reasonable delivery date for the Supplier to provide the agreed goods and/or services. Should the Supplier fail to deliver by this new date, the Company may, at its sole discretion, either continue to request the delivery of the goods and/or services ordered or cancel the order with immediate effect. Any damage claim by the Company is reserved.

Furthermore, and notwithstanding the foregoing, if the Supplier does not comply with the agreed upon delivery date set forth in the order, the Supplier shall pay to the Company the following penalties:

- for delays of up to 60 days, 3% of the price of the goods and/or services not delivered within the delivery term; and
- for delays exceeding 60 days, 5% of the price of the goods and/or services not delivered within the delivery term.

Penalties for late delivery shall not apply to late deliveries due to circumstances beyond the Supplier's control.

Penalties for late delivery may be deducted by set-off against the Supplier's invoices.

ARTICLE 8 - ORDER CANCELLATION

After acceptance of an order by the Supplier, the Company reserves the right to terminate or reduce any order in the event that the Supplier refuses or is unable to fulfil its obligations pursuant to such order.

Any extra-costs incurred by the Company due the Supplier's incapacity to fulfill its obligations under an accepted order shall be borne by the Supplier, without prejudice to any damage claim from the Company.

ARTICLE 9 - DELIVERY

Each delivery shall be accompanied by a detailed delivery note containing the information requested by the Company.

Partial deliveries are not accepted absent the Company's prior written consent. Should the Company accept a partial delivery, the provisions of Article 7 above shall govern the delivery of the remaining goods outside the delivery term.

ARTICLE 10 - NOTICE OF DEFECTS AND GUARANTEE

The Company or its designated representatives may at any time verify the quality of the goods and/or services at the Supplier's premises or those of its subcontractors. The quantity of the goods shall be verified upon receipt at the Company's (or its affiliates') premises.

The Company shall, within thirty (30) days of receipt of the goods and/or services, notify the Supplier in writing of any identified defects and/or quantity discrepancies.

The Company shall, within ten (10) days from their discovery, notify the Supplier in writing of any defects that are not covered by the preceding paragraph.

The Supplier guarantees the goods against any manufacturing and/or material defects for a period of thirty-six (36) months as of the date of delivery, unless the Supplier provides for a longer guarantee period.

ARTICLE 11 - RIGHTS IN THE EVENT OF DEFECTS

In the event of defective goods and/or services duly notified according to Article 10 above, the Company may request the repair or replacement by the Supplier of the defective goods and/or services, free of charge, within a reasonable time. In either case, the Company shall return the defective goods to the Supplier and may, at its sole option, either debit any associated costs to the Supplier or reduce the payment of the invoice in proportion of the non-defective goods and/or services provided, including ancillary charges (shipping, insurance, VAT, etc.). Notwithstanding the foregoing, the penalties of Article 7 above remain applicable.

ARTICLE 12 - RESPONSIBILITIES

The Supplier shall be responsible for the storage, conservation and safeguarding of any and all elements handed over by the Company or manufactured by the Supplier upon the Company's request. For this purpose, the Supplier shall subscribe an appropriate all risk insurance.

ARTICLE 13 - PAYMENTS

Invoices shall be settled within sixty (60) days as of the end of the month following the month of delivery. Ancillary charges (transport, customs clearance, VAT, etc.) shall appear in a distinctive and detailed manner on each invoice.

ARTICLE 14 - CONFIDENTIALITY

The Supplier undertakes to treat the orders received from the Company in a confidential manner. Any disclosure of technical or commercial information or of information of any other nature to third parties is strictly prohibited. The Supplier is responsible for its own personnel's and for its sub-contractors' compliance with these undertakings. Moreover, the Supplier may not, in any manner and for any purpose whatsoever, disclose its capacity as supplier of the Company to any third party, or use the Company's (or its affiliates') brand name, logo or other recognizing sign, absent the prior written consent of the Company.

ARTICLE 15 - INTELLECTUAL PROPERTY

The Supplier represents and warrants that the goods and/or services provided under any order incorporate only intellectual property rights (i) belonging to the Company or to any of its affiliated companies or (ii) belonging or licensed to the Supplier for the purpose of the provision of the goods and/or services set forth in the Company's order. Consequently, the Supplier undertakes to indemnify the Company against any damages incurred due to third party claims in this respect.

Should the Supplier manufacture or design products and/or provide services exclusively for/to the Company, the Supplier agrees that all rights, title and interest in any trade marks, brand names, patents, copyright and any other intellectual property rights arising from the manufacture or the design of such products and/or the provision of such services shall vest in

the Company, and the Supplier agrees to assign in writing to the Company all such rights, together with the relevant design drawings, sketches, samples, models, tooling, prototypes or other documents associated therewith.

ARTICLE 16 - CONDITIONING AND PALLETS

The goods shall be packed and put on pallets according to the instructions issued by the Company, if any. The Supplier shall be responsible for any damage to or loss of the goods until their delivery at the agreed location, and shall promptly replace any goods that have been deteriorated or lost at its own cost.

ARTICLE 17 – AFTER-SALES SERVICE

The Supplier undertakes to provide the Company with an efficient and continuing after-sales service on the products and supplies it provides to the Company so as to ensure their proper maintenance necessary for their good functioning over time.

ARTICLE 18 - CHANGE OF TERMS AND CONDITIONS - PARTIAL INVALIDITY

The Company reserves the right to modify these general terms and conditions of purchase at any time. In the event of total or partial invalidity of any provision of these general terms and conditions of purchase, the remainder of the provisions shall continue to govern the relationship with the Supplier.

ARTICLE 19 - APPLICABLE LAW

These general terms and conditions of purchase are exclusively governed by German law, without regard to its conflict of law provisions.

ARTICLE 20 - JURISDICTION

Any dispute arising from or in relation to these general terms and conditions of purchase shall be submitted to the exclusive jurisdiction of the competent courts of Hamburg.

Montblanc Simplo GmbH

Dezember 2019 (v.1.0)