



# General Terms & Conditions of Purchase

## H&R Group US, INC.

### Scope

USA / Mexico / Canada

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For the sake of simplicity and easier reading, only the masculine form has been used.



## 1. Definitions

„Acknowledgment of Order“	means the written notice sent by Seller to H&R indicating that the H&R's Order has been received but has not yet been accepted.
“Affiliate”	means Parent or any company which is directly or indirectly controlled by the Parent, where “directly” means the Parent has the majority of the shares or ownership interest, and “indirectly” means a series of companies beginning with the Parent which are so related that each in the series is directly controlled by one of the other companies earlier in the series.
“Bill of Lading”	means the note specifying the name and weight of Product and which is deemed to be handed to H&R at the point of delivery.
“Force Majeure Event”	means any circumstances affecting the parties beyond the parties' control, including, but not limited to: an act of God, industrial action, wars, fires, floods, government action, accident, breakdown of plant, failure or cuts in supplies of electricity, gas or water, or inability to obtain raw materials.
“H&R”	means H&R Group US, Inc. and/or its Affiliates.
“Incoterms”	means the definitions, provisions and rules contained within Incoterm 2010, the International Chamber of Commerce rules for the use of domestic and international trade terms, and which are incorporated into and form part of these terms and conditions to the extent they do not conflict with any of the terms herein.
“Order”	means the request to purchase Product sent by H&R to Seller.
“Order Confirmation”	means the written notice sent by Seller stating acceptance of H&R's Order and detailing estimated shipment date, price, and payment terms.
“Parent”	means H&R International Beteiligung GmbH.
“Product”	means any tangible good or moveable property offered for sale to H&R or sold to H&R by Seller.
“Safety Data Sheet”	means the sheet of instructions for safe handling, storage and clean-up of Product.
“Seller”	means any party providing goods or services to H&R.

## 2. General Terms

- a) These conditions apply to the purchase of all products by H&R. H&R does not accept any of the Seller's conditions of purchase unless H&R has expressly agreed to any of them in writing prior to the date of the Acknowledgment of Order. By accepting an Order from H&R, Seller agrees to the terms and conditions contained within this document.
- b) The contract between H&R and the Seller is not formed until, and H&R reserves the right to cancel its Order without penalty at any time before, the date of the Order Confirmation.

## 3. Price and Payment

- a) The price of the products and the payment terms shall be stated on the OrderConfirmation and are exclusive of any taxes.



- b) All payment will be made by direct debit or any other reasonable means of payment as determined by H&R, and Seller agrees to apply payments by H&R to accounts, particular transactions, and outstanding obligations of H&R to Seller as H&R directs. Invoice(s) not received by H&R within 90 days will not be paid.

#### 4. Delivery

- a) The shipment dates specified on the Order Confirmation are estimates only and Seller shall not be liable for failure to deliver by said date or dates.
- b) H&R shall accept the weight shown on the Bill of Lading as represented at the time of taking of those measurements.
- c) Where it is responsible for delivery, Seller shall deliver Product to the place of delivery identified in the Order. If H&R subsequently wishes to change the place of delivery, H&R is responsible for any extra delivery charges. H&R shall ensure clear and uninterrupted access to the place of delivery.

#### 5. Force Majeure

- a) If Seller is unable to supply Product by reason of a Force Majeure Event, it shall not be in breach of contract, nor liable for any failure or delay in performance of any obligations under its contract with the H&R arising from or attributable to said Force Majeure Event.
- b) If H&R is unable to purchase Product or to complete a transaction due to a Force Majeure Event, it shall not be in breach of contract, nor liable for any failure or delay in performance of any obligations under its contract with the Seller arising from or attributable to said Force Majeure Event.
- c) Provided that Product has not been delivered, if a Force Majeure Event prevails for a continuous period of more than three (3) months, either may terminate its contract with the other party by giving fourteen (14) days' written notice to the other party. On the expiry of this notice period, the contract between H&R and the Seller will terminate. Such termination shall be without prejudice to the rights of parties in respect of any breach of the contract occurring prior to such termination.

#### 6. Notice

- a) To be effective and sufficient for purposes of notice or to satisfy any requirement under this contract, the notice provided must be in writing.
- b) Notice shall be given to a party using the contact information provided by the parties in the Order sent by the H&R or the Acknowledgment of Order or Order Confirmation sent by Seller.
- c) Written notice may be provided by traditional mail, by facsimile transmission, or by electronic mail. Under no circumstances shall any short message service (SMS), telephonic text message, instant message service, social media post, or any other form of communication constitute sufficient notice under this contract.
- d) Notice shall be considered delivered and effective when deposited with a national postal service or certified and bonded private courier service if a traditional hardcopy document. Notice provided by facsimile shall be considered delivered and effective upon successful transmission of the facsimile. Notice provided by electronic mail shall be considered delivered and effective upon successful transmission of the electronic mail from the originating server or internet provider.



## 7. Claims

- a) Buyer shall notify H&R in writing at H&R's Houston office, within 3 days from receipt of Product, of any shortage of, damage to, or non-conformity of Product, and if Buyer fails to follow this procedure then H&R shall not be liable to replace or make good the same or be under any liability whatsoever to the Buyer. The notification of Buyer to H&R of a shortage, damage, non-conformity or other defect to Product does not automatically create liability to replace said Product, nor does it constitute a breach of any purchase agreement between Buyer and H&R.
- b) Once H&R has received the notice required by section a), H&R will use good faith to determine whether a shortage, damage, non-conformity, or other defect has affected the delivered Product. H&R shall have a reasonable amount of time to cure any defect before a breach of any purchase agreement may be claimed by Buyer.

## 8. Limitation of Liability

Neither party shall be liable to the other for any indirect, special or consequential damage, loss of profit, loss of contract or loss of goodwill arising out of any contract incorporating these terms and conditions, whether in contract, tort (including negligence and products liability) or otherwise.

## 9. Risk

Risk in the Product shall pass to the H&R in accordance with the relevant Incoterm under which the Product is sold.

## 10. Licenses, Trade Marks and Trade Names

Nothing in these terms and conditions, whether express or implied shall be deemed to confer any right of use or interest in any trademark, trade name, color scheme or other marking indicia owned by H&R or any of H&R's Affiliates in relation to the Product, unless specifically authorized in writing by H&R.

## 11. Health and Safety

The Buyer shall comply with and ensure that its customers, employees, agents and contractors comply with all information contained in the Safety Data Sheets or other information which H&R may supply from time to time and shall indemnify and keep H&R indemnified against any liability claim, proceeding, cost or expense arising out of or in connection with any failure to comply with health and safety standards, Safety Data Sheet Requirements, or any applicable law, statute, regulation or directive. Compliance by Buyer with the Safety Data Sheet shall not excuse Buyer from any other obligation or recommendation it is required to comply with in relation to the Product by virtue of any law, statute, regulation or directive.

## 12. Assignment

Buyer may not transfer any contract it has with H&R in whole or in part without the prior written consent of H&R. H&R may assign or transfer any such contract or any part thereof to an Affiliate.



### 13. Third Party Rights

Nothing in these terms and conditions shall create any rights for third parties under any applicable law, statute, regulation or directive.

### 14. Data Protection

Seller is aware that H&R may use third parties to provide services pursuant to any contract between them and hereby consents that H&R may pass on details concerning Sellers's affiliates and suppliers to such third parties in accordance with any applicable law, statute, regulation or directive.

### 15. Entire Agreement

Except for a written document signed by both parties and acknowledging these Terms and incorporating them into that document, with or without additional terms, these terms and conditions constitute the entire understanding between the parties with regard to the supply of Product and supersedes all prior negotiations, representations or agreements, written and oral, which the parties may have had. This contract does not establish an agency relationship, partnership or other relationship between the parties.

### 16. Applicable Law

This agreement is governed by the laws of the State of Texas and Texas Courts shall have jurisdiction in relation to it.

### 17. Attorney's Fees

Should either party resort to the court system to resolve a dispute, controversy or claim arising out of or in connection with these terms and conditions or any contract for purchase of Product between Buyer and H&R, the party that prevails shall be entitled to the collection of attorney's fees as damages.

### 18. Miscellaneous

- a) The section titles in this contract are for informational purposes and ease of navigation only. Under no circumstances shall a section title be used to interpret or modify the language or wording of any clause or provision within this contract.
- b) Where necessary, the masculine pronoun includes the feminine and vice versa. Where necessary, the singular includes the plural and vice versa.

### 19. Survival and Incorporation

The terms and conditions contained within this document form an essential understanding between the parties that underlies any contract for the purchase of Product between Buyer and H&R. Unless expressly disclaimed in a written document signed by both parties these terms and conditions survive and are not superseded by any subsequent contract or agreement between Buyer and H&R and are incorporated into those contracts or agreements regardless of whether those contracts or agreements make reference to these terms and conditions.