Please fill out and send only electronically – not handwritten!



**Supplier Questionnaire**

***Lieferantenfragebogen***

*Bitte nur elektronisch ausfüllen u. schicken – nicht handschriftlich!*

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1 General data / *Allgemeine Daten* | | | | | | | | | |
| Address / *Adresse* | | | | | | | | | |
| Company Firma |  | | | | | Phone no.  *Telefon Nr.* | |  | |
| Street Straße |  | | | | | Fax no.  *Fax Nr.* | |  | |
| ZIP code, city PLZ, Ort |  | | | | | E-mail E-mail | |  | |
| Country Land |  | | | | | Internet | |  | |
| DUNS-No.  *DUNS-Nr.* |  | | | | |  | |  | |
| Company profile / *Firmenprofil* | | | | | | | | | |
| Legal form (e.g. Pte. Ltd.) Rechtsform | |  | | Year of foundation  *Gründungsjahr* |  | | | | |
| Ownership Eigentümer | | Public  Private | | | | | | | |
| Foreign  JV | | | | | | | |
| State-owned  Others | | | | | | | |
| The main shareholders Hauptgesellschafter | |  | | | | | | | |
|  | | | | | | | |
| Subsidiaries Tochtergesellschaften | |  | | | | | | | |
|  | | | | | | | | | |
| **Contact Persons / *Ansprechpartner*** | | | | | | | | | |
| Function Funktion | | | Name Name | | | Direct phone Durchwahl | E-Mail E-Mail | | Languages Sprachen |
| Managing director Geschäftsführer | | |  | | |  |  | |  |
| Sales manager Vertriebsleiter | | |  | | |  |  | |  |
| Contact person for RFQ´s Ansprechpartner für Anfragen | | |  | | |  |  | |  |
| Contact person for R&D Ansprechpartner für Entwicklung | | |  | | |  |  | |  |
|  | | |  | | |  |  | |  |



|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **2 Company data */ Unternehmensdaten* ( Please add year */ bitte Jahrezahlen ergänzen)*** | | | | | | | | | | | | |
| Sales trend company Unternehmensumsatz | Currency Währung  EUR  US$ | | | | Sales trend group Konzernumsatz | | | | | Currency Währung  EUR  US$ | | |
| Year Jahr |  | | | | Year Jahr | | | | |  | | |
| Year Jahr |  | | | | Year Jahr | | | | |  | | |
| Forecast current year  Prognose laufendes Jahr |  | | | | Forecast current year Prognose laufendes Jahr | | | | |  | | |
| By markets (in %)  *Nach Märkten (in %)* | Domestic Inland | |  | | Europe Europa |  | | Asia Asien | |  | America Amerika |  |
| Our own market shares/  Main competitors (name min. 3 comp.) Eigener Marktanteil / maßgebl. Wettbewerber (mind. 3 Wettbewerber angeben) | | | | Branch Branche | | | Market Shares in % Marktanteil in % | | | | | |
|  | | | |  | | |  | | | | | |
|  | | | |  | | |  | | | | | |
|  | | | |  | | |  | | | | | |
| **3 Product range, production plants and R&D / *Produktpalette, Produktionsstandorte und Entwicklung*** | | | | | | | | | | | | |
| **Product survey** (with part in % of the whole volume of sales)/Produktübersicht ( mit Anteil in % am Gesamtumsatz) | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
| **Production plants / *Produktionsstandorte*** | | | | | | | | | | | | |
| Product Produkt | | Manufacturing Plant Produktionsstandort | | | | | | | Location for R&D  *Entwicklungsstandort* | | | |
|  | |  | | | | | | |  | | | |
|  | |  | | | | | | |  | | | |
|  | |  | | | | | | |  | | | |
|  | |  | | | | | | |  | | | |



|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Capacity / *Kapazität*** | | | | | | |
|  | | | **Relevant location of deliveries** **Relevanter Lieferstandort** | | **Total at whole group** **Gesamt im Konzern** | |
| Size of facilities (ft² or m²)  *Größe ( ft² or m²)* | | |  | |  | |
| What percent capacity is currently utilized Derzeitige Nutzung der Kapazität in % | | |  | |  | |
| What is this based on? Worauf basiert das? | | | People/  Space/  *Personen* R*aum*  Equipment*/*  Other*/*  *Anlagen Andere* | | People/  Space/  *Personen* *Raum*  *Equipment/* Other */*  *Anlagen Andere* | |
| What is the production bottleneck? Wo liegt der Produktionsengpaß? | | | People/  Space/  *Personen* *Raum*  *Equipment/*  Other*/*  *Anlagen Andere* | | People/  Space/  *Personen* *Raum*  *Equipment/*  Other */*  *Anlagen Andere* | |
| Work schedule Arbeitsplan | Shifts / Day Schichten/Tag | |  | |  | |
| Days / Week Tage / Woche | |  | |  | |
| Overtime per week / *Überstunden pro Woche* | |  | |  | |
|  | | | | **Relevant location of deliveries** Relevanter Lieferstandort | | **Total at whole group** Gesamt im Konzern |
| Number of employees (for this facility)/Anzahl Beschäftigte | | Total/Gesamt | |  | |  |
| Direct Production/Produktion | |  | |  |
| R&D/Technical / Entwicklung/Technik | |  | |  |
| Quality/ Qualitätswesen | |  | |  |
| Management/ Management | |  | |  |
| Sales/ Verkauf | |  | |  |
| Toolroom/ Werkzeugbau | |  | |  |
| Others/ Andere | |  | |  |
| Are management staff capable of communication in  *Beherrscht das Management eine der folgenden Fremdsprachen* | | | | English/ englisch  German/ *deutsch* | | English/ englisch  German/ *deutsch* |
| Plan for Expansion/Setting up new sites? Expansionspläne/Eröffnung neuer Standorte (If Yes, please specify location and capacity/*Wenn ja, Standort und Kapazität angeben)* | | | | Yes/Ja  No/Nein | | Yes/Ja  No/Nein |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Capacity stock per product range in mt or pcs./Kapazität-Lagermenge je Produktpalette in to oder Stück | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | |
| Which kind of manufacturing do you have? *Über welche Art der Fertigung verfügen Sie?* | | | | Large batch  Small Batch production  Piece production Großserien Kleinserien Einzelfertigung | | | | | | | | | | | | | |
| **Main R&D points */ Entwicklungsschwerpunkte*** | | | | | | | **Patent */ Patent*** | | | | | | | | | | |
|  | | | | | | |  | | | | | | | | | | |
|  | | | | | | |  | | | | | | | | | | |
|  | | | | | | |  | | | | | | | | | | |
| Production equipment /Fertigungsausrüstung | | | | | | | | | | | | | | | | | |
| List of machines including make and age on separate sheet/ *Aufstellung der Maschinen inkl. Fabrikat und Alter auf Beiblatt* | | | | | | | | | | | | | | Yes */ ja* | | No */ nein* | |
| **4 Quality / *Qualtiät*** | | | | | | | | | | | | | | | | | |
| **Quality Assurance /*Qualitätssicherung*** Please tick if applicable /*Bitte Zutreffendes ankreuzen.* | | | | | | | | | | | | | | | | | |
| QA handbook/  Failure Mode and Effects Analysis  *QS-Handbuch Fehler-, Möglichkeits- und Einfluss- Analyse*  Statistical Process Control  Process capability studies  *Prozessfähigkeitsuntersuchungen*  Material laboratory Materiallabor | | | | | | | | | | | | | | | | | |
| **Quality Management Certifications / *Qualitätsmanagement- Zertifikate*** | | | | | | | | | | | | | | | | | |
| Please tick if applicable and add a copy of certificate. / *Bitte Zutreffendes ankreuzen und Kopie der Urkunde beifügen.* | | | | | | | | | | | | | | | | | |
| Certificate  *Zertifikat* | | Issued  *ausgestelt* | | | Planned  *geplant* | Date of certification  *Zertifizierungsdatum* | | | | Certifying institute  *Zertifizierungsgeselschaft* | | | | | Certificate No.  *Zertifikat Nr.* | | |
| ISO 9001:2008 | |  | | |  |  | | | |  | | | | |  | | |
| ISO 9001:2000 | |  | | |  |  | | | |  | | | | |  | | |
| VDA 6.1 | |  | | |  |  | | | |  | | | | |  | | |
| QS 9000 | |  | | |  |  | | | |  | | | | |  | | |
| TS 16949 | |  | | |  |  | | | |  | | | | |  | | |
| ISO 14001 | |  | | |  |  | | | |  | | | | |  | | |
| KTA 1401 | |  | | |  |  | | | |  | | | | |  | | |
| DGRL – PED (pressure equipment directive) | |  | | |  |  | | | |  | | | | |  | | |
| AD 2000 | |  | | |  |  | | | |  | | | | |  | | |
| HACCP | |  | | |  |  | | | |  | | | | |  | | |
| Documentation & Qualtity Records/ *Dokumentation & Qualitätsaufzeichnung* | | | | | | | | | | | | | | | | | |
| Is there a document control center to manage all the controlled documents? Gibt es eine Stelle an der die qualitätsrelevante Dokumente ver-waltet werden? | | | | | | | | | | | | | Yes/ *Ja*   No/ *Nein* | | | | |
| Are documents & Records Retention Period clearly *identified*? Sind Dokumente und Aufzeichnungensperioden gekennzeichnet? | | | | | | | | | | | | | Yes/ *Ja*   No/ *Nein* | | | | |
| Inspection and testing/ *Kontrolle und* *Prüfung* | | | | | | | | | | | | | | | | | |
| Is there a inspection plan for incoming parts?Gibt es eine Wareneingangskontrolle? | | | | | | | | | | | | Yes/ *Ja*   No/ *Nein* | | | | | |
| Is a first piece approval system used?Gibt es Erstmusterprüfung? | | | | | | | | | | | | Yes/ *Ja*   No/ *Nein* | | | | | |
| Environmetal, Health and Safety/ *Umwelt, Gesundheit u. Sicherheit* | | | | | | | | | | | | | | | | | |
| Are all employees of legal working age?Sind alle Beschäftigten im erwerbsfähigen Alter? | | | | | | | | | | | | Yes/ *Ja*   No/ *Nein* | | | | | |
| **5 Customer / *Kunden*** | | | | | | | | | | | | | | | | | |
| **Main Customers** Haupftkunden 1)  2)  3)  4)  5) | | | | | Purchased Products Gekaufte Produkte | | | | | | Percentage of sales Anteil am Umsatz | | | | | | |
| Heatexchanger customer Wärmetauscher Kunden  1)  2)  3) | | | | | Purchased products Gekaufte Produkte | | | | | | Percentage of sales Anteil am Umsatz | | | | | | |
| **6 Supply Chain Management for Sustainability** | | | | | | | | | | | | | | | | | |
| Supplier complies with Guentner´s Sustainability Policy or equivalent Policy as attached Yes/Ja  No/Nein  *Der Lieferant erfüllt Guentners Richtlinie zur Nachhaltigkeit oder eine gleichwertige Richtlinie wie angefügt* | | | | | | | | | | | | | | | | | |
| Supplier has a method to ensure that its own suppliers follow social, environmental and Yes/Ja  No/Nein  economics practices that support overall sustainability efforts, including on site audits as deemed appropriate  *Der Lieferant verfügt über eine etablierte Methode, u.a. Audits, um sicherzustellen, dass seine Lieferanten in ihrem wirtschaftlichen Handeln nach sozialer und Umwelt-Verträglichkeit streben und sich generell um Nachhaltigkeit bemühen* | | | | | | | | | | | | | | | | | |
| **7 Attached documents (please tick) / *Beiliegende Unterlagen (bitte ankreuzen)*** | | | | | | | | | | | | | | | | | |
| Annual report  *Geschäftsbericht*  Company brochure Firmenbroschüre Organisation chart Organigramm |  | | Audit results Auditergebnisse QM certificate  *QM- Zertifikat*  List of references  *Referenzen* | | | | |  | List of machines Liste der Maschinen List of testing equipment Liste der Testeinrichtungen | | | | | | | |  |
| Remarks / explanations Bemerkungen / Erläuterungen | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | |

Date / *Datum*  Name/ *Name*

This is an electronic document and valid without signature / *Dieses Dokument ist elektronisch erstellt und ohne Unterschrift gültig.*

**Güntner   
Supply Chain Sustainability Policy**

At Güntner, we understand that we have a role to play beyond the sale of our units, covering the lifecycle of our products and services. Our Supply Chain Sustainability Policy is fully supporting the UN's Global Compact and takes as fundamental its base their Nine Principles.

Güntner believe that those suppliers who are approved to do business with us should follow the same principles and therefore, Güntner will refuse to approve or do business with those who do not share, in action and in words, the same principles. As actions of those with whom Güntner does business may be linked to Güntner and affect their reputation, we expect that our business partners act with the same level of integrity and honesty.

Güntner's suppliers must make sure that their subcontractors comply as well with these principles.

***Human Rights***

* Principle 1: Suppliers should support and respect the protection of internationally proclaimed human   
   rights; and
* Principle 2: make sure that they are not complicit in human rights abuses.

**Labour**

* Principle 3: Suppliers should uphold the freedom of association and the effective recognition of the   
   right to collective bargaining ;
* Principle 4: the elimination of all forms of forced and compulsory labor;
* Principle 5: the effective abolition of child labor; and
  + - * 1. Principle 6: the elimination of discrimination in respect of employment and occupation.

The suppliers have a responsibility to respect human rights. The baseline responsibility is not to infringe on the rights of others.

Labour conditions in offices, in factories, on farms and at natural resource extraction sites such as mines, must not fall significantly below international standards and national regulatory requirements in a way that can lead to serious human rights abuses. Our suppliers must strive to uphold international labour standards within their supply chains, including the right to freely chose employment, the freedom of children from labour, freedom from discrimination and the freedom of association and collective bargaining.

Workers must not suffer from other labour rights abuses, including excessive work hours, degrading treatment by employers and inhibited movement. In order to avoid complicity in abuses, suppliers must seek to ensure that they do not cause the rights of workers and others affected by their supply chain to be infringed upon, including the right to freedom of movement, freedom from inhumane treatment, the right to equal pay for equal work and the right to rest and leisure. The rights ofall peoples to work in safe and healthy working conditions are critically important as well.

Suppliers must promote human rights such as gender equality and access to education and health.

**Environment**

* Principle 7: Suppliers should support a precautionary approach to environmental challenges;
* Principle 8: undertake initiatives to promote greater environmental responsibility; and
* Principle 9: encourage the development and diffusion of environmentally friendly technologies.

Environmental impacts from supply chains are often severe, particularly where environmental regulations are lax, price pressures are significant and natural resources are (or are perceived to be) abundant. These Impacts can include toxic waste, water pollution, loss of biodiversity, deforestation, long term damage to ecosystems, hazardous air emissions and energy use. Our supplier's must strive to avoid:

* The loss of biodiversity and long-term damage to ecosystems
* pollution of the atmosphere and the consequences of climate change
* damage to aquatic ecosystems
* land degradation
* the impacts of chemicals use and disposal
* waste production
* depletion of non-renewable resources

**Acknowledgement**

Accepted and agreed to an behalf of

Signature Print Name Date

Title Phone number E-Mail address

Company address

**Code of conduct for Supplier**

**(01st April 2014)**

Güntner GmbH & Co. KG (and its direct and indirect subsidiaries (collectively, “**Güntner**”) are/is committed to act legally and ethically in all business dealings. We focus on leadership in cost, technology and innovation and not on unlawful or ethically questionable business conduct. We do not tolerate illegal or corrupt behaviour.

All contractors/suppliers (“**Supplier**”) including all its Personnel that provides goods and/or services to Güntner or engages in business activities on behalf of Güntner, are required to comply with this Supplier Anti-Corruption Policy (including any additions, amendments or replacements which may be made from time to time) (“**Policy**”). Güntner is entitled to immediately terminate business dealings with Supplier if the Policy is not complied with.

Supplier is required to:

* Read, understand and comply with the Policy;
* Notify its Personnel of the Policy; and
* Execute and acknowledge the Policy.

**Requirements**

1. **Definitions and Interpretation**
   1. “**Applicable Anti-Corruption Law**” means any bribery, corruption, fraud, kickback, money laundering, conflict of interest or other similar anti-corruption law or regulation of any relevant country.
   2. “**Agreement**” means any agreement between the Supplier and Güntner, including agreements entered into prior, on, or subsequent to the date of this Policy.
   3. “**Personnel**” means any person employed by or acting for Supplier, including the Supplier’s employees, affiliates, subsidiaries, representatives, agents, and subcontractors.
   4. “**SP**” means Supplier and Personnel.
   5. “**Gratification**” or “**Bribe**” includes:
      1. money or any gift, loan, fee, reward, commission, valuable security or other property or interest in property of any description, whether movable or immovable;
      2. any office, employment or contract;
      3. any payment, release, discharge or liquidation of any loan, obligation or other liability whatsoever, whether in whole or in part;
      4. any other service, favour or advantage of any description whatsoever, including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary or penal nature, whether or not already instituted, and including the exercise or the forbearance from the exercise of any right or any official power or duty; and
      5. any offer, undertaking or promise of any gratification within the meaning of [paragraphs (a)](http://statutes.agc.gov.sg/aol/search/display/view.w3p;page=0;query=Id%3A%22a00d1ce8-ad14-48a0-9702-773b65a58778%22%20Status%3Ainforce;rec=0#pr2-pdgratification-p1a-.), [(b)](http://statutes.agc.gov.sg/aol/search/display/view.w3p;page=0;query=Id%3A%228dfcb385-d548-4e03-ad72-46401589fcc5%22%20Status%3Ainforce;rec=0#pr2-pdgratification-p1b-.), [(c)](http://statutes.agc.gov.sg/aol/search/display/view.w3p;page=0;query=Id%3A%221f38dacc-a19a-452c-b251-fb51cc556e88%22%20Status%3Ainforce;rec=0#pr2-pdgratification-p1c-.) and [(d)](http://statutes.agc.gov.sg/aol/search/display/view.w3p;page=0;query=Id%3A%22fba168e8-c296-4265-b424-1c09d8b1a19f%22%20Status%3Ainforce;rec=0#pr2-pdgratification-p1d-.) above.
   6. Unless the context otherwise requires, words using the singular or plural also include the plural or singular respectively and words denoting any gender shall include all genders. Unless the context otherwise requires, any reference to a “person” shall include any company or association or body of persons, corporate or unincorporated.
2. **Compliance with Anti-Corruption Law**
   1. Supplier will ensure that SP:
      1. Comply with all Applicable Anti-Corruption Law;
      2. Not do, or omit to do, any act which will cause or lead Güntner to be in breach of any Applicable Anti-Corruption Law; and
      3. Have and must at all times implement its own policies and procedures to ensure compliance with all Applicable Anti-Corruption Law.
   2. Without in any way limiting Clause 2.1 above, Supplier will ensure that SP:
      1. Do not directly or indirectly–
         1. corruptly solicit or receive, or agree to receive for himself, or for any other person; or
         2. corruptly give, promise or offer to any person whether for the benefit of that person or of another person,

any Gratification as an inducement to or reward for any person doing or forbearing to do anything in respect of any matter or transaction whatsoever (whether actual or proposed) whether for themselves or on behalf of principals.

* + 1. Do not make unjustified payments to third parties even if such payments are common or made pursuant to an “industry practice”. Such unjustified payments includes facilitation payments (which are payments made to secure or speed up routine actions, usually by public officials, such as issuing permits, immigration controls, providing services or releasing goods held in customs).
    2. Do not corruptly or illegally give hospitality (for example, invitations to restaurants, to sports events, catering, and assumption of personal travel costs), gifts and business entertainment (“**Hospitality**”). Before Hospitality is offered, SP have to ensure that the recipient is legally entitled to accept the Hospitality, even if it is of low value. In most countries, however, catering during meetings is an exception and may be granted. Their total value and the precise circumstances in which they are granted must not give the impression that any kind of service or payment may be expected in return.
    3. Do not require or accept any advantages from current or prospective business partners or third parties for themselves or persons in close relationship (e.g. spouse, relatives, friends), even if the advantage does not have any influence on the business conduct itself.

1. **Representations and Warranties** 
   1. Supplier represents and warrants that no improper financial or other advantage or corrupt Gratification has been, will be or is agreed to be given to any person (whether working for or engaged by Güntner or any third party) by or on behalf of the Supplier or Personnel.
   2. Supplier further represents and warrants that SP:
      1. Have not been convicted of any offence involving bribery or corruption, fraud or dishonesty;
      2. Have not been listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participating in government procurement programs or contracts; and
      3. Have not been or are not the subject of any actual or threatened police, judicial or regulatory investigation or proceedings in relation to any suspected breach of any Applicable Anti-Corruption Law.
   3. The Supplier must promptly report to Güntner in writing upon becoming aware that the Supplier, Personnel or any third party relevant to the Agreement:
      1. Have committed an actual or suspected breach of this Policy or of any Applicable Anti-Corruption Law;
      2. Are proposed for debarment or suspension from, or are ineligible for participation in, any government procurement programmes or contracts;
      3. Are the subject of any actual or threatened police, judicial or regulatory investigation or proceedings in relation to any suspected breach of any Applicable Anti-Corruption Law; or
      4. Have received any request or demand for any undue financial or other advantage in connection with the performance of the Agreement.
2. **Compliance Records**
   1. Supplier must keep detailed up to date books, accounts, and records that accurately reflect its transaction(s) (including with Personnel and third parties) relating to or in connection with the Agreement and Supplier’s obligations to Güntner, including all payments made and expenses incurred. Such books, accounts and records detailed above shall be retained for a period of not less than six years or such other longer period prescribed under the Applicable Anti-Corruption Law after their creation.
   2. Supplier must from time to time, at the reasonable request of Güntner :
      1. Explain the steps taken by Supplier and Personnel to comply with Applicable Anti-Corruption Law from the date of this Policy.
      2. Confirm in writing that Supplier and Personnel have complied with the obligations under the Policy and must provide any information reasonably requested by Güntner in support of such compliance; and
      3. Permit Güntner and its third party representatives to have such access to its books, accounts, and records (and to take such copies thereof) as reasonably necessary in order to verify compliance with the Policy, and to meet with those Personnel as are relevant to the Policy to audit such compliance. Supplier will give all necessary assistance to the conduct of such audit.
3. **Cooperation in investigation**
   1. The Supplier must give reasonable assistance and cooperation to Güntner in relation to any police, judicial or regulatory investigation or enquiry in any relevant jurisdiction in relation to any suspected bribery or corruption or violation of the Applicable Anti-Corruption Law.
4. **Indemnity**
   1. Supplier will indemnify Güntner against any and all losses, liabilities and/or claims (including government fines and penalties) incurred by, or awarded against, Güntner, for or attributable to Supplier’s and/or its Personnel’s violation of any of the provisions in this Policy.
5. **Termination** 
   1. The Supplier agrees that this Clause applies notwithstanding any provision in the Agreement.
   2. Breach of any of the provisions in the Policy is an incurable material breach of the Agreement and, without prejudice to any other right, relief or remedy, entitles Güntner to terminate the Agreement immediately upon written notice.[[1]](#footnote-1)
   3. If Güntner terminates the Agreement for violation of the Policy, Supplier will not be entitled to claim compensation or any remuneration, notwithstanding any activities or agreements with third parties that Supplier may have entered into prior to termination.
6. **Surviving Provision**
   1. If the Agreement and/or business dealings are terminated, Clauses 4, 5 and 6 shall survive the termination and remain in full force and effect.
7. **General Terms**
   1. The Policy is binding upon the Supplier’s and Personnel’s successors, permitted assigns and personal representatives (as the case may be).
   2. In no event shall any delay, neglect, forbearance of Güntner in enforcing (in whole or part) the Policy constitute a waiver of any of Güntner rights and remedies under the Policy or at law.
   3. Notwithstanding any provision in the Agreement, Güntner will not be obliged to do or omit to do, any act which would, in its reasonable opinion, violate the Applicable Anti-Corruption Law.
   4. If any provision or term of the Policy and/or Agreement is, shall become or be declared illegal, invalid or unenforceable for any reason whatsoever such term or provision shall be divisible from the Policy and/or Agreement and shall be deemed to be deleted from this Policy and/or Agreement provided always that if such deletion substantially affects or alters the commercial basis of the Policy, Güntner shall amend and modify the provision and terms of the Policy and/or Agreement so as to achieve so far as possible the same effect without rendering the Policy and/or Agreement so amended or modified illegal, invalid or unenforceable.

**SUPPLIER’S ACKNOWLEDGEMENT**

To: Güntner GmbH & Co. KG (“**Güntner**”)

We, the Supplier, have received, read and understood Güntner’s Suppliers Anti-Corruption Policy.

We have and will notify any person employed by or acting for us that has any dealings with Güntner or engages in business activities on behalf of Güntner, of all of the provisions in this Policy (as may be updated or amended from time to time).

We will comply with the Policy. We understand and hereby agree that any breach of the Policy (including by Personnel) may result in Güntner terminating our business dealings including terminating any or all agreements entered into between Güntner and us and notwithstanding any provision in the Agreement.

|  |  |
| --- | --- |
| Signed by | : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *[name and designation of Supplier’s authorised representative]* |
|  |  |
| For and on behalf of | : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *[Supplier’s name]* |
| Date | : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |

1. *Note: Existing Agreements with Suppliers should be reviewed under relevant governing law to determine efficacy of this Clause. For example, some contracts contain an order of priority clause where certain documents takes precedence over all other documents or some contracts contains an entire agreement and a prescribed amendment clause, providing that the written contract constitutes the entire contractual relationship and cannot be altered In these cases, further amendments to the existing agreements must be made.* [↑](#footnote-ref-1)