

## General Terms and Conditions of Purchase

### 1. General, scope of application

1.1 These General Terms and Conditions of Purchase ("GTCP") shall apply to all orders for goods, services and work from our business partners and suppliers ("Supplier"), provided that the Supplier is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.

1.2 The GTCP apply in particular to contracts for the purchase and/or delivery of movable goods ("goods") to us, irrespective of whether the Supplier manufactures the goods itself or purchases them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the GTCP in the version valid at the time of our order shall also apply as a framework agreement for similar future contracts without us having to refer to their validity again in each individual case.

1.3 These GTCP shall apply exclusively. We do not acknowledge any general terms and conditions of business of the Supplier that conflict with or deviate from our GTCP unless we expressly agree to their validity in the individual case. This requirement of consent shall apply in any case, for example even if the Supplier refers to its general terms and conditions within the scope of its order confirmation and we do not expressly object to this or if we accept the delivery or service without reservation in the knowledge of general terms and conditions of the Supplier that conflict with or deviate from these GTCP. The mere reference to a letter of the Supplier which contains or refers to his general terms and conditions does not signify our agreement to the validity of those general terms and conditions.

1.4 Individual agreements (e.g. framework supply agreements, condition agreements, quality assurance agreements, etc.) and specifications in our order take precedence over these GTCP. These GTCP supplement such individual agreements insofar as they do not contradict them.

1.5 Legally relevant declarations and notifications of the parties with regard to the contract (e.g. orders, acceptances, setting of deadlines, reminders, notices of defects, withdrawal, termination, etc.) must be made in writing. Written form within the meaning of these GTCP includes written and text form (e.g. letter, e-mail, pdf-scan, fax, computer fax). Legal formal requirements and further proof, in particular in the event of doubts about the legitimacy of the declarant, remain unaffected.

1.6 References to the applicability of statutory provisions shall only have clarifying significance. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCP.

### 2. Order

Our orders shall only be binding if they have been placed in writing. Verbal agreements are only legally binding if they are confirmed by us in writing. Within 7 days after receipt of the order, the Supplier must confirm the order to us in writing; otherwise we do not consider ourselves bound by our order. Our order numbers, symbols and, if applicable, the material numbers are to be indicated on all documents required for the processing of the order. Order confirmations, dispatch notes and invoices shall be issued in duplicate. The Incoterms® as amended from time to time shall be decisive for the interpretation of commercial clauses.

### 3. Prices, terms of payment

3.1 The price stated in the order and agreed by the Supplier's order confirmation is binding.

3.2 All prices are inclusive of statutory value added tax, unless this is shown separately.

3.3 Pricing shall be reasonable and shall list all necessary components (e.g. material, assembly, hourly rates). Unless otherwise agreed in individual cases, the agreed price shall include all services and ancillary services (e.g. assembly, installation) and ancillary costs (e.g. transport, packaging, insurance) of the Supplier as well as delivery "DDP destination (Incoterms 2020)". In the case of freight collect delivery, we shall only bear the most favourable freight costs unless a special type of shipment has been expressly agreed.

3.4 Unless otherwise agreed in individual cases, payment periods shall run from receipt of the goods or services and receipt of a proper invoice. If acceptance is required in accordance with statutory provisions or contractual agreements, acceptance shall also be a prerequisite for the start of the payment period. In case of granting a combined term of payment with a discount period and/or net payment date, the choice shall be at our discretion. Unless otherwise agreed, the payment period shall be 30 days "net" or 14 days with a 3% discount.

3.5 We shall only make payments on account if such have been contractually

agreed and their conditions are met, unless the Supplier is entitled to a claim under § 632a of the German Civil Code (BGB).

3.6 Prepayment requires an express agreement and our express consent. If advance payment is agreed, the Supplier must also grant a separate cash discount. An agreed cash discount shall also remain permissible if we offset or justifiably withhold payments, e.g. due to defects.

3.7 Payments do not imply any acknowledgement of conditions and prices shown in the invoice and do not affect our rights due to improperly performed delivery/service, our audit rights and the right to object to an invoice for other reasons.

3.8 We shall be entitled to rights of set-off and retention to the extent provided by law. The Supplier may only offset or assert a right of retention with undisputed or legally established claims. In the event of default in payment, we shall owe interest in the amount of 5 percentage points above the base interest rate pursuant to § 247 BGB.

### 4. Delivery time

4.1 The agreed delivery times are binding. Impending delays in delivery must be notified to us in writing without delay.

4.2 If the Supplier does not provide his delivery or service or does not provide it within the agreed delivery time or if he is in default, our rights - in particular to withdrawal and compensation for damages - shall be determined in accordance with the statutory provisions. The provisions in 4.3 remain unaffected.

4.3 If the Supplier is in default, we may - in addition to further statutory claims - demand lump-sum compensation for our damage caused by default in the amount of 0.3% of the net price of the order total concerned per full working day, but in total not more than 5% of the net price of the order total concerned. We reserve the right to prove that higher damages have been incurred. The Supplier reserves the right to prove that no damage at all or only significantly less damage has been incurred.

### 5. Performance, delivery, transfer of risk, packaging

5.1 The Supplier is not entitled to have the service owed by him provided by third parties (e.g. subcontractors) without our prior written consent. The Supplier bears the procurement risk for its services unless otherwise agreed in individual cases (e.g. limitation to stock).

5.2 Unless otherwise agreed, the delivery of goods shall be made "DDP (Incoterms 2020)" to the place of destination specified in the order. If the place of destination is not specified and not otherwise agreed, the delivery shall be made to our place of business in Uetersen. The respective place of destination is also the place of performance for the delivery and any subsequent performance.

5.2 Shipment shall be made stating our order data on packaging, consignment note, parcel addresses, dispatch notes, invoices and adhesive labels and enclosing all necessary accompanying documents. We are to be informed of the shipment without delay, stating the order number.

5.3 The timeliness of deliveries shall be determined by the date of receipt at the place of destination, and the timeliness of deliveries with installation or assembly and of services shall be determined by their acceptance. At these times, the risk of the delivery or service as well as of accidental loss and accidental deterioration shall pass to us. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly in the event of acceptance. It is equal to the handover if we are in default of acceptance.

5.4 In the case of domestic deliveries, the Supplier shall, at our request, collect transport packaging within the meaning of Section 15 (1) No. 1 of the German Packaging Act (VerpackG) and sales and outer packaging within the meaning of Section 15 (1) No. 2 of the German Packaging Act (VerpackG) which, after use, does not typically accumulate as waste at private end consumers at the place of destination at its own expense or have it collected and recycled or disposed of by third parties.

5.5 The Supplier shall pack, label and ship hazardous products in accordance with the relevant national and international regulations. In the case of application, the Supplier shall fulfil all obligations incumbent on a Supplier (within the meaning of Art. 3 No. 32 EC Regulation 1907/2006/EC ("REACH Regulation")) pursuant to the REACH Regulation with regard to the delivery of the goods. In particular, he shall provide us with a safety data sheet in accordance with Article 31 No. 1-3 REACH Regulation in the language of the recipient country in all cases prescribed in Article 31 REACH Regulation.

### 6. Retention of title

We only recognise a possible simple retention of title insofar as the

ownership is transferred to us upon full payment and we are authorised to resell and pass on the goods in the ordinary course of business. Other forms of retention of title, in particular an extended, forwarded or downstream retention of title, shall not be accepted and any terms and conditions to the contrary shall not become part of the contract.

## **7. Quality of the delivery/service, notice of defects, warranty**

7.1

The statutory provisions and, exclusively in our favour, the following supplements and clarifications shall apply to our rights in the event of material defects and defects of title of the goods (including incorrect and short delivery as well as improper assembly/installation or defective instructions) and in the event of other breaches of duty by the Supplier.

7.2

The Supplier owes the freedom from defects of the deliveries and services, in particular the compliance with the agreed product and service specifications, and furthermore the existence of contractually agreed properties and characteristics. These shall be deemed to be agreed qualities ("vereinbarte Beschaffenheiten"). The Supplier also warrants that the deliveries and services correspond to the state of the art, are performed by qualified personnel and are in compliance with all relevant legal provisions at the place of destination. If machines, devices or plants are the subject of the delivery, they must also comply with the requirements of the special safety regulations for machines, devices and plants applicable at the time of performance of the contract. If the goods to be delivered fall within the harmonised area, the Supplier must also ensure that the goods bear the CE mark.

7.3

The Supplier shall ensure that all substances contained in the goods are effectively pre-registered, registered (or exempted from registration) in accordance with the relevant requirements of the REACH Regulation for the uses notified by us, and, insofar as relevant, are authorised. If the goods are articles within the meaning of Article 7 of REACH, the preceding sentence applies to substances released by these articles.

7.4

The Supplier shall inform us immediately if a component of an article contains a substance in a concentration of more than 0.1% by mass (W/W) that meets the criteria of Articles 57 and 59 of the REACH Regulation (so-called substances of very high concern). This also applies to packaging products.

7.5

Insofar as the commercial obligation to examine and give notice of defects pursuant to § 377 of the German Commercial Code (HGB) applies, we shall give notice of obvious defects to the Supplier within ten (10) days of delivery. We shall give notice of defects that only become apparent later within ten (10) days after discovery.

7.6

In the event of defects, we shall be entitled to demand subsequent performance in accordance with the statutory provisions. The choice of the type of supplementary performance lies with us. The Supplier shall bear the expenses necessary for subsequent performance within the framework of the statutory provisions. If the subsequent performance has not taken place within a reasonable period of time, if it has failed or if the setting of a deadline was dispensable, we may assert the further statutory rights in the event of defects.

7.7

If the supplementary performance has not taken place within a reasonable period of time, if it has failed or if the setting of a deadline was dispensable, we are entitled, in addition to the rights stated in section 7.6, to remedy the defect ourselves or have it remedied by third parties at the expense and risk of the Supplier and to demand reimbursement of the necessary expenses from the Supplier. Setting a deadline shall be dispensable in particular if disproportionately high damage is imminent and the Supplier cannot be reached. In all other respects, the statutory provisions shall apply. Further rights from statutory liability for defects or guarantees assumed by the Supplier remain unaffected.

7.8

The warranty period is 24 months from the transfer of risk or, if acceptance has been agreed, from acceptance of the work.

## **8. supplier recourse**

8.1

Our legally determined claims for expenses and recourse within a supply chain (supplier recourse pursuant to §§ 478, 445a, 445b BGB or §§ 445c, 327 para. 5, 327u BGB) shall accrue to us without restriction in addition to the claims for defects. In particular, we are entitled to demand exactly the type of supplementary performance (repair or replacement) from the Supplier that we owe our customer in the individual case.

8.2

Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant to §§ 445a para. 1, 439 para. 2, para. 3, para. 6 sentence 2, 475 para. 4 BGB), we shall notify the Supplier and request a written statement, briefly explaining the facts. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by us to the customer shall be deemed to be owed to our customer. In this case, the Supplier shall have the burden of proof to the contrary.

8.3

Our claims from supplier recourse shall also apply if the defective goods have been combined with another product or processed in any other way by us, our customer or a third party.

## **9. Product liability, indemnification, liability insurance cover**

9.1

Insofar as the Supplier is responsible for product damage, he shall be obliged to indemnify us against claims by third parties insofar as the cause lies within his sphere of control and organisation and he himself is liable in relation to third parties.

9.2

Within the scope of its indemnification obligation, the Supplier shall reimburse expenses pursuant to Sections 683, 670 of the German Civil Code (BGB) arising from or in connection with a claim by third parties including recall actions carried out by us. We shall inform the Supplier about the content and scope of recall measures - insofar as possible and reasonable - and give him the opportunity to comment. Further legal claims remain unaffected.

9.3

The Supplier undertakes to maintain product liability insurance with cover of EUR 5 million per personal injury/property damage per claim - as a lump sum; if we are entitled to further claims for damages, these shall remain unaffected.

## **10. Property rights**

The Supplier guarantees that no third party rights are infringed in connection with his delivery. If a claim is made against us by a third party due to the infringement of its rights, the Supplier shall be obliged to indemnify us against such claims. The Supplier's indemnification obligation relates to all expenses necessarily incurred by us from or in connection with the claim by a third party.

## **11. Tools, material, assemblies**

As a matter of principle, we do not provide assembly tools and materials. Exceptions require an express agreement. Tools and materials provided remain our property. The Supplier is obliged to use the tools and materials exclusively for the manufacture of the goods ordered by us or the services to be provided for us, to mark them as our property and to store them carefully. Before using materials provided by us, the Supplier must check whether the materials are suitable for the intended purpose and are free of any recognisable defects. The Supplier must point out any concerns to us before using the materials. After execution of the order, the Supplier is obliged to return the tools to us in an orderly manner.

## **12. Sustainability**

12.1

We align ourselves with the guiding principle of sustainable development and observe internationally recognised fundamental standards for occupational safety, health and environmental protection, labour and human rights as well as for responsible corporate governance. We also expect our Suppliers to comply with corresponding standards. We also require our Suppliers to encourage their subcontractors and sub-suppliers to comply with the same standards.

12.2

The Supplier shall comply with any specifications on occupational safety, health and environmental protection specified by us in the contract for its deliveries and services as well as for subcontracted or ancillary services of third parties and shall use environmentally compatible products, processes and packaging within the scope of the economic and technical possibilities and shall take into account the requirements of environmental protection in all activities for the fulfilment of the contract.

## **13. Documents, secrecy**

13.1

Models, samples, drawings, data, materials and comparable documents which we make available to the Supplier shall remain our property and shall be returned by the Supplier at our request at any time. The Supplier shall not be entitled to a right of retention. The Supplier must observe our copyrights.

13.2

Confidential information is information which is marked as confidential or the confidentiality of which is evident from the circumstances, irrespective of whether it has been communicated in written, electronic, embodied or oral form. This includes in particular the documents referred to in Clause 13.1. Confidential information may also be information which in individual cases does not meet the requirements of a trade secret within the meaning of the German Act on the Protection of Trade Secrets (GeschGehG).

13.3

The Supplier is obliged not to disclose to third parties any Confidential Information (including business secrets) which it learns in connection with our orders and the performance of the contract and to use it only for the purposes of the performance of the contract.

Furthermore, the Supplier shall only make the Confidential Information received available to those employees who require it for the purposes of the order and the execution of the contract and shall oblige these employees to maintain confidentiality in the same way and to point out the existence of this agreement.

The Supplier undertakes to protect the Confidential Information received from us against unauthorised access by means of suitable security measures, but at least to take those precautions with which the Supplier protects sensitive information of its own company.

13.4

The Supplier is prohibited from obtaining confidential information by means of reverse engineering.

### 13.5

The obligation to maintain confidentiality shall not apply to Confidential Information that can be proven to

- a) Be already known to the public before the date of receipt, or
- b) become public knowledge through no fault of the Supplier or
- c) were already in the Supplier's possession at the time of transmission, or
- d) have been made accessible to the Supplier by an authorised third party without an obligation to maintain secrecy, or
- e) be developed by the Supplier independently of the Confidential Information, or
- f) have to be disclosed on the basis of mandatory legal, judicial or sovereign acts or orders, whereby the Supplier must inform us of this at the earliest possible time and limit the disclosure of the Confidential Information to the absolutely necessary scope.

Proof of the existence of one of these exceptional cases must be provided by the Supplier.

### 13.6

The obligations of confidentiality and the prohibition of exploitation shall apply for a period of five (5) years beyond the termination of the relevant contract.

### 13.7

Any further rights and claims with regard to the information, including those arising from the GeschGehG, shall not be affected by this agreement.

### 14. Termination, withdrawal

We are entitled, at our discretion, to withdraw from the contract in whole or in part free of charge or to terminate the contract with immediate effect if the Supplier fails to meet its payments or performance obligations or if

insolvency proceedings have been instituted against the Supplier's assets. In the event of withdrawal or termination, the Supplier shall surrender to us, at our request, any parts, materials, etc. manufactured or purchased for this order in whole or in part, provided that we have already provided the corresponding consideration for this or are prepared to provide this concurrently with the surrender.

### 15. Place of performance, place of jurisdiction and applicable law

#### 15.1

Unless otherwise provided for in these General Terms and Conditions of Purchase or expressly agreed otherwise, Uetersen shall be the place of performance for both parties for all rights and obligations arising from the contract.

#### 15.2

If the Supplier is a merchant ("Kaufmann") within the meaning of the German Commercial Code, the exclusive - including international - place of jurisdiction for all legal disputes arising from or in connection with this contract shall be our registered office in Uetersen. However, we are also entitled in all cases to bring an action at the general place of jurisdiction of the Supplier. Mandatory statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.

#### 15.3

The law of the Federal Republic of Germany shall apply to these Terms and Conditions of Purchase and the entire legal relationship between us and the Supplier. The application of the UN Convention on Contracts for the International Sale of Goods of 11.04.1980 is excluded.

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