

# General Terms and Conditions of Sale and Delivery

For reasons of better readability, the plural form "they" is used in place of gender-specific language forms, and refers equally to all.

## Scope of application

a) The following terms and conditions of sale and delivery (hereinafter referred to as terms and conditions of sale) only apply to business operators, legal entities under public law or special funds under public law in accordance with the meaning of Section 310 (1) of the German Civil Code (BGB).

b) These terms and conditions of sale will also apply to future transactions with the customer, even if no express reference is made to the terms and conditions of sale, provided that these were referred to in an order previously confirmed by the supplier.

c) Any conflicting, additional or deviating terms and conditions of the customer will not apply, even if the supplier does not expressly object to them or unconditionally executes an order, unless the supplier has expressly agreed to their validity in writing.

d) Individual agreements will always take precedence over these terms and conditions of sale. Unless more specific provisions are stipulated therein, they will be supplemented by the terms and conditions of sale. Any rights assigned to the supplier under statutory provisions beyond these terms and conditions of sale will remain unaffected.

e) The regulations on distance selling in business transactions with consumers do not – even correspondingly – apply to business relationships with business operators.

## 1. Offers/formation of a contract

a) Offers made by the supplier are non-binding and subject to change. They are to be understood merely as requests to place an order, unless the supplier has expressly designated them as a firm or binding offer.

b) Even in ongoing business transactions, a contract is only formed when the supplier provides order confirmation, at least in written or electronic form. If no order confirmation is sent or provided, especially in the case of orders or delivery schedules by the customer via EDI (electronic data interchange), the corresponding delivery contract will be considered to be formed by way of the relevant delivery, whereby the supplier's notification of readiness for dispatch/ collection will be decisive.

c) If the customer wishes to make subsequent changes to an order, such changes will only be effective if agreed upon by the contracting parties.

d) The assumption of guarantees and/or the procurement risk requires an express agreement in which the supplier expressly declares that a guarantee and/or the procurement risk is assumed.

## 2. Prices

a) Unless otherwise agreed, all prices are net prices in euros (€) on an ex-works (EXW) basis, collection point on supplier premises (INCOTERMS 2020), excluding packaging, storage and insurance, plus statutory VAT and any other taxes and duties.

b) In the case of new orders (follow-up orders) placed by the customer, the supplier is not bound by previously applied prices.

c) The basis for the supplier's pricing and calculation is the supplier's relevant cost situation in relation to the products to be delivered, especially the binding delivery quantity agreed upon or, if a delivery quantity has only been agreed upon without obligation, the non-binding delivery quantity as the target quantity.

d) If the relevant cost factors relating to the goods to be delivered – in particular for materials, production, energy, transport, packaging, personnel and insurance – change by more than 5%, the agreed price may be adjusted for the goods to be delivered. However, this only applies if the goods are not due for delivery or provision within four months of contract formation. Such price adjustments may only be made to the maximum extent to which the cost factors change the total price (taking into account the equivalent interest).

e) As part of deliveries based on an ongoing obligation and/or call-off, blanket or series delivery contract with or without a longer term than 12 months, price adjustments due to a change in the relevant cost factors by a total of more than 5% for future deliveries may only be applied at the earliest six months after the formation of the underlying long-term obligation, call-off, blanket or series delivery contract, or after a price adjustment has been applied, at the earliest six months from the effective date of the last price adjustment.

f) If the delivery quantity that was contractually agreed upon in a call-off, blanket or series delivery contract or a non-binding delivery quantity agreed at the time of its formation is exceeded or undercut by at least 25% during the term of the relevant contract – in particular in the case of annually specified quantities – through no fault of the supplier, each contracting party may demand an appropriate price adjustment for future or pending deliveries, regardless of the rights to which they are otherwise contractually or legally entitled.

g) If the customer and supplier fail to reach a price agreement within 30 calendar days of receipt of a price adjustment request, either party is entitled to terminate the contract in writing. However, a notice period of six months applies in the case of supply based on a call-off, blanket or series delivery contract. During this notice period, the last agreed prices apply.

h) In addition to statutory rights, the supplier's right to adjust prices

will remain unaffected by clause 2 d-g if the circumstances that have become the basis of the contract have changed substantially and the parties would have not entered into the contract or would have entered into it with different provisions if the change had been foreseen, and the supplier cannot reasonably be expected to meet the unchanged contract stipulations.

i) Where legally permissible and in compliance with the confidentiality interests of the other party, the corresponding factors that give rise to a price change must be proven upon request. In case of doubt, the provision of confirmation by an auditor commissioned by the party benefiting from the price adjustment regarding compliance with the equivalent interest and the existence of the asserted conditions for change is sufficient.

## 3. Payment conditions

a) All payments are to be made in euros (€) by bank transfer to the supplier's account as specified in the invoice, quoting the invoice number.

b) Cash discounts require a separate agreement. The right to deduct a discount is automatically waived if and as long as the customer is in arrears with at least one further payment to the supplier for more than 14 days.

c) Invoices may be sent electronically at the supplier's discretion.

d) If the customer is in arrears with a payment, interest will be charged at the statutory interest rate of 9 percentage points above the corresponding base rate in accordance with Section 247 of the German Civil Code (BGB). The assertion of higher interest rates and/or damages remains unaffected.

e) Circumstances that justify a substantial deterioration in the customer's creditworthiness will, without prejudice to further claims, entitle the supplier to demand immediate payment of all claims against the customer. The supplier will also be entitled only to fulfil any outstanding deliveries against advance payment or the provision of appropriate security, and to withdraw from the contract with regard to outstanding deliveries after setting a reasonable deadline.

f) The customer may only offset or assert a right of retention if their claims are undisputed or legally established.

## 4. Delivery time, delay, scope of delivery

a) Delivery and service provision periods will commence upon receipt of the order confirmation, but not before full clarification of the economic, technical and logistical details of the order.

b) Compliance with the delivery obligation also requires the customer's fulfilment of their contractual obligations. These include in particular the submission of documents to be provided by the customer, the payment of any agreed advance payments or deposits, the provision of agreed guarantees or other securities, the delivery of defect-free materials, the timely issue of any required authorisations or approvals and compliance with the agreed terms of payment. If these requirements are not met on schedule, the corresponding deadlines will be extended accordingly; this will not apply if the supplier is responsible for the delay. The defence of lack of contractual performance remains unaffected.

c) Unless otherwise agreed, any change request made by the customer will postpone the delivery and performance deadlines until the supplier has assessed all technical issues and feasibility as well as the time period required to implement the new specifications for production. If a change request interrupts ongoing production, the supplier may prioritise the production and delivery of orders from other customers. The supplier is not obliged to keep production capacities free during a delay as a result of the customer's change requests after formation of the contract.

d) Unless otherwise agreed, the delivery and service provision deadline will be deemed to have been met upon notification of readiness for dispatch or collection.

e) In the event of non-compliance with delivery deadlines, the customer will only be entitled to the rights stipulated in Sections 281 and 323 of the German Civil Code (BGB) if a reasonable grace period has been set.

f) Deliveries and services provided by the supplier within the delivery and service provision period and/or partial deliveries are permitted to the extent deemed reasonable for the customer. In particular, the customer is obliged to accept goods made available if they were delivered slightly early. In case of partial deliveries, the customer will only be charged the shipping costs for the first partial delivery if dispatched by the supplier, unless the partial deliveries are made at the customer's request or are the responsibility of the customer. In these cases, shipping costs will be charged for each partial delivery.

g) Delivered goods must be accepted by the customer, even if they have minor defects.

h) If, after formation of the contract, the customer wants the supplier to carry out additional tests on the product, the costs of these will be met by the customer. This does not apply if the supplier is responsible for the additional tests.

i) If, for reasons attributable to the customer, no sample approval is provided by the customer despite the establishment of a reasonable grace period by the supplier, the approval will be deemed to have been granted.

j) In the case of blanket, series or call-off orders, in particular those without an agreement on term, production batch sizes, acceptance dates or quantities, the supplier may request reasonable, binding specification no later than three months after formation of the contract, taking into account production lead times and material procurement times. If the customer culpably fails to fulfil this request within two weeks, the supplier will be entitled to establish a two-week grace period and, upon its expiry, withdraw

from the contract and/or claim damages. Alternatively, the supplier is entitled to produce and deliver the total quantity agreed on as binding or to produce, deliver and invoice partial deliveries at four-week intervals, with the final partial delivery made at the end of the contract term, or in the case of annual quantities, at the end of a contract year. The aforementioned provision will apply accordingly if the customer only makes a specification for individual periods within the term of a contract after the end of such a period. The supplier's other rights will remain unaffected.

k) If the customer is in default of acceptance, the supplier may, without prejudice to other rights, decide to store the goods. Further, the supplier is not bound by the provisions on public auction and may, after the provision of due notice with a reasonable grace period, exploit the goods elsewhere in order to satisfy the claims due against the customer. Any proceeds will be credited against the customer liabilities, less reasonable related costs.

l) During the customer's default of acceptance, the supplier may demand storage costs of 0.5% of the invoice amount of the stored goods for each calendar week commenced. The assertion of further or higher damages and additional statutory claims (in particular compensation for additional expenses, damages, cancellation) will remain unaffected; the aforementioned storage costs will be offset against further monetary claims. The customer reserves the right to prove that no or only minor damage or costs have been incurred.

m) Delivery capability or procurement obligations are not owed in relation to suppliers prescribed as mandatory by the customer or materials to be used.

## 5. Shipping terms, transfer of risk

a) Unless otherwise agreed, delivery will be made in packaging that is customary in the industry and ex works (EXW) at the premises specified in the order confirmation (INCOTERMS 2020), which is also the place of fulfillment for delivery and subsequent service provision.

b) Once a delivery has been agreed, the supplier must determine the shipment type to be used (transport company, forwarding agent, shipping route, packaging, etc.), unless agreed otherwise. The goods will be delivered to the address specified by the customer at the customer's request, risk and expense. The supplier will only insure the goods against the risks to be specified by the customer at the customer's request and expense by means of transport insurance chosen by the supplier. The supplier is entitled to commission one of the shipping agents usually selected for their delivery transactions at the usual conditions agreed with them.

c) In case of agreed collection, the risk of accidental loss or deterioration will be transferred to the customer when the products to be delivered are handed over to the customer, and in case of agreed dispatch, when the products are handed over to the shipping agent, carrier or companies otherwise commissioned with the shipment, but at the latest upon leaving the factory, warehouse or manufacturer site or plant, unless an obligation to deliver has been agreed. This also applies if an agreed partial delivery is made.

d) In the event of dispatching delays for which the customer is responsible, the risk will be transferred upon notification of readiness for dispatch.

e) Excess or short deliveries of up to 10% of the order quantity are permitted with full invoicing of the actual delivery quantities. The customer will be obliged to accept the goods even if the aforementioned quantity deviation exists.

f) Irrespective of any claims for defects, delivered goods must be accepted by the customer, even if minor defects are identified.

g) The supplier will only bear the costs of express deliveries requested by the customer if the supplier is responsible for the delay of said deliveries.

## 6. Retention of title

a) The delivered goods will remain the property of the supplier until all claims to which the supplier is entitled against the customer have been fulfilled, even if the purchase price for specifically designated claims has been paid. In the case of current invoices, the reserved title to the delivered goods (reserved goods) will serve as security for the supplier's balance invoice.

b) Any treatment or processing by the customer will be deemed to have been carried out for the supplier to the exclusion of the acquisition of ownership in accordance with Section 950 of the German Civil Code (BGB). The supplier will become co-owner of the resulting item in the ratio of the net invoice value of their goods to the net sales price of the goods to be treated or processed, which will serve as reserved goods to secure the supplier's claims in accordance with paragraph a).

c) In the event that the customer processes (combines/mixes) the goods with others that do not belong to the supplier, the provisions of Sections 947 and 948 of the German Civil Code (BGB) will apply; the supplier's co-ownership share in the new item will from then onwards be deemed to be reserved goods within the meaning of these terms and conditions.

d) The customer will only be authorised to resell the goods subject to retention of title in the ordinary course of business and on the condition that they also agree on a retention of title with their customers in accordance with paragraphs a-c. The customer is not authorised to dispose of the reserved goods in any other way, in particular by pledging them or assigning them as security.

e) In the event of resale, the customer hereby assigns all claims arising to the customer as a result of the resale as well as any other justified claims against their customers with all ancillary rights to the supplier until all of the supplier's claims have been fulfilled. The supplier hereby accepts this assignment. At the supplier's request, the customer must immediately provide the supplier with all infor-

mation and documents necessary for the supplier to assert the assigned rights.

f) If the reserved goods are resold by the customer after processing with other goods that do not belong to the supplier in accordance with paragraph b and/or c, the assignment of the purchase price claim will, in accordance with paragraph e, only apply to the amount of the invoice value of the supplier's reserved goods.

g) If the realisable value of the securities existing for the supplier exceeds the supplier's total claims by more than 10%, the supplier will, at the customer's request, be obliged to release securities of the supplier's choice.

h) The supplier must be notified immediately of any seizure or confiscation of the reserved goods by a third party. Any resulting intervention costs will always be met by the customer, unless they are to be met by third parties.

i) If, in accordance with the provisions stipulated above, the supplier makes use of their retention of title by taking back goods subject to retention of title, they are entitled to sell the goods on the open market or have them auctioned. The goods subject to retention of title will be taken back at the proceeds achieved, up to a maximum of the agreed delivery prices. Any further claims for damages, in particular loss of profit, remain reserved.

j) If the delivery item is located abroad and has been delivered before payment of all amounts owed under the contract, it will remain the property of the supplier until full payment has been effected, insofar as this is permissible under the jurisdiction applicable in the location of the delivery item. If this does not permit the retention of title, but does allow the reservation of other rights to the delivery item, the supplier may exercise all rights of this type. For example, they may also be entitled to a right of lien. Upon request, the customer must immediately support the supplier in the assertion of the type of rights previously mentioned in this clause. They must also cooperate if registrations or other measures are necessary to make the retention of title effective.

## 7. Force majeure/self-supply

a) If, for reasons for which the supplier is not responsible, the supplier does not receive the deliveries or services of their subcontractors that are necessary for the fulfilment of their obligations towards the customer, or does not receive them correctly or on time, despite proper and sufficient coverage prior to formation of the contract in accordance with the quantity and quality arising from the service agreement with the customer (congruent coverage), or if events of force majeure occur for the supplier or their subcontractors, the supplier will inform the customer in good time, at least in written form. In such cases, the supplier is entitled – without giving rise to claims for damages by the customer – to postpone the delivery for the duration of the hindrance plus a reasonable re-start time to a later date or, if the effects of the asserted hindrance last for a significant period (e.g. more than 90 calendar days), to withdraw from the contract in whole or in part as a result of the part that has not yet been fulfilled, provided that the supplier has met their obligation to provide information and has not assumed any procurement risk pursuant to Section 276 of the German Civil Code (BGB) or a delivery or service guarantee. This also applies if the aforementioned hindrances occur during a delay or on the premises of a subcontractor commissioned by the supplier. Section 275 of the German Civil Code (BGB) remains unaffected.

b) Force majeure includes unforeseeable, unavoidable operational disruptions or hindrances, transport delays or interruptions, raw materials or energy shortages, natural disasters or extreme natural events, currency and trade restrictions, embargoes, sanctions, lawful or unlawful sovereign measures, official measures, official orders or official acts, changes in law, strikes, explosions, fire, water, war, armed conflicts, riots, acts of terrorism, epidemics and pandemics, which render timely delivery or service provision impossible and are not attributable to the supplier.

c) If an agreed delivery date or delivery period is exceeded due to the aforementioned events, the customer will be entitled to withdraw from the contract due to the unfulfilled part of the contract after the unsuccessful expiry of a reasonable grace period. In this case, further claims of the customer, in particular for damages, are excluded.

d) The above provision pursuant to clause 4 c) will apply accordingly if, for the aforementioned reasons, it is objectively unreasonable for the customer to continue to adhere to the contract even without a contractual agreement on a fixed delivery date.

e) In the event of withdrawal due to force majeure, any payment already effected by the customer for deliveries or services not provided will be reimbursed immediately.

f) The supplier is only obliged to provide from their own stock of goods and raw materials (stock obligation).

g) The assumption of a procurement risk or guarantee does not solely lie in the obligation to deliver a specific item in terms of its type, but also requires an agreement between the parties to this effect with a written declaration in appropriate wording to confirm the express assumption of the procurement risk.

## 8. Export control

a) Unless otherwise agreed under contract with the customer, the goods to be delivered by the supplier are intended for initial marketing by the customer in Germany or, in case of delivery outside of Germany, to the agreed country of first delivery.

b) If the supplier enters into a contract with the customer that provides for the export of goods from Germany – either by the supplier themselves or via collection by the customer or a third party commissioned by them – this contract will be formed under the condition precedent that there are no hindrances based on the applicable provisions of national and international (re-)export control

law, including embargoes and other sanctions (hereinafter referred to collectively as export control law), in particular that the contract and its implementation are not prohibited by law and that any necessary authorisations, permits, approvals or other requirements in relation to foreign trade regulations (hereinafter referred to collectively as authorisations) have been obtained.

c) The supplier is entitled to refuse to fulfil the contract if and to the extent that the deliveries or services to be provided by them are subject to approval by the responsible body of the corresponding competent authority in accordance with export control law, in any case insofar as the fulfilment of the contract requires approval and this has not been granted.

d) If the customer exports goods to be delivered by the supplier from Germany themselves or commissions a third party to do so, or if they transfer or make available the goods and/or technology delivered by the supplier to third parties, regardless of the manner, the customer is obliged to comply with the applicable export control regulations. In any case, they must comply with the (re-) export control regulations of the Federal Republic of Germany, the European Union (EU) and the United States of America (USA) and all countries affected by import and export, in addition to all relevant regulations of the sanctions lists of the Federal Republic of Germany, the European Union, the United States of America and the United Nations (UN) on business transactions with companies, persons or organisations specified therein.

e) In particular, before transferring the supplier's products to third parties, whether in their original form or combined with the customer's products, the customer must check and take appropriate measures to ensure that

- the goods and/or technical information and services are not intended for armaments-related, nuclear or weapons-related use, unless the necessary authorisations have been obtained;

- the customer does not supply any recipients or export, re-export, deliver or otherwise pass on goods to countries contrary to all relevant sanctions lists of the Federal Republic of Germany, the European Union, the United States of America and the United Nations (UN);

- they do not, even under consideration of restrictions on domestic business and any prohibitions on circumvention, violate an embargo of the Federal Republic of Germany, the European Union, the United States of America or the United Nations (UN) by transferring goods, technologies or services received from the supplier to third parties (including affiliated companies) by arranging contracts for such goods, technologies and services or through the provision of economic resources in connection with them.

e) The customer is expressly prohibited from reselling or delivering to embargoed countries or to third parties that are included in an applicable sanctions list.

f) If required, in particular for the performance of export control checks by authorities or the supplier, the customer will, upon request, immediately provide all necessary information about the final recipient, final destination and the intended use of the goods delivered or to be delivered by the supplier, work and services provided, as well as any export control restrictions applicable in this respect and the authorisations to be obtained by the customer. The supplier reserves the right to obtain end-user certificates from the customer in accordance with the official model of the Federal Office for Economic Affairs and Export Control (BAFA) of the Federal Republic of Germany.

g) If performance of the contract is delayed due to the requirements of export control law, in particular due to the need to obtain licences, the agreed deadlines and dates will be automatically extended or postponed by the duration of said delay.

i) For deliveries abroad, the customer must ensure that all national import regulations of the country of first delivery are met with regard to the goods to be delivered.

j) Claims against the supplier due to delay, non-performance or impossibility of performance due to export control restrictions, prohibition, interdiction or the clarification of doubts in this respect are excluded, provided that the supplier is not at fault.

k) The customer hereby indemnifies the supplier from all damages and expenses resulting from the customer's culpable breach of contractual and/or statutory export control obligations. Any further contractual and/or statutory claims of the supplier remain unaffected. This does not imply a reversal of the burden of proof.

## 9. Value-added tax/confirmation of arrival

a) Value-added tax is only not calculated if the corresponding legal requirements are met.

b) The customer must immediately assist in providing appropriate proof of intra-community delivery in accordance with the requirements of the corresponding applicable laws and, after collection, provide the supplier with written evidence and signed confirmation that the goods have arrived in another EU Member State (confirmation of arrival). Said confirmation must at least contain the name and address of the goods recipient, the quantity and commercial description of the goods as well as the place and date of receipt of the goods. The customer must also inform the supplier of their valid VAT ID, at the latest upon formation of the contract.

c) If the customer's confirmation of arrival is not received by the supplier within three months of collection by the customer, the supplier will be entitled to adjust the invoice accordingly. This may involve including the legally applicable VAT in the invoice, which is incurred if the supplier does not receive the confirmation of arrival. In this case, the customer is obliged to immediately pay the VAT stipulated on the invoice to the supplier.

d) If the customer does not send a confirmation of arrival in good time, the supplier is entitled to charge VAT on the customer's future purchases, even if the goods are collected by the customer and

delivered to another EU Member State. In this case, the VAT will be refunded to the customer if they send a confirmation of arrival in good time.

d) Any official surcharges or tax payments due for payment by the supplier as a result of the customer's failure to issue confirmation of arrival will be charged to the customer.

## 10. Quality, design, modifications

a) We are only obliged to provide the delivered goods in a specific quality if specific quality characteristics are expressly agreed by us with the buyer in writing (subjective requirements). If specific details concerning the quality of the goods, their properties or performance characteristics have been agreed (quality agreement), the determination of whether the delivered goods meet the contractual agreements of the parties will be made exclusively according to these specific details. Any subjective requirements agreed (e.g. in specifications) are complete and conclusive.

b) With regard to properties of the goods that have not been expressly agreed between the parties, but about which the supplier has provided information in the corresponding offer, catalogue, product descriptions, sales documents, etc., said determination will be made using this information.

c) In relation to the quality of the goods in the cases of clause 10 a) or 10 b), the existence of any additional or alternative objective requirements and assembly requirements has no significance. If no quality agreement has been made for properties of the goods and the supplier has not provided corresponding information in their offer or sales documents, catalogues or product descriptions, the determination of whether a defect exists will be made based on the suitability of the goods for their intended purpose, using comparable products and the properties a customer can usually expect from them.

d) Any quality that deviates from the agreed specification or properties of the delivered goods will be deemed to be accepted by the customer if and to the extent that the customer issues approval as part of an agreed acceptance, initial sample test or other test of the samples provided to the customer for testing at their request. If, in the case of an agreed sample test, the customer places an order without having first approved the sample, this circumstance will be understood to imply their approval, provided that the supplier is not responsible for the lack of approval.

e) If the supplier's compliance with statutory regulations announced or amended after formation of the contract requires a change to the contractual products to be delivered in the future, the supplier reserves the right to make such changes that affect the quality, safety or reliability, in particular in the case of chemical-related legal stipulations, in order to ensure that the contractual products comply with the applicable legal regulations. The supplier will inform the customer thereof within a reasonable period following an internal review. The reasonable costs of such legally required product changes or material conversion will be met by the customer, unless the supplier is responsible for said change.

f) Unless otherwise agreed, the supplier reserves the right to make changes to goods not manufactured to customer specifications (catalogue goods or standard parts not manufactured to customer specifications) for new orders, in particular to the material composition in order to ensure safety, reliability or compliance with the applicable legal requirements. The supplier will inform the customer of any such changes. The supplier is not obliged to produce or offer their delivery programme unchanged for future orders.

g) If the changes referred to in clauses 10 e) and 10 f) are unreasonable, either party may terminate the relevant delivery and/or framework agreement. Further claims arising from such termination are excluded. Section 275 of the German Civil Code (BGB) will remain unaffected in the event of a change requirement as per clauses 10 e) and 10 f).

h) Illustrations, drawings, weights and dimensions and any other descriptions of the delivery or service in the supplier's documents are only approximate unless expressly designated as binding in written or electronic form. They do not represent an agreement or guarantee of a corresponding quality of the delivery or service.

i) References to technical standards serve only to describe the service and do not constitute a quality guarantee. The tolerances customary in the industry apply.

j) Unless otherwise agreed in writing, the goods will be manufactured using the supplier's choice of materials customary in the industry in accordance with recognised manufacturing processes.

k) The supplier does not assume any liability for the suitability or functionality of the goods for a specific purpose or use as intended by the customer, unless the supplier has expressly confirmed said suitability or functionality in writing. The customer must check the suitability of the product to be delivered by the supplier for a specific purpose as intended by the customer in advance and at their own risk. Clause 20 is expressly referred to.

l) All goods to be delivered by the supplier are not designed or suitable for use in or on aircraft and spacecraft or for remaining in such vehicles during their operation, nor in or on individual parts installed therein. Further, the supplier's products from the KAPSTO area are also not intended, designed or suitable for use in or on motor vehicles or other vehicles or for remaining in such vehicles during their operation, nor in or on individual parts installed therein. Such suitability or quality as described in sentence 1 or 2 is not a contractual obligation towards the customer unless the customer has expressly informed the supplier of this intended use and the supplier has expressly approved it. The customer's instructions and the supplier's confirmation must be made in writing.

m) The customer is responsible for compliance with statutory and official regulations when using or redelivering the goods as well as for the use of the goods outside the agreed and/or product-related

scope or possibility as determined by the supplier, which is at their own risk and expense.

n) Natural wear and tear, ageing or deterioration within the course of normal usage, insignificant deviations from the agreed quality, insignificant impairment of usability, insignificant visual impairments and normal temperature-dependent dimensional deviations within the tolerances according to the state of the art will not be deemed defects. Damage that occurs after the transfer of risk as a result of faulty or negligent or incorrect handling, excessive load, chemical, electrochemical or electrical influences, unsuitable operating materials or special external influences not provided for in the contract is also not considered as a defect. The aforementioned also applies in the event of a violation of operating, maintenance and installation instructions, unsuitable or improper use or processing, incorrect or negligent handling, storage or installation of the delivered products by the customer.

o) No guarantee is given for the weather, light or abrasion resistance of the material and printing colours, insofar as this has been expressly agreed in writing with the supplier. Minor deviations from the original/sample or minor deviations in colour productions or reproductions, especially where recycled materials or recycled raw materials are used, will not be deemed as defects; this also applies to minor production-related or technically customary deviations between proofs and print runs, provided that these are not deemed unreasonable. Reference is made to the provisions of clauses 16 and 20.

### 11. Warranty rights

a) The customer's warranty rights presuppose that the customer has correctly fulfilled their obligations to inspect and report defects in accordance with Section 377 of the German Commercial Code (HGB). Notices of defects must be made in writing.

b) In the event of material defects and defects of title, the statutory provisions will apply, unless otherwise or additionally stipulated in these terms and conditions of sale.

c) In the event of defects in the goods, the supplier will be entitled, at their own discretion, to effect supplementary performance either through remedying the defect or delivering defect-free goods. The right to refuse supplementary performance for legal reasons remains unaffected.

d) If the supplier is not prepared to remedy a defect or supply a replacement, or if they fail to effect a supplementary performance within a reasonable period of time, or if such supplementary performance fails after an unsuccessful second attempt, the customer is entitled to reduce the purchase price or withdraw from the contract. Withdrawal is excluded in the case of a minor defect. Any further claims, in particular claims for reimbursement of expenses or compensation for damages due to defects or consequential damage, are governed by the liability provisions as per clause 12. At the request of the supplier, replaced parts are to be returned to the supplier freight collect.

e) If goods are not located at the place of fulfillment or, in the case of shipment by the supplier, at the delivery address, the customer will meet all additional costs incurred by the supplier for remedying the defects, unless delivery to another location corresponds to the contractual use of the goods.

f) The unconditional supplementary performance or payment of damages or reimbursement of expenses by the supplier does not represent an acknowledgement of any warranty claims pertaining to the customer. Status reports as part of complaint processing, in particular 8D reports, also do not represent acknowledgement, but only serve as information.

g) The customer has no right to remedy a defect themselves. The customer is only entitled, after notifying the supplier beforehand, to rectify the defect themselves and demand reimbursement of the reasonably costs incurred where this is done to prevent disproportionately severe damage or where the supplier delays in remedying the defect.

h) Unauthorised reworking and incorrect handling will render all claims for defects void, as will incorrect modifications or repairs by the customer or third parties commissioned by the customer.

i) Recourse claims in accordance with Sections 445a, 445b and 478 of the German Civil Code (BGB) will remain unaffected if the legal requirements stipulated therein are met. However, they will only exist if the claim by the party entitled to recourse was justified and only to the extent permitted by statutory provisions, excluding goodwill arrangements that have not been agreed with the supplier and providing that the party entitled to recourse has complied with their own obligations, in particular the obligation to provide a notice of defects. The statutory cases in which the specification of a deadline or a notice of defects are unnecessary remain unaffected. The limitation period for such claims is determined in accordance with clause 13.

### 12. Liability

a) Regardless of the legal basis, the supplier will be liable within the scope and to the extent of the statutory provisions, subject to the following provisions.

b) The supplier will be liable for damages or expense reimbursement – regardless of legal grounds – within the scope of tortious liability in cases of intent and gross negligence. However, in case of a simple negligent breach of material contractual obligations (cardinal obligations), the supplier's liability is limited to compensation for typical, foreseeable damage. Material contractual obligations (cardinal obligations) are understood to mean the fundamental, elementary duties that arise from the contractual relationship that are particularly important for the correct execution or fulfillment of the contract or that significantly influence the mutual trust between the parties, in particular the fulfillment of delivery obligations

and the duty to provide important information.

c) However, liability for loss of profit, indirect damage, loss of production and use, operational damages, lack of savings and financial losses due to third-party claims is always excluded in the case of simple negligence.

d) Liability is excluded in the case of a simple negligent breach of a non-material contractual obligation.

e) Any further liability that goes beyond these terms and conditions of sale and delivery is excluded, regardless of the legal nature of the asserted claim.

f) All limitations or exclusions of liability will not apply to customer claims in the event of fraud, intent, gross negligence, injury to life, body or health, in the event of a quality guarantee, in the event of a delay to a fixed, agreed delivery or service date or in the case of strict liability under the Product Liability Act or in the event of other mandatory statutory liability, in particular liability amount provisions.

g) Insofar as the supplier's liability is excluded or limited, this will also apply to the personal liability of the supplier's legal representatives, executives, employees, organs and vicarious agents.

h) A change in the burden of proof to the detriment of the customer is not associated with the above liability provisions.

i) If the supplier has advised the customer outside of their contractual services, they will only be liable for the functionality and suitability of the delivered goods if this has been expressly assured in advance.

j) The customer is liable for the negligence of the suppliers specified by them as though it is their own negligence.

### 13. Limitation periods

a) The limitation period for the customer's warranty claims is one year from the transfer of risk, in deviation from Section 438 (1), no. 3. The limitation period will also commence if the customer is in default of acceptance. This limitation period will also apply to claims arising from unauthorised acts that are based on a defect in the goods. It also applies to customer claims in the event of recourse in accordance with Section 445a of the German Civil Code (BGB). However, in case of recourse by the customer in accordance with Sections 445a and 478 of the German Civil Code (BGB), claims for damages due to defects in the goods do not expire before the deadlines specified in Section 445b (2) of the German Civil Code (BGB); the regulation of Section 445b (2) of the German Civil Code (BGB) remains unaffected.

b) The limitation periods as per clause 13 a) will also apply to contractual and non-contractual claims for damages made by the customer due to a defect in the goods, unless the application of the standard statutory limitation period (Sections 195 and 199 of the German Civil Code) would result in a shorter limitation period in individual cases.

c) The limitation period for claims for damages due to the breach of other contractual obligations is one year from the end of the year in which the claim arose and the customer became or should have become aware of the circumstances that gave rise to the claim and the identity of the liable party without gross negligence.

d) The limitation period will not recommence with any supplementary performance.

e) Notwithstanding the above clauses 13 a-d), in the event of intent, gross negligence, damage resulting from injury to life, body or health as well as claims under the Product Liability Act or other legally binding liability pertaining to the supplier regardless of legal basis, the customer's claims for damages will expire exclusively in accordance with the statutory limitation periods.

f) If the supplier has expressly granted the customer a quality or durability guarantee, any claims arising from this will expire at the end of the period for which the respective guarantee was granted. If no guarantee period was agreed, claims will expire two years after delivery.

### 14. Tools and equipment

a) The supplier is entitled to manufacture the tools, moulds, inserts and devices, handling systems and other production aids required for the order, in particular the master tools and moulds (hereinafter referred to as tools), themselves or to purchase them from or have them manufactured by third parties. The supplier is and remains the owner of the tools manufactured in relation to the order, in particular for the customer, by the supplier or a third party commissioned by them.

b) The calculation of (pro rata) tool costs is not an indication that the customer is to become the owner of the tools. If the customer is to become the owner of a tool, this requires an express written agreement on the transfer of ownership of the tool (purchase). In this case, ownership is transferred upon full payment of the purchase price. Handover to the customer is replaced by storage on behalf of the customer. Regardless of the customer's legal right to surrender and the service life of the tools, the supplier is entitled to exclusive possession of the goods manufactured with this tool until the end of the supply contract. The supplier will mark the tools owned by the customer as third-party property and will insure them, at the customer's expense, against the usual risks at replacement value.

c) The price of the tools will also include the costs for one-off sampling, but not the costs for testing and processing equipment or for any changes requested by the customer. Costs for further sampling for which the supplier is responsible will be met by the supplier.

d) In the case of the customer's own tools and/or moulds provided on loan, the supplier's liability with regard to storage and care will be limited to the same level of care as in their own affairs. The cus-

tomers is responsible for all maintenance and insurance costs. The supplier's obligations will expire if the customer fails to collect the moulds within a reasonable period of time after order completion and a corresponding request. The supplier's obligation to store the tools will expire two years after the last delivery of parts from the tool, following prior notification from the customer.

The supplier has a right to retain the tools until the customer has fulfilled their contractual obligations in full.

e) Tools that are not the property of the customer will only be used exclusively for the customer's orders if expressly agreed and only insofar as the customer meets their payment and acceptance obligations.

f) Insofar as the supplier is not at fault, they will only be obliged to replace tools free of charge if said tools are required to fulfil a contractually guaranteed output quantity or another agreement concerning the assumption of costs has been expressly agreed.

g) If the purchase price of the tool or the tool costs assumed by the customer are paid by means of amortisation surcharges on the corresponding part price of the goods to be delivered from the tool in question, the remaining amount still outstanding after offsetting the amortisation surcharges already paid (remaining amortisation amount) will, unless otherwise agreed, be due in full immediately upon completion of the corresponding delivery from the tool.

h) Warranty rights or guarantees which the supplier has agreed with the customer for the tool beyond the statutory extent can only be asserted in and for the period in which the tool is used by the supplier. In particular, such claims will automatically expire if the tool is removed by the customer.

### 15. Provision of materials

a) If the customer provides the supplier with materials or tools to fulfil their contractual obligations, these materials or tools must be delivered on time and free of defects at the customer's expense and risk.

b) Regarding materials, the customer must take into account a reasonable quantity surcharge of at least 5%.

c) In the event of non-fulfilment of the requirements as per clauses 15a) and 15b), the delivery time of the goods to be delivered to the customer by the supplier will be extended by a reasonable period of time.

d) If the customer specifies materials or suppliers (preferred suppliers), the supplier will not assume any procurement obligation.

### 16. Paint, printing and labels

The supplier will use paint of fair average quality for the colouring and printing of goods. The customer must provide the supplier with express notification of any special requirements they have concerning the paint, in particular with regard to light resistance, light fastness, colour fastness, abrasion or scrub resistance, suitability for food contact, etc. The use of paint with regard to properties for special customer requirements requires express written agreement.

b) Differences in the colour and material characteristics of painted plastics are due to the manufacturing process. Within the agreed tolerances, which are otherwise customary in the industry, these do not constitute a defect as described in clause 10.

c) Print colours are based on colour charts such as RAL or Pantone. In the case of colour reproductions in all manufacturing processes, slight deviations from the print template and in print position on the goods are possible for production reasons. Colour deviations may also occur due to the different materials used. Such deviations do not constitute a defect.

d) In the case of outdoor use and prolonged exposure to the elements, consideration must be given to the fact that air pollution and other climate and weather influences (especially UV radiation) can change the surface and colour of the goods and prints (state of the art). The goods are in accordance with the contract with regard to light fastness, colour fastness (especially white) as well as light fastness and temperature-related fluctuations in dimensions if they correspond to the state of the art within tolerances.

e) Print samples will only be produced upon prior written request, at the customer's expense.

f) Colour deviations between print templates on paper or on screen and the subsequent printed image are due to technical reasons and cannot be avoided. In case of doubt, the customer assumes responsibility, unless they have requested a print sample.

g) The customer is responsible for ensuring that the print samples or masters approved by them are free from defects. This applies in particular if the customer could have already identified an error on a print sample or master, or if the customer themselves or a third party has provided the supplier with defective masters or specifications, drawings, drafts, data or samples as a template.

h) The customer is responsible for the images, designs, product or similar codes specified or provided by them or by third parties they have commissioned, in particular for any difficulties or consequences that may arise during or as a result of their use. EAN or QR codes are printed in accordance with the state of the art. No further assurances can be given, especially in relation to reading results at retail checkouts, due to possible influences on the codes after delivery and the lack of standardised measurement and reading technology.

i) The costs incurred as a result of text or image errors that are detected during production after customer approval that cause production to be cancelled or interrupted will be met by the customer, unless the supplier is responsible for said cancellation or interruption. This also applies in the event of defective printing materials or templates provided by the customer or third parties

commissioned by them.

j) If, after receipt of a print sample or master, the customer does not provide the required approval or report any deviations, print approval will be understood to have been issued. If no deadline for approval submission has been agreed, a deadline of five working days after receipt of the print sample or master will be deemed to have been agreed. k) The provisions contained in clause 16 a-j) apply accordingly to labels and their prints.

#### 17. Rights to documents, data and samples

a) The supplier reserves all rights of ownership, usage and copyright for all documents, data, forms, equipment and samples – including in electronic form – produced by the supplier or a third party commissioned by them, in particular offers, drafts, calculations, documents, drawings, 2D or 3D data models. This also applies if the customer pays pro rata costs for their production. In case of doubt, only a simple right of use is granted unless otherwise expressly agreed between the customer and the supplier. An agreed payment is also to be effected if a production and delivery order for which the documents, data and samples were produced does not materialise.

b) If the customer is to acquire further rights to the aforementioned documents, data, moulds, equipment and samples, this requires an express written agreement between the customer and the supplier. Ownership of the aforementioned items will only be transferred upon full payment. Agreed usage rights are only granted subject to full payment. However, unless otherwise agreed, the supplier remains entitled to use the aforementioned items without restrictions and irrevocably for third-party orders free of charge.

c) Documents, data and samples provided to the customer by the supplier will be understood to be confidential information in accordance with clause 18.

#### 18. Confidentiality

a) Unless otherwise agreed, the customer will keep all business secrets disclosed to them by the supplier in the course of their business relationship secret from third parties and will only use them to achieve the purpose of agreements between the parties. This will also apply to information that is expressly and recognisably marked as “confidential” or “secret” or similar at the time of disclosure or whose confidentiality arises from the nature of the matter due to the supplier’s interest in maintaining said confidentiality that is apparent to the customer and in which there is a legitimate interest.

b) The customer is responsible for making suitable and appropriate arrangements and measures to protect confidentiality and will only make information as per clause 18a) available to those individuals whose involvement is necessary to achieve the purpose of agreements between the customer and supplier, provided that said individuals are also obliged to maintain confidentiality by the customer accordingly.

c) The aforementioned obligations will not apply if the information is demonstrably: public or generally known, or has been legally disclosed or made accessible to the customer by a third party without restriction with regard to confidentiality or use, or the customer has created or developed the confidential information independently and regardless of its disclosure or provision by the supplier, or the supplier has consented to its disclosure by the customer.

d) If information must be disclosed or made accessible as a result of an enforceable decision by courts, authorities or other state bodies or a legal order, the customer is entitled to do so to the extent necessary.

e) If no order is placed or if an order is terminated, the customer must, upon request, immediately return all confidential information provided by the supplier, in particular documents, offers, drawings and samples, including any copies thereof, and permanently delete any digital copies as well as all electronically stored information or data. These obligations do not apply if and insofar as they are subject to the customer’s legal or contractual obligation or authorisation to store or otherwise keep them, or if and insofar as the customer stores them electronically due to technical and organisational required routine data backups (e.g. as temporary data backups), provided that the information or electronic data not returned or deleted continues to be subject to confidentiality requirements.

f) These confidentiality and non-use provisions apply without time limit in the case of business secrets and otherwise for three years after the information has been communicated.

#### 19. Packaging

a) If the goods have been handed over to the customer on Euro pallets, lattice boxes (load carriers) or returnable containers, the customer must return such load carriers to the supplier in at least the same quantity, type and quality and in proper condition at the place of the original handover. Unless otherwise agreed, the exchange will take place at the same time.

b) In the interests of a circular economy and to reduce the impact of packaging waste on the environment, Section 15 of the German Packaging Act (VerpackG) stipulates the duty to take back all used, empty transport packaging (no. 1), sales and outer packaging that does not typically accumulate as waste with private end consumers after use (no. 2), sales and outer packaging for which system participation is not possible due to system incompatibility in accordance with Section 7 (5) of the German Packaging Act (VerpackG) (no. 3), sales packaging for hazardous contents (no. 4) or reusable packaging (no. 5) pertaining to the manufacturer and downstream distributors in the supply chain in order to recycle and recover said packaging.

c) Unless otherwise agreed, the customer will return the packaging to the supplier DAP (INCOTERMS 2020), the supplier’s place of business at their own expense and risk, and will meet the reason-

able costs of any necessary recycling or disposal. If the customer is an end consumer who does not commercially market the goods in the form delivered to them (end customer), the supplier’s obligation to take back packaging will be limited to packaging that originates from goods that the supplier has in their range. The customer also agrees to cooperate wherever necessary to assist the supplier in meeting their documentation obligations in accordance with Section 15 of the German Packaging Act (VerpackG).

d) The customer will cooperate wherever necessary to ensure that the supplier is able to meet their documentation obligations in accordance with Section 15 of the German Packaging Act (VerpackG).

#### 20. Food, medical, pharmaceutical suitability/recycled material

a) Unless expressly agreed otherwise, it is the customer’s responsibility to carry out a timely check at their own expense to determine that the delivered goods are suitable i) for the use intended by the customer, in particular for use with/for cosmetic or medical products, medicines, pharmaceuticals, food or beverages, ii) with regard to electrical or chemical interactions between the goods delivered by the supplier and the materials intended or used by the customer, especially for filling, iii) with regard to the statutory regulations to be complied with by the customer in terms of their manufactured products.

b) Recycling raw materials are selected by the supplier with care. Despite this, there may be major variations in surface finish, colour, purity, odour and physical or chemical properties between batches; this does not entitle the customer to issue a notice of defects to the supplier. However, upon request, the supplier will assign any claims against upstream suppliers to the customer; the supplier will not assume any liability for the existence of such claims.

#### 21. Industrial property rights

a) The supplier will remain the owner of all of their industrial property rights, applications for industrial property rights or positions similar to industrial property rights, regardless of their nature (such as patent rights, trademark rights, utility model and design rights, copyrights), their practical experience (know-how), as also expressed in drawings and projects, regardless of whether they are registered or not (intellectual property rights) and regardless of whether they are protected, could be protected or unprotected, insofar as the supplier is entitled to them at the time of formation of the contract or they are developed by them or a third party commissioned by them after formation of the contract. The same will apply to adaptations, modifications and further developments.

b) If technical expertise (know-how), copyrights and/or industrial property rights arise for the supplier in the course of an order, these will not be transferred to the customer through development activities, manufacture or the sale of the goods. This also applies if the customer is responsible for part of the costs for the development. In particular, the supplier is also entitled to use these rights for third-party orders. Clause 17 applies accordingly.

c) The supplier is entitled to visibly affix their company name, brand, logo, sign, identification number or legally required labelling to or on the individual products manufactured by them in an appropriate form that does not impair the design of the goods.

d) Unless otherwise agreed, the supplier will only provide their deliveries and services free of industrial property rights and applications for industrial property rights (property rights) if the goods are used in accordance with the contract, of which at least one of the family of property rights has been published either by the European Patent Office or in the Federal Republic of Germany, France, Great Britain or the USA.

e) If the supplier is prohibited from third-party manufacture or delivery based on a property right pertaining to them or an application for a property right, the supplier will be entitled, without examination of the legal situation, to suspend their deliveries and services until said legal situation has been clarified by the customer and the third party. If the supplier can no longer be reasonably expected to continue the order due to the delay, they will be entitled to withdraw from the contract.

f) Even if a violation of property rights has not been legally established or recognised by the supplier, the supplier is entitled, at their own discretion to (i) obtain a right of use for the deliveries in violation of a property right, (ii) modify the deliveries in such a way that they no longer violate the property right, or (iii) replace the deliveries with similar deliveries that no longer violate the property right.

g) If the customer provides the supplier with drawings, texts, images, data, codes, drafts, samples, models or other equivalent descriptions, or provides them with other templates, material, information, instructions or other special specifications that the supplier should or must use in the production of the goods, the customer is responsible for these provisions or specifications and will check in good time in advance whether they will violate intellectual or industrial property rights or applications for industrial property rights of third parties, in particular patents, designs, utility models, trademarks or copyrights. In such cases, the supplier will inform the customer of any obvious third-party property rights at the time of commissioning, but will not be obliged to conduct their own (property right) searches.

h) Clause 21 letter g) applies accordingly if the violation of property rights is caused by the fact that the customer modifies the products or uses them together with products not delivered by the supplier, or the supplier produces them using supplier parts (preferred goods) or suppliers (preferred suppliers) specified by the customer.

i) The customer’s claims due to a violation of third-party property rights are excluded unless the supplier is responsible for them.

j) The customer will indemnify the supplier against any third-party claims that result from a violation of industrial property rights for which the customer is responsible within the framework and scope of statutory provisions. Any further claims of the supplier

remain unaffected.

k) In all other respects, the supplier’s liability in the event of culpability due to the violation of third-party rights will be governed by the liability provisions as per clause 12.

#### 22. Project cancellation/termination of long-term contracts

Unless otherwise agreed, both open-ended contracts and blanket, series and call-off agreements with a fixed term can be cancelled by the supplier in writing with a notice period of 12 months. Statutory rights and claims of the supplier as well as other contractual cancellation or withdrawal rights remain unaffected.

#### 23. Place of fulfilment, place of jurisdiction, language version

a) Unless otherwise agreed, the place of fulfilment will be the supplier’s place of business.

b) The substantive law of the Federal Republic of Germany applies. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

c) The exclusive place of jurisdiction for all disputes arising from or in connection with the contract will be the supplier’s place of business, provided that the customer is a merchant or a legal or special entity under public law. However, the supplier is entitled to bring legal action at any other legal place of jurisdiction.

d) If these terms and conditions of sale are announced or made available to the customer in a language other than German, this only serves to facilitate understanding. The German version takes precedence over versions in other languages.

#### 24. Compliance

a) The supplier aims to pursue ecologically and socially responsible corporate governance within the framework of its own code of conduct (available at [www.poeppelmann.com](http://www.poeppelmann.com)).

b) The supplier expects the customer to behave in a fair, ecological, social and ethical manner in all actions, measures, contracts and other processes as part of their business activities. The customer will integrate and implement the aforementioned principles as part of its corporate management.

c) The customer will take suitable and appropriate measures to ensure that its legal representatives and employees follow behavioural guidelines, for instance in the form of a code of conduct, to which the customer has subjected themselves or implemented as a voluntary commitment, and that the applicable statutory provisions are observed.

#### 25. Privacy policy

a) The supplier will collect and process personal data in accordance with the valid and applicable statutory data protection provisions, in particular in accordance with the EU General Data Protection Regulation (GDPR) and the German Data Protection Act (BDSG). Details and information on the supplier’s processing of personal data provided to them can be found in the data protection declaration at [www.poeppelmann.com](http://www.poeppelmann.com).

b) The customer will comply with the applicable statutory data protection regulations with regard to the personal data communicated to the customer or otherwise obtained, and will only store and process said data in accordance with the statutory provisions and use the data exclusively for contract execution and not for any other purpose, except where permitted by law.

c) When processing personal data, the customer will only use personnel who are trained in and committed to confidentiality (data secrecy) and compliance with data protection regulations. The customer will also structure its internal organisation to ensure compliance with applicable data protection legislation. In particular, the customer must take appropriate technical and organisational measures to secure personal data against misuse and loss, and to delete it in accordance with the provisions of data protection law.

d) If the customer involves service providers in or with the processing of personal data, the customer will ensure that any legally required agreement is properly concluded with the service provider.

e) The customer must inform the supplier of any breach of personal data protection (so-called data breaches or data protection incidents) immediately after becoming aware thereof. The customer’s statutory data protection obligations will remain unaffected.

Pöppelmann GmbH & Co. KG  
Kunststoffwerk-Werkzeugbau  
Bakumer Str. 73  
49393 Lohne, Germany

Pöppelmann Kunststoff-Technik GmbH & Co. KG  
Hermann-Staudinger-Straße 1  
49393 Lohne, Germany