

General Purchasing Conditions (General Terms and Conditions of Purchase)

1. Scope, Form

1.1. Our General Purchasing Conditions (GPC) apply to all business relations with our business partners, service providers and suppliers ("Vendors").

These GPC only apply when the Vendor is a merchant (Sec. 14 German Civil Code), a corporate body governed by public law or a separate fund governed by public law.

1.2. These GPC apply specifically to contracts for the sale and/or delivery of moveable objects ("Goods"), regardless of whether the Vendor manufactures the Goods himself or buys them from suppliers (Sec. 433, 650 German Civil Code).

Unless otherwise agreed, these GPC apply in the version valid at the time the Purchaser places an order, and, in any case, in the version communicated to him last in text form as a general agreement that also applies to similar future contracts, without us having to refer to them again in each individual case.

1.3. These GPC apply exclusively. Divergent, conflicting or supplementary general terms and conditions of the Vendor only become part of the contract if and insofar as we have expressly agreed to their validity in writing.

This approval requirement applies in all cases, for example, even if we accept the deliveries without reservation in knowledge of the general terms and conditions of the Vendor.

1.4. Individual agreements made in individual cases with the Vendor, (including ancillary agreements, additions and changes) always take priority over these GPC. Subject to proof of the contrary, a written contract or our written confirmation prevail in relation to the contents of such agreements.

1.5. Legally relevant declarations and statements by the Vendor in relation to the contract (e.g. deadline setting, reminders, withdrawals) must be made in writing, i.e. in written or text form (e.g. letter, email, facsimile). Statutory form regulations and further proof, particularly in case of doubt concerning the legitimacy of the declaring party, remain unaffected.

1.6. References to the validity of statutory provisions are only of clarifying significance.

The statutory provisions apply even without such clarification, unless they have been directly amended or expressly excluded in these GPC.

2. Contract Conclusion

2.1. Our order becomes binding at the earliest on written submission or confirmation. In individual cases, oral or informal orders may also be placed, but we must expressly confirm these as the Purchaser in each individual case. The Vendor is to notify us of obvious errors (e.g. typing errors and miscalculations) and incompleteness of the order, including the order documents, prior to acceptance so that they can be corrected or completed; otherwise, the Contract does count as having been concluded.

2.2. The Vendor is obliged to confirm our order in writing within 15 days or by specifically shipping the goods without reservation (acceptance). Late acceptance is considered to constitute a new offer and requires our acceptance.

2.3. The order confirmation contains the order number from the Purchaser's order, the order date, the exact quantity and name of the goods or services ordered, the terms of payment, terms of delivery (INCOTERMS), place of delivery, prices and delivery dates. Deviations from the order in terms of price, quantity, delivery date, pack sizes, packaging or other relevant product characteristics or parameters must be clearly highlighted and will only be accepted after the Purchaser confirms them.

2.4. If the Vendor makes an offer to the Purchaser, then the offer is made free of charge. Deviations from the Purchaser's request in terms of quantity, characteristics/specification, quality or origin of the material

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must be clearly highlighted in the Vendor's offer. Offers are always binding for the Vendor. Offers must include delivery terms (Incoterms) and the place of delivery.

3. Delivery, delivery terms (Incoterms), delivery time and delivery delay

3.1. The INCOTERMS agreed on conclusion of the contract define the responsibilities with regard to transport, insurance, customs clearance, risk transfer and other obligations defined in the INCOTERMS between the Vendor and Purchaser, unless otherwise stipulated in these General Purchasing Conditions or individual agreements between the Parties. INCOTERMS 2010 shall apply unless otherwise agreed on conclusion of the Contract.

3.2. Delivery takes place in Germany according to INCOTERM CIP at the place indicated in the order. If the destination has not been specified and nothing else has been agreed, delivery must be made to our registered office in D-89367 Waldstetten. The respective place of destination is also the place of performance for the delivery and any subsequent performance (obligation to fulfill).

3.3. The delivery time we specify on the order is binding and relates to arrival at the place of delivery. Decisive for adherence to the agreed delivery time is the full receipt of the goods at the agreed place of delivery. Proper receipt of the goods also includes the transfer of material test reports, test reports, quality documents, technical drawings, operating instructions or other documents. If a delivery period is agreed instead of a delivery date, the delivery period begins on order date.

3.4. The Vendor is obliged to inform the Purchaser immediately in writing if – for whatever reason – he does not expect to be able to comply with the agreed delivery periods. In this case, the Vendor has to state when precisely the delivery is to be expected. A new delivery date is only valid if the Purchaser agrees to it.

3.5. Each delivery must be accompanied by a packing list or delivery note. The delivery note must contain the following information: The Purchaser's order number, the order date, delivery note no., delivery note date, exact quantity and exact description of the goods or services purchased. We cannot be held responsible for resulting delays in processing and payment if the delivery note is missing or incomplete.

3.6. If the Vendor fails to render his service or does not do so within the agreed delivery period, or if he is in default, our rights, and, in particular, our right to withdraw and claim damages are determined by the statutory provisions. The provisions in Sec. 6 remain unaffected by this.

3.7. If the Vendor is in default, we can – in addition to making further statutory claims – demand flat-rate compensation for our default claim in the amount of 1% of the net price per completed calendar week, but no more than 5% of the net price of the goods which are delivered late. We reserve the right to prove that more damage has occurred. The Vendor is entitled to prove that no or significantly less damage has occurred.

4. Performance, risk transfer, default of acceptance

4.1. Without our prior written consent, the Vendor is not entitled to have the service which he owes performed for him by third parties (e.g. subcontractors). Unless otherwise agreed in individual cases, the Vendor bears the procurement risk for his services (e.g. limitation to stock).

4.2. The risk of accidental loss and deterioration of the object is transferred to us on delivery at the place of performance. Insofar as an acceptance has been agreed, this shall be decisive for the transfer of risk. The statutory provisions of work contract law also apply to acceptance in all other cases. Transfer or acceptance is the same if we are in default of acceptance.

4.3. The statutory provisions apply in the event of our default of acceptance. The Vendor must also offer us his services expressly if a specific or determinable calendar date has been agreed for an action or participation on our part (e.g. material provision). If we are in default of acceptance, then the Vendor can demand compensation for the additional expenses he has incurred in accordance with the statutory provisions (Sec. 304 German Civil Code). If the Contract relates to the production of a non-saleable item

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(individual, custom-made item) to be produced by the Vendor. The Vendor is only entitled to further rights if we are committed to participate and we are responsible for our failure to do so.

5. Prices and terms of payment

5.1. The price stated in the order is binding and represents a fixed price. All prices are net prices. Sales tax will be charged as a separate item at the rate that applies on the invoice date.

5.2. Unless otherwise agreed in individual cases, the price includes all services and ancillary services rendered by the Vendor (e.g. installation) and all ancillary costs (e.g., proper packaging, transport costs, including any transport and liability insurance).

5.3. The Vendor sends an invoice to the Purchaser for each delivery, containing the following information: The Purchaser's order number, the order date, delivery note no., delivery note date, exact quantity and exact description of the goods or services purchased, bank details of the Vendor, terms of payment, invoice number, invoice date, terms of delivery (INCOTERMS), place of delivery.

5.4. The Purchaser does not owe any interest on arrears. The statutory provisions apply to defaults in payment.

5.5. Payments by the Purchaser do not constitute acceptance of the order as agreed or as correctly calculated. Warranty claims by the Purchaser remain unaffected by this.

5.6. We are only entitled to set-off and retention rights and the plea of non-fulfilled contract to the extent prescribed by law. We are specifically entitled to withhold due payments as long as we are still pursuing claims against the Vendor for incomplete or erroneous services.

5.7. An assignment or transfer of rights and obligations of the Vendor outside the scope of Sec. 354a German Civil Code is not permitted. Exceptions require the written consent of the Purchaser, which may not be unfairly denied.

6. Non-disclosure and retention of title

6.1. We reserve the right of ownership and copyright to plans, drawings, calculations, implementation instructions, product descriptions and other documents. Such documents are to be used exclusively for the performing the contract and are to be returned to us after completion of the contract. The documents are to be kept secret from third parties, even after the contract has terminated. The Vendor is liable for any loss or misuse.

6.2. The aforementioned provision applies accordingly to substances, materials (e.g. software, finished and semi-finished products) and tools, templates, samples, models and other items that we supply the Vendor with for production purposes. Unless they are processed, objects of this nature are to be kept separate at the expense of the Vendor, and adequately insured against destruction and loss.

6.3. "Confidential Information" means any scientific, technical, financial or business information or trade secrets that the Purchaser supplies to the Vendor or the Purchaser supplies or is transferred in the name of the Purchaser, or the Purchaser otherwise publishes (including observations by the Vendor). The Vendor agrees to keep all confidential information secret and to not disclose it without the Purchaser's prior and express written consent. Disclosure and access to confidential information is restricted to those in the Vendor's organisation who need this information in order to fulfil relevant contracts between the Vendor and the Purchaser. All confidential information reproduced represents confidential information. In no case is confidential information allowed to be disclosed to third parties without the prior written consent of the Purchaser, unless to regulatory authorities for compliance purposes only. When information is passed on to public authorities, it must be labelled as confidential and the authorities informed that the information concerns intellectual property. The provision of confidential information does not grant or create any rights or licenses for the Vendor except for the purposes described in Sec. 3 here.

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6.4. Any processing, mixing or combination (further processing) of the objects supplied by the Vendor is performed on our behalf. The same applies to further processing of the goods we deliver, so that we are considered to be the producer and, at the latest, acquire ownership of the product in accordance with the statutory provisions when it is further processed.

6.5. Transfer of the goods to us is to take place unconditionally and without consideration of payment of the price. If, in individual cases, however, we accept an offer by the Vendor to transfer ownership conditional on payment of the purchase price, retention of title by the Vendor expires at the latest when the purchase price is paid for the delivered goods. In the ordinary course of business, we remain authorised to resell the goods prior to payment of the purchase price subject to advance assignment of the resulting claim. In any case, this excludes all other forms of retention of title, and, in particular, extended, transferred and continued retention of title owing to further processing.

7. Defective Delivery

7.1. Unless otherwise stated below, the statutory provisions apply to our rights in the event of material and legal defects of the goods (including incorrect and short deliveries, as well as incorrect installation and erroneous assembly, operating manuals or operating instructions) and other breaches of duty by the Vendor.

7.2. According to the statutory provisions, the Vendor is specifically liable for ensuring that the goods have the agreed quality upon transfer of risk to us. Those product descriptions that comprise the object of the respective contract, or are included in the contract in the same way as these GPC, particularly when they are named or referenced in our order, apply as an agreement in each case regarding quality. It makes no difference whether the product description comes from us, the Vendor or the producer.

7.3. In deviation to Sec 442 (1) (2) German Civil Code, we are entitled to make unlimited claims for defects, even if the defect remained unknown owing to gross negligence on the conclusion of the contract.

7.4. The statutory provisions (Sec. 377, 381 German Civil Code) apply to the commercial obligation to inspect and give notice of defects, with the following proviso: Our obligation to inspect is limited to defects that become apparent during our inspection of the goods by way of external inspection including the delivery documents (e.g. transport damage, incorrect and short delivery) or within the scope our quality control measures using the sampling procedure. Insofar as acceptance has been agreed, there is no obligation to inspect. In all other cases, it depends on the extent to which an inspection is feasible in the ordinary course of business taking into account the circumstances of the individual case. Our obligation to give notice of defects that are discovered later remains unaffected by this. Notwithstanding our obligation to inspect, our complaint (notice of defect) shall be deemed prompt and timely in any case, if it is sent within 10 working days of the discovery of the defect or, in the case of obvious defects, from the date of delivery. Signing a delivery note cannot be understood as acceptance that the delivery is in conformity with the contract.

7.5. Subsequent performance also includes the removal of the defective goods and their re-installation insofar as the goods were incorporated into another object in accordance with their type and intended purpose or attached to another object; our statutory claim for compensation for corresponding costs remains unaffected by this. The costs incurred for testing and supplementary performance are to be borne by the Vendor even if it emerges that there was no actual defect. Our liability for damages in the event of the unjustified rectification of defects remains unaffected by this; however, we shall only be liable if we recognised or did not recognise owing to gross negligence that a defect did not exist.

7.6. The following applies without prejudice to our statutory rights and the provisions in Sec. 5: If the Vendor fails to comply with his obligation to provide subsequent performance – at our discretion by rectifying the defect (rectification) or by delivering a defect-free item (replacement) – within a reasonable period we have set, we are entitled to rectify the defect ourselves and demand that the Vendor reimburses

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the requisite cost we incurred or make a corresponding advance payment. No deadline needs to be set if supplementary performance by the Vendor fails or we find it unreasonable (e.g. owing to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage); we shall inform the Vendor immediately, and, if possible beforehand, of such circumstances.

In such cases, and, in particular, to avert acute danger or avoid greater damage, or, if the Vendor fails to fulfil his obligations within a reasonable period, the Vendor is entitled to rectify defects or have them rectified at the expense of the Vendor or procure goods free from defects from other sources.

7.7. We are also entitled to a material or legal defect according to the statutory provisions that entitles us reduce the purchase price or withdraw from the contract. We also are entitled to damages and reimbursement of expenses according to the statutory provisions.

8. Supplier Regress

8.1. In addition to claims for defects, our statutory claims for regress within a supply chain (supplier regress in accordance with Sec. 445a, 445b, 478 German Civil Code) are without limitation. We are specifically entitled to demand exactly the same supplementary performance (repair or replacement) by the Vendor that we owe to our customer in individual cases.

8.2. Before we acknowledge or fulfil a claim asserted by our customer (including reimbursement of expenses according to 445a (1), 439 (2) and (3) German Civil Code), we shall inform the Vendor and ask for a written statement containing a brief explanation of the facts. If this substantiated statement is not submitted within a reasonable period of time and no mutually agreed solution is reached, the claim asserted that we actually granted shall be deemed due to our customer. In this case, the Vendor is responsible for providing proof to the contrary.

8.3. Our claims under supplier regress also apply if we or another contractor further process the defective goods, e.g. by incorporating them into another product.

9. Producer Liability

9.1. If the Vendor is responsible for damage to a product, he shall indemnify us against claims by third parties in this respect, since the cause is to be found in his domain and organisational area, and he is liable for the external relationship.

9.2. Within the framework of his exemption obligation, the Vendor shall reimburse expenses from or in connection with a claim by third parties in accordance with Sec. 683, 670 German Civil Code, including recalls we have performed. Insofar as possible and reasonable, we shall inform the Vendor of the content and extent of the recall measures and provide with him the opportunity to make a statement in relation. Further statutory claims remain unaffected by this.

9.3. The Vendor is to take out and maintain a product liability insurance policy with flat-rate coverage of at least €10 million per personal injury/property damage event.

10. Limitation

10.1. Unless otherwise stated below, reciprocal claims by the contracting parties expire in accordance with the statutory provisions.

10.2. Notwithstanding Sec. 438 (1) (3) German Civil Code, the general limitation period for claims for defects is 3 years from the transfer of risk. The limitation period begins on acceptance, insofar as acceptance has been agreed. The 3-year limitation period also applies to claims arising from defects in title, whereby the statutory period of limitations for claims in rem for third parties (Sec. 438 (1) (1) German Civil Code) remains unaffected; Over and above this, claims arising from defects of title never become statute-barred as long as the third party can still assert his right against us, in particular owing to a limitation period.

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10.3. The limitation periods for sale of goods law, including the aforementioned extension, apply to the legal extent to all contractual claims for defects. Insofar as we are entitled to make non-contractual claims for damages due to a defect, the statutory limitation period applies (Sec. 195, 199 German Civil Code) if the application of the limitation periods for sale of goods law in individual cases does not result in a longer limitation period.

11. Environmental protection, legal regulations, child labour, conflict minerals

11.1. The Vendor undertakes to produce and deliver the goods or services delivered in an environmentally friendly and energy-efficient manner. This includes the use of environmentally-friendly and recyclable materials, low-emission and environmentally-friendly designs that are easy to detach and reattach, as well as energy-saving and resource-efficient solutions.

11.2. The Vendor warrants that the goods produced or services provided that are delivered to the Purchaser comply with the legal requirements of all countries involved in the supply and production chain.

11.3. The Vendor warrants that the goods produced or services delivered take place without the use of child labour.

11.4. The Vendor declares that the goods produced or services delivered take place without the use of what are referred to as conflict minerals. If the use of conflict minerals is unavoidable, the Vendor must provide unsolicited proof that the minerals used are not from conflict regions.

11.5. Chemische Fabrik Karl Bucher has implemented a whistleblower system in accordance to the EU Whistleblower Directive. Detailed information are available at <https://www.cfkb.de/gtc>.

12. Personal Data / Data Protection

The Vendor shall handle personal data belonging to the Purchaser's employees (such as their name, function, telephone number, email address) in accordance with the data protection provisions applicable to such data. The Vendor shall restrict access to such data to those who require this information, protect it from unauthorised access by third parties and store the data only for as long as the law requires it.

13. Choice of law and jurisdiction

13.1. The law of the Federal Republic of Germany applies exclusively to these GPC and the contractual relationship between us and the Vendor, under exclusion of international uniform law, and, in particular, the United Nations Convention on Contracts for the International Sale of Goods.

13.2. If the Vendor is a merchant, legal entity under public law or special fund under public law in terms of the German Commercial Code, the exclusive place of jurisdiction for all disputes arising from the contractual relationship is our registered office in D-84453 Waldstetten. The same applies if the Vendor is a business entity within the meaning of Sec. 14 German Civil Code. We are, however, also entitled to bring action in all cases at the place of performance of the delivery obligation in accordance with these GPC, or a priority individual agreement, or at the Vendor's general place of jurisdiction. Priority laws, specifically on exclusive jurisdictions, remain unaffected by this.