

General Terms and Conditions of Purchase

General Terms and Conditions of Purchase (the 'Purchase Conditions')

of the GAUDLITZ GmbH
Callenberger Str. 42
96450 Coburg

and the

GAUDLITZ PLASTIC TECHNOLOGIES GmbH & Co. KG
Callenberger Str. 42
96450 Coburg

(both hereinafter referred to as the 'Buyer' or 'GAUDLITZ')

§ 1 Scope of application

- (1) These Terms and Conditions of Purchase shall apply exclusively to all business relations, in particular declarations, legal transactions and contracts as well as their respective execution between the negotiating partner or contractual partner (in each case the 'SUPPLIER') and GAUDLITZ.
- (2) Deviating conditions of the SUPPLIER shall only be binding if GAUDLITZ agrees to them in writing. These Terms and Conditions of Purchase shall also apply if GAUDLITZ accepts performance by the SUPPLIER without reservation in the knowledge of deviating terms and conditions.
- (3) Individual agreements between the SUPPLIER and GAUDLITZ shall take precedence over these Terms and Conditions of Purchase. The written agreement with or confirmation by GAUDLITZ shall be decisive for the proof of their content.
- (4) All legally relevant declarations and notifications such as deadlines, reminders, cancellation and termination declarations by the SUPPLIER must be made in writing.
- (5) Written form within the meaning of these GTCP includes written and text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimisation of the declaring party, shall remain unaffected.
- (6) These Terms and Conditions of Purchase apply exclusively to entrepreneurs within the meaning of § 14 BGB (German Civil Code), legal entities under public law or special funds under public law.
- (7) These Terms and Conditions of Purchase shall also apply to future transactions with the SUPPLIER, even if they are not expressly agreed again.

§ 2 Conclusion of contract, offers and cost estimates

- (1) The SUPPLIER is obliged to confirm each order by GAUDLITZ in writing within 5 working days of receipt. If this confirmation is not made within the aforementioned period, GAUDLITZ shall no longer be bound by its order.
- (2) The SUPPLIER shall prepare all offers and cost estimates at its own expense.
- (3) By accepting the order, the SUPPLIER confirms that he has taken note of GAUDLITZ's terms and conditions, in particular the GAUDLITZ Supplier Code of Conduct (available at <https://www.gaudlitz.de/downloads/>).

§ 3 Prices, invoices and payments

- (1) Unless otherwise agreed, all prices stated in the order are in EURO.
- (2) The price stated in GAUDLITZ's order is binding and fixed. It includes all services of the SUPPLIER, in particular including transport costs, insurance premiums, customs duties and any excise duties.
- (3) Packaging is also included in the price, unless the SUPPLIER charges a deposit for reusable packaging. In this case, the deposit for the reusable packaging shall be invoiced separately and offset against returned reusable packaging. GAUDLITZ shall be entitled to return reusable packaging at the end of the business relationship against repayment of the

deposit, provided there is no significant damage to the reusable packaging.

- (4) Prices are to be quoted without statutory value added tax. This must be shown separately.
- (5) Invoices are to be sent to the following contact addresses, repeating the details from the order: invoice@gaudlitz.de
Each invoice may only relate to services from one order. GAUDLITZ shall not be responsible for delays caused by non-compliance with these requirements.
- (6) Payment shall be made within 30 days after proper delivery to the place of fulfilment and invoicing.
- (7) Clause 10.(3) shall additionally apply to the remuneration for the granting of rights of use and any deduction of withholding taxes and surcharges.

§ 4 Delivery and transfer of risk

- (1) Delivery shall always be DPP in accordance with Incoterms (2020), unless expressly agreed otherwise in individual cases. The place of fulfilment for services for which acceptance takes place is generally the Buyer's registered office. The transfer of risk shall then take place upon acceptance.
- (2) The SUPPLIER is only entitled to make partial deliveries if
 - the partial delivery can be used by the customer within the scope of the contractual purpose,
 - the delivery of the remaining ordered goods is ensured and
 - the Principal does not incur any significant additional expenditure or additional costs as a result (unless the Seller agrees to bear these costs).
- (3) If GAUDLITZ accepts partial deliveries, any usual additional costs incurred as a result shall be borne by the SUPPLIER. GAUDLITZ shall be obliged to substantiate these additional costs by means of verifiable invoicing.
- (4) The agreed delivery date shall be binding.
- (5) The SUPPLIER is obliged to inform GAUDLITZ immediately in writing if it becomes recognisable to the SUPPLIER that the deadline for the service cannot be met.
- (6) If the SUPPLIER exceeds the agreed deadline, GAUDLITZ shall additionally be entitled to a contractual penalty of 0.3% of the net order value per working day up to a maximum of 5% of the net order value, unless the SUPPLIER is not responsible for the delay. GAUDLITZ shall retain the right to the contractual penalty, even if it does not reserve this right when accepting fulfilment.
- (7) Shipping documents such as delivery notes and packing lists must be enclosed with the consignments. The order numbers and other details from the GAUDLITZ order must be stated in all documents. Additional costs incurred by GAUDLITZ due to culpable non-observance of these provisions by the SUPPLIER shall be borne by the SUPPLIER.

§ 5 Packaging

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- (1) Delivered goods must be packed by the SUPPLIER in such a way that damage during transport is avoided. The packaging material used must be environmentally friendly and shall only be used to the extent necessary. Ownership of the packaging shall pass to the Purchaser. At GAUDLITZ's request, the SUPPLIER shall take back the packaging or GAUDLITZ shall dispose of the packaging at the SUPPLIER's expense.
- (2) If reusable packaging owned by GAUDLITZ is used, it must be returned immediately at the request of GAUDLITZ or upon termination of the business relationship between GAUDLITZ and the SUPPLIER. Markings on the reusable packaging and transport containers which identify them as the property of GAUDLITZ may not be removed or made unrecognisable by the SUPPLIER.

§ 6 Retention of Title, Offsetting, Rights of Retention and Assignment

- (1) The delivered goods shall become the property of GAUDLITZ upon handover. The agreement of a simple, extended or prolonged retention of title by the SUPPLIER is hereby excluded. In any case, GAUDLITZ shall be entitled without further ado, in particular without authorisation or notification, to process the delivered goods or to dispose of them in any other way.
- (2) If and insofar as the SUPPLIER processes or transforms items provided by GAUDLITZ into a new movable item, GAUDLITZ shall be deemed to be the manufacturer. The processing or remodelling is carried out on behalf of GAUDLITZ.
- (3) In the event of combination or inseparable mixing with other items, GAUDLITZ shall acquire co-ownership of the new item in proportion to the value of the items at the time of combination or mixing. If such a combination or mixing takes place in such a way that the SUPPLIER's items are to be regarded as the main item, the SUPPLIER shall transfer co-ownership of the new item to GAUDLITZ immediately after production of the new item in the ratio of the values that the items had before the combination or mixing. GAUDLITZ accepts this transfer of co-ownership rights. The SUPPLIER shall be authorised and obliged by GAUDLITZ to store the new item for GAUDLITZ. GAUDLITZ is entitled to terminate the safekeeping relationship at any time without notice and without cause.
- (4) Offsetting and the assertion of rights of retention are only permitted if the SUPPLIER's counterclaim is undisputed or has been legally established. The defence of non-performance of the contract remains unaffected.
- (5) The SUPPLIER is only authorised to assign his claim against GAUDLITZ or to have it collected by third parties with the prior written consent of GAUDLITZ, § 354a HGB remains unaffected by this. The SUPPLIER shall deliver the Products free of liens, rights and encumbrances of third parties.
- (6) GAUDLITZ is authorised to assign its claims against the SUPPLIER in whole or in part to companies of the GAUDLITZ GROUP. The SUPPLIER hereby assigns its warranty claims against its subcontractors with regard to the products and services delivered to GAUDLITZ, insofar as these exist or will arise in the future. This assignment is subject to the condition precedent that the SUPPLIER does not fulfil GAUDLITZ's warranty claims. GAUDLITZ accepts this assignment. Such an assignment shall not affect GAUDLITZ's warranty claims against the SUPPLIER. The SUPPLIER shall support GAUDLITZ upon request in a reasonable manner in the exercise of the assigned rights.

§ 7 Warranty, liability, supplier recourse, self-remedy and other performance disruptions

- (1) The SUPPLIER shall render its performance free of material defects and defects of title and, insofar as a quality has not been agreed, in particular in accordance with the legal provisions applicable to the SUPPLIER and GAUDLITZ and the state of the art in science and technology.
- (2) In principle, the statutory regulations for defective services shall apply.
- (3) The place of fulfilment for subsequent performance shall be the location of the item.
- (4) If requested by GAUDLITZ, subsequent fulfilment shall include any dismantling and removal as well as the installation of the replacement delivery. GAUDLITZ's claim for reimbursement of corresponding expenses shall remain unaffected. GAUDLITZ shall be entitled to the statutory rights of recourse in the supply chain (§§ 445 a, 445 b and § 478 BGB) without restriction. The rights of recourse shall also apply if the delivered goods have been processed by GAUDLITZ or a third party.
- (5) Notwithstanding the statutory rights and the above provisions in Clause 7, the following shall apply:
If the SUPPLIER does not fulfil its obligation of subsequent performance

- at GAUDLITZ's discretion by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery) - within a reasonable period set by GAUDLITZ, GAUDLITZ may remedy the defect itself and demand reimbursement of the necessary expenses or a corresponding advance payment from the SUPPLIER. If subsequent fulfilment by the SUPPLIER has failed or is unreasonable for GAUDLITZ (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline needs to be set; GAUDLITZ shall inform the SUPPLIER of such circumstances immediately, if possible in advance.
- (6) Unauthorised partial deliveries and incomplete deliveries shall not constitute fulfilment; GAUDLITZ shall be entitled - but not obliged - to reject these and demand complete subsequent delivery.
- (7) The limitation period for GAUDLITZ's claims for defects shall be 36 months from the transfer of risk, unless the law provides for a longer limitation period. The limitation period shall be suspended for the period between the notification of defects by GAUDLITZ and the rectification of the defect.
- (8) Further claims of GAUDLITZ shall remain unaffected.

§ 8 Receiving inspections, acceptance

- (1) GAUDLITZ shall only be obliged to carry out an incoming goods inspection with regard to obvious defects, completeness and identity of the delivered goods. Such defects shall be notified to the SUPPLIER within 10 working days of delivery, other defects within 5 working days of their discovery. Such notification of defects within this period shall be deemed timely. A notification of defects shall in no way lead to a restriction of any rights of GAUDLITZ.
- (2) In the case of services subject to acceptance, there is no obligation to inspect incoming goods.
- (3) Insofar as the SUPPLIER is obliged to provide work services or the parties have agreed on acceptance, GAUDLITZ shall accept the complete and defect-free delivered products within four weeks of receipt of a written acceptance request from the SUPPLIER after delivery, installation and assembly as well as appropriate and sufficient trial operation and fulfilment of all ancillary services of the SUPPLIER, in particular the provision of instruction and training.
- (4) The Services shall not be deemed to have been fulfilled until they have been accepted by GAUDLITZ. Acceptance shall take place formally within the framework of a mutually agreed acceptance date, which requires the presence of both parties.
- (5) The SUPPLIER shall provide the specialised personnel required for acceptance as well as the necessary testing, measuring and other aids free of charge. The SUPPLIER shall provide and dispose of the necessary operating supplies and materials free of charge in agreement with GAUDLITZ. The costs incurred by the parties due to unsuccessful acceptance attempts shall be borne by the SUPPLIER.
- (6) An acceptance report shall be kept of the acceptance tests and signed by both parties in a legally binding manner. This shall also apply in particular to unsuccessful acceptance attempts and agreed rectifications including rectification period.
- (7) GAUDLITZ shall be entitled to demand a trial run for a reasonable period of time. The use of the products after an appropriate and sufficient trial run by the SUPPLIER shall not constitute acceptance if GAUDLITZ reserves the right of acceptance in writing. In particular, the use of the Products shall also not constitute acceptance if the use of the Products takes place out of necessity and GAUDLITZ reserves the right of acceptance in writing.
- (8) Acceptance of the products as well as commissioning and payment shall not constitute a waiver of claims for defects by GAUDLITZ.
- (9) If the service or the delivery may only be operated with the authorisation of an office, an authority or an association (e.g. technical monitoring association, trade supervisory office, employers' liability insurance association), this authorisation shall be an integral part of the acceptance. If the authorisation is not granted or is delayed for reasons for which the SUPPLIER is responsible, the SUPPLIER shall bear all costs incurred by GAUDLITZ as a result.

§ 9 Documents, Confidentiality

- (1) GAUDLITZ reserves the property rights and copyrights to all documents provided within the scope of the business relationship, regardless of their form. The SUPPLIER may only use these for the purposes of the business relationship. They may not be made accessible to third parties without the written consent of the SUPPLIER. After termination of the

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business relationship or as soon as the documents are no longer required, they must be returned without request or destroyed with the consent of GAUDLITZ. This destruction must be confirmed in writing by the Supplier at Gaudlitz's request.

- (2) The SUPPLIER shall be obliged to keep confidential all business, operational or technical matters of which it becomes aware in connection with the business relationship, even beyond the end of the business relationship, unless this information has become generally known or GAUDLITZ has waived confidentiality in writing. These obligations are unlimited in time.
- (3) The SUPPLIER may only refer to the business relationship with the written consent of GAUDLITZ.
- (4) Insofar as a separate confidentiality agreement between the SUPPLIER and the Purchaser applies, its provisions shall take precedence over this Clause 9.

§ 10 Rights of use, withholding tax deduction

- (1) The SUPPLIER shall transfer to GAUDLITZ the exclusive right, unlimited in time, to publish, distribute, reproduce, process and otherwise utilise all ideas, concepts, drafts and designs provided by the SUPPLIER and commissioned by GAUDLITZ. The rights granted above shall extend to all types of utilisation. The granting of rights under this provision expressly includes the right to transfer rights to third parties.
- (2) The above granting of rights shall be settled with the payment of the respective price paid by GAUDLITZ to the SUPPLIER.
- (3) GAUDLITZ shall have the right, if necessary, to withhold any withholding tax for which GAUDLITZ is liable, including any surcharges. Any such withholding tax withheld shall be deemed a payment by GAUDLITZ to the SUPPLIER within the framework of the business relationship. GAUDLITZ shall provide the SUPPLIER with a certificate of the amount withheld and paid within 7 days. Withholding tax shall not be deducted or shall be reduced if the SUPPLIER submits a corresponding exemption certificate from the Federal Central Tax Office to GAUDLITZ with the transmission of the invoice.

§ 11 Product liability and duty to inform

- (1) The SUPPLIER shall indemnify GAUDLITZ against claims by third parties for damages, costs, expenses and other disadvantages resulting from product defects, insofar as the cause lies within his sphere of control and organisation and he himself is liable in relation to third parties.
- (2) Within the scope of this indemnification obligation, he shall also be obliged to reimburse any expenses incurred by GAUDLITZ and to reimburse damages resulting from a product defect or a field measure carried out in connection with a product defect. The field measures include, in particular, product recalls and warnings. GAUDLITZ shall, as far as possible and reasonable, inform the SUPPLIER of the content and scope of such field measures and give him the opportunity to comment within 14 days.
- (3) The SUPPLIER undertakes to maintain product liability insurance with a sum insured of EUR 10,000,000.00 per claim. At the request of the Purchaser, the SUPPLIER shall provide written evidence of the existence of the aforementioned insurance cover.
- (4) Further claims of GAUDLITZ shall remain unaffected.
- (5) Insofar as GAUDLITZ has informed the SUPPLIER of the intended use of the product or service or this intended use is recognisable for the SUPPLIER without explicit reference, the SUPPLIER shall inform GAUDLITZ immediately if the delivery or service of the SUPPLIER does not correspond to this intended use and this is recognisable for the SUPPLIER.
- (6) The SUPPLIER is obliged to inform GAUDLITZ immediately in writing of any changes in the type of composition of the processed material or the constructive design of products or material changes to tools. Any such change is the sole responsibility of the SUPPLIER and requires the prior written consent of GAUDLITZ, unless the changes do not significantly alter the product.
- (7) In particular, the SUPPLIER shall notify us in good time prior to delivery of any changes to production processes, materials or vendor parts for the delivery items, relocation of production sites, changes to procedures or facilities for testing the delivery items or other measures that may affect the quality and/or safety of the delivery items. Changes to the agreed specifications may not be made without our consent. All changes to the delivery items and product-relevant changes in the process chain must be documented in a product life cycle. Among other things, changes to drawings, deviation authorisations, process changes, changes to test

methods and test frequencies, changes to suppliers, vendor parts and operating materials must be documented. The documentation on the product life cycle must be disclosed to us on request. In the case of products that have been approved by EMPB, the products manufactured and delivered as a result must always comply with this quality.

- (8) The SUPPLIER shall ensure that the products do not infringe any third-party property rights. Furthermore, the SUPPLIER shall ensure that the products, packaging and services fulfil all legal requirements applicable in the Federal Republic of Germany.
- (9) As far as the local market for the product is known or recognisable to the SUPPLIER, the SUPPLIER shall ensure that the products and services fulfil the legal requirements applicable to the product there.
- (10) The SUPPLIER guarantees that all services rendered by it comply with the requirements of the relevant legal provisions and the regulations and guidelines of authorities, trade associations and professional organisations and, in particular, that the obligations pursuant to e.g. the REACH or ROHS Regulation are observed.
- (11) The SUPPLIER shall indemnify GAUDLITZ against all claims of third parties which are asserted against GAUDLITZ due to the violation of regulations in accordance with Clauses 11.(8), 11.(9), 11.(10), unless the SUPPLIER is not responsible for the violation of these regulations. GAUDLITZ must be informed immediately in writing of any concerns the SUPPLIER may have about a special execution of the Services requested by GAUDLITZ.

§ 12 Compliance

- (1) The SUPPLIER is obliged to act in accordance with the legal provisions applicable to him, in particular the regulations of data protection, competition law, the obligations under the Minimum Wage Act, the obligations under the Supply Chain Duty of Care Act, the regulations on combating corruption and money laundering.
- (2) If there is a justified suspicion or it is certain that the SUPPLIER has violated the legal provisions applicable to it, GAUDLITZ shall be entitled to withdraw from the contract or to terminate the contract if GAUDLITZ can no longer be reasonably expected to adhere to the contract. Other rights of GAUDLITZ, in particular to compensation for damages, shall remain unaffected.

§ 13 Availability of spare parts

- (1) The SUPPLIER is obliged to supply spare parts for the period of normal technical use, but at least for ten (10) years from the last delivery, under reasonable conditions.
- (2) If the SUPPLIER discontinues the supply of spare parts, GAUDLITZ shall be informed in due time and in writing and given the opportunity to place a final order under reasonable conditions.

§ 14 Force Majeure

- (1) If GAUDLITZ is prevented by force majeure from fulfilling its contractual obligations, in particular from accepting the Products, GAUDLITZ shall be released from its obligation to perform for the duration of the hindrance and a reasonable start-up time, without being obliged to pay compensation to the SUPPLIER. The same shall apply if the fulfilment of GAUDLITZ's obligations is made unreasonably difficult or temporarily impossible due to unforeseeable circumstances for which GAUDLITZ is not responsible, in particular due to industrial action, official measures, energy shortages or significant operational disruptions. This shall also apply if such circumstances occur at a time when GAUDLITZ is in default of acceptance.
- (2) GAUDLITZ shall be entitled to withdraw from the contract if such an obstacle lasts for more than four months and GAUDLITZ no longer has any interest in the fulfilment of the contract as a result of the obstacle. At the request of the SUPPLIER, GAUDLITZ shall declare after expiry of the period whether GAUDLITZ will make use of its right of cancellation or accept the Products within a reasonable period.

§ 15 Liability of GAUDLITZ

- (1) GAUDLITZ shall be liable without limitation for damages resulting from the breach of a guarantee or from injury to life, body or health. The same shall apply to wilful intent and gross negligence. GAUDLITZ shall only be liable for slight negligence if essential obligations are breached which arise from the nature of the contract and which are of particular importance for the fulfilment of the purpose of the contract. In the event of a breach of such obligations, default and impossibility, GAUDLITZ's

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liability shall be limited to such damages as are typically to be expected within the scope of the contract. Mandatory statutory liability for product defects shall remain unaffected.

- (2) Insofar as GAUDLITZ's liability is excluded or limited, this shall also apply to the personal liability of GAUDLITZ's employees, workers, staff, representatives and vicarious agents.

§ 16 Place of jurisdiction, choice of law

- (1) The entire legal relationship between the SUPPLIER and GAUDLITZ shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- (2) For all - contractual and non-contractual - disputes arising from or in connection with contracts to which these General Terms and Conditions of Purchase apply, the competent state courts in Coburg shall have local jurisdiction. However, GAUDLITZ shall also be entitled to bring an action before the state courts at the place of business of the SUPPLIER or other courts having jurisdiction by law.
- (3) GAUDLITZ shall also be entitled to bring an action before an arbitration tribunal in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The arbitration tribunal shall consist of three arbitrators and, in the case of disputes with a value in dispute of less than 5.000,00 Euro of one arbitrator. The place of arbitration shall be Munich, Germany, and the language shall be German.
- (4) If the SUPPLIER has its registered office or legal place of jurisdiction outside a member state of the European Union, the following shall apply in deviation from 16.(2) and 16.(3): All disputes - contractual and non-contractual - arising from or in connection with contracts to which these General Terms and Conditions of Purchase apply shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The arbitration tribunal shall consist of three arbitrators and, in the case of disputes with a value in dispute of less than EUR 5.000,00, of one arbitrator. The place of arbitration shall be Coburg, Germany, and the language shall be German. However, GAUDLITZ shall also be entitled in individual cases to bring an action before the state courts responsible for Coburg or the state courts at the place of business of the SUPPLIER or other courts having jurisdiction by law.

§ 17 Severability clause

- (1) Should any provision of these Terms and Conditions of Purchase or other agreements be or become invalid or unenforceable in whole or in part, or should a loophole be found therein, this shall not affect the validity of the remaining provisions.

Status: 12/2023