

General Terms and Conditions of Purchase (GTCP)

of Bergolin GmbH & Co. KG (Status: 1st of January 2023)

I. Content of the Contract and Conclusion of the Contract

1. These Terms and Conditions of Purchase shall only apply to companies, legal entities under public law or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB) (hereinafter referred to as "Suppliers").
2. These Terms and Conditions of Purchase shall apply exclusively. Any terms and conditions of the supplier conflicting with or deviating from our terms and conditions of purchase shall not become part of the contract unless we have expressly agreed to their validity in writing.
3. These Terms and Conditions of Purchase shall apply to all - including future - orders for goods and services of any kind and their processing by the supplier. This shall also apply if we accept services without reservation in the knowledge of terms and conditions of the supplier that conflict with or deviate from these Terms and Conditions of Purchase.
4. The preparation and submission of offers by the supplier is free of charge for us. The supplier shall be bound by a submitted offer for a period of two weeks from the day following receipt of the offer by us.

II. Order Processing and Delivery

1. Agreed delivery dates and delivery periods are binding and result in the due date of the performance owed by the supplier. Compliance with the delivery date shall depend on the handover of the performance owed at the place of destination. In the absence of any agreement to the contrary, the delivery deadline shall be deemed to have been met if the goods have been made available ready for unloading at the place of destination within the delivery deadline on a working day within our normal operating hours.
2. Deliveries which do not comply with the specifications of the order may be rejected by us and returned to the supplier at the supplier's expense and risk. This shall also apply to excess or short deliveries or partial deliveries to which the supplier is not entitled, unless their acceptance is reasonable for us in the individual case. In the case of orders for raw materials and merchandise, the specifications agreed in each case shall form part of the contract. If no specification has been agreed with regard to certain parameters and if no specification results from earlier orders of the same goods/services, these deliveries/services must have the same quality and parameters as earlier deliveries and/or material samples not objected to by us.
3. The risk of accidental loss or accidental deterioration of the performance - also in the case of "carriage paid" and "free domicile" deliveries - shall remain with the supplier until the goods are handed over at the place of destination.
4. If the supplier retains title to his delivery, his terms and conditions shall apply with the proviso that title shall pass to us upon payment of the goods and that other forms of retention of title (in particular a current account or group retention of title) shall not apply.

5. Each delivery shall be accompanied by a delivery bill in duplicate and a packing slip. Unless otherwise agreed, the supplier shall carry out the shipment and select the most favorable and suitable means of transport for this purpose. Hazardous products (dangerous goods) shall be packed, marked and shipped in accordance with the relevant national and international regulations. In case of non-compliantly packed, marked and shipped dangerous goods, the supplier shall be liable for all resulting damages and costs.

6. We are only obliged to check the delivered and handed over goods on the basis of the accompanying documents for identity and defects as well as for externally recognizable transport damage and to notify the supplier of such defects immediately after their discovery. The supplier undertakes to adapt his outgoing goods inspection to this.

7. Notification of defects shall be deemed to have been made in good time if it is made within 14 days of delivery in the case of obvious defects, transport damage and deviations in identity and quantity and within 14 days of discovery of the defect in the case of all other defects. The timely dispatch of the notification shall suffice.

8. Orders as well as delivery call-offs are to be confirmed or rejected by suppliers as soon as possible, but at the latest within 5 working days, stating a binding delivery date. If no confirmation or rejection is received within 5 working days of the order, the order/delivery call-off shall be deemed accepted.

9. If difficulties arise on the part of the supplier with regard to compliance with the delivery date (e.g. due to difficulties with regard to production, material supply, etc.), the supplier must inform us immediately in writing or text form.

10. If delayed deliveries are accepted by us without reservation, we hereby do not waive any claims for compensation to which we are entitled on account of delayed delivery until the date of full payment of the remuneration owed.

11. The version of INCOTERMS applicable at the time of the respective order shall apply.

12. We shall be entitled to withdraw from the contract with the supplier if an application for the opening of insolvency proceedings has been filed against the supplier's assets, an affidavit has been submitted in accordance with § 807 of the German Code of Civil Procedure (ZPO) or insolvency proceedings have been opened against the supplier's assets or have been rejected for lack of assets.

13. Verbal commitments by representatives or auxiliary persons of the supplier require confirmation by the supplier in writing or text form.

III. Changes to the Contract

Changes to the main performance with regard to quality, quantity, design, weight or other specifications, including the performance and fulfillment modalities, shall be carried out by the supplier upon our written request, unless the change is obviously atypical or obviously unreasonable for the supplier. If our request for a change demonstrably affects the agreed prices or agreed delivery dates, these effects shall be settled by mutual agreement in an appropriate manner.

IV. Prices and Terms of Payment

1. The prices stated in the order are fixed prices and apply DDP Osterholz-Scharmbeck (Incoterms 2020) or another destination named by us.
2. All prices are gross prices in euros (€). The statutory value added tax shall be shown separately in the invoice at the respective statutory rate.
3. The agreed prices shall cover all services which, according to the order, its special conditions and any appendices, other service-related agreements and commercial usage, are part of the contractual services. This includes in particular all packaging, customs clearance, transport and insurance costs as well as disposal costs for packaging material, all other fees and charges (e.g. license fees, fees and charges under public law) as well as costs of delivery, commissioning, acceptance, equipment or material documentation and all other documents, items and services as specified in the order or other contractual documents.
4. The prerequisites for invoices from the supplier are a delivery in accordance with the contract and - in addition to the statutory components (e.g. § 14 para. 4 UStG) - complete and error-free information on the order number, order item, place of delivery, quantity of the delivery items, number of the delivery bill, delivery date and prices. If any of these details are missing or incorrect, we may request a corrected invoice from the supplier. The due date shall then be calculated from the moment of receipt of a corrected invoice issued in accordance with the contract.
5. The supplier shall issue a separate invoice for each order. The invoice must be issued within 3 days after delivery of the service owed at the latest.
6. Unless otherwise agreed in writing, our term of payment for invoices shall be 14 days with a 2% discount or 30 calendar days after delivery and receipt of an invoice issued in accordance with the contract within the meaning of Section 4 above.
7. We reserve the right to choose the method of payment. In the case of payment by check, the timeliness of payment depends on the check being received by the recipient within the payment deadline. If we pay by bank transfer, the bank transfer order must be received by the bank within the payment period. The payment period shall commence upon receipt of the invoice, but not before delivery or acceptance of the works management or performance of services in the case of other services. In the event of defective delivery/service, we shall be entitled to withhold payment pro rata until proper performance.
8. Without our prior written consent, the supplier shall not be entitled to assign its claims against us or to have them collected by third parties. If, contrary to this agreement, the supplier assigns its claim against us to a third party without our consent, the assignment shall nevertheless be effective; we may, however, at our discretion make payment to the supplier or to the third party with discharging effect.
9. We shall be entitled to rights of set-off and retention in accordance with the statutory regulations. The supplier is not entitled to offset against our claims or to assert a right of retention unless his claim is undisputed, recognized by us or legally established or is based on the same contractual relationship.

V. Warranty, Liability for Defects and Limitation Period

1. The supplier is obliged to provide us with the goods free of material defects and defects of title. In particular, he shall guarantee that his deliveries and services comply with the contractually agreed properties and characteristics, the applicable standards and all safety, occupational health and safety, accident prevention and other valid regulations.
2. If the delivered item is defective, the supplier shall, at our request, provide the type of subsequent performance to be determined by us and shall bear all costs and expenses incurred as a result - including removal and installation costs.
3. All expenses referred to in the two preceding clauses shall be borne by the supplier even if they are incurred by our customer.
4. If the defective goods have not yet been machined, processed, fitted or installed, the supplier shall, at our request, be obliged to sort out the defective goods without delay and to provide subsequent performance, the latter at our discretion. If the supplier refuses subsequent performance, if it fails, if it is unreasonable for us or if the supplier does not comply with our request for subsequent performance within a reasonable period of time in the individual case, we shall be entitled to the further defect rights pursuant to § 437 No. 2, No. 3 BGB. Under the same conditions, we shall be entitled to remedy the defect ourselves or have it remedied by third parties at the supplier's expense and risk. If we are obliged to return the goods as a result of the assertion of defect rights, we shall be entitled to return the goods to the supplier at the supplier's risk.
5. If, despite observance of the obligation to inspect, the defect is not detected until after the start of processing or machining, attachment or installation and the supplier is notified thereof, we shall also be entitled to the statutory rights in respect of defects and the right to remedy the defect ourselves in accordance with the preceding clause. In particular, we may demand compensation from the supplier for the costs of removal and installation necessary for the purpose of subsequent performance.
6. Further claims due to the delivery of defective goods from § 437 BGB or directly from the regulations mentioned there remain unaffected.
7. The supplier shall be liable in accordance with the statutory provisions for compensation for the damage we incur directly or indirectly as a result of a defective delivery or as a result of the breach of other main or ancillary contractual obligations or for other reasons attributable to the supplier, unless the supplier is not responsible for the breach of obligation.
8. If claims are asserted against us on the basis of strict liability which cannot be waived against third parties, the supplier shall indemnify us against such claims upon first request and shall be liable to us as if it were directly liable. Section 426 para. 1 sentence 2, para. 2 of the German Civil Code (BGB) shall apply to the compensation of damages between us and the supplier. This shall also apply in the event of a direct claim against the supplier.
9. The supplier undertakes to maintain product liability insurance, including coverage for recall costs, with coverage of at least € 5 million per personal injury, financial loss or property damage. If we are entitled to further claims for damages, these shall remain unaffected.
10. If we wish to make a claim against the supplier in accordance with the above provisions, we shall inform and consult with the supplier immediately and comprehensively. We will give the supplier the

opportunity to investigate the claim and coordinate with him on the measures to be taken, in particular in settlement negotiations.

11. Our claims for defects shall become statute-barred 36 months after delivery of the item. The period begins with the delivery of the owed delivery or service in accordance with the contract. In the case of an item that has been used for a building in accordance with its customary use and has caused its defectiveness, our claims for defects shall become statute-barred after 72 months after delivery of the item. If our claims are based on facts which the supplier knew or of which he could not have been unaware and which he did not disclose to us, our claims for defects shall become statute-barred after 5 years from the end of the year in which the claim arose and we became aware of the circumstances giving rise to the claim and of the person of the debtor or should have become aware of them without gross negligence, but no later than 15 years from the date on which they arose.

12. The supplier hereby assigns to us on account of performance all claims to which it is entitled against its suppliers on account of or in connection with the delivery of defective goods or goods with material defects within the meaning of Section 434 of the German Civil Code (BGB). The supplier undertakes to hand over to us upon first request all documents and information required to assert such claims.

VI. Delay in Delivery

1. In the event of a delay in delivery, we shall be entitled to the relevant statutory claims in full. After unsuccessful expiry of a reasonable period, we shall be entitled to claim damages instead of performance or to withdraw from the contract. In this case, we shall also be entitled to claim the loss of profit and damages from business interruption as damages.

2. The supplier shall be fully responsible for the procurement of the supplies/services required for the delivery even without fault and shall bear the full procurement risk.

3. In the event of a delay in delivery, we shall be entitled to claim 0.2% of the net order value per working day, but not more than a total of 10% of the net order value, as liquidated damages for delay. The assertion of further statutory claims shall remain unaffected. In this case, the supplier shall be free to prove to us that no damage or significantly lower damage has been incurred as a result of the delay.

VII. Quality Management, Quality and Documentation

1. The supplier undertakes to implement effective quality assurance using a quality management system in accordance with DIN EN ISO 9001 in the currently valid version. Sub-suppliers are also to be obligated accordingly for this purpose.

2. We shall be entitled to inspect this quality assurance system or compliance with agreed inspections at any time after a reasonable advance notice period, either ourselves or through authorized third parties, during the working hours applicable at the supplier's premises.

3. The supplier shall provide a certificate of analysis for each delivery - insofar as this is compatible with the type of item delivered. He shall record in his records at what time, in what manner, by which person and with what result the gelled items were tested with regard to the characteristics subject to documentation. The supplier shall keep this documentation for 10 years and submit it to us if required.

4. The supplier shall submit a long-term supplier's declaration at our request.

VIII. Compliance, Business Ethics and Sustainability, Commitment to comply with Legal Regulations, International Treaties and Standards

1. The supplier undertakes to comply with the relevant national and international legal regulations as well as the relevant international treaties and standards. In addition to national laws and regulations, these include the relevant international conventions such as the United Nations Universal Declaration of Human Rights, Guiding Principles on Children's Rights and Child Labor, the United Nations Guiding Principles on Business and Human Rights, the International Labor Organization's Declaration on Fundamental Principles and Rights at Work, the United Nations Global Compact, and the chemical industry's global Responsible Care Program. We expect our suppliers to comply with all relevant laws and regulations as well as the requirements of the standards.

2. The supplier undertakes in particular to comply with the relevant regulations, contracts and standards as well as our corresponding Supplier Code (www.bergolin.de) with regard to the abolition of forced labor, the prohibition of child labor, the payment of fair wages, the observance of fair working hours, the safeguarding of freedom of association, the observance of the prohibition of discrimination, the safeguarding of occupational health and safety, the appropriate handling of conflict minerals as well as the granting of complaint possibilities at company level.

3. In particular, the supplier further undertakes to meet his responsibility towards the environment. In this context, it undertakes to comply with our Supplier Code with regard to appropriate handling of industrial wastewater, emissions, hazardous substances and waste, with regard to reducing the consumption of raw materials and natural resources, and with regard to energy consumption and energy efficiency.

4. With regard to business ethics in the supply chain, the supplier undertakes in particular to comply with the standards and laws of antitrust and competition law, to comply with the standards and laws with regard to data protection, the protection of intellectual property, a zero tolerance policy with regard to the prohibition of bribery, corruption, extortion and embezzlement and also with regard to money laundering in accordance with our Supplier Code. All suppliers must comply with national and international laws and embargoes and, in particular, check whether official approval must be obtained for the export or domestic trade of goods, technologies or services. If necessary, this must be obtained in good time. In addition, each supplier shall observe and implement the relevant laws and standards on the lawful packaging as well as the lawful transport of goods and, in particular, chemical products.

5. We consider compliance with the relevant norms, contracts and standards and our corresponding Supplier Code to be essential for the contractual relationship with our suppliers. Culpable violation entitles us to extraordinary termination of the contractual relationship. We reserve the right to assert further claims in this case.

IX. Export Control

1. The supplier is obliged to inform us if the provided goods/goods (including technology) are covered by export control goods lists according to German, EU or US export control law as well as the national export control law of the country of origin of the goods.

2. If the goods provided constitute "US goods" within the meaning of US export control law (= opening of the scope of application of the EAR and/or ITAR), the supplier shall notify us thereof. In this case, the

supplier undertakes to inform us of the value (usual purchase price or current market price) of the US portion in total, the applicable export control classification and the relevant export list numbers, provided that this information is available to the supplier.

3. The supplier is obliged to inform us immediately of any changes in connection with export control relevant data with regard to the delivered goods/commodities.

X. Confidentiality and Information Security

1. The supplier shall be obliged to keep secret all information which he receives from us on the occasion of the performance of the order or otherwise comes to know and which is marked as confidential or the confidentiality of which results from its significance or nature. He shall use such information exclusively for the purposes for which it was made available to him under the contract and shall not reproduce it or use it in any other way for the own purposes of third parties. Disclosure to third parties" in this sense shall also include disclosure to affiliated companies within the meaning of the German Stock Corporation Act (Aktiengesetz) and to persons or companies involved by the Supplier in the performance of the order.

2. All information, formulations, techniques, methods, models, designs and instruments provided by us as well as any specifications, photographs, drawings, calculations and other documentation (including offers, work results or expert opinions) as well as any other commercial or technical information directly or indirectly relating to the use of the contractual services shall be deemed confidential information. They are and remain our intellectual property and may only be disclosed by the supplier to third parties with our express written consent.

3. Subcontractors are to be obligated accordingly by the supplier.

XI. Force Majeure

Force majeure, labor disputes, riots, official measures or other unforeseeable, unavoidable and serious events shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect. The contracting parties are obliged to provide each other with all necessary and reasonable information without delay and to adapt their contractual obligations to the changed circumstances in good faith.

XII. Place of Performance and Jurisdiction

1. The place of performance for all services rendered by the supplier is our place of business, unless otherwise stated in the order. The place of performance for our payments shall also be our place of business.

2. The exclusive place of jurisdiction is at the location of our registered office, unless the law prescribes a mandatory other place of jurisdiction.

3. We are entitled to assert claims at the court of the supplier's registered office.

XIII. Final Regulations

1. The law of the Federal Republic of Germany shall apply exclusively, unless the contracting parties agree otherwise in writing. In particular, the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11.04.1980 is excluded.

2. Should any provision of these Terms and Conditions of Purchase and the further agreements made be or become invalid, this shall not affect the validity of the remainder of the contract. The contracting parties shall then be obliged to negotiate a provision replacing the invalid provision in accordance with the principles of good faith.