

## General Terms and Conditions of Purchase INTERNORM Kunststofftechnik GmbH

### 1. General, area of application

- 1.1 The following Terms and Conditions of Purchase shall apply to all business relations existing between INTERNORM Kunststofftechnik GmbH and the supplier with regard to the delivery of goods and services.
- 1.2 These Terms and Conditions of Purchase apply exclusively; we do not recognise any terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept the supplier's delivery without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.
- 1.3 These Terms and Conditions of Purchase shall only apply to entrepreneurs and legal entities within the meaning of § 310 BGB (German Civil Code).
- 1.4 These Terms and Conditions of Purchase shall also apply in their respective version as a framework agreement for all future transactions of the same kind with the supplier, without us having to refer to them again in each individual case; in this case we shall inform the supplier immediately of any changes.

### 2. Order confirmation, conclusion of contract, offer documents

- 2.1 Only our written orders are binding. We may cancel the order if the supplier does not confirm it in writing (order confirmation) within two weeks (or another period specified in the order).
- 2.2 Deviations of the order confirmation from the order, verbal agreements before, during or after conclusion of the contract and deviations from these Terms and Conditions of Purchase require our written consent and confirmation in order to be effective.
- 2.3 We reserve all property rights and copyrights to drawings, descriptions, calculations and other technical documents relating to the object of purchase or its manufacture which are made available to the supplier before or after conclusion of the contract. The documents shall be used exclusively for production on the basis of the purchase order and may not be used or reproduced for any other purpose without our consent. They may not be made accessible or disclosed to third parties without our prior written consent. If the supplier does not accept our offer within the period specified in section 2.1, these documents must be returned to us without being requested to do so. This shall also apply after processing of the purchase order.
- 2.4 We shall only remunerate offers, plans, drafts and the like if expressly agreed in writing.

### 3. Transfer of ownership, templates, samples, provision of materials

- 3.1 Templates, samples, tools, materials and similar items provided by us (hereinafter also referred to in their entirety as "parts") shall remain our property and may not be passed on to third parties or used or reproduced for purposes other than those agreed without our written consent. The supplier shall mark the templates, samples, tools, material and the like as our property and store them carefully. The supplier undertakes to fully insure the parts provided by us against fire, water damage and theft at its own expense and to assign the claims arising from these insurances to us. They must be secured at their own expense to a reasonable extent against damage of any kind, for example against unauthorised use and inspection, and, like the information provided to us, must be treated as strictly confidential. The supplier shall carry out any necessary maintenance and servicing work on the parts provided in good time and at its own expense. The supplier shall notify us immediately of any damage that is not merely insignificant; if he culpably fails to do so, claims for damages shall remain unaffected. At our request, the supplier shall be obliged at any time to return the templates, samples, tools, material and similar items to us immediately in proper condition if they are no longer required by the supplier to fulfil the contractual purpose.

- 3.2 If the parts provided are remodelled by the supplier or processed with other items not owned by us, we shall acquire co-ownership of the newly created item in proportion to the value of the parts provided by us at the time of processing. The same shall apply if a part provided by us is inseparably mixed with other items not belonging to us. If, after mixing, the supplier's item is to be regarded as the main item, the supplier undertakes to transfer proportional co-ownership to us. The supplier shall safeguard our sole ownership and/or co-ownership for us.
- 3.3 Ownership of templates, samples, tools, material and the like, which the supplier produces as agreed, shall pass to us, including all rights of use, upon payment of the agreed remuneration.
- 3.4 The supplier undertakes not to observe, examine, dismantle or test the templates, samples, tools, materials and the like provided by us with the aim of obtaining our business secrets.

#### **4. Delivery time, contractual penalties for non-performance, procurement risk**

- 4.1 The agreed delivery dates and quantities are binding and must be adhered to.
- 4.2 Partial deliveries are only permitted after prior agreement with us.
- 4.3 The timeliness of deliveries or services shall be determined by their receipt at the place of receipt or unloading specified in the order; in the case of contracts for work, deliveries with assembly and services, by their acceptance. As soon as the supplier recognises that there may be delays in delivery, performance or subsequent fulfilment, the supplier must inform us of this immediately, without prejudice to our claims. The notification shall also include the reason for and the expected duration of the delay in delivery. Notification of a possible delay in delivery shall not affect the binding nature of the agreed delivery date. Regardless of fault, the supplier shall bear the unlimited procurement risk with regard to the services required for the delivery (full assumption of the procurement risk).
- 4.4 If the delivery date is exceeded for reasons for which the supplier is responsible, we shall be entitled to demand a contractual penalty of 0.2% for each working day or part thereof that the delivery date is exceeded, up to a maximum total of 5% of the order value, unless the supplier can prove to us that less damage or no damage at all has been incurred; our further concrete claims (compensation for damages and cancellation) - albeit taking into account the contractual penalty - shall remain unaffected. If the reservation of the contractual penalty is omitted when accepting deliveries, services or subsequent fulfilment, the contractual penalty can nevertheless be asserted until the final invoice.
- 4.5 If the delivery date is exceeded due to force majeure or if acceptance/acceptance of the delivery is prevented, we may, at our discretion, withdraw from the contract in whole or in part or extend the delivery date after unsuccessfully setting a deadline, without the supplier being entitled to claims for damages, etc. in these cases.

#### **5. Place of receipt, dispatch, transfer of risk, invoices**

- 5.1 In the case of contracts for work, deliveries with assembly and services, the risk shall pass to us upon acceptance, in the case of other deliveries upon receipt at the place of receipt or unloading specified in the order; unless otherwise agreed, delivery "delivery duty paid" (= DDP, Incoterm 2020) to the place of receipt or unloading (as specified in the order), including packaging, shall be deemed agreed.
- 5.2 At the same time as loading, the supplier shall send us a dispatch note (dispatch notification) for each order (or, if this is called off in several partial deliveries, for each call-off) by e-mail (to our clerk named in the order as the addressee), in which, among other things, the framework agreement number, order number, article number, call-off number, quantity actually delivered and time of delivery are stated.
- 5.3 The delivery must be accompanied by a delivery note, the necessary material certificates and, if applicable, the complete documentation owed under the contract.
- 5.4 Invoices are to be sent quoting our order reference number, the framework agreement number, the order number, the article number and the numbers of the individual items and are only due for payment if this information is complete.

## **6. Prices, payments, rights of retention**

- 6.1 The price stated by us in the order is binding. Unless otherwise agreed in writing, packaging and transport costs as well as the associated additional costs shall be included in the price.
- 6.2 The statutory value added tax shall be stated separately.
- 6.3 Unless otherwise agreed, invoices shall be paid with a 3% discount within 14 days or net cash within 30 days of receipt of the invoice and goods/services. The payment period shall commence as soon as the delivery or service has been provided in full and a correct, complete invoice is available. If the delivery is received later than the invoice or if the invoice is incomplete, the date of receipt of the delivery or the date of receipt of the complete invoice shall be decisive for calculating the discount period. Payment shall be deemed to have been made when the payment instructions are issued. We shall only be in default if we fail to pay in response to a reminder issued by the supplier after the due date and no defences or objections exist.
- 6.4 Payments shall not be deemed to be an acknowledgement that the delivery or service is in accordance with the contract and shall be made subject to invoice verification.
- 6.5 The supplier shall only be entitled to rights of set-off and retention if its counterclaims have been legally established, are undisputed or have been recognised by us or if a counterperformance resulting from the contractual relationship is affected, in particular in the case of a counterclaim which has arisen from a claim in kind which entitles the supplier to refuse performance. The supplier is only authorised to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.
- 6.6 Without our written consent, the supplier is not authorised to assign claims arising from the contractual relationship or to have them collected by third parties.

## **7. Quality, occupational safety, environmental protection and documentation**

- 7.1 The supplier shall comply with the currently recognised rules of technology, the safety and environmental regulations and the agreed technical data for its services. Changes to the delivery item require our prior written consent. The supplier must set up and provide evidence of a management system in accordance with the recognised rules (e.g. DIN EN ISO 9000 ff, DIN EN ISO 45001, SCC, SCP or similar). In addition, the supplier must comply with the recognised rules of technology, the applicable statutory and official regulations and our operational rules and regulations. In particular, the supplier must observe the rules and regulations of the employers' liability insurance association, the "Principles of Prevention" ("Deutsche Gesetzliche Unfallversicherung", German Social Accident Insurance Association, Regulation 1) and the generally recognised safety and occupational health rules. The supplier must comply with the contents of the Occupational Health and Safety Act, the Industrial Safety Ordinance and the Supply Chain Act. This includes, in particular, the preparation of risk assessments for the risks within the supply chain, the activities to be carried out and the work equipment used.
- 7.2 We reserve the right to convince ourselves of the effectiveness of the established quality management systems through product, process or system audits on site. Changes to the specified product features or the manufacturing process affecting them must be notified to us or agreed with us.
- 7.3 The supplier must constantly check the quality of the delivery items. The contractual partners will inform each other about the possibilities for improving the quality of the system, processes and products.
- 7.4 If the type and scope of the tests as well as the test equipment and methods have not been firmly agreed between the supplier and us, we are prepared, at the supplier's request, to discuss the tests with the supplier within the scope of his knowledge and experience.
- 7.5 In the case of features specially labelled in the technical documents, the supplier must also keep special records of when, how and by whom the delivery items were tested with regard to these features and what the results of these tests were. The supplier must ensure compliance with the required specifications on an ongoing basis by means of suitable measures (e.g. product tests, process safeguards, etc.). The supplier is responsible for determining the product and process characteristics to

be monitored, the safety measures, the test equipment and test methods and the associated quality certificates. The supplier must comply with any specifications made by us (e.g. regarding characteristics, safety measures, test equipment and test methods).

- 7.6 At our request, the supplier shall enclose with the deliveries appropriate quality certificates confirming compliance with the required specification.
- 7.7 Traceability with regard to the material used and the manufacturing process for the specially labelled features must be ensured by means of suitable labelling.
- 7.8 The audit documents must be kept for ten years and submitted to us if required. This applies in particular to features requiring documentation in order to fulfil the applicable legal requirements. The supplier must oblige upstream suppliers to the same extent within the scope of the legal possibilities.

## **8. Product liability, insurance protection**

- 8.1 If the supplier is responsible for product damage, he shall indemnify us against third-party claims to the extent that the cause lies within his sphere of control and organisation.
- 8.2 Within the scope of its indemnification obligation, the supplier shall reimburse expenses pursuant to §§ Section 683, 670 BGB (German Civil Code) arising from or in connection with claims asserted by third parties, including recall actions carried out by us. We will inform the supplier about the content and scope of recall measures - as far as possible and reasonable - and give him the opportunity to comment. Further legal claims on our part remain unaffected.
- 8.3 The supplier shall maintain product liability insurance with a sum insured of at least EUR 5 million per personal injury/property damage or provide evidence of the existence of such insurance at our request. Further claims for damages on our part remain unaffected by this.

## **9. Receiving inspection, liability for defects**

- 9.1 § Section 377 of the German Commercial Code (HGB) shall apply in such a way that we must give notice of externally recognisable defects or transport damage within 10 working days of delivery and of hidden defects within 10 working days of discovery. If the goods are forwarded or redirected, the start of the inspection shall be deemed postponed until arrival at the new destination. The costs for justified returns, replacement deliveries and repairs shall be borne by the supplier.
- 9.2 The supplier guarantees that the goods to be delivered comply with German and EU law as well as all statutory provisions applicable at the place of delivery for the protection of life, health and safety, insofar as applicable in each case.
- 9.3 We are fully entitled to the statutory warranty claims against the supplier. In the event of imminent danger or in the event of particular urgency, we shall be entitled to remedy the defects for which the supplier is responsible ourselves, have them remedied or procure a replacement at the supplier's expense. In any case, the supplier must be informed by us of the defect and the claim for damages threatening him within 10 working days after discovery of the defect.
- 9.4 The limitation period for our claims for defects according to § 437 No. 1 and 3 BGB (German Civil Code) is three years, in deviation from § 438 Para. 1 No. 3 BGB (German Civil Code); otherwise the statutory limitation periods and regulations apply.
- 9.5 We choose the type of subsequent fulfilment; the right of the supplier according to § 439 para. 4 BGB (German Civil Code) remains unaffected.
- 9.6 If the supplier has assumed a guarantee and if the item or service is defective in breach of this guarantee, the supplier shall always be liable for damages regardless of fault. If the item is defective without the supplier having assumed a guarantee for this, he can exonerate himself from our claim for damages or reimbursement of futile expenses, but only if he proves (1) that the non-fulfilment of his obligations is due to an impediment beyond his control and (2) that he could not reasonably have been expected to take the impediment into account when concluding the contract or to avoid or overcome the

impediment or its consequences. If the supplier made use of a third party, he can only exonerate himself if he himself and this third party would be exempt under these aforementioned conditions.

9.7 If the delivery or service is defective, the exercise of our rights due to the defects does not require the setting of a deadline, in particular if the supplier delivered after the occurrence of the delay or if we have a special interest in the immediate exercise of our rights in order to avoid our own delay vis-à-vis our customers or other urgency. If the supplier makes a completely or substantially new delivery within the scope of subsequent fulfilment or rectifies defects to this extent, the limitation periods for claims for defects shall begin to run anew.

9.8 The supplier undertakes to use only such persons for the execution of our orders who have the necessary official authorisations and further undertakes to indemnify us against all claims in the event of a breach.

## **10. Third-party property rights, compliance with legal provisions**

10.1 The supplier guarantees that no patents or other industrial property rights of third parties in Germany or abroad are infringed by his delivery/service and its utilisation. If the delivery or service provided by the supplier infringes the property rights of third parties, the supplier shall indemnify us against claims of the rights holders if the supplier is responsible for this.

10.2 If the utilisation of the delivery/service is impaired by existing industrial property rights of third parties, the supplier shall either acquire the corresponding authorisation at its own expense or modify or replace the affected parts of the delivery/service in such a way that the utilisation no longer conflicts with the industrial property rights of third parties and at the same time complies with the contractual agreements.

## **11. Confidentiality**

11.1 The supplier is obliged to keep confidential all information provided by us within the scope of the order relationship and to use this information exclusively for the purposes of the respective order processing. The supplier may not disclose or make this information accessible to third parties, with the exception of disclosure to employees, authorised representatives and consultants who are involved in the processes and who absolutely need the confidential information for their work. The supplier guarantees and vouches for the fact that this agreement will also be observed by these persons; he will oblige them to the same extent.

11.2 Confidential information within the meaning of these order conditions is all information, notes, documents, data carriers, drawings, samples and other documents, irrespective of whether they are transmitted verbally, in writing, electronically or in any other way, which the supplier receives with regard to the business relationship with us and its initiation as well as the respective order processing, as well as all written or other information, documents and records containing information on basic principles, working methods, production, new developments, improvements, ideas, objectives, customer data and other details and information from and about us. Confidential information also includes information about the business relationship between the parties, its scope and its specific organisation.

11.3 The non-disclosure agreement does NOT apply to information that

a. at the time of disclosure

- are generally known;
- are published;
- are part of the general expertise;
- are state of the art;
- are individually known to the supplier. The supplier shall inform us in writing of such prior individual knowledge;

b. according to the time of disclosure

- become generally known without any action on the part of the supplier in breach of the confidentiality agreement;

- are made known to the Supplier individually by third parties without these third parties breaching an obligation of confidentiality of the confidential information;
- are recognised or developed by the supplier independently of the confidential information;
- be made public by us in writing;
- must be disclosed in accordance with mandatory statutory provisions.

11.4 In the event that the supplier should be legally obliged to disclose confidential information to third parties, he shall notify us of this in advance, immediately after he himself has become aware of this obligation. The Supplier shall only disclose or publish to third parties that part of the confidential information which the Supplier is obliged to disclose or publish in accordance with the relevant legal provisions.

11.5 Documents and other records containing confidential information that are handed over to the supplier must be returned upon first request. This also applies to copies of all kinds. Documents created or further processed by the supplier containing such confidential information must be destroyed on request and the completeness of the return and destruction must be confirmed in writing.

11.6 The confidentiality obligation shall continue to apply after termination of the co-operation or the order as long as the information received has not become public knowledge through no fault of the Supplier, its employees, consultants or other persons commissioned by the Supplier in any way, for which the Supplier shall bear the burden of proof.

11.7 For each case of culpable breach of the above confidentiality obligations, the supplier undertakes to pay a contractual penalty to be determined by us at our reasonable discretion and, in the event of a dispute, to be reviewed by the competent court. The assertion of further damages, but with full offsetting of the contractual penalty, remains unaffected.

## **12. Choice of law, place of jurisdiction, place of fulfilment, language**

12.1 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

12.2 The exclusive place of jurisdiction for all disputes with merchants is 49401 Damme, Germany. However, we are also entitled to sue the supplier at his place of residence and/or business.

12.3 Order confirmation, despatch advice, delivery note, invoice and other documents to be provided by the supplier must be sent in German, unless otherwise agreed.