

General Terms and Conditions of Purchase

Banovex GmbH & Co. KG

§ 1 Applicability

- (1) Our deliveries, services and offers are made exclusively on the basis of these General Terms and Conditions of Purchase. These are an integral part of all contracts that we conclude with our suppliers, contractors and contractual partners from whom we make our purchases (hereinafter referred to as "Supplier").
- (2) Deviating terms and conditions of the supplier or third parties shall not apply if and to the extent that we do not expressly acknowledge them in writing. Our silence with regard to such deviating terms and conditions shall in particular not be deemed as acknowledgement or consent, also not in the case of future contracts. Even if we refer to a letter which contains or refers to the terms and conditions of the supplier or a third party, this does not constitute an agreement to the validity of those terms and conditions. The exclusion of the supplier's general terms and conditions shall also apply if these do not contain a separate provision on individual points of regulation.
- (3) The contract language is exclusively German.
- (4) These Terms and Conditions of Purchase shall apply exclusively to entrepreneurs within the meaning of § 14 of the German Civil Code (BGB)

§ 2 Offer and conclusion of contract, subject matter

- (1) All offers made by the supplier shall be binding on us for a period of 3 months, unless a longer binding period has been agreed in individual cases.
- (2) Insofar as we place an order, the supplier shall confirm acceptance and the conclusion of the contract to us in text form within 5 days. A delayed acceptance shall be deemed a new offer and requires acceptance by us.
- (3) Our orders or declarations of acceptance are only effective if they are made at least in text form. Verbal ancillary agreements to the order are only binding if we confirm them at least in text form. This also applies to subsequent changes and additions.
- (4) If the supplier has a permanent business relationship with us, it shall be obliged to inform us immediately in writing if it intends to change products or processes with regard to products purchased from us.
- (5) Any orders or changes made by us shall be checked for technical feasibility and shall not release the supplier from its obligation to guarantee the correctness of the dimensions, design, calculation and function of the delivery item.

§ 3 Commissioning of third parties

- (1) Insofar as the supplier wishes to commission third parties (hereinafter referred to as "subcontractors") with the provision of the service or a partial service, this shall require our prior

consent at least in text form; this shall also apply to the commissioning of forwarding agents. We may not unreasonably refuse consent, but we have the right to reject the subcontractor selected by the supplier, stating the reason. This applies accordingly to the change or the involvement of further subcontractors.

- (2) The supplier undertakes to notify us in writing of planned subcontracting with the submission of the offer, at the earliest possible time. The supplier shall impose on the subcontractor with regard to the tasks it has assumed and ensure compliance with all obligations which it has assumed vis-à-vis us. The supplier shall also ensure that all statutory provisions are also complied with by the subcontractor commissioned by it.
- (3) A breach entitles us to withdraw from the contract in whole or in part and to claim damages.

§ 4 Prices and payment

- (1) All prices listed in the contract are deemed to be fixed prices which may not be increased by the supplier without our consent. Subsequent claims and price increases are excluded. The price includes all services and ancillary services of the contractor (e.g. assembly, installation).
- (2) The prices are DDP (Kempten) according to Incoterms 2020 plus statutory VAT. The risk of increases in freight rates after conclusion of the contract shall be borne by the supplier.
- (3) Settlement shall be made in euros. If costs are incurred in other currencies, the supplier shall in principle bear the risk of an increase in the costs due to a deterioration in the exchange rate between the time of calculation and the actual payment of costs which are invoiced by third parties in foreign currency as agreed. In the case of transfers abroad, the supplier shall always bear the bank charges incurred.
- (4) Invoices shall contain our order data (number and date), the exact designation of the delivery goods (together with quantity/possibly weight) and the delivery date.
- (5) Upon delivery, but no later than two weeks after delivery has been made, the supplier shall issue an invoice that meets all relevant legal and fiscal requirements. The supplier shall send us the invoice as an electronic invoice pursuant to § 14 para. 1, p. 7, 8 UStG via e-mail.
- (6) Payments shall be made within 30 calendar days of complete delivery or performance (including any acceptance to be made) or receipt of invoice, whichever is later. Payment shall be made subject to the determination of the completeness of the delivery/service. In the case of agreed partial services, payment shall only be due with the last delivery.
- (7) In the case of bank transfer, payment shall be deemed to have been made on time if our transfer order is received by our bank before the expiry of the payment deadline; we shall not be liable for any delays caused by the banks involved in the payment process.
- (8) We are entitled to deduct a discount of 3% for payment within 14 days.
- (9) If we are in default with a payment, the supplier shall first set us a grace period of 2 weeks. After expiry of this period, the supplier shall be entitled to demand interest on arrears at the statutory interest rate.
- (10) If there are several outstanding invoices, payments shall always be credited first to the oldest outstanding receivable. If we have to pay interest and costs in addition to the outstanding debt, payments shall first be credited against the outstanding debt, then against the costs and finally against the interest.

- (11) We shall be entitled to rights of set-off and retention to the extent provided by law. The supplier's rights of set-off and retention shall only apply insofar as these are undisputed or have been legally established. We are entitled to reduce invoice amounts by the value of returned goods and any expenses and claims for damages.
- (12) Agreed down payments can be made dependent on the presentation of a directly enforceable guarantee on first demand by a third party recognised by us as having a good credit standing. The third party must guarantee the return of the down payment in the event of non-performance or performance not in accordance with the contract. The costs for the provision of guarantees shall be borne by the supplier.
- (13) The supplier is not entitled to make price adjustments to existing supply contracts unless we agree to this price adjustment in writing.
- (14) Remuneration for performances, presentations, negotiations, cost estimates and/or for the preparation of offers and projects shall not be owed unless previously agreed in writing.

§ 5 Delivery, transfer of risk

- (1) Delivery shall be made DDP (Kempten) in accordance with Incoterms 2020.
- (2) Our place of business is also the place of performance for the delivery and any subsequent performance (obligation to deliver).
- (3) Each dispatch shall be preceded by a dispatch note which must show our order data (date and number), a precise description of the type, quantity and - if customary in the trade - weight of the delivery goods. Partial and residual deliveries shall be designated as such in the accompanying and shipping documents.
- (4) The delivery shall be accompanied by a delivery note stating the date of dispatch and delivery, the contents of the delivery (type and quantity) and our order data (date and number). If the delivery note is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment.
- (5) The deliveries shall be insured by the supplier at the supplier's expense against transport damage, incorrect loading or unloading and theft. Unless expressly agreed otherwise, we shall determine the appropriate mode of dispatch and the transport company at our reasonable discretion.
- (6) The supplier shall pack, mark and dispatch the goods in accordance with the relevant practices of a prudent businessman in such a way that damage during transport is avoided and efficient unloading, clearance and storage of the goods is possible. All goods shall be clearly marked as being intended for Banovex GmbH & Co. KG shall be clearly marked as being intended for Bahadir Innovation Thermoplast GmbH & Co. The supplier shall be liable for loss and all damage attributable to inadequate storage, packaging and handling. Packaging materials shall only be used to the extent necessary to achieve the purpose. The supplier's takeback obligations, also with regard to transport and product packaging, shall be governed by the statutory provisions. The supplier assures that all packaging is licensed and registered with an appropriate system provider in accordance with the law and that the levies for this are paid in full and properly.
- (7) The supplier shall provide suitable means of transport (e.g. Euro pallets, H1 plastic pallets, (transport) boxes of any kind, harvest boxes, crates and containers, shipper boxes). In the case of domestic deliveries, the supplier shall, at our request, collect the means of transport and packaging

material from our place of business or have them collected by subcontractors. Insofar as these are subject to a charge, the supplier shall reimburse the costs after proper return.

- (8) The supplier shall bear the risk of loss or damage until the actual handover of the goods in accordance with the contract, even if the delivered goods are collected by us. Insofar as an acceptance has been agreed, this shall be decisive for the transfer of risk. Otherwise, the statutory provisions of the law on contracts for work and services shall apply accordingly in the event of an acceptance.

§ 6 Delivery time, delay in delivery

- (1) Compliance with the time of performance is essential for the purpose of the contract. All dates of this contract are binding. If a delivery time has not been agreed or specified in the order, delivery shall be made as soon as possible after conclusion of the contract.
- (2) In the case of deliveries of goods, the handover of the defect-free goods during our normal business hours at our place of business shall be decisive for compliance with the delivery date. Early deliveries/services or partial deliveries/services require our prior consent, whereby an early payment due date does not occur.
- (3) The supplier may only invoke the absence of necessary documents to be supplied by us if he does not provide these documents required from us if he has not received these documents within an appropriate within a reasonable period of time.
- (4) Signing the delivery note does not imply acceptance of the delivered goods as being in accordance with the contract.
- (5) The supplier shall be obliged to inform us immediately in writing, stating the reason for the delay as well as the expected duration of the delay, if circumstances occur or become apparent to it which indicate that the agreed delivery time cannot be met. Otherwise, it may not invoke such circumstances at a later date. Acceptance of a delayed (partial) delivery/service shall in no case constitute a waiver of claims due to delayed (partial) delivery/service on our part. The objection of a lack of self-delivery is irrelevant for the occurrence of a delay in delivery.
- (6) In the event that the Supplier is prevented from performing its obligations under the Contract due to an event of force majeure and can prove the existence of such an event by sufficient evidence, the performance of such obligations shall be suspended as long as the event of force majeure exists. A Force Majeure Event is an unforeseeable event beyond the Supplier's control. An event of force majeure shall not be an impediment to operation on the part of the Supplier (lack of personnel, production materials or resources, strike, breach of contract on the part of third parties commissioned by the Supplier or financial problems of the Supplier, damage to machinery, lack of official permits, accidents, impairment of the IT system).
- (7) The supplier shall in any case use its best endeavours, insofar as this is possible for it, to eliminate the disruptions - which hinder execution - in accordance with para. 5 or para. 6. If the supplier is unable to execute the delivery for a continuous period of 2 months due to such events, we may withdraw from the contract in whole or in part. The supplier shall immediately notify us of the occurrence and termination of such events and, at our request, provide evidence thereof within 7 days. Failure to notify us in good time of events of force majeure shall entitle us to refuse acceptance. These regulations also apply to us in the reverse case.

- (8) We shall have the right to terminate the contract with immediate effect vis-à-vis the supplier by written notice to the supplier if the circumstances giving rise to the force majeure last longer than 30 days. Otherwise, the delivery or service deadlines shall be extended or postponed by the period of the hindrance. The supplier shall, however, be obliged to reimburse us for any damage caused by the events referred to in sentence 1, insofar as the supplier is responsible for such damage.
- (9) In the event of culpable delay in delivery by the supplier, we shall be entitled to demand a contractual penalty of 0.5% of the delivery value of the net price of the goods delivered late per day or part thereof, but in total not more than 5% of the goods delivered late, beginning with the agreed delivery deadline or - in the absence of a delivery deadline - with the notification that the goods are ready for acceptance. We shall be entitled to claim the contractual penalty in addition to performance and as a minimum amount of damages owed by the supplier under the statutory provisions. We reserve the right to assert further statutory claims. The acceptance of a delayed delivery or service does not imply a waiver of claims for compensation.
- (10) If delivery is impossible due to a circumstance for which the supplier is responsible or if the supplier is in default of acceptance, the supplier shall bear the costs of a further delivery.

§ 7 Retention of title

The transfer of ownership of the goods to us shall be unconditional and without regard to the payment of the price. If, however, we accept an offer of transfer of title by the supplier conditional on payment of the purchase price in an individual case, the supplier's retention of title shall expire at the latest upon payment of the purchase price for the goods delivered. We shall remain authorised to resell the goods in the ordinary course of business even before payment of the purchase price with advance assignment of the claim arising therefrom (alternatively validity of the simple reservation of title extended to the resale). This excludes all other forms of retention of title, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing.

§ 8 Defect rights

- (1) The statutory provisions shall apply to material defects and defects of title of the goods (including incorrect and short delivery as well as improper assembly, defective assembly, operating or operating instructions) and in the event of other breaches of duty by the supplier, insofar as no supplements, clarifications or special provisions are made below.
- (2) In accordance with the statutory provisions, the supplier shall be liable in particular for ensuring that the goods have the agreed quality when the risk passes to us. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject matter of the respective contract or were included in the contract in the same way as these terms and conditions shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, from the supplier or from the manufacturer.
- (3) If the supplier has to deliver according to existing standards in compliance with precise or tolerance-based chemical or physical values (value limits) or according to drawings, compliance with these shall always be deemed to be contractually guaranteed; the same shall apply if the existence of a quality mark (e.g. VDE, RAL or foreign test marks equivalent to these) was agreed for

the delivery item/pre-product with regard to those qualification, functional and safety features which the quality test leading to the award of the quality mark is intended to ensure.

- (4) Acceptance, inspection, examination or payment of the goods by us shall not be deemed to constitute approval of the goods. It does not release the supplier from its obligations, promises and warranties.
- (5) In the case of the delivery of goods which we are obliged to inspect in accordance with § 377 of the German Commercial Code (HGB), the period for inspection and notification of an obvious defect in the goods shall be two weeks from acceptance of the delivery. The period for giving notice of hidden defects is two weeks from the discovery of the defect. Detected defects shall be documented in text form.
- (6) We shall inspect the delivered goods to the extent customary in the trade without having any functional problems or defects inspected that can only be detected after commissioning or use of the material. We are not obliged to carry out chemical analyses, physical tests or applicationspecific tests within the scope of the incoming goods inspection. If, in the context of larger delivery quantities, it is determined after carrying out a random sample that part of the delivery is not in conformity with the contract, we can refuse acceptance of the entire batch of goods without further inspection and have it returned; alternatively, we can also carry out an inspection of the entire delivery and refuse acceptance of all or certain items that are not in conformity with the contract and return them to the supplier, charging the costs for the inspection (or accept them at a reduced price).
- (7) We shall be entitled to the statutory claims for defects in full. In particular, we shall be entitled to demand from the supplier, at our discretion and taking into account the supplier's operational concerns, that the defect be remedied (rectification) or that a defect-free item be delivered (replacement delivery) within a reasonable period of time set by us. We expressly reserve the right to claim damages, including damages in lieu of performance, for each degree of fault in the full amount in accordance with the statutory provisions. If the supplier does not fulfil his obligation of subsequent performance, we may remedy the defect ourselves and demand compensation from the supplier for the expenses required for this or a corresponding advance payment. If the subsequent performance by the supplier has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the supplier of this immediately, if possible in advance.
- (8) The supplier shall bear the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, removal and installation costs. He shall also reimburse us for all costs and expenses (in particular inspection, installation, dismantling, handling and storage costs) arising from the exercise of the defect rights. Sentences 1 and 2 shall also apply if it turns out that there was actually no defect. This shall not affect any liability for damages on our part due to an unjustified request to remedy a defect; in this respect, however, we shall only be liable if we recognised or were grossly negligent in not recognising that there was no defect. We may also demand reimbursement of costs incurred in connection with investigations if we are forced by the above-average occurrence of defects to carry out an incoming goods inspection going beyond the usual random checks. In the event of defects which only become apparent when the goods or works are processed by us or only when they are used, we shall be entitled to demand reimbursement of costs incurred to no avail. Other claims shall remain unaffected.

- (9) The period of limitation for claims for defects is 3 years; in the event of longer statutory periods of limitation, these shall apply. It begins with the transfer of risk. In the event of rectification of defects or replacement delivery within the warranty period, the warranty period for repaired or replaced goods shall be 24 months from delivery, but shall run at least until the expiry of the original warranty period.
- (10) Insofar as we sell directly or via intermediaries to consumers, it shall be presumed in the case of claims by the consumer for defects asserted against the supplier within the first 18 months after handover that the defect in the delivery item already existed at the time of the transfer of risk.
- (11) The supplier shall, even if it is an intermediary, be liable for the supplies or services procured by it as for its own supplies or services; this shall apply in particular with regard to defects.

§ 9 Supplier recourse, advertising statements

- (1) We shall be entitled to our legally determined recourse claims within a supply chain (supplier recourse pursuant to §§ 445a, 445b, 478 or §§ 445c, 327 para. 5, 327u BGB) without limitation in addition to the claims for defects specified in § 8.
- (2) Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant to §§ 478 para. 2, 445a para. 1, 439 para. 2 and 3 BGB), we shall notify the supplier and request a written statement, briefly explaining the facts. If the statement is not made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed by our supplier; in this case, the supplier shall be responsible for proving the contrary.
- (3) The supplier shall indemnify us against all claims of our customer asserted by the customer on the basis of advertising statements made by the supplier, the supplier's upstream supplier (as manufacturer within the meaning of Section 4 (1) or (2) of the Product Liability Act) or an assistant of the supplier/upstream supplier, insofar as such claims of the customer would not exist or would not exist in the type or amount without the advertising statement. This provision shall apply irrespective of whether the advertising statement is made before or after acceptance of our order.
- (4) For a period of five years after delivery, the supplier shall indemnify us against all claims under a right of recourse of our customer which the customer asserts against us pursuant to § 445a of the German Civil Code (BGB), insofar as such a claim is based on a material defect or defect of title of the item delivered by the supplier. The statutory provisions shall apply in the case of defects of title in delivered goods.
- (5) Our claims from supplier recourse shall also apply if the goods have been further processed by us or one of our customers or a third party, e.g. by incorporation into another product, prior to their sale to a consumer.

§ 10 Liability, in particular producer and product liability

- (1) The supplier shall be liable to us for any damage caused by him or his vicarious agents in the full amount and for any degree of fault in accordance with the statutory provisions.
- (2) In addition to the supplier's liability for personal injury or property damage under the Product Liability Act, the supplier shall also remain liable for the indirect financial loss associated with the infringement of the legal right - insofar as product liability also arises from tortious aspects (§ 823

BGB) or on the basis of contractual claims. Insofar as the supplier's order confirmation or general terms and conditions of sale contain clauses cancelling or limiting this liability, we shall not recognise them as an integral part of the contract under any circumstances.

- (3) The Supplier warrants that no rights of third parties within and outside the Federal Republic of Germany are infringed in connection with its delivery.
- (4) The Supplier shall indemnify and hold us, our agents and employees, and all sellers and users of our goods harmless, regardless of legal cause, from and against any and all actions, legal or official proceedings, claims, demands, damages, judgments, penalties, fees, liabilities, interest, attorney's fees, and other costs of whatever nature, caused or alleged to be caused in any way by any act, omission, error, breach of any express or implied warranty or guarantee, defect, breach of contractual duty, failure to comply with any law, tort or negligence on the part of the Supplier, its agents, subcontractors or any person acting on its behalf. or allegedly caused or when the cause lies within its sphere of control and organisation and it is liable itself in relation to third parties. The obligation to indemnify and hold harmless also includes special, unforeseeable and indirect damages as well as incidental and consequential damages. It is irrelevant whether such damages occur before or after delivery or performance of the service.
- (5) If the supplier is liable under the Product Liability Act, it shall reimburse us within the scope of its indemnification obligation for the expenses pursuant to Sections 683, 670 of the German Civil Code (BGB) arising from or in connection with a third party claim including recall actions carried out by us. We shall 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 remain unaffected.
- (6) The supplier shall insure itself against these risks to a sufficient extent as is customary in the trade, in particular it shall take out and maintain product liability insurance (including cover for extended product liability) with a flat-rate sum insured of at least EUR 5 million per personal injury, property damage and pecuniary loss and present it on request.

§ 11 Prohibition of assignment

Assignments and other transfers of rights and obligations of the supplier outside the scope of application of § 354a of the German Commercial Code (HGB) are excluded; Exceptions require our prior written consent in order to be effective.

§ 12 Compliance with legal requirements

- (1) The supplier is obliged to execute and deliver the delivery item on its own responsibility, in particular in compliance with the relevant laws, legal ordinances (e.g. BGV A1, UVV, Ordinance on Hazardous Substances, etc.), standards (e.g. EN, ISO), directives, etc. The supplier is obliged to comply with all applicable laws and regulations. If and to the extent that claims are asserted against us by public authorities or under civil law due to a violation of the legal requirements by the supplier, the supplier shall indemnify us upon first request against such measures and claims as well as the costs of legal action pursuant to § 10 para. 4,5.
- (2) The delivery item must have the declaration of conformity, as far as legally required, and be usable throughout Europe. Suppliers outside the EU must have the declaration of conformity drawn up by an authorised representative based in the EU. The ordered item must be such that the relevant laws,

legal ordinances, directives, etc. applicable at the time of commissioning are fulfilled. Further requirements resulting, for example, from the transposition of EU law into national law must also be complied with, even if the transposition is only imminent or the directive has no subjective effect. Even after the expiry of any transitional provisions applicable at the time of acceptance, the rules and regulations already known and applicable in the future must be complied with.

- (3) The Supplier shall ensure that the goods to be supplied by it fully comply with the requirements of Directive 2011/65/EU ("RoHS") as amended from time to time.
- (4) (4) The Supplier further warrants to comply with all applicable national and international export control laws and regulations. The supplier shall in particular
 - a) not carry out any direct or indirect export or re-export of information, goods, etc. to a country for which the EU, the USA or another country provides for an export licence or other permission at the time of the export or re-export without having such a licence or permission in advance.
 - b) inform us in writing whether the information, goods, etc. supplied from the USA or its own country are considered goods whose export is restricted or prohibited in accordance with export control regulations. If this is the case, the supplier shall also inform us of the extent of the restrictions and prohibitions.
 - c) obtain all national and international export licences or similar authorisations required under applicable export control laws and regulations and provide us with all necessary information to enable us and our customers to comply with such laws and regulations.
 - d) indemnify and hold harmless our Company from and against all claims, liabilities, penalties, seizures and related costs and expenses (including attorneys' fees) in connection with the Supplier's and its subcontractors' failure to comply with applicable laws, rules and regulations. It shall notify us promptly upon receipt of a notice that it is in violation of export control laws if the violation could adversely affect us.
 - e) provide annually the appropriate supplier declarations/certificates of origin for the goods so that
 - aa) the requirements of the customs authorities in the country of destination are met; and
 - bb) all applicable export licensing regulations, including those of the United States, are complied with.
 - f) provide all goods eligible for the application of a free trade agreement or regional trade agreement, a preferential origin system or other preferential agreements with appropriate evidence (e.g.: supplier's declaration, preferential origin certificate/invoice) to support the preferential origin.
 - g) mark all goods with an indication of the country of origin. The marking of the goods shall comply with the requirements of the customs authorities in the country of destination.
 - h) provide the Export Control Classification Number (ECCN) according to the U.S. Commerce Control List (if the contract product is subject to the U.S. Export Administration Regulations).
 - i) provide the statistical commodity code in accordance with the current commodity nomenclature for foreign trade statistics.
- (5) In the event that after the conclusion of the contract we discover circumstances which prevent the fulfilment of the contract due to national or international regulations of foreign trade law, embargoes and/or other sanctions, we shall be entitled to refuse performance and to withdraw from the contract.

§ 13 Compliance with the Supply Chain Act

- (1) The supplier undertakes to comply with the relevant statutory and official regulations and requirements in the performance of the contract, in particular to comply with the human rights and environmental obligations described in the German Supply Chain Act (LkSG), in particular the obligations resulting from §§ 3 et seq. of the LkSG, and to give due consideration to this expectation vis-à-vis its own contractors and suppliers along its supply chain. In particular, the supplier undertakes to avoid or minimise such risks and to put an end to violations of human rights and environmental obligations.
- (2) We shall have the right to terminate this Agreement with immediate effect if (i) the Supplier fails to fulfil its obligations under this clause, (ii) the expectations are materially breached or (iii) the breach of a human rights or environmental obligation has not been remedied within a reasonable period of time set by us.

§ 14 Substance information

- (1) The supplier undertakes to communicate substance information, which must be forwarded by us to our customers in accordance with Article 33 of the REACH Regulation, prior to delivery. This applies to all substances listed in Annex XIV of the REACH Regulation.
- (2) Consideration of the substances newly included in the annexes of the REACH Regulation is the responsibility of the supplier and does not require a renewed enquiry by us.
- (3) For ordered items which are subject to the transmission of safety data sheets pursuant to Art. 31 REACH Regulation, the supplier shall submit a safety data sheet prepared in accordance with Annex II REACH Regulation prior to delivery to us. If there are indications of changes to the safety data sheet, the supplier shall immediately submit an updated version to us. This does not require a separate request by us.
- (4) The supplier shall ensure that the necessary substance information in accordance with Articles 31 and 33 of the REACH Regulation is also available from its suppliers. The supplier shall be liable for any failure on the part of its suppliers to comply with the obligation to communicate. We are entitled to commission technical laboratory tests for compliance with the substance communication. In the event that these results prove a violation of provisions of the REACH Regulation, the supplier shall bear the costs for the laboratory tests and the associated services in addition to the costs from recourse claims regulated in §§ 7, 8, 9.

§ 15 Termination

- (1) Without prejudice to any other contractual and statutory rights, we shall have the right, at our option, to refuse to perform the obligations incumbent upon us in whole or in part by giving written notice to the supplier or to terminate (or withdraw from) the contract in whole or in part by giving written notice to the supplier if
 - a) an application is made for the commencement of insolvency proceedings, receivership, winding up of the business or transfer of assets to creditors or similar proceedings in respect of the assets of the supplier; or
 - b) the supplier ceases or threatens to cease normal business operations; or

- c) the supplier breaches an obligation of the contract or we determine at our due discretion that the supplier cannot deliver or provide the goods or service and does not remedy the situation within a reasonable period set by us.
 - d) the supplier violates relevant laws, directives, ordinances or other regulations, in particular the requirements specified in §§ 12-14.
 - e) the supplier violates public law regulations or requirements in connection with the execution of the delivery/service that are subject to criminal penalties and fines.
- (2) If the supplier has obtained documents, records, plans or drawings from us within the scope of the contract or for the purpose of fulfilling the contract, he shall hand them over to us without delay in the event of termination or withdrawal by one of the contracting parties.

§ 16 Applicable law and place of jurisdiction

- (1) These Terms and Conditions and the entire legal relationship between us and our suppliers shall be governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG), subject to any other individual agreements. If foreign law is mandatory in individual cases, these GTC shall be interpreted in such a way that the economic purpose pursued with them is safeguarded as far as possible.
- (2) Insofar as trade terms according to the International Commercial Terms (INCOTERMS) are agreed, INCOTERMS 2020 shall apply.
- (3) Place of performance for all contractual obligations, with the exception of the case of the assumption of a debt to be discharged at creditor's domicile or otherwise agreed, shall be our place of business.
- (4) If the supplier is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the business relationship shall be our registered office.
- (5) For the sake of clarity, the jurisdiction provisions of the above paragraphs 3 and 4 shall also apply to such facts between us and the supplier which may lead to non-contractual claims within the meaning of Regulation (EC) No. 864/2007. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.

§ 17 Miscellaneous

Our failure to enforce or delay in enforcing any provision of this contract shall not constitute a waiver of that provision or of the right to enforce any provision of this contract. Neither the (past/present) dealings between the parties nor any trade custom or usage shall be taken into account in interpreting this contract. Waivers, consents, amendments and additions to the contract must be in writing to be effective. The relevant document must contain a reference to this contract and be signed by both contracting parties.

§ 18 Amendments to the terms of contract

Unless otherwise specifically regulated, we are entitled to unilaterally amend these contractual terms and conditions insofar as this is necessary to adapt to changes in the statutory, legal or

technical framework conditions. We shall notify the supplier of the amendments or supplements in text form at least six weeks before they take effect. If the supplier does not agree with the amendments or additions to the contractual terms and conditions, it may object to the amendments with a notice period of two weeks until the date on which the amendments or additions are intended to take effect. The objection must be in text form. If the supplier does not object, the amendments or supplements to the contractual terms and conditions shall be deemed to have been approved by him. When notifying the supplier of the amendments or additions to the contractual terms and conditions, we shall specifically draw the supplier's attention to the intended significance of its conduct.