

1. **Scppe of Validity:** Unless otherwise agreed to in writing, these General Terms and Conditions of Purchase shall exclusively apply to these and all future orders/contracts. We shall not be bound by conflicting or additional terms of the contractor ("Contractor") even if we have not expressly contradicted these terms or have accepted delivery without reservation.
2. **Order, Offer:**
 - 2.1 Any oral additional agreements regarding the order/contract must be set down in writing to be effective.
 - 2.2 In the event of good and sufficient cause in the context of a continuing obligation or if insolvency proceedings are filed against the assets of the Contractor and the Contractor has not yet performed the contract or has not performed it in full, we shall be entitled to withdraw from the contract or - in the case of continuing obligations - to terminate the contractual relationship without notice.
 - 2.3 Contractor offers shall be provided free of charge; cost estimates shall not be reimbursable unless otherwise agreed in writing.
3. **Correspondence:** In all correspondence the Contractor shall indicate the order number and the date of the order/contract and the material number/material designation awarded and communicated by us.
4. **Quality, Compliance:**
 - 4.1 The Contractor shall maintain a quality assurance system, e.g. in accordance with DIN ISO 9001 and/or DIN ISO 14001. We shall be entitled to review the Contractor's system by way of quality audits as mutually understood.
 - 4.2 When providing its supplies and services the Contractor shall comply with all applicable laws and regulations, in particular those relating to the prevention of corruption. Unless already agreed upon separately, our Code of Conduct for Suppliers, available at <https://www.alzchem.com/de/agb/>, shall additionally apply. Any violation of Clause 4.1, Sentence 1 in connection with the legal relationship between the Contractor and us shall constitute a breach of contract which, irrespective of any further claims, shall entitle us to terminate the contract for cause.
5. **Subcontractors:** Calling in subcontractors, including for parts of the tasks taken over by the Contractor, shall require our prior written consent. The Contractor shall impose all obligations incumbent on him towards us on the subcontractors with regard to the tasks they have assumed; the obligations arising from these General Terms and Conditions of Purchase are also included therein. The Contractor shall be responsible towards the subcontractor for the proper performance of the tasks taken over by him.
6. **Transport:**
 - 6.1 The Contractor shall take note of the address indicated in the order/contract. The tariff, transport and packaging regulations of the respective railway company, the respective shipping company, the respective air transport company, etc., as well as the road traffic regulations must be complied with. This is particularly applicable in the case of any existing customs and dangerous goods regulations. The goods are to be packed in such a way that transport damage as well as superfluous waste are avoided. The Contractor is obliged to select the most economical mode of transportation unless we have given specific instructions for transport.
 - 6.2 In addition to the forwarding address, the order information (order no., order date, place of delivery, the name of the recipient, if applicable, and the material number/material designation awarded by us respectively communicated by us) shall always be included in the transport documentation. The Contractor shall obligate the subcontractors to indicate the Contractor as their principal in correspondence and in forwarding documents (showing full order data).
 - 6.3 The unit load weight (from 1 t onwards) shall be affixed to the unit load in a clearly visible and permanent manner.
 - 6.4 Without prejudice to our further claims, the Contractor is only entitled to partial delivery/performance upon our approval.
7. **Information on Hazardous Materials, Product Information:**
 - 7.1 The delivery items are to be labelled in accordance with applicable regulations (e.g. for hazardous materials).
 - 7.2 The Contractor is obliged to provide us prior to delivery and in a timely manner with all necessary product information, especially with respect to product composition and shelf life/service life, e. g. in the form of safety data sheets, processing advice, labelling regulations, assembly instructions, workers' protection measures, etc., including any amendments to the foregoing.
8. **Delivery Period, Delay:**
 - 8.1 The delivery date indicated in the order shall be binding. The Contractor is obligated to inform us without undue delay and in writing whenever there is an indication that he might not be able to perform within the agreed time period. We shall be entitled to the damages stipulated by law in the event of delayed delivery.
 - 8.2 The Contractor may only invoke the absence of necessary documents/information to be supplied by us if he has not received them within a reasonable period of time despite a written reminder..
 - 8.3 We shall be entitled to enforce individually agreed and forfeited contractual penalties until the due date of the final payment without specifically reserving the right to do so according to Section 341 (3) of the German Civil Code.
9. **Performance Certificates and Acceptance:** Any performance certificates provided for under contract as well as the acceptance shall be made free of charge to us and certified in writing.
10. **Weights/Volume:** Without prejudice to our further claims in the event of discrepancies in weight the weight established by us upon the inspection of incoming goods shall prevail unless the Contractor proves that the weight calculated by him at the time of passing of the risk was measured correctly in accordance with a generally accepted method. The same applies to volumes/volume deviations.
11. **Prices, Billing and Payment Conditions:**
 - 11.1 The price stated in our order shall be binding. Unless otherwise agreed in individual cases, the price shall include all ancillary services (e.g. assembly, installation) and ancillary costs (e.g. proper packaging, transport costs, including any transport and liability insurance).
 - 11.2 The invoice shall be sent separately to the invoice address specified in the order. Invoices must comply with the applicable legal requirements. In each invoice the value added tax must be stated separately or, in the case of a tax exemption, reference has to be made to the statutory regulation.
 - 11.3 Unless otherwise agreed, we will pay within a period of 30 days net. The payment period starts upon delivery of goods at their destination (address for shipments) or upon acceptance of the work performance, however, not before the proper receipt of the invoice. Payment does not imply acceptance. Payments may be made by deducting a withholding tax if the biller does not provide an exemption certificate.
 - 11.4 We shall be entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the extent provided by law. In particular, we shall be entitled to withhold payments due as long as we are still entitled to claims against the Contractor arising from incomplete or defective performance. The Contractor shall have a right of set-off or retention only on the basis of counterclaims that have become res judicata or are undisputed.
12. **Notice of Defect:** We shall conduct an incoming goods inspection in terms of externally visible (transport-) damage and apparent differences in identity and quantity only (by comparison with the bill of delivery). Such defects will be notified immediately after delivery. In addition we notify defects immediately after detection according to the facts of the proper business process.
13. **Claims for Defects, Liability of the Contractor:**
 - 13.1 The Contractor undertakes that goods delivered/services supplied shall have the individually guaranteed properties and the contractually agreed characteristics, shall be suitable for the contractually stipulated use, shall not be impaired in their value and suitability, and shall comply with the generally accepted technical rules and standards as well as all applicable statutory and regulatory provisions.
 - 13.2 Inasmuch as delivery/service fails to meet the requirements of Section 13.1 or in case of defects for other reasons, we may demand at our option – in addition to any statutory rights – that the Contractor will carry out the subsequent performance free of charge and without delay for us and reimburse us for all expenses incurred by us as a result of the subsequent performance.
 - 13.3 If subsequent performance by the Contractor has failed or is unacceptable for us (e.g. due to a risk to operational safety or the threat of disproportionate damage), there is no need to set a deadline; we shall inform the Contractor of such circumstances without delay, if possible in advance.
 - 13.4 If the Contractor has assumed a guarantee for the quality or durability of the service/delivery, we may also assert claims under said guarantee.
 - 13.5 Contractor is liable for defect of title under statutory provisions, especially when products/services or their contractually agreed use infringe patents or other intellectual property rights of third parties. If we are held liable for such infringement by third parties, the Contractor undertakes to hold us harmless from and indemnify us against all culpably caused claims (including court and litigation fees) that arise against us or in conjunction with the third party's claims. We shall not be entitled to enter into any agreements at the

- expense of Contractor with the third party without the express approval of the Contractor.
- 13.6** Otherwise, the Contractor's liability shall be exclusively governed by statutory regulations. The Contractor undertakes to hold us harmless from and indemnify us against all third party damage claims, if the Contractor or one of his sub-suppliers have caused the product defect associated with the liability claim and are responsible for it.
- 13.7** We or any third party authorized by us are entitled to do repair work on the goods delivered despite any intellectual property rights of the Contractor.
- 14. Statute of Limitations:**
- 14.1** The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.
- 14.2** Notwithstanding Section 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims for defects shall be 3 years from the passing of the risk. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation period shall also apply to claims arising from defects of title, whereby the statutory limitation period for third parties' claims in rem for the surrender of possession (Section 438 (1) No. 1 of the German Civil Code) shall remain unaffected; in addition, claims arising from defects of title shall not become statute-barred in any case as long as the third party can still assert the right against us - in particular in the absence of limitation.
- 14.3** The statutory limitation periods provided by the Purchase Law, including the above-mentioned extensions, shall apply – to the extent provided by law – to all contractual warranty claims. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 of the German Civil Code) shall apply for this, unless the application of the limitation periods provided by the Purchase Law leads to a longer limitation period in individual cases.
- 15. Suppliers' recourse:**
- 15.1** We have an unlimited right statutory right of recourse within a supply chain (supplier recourse pursuant to §§ 445a, 445b, 478 of the German Civil Code) in addition to the warranty claims. In particular, we shall be entitled to demand from the Seller exactly the type of subsequent performance (repair or substitute delivery) that we owe to our customer in the individual case. Our statutory right of choice (Section 439 (1) of the German Civil Code) shall not be limited hereby.
- 15.2** Before we acknowledge or fulfil a warranty claim for defects asserted by our customer (including reimbursement of expenses pursuant to Sections 445a (1), 439 (2) and (3) of the German Civil Code), we shall notify the Seller thereof and request a written statement, briefly stating the facts of the case. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is reached, the warranty claim actually granted by us shall be deemed to be owed to our customer. In this case, the Contractor shall have the burden of proof to the contrary.
- 15.3** Our claims from supplier recourse shall also apply if the defective goods have been further processed by us or another contractor, e.g. by processing into another product.
- 16. Insurance:**
- 16.1** The Contractor must maintain liability insurance with terms and conditions customary in this branch, minimum coverage of Euro 2 million per damaging event, for the duration of the contract, including the guarantee and warranty period or statute of limitation. The Contractor must provide documentation of his insurance coverage upon request; lower amounts covered shall be coordinated with us in each individual case.
- 16.2** We take out transport insurance for all shipments directly delivered to us (e. g. deliveries under sales contracts, contracts for work and materials, maintenance contracts or deliveries of specially manufactured products, but not the delivery of materials for contracts for work executed by the Contractor on our plant site).
- 17. Information:** All information, including drawings and other materials we require for assembling, operating, servicing or repairing the delivery items shall be provided to us by the Contractor in good time, without any special request and without charge. Our rights under Section 434 (2) of the German Civil Code remain unaffected.
- 18. Entry to the Plant Site/Construction Site:** When entering our plant site/our construction site all persons shall follow the instructions of our trained personnel. Any entry onto our plant site must be notified in due time. If work is to be rendered at the plant site/construction site, the appropriate building site regulations shall apply. In addition the Contractor shall inform himself about the local regulations (e.g. safety regulations) and shall comply with them.
- 19. Liability:** We, our legal representatives and all our employees shall be liable only for intent, gross negligence or if the breach of our contractual obligations violates the essence of the contract (essential obligations). In the event of slight negligence of essential duties, our liability for damages and recourse claims shall be limited to foreseeable damage typical for a contract of this nature and amounts to a maximum of Euro 100,000.- or the invoice value of the respective goods or services if this value exceeds Euro 100,000.-. This shall not apply if the Act on Liability for Defective Products (Product Liability Act) or other statutory requirements make us compulsorily liable in the event of endangering the life, body or health of others or causing damage to private property.
- 20. Waste Disposal:** As far as waste as defined by the waste management law is generated in connection with the Contractor's deliveries/work, he shall recycle or remove such waste, subject to any written agreement to the contrary, at his own expense in accordance with the regulations of the waste management law.
- 21. Confidentiality, Prohibition of Reproduction, Data Protection:**
- 21.1** The Contractor undertakes to keep confidential any information, knowledge and documents, e. g. technical and other data, personal data, measured values, technology, business experience, business secrets, know-how, drawings and other documentation (hereinafter: "Information") received from us or disclosed in any other way by our domain or the domain of another company of our Group, and shall not disclose such Information to third parties, but use it for the purpose of executing the respective order/contract only. The Contractor undertakes to return all Information delivered to him in a tangible form such as documents, samples, specimens, or the like without undue delay upon our request without retaining any copies or notes. In addition, he shall delete his own notes, compilations and evaluations containing Information without undue delay upon our request and shall confirm this to us in writing.
- 21.2** No ownership, license, reproduction, use or other rights shall be granted by the communication or provision of Information, irrespective of whether industrial property rights exist therefor or not. We alone have the property and industrial property rights to the Information provided by us.
- 21.3** The Contractor shall be obligated to comply with all provisions of data protection law as amended from time to time and shall observe such provisions. The Contractor shall instruct all employees in accordance with the relevant data protection provisions and oblige them to maintain data secrecy. These declarations shall be presented to us upon request.
- 21.4** The installation and/or use of remote access shall only be permitted with our prior written consent.
- 22. Planning Documents:** Any drawings or drafts etc. made by the Contractor according to our specifications shall become our unrestricted property without any additional payment, even if the respective documents remain in the Contractor's possession. Any statements of the Contractor to the contrary, e.g. on the documents handed out to us, shall not be binding.
- 23. Advertising Materials:** The Contractor may refer to the mutual business relationship in his informational and advertising materials with our express prior written consent only.
- 24. Prohibition of Assignment:** Contractor's assignments outside the scope of application of section 354 (a) of the German Commercial Code are prohibited; any exceptions shall become effective upon our prior written consent only.
- 25. Force majeure, undue hardship:** In the event of force majeure, we shall be released from our acceptance and performance obligations to the extent of the disruption caused thereby. The same shall apply in the event of other unforeseeable, unavoidable and non-culpable events beyond our control, such as labor disputes, official decrees, traffic or operational disruptions, a loss of the concerned sales markets, and circumstances that make the performance of the affected business sustainably uneconomical for us. If these events last longer than 3 months, we are entitled to withdraw from the contract.
- 26. Severability Clause:** Should any of these General Terms and Conditions of Purchase be partly or totally invalid, this shall have no effect on the validity of the remaining conditions.
- 27. Place of Jurisdiction and Applicable Law:**
- 27.1** In case that the Contractor is a merchant, the exclusive place of jurisdiction shall be the location of the registered office of our company. We are entitled, however, to take legal action to before the court having jurisdiction at the Contractor's place of business.
- 27.2** The contract and the legal relationship between the Contractor and us shall be governed by the substantive law of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods. If any trade terms have been agreed

pursuant to the International Commercial Terms (INCOTERMS), they shall be interpreted and applied according to INCOTERMS 2020.