

## **(GTC: Last amended April 2024)**

### **1. Scope of Application**

- 1.1. These General Terms and Conditions of Purchase (hereinafter referred to as "GTC") govern the legal relationship between us, TECNO PLAST Industrietechnik GmbH (hereinafter referred to as "TP"), and our business partners and suppliers (hereinafter referred to as "Supplier"). Together with the volume agreements and orders, they form the basis of the contractual relationship between the parties.
- 1.2. These GTC apply exclusively. Divergent, conflicting or supplementary general terms and conditions of the Supplier only become part of the contract if and insofar as TP has expressly agreed to their validity in writing. Said need for consent also applies if the Supplier makes reference to its terms and conditions when placing the order and TP does not expressly object to them. Individual agreements (e.g., outline supply agreements and volume agreements, quality assurance agreements) and details in our order shall take precedence over these GTC.  
These GTC may be modified by TP at any time. The latest version of these GTC can be found on the following website: <https://tecnoplast.de/general-terms-and-conditions-of-purchase/>
- 1.3. Legally relevant declarations and notifications of the Supplier in connection with the contract (e.g., setting of deadlines, reminders, rescission) must be made in writing. For the purposes of these GTC, the written form includes both the written form and the text form (letter and email).

### **2. Offer and Conclusion of Contract**

- 2.1. Any offer made by the Supplier shall be free of charge to us.
- 2.2. Our order shall become binding at the earliest upon written (including by email) or electronic transmission or upon confirmation in the aforementioned form. The Supplier must notify us of any obvious errors (e.g., typing and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion prior to acceptance.
- 2.3. The Supplier is obliged to confirm our order in writing within a period of ten (10) working days. Any late acceptance shall be deemed a new offer and shall require our acceptance.

### **3. Changes to Orders**

- 3.1. Our orders may be modified or adjusted by TP at any time, both quantitatively and qualitatively, prior to acceptance by the Supplier. Once the Supplier has accepted our order, TP is entitled to make such changes if they are reasonable for the Supplier.
- 3.2. The Supplier shall inform TP if additional costs are incurred as a result of a change. In this case, the change shall be considered as a new offer that requires TP's acceptance.

### **4. Written Form**

In the absence of any agreement to the contrary or any other provision in these GTC, the requirement of written form shall also be deemed to have been met if the communication is made by post, email or via EDI (Electronic Data Interchange).

### **5. Prices and Payment Terms**

- 5.1. The prices agreed between the parties shall be deemed to be fixed prices, unless expressly agreed otherwise, and shall include all ancillary costs (e.g., packaging and

transport costs). All prices are understood to be inclusive of statutory sales tax, unless expressly stated otherwise.

- 5.2. Packaging and transport costs to the agreed destination as well as any customs duties are included in the prices and may not be charged additionally by the Supplier.
- 5.3. The agreed price shall be due for payment within 30 (thirty) calendar days after complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If we make payment within 14 (fourteen) calendar days, the Supplier shall grant us a 3% discount on the net amount of the invoice. In the case of bank transfers, payment shall be deemed to have been made on time if our transfer order is received by our bank before the end of the payment period.
- 5.4. The Supplier shall have no right of set-off or retention except with respect to counterclaims that have been finally adjudicated or are undisputed.

## **6. Notices of Dispatch, Deliveries and Place of Performance**

- 6.1. Invoices, bills of lading, shipping notices and general correspondence relating to the order must always quote our order number.
- 6.2. On the day the goods are dispatched, the Supplier is obliged to send TP a dispatch note with a packing list, stating our order number and the place of delivery.
- 6.3. Each consignment must be accompanied by a visible delivery note. The delivery note must contain details of the items to be delivered with their dimensions, weight, quantity, our order number and the place of delivery. The Supplier undertakes to mark the delivery notes and invoices for the products or goods delivered by him with the internationally valid identification code of the WCO (World Customs Organization). If material test certificates are to be submitted, they must be sent to TP together with the delivery.
- 6.4. Overdeliveries—i.e., delivery quantities exceeding the order quantity—shall only be accepted by TP after a corresponding written agreement. Underdeliveries shall be considered as partial non-fulfillment of contractual obligations and shall entail the corresponding consequences of delay in accordance with Clause 9 of these GTC.
- 6.5. The Supplier shall carefully protect our interests during shipment. The goods must be packed in such a way as to avoid damage in transit. If possible, environmentally friendly packaging materials shall be used.
- 6.6. Any additional costs resulting from non-compliance with these obligations shall be borne by the Supplier.
- 6.7. Obligations to return packaging, replaced parts, etc. shall be governed by the statutory provisions. Packaging material shall remain the property of the Supplier unless otherwise agreed. The Supplier shall be responsible for the proper disposal of the packaging material at its own expense. At our request, the Supplier shall collect or arrange for the collection of all packaging, transport and sales packaging at the place of destination.
- 6.8. Shipment shall be at the Supplier's risk until the delivery items arrive at the place of delivery.
- 6.9. Deliveries shall be made DDP in accordance with ICC INCOTERMS 2020 to the destination specified in the order. If no destination is specified and nothing else is agreed, delivery shall be made to our registered office in Dusseldorf, Germany. The place of performance for delivery and any subsequent performance shall also be the place of destination.

## **7. Obligation to Notify in Case of Product Changes**

- 7.1. If the WCO identification code is changed or adapted, TP must be informed of the changes in writing in advance.

- 7.2. The Supplier is obliged to inform TP in writing in a timely manner of any changes to the product characteristics and specifications and to explain the possible consequences of such changes or adaptations in terms of compatibility with the processes used and the possible effects on storage and any safety precautions to be taken.
- 7.3. In particular, the Supplier shall notify TP in writing in advance of any changes in manufacturing processes, materials or parts contained in the Supplier's products, relocation of production facilities and changes in methods or facilities for testing the products or other quality assurance measures (hereinafter "Product Change Notices"). The Supplier shall inform TP in writing at least 12 (twelve) months before the planned implementation of the change in order to give TP the opportunity to check whether the intended changes, relocations or modifications could have an adverse effect on the products. The Supplier shall also give TP the opportunity to purchase the products previously purchased by TP from the Supplier as part of a last-time-buy option. The last-time-buy option must cover an average of at least 24 (twenty-four) months.
- 7.4. Such changes and adjustments require the written consent of TP.
- 7.5. If the Supplier fails to comply with this notification obligation, it shall be liable to TP for any damage resulting therefrom and shall indemnify TP against any claims by third parties.

## **8. Invoicing**

- 8.1. Invoices must be sent to TP together with the relevant documents and data for each individual delivery. Invoices not duly issued shall be deemed not to have been received.
- 8.2. The invoice does not constitute a delivery note.

## **9. Delivery Dates and Delays in Delivery**

- 9.1. The agreed delivery dates are binding and must be observed. The receipt of the goods at the place of delivery specified by TP or an acceptance by TP is decisive for compliance with the delivery date.
- 9.2. If an agreed date cannot be met, the Supplier is obliged to inform TP immediately in writing, stating the reasons and the expected duration of the delay.
- 9.3. TP is entitled to obtain information on the current status of the order on site. In particular, the Supplier is obliged to grant TP access to its premises after prior notification and to allow the necessary documents to be inspected.
- 9.4. If the Supplier does not perform its service or does not perform it within the agreed delivery time or if the Supplier is in default, our rights—in particular to rescission and damages—are governed by the statutory provisions.
- 9.5. If the Supplier is in default, we may—in addition to other statutory claims—claim a lump-sum compensation for our default damage in the amount of 1% of the net price per completed calendar week, but not more than 5% of the net price of the delayed goods. We reserve the right to prove higher damages. The Supplier reserves the right to prove that no damage or significantly less damage has been incurred.
- 9.6. In the event of defective or incomplete delivery, TP is entitled to withhold payment, at least in proportion to the value, until proper performance of the contract by the Supplier.

## **10. Early and Partial Deliveries**

- 10.1. Early deliveries can only be accepted by TP if sufficient space is available and they do not cause additional costs. TP is entitled to refuse acceptance of goods in the case of early deliveries. The costs of an early delivery shall be borne by the Supplier. An early acceptance of goods does not entail an early transfer of risk to TP or an adjustment of the payment terms.

10.2. Partial deliveries shall only be accepted by TP if this has been agreed between the parties. In any case, a separate invoice must be issued for partial deliveries, which must also indicate the remaining quantity to be delivered.

## **11. New Products and Product Discontinuation**

11.1. The Supplier undertakes to regularly inform TP about new products and developments and to ensure that TP always has the latest documentation.

11.2. The Supplier also undertakes to inform TP in a timely manner, but at the latest 24 (twenty-four) months in advance, of the discontinuation of products and to enable TP to place a last order.

## **12. Quality Management and Industrial Safety**

12.1. The Supplier is obliged to implement and maintain an effective quality assurance system and to prove this to us upon request.

12.2. At our request, the Supplier shall apply a quality management system in accordance with ISO 9000 ff. or equivalent. We are entitled to inspect this quality assurance system ourselves or through third parties commissioned by us.

12.3. The Supplier undertakes to perform the deliveries and services in accordance with the relevant legal provisions and regulations of authorities and associations. The deliveries and services must be state-of-the-art and certified in accordance with the applicable safety regulations.

12.4. The relevant safety data sheets must be handed over with the delivery. Otherwise, the Supplier is obliged to indemnify TP against any recourse claims by third parties.

12.5. If the delivery or order cannot be executed as agreed, TP must be informed immediately in writing.

12.6. The Supplier undertakes to use environmentally friendly products and processes and to comply with environmental protection regulations in delivery and production.

12.7. Industrial safety is a fundamental part of TP's business philosophy. If the Supplier performs its services in whole or in part on our premises, it undertakes to comply with the applicable industrial safety regulations, in particular those relating to noise protection in accordance with DIN 45641 and 45635, as amended at the time of performance.

12.8. The Supplier and the persons employed by the Supplier shall also be obliged to follow the instructions of our employees. The Supplier shall ensure that only technically qualified persons are employed.

12.9. The Supplier's employees and subcontractors and the persons employed by them must, in particular, possess the qualifications, skills and expertise required for the performance of the Services. In addition, the Supplier shall ensure that the employees, subcontractors and persons employed by them are equipped at all times with the necessary work equipment and prescribed personal protective equipment.

## **13. Defective Deliveries/Services and Damages**

13.1. The Supplier warrants that all deliveries and services owed to us are free from defects in material and title.

13.2. Unless otherwise provided below, our rights in the event of defects as to quality or title of the goods (including wrong or short delivery as well as improper installation, faulty installation, operating or instruction manuals) or the Services or in the event of other breaches of duty by the Supplier shall be governed by the statutory provisions.

- 13.3. Our duty to inspect and give notice of defects shall be governed by the statutory provisions (Sec. 377, 381 German Commercial Code - HGB), subject to the following provisions:
- a) Our duty to inspect shall be limited to defects which become apparent during our incoming goods inspection upon external examination, including the delivery papers, and during our quality control by means of random sampling (e.g., transport damage, incorrect and short delivery). There is no obligation to inspect if acceptance has been agreed. Otherwise, it shall depend on the extent to which an inspection is practicable in accordance with proper business practice, taking into account the circumstances of the individual case.
  - b) Our obligation to give notice of defects in respect of defects discovered at a later date shall remain unaffected.
  - c) In all cases, our notice of defect (Notice of Defect) shall be deemed prompt and timely if we notify the Supplier of the defect within eight (8) business days (business days being Monday through Friday). Notification by email is sufficient. The date of dispatch of the notification to the Supplier shall be decisive for compliance with the time limit. To this extent, the Supplier waives the defense of late notice of defects.
- 13.4. In the event of a defect, we may, at our option, demand repair or replacement within a reasonable period of time to be determined by us.
- 13.5. In addition, in the case of defective deliveries or services, the Supplier shall be liable for the costs incurred in remedying the defect (e.g., inspection, assembly, transport and labor costs as well as other consequential costs not expressly mentioned herein).
- 13.6. If the Supplier fails to remedy the defect within a reasonable period set by TP, TP shall be entitled to rescind the contract and claim damages or a reasonable reduction in the purchase price.
- 13.7. Minor defects may be remedied by TP or by third parties commissioned by TP without prior notice and at the expense of the Supplier.

#### **14. Limitation of Actions**

- 14.1. The mutual claims of the parties to the contract are subject to the statutory periods of limitation, unless otherwise provided below.
- 14.2. Warranty claims shall become statute-barred after thirty-six (36) months, unless longer periods are prescribed by law. The limitation period shall commence upon delivery of the goods to us or to the third party designated by us at the place of destination. If acceptance has been agreed, the limitation period shall commence upon acceptance.

#### **15. Force Majeure**

- 15.1. Unforeseeable and unavoidable events that could not have been avoided even with reasonable care (e.g., natural disasters, armed conflicts, political unrest) and nationwide industrial disputes shall release us from our contractual obligations for the duration of the disruption and to the extent of its effect. The Supplier shall be obliged to inform us immediately of events of force majeure which may have an impact on its deliveries and services.
- 15.2. TP shall be released from its obligation to accept the delivery or service and shall be entitled to withdraw from the contract to the extent that the delivery or service is no longer marketable or usable for TP due to the delay caused by the force majeure or the industrial dispute.

#### **16. Quality Assurance and Insurance**

- 16.1. The Supplier undertakes to carry out an appropriate quality assurance in accordance with the state of the art and appropriate to the type and scope of the product. If

necessary, a quality assurance agreement shall be concluded between the parties to regulate the details in this respect.

- 16.2. The delivery items shall be marked in such a way that they can be identified at any time as products of the Supplier.
- 16.3. The Supplier undertakes to take out insurance against product liability risks up to an amount of 5 million EUR. The corresponding insurance policy shall be made available to TP for inspection upon request.

## **17. Supplier's Declaration**

The Supplier undertakes to provide certificates of origin (e.g., supplier's declarations, goods traffic certificates, or declarations of origin) with all necessary information and to make them available without request and without delay at least once a year as a long-term declaration or per delivery.

## **18. Export Control Clause**

- 18.1. The Supplier is obliged to provide TP with the following information and to document it with appropriate documents:
- a) The customs tariff numbers of the products;
  - b) Whether the export or re-export of the products and/or services listed in the order is restricted by the applicable foreign trade regulations, in particular by the Foreign Trade and Payments Act (AWG), the Export List, the War Weapons Control Act (KrWaffKontrG) and/or the European regulations on the export of so-called "dual-use" products;
  - c) Whether US export regulations and laws are applicable. Furthermore, the Supplier shall provide TP with the relevant documents for the approval procedure in the event of re-export.
- 18.2. The Supplier undertakes to provide TP with a copy of the export license and/or zero notice issued by the competent authority in accordance with the applicable legal situation.

## **19. Manufacturer's Liability and Recall Costs**

- 19.1. Insofar as the Supplier is liable for a product defect, it shall indemnify us against claims by third parties to the extent that the cause lies within its sphere of control and organization and it is itself liable vis-à-vis third parties.
- 19.2. Within the scope of its indemnification obligation, the Supplier shall reimburse us for expenses pursuant to Sec. 683, 670 BGB (German Civil Code - BGB) arising from or in connection with claims by third parties, including recall actions carried out by us. As far as possible and reasonable, we shall inform the Supplier of the content and scope of recall measures and give him the opportunity to comment. Further statutory claims shall remain unaffected.

## **20. Conflict Minerals**

- 20.1. The Supplier undertakes to comply with the requirements of the EU Conflict Minerals Regulation (EU) 2017/821 if and insofar as these are applicable to the Supplier's deliveries and services.
- 20.2. TP may request information on the use or origin of conflict minerals in products delivered to TP. Such information shall be documented and made available upon request.
- 20.3. In particular, the following information is required:

- a) A confirmation whether the products delivered to TP contain so-called "conflict minerals." Conflict minerals are defined as raw materials mined or extracted in conflict and high risk areas. If the product contains "conflict minerals," a confirmation that these conflict minerals do not originate from any of the following countries:  
Democratic Republic of the Congo, Angola, Burundi, Central African Republic, Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia.
- b) If a conflict mineral comes from one of the above countries, TP shall need more information about the mine from which the minerals came.
- c) Additional information can be found on the following website:  
<http://www.sec.gov/about/laws/wallstreetreform-cpa.pdf>.

## **21. Radiation**

The Supplier warrants that the delivery is free from impermissible radioactive radiation or that the products are free from additional ionizing radiation.

## **22. Liability of TP**

- 22.1. TP shall not be liable for any claims for damages by the Supplier, regardless of the legal basis, which are based on slight negligence.
- 22.2. This exclusion of liability shall not apply to claims for damages based on a breach of essential contractual obligations by us. Essential contractual obligations are obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose fulfillment the contractual partner may and must rely on a regular basis.
- 22.3. Furthermore, the exclusion of liability shall not apply in cases of loss of life, limb, or health. In the event of a slightly negligent breach of material contractual obligations and gross negligence on the part of our vicarious agents, damages shall be limited to compensation for the typical damage foreseeable at the time the contract was concluded.
- 22.4. Insofar as our liability is excluded or limited, this shall also apply to breaches of duty by persons (also for their benefit) for whose fault we are legally liable.

## **23. Intellectual Property Rights**

- 23.1. The Supplier warrants to TP that all deliveries are free from third party intellectual property rights. It shall take all necessary precautions to ensure that the delivery and use of the delivered items do not infringe any patents, licenses, or other intellectual property rights of third parties.
- 23.2. The Supplier undertakes to indemnify TP against any such claims by third parties.
- 23.3. TP is entitled to acquire intellectual property rights or the use thereof from the respective entitled third party at the Supplier's expense.

## **24. Retention of Title, Return of Documents and Tools**

- 24.1. We reserve title and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions, and other documents provided by us. Such documents shall be used exclusively for the performance of the contract and shall be returned to us upon completion of the contract. They are to be kept secret from third parties even after termination of the contract. The obligation to maintain secrecy shall not expire until and to the extent that the knowledge contained in the documents provided has become generally known. Confidentiality agreements and statutory provisions on trade secrets shall remain unaffected.
- 24.2. Documents, drawings, tools, and other items made available to the Supplier shall be returned to TP immediately after the execution of the delivery, but no later than after the

termination of the contractual relationship, if they are no longer needed, or shall be destroyed in accordance with TP's instructions, whereby the destruction of the items or documents shall be confirmed in writing by the Supplier upon TP's request.

- 24.3. TP shall be adequately compensated for lost or damaged documents, drawings, tools, and objects which TP has made available to the Supplier.
- 24.4. Title to the products and services shall pass to us unconditionally and without regard to payment of the price. If, however, we accept a conditional offer of transfer of title made by the Supplier in an individual case, the Supplier's retention of title shall expire at the latest upon payment of the delivered products. Even before payment, we shall be entitled to resell the products in the ordinary course of business with advance assignment of the resulting claims. All other forms of retention of title, in particular the extended retention of title, the assigned retention of title and the retention of title extended to further processing are excluded.

## **25. References**

The Supplier may only name us as a reference customer if TP has expressly consented to this in writing in advance.

## **26. Compliance and Social Responsibility**

- 26.1. The Supplier declares that it is aware of and shall comply with the Ethical Principles for TP's suppliers. These principles are available on TP's website at the following link: [www.tecnoplast.de](http://www.tecnoplast.de).
- 26.2. No gifts or benefits of any kind may be offered to TP's employees in the course of their business activities.
- 26.3. The Supplier is obliged to comply with the applicable legal provisions. This applies in particular to anti-corruption and money laundering laws as well as antitrust, labor and environmental laws. In particular, the Supplier undertakes not to offer or grant any advantages in business transactions or in dealings with public officials that violate applicable anti-corruption laws. The statutory regulations concerning industrial health and safety shall be recognized and observed as an essential part of all operational processes.
- 26.4. The Supplier shall also ensure that its goods and services comply with the relevant requirements for placing them on the market in the European Union and the European Economic Area.
- 26.5. The Supplier undertakes to pay a fair wage and equal pay for work of equal value and to comply with applicable minimum wage laws and shall require its suppliers to do the same. Upon request, the Supplier shall provide evidence of compliance with these representations. In the event of a breach, the Supplier shall indemnify us against any claims by third parties and shall reimburse us for any fines imposed on us.
- 26.6. The Supplier shall respect and protect the legal interests of the Act on Corporate Due Diligence Obligations in Supply Chains (hereinafter "LkSG"), namely internationally recognized human rights, the avoidance of forced and child labor and the elimination of discrimination in employment and occupation.
- 26.7. The Supplier shall establish appropriate and effective measures in its area of operations to ensure that the aforementioned rights and obligations are also observed by its suppliers.
- 26.8. The Supplier shall respond within a reasonable time to inquiries regarding compliance and social responsibility in the supply chain. The Supplier shall immediately investigate and inform us of any risks and violations of human rights and environmental obligations



as defined by the LkSG. The Supplier agrees to cooperate in compliance and social responsibility activities and to provide truthful and complete information. If necessary, the parties may agree on additional measures. These may also include educational and further training courses for the Supplier in order to enforce the Supplier's contractual assurances.

## **27. Jurisdiction and Applicable Law**

- 27.1. Place of jurisdiction for all disputes arising from the contractual relationship is our registered office in Dusseldorf, Germany. However, we shall also be entitled in all cases to bring an action at the place of performance of the service in accordance with these GTC or a prior agreement or at the general place of jurisdiction of the Supplier.
- 27.2. These GTC and the contractual relationship between us and the Supplier shall be governed by the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG).