

TER HELL PLASTIC GMBH

TER HELL PLASTIC PE-DISTRIBUTION GMBH

GENERAL TERMS AND CONDITIONS OF PURCHASE

Unless otherwise agreed in an individual contract, the following shall apply:

1. Scope of application, deviating/overriding agreements

The following General Terms and Conditions of Purchase (hereinafter referred to as "**Terms and Conditions of Purchase**") shall apply to all contracts concluded by us with our suppliers and contractors (hereinafter referred to as "**Supplier(s)**") for their deliveries and other services, including any ancillary agreements, provided that the Supplier is an entrepreneur and concludes the contract in the exercise of his commercial or self-employed professional activity within the meaning of § 14 of the German Civil Code ("**BGB**").

Deviating conditions of the Supplier that are not expressly accepted shall not apply.

- 1.1 In the case of ongoing business relations, these Terms and Conditions of Purchase shall also apply without express agreement to all future transactions between the parties and even if we accept the deliveries and services of the Supplier without reservation in the knowledge of conflicting terms and conditions of the Supplier or terms and conditions of the Supplier that deviate from our Terms and Conditions of Purchase.
- 1.2 Individual agreements with the Supplier (including individual ancillary agreements, supplements and amendments) shall in any case take precedence over these Terms and Conditions of Purchase. The same applies to specifications in our orders that deviate from these Terms and Conditions of Purchase.

2. Written form, orders, conclusion of contract, delivery call-offs, changes to the goods/service

- 2.1 Orders and acceptances of offers by the Supplier as well as their amendments and supplements are only binding if we expressly issue them.
- 2.2 Offers, cost estimates etc. provided by the Supplier are free of charge for us. This also applies to all costs incurred in the forefront to the contract to be concluded, which are to be borne by the Supplier.
- 2.3 Orders shall be confirmed in writing by the Supplier - stating the order number - within a reasonable period of time, but no longer than within a period of two (2) weeks, or, in particular, shall be executed without reservation by dispatching the goods (acceptance). If the Supplier does not accept the order within two weeks from the date of the order, we shall be entitled to revoke the order. In the case of call-off orders, our delivery call-offs shall



become binding if the Supplier does not object within one (1) week of receipt; we must point this out to the Supplier in the delivery call-off. If the content of an order confirmation from the Supplier deviates from the content of our order, this shall be deemed to be a new offer from the Supplier which requires our express acceptance. The Supplier must expressly and separately point out the deviation in the order confirmation.

- 2.4 The Supplier must notify us immediately of any contradictory, incorrect or missing information regarding the goods or services in the order and await written clarification from us before sending the order confirmation or commencing with the performance of the contractual services. The contract shall otherwise be deemed not to have been concluded.
- 2.5 The Supplier shall not make any changes, e.g. in the design, composition, shipping mode or packaging of the goods, without our prior consent.

3. Delivery and performance dates/periods, advance and partial deliveries/performance, default in delivery/performance, contractual penalty

- 3.1 Unless otherwise agreed, agreed delivery and performance dates as well as delivery and performance periods (hereinafter "**Date(s)**" and "**Period(s)**") shall be binding. The decisive factor for compliance with the Date or Period is the timely delivery or service on the Date or within the Period within the meaning of Clause 4.4 below. Premature deliveries are not permitted.
- 3.2 Advance and partial deliveries/performance are only permissible with our consent and must be marked as such in the shipping documents.
- 3.3 The Supplier is obliged to inform us immediately in writing of any apparent delays in delivery and performance, stating the reasons and the expected duration.
- 3.4 If the day on which the delivery must be carried out at the latest can be determined on the basis of the contract, the Supplier shall be in default on expiry of this day without a reminder being required on our part.
- 3.5 If the Supplier does not perform his obligation or does not perform his obligation within the agreed delivery time or is in default, we shall be entitled to the statutory claims without limitation, whereby we may only exercise a right of withdrawal or assert claims for damages instead of performance after the unsuccessful expiry of a reasonable grace period. The provisions in para. 6 remain unaffected.
- 3.6 In the event of default of the Supplier, we shall be entitled, after prior written warning to the Supplier, to charge a contractual penalty of 0.3% of the net value of the goods or services with the delivery or performance of which the Supplier is in default for each commenced working day (Monday to Friday, with the exception of public holidays at the Supplier's registered office and at our registered office), up to a maximum of 5% of the net value of these goods or services. In derogation of § 341 (3) BGB, we may claim the contractual penalty until the fulfilment of our last act of performance, for example the final payment. Further rights due to the delay remain unaffected. The contractual penalty payments shall be offset against any claims for damages.



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- 4. Performance, labelling of goods and packaging, delivery note, delivery and place of delivery/performance, transfer of risk, acceptance**
 - 4.1 The Supplier is not entitled to have the performance owed by him carried out by third parties (e.g. subcontractors) without our prior express consent. The Supplier bears the procurement risk for his performances unless otherwise agreed in individual cases (e.g. limitation to stock). A reservation of self-delivery on the part of the Supplier is excluded.
 - 4.2 Goods shall be properly and appropriately packaged and labelled in accordance with our instructions. Insofar as the Supplier is obliged to take back transport packaging in accordance with the German Packaging Act or foreign regulations, he shall collect the packaging at his own expense at the place of performance (Clause 4.4).
 - 4.3 Each delivery of goods shall be accompanied by a delivery note stating our order number and the designation of the contents of the delivery according to our article number(s) (if stated in the order), type and quantity. If the delivery note is missing or incomplete, we shall not be responsible for any delays in processing and payment resulting therefrom.
 - 4.4 Deliveries of goods shall be made "DDP" - Delivered Duty Paid (INCOTERMS 2020) to the place specified in the order. If the place of destination is not specified and nothing else has been agreed, the delivery shall be made to our registered office. The risk of accidental loss and accidental deterioration of the goods shall not pass to us until they are handed over at the place of performance. In case of deliveries with assembly and/or installation obligations on the part of the Supplier, the transfer of risk and delivery shall only take place upon complete assembly and/or installation documented in a written protocol. In case of acceptance provided for by law or agreed, the transfer of risk and performance shall not take place until performance has been rendered and acceptance has taken place in accordance with the contract; acceptance shall be deemed to have taken place if we do not accept the performance although we are obliged to do so. Unless otherwise agreed, in the case of acceptance provided for by law or agreed, we shall accept the acceptable performance within 15 days of completion.
- 5. Right of retention, set-off, assignment**
 - 5.1 The Supplier may only assert a right of retention with regard to the delivery of goods or provision of services insofar as it is based on claims from the same contractual relationship that are undisputed, ready for decision or legally established.
 - 5.2 Offsetting by the Supplier is only permissible insofar as his counterclaim is undisputed, ready for a decision or legally established.
 - 5.3 The Supplier is not entitled to assign his claims against us or to have them collected by third parties without our express consent. This shall not apply if the Supplier has granted his supplier an extended reservation of title in the ordinary course of business. § 354a German Commercial Code ("HGB") remains unaffected.
 - 5.4 We shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent provided by law. In particular, we are entitled to



withhold due payments as long as we are still entitled to claims from incomplete or defective performances against the Supplier.

6. Prices, invoicing, terms of payment, prohibition of assignment

- 6.1 The prices stated in the order are binding. Unless otherwise agreed, they shall be understood as "DDP" - Delivered Duty Paid (INCOTERMS 2020) in accordance with Clause 4.4.
- 6.2 Unless otherwise agreed, the prices shall include all expenses in connection with the deliveries and services to be provided by the Supplier, in particular also the costs for any tests, acceptances, documentation and preparation of technical documents, packaging, transport, customs and border clearance fees and insurance. Insofar as "DDP place of performance" has not been agreed and the Supplier is obliged to ship the goods, he shall choose the most cost-effective mode of shipment. Insofar as the price does not include packaging according to the agreement and the remuneration for the packaging - which is not only provided on loan - is not expressly determined, this is to be charged at the evidenced cost price. At our request, the Supplier must take back the packaging at his own expense.
- 6.3 Invoices must be sent in duplicate, in the case of deliveries of goods separately from the goods, in a reviewable form. They must contain at least the article number and article description, the complete order reference or our order number, the date of the order, the delivery note number and the date of delivery or performance, must be structured in the layout of the order and must correspond in wording with the order designations.
- 6.4 Payments shall be made after complete delivery or acceptance in accordance with Clause 4.4 and receipt of an invoice in accordance with the contract within 14 days with a 3% discount and within 30 days net. Payments entitling to a discount are made in due time if we carry out the required performance within the payment period.
- 6.5 If invoices do not comply with the requirements pursuant to Clause 6.3 and if processing by us is delayed as a result within the scope of our normal course of business, the payment periods specified in Clause 6.4 shall be extended by the period of the delay. The date of receipt of the new invoice in accordance with the contract shall then be decisive for the start of the above payment periods. In the event of premature delivery or performance, the agreed delivery or performance date shall replace the premature delivery or performance date.
- 6.6 In the event of default in payment, we shall owe default interest in the amount of five (5) percentage points above the respective base interest rate pursuant to § 247 BGB.

7. Transfer of ownership, processing of delivered goods before transfer of ownership

Retentions of title by the Supplier shall only apply insofar as they relate to our payment obligation for the respective products to which the Supplier retains title. Insofar as retention of title has been agreed in individual cases for the delivered goods, ownership shall pass to us at the latest upon payment for these goods. However, we are entitled in the ordinary course of business to process, sell or otherwise dispose of delivered goods even before the transfer of ownership. All other reservations of title, in particular extended or prolonged reservations of title, are excluded.



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Quality requirements, compliance with legal regulations, safety regulations

- 7.1 The Supplier shall comply with the current state of the art and the agreed technical data and specifications for his deliveries and other services on his own responsibility, without prejudice to further obligations.
- 7.2 The Supplier shall comply at his own expense with all applicable national, European and international legal provisions in connection with the delivery and other service, in particular with regard to environmental protection, health and safety at work (including any minimum wage laws), product safety, anti-corruption, anti-terrorism and data protection, in the respective current version. In particular, the Supplier shall, at his own expense, comply with national and European regulations on the use of hazardous substances, requirements of the European RoHS Directive 2011/65/EU and national implementing provisions as well as requirements under the European REACH Regulation 2006/1907/EC (hereinafter "**REACH**") in the respective current version. The Supplier shall ensure the tradability of the goods under REACH. The Supplier must always provide us with current information and documentation (e.g. safety data sheets). The Supplier is obliged to expressly inform us of any restrictions on use and declaration obligations for the deliveries and other performances.
- 7.3 The Supplier shall observe all other relevant safety regulations, in particular the requirements of the Trade Supervisory Office, the standards of the Chemical Trade Association (VCH) and other professional bodies and associations, the applicable DIN standards and the accident prevention regulations of the trade associations. Relevant certificates, test certificates and verifications shall be provided free of charge.

8. Warranty, notice of defects, liability for defects, limitation of claims for defects, access to production sites

- 8.1 The Supplier warrants that his deliveries and other performances comply with the agreed technical data and specifications as well as the further subjective requirements pursuant to § 434 (2) BGB, the objective requirements and the assembly requirements pursuant to § 434 (3) BGB.
- 8.2 In the event of defects, we shall be entitled to the statutory claims without limitation, modified by the provisions in this Clause 9 and in Clause 10.2.
- 8.3 Deviations in quality and quantity shall be deemed to have been timely notified if we notify the Supplier within fourteen (14) days of receipt of the goods by us. Hidden material defects shall be deemed to have been timely notified if the Supplier is notified within seven (7) days of discovery.
- 8.4 Any payments made to the agreed price or acceptance of the goods by a representative of ours at the Supplier prior to the discovery of defects shall not constitute recognition that the goods are free of defects and shall not release the Supplier from his liability for defects.
- 8.5 The Supplier shall also be solely responsible for the object of delivery and performance if we have agreed to drawings, calculations and other documents or have participated in technical



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or official inspections, tests and acceptances. This also applies to suggestions, recommendations and other cooperation on our part.

- 8.6 The Supplier shall bear all expenses incurred in connection with the determination of the defect and the rectification of the defect, also insofar as they are incurred on our part. Insofar as delivered goods have been installed in another item in accordance with their type and purpose of use, the Supplier is obliged on the course of subsequent performance to either carry out the necessary removal of the defective item himself at his own expense and the installation of the repaired or delivered defect-free item or to reimburse us for the expenses required for this.
- 8.7 The right to choose whether to rectify the defect or to make a replacement delivery or, in the case of work and services, to produce a new item, lies with us.
- 8.8 If a request by the Supplier for subsequent performance together with the setting of a deadline is not possible due to particular urgency, we shall be entitled, without prejudice to our statutory claims, to carry out or commission a substitute performance and to demand reimbursement of the necessary expenses from the Supplier. We shall endeavour to keep the costs of the substitute performance as low as possible. As far as possible, we will inform the Supplier of this prior to the substitute performance.
- 8.9 Our claims for defects shall become statute-barred 36 months after the statutory commencement of the limitation period; statutory suspension and interruption provisions shall remain unaffected.
- 8.10 Upon receipt of our written notice of defect by the Supplier, the limitation period for warranty claims shall be suspended until the Supplier rejects our claims or declares the defect eliminated or otherwise refuses to continue negotiations on our claims. In the event of replacement delivery and rectification of defects, the warranty period for replaced and rectified parts shall begin again unless we had to assume from the Supplier's conduct that the Supplier did not consider himself obliged to undertake the measure but only undertook the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.
- 8.11 We shall have the right to demand access to the production facilities of the Supplier and, if applicable, his sub-suppliers, after giving appropriate advance notice during normal operating hours, in order to inspect the goods or services here for any defects; this shall include the inspection of the use of suitable material and the employment of the required skilled workers. The Supplier shall provide any information required for this purpose and submit the relevant documents for inspection. Insofar as this is necessary to protect business or trade secrets of the Supplier or his sub-supplier and is requested by the Supplier for this reason, such inspections shall be carried out by a third party bound to secrecy who may not pass on any information on business and trade secrets to us. Inspections shall take place without legal effect for any formal acceptance of the deliveries and services.
- 8.12 Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory



provisions. In addition, we shall be entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.

9. Property rights

- 9.1 The Supplier grants us a non-exclusive, irrevocable and transferable right of use, unlimited in time and territory, to all deliveries or services capable of being protected by property rights, in order to integrate them into other products, to distribute them and to make them publicly accessible on the internet. This includes in particular the right to modify, process or carry out other redesigns of the delivery or service for the purpose of integration and to distribute the delivery or service in the original or in modified, processed or redesigned form.
- 9.2 The Supplier shall indemnify us against all claims of third parties arising from the infringement of patents, copyrights, design rights, trademark rights, rights to a name and other industrial property rights as well as applications for industrial property rights (hereinafter referred to as "**Property Right(s)**") in the course of use of the delivery or service in accordance with the contract, unless he is not responsible for the infringement. The same applies to all expenses necessarily incurred by us in connection with such a claim by a third party, in particular for the costs of legal defence. Furthermore, the Supplier shall, at his option and expense, either modify or replace the delivery or service so that it no longer infringes the Property Right but essentially corresponds to the agreed functional and performance features in a manner that is reasonable for us, or indemnify us from licence fees for the use of the delivery or service vis-à-vis the Property Right holders, insofar as this is reasonable for us. Furthermore, in the event of his liability pursuant to this Clause 10.2, the Supplier shall be liable for all consequential damages incurred by us, in particular as a result of delivery shortages and production disruptions. Further rights due to infringements of Property Rights by the Supplier remain unaffected.
- 9.3 The Supplier may only use goods manufactured, services rendered or other work performed with knowledge of the operating resources (e.g. designs, drawings, specifications) originating from us which contain industrial Property Rights or secret technical knowledge or manufacturing processes of ours for the purpose of fulfilling the contract with us.

10. Liability of the Supplier for product damage, recalls, insurance

- 10.1 Insofar as the Supplier is responsible for product damage, he shall indemnify us against claims by third parties to the extent that the cause lies within his sphere of control and organisation and he himself is liable in relation to third parties.
- 10.2 The Supplier shall be liable in the event of a necessary and/or administratively ordered recall or other measures required to avert danger to persons or property of third parties and undertaken by the Supplier or us for all expenses, costs and damages incurred by us as a result of the recall or other measure and the Supplier shall indemnify us against all claims by third parties insofar as the recall or other measure is based on the fact that the delivered goods and/or packaging or other performance is not in conformity with the contract, in particular does not comply with the agreed technical data and specifications or contractual warranties or has product defects, unless the Supplier is not responsible for this. Further claims on our part remain unaffected.



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- 10.3 With reservation to further obligations, the Supplier shall inform us immediately if specific circumstances become known with regard to the goods delivered or services rendered which necessitate a recall or other measure pursuant to the above provision in Clause 11.2 by us or the Supplier and/or give rise to a relevant risk of product liability cases. The contractual partners shall endeavour to agree on the further course of action, whereby we shall have the final right of decision on the implementation of a voluntary recall. Any statutory notification obligations of the contractual partners remain unaffected.
- 10.4 The Supplier is obliged to maintain liability insurance, including product liability insurance and recall costs insurance, in an appropriate amount at his own expense for at least the duration of the business relationship with regard to his deliveries and services, for product liability insurance at least EUR 5 million for personal injury and property damage (including pure financial loss) per damaging event and an annual maximum compensation of at least EUR 10 million and for recall costs insurance at least EUR 5 million per insured event and per insurance year. Copies of the insurance policies shall be provided to us upon request.

11. Tools, provision of materials

- 11.1 If the Supplier produces tools including technical documents, drawings, standard sheets, etc. (hereinafter referred to as "**Tools**") at our request for the performance of the contract, it is agreed that these Tools shall become our property. The handover is replaced by the fact that the Supplier is entitled to keep the Tools on loan until the execution of the contract. The Supplier is not entitled to use these Tools for the execution of other orders from third party purchasers. He shall be obliged to hand over the Tools to us upon our request after execution of the contract. The remuneration for the production of the Tools is included in the agreed total price, irrespective of whether this is specifically stated or not.
- 11.2 All objects, models, documents, drawings, samples and tools provided by us to the Supplier for the performance of the contract are our property. This shall also apply to such items which have been procured by the Supplier at our expense for the performance of the contract, as well as to material provided by us. The objects and documents provided may be used exclusively for the performance of the contract with us and - within the scope of operational requirements and copyright provisions and only to the extent that this is absolutely necessary for the performance of the contract - may be duplicated. They, including all duplicates made, shall be returned to us immediately upon our request after execution of the contract and at our request.
- 11.3 The Supplier bears the risk for loss and damage to our property, but not for normal wear and tear. He shall store our property at his own expense with the care of a prudent businessman separately from other items of the Supplier, treat it with care, maintain it and, if necessary, mark it as our property as far as reasonable. It may not be removed from the Supplier's business premises or from the agreed location, sold, transferred by way of security, pledged, etc. without our prior express consent.
- 11.4 Our property may only be combined, mixed or processed with the property of the Supplier or a third party insofar as this is necessary for the performance of the contract with us. In the event of processing or transformation, we shall be deemed to be the manufacturer. In the event of a combination or inseparable mixing with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase value



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plus VAT) to the value which the other items not belonging to us had at the time of the combination or mixing. If the combination or mixing is carried out in such a way that the other items not belonging to us are to be regarded as the main item, it shall be deemed to be agreed that the Supplier transfers proportional co-ownership to us. The Supplier shall keep the sole or co-ownership for us.

- 11.5 The Supplier shall insure our property at his own expense. The Supplier hereby assigns to us any claims for payment against his insurance company in respect of our property. We hereby accept this assignment.

12. Secrecy, advertising

- 12.1 The Supplier is obliged to treat all non-obvious, commercial and technical details that become known to him through the business relationship with us, as well as the business relationship as such, as a business secret and to maintain secrecy about them. This confidentiality obligation shall remain in force for a period of five (5) years after termination of the contract. The confidentiality obligation shall not apply to such details which (i) are or become generally known without breach of law, (ii) are already known to the Supplier at the time of conclusion of the contract or (iii) are disclosed to him by third parties without breach of a confidentiality obligation.
- 12.2 The Supplier may only advertise the business relationship with us and use it for reference purposes with our express prior consent.
- 12.3 The Supplier shall oblige his sub-suppliers in accordance with this Clause 13.

13. Force majeure

In cases of force majeure or other events unforeseeable at the time of conclusion of the contract which we were unable to avert despite exercising reasonable care in the circumstances of the individual case, e.g. terrorist acts, war, natural disasters, epidemics, pandemics, operational disruptions and/or interruptions, lawful strikes, lockouts or official orders, shortages of operating materials, raw materials and/or energy, including delivery shortage, performance disruptions, supply disruptions at raw material suppliers and/or sub-suppliers of ours, as well as traffic and shipping disruptions, transport shortage and disproportionately increased transport costs, we shall be released from the obligation to accept for the duration of the impediment, insofar as the impediment has a significant influence on the acceptance of the delivered goods or the other service. If the events of force majeure are of a temporary nature, we shall be entitled to demand performance at a later date. If an event of force majeure lasts longer than four months, we shall be entitled to withdraw from the contract in whole or in part. The Supplier shall not be entitled to any claims arising from this. The cases of force majeure expressly include the currently existing and ongoing Corona pandemic including the resulting consequences for the national and international trade of goods.

14. Compliance with laws

- 14.1 In connection with the contractual relationship, the Supplier is obliged to comply with the legal provisions applicable to it in each case. This applies in particular to anti-corruption and money laundering laws as well as antitrust, labour and environmental protection regulations.



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- 14.2 The Supplier ensures that the products delivered by him comply with all relevant requirements for placing them on the market in the European Union and the European Economic Area. Upon request, he shall provide us with evidence of conformity by submitting suitable documents.
- 14.3 The Supplier shall use reasonable endeavours to ensure compliance by his subcontractors with the obligations incumbent on the Supplier under this Clause 15.
- 15. Place of performance, applicable law and place of jurisdiction**
- 15.1 Unless otherwise agreed, the place of performance for all delivery and payment obligations is our registered office.
- 15.2 German law shall apply with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 15.3 If the Supplier is a merchant within the meaning of § 1 HGB, a legal entity under public law or a special fund under public law, or if he has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the business relationship between the Supplier and us shall be at our discretion the Supplier's place of business or our place of business. In such cases, however, our place of business shall be the exclusive place of jurisdiction for actions against us. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.

Final provisions

- 15.4 The contract concluded between the parties, including these Terms and Conditions of Purchase, fully reflects all agreements between the parties regarding its subject matter at the time of conclusion of the contract. Any oral or written agreements or conditions made prior to the conclusion of this contract as well as any other pre-contractual correspondence and proposals shall be superseded by this contract unless it is expressly stated in each case that they shall continue to be binding.
- 15.5 The parties agree that they shall record any amendments and/or supplements to the concluded contract including these Terms and Conditions of Purchase in writing for better comprehensibility and documentation.
- 15.6 Transactions with entrepreneurs shall be treated in the same way as transactions with legal entities under public law and special funds under public law.
- 15.7 Should any provision of these Terms and Conditions of Purchase be or become invalid in whole or in part, the parties shall jointly agree on a new provision which shall replace the provision which is invalid in whole or in part. The same applies to unintended gaps.

Status: January 2023