

General Terms and Conditions of Purchase

90411 Nuremberg

of GMN Paul Müller Industrie GmbH & Co. KG, Äußere Bayreuther Str. 230,

Order number:	It is imperative that purchase order number and reference are specified in purchase order acceptances, delivery notes, freight documents, package addresses, wagon labels, invoices and in all correspondence.
Order confirmation:	Within 8 working days (see Art. 2.4).
Delivery notes:	As single document with the shipment.
Notices of dispatch:	In duplicate, indication of the individual items and weights.
Consignment notes:	With exact designation of the freight.
Forwarding note:	SLVS-Verbotkunde [customer exempted from forwarding, logistics and warehousing insurance].
Invoices:	Only via email to eingangsrechnung@gmn.de for each delivery/service under separate cover. Value added tax must be indicated separately.
Delivery by vehicle:	Mondays to Fridays from 7.00 a.m. - 2.00 p.m. and in exceptional cases by prior telephone agreement.

1. General

- 1.1 These General Terms and Conditions of Purchase ("Terms and Conditions of Purchase") of GMN Paul Müller Industrie GmbH & Co. KG ("GMN" or "we/us") apply exclusively to companies within the meaning of Section 14 *BGB* [German Civil Code] i.e. natural persons or legal entities, also under public law and under special public law funds, which, in respect of the delivery of the goods, act in the performance of their commercial or independent professional activities.
- 1.2 Our Terms and Conditions of Purchase shall apply exclusively. We do not acknowledge any general terms and conditions of the supplier which are contrary to or differ from our Terms and Conditions of Purchase unless we have expressly approved their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept or pay for deliveries of products and the supply of services by the supplier (hereinafter: contractual item) in the knowledge of terms and conditions of the supplier which are contrary to or differ from our Terms and Conditions of Purchase. Terms and conditions of the supplier shall not apply even if we do not object separately to their validity in individual cases. Even if we refer to a letter which contains or makes reference to the supplier's terms and conditions, this shall not constitute any agreement with the validity of those terms and conditions. This shall also apply if such terms and conditions do not include a separate provision for individual stipulations.
- 1.3 Our Terms and Conditions of Purchase shall also apply to all deliveries and services by the supplier to us in the future until our new Terms and Conditions of Purchase apply.

2. Conclusion of contracts and amendments of contracts, prices

- 2.1 Purchase orders, the conclusion of contracts and call-offs for delivery and their amendments and modifications shall only be valid when given in writing. Purchase orders and call-offs for delivery can also be placed via remote data transfer or telefax.
- 2.2 Verbal agreements prior to or upon conclusion of a contract shall only be valid when confirmed by our Purchasing Department in writing. This shall not affect sentence 2 of paragraph 2.1 and paragraph 18.4.
- 2.3 Cost estimates are binding and shall not be remunerated unless otherwise expressly agreed.
- 2.4 If the supplier fails to accept a purchase order within 8 working days of receipt (order confirmation), we shall have a right of revocation unless our quotations expressly include another binding period.
- 2.5 The agreed prices are fixed prices, additional claims and charges of any kind are excluded. Costs for packaging and transport until unloading at the place of use specified by us and for customs clearance formalities and customs duties are included in these prices.
- 2.6 Our enquiry/purchase order is based on the supplier's warranty that the substances and substances in preparation supplied by the supplier are pre-registered resp. registered under REACH. We shall have the right to request the supplier to submit certificates of origin and inspection with respect to the delivery items, especially with respect to the REACH Regulation, free of charge. In particular, the supplier shall, without being requested to do so, provide us with information on substances of concern from the candidate list in accordance with Article 33 of the REACH Regulation, insofar as these are contained in the supplier's products in proportions greater than 0.1% by mass.

3. Delivery

- 3.1 Deviations from our contracts concluded and purchase orders shall only be admissible with our prior written consent.
- 3.2 The order date, contact partner and purchase order reference number (purchase order number) must be indicated on all shipping documents (delivery note, consignment notes etc.), all invoices and all correspondence with ourselves.
- 3.3 Agreed dates and periods are binding. Compliance with a delivery date or delivery period shall be determined by receipt of the goods at our company. If delivery "free works" is not agreed (but e.g. CIP, CPT or DDP pursuant to Incoterms 2020), the supplier shall make the goods available in due time, taking account of the time for loading and dispatch to be agreed with the freight forwarder. Where a calendar week is agreed as delivery date, the last date shall be Friday of that week. In the absence of an express agreement, the goods shall be delivered to our place of business.
- 3.4 If the supplier has undertaken to perform assembly or installation and there is no other agreement, the supplier shall, notwithstanding deviating provisions, bear all necessary ancillary costs such as travel expenses, provision of tools and per diem.

- 3.5 If agreed dates are not complied with, statutory provisions shall apply. If the supplier anticipates difficulties regarding the production, supply of primary material, compliance with the delivery date or similar circumstances which could prevent the supplier from supplying on schedule or in the agreed quality, the supplier shall notify our Purchasing Department immediately in writing. The assertion of claims by us remains unaffected by this.
- 3.6 Unconditional acceptance of a late delivery or service shall not constitute a waiver of claims for compensation, to which we are entitled due to the late delivery or service. This shall apply until we have paid the remuneration due from us for the delivery or service in question in full.
- 3.7 We shall only take delivery of the quantities or numbers of items we have ordered. Excess deliveries or short deliveries shall only be admissible if previously agreed with us or if they are reasonable for us.
- 3.8 Values determined by us during the incoming goods inspection shall be decisive for numbers of items, weights and dimensions unless otherwise proved.
- 3.9 If the deliveries resp. services are protected by the supplier's copyrights, the supplier shall grant us the irrevocable, transferable right, unlimited in time, location and content, to use the delivery or service at our discretion for all types of use without charge, in particular to reproduce, disseminate, display, modify and process the delivery or service. Apart from the right to use software, which is part of the scope of delivery, including its documentation, to the extent permitted by law (Sections 69a et seq. *UrhG* [German Copyright Act]), we shall have the right to use software with the agreed performance parameters and to the extent required to use the product as provided in the contract. We may also make a back-up copy without express agreement.
- 3.10 The goods shall be packed so as to ensure that transport damages are prevented. The use of packaging materials shall be limited to the extent required for this purpose. Only environment-friendly, non-toxic, easily recyclable packaging materials may be used. Reuse systems are to be preferred. The supplier's obligation to take back packaging is governed by statutory provisions.

4. Force majeure

Force majeure, i.e. war, riot, strike, lockout, government intervention, shortage of energy and raw materials as well as hindrance of operation through no fault of the parties, e.g. due to fire, water and damage to machinery and all other hindrances which, viewed objectively, are not culpably caused by the parties and last longer than one week, shall release the parties from their performance obligations for the duration of the disturbance and to the extent of its effect. Events which were not unforeseeable at the time of the conclusion of the contract and for which the respective party could therefore have prepared itself (such as already known pandemics like Covid19) do not constitute a case of Force Majeure. The respective party shall be obliged to the extent reasonable to give the required information immediately and to adapt its obligations to the changed circumstances in good faith. We shall be released from the obligation to take delivery of the ordered delivery/service in whole or in part and shall have the right to rescind the contract in this respect if the delivery/service can no longer be used, taking into account economic considerations, due to delay at our company caused by force majeure resp. an industrial dispute. This is deemed to be the case if the delay lasts longer than 1 month.

5. Notice of dispatch and invoice

The information in our purchase orders and call-offs for delivery shall apply. The complete and proper invoice shall be sent only by email to eingangsrechnung@gmn.de, indicating the invoice numbers and other identifiers. It may not be enclosed with the shipments.

6. Pricing and passing of risk

Unless otherwise specifically agreed, prices are free works, duty and tax paid (DDP pursuant to Incoterms 2020) including packaging. Turnover tax is not included. The supplier shall bear the risk of accidental loss (passing of risk), unless otherwise agreed, until acceptance of the goods by ourselves or our representative at the place where the goods are to be delivered according to the order.

7. Terms of payment

- 7.1 Unless otherwise specifically agreed, we shall pay invoices either within 14 days less a 3 % cash discount, or within 30 days without deduction, as of the due date of the request for payment and receipt of both the invoice and the goods resp. provision of the service at our company. Payment shall be subject to verification of the invoice.

7.2 Invoices that are not correctly submitted (i.e. accurate, complete, correct and auditable) shall be deemed received by us only when correct. The term of payment for invoices shall begin upon receipt of a complete, proper, correct and auditable invoice in accordance with paragraph 5 and the agreed certificate. Where a delivery/service is defective, we shall have the right to withhold a proportionate amount of the payment until proper performance. We shall only be in default if the supplier has sent us a written reminder and we have no justified reasons for withholding the proportionate amount of the payment until full performance according to the contract.

8. Guarantee, warranty, product liability

8.1 The supplier warrants that all deliveries/services conform to the state of the art, comply with the relevant legal provisions and the regulations and guidelines of authorities, employers' liability insurance associations and trade associations. If deviations from these regulations are necessary in individual cases, the supplier must obtain our written consent for this. This consent shall not limit the supplier's liability for defects. If the supplier has reservations about the nature of the execution requested by us, the supplier shall notify us immediately in writing.

8.2 In the event of defects, we shall be entitled to full legal claims. By way of derogation from this, the warranty period is, however, 36 months as of passing of risk, in the case of defects of title, 5 years as of passing of risk. The statutory period of limitation for parts of a delivery overhauled or repaired within the statutory period of limitation for our claims for defects shall start to run again as of the date on which the supplier has fulfilled our claims for supplementary performance in full.

8.3 The supplier undertakes, where economically and technically feasible, to use environment-friendly products and processes for its deliveries/services and also for supplies or ancillary services of third parties. The supplier shall be liable for the environmental compatibility of the products and packaging materials supplied and for all consequential damages incurred by violation of legal disposal obligations.

8.4 The supplier shall carry out quality assurance which is appropriate in nature and scope and corresponds to state-of-the-art technology, with appropriate outgoing goods inspection and shall provide us with proof of this at first request. If requested by us, a corresponding quality assurance agreement shall be concluded with us. The parties agree that our incoming goods inspection pursuant to § 377 of the German Commercial Code (HGB), insofar as relevant for the respective contract, is limited to externally visible transport damage and deviations in quantity. In this respect, a notice period of 14 days from delivery of the goods concerned shall apply.

8.5 The supplier shall be obliged to indemnify us against damage claims if they should be asserted against us by third parties due to defects in delivery of the supplier, unless the supplier is not liable for them. In the event of defects of title, the supplier shall furthermore indemnify us against third-party claims in this respect, including the customary costs of legal defence and our administrative costs in accordance with the statutory provisions. If the supplier has produced its delivery or service according to documents provided by us or at our express instruction and could not have known that this would infringe third-party property rights, the foregoing indemnity obligation shall not apply.

8.6 If a claim is asserted against us for violation of official safety regulations or by reason of domestic or foreign product liability regulations or laws because of the defectiveness of our products which is attributable to the supplier's goods, we shall then have the right to request compensation for this damage from the supplier if this was caused by the products delivered by the supplier. This compensation shall also cover the costs of a precautionary recall. The supplier shall furthermore insure itself for an adequate amount against all risks arising from product liability including the risk of recall and upon request submit the insurance policy to us for inspection.

9. Property rights

9.1 The supplier guarantees and warrants that all deliveries are free of third-party property rights and in particular that the delivery and use of the delivery items does not infringe patents, licences or other third-party property rights.

9.2 The supplier shall indemnify us and our customers against third-party rights from any infringement of property rights and shall also bear all costs necessarily incurred by us in this connection.

9.3 We shall have the right, at the supplier's expense, to obtain approval from the owner to use the delivery items and services in question.

10. Liability of the supplier

The supplier shall be liable in an unlimited amount according to legal provisions, especially for its own negligent breach of duty and negligent breach of duty by its legal representatives or vicarious agents.

11. Liability of GMN

11.1 We shall not be liable for claims, in particular not for claims by the supplier for damages or reimbursement of expenses, for whatever legal reason, and/or in the case of breach of duty from the obligation and tort.

11.2 The above exclusion of liability shall not apply

- in the case of own intentional or grossly negligent breach of duty and intentional or grossly negligent breach of duty by legal representatives or vicarious agents;

- in the case of violation of material contractual obligations; material contractual obligations are obligations, the fulfilment of which determines the contract, and on which the supplier may rely;
- in the event of injury to life, limb and health, also caused by legal representatives or vicarious agents;
- in the case of default if delivery and/or service by a fixed date was agreed;
- where we have assumed a guarantee for the procurement of goods or the outcome of performance or a procurement risk;
- in the case of liability under the *Produkthaftungsgesetz* [German Product Liability Act] or other compulsory statutory liability.

11.3 If we or our vicarious agents are responsible only for slight negligence and none of the cases specified in paragraph 11.2 in bullet points 1, 3, 4, 5 and 6 above exist, our liability shall be limited in amount, also in the case of violation of material contractual obligations, to typical and foreseeable damages at the time the contract was concluded.

11.4 Any further liability shall be excluded.

11.5 Exclusion resp. limitation of liability according to 11.1 to 11.4 above and 11.6 shall apply to the same extent for the benefit of our executive and non-executive employees and other vicarious agents as well as sub-contractors.

11.6 If the supplier is entitled to damage claims according to this paragraph 11, these may only be asserted within a preclusion period of one year as of commencement of the statutory limitation period.

11.7 There is no connection between the reversal of the burden of proof and the foregoing provisions.

12. Quality and documentation

12.1 The supplier shall continuously verify the quality of the delivery item. The supplier shall notify us of any potential improvements immediately. The supplier shall notify us immediately in writing of any evident errors in specifications and foreseeable complications.

12.2 If minimum and/or maximum values of parameters are specified in a purchase order, the specified maximum values may not, unless otherwise agreed in writing, be exceeded in any area of the delivery item or product. Values must not fall short of the specified minimum values in any case and throughout the entire process. This shall be assured and documented by suitable test and measurement procedures. We shall have the right to request the publication of the results of such verification in writing at any time and without additional costs.

12.3 Product-specific and/or technical documentation, certificates of conformity and other documents, certificates and operating instructions required for the contractual item or its use at our option in German or English, and the marking of the parts and product and/or its packaging required by law shall be included in the scope of delivery without separate charges.

12.4 The supplier shall ensure that the delivery items can be traced exactly through batches.

13. Rights to retention of title

We can use and/or resell the delivered goods without any limitation in the ordinary course of business.

14. Execution of work

Persons who carry out work at the business premises in the performance of the contract shall comply with the respective internal rules. Liability for accidents which befall such persons on the business premises shall be excluded unless they were caused by intentional or grossly negligent breach of duty by our legal representatives or vicarious agents.

15. Contractual penalties

If the supplier defaults in remedying a defect or making a delivery, we shall have the right to request, without further proof of damage, contractual penalty in the amount of 0.3% of the respective net order price per calendar day of delay, however, not more than 5% of the net order price. The supplier shall, however, have the opportunity to prove to us that we incurred no damage or materially lesser damage. This shall not affect our further legal and contractual claims. The above contractual penalty shall be set off in full against any further damage claim.

16. Provision

Substances, parts, containers and special packaging provided by us shall remain our property. They may only be used for their intended purpose. Substances shall be processed and parts assembled for us. It is understood that we co-own the products manufactured using our substances and parts, which are stored for us by the supplier in this respect, in the ratio of the value of the substances and parts provided to the value of the product as a whole.

17. Documents and confidentiality

17.1 All business, technical or product-related information, especially calculation data, manufacturing specifications, internal production information and data, of whatever kind, made accessible by us to the supplier, including other development or manufacturing specifications to be taken from any objects, documents or data provided shall not be disclosed to third parties and may only be made available to those persons at the supplier's own company who must necessarily be involved in their use for the purpose of the delivery or service to us and who are likewise obliged, in as far as this is permitted with respect to employees under labour law, in writing to treat them as confidential. We shall

retain the exclusive title to such items. This shall not apply insofar and as long as such information is proven to be in the public domain or a legal or official obligation of disclosure exists. Such Information may not be reproduced or used commercially, other than for deliveries to us, without our prior written consent.

- 17.2 We reserve all rights to such information (including copyrights and the right to apply for industrial property rights such as patents, utility models, semiconductor protection, etc.). In the event such information was made accessible to us by third parties, this retention of rights shall also apply for the benefit of such third parties.
- 17.3 Products manufactured in accordance with documents drafted by us e.g. drawings, models and suchlike or in accordance with our confidential information or with our tools or reproduced tools may neither be used by the supplier itself nor offered or supplied to third parties. This shall also apply *mutatis mutandis* to our printing orders.
- 17.4 Any documents sent shall be sent at the supplier's risk. The risk of any deterioration including accidental loss shall, therefore, remain with the supplier until they are delivered to the place of use requested by us.

18. General provisions

- 18.1 Place of performance for deliveries and payments is Nuremberg.
- 18.2 Any disputes between ourselves and the supplier arising from and in connection with these Terms and Conditions of Purchase shall be settled exclusively before a competent Nuremberg court of law. We shall also have the right at our option to bring an action against the supplier at its place of general jurisdiction.
- 18.3 The law of the Federal Republic of Germany shall apply, to the exclusion of the UN Sales Convention (CISG).
- 18.4 Verbal agreements after conclusion of a contract, especially subsequent amendments and modifications of our Terms and Conditions of Purchase, including this written form clause and collateral agreements of any kind, shall only be valid when confirmed in writing by us. This shall not affect the precedence of an individual agreement pursuant to Section 305b *BGB*.