

General Conditions of Purchase (= GCP) of Felix Schoeller Holding GmbH & Co. Osnabrück (= FSG) and Schoeller Technocell GmbH & Co. KG (= STG) Osnabrück, Rev.: 01 June 2022

1. Area of Application

1.1 These General Conditions of Purchase (= GCP) apply to all deliveries from business partners and suppliers [hereinafter referred to as "Supplier"], of FSG and STG as well as also all enterprises affiliated with us according to Sec. 15 Company Law (AktG).

1.2 Our GCP are only applicable when the Supplier is an entrepreneur within the meaning of Sec. 14 German Civil Code (BGB) or a legal person under public law or a special fund under public law. They apply in particular to contracts on the purchase and/or delivery of movable items or rights (hereinafter referred to as goods), irrespective of whether the Supplier manufactures the goods itself or purchases them from subcontractors, whether with or without further processing. They apply in their current version also to future contacts with the same Supplier without express further reference. We will immediately inform the Supplier in case of changes in our terms and conditions.

1.3 Any conflicting, supplementary or deviating terms and conditions of the Supplier are expressly not applicable, not even when we, having knowledge of conflicting terms and conditions of the Supplier, take its delivery without reservation.

1.4 Individual agreements with the Supplier (incl. ancillary agreements, supplements and alterations) have priority over our GCP when they are at least written in a text form.

1.5 Legally relevant declarations of any kind, such as fixing of periods, reminders, notices of rescission, must be submitted at least in a text form to become effective. Therefore, the list of requirements of written form in our terms and conditions is only exemplary and not final.

2. Conclusion and scope of contract, rights and duties of the Supplier

2.1 Estimates of costs are binding and not to be remunerated, unless individually otherwise agreed in a text form.

2.2 Orders from us are only legally binding when placed in a text form. The Supplier must make us aware in a text form of any obvious mistakes and incomplete items in the order incl. order documents for the purpose of correction or completion before its acceptance; otherwise the contract is regarded as not concluded.

2.3 If the Supplier does not immediately accept the order in a text form, we are entitled to revocation. If the Supplier accepts the order with deviations, such deviations must be clearly referred to in the declaration of acceptance. In such case, a contract will only come about when we agree to the deviations in a text form. A delayed acceptance is considered a new quotation and is subject to acceptance by us.

2.4 In case of a formless business transaction, i.e. orally or by phone, the order in a text form from us is regarded as commercial letter of confirmation.

2.5 Delivery calls under continuing obligations, in the absence of deviating agreements, become binding when the Supplier does not object in a text form to be received by us within two working days (6-day week) from receipt of the delivery call.

2.6 FSG and STG can request changes in the delivery item after conclusion of the contract as far as that is

reasonable for the Supplier. In case of such change of the contract, the consequences, especially in terms of possible additional or lower costs, of product quality, well as of the delivery dates must be appropriately taken into account by both parties.

2.7 The Supplier as the manufacturer has to manufacture and supply the deliveries and services having due regard to the respective most recent state of the art. They must be in conformity with the legal and other regulations of the Federal Republic of Germany and of the EU. Moreover, they must also be in conformity with the regulations of the countries into which the deliveries and services are redistributed by us or our customers as far as we point to it before conclusion of the contract.

2.8 Information of the Supplier on the contract goods, whether from its product sheets of specifications/descriptions, are regarded as agreed qualities. The Supplier exclusively owes the delivery of goods according to specifications. They must be packaged in such a manner that a negative impact on the product is excluded and the requirements of good manufacturing practice (GMP) are met.

2.9 In the absence of an agreement in a text form, DAP (Incoterms 2020) is generally regarded as agreed.

2.10 We object to partial deliveries/partial services that have not been individually agreed and are not obliged to receive them. Partial delivery does not cause passing of the risk.

2.11 Also in case of continuous calls, we expressly object to a reservation of receipt of deliveries on the part of the Supplier that bears the procurement risk for its services and the risk of damage to or loss of goods until receipt of the delivery by us. We object to any embargo clause as well as to any reservation of performance. Any delays in the supply must be immediately notified in a text form, stating the reasons and the expected duration of the delay. The statutory rights of both parties, in particular under Sec. 313 German Civil Code (BGB) remain unaffected by our objection.

2.12 The transfer of ownership of any delivered goods to FSG and STG must be made unconditionally and regardless of the payment of the purchase price. We object to any reservation of title or current account, respectively.

2.13 FSG and STG reserve ownership rights and copyrights in representations, plans, drawings, invoices, implementing instructions, product descriptions and other documents as well as production tools, etc. As far as they are essential for the performance of the contract, the Supplier, within the scope of its expertise, is under an obligation of examination and notification as to inconsistencies, errors, contradictions or other defects. The Supplier is solely responsible for its planning and calculations for the contractual deliveries/services, even when we **release** them by approval.

2.14 The Supplier obliges itself to use all documents exclusively for the performance of the contract for FSG and STG, not to use them for own purposes or purposes of a third party and not to make them available to a third party, unless permitted by us in a text form.

2.15 The same applies to substances and materials as well as to tools, templates, samples and other items that FSG and STG make available to the Supplier for manufacturing contract products. Such items must be separately kept in custody and newly insured for our benefit to an appropriate extent against destruction and loss (**all-risk insurance**) at replacement value and must be exclusively used for the performance of the contract with us.

2.16 The involvement of sub-contractors is subject to our prior consent in a text form. Sub-contractors must already be mentioned in the quotation, stating their name and seat, including the respective scope of supply and service. By entering into respective agreements, the Supplier must ensure that a subcontractor approved by FSG and STG will, just like the Supplier itself, comply with all tasks and obligations assumed and prove it to FSG and STG upon request.

2.17 FSG and STG are entitled to conclude contracts on other deliveries and services with the sub-contractors of the Supplier.

2.18 All documents of FSG and STG must be handed over to FSG and STG at first request without any right of retention or must be deleted upon request.

3. Special confidentiality/developments and rights

3.1 The Supplier has to observe confidentiality about the conclusion of the contract, its content and scope, also beyond the end of the contract.

3.2 The Supplier further obliges itself to keep secret all information and documents marked as confidential by FSG and STG (e.g. technical and other data, measuring values, calculations, documentations, know-how, drawings), as far as they are not known to the public, not to make them accessible to a third party without our consent and to use them only for the purpose of performance of the respective order for FSG and STG. They are considered to be business secrets.

3.3 In case of research, development, design, engineering and other orders the subject matter of which is the development of a technical problem solution for us, all inventions/developments of the Supplier that it makes/obtains in performance of the contract are solely due to FSG and STG irrespective of the question of eligibility for protective rights. This includes also the right to protect the special rights by respective registration by us. The same applies accordingly to new technical know-how that is not covered by the state of the art. We grant the Supplier a simple right of utilization in such rights for the purposes of performing the contract. The Supplier will claim inventions of its employees upon request of FSG and STG. The Supplier obliges itself to communicate the employee invention and the know-how to FSG and STG in a text form within 2 weeks. The costs under the Employee Invention Act shall be borne by FSG and STG when FSG and STG claim the invention. As for the rest, the transfer of rights to us is settled by the contract prices.

4. Delivery time, scope of delivery, obligation of subsequent delivery, delay/default, stipulated penalty

4.1 Agreed delivery dates and periods are binding. Observance of the delivery date or delivery period depends on the receipt of the goods or service at the place of receipt specified by FSG and STG in the order or, without such specification, at the place of performance. We can reject excess or short deliveries at the Supplier's risk and expense due to defectiveness. In case of a delay/default in delivery, FSG and STG are entitled to all legal claims and rights without restriction. In case of a delay/default on the part of the Supplier, FSG and STG in particular can declare rescission of the contract and moreover claim damages for non-performance.

4.2 All deliveries are made free door either to the place

of performance/business seat of FSG and STG in Osnabrück or alternatively to the delivery address indicated by us in the order, customs paid, including packaging and plus transport insurance at the Supplier's expense.

4.3 The deliveries must include detailed accompanying documents from which result the exact designation of the goods, the part numbers, the order numbers, the quantities as well as the certificates of tests performed by the Supplier. Delays in the handling and payment resulting from incomplete information shall not be at the expense of FSG and STG. In case of missing shipping documents, in particular certificates of origin or supporting documents under turnover tax law, we reserve the right to refuse acceptance of the goods at the Supplier's expense and risk. With every delivery, the Supplier must issue in writing and hand over a respective declaration of identity as well as a test certificate of conformity per delivery/service. The Supplier obliges itself to provide us, free of charge and in good time before the delivery, with all necessary product information, as far as required like safety data sheets, processing information, instructions of use, etc., in German and English language and to give us all information and documents required for proper distribution in conformity with the laws. Any subsequent changes in and updates of the above-mentioned product information must be communicated to us in a text form by the Supplier and made available to us free of charge and in good time as well.

4.4 For the period of the usual service life of the delivery items, the Supplier is obliged to keep necessary replacement goods in stock and deliver them within a reasonable period as usual in the business relationship. The Supplier guarantees availability of its goods over a period of at least 5 years from the date of the last delivery. Furthermore, the Supplier is obliged, in case of cessation of the production of replacement goods, to inform us immediately in a text form when it will discontinue the supply so that FSG and STG can purchase sufficient replacement goods. The Supplier is obliged to notify the fact not later than 6 months before cessation so that FSG and STG still can order replacement goods to the necessary extent for keeping them in stock.

4.5 In case of delay/default in delivery, FSG and STG – apart from further statutory claims – shall be entitled to demand lump-sum compensation for the damage caused by default in an amount of 0.3 % of the net order value per working day (6-day week), in case of agreed partial deliveries 0.3 % of the pro-rata value of the delivery, but not more than maximally 5 % of the total net order value of the delivery. FSG and STG shall have the right to prove a higher damage. In such case, the lump-sum amount is set off against the damage. The Supplier shall have the right to prove that there has not resulted any damage at all or only a substantially lower damage than the lump-sum amount.

5. Prices and terms of payment

5.1 All prices stated in the order are fixed prices including all ancillary costs. The prices are net prices in EURO and include delivery "free door" (DAP, Incoterms 2020), just like packaging, third-party transport insurance, customs duties including ancillary expenses, as well as installation/fitting, if necessary. At the request of FSG and STG, the Supplier shall take packaging material back and dispose it of at its expense.

5.2 Under continuous obligations, we expressly object to

claims for price increase of the Supplier, even when there is a period of more than 4 months between conclusion of the contract and delivery.

5.3 The agreed price is due within 30 calendar days from complete delivery and service (incl. acceptance that may have been agreed) as well as access to a properly issued invoice that must contain all order codes and item numbers from our order. When FSG and STG settle the payment within 14 days from maturity, the Supplier shall grant FSG and STG a 2% discount. With bank transfers, the payment is made in due time when FSG and STG give the transfer instruction to the bank before expiry of the payment period. FSG and STG do not owe any maturity interest, default interest is annually 5 % above the base interest rate. Entry into default in any case is subject to a reminder at least in a text form given by the Supplier.

5.4 Payments do not constitute a recognition of the delivery or service as being in conformity with the contract; they are also made subject to invoice verification and inspection of goods.

5.5 In case of defective delivery or service, including also wrong delivery, short performance and excess performance, FSG and STG shall be entitled to retain payments in a reasonable amount. Rights of set-off and retention as well as the objection of a non-fulfilled contract are due to FSG and STG to the legal extent. FSG and STG are in particular entitled to retain due payments, also from a current account relation, in a reasonable amount as long as FSG and STG are still entitled to claims against the Supplier from incomplete or defective deliveries/services under the same business relationship.

5.6 The Supplier is only entitled to rights of retention based on counter-claims from the same legal relationship that have become *res judicata* or are undisputed, provided the legal conditions for it are met.

6. Quality control/warranties/liability/limitation period/audits/checks

6.1 The commercial obligations of examination and complaint according to the legal provisions of Sections 377, 381 Commercial Code (HGB) are limited with the following proviso: Our obligation of examination is limited to defects that become openly apparent upon receipt of the goods under external visual inspection, including the delivery documents made available by the Supplier, this refers for example to transport damage, wrong or short deliveries, or defects that are visible in a quality control using sampling procedures. With an agreed acceptance, there is no obligation of examination. As for the rest, it is of relevance in how far an examination is expedient at all considering the conditions of the individual case; in drop shipment transactions, there is no examination. Our obligation of complaint with regard to defects detected later remains unaffected. In any case, our notification of defect is regarded as made in due time when it is given within 10 days from detection or, in case of obvious defects, within 3 working days.

6.2 The Supplier is obliged to examine materials / raw materials provided by FSG and STG immediately upon delivery as to obvious and visible defects incl. transport damage. In any case, the Supplier is obliged to examine provided goods / raw materials as to freedom from defects before their further processing. The Supplier is obliged to notify every detected defect immediately at least in a text form and in advance by telephone to FSG and

STG.

6.3 With regard to our rights in relation to all defects of quality and title, including wrong and short delivery, and other breaches of duty on the part of the Supplier, the legal regulations are expressly applicable without limitation. In deviation from Section 442 Subsec. 1 Sent. 2 German Civil Code (BGB), all claims based on defects shall also be due to FSG and STG without reduction when the respective defect has remained unknown to both parties upon conclusion of the contract due to gross negligence.

6.4 We object to any limitation of liability with regard to the legal rights of recourse. In any case, FSG and STG are entitled to demand rectification of defect or replacement delivery at their own choice. In such case, all expenses for the rectification of the defect or the replacement delivery shall be borne by the Supplier; this includes also possibly necessary removal and installation costs including other ancillary costs in this connection that are caused by the fact that the defective delivery was further processed and maybe was installed at a third party and must be removed again. The right to damages, in particular the right to damages in lieu of performance or apart from rescission expressly remains reserved.

6.5 The costs incurred by us and our customers for the purpose of examination and rectification shall also be borne by the Supplier when it turns out after the examination that the defect is attributable to the defectiveness of the goods.

6.6 In case the Supplier should fail to rectify the defect immediately upon request of FSG and STG, FSG and STG shall, in urgent cases, in particular for averting imminent dangers or avoiding major damage, have the right to rectify it themselves at the Supplier's expense or have it rectified by third parties, irrespective of the right of FSG and STG to cause the substitute performance themselves at the Supplier's expense in the aforementioned urgent cases. We are also entitled to demand reasonable advance payment for the performance of such measures.

6.7 Claims based on defects – on whatever legal ground – become statute-barred 36 months after delivery, subject to longer statutory periods of limitation, especially with regard to the delivery of building materials. If acceptance has been agreed, the limitation period commences upon acceptance of the overall delivery/service. The limitation period for contingent claims from an infringement of protective rights is at least 3 years. It only commences with our knowledge of such claims against us. It has a duration of not more than 10 years from the infringement.

6.8 We are entitled, subject to a respective notification 3 day in advance, to check the quality of the material used, dimensional and quantity accuracy and other quality of the manufactured parts as well observance of the other provisions of our order at the factory of the Supplier and its sub-contractors during the production and before the delivery. The factual costs of the production checks and inspections shall be borne by the Supplier when we had a reason for such checks or inspections or when there are detected defects that would have impaired/prevented the performance of the contract.

7. Protective rights of third parties

7.1 The Supplier warrants that the subject matter of the contract is free from rights of third parties. In the event of an infringement of rights of a third party, the Supplier shall indemnify FSG and STG against all claims at first request.

7.2 Assertions of claims by third parties will be immediately notified to the Supplier at least in a text form by FSG and STG.

7.3 If the exploitation or utilization of the delivery item by FSG and STG is impaired due to existing protective rights of a third party, the Supplier shall, at its own expense, either procure the respective authorization or alter the delivery/service or equivalently manufacture/exchange it in such a manner that the exploitation or utilization of the delivery is not in conflict with protective rights of a third party anymore and it simultaneously corresponds to the contractual stipulations. The alteration or exchange must be reasonable for FSG and STG.

8. Product liability

8.1 In the event FSG and STG should be held liable under product liability, the Supplier shall be obliged to indemnify FSG and STG against such claims as far as the damage was caused as a whole or in part by a fault of the contract item delivered by the Supplier.

8.2 In the cases under Subsec. 8.1 above, the Supplier shall assume all costs and expenses, including the costs of a prosecution or recall, if applicable. As for the rest, there apply the legal provisions.

8.3 The Supplier is obliged to maintain, during the contract term and for the period of warranty and of entitlement to replacement goods according to Subsec. 4.4 above, a product liability insurance with an appropriate insurance cover and to submit proof thereof upon request.

8.4 If within the framework of such liability, recall/replacement measures, public warnings, legal prosecutions or other preventive measures should be necessary, the Supplier shall finance the costs and expenses incurred by us by way of advance payment; we shall be obliged to render a statement of account after performance. We will inform the Supplier - as far as possible and reasonable - about content and scope of the measures.

9. Rights and duties in connection with provided items

FSG and STG reserve title to the tools that FSG and STG may make available to the Supplier. As far as FSG and STG provide the Supplier with parts/goods, any processing and transformation is made by the Supplier for FSG and STG. If such goods subject to retention of title are processed with other items not owned by FSG and STG, FSG and STG will acquire co-ownership of the new object in the proportion of the value of the item of FSG and STG (purchase price plus VAT) to the other items at the time of processing. If the commingling/combination is made in such a manner that the item of the Supplier is to be considered the main item, it is agreed that the Supplier shall transfer ownership on a pro-rata basis to FSG and STG; the Supplier shall keep the sole property or co-owned property in custody for FSG and STG. The same applies to the further processing of the delivered goods by FSG and STG so that FSG and STG are regarded as manufacturers and acquire title to the delivered product according to the provisions of law at the latest with the further processing.

10. Legal consequences of force majeure

10.1 FSG and STG shall not be held responsible for the failure to perform bindingly agreed purchases when FSG and STG render proof that the non-performance was

caused by an impeding reason beyond their sphere of influence and that FSG and STG cannot be reasonably expected to have considered the impeding reason already upon conclusion of the contract or to avoid or overcome the impeding reason or its consequences (events of force majeure are inevitable events, such as natural disasters, earthquakes, floods, tempests, volcanic eruptions, minor chances, unrest, blockade, fire, civil war, embargo, hostage-taking, war, revolution, sabotage, [strikes as far as taking place at a third party,] terrorism, traffic accidents, pandemics/epidemics, disruptions of production). If the non-performance is based on non-performance on the part of a third party that FSG and STG use for performance of the contract, they are only released from liability, i.e. do not have to purchase, when they are released according to sentence 1 above and the third party would be released according to sentence 1, too, if sentence 1 was applicable to it. The release basically applies for the period during which the impeding reason exists. In such cases, FSG and STG are obliged to notify the Supplier of the impeding reason and its effects on their ability to perform immediately after getting knowledge of the impeding reason. A failure to observe this obligation to inform within a reasonable period shall cause that FSG and STG will be liable for the damage resulting from non-receipt of the information. The mechanisms for release from liability under this clause are final. National law only applies in addition subordinately; in case of inconsistencies, these GCP shall take priority.

10.2 If the conditions of Subsection 10.1 above are met, FSG and STG shall be released from the obligation to purchase within the above meaning as well as from any claims for damages. When there is a possibility to shift the purchase to a later point of time and FSG and STG can be reasonably expected to do so, the Supplier shall be entitled to deliver the contract products at the later point of time to be specified by FSG and STG in such case and FSG and STG shall be obliged to accept them. If such a possibility does provably not exist, FSG and STG are authorized to withdraw from the contractual relationship as a whole or in part without damages/penalties. Proof shall be rendered by FSG and STG.

11. Supplier's duties to inform, early termination of the contract in case of cessation of payment, insolvency

11.1 The Supplier has to inform FSG and STG without delay in a text form about any transfer of contract occurring by operation of law and/or any change of the firm name, relocation of the seat and change of the Supplier's ownership structure by more than 50%.

11.2 If the Supplier ceases to make payments or execution is levied against its assets and is not discontinued within a period of three weeks or if a preliminary insolvency administrator is appointed or insolvency proceedings are instituted against its assets, FSG and STG shall be entitled to terminate the contract as a whole or in part without sanction with immediate effect or, as an alternative, withdraw from it. The Supplier must refund any payment on account received without right of retention. Deliveries made must be returned by the Supplier as well.

11.3 If FSG and STG choose termination of the contract in the above cases, the deliveries/services performed until that time shall only be accounted for at contract prices to the extent they can be properly used. The damage incurred

by FSG and STG shall be taken into consideration in the statement of account.

12. Applicable law/place of jurisdiction/place of performance/final provisions

12.1 The relationship between the parties is governed by the laws of the Federal Republic of Germany. The provisions of UN Sales Law (CISG) are excluded.

12.2 The place of jurisdiction for all disputes shall be Osnabrück. FSG and STG shall be moreover entitled to sue the Supplier at their option before the court of its business seat or its branch establishment or before the court of the place of performance.

12.3 The place of performance for all deliveries and services under this contract shall be Osnabrück.

12.4 The Supplier agrees that, for handling the business transaction, FSG and STG may store, process and, if applicable, transmit to third parties company-related and personal data of the Supplier and its staff to the extent this is required within the framework of handling the contract performance and shall ensure procurement of the respective consents. We assure compliance with the regulations under the GDPR

12.5 If any individual parts of these GCP should be or become legally ineffective, that shall not affect the effectiveness of the remaining provisions. The invalid provision shall be replaced by an effective provision that comes as close as possible to the economic purpose of the ineffective provision.