General Terms and Conditions of Purchase of HUESKER Synthetic GmbH for transactions with companies - status July 2026 (including Annex "Privacy Policy")

1. General / Scope of application

1.1 Our General Terms and Conditions of Purchase shall apply exclusively. We do not acknowledge any terms and conditions of the Supplier which are contrary to or differ from our General Terms and Conditions of Purchase unless we have expressly approved their validity in writing. Our General Terms and Conditions of Purchase shall also apply exclusively if we accept the Supplier's delivery without reservation, in the knowledge of terms and conditions of the Supplier which are contrary to or differ from our General Terms and Conditions of Purchase.

The HUESKER Compliance Guideline, which can be called up at www.huesker.de/agb, is also an integral part of our General Terms and Conditions of Purchase. The Supplier shall notify HUESKER immediately if the HUESKER Compliance Guideline is not available to the Supplier at www.huesker.de/agb, irrespective of whether this is due to a technical or personal hindrance. In such case, HUESKER shall immediately make the Guideline available to the Supplier by other means free of charge.

1.2 Upon making the first delivery or providing the first service on the basis of these General Terms and Conditions of Purchase, the Supplier acknowledges the respective current version of the terms and conditions for all further deliveries too. We shall make the current version of our General Terms and Conditions of Purchase available to the Supplier at first request without charge.

1.3 Any framework agreements or individual agreements concluded between the parties shall have priority over these General Terms and Conditions of Purchase. Unless more specific provisions are made therein, such agreements shall be supplemented by these General Terms and Conditions of Purchase. All agreements reached between ourselves and the Supplier for the performance of a contract must be set down in writing in the contract.

1.4 Our General Terms and Conditions of Purchase including the HUESKER Compliance Guideline shall apply exclusively to companies pursuant to Section 14 BGB [German Civil Code] i.e. to such natural persons or legal entities or partnerships having legal capacity which are performing their commercial or independent professional activities when concluding the contract.

2. Data, illustrations, formulas, drawings, calculations provided

2.1 We shall retain ownership rights and copyrights to illustrations, formulas, manufacturing instructions or instructions for use, drawings, calculations and other documents and data provided by us. They may not be disclosed to third parties without our express written consent. Furthermore, they may *only* be used for processing our purchase order and must be returned to us, including all copies, after the purchase order is processed without being asked to do so. They must be kept secret with respect to third parties unless there is an official or legal obligation of disclosure. If these illustrations, formulas, drawings, calculations and other documents are contained in data, these must be deleted completely at any time at our first request, and their deletion confirmed in writing or text form immediately.

2.2 If data are provided according to para. 2.1, we shall also have the right to the Supplier making an appropriate declaration to cease and desist with a penalty clause with respect to the further use of the data. We can in such case specify the amount of the penalty according to our reasonably exercised discretion (Section 315 BGB [German Civil Code]).

2.3 Products, produced by the Supplier or the Supplier's vicarious agents, according to documents and/or formulations and/or data (e.g. drawings, samples or models and the like) created by us and/or our vicarious agents or according to information from them, identified or designated as confidential, or with such formulas, characteristics and/or properties of a product not in the public domain or their tools or reproduced tools may neither be used by the Supplier itself nor offered or supplied to third parties. The Supplier shall agree that the vicarious agents the Supplier uses shall be bound by this as well and as third-party beneficiary contract for our benefit.

3. Supplier's quotations

3.1 The Supplier's quotations shall be given in writing or text form.

3.2 The Supplier's quotations must describe the delivery item and/or the service to be provided in full, and shall list in full all necessary additional products and/or services required for us to use the delivery item/service safely and efficiently, and shall specify their price separately in the quotation.

3.3 Goods or parts of goods and/or services or parts of services which are not listed in the Supplier's quotation but which are indispensable for the safe and efficient operation or relevant use of the goods and/or service shall be deemed, unless otherwise agreed, an integral part of the delivery item and/or service and as due from the Supplier together with the item and/or service without further remuneration.

3.4 The Supplier shall expressly indicate in its quotation in writing or text form any dangers to life, limb or health or other dangers and environmental hazards connected with the delivered goods or the service to be provided and any need for special handling required that deviates from the usual handling of the goods.

3.5 The Supplier is aware that we shall examine and that we have to examine the Supplier's quotation in terms of whether the Supplier adheres to the general principles of corporate compliance in its business operations. We shall have the right to reject quotations from the Supplier also because the Supplier is not able or willing on request to prove its adherence to the principles of corporate compliance or does not accept the principles of corporate compliance pursuant to the HUESKER Compliance Guideline.

3.6 Unless otherwise agreed, the performance shall be offered as performance by the Supplier "strictly itself".

4. Declaration of acceptance / Conclusion of contract / Performance of service / Order processing / Acceptance

4.1 In order to allow our orderly controlling of the contract, only written purchase orders (in the form of a telefax shall suffice), duly printed by us on our purchase order form shall be valid. Alternatively, we can also submit our declaration of purchase in text form (email) with our sender identification.

Amendments to and modifications of the purchase order shall only be valid when given in writing. This shall also apply to the cancellation of the written form requirement itself, whereby this shall not affect the precedence of an individual agreement according to Section 305 b BGB for individual agreements of any form. Our silence regarding the Supplier's quotations, requests or other declarations shall only be deemed to be our consent if this was expressly agreed. The order shall be based exclusively on the content of the purchase order.

4.2 The Supplier shall be obliged to specify our purchase order number and the ordering party exactly on all shipping documents and delivery notes. If the Supplier fails to do so, we shall not be responsible for delays in processing and payment.

4.3 The Supplier must confirm the purchase order in writing or text form within 5 working days at the Supplier's registered office after receipt of the purchase order, whereby our receipt of the confirmation shall be decisive. After expiry of this period, we shall have the right, unless otherwise agreed, to revoke our purchase order. Claims by the Supplier based on a valid revocation of the order for this reason shall be excluded.

4.4 We ask the Supplier to submit the order confirmation as a single copy. The Supplier's quotations shall be submitted free of charge and they shall be without binding force for us.

4.5 As regards supply quantities (number of items, weights and dimensions), values determined by the authorities, or in the absence of such values, the values determined during our incoming goods inspection shall prevail. For all shipments, especially shipment by lorry, the supply quantities must be stated in the shipping documents of the goods.

4.6 If our purchase order or the documents on which this is based or data contain obvious errors, typing and calculation errors, we shall not be bound in this respect. On the contrary, in such cases, the Supplier shall be obliged to notify us in writing or text form of the relevant errors to allow us to correct and replace our purchase order. If documents which are obviously required are not forwarded with the purchase order, this obligation shall apply accordingly.

4.7 The Supplier shall at our request grant authorities and employers' liability insurance associations, which are responsible for

product safety, access to the Supplier's production process, and provide us with every support in this connection, which is economically, logistically and technically reasonable for the Supplier, if authorities approach us because they are inspecting one of our products or because of supposed statutory violations by such products, on which the Supplier has cooperated by making a delivery or providing sub-contractor services or has thereby enabled the production.

4.8 If the Supplier accepts our purchase order only with deviations, the Supplier must identify these deviations by highlighting them in its order confirmation; they shall not otherwise prevail.

4.9 The Supplier shall furthermore expressly indicate to us in writing or text form any changes to contract terms or ordering information and/or purchase conditions.

The Supplier shall notify us of any amendments/extensions of the scope of the contract, the necessity of which only becomes evident when the contract is performed, immediately in writing or text form. The amendments/extensions shall have legal effect only upon our express consent.

4.10 Unless otherwise agreed, the Supplier warrants that, when the purchase order is accepted in the case of assembly, repair or construction services, the Supplier has informed itself about the manner of execution and scope of the service by inspecting the plans available at our company. If the Supplier uses sub-contractors, the Supplier warrants that such sub-contractors shall fully comply with the provisions of the contract concluded with the Supplier as well as these General Terms and Conditions of Purchase. The Supplier shall be liable for the conduct of the sub-contractors used by the Supplier as for the Supplier's own conduct.

4.11 In the case of safety-related parts in delivery items, which are specially marked e.g. with an "X" in the exchanged technical documents or specified by separate agreement with the Supplier, the Supplier must in addition state in specific records how, when and by whom the delivery items were tested for characteristics which have to be documented and the results provided by the required quality tests. These test documents must be kept for us free of charge for 10 years after completion of the order for us and submitted to us if required free of charge. If permitted by law, the Supplier must oblige any upstream suppliers to the same extent.

4.12 *Before* dispatching the goods, the Supplier must notify us in writing or text form (email) of the supply quantity, weight and date of dispatch as well as the receiving office specified in the purchase order.

Our signature on certificates of dispatch, confirmation of receipt or delivery notes does not constitute acknowledgment of the completeness of the delivery or the absence of defects in the delivered products.

4.13 The Supplier must specify to us and request from us documents to be provided by us in due time and in writing.

4.14 If the Supplier has to provide samples of materials, test reports, quality documents or other documents and/or data according to the terms of the contract or as accessory obligation, the completeness of the delivery and/or service shall also require that such documents are provided in full.

4.15 If waste is produced within the scope of the Supplier fulfilling the contract, the Supplier shall, unless otherwise agreed, remove and dispose of such waste itself at its own expense according to the relevant waste legislation. Ownership, risk and responsibility according to waste legislation shall pass to the Supplier at the time the waste arises.

4.16 We shall have the right for good cause to request the removal of personnel employed by the Supplier in the case of contracts for work and services. Good cause shall exist in particular when there is objectively justified doubt about the necessary experience and/or qualification to bring about the result of performance due according to the contract and/or such personnel fail to comply with health and safety/environmental protection regulations. The Supplier undertakes in such case to provide a qualified substitute immediately. Any costs connected with a change in personnel shall be borne by the Supplier. This shall not affect the deadlines agreed.

4.17 The Supplier must give notice of the need to enter our business premises in due time. Instructions given by our personnel must be followed in order to comply with the company safety regulations.

4.18 Unless otherwise agreed, the Supplier undertakes to render performance strictly itself.

5. Prices, payment, invoice / Assignment / Set-off, retention / Packaging, waste disposal

5.1 Unless otherwise agreed in writing, prices agreed are fixed prices and, unless otherwise agreed in writing, include all costs for packaging, transport to the agreed receiving or shipment centre (delivery DDP - Incoterms 2020), for customs formalities and customs. Unless otherwise agreed, the place of delivery shall be deemed our registered office.

Prices shall include the applicable value-added tax unless the price is expressly designated a net price.

5.2 Where orders are subject to the Supplier's price reservation, we shall have the right to rescind the contract if we do not agree with the price specified in the confirmation. We shall contradict unilateral price adjustment rights of the Supplier. They shall not be accepted by us.

5.3 We can only process invoices if they state the purchase order number and ordering party given on the purchase order, according to the specifications on our purchase order, and can be verified. If such information is not stated, we shall not be responsible for any delays in processing and payment.

5.4 Unless otherwise agreed, we shall pay incoming invoices received by us as follows:

- with a 3 % cash discount within 14 calendar days of receipt of the delivery or acceptance of the service and receipt of the invoice;
- net within 30 calendar days of receipt of the delivery or acceptance of the service and receipt of the invoice.
- Deductions of cash discount shall also be admissible if we avail ourselves of a right of set-off.

5.5 Payments shall not constitute acceptance or waiver of any notice of defects and shall not represent any acknowledgement of performance in accordance with the contract.

5.6 If early delivery is taken, the due date, unless otherwise agreed, shall correspond to the delivery date originally agreed.

5.7 In the event of incomplete or incorrect delivery, we shall have the right to withhold payment in whole or in proportion to the value until proper performance.

5.8 The invoices to be issued are to be sent digitally to onlinerechnung@huesker.de, as condition for the amount owed becoming due, after fulfilment of the contract according to the respective purchase order. All accounting records must be attached in full. Invoices for partial services must be marked "invoice for partial service", final invoices marked "invoice for residual service".

The Supplier undertakes, as condition for the amount owed becoming due, to transmit a declaration of origin of goods (declaration and proof of country of origin - "**proof of origin**") in German or English. If the country of origin of the goods to be delivered changes, the Supplier must inform us of this immediately in writing or text form. If the Supplier culpably violates one of the foregoing obligations regarding the proof of origin, the Supplier shall indemnify us against any damages arising from this for us and any reasonable, customary and proven expenses, especially increased customs charges and taxes. Section 254 BGB (contributory negligence) shall remain unaffected.

5.9 If advance payments are agreed, they shall only be due, where amounts are more than EUR 5,000.--, when the Supplier has provided us with an absolute guarantee, issued by a German financial institution or German savings bank which participates in the Deposit Protection Fund, to secure the advance payment.

5.10 The Supplier shall only have a right of retention and set-off against our claims for those claims which have been acknowledged by us or recognised by declaratory judgment. This shall not apply to rights of set-off of the Supplier if the claim for set-off made by the

Supplier is based on a culpable violation of a main obligation on our part arising from the obligation with the Supplier.

5.11 The Supplier may only assign claims against us with our consent unless these are pecuniary claims (Section 354a *HGB* [German Commercial Code].

5.12 The Supplier shall pack the products to be delivered only in environment-friendly packaging material or environment-friendly containers so as to ensure that transport damages are prevented. Packaging of the respective shipment shall be included in the price unless otherwise expressly agreed by us with the Supplier. Where delivery or assembly is performed by the Supplier, the Supplier shall dispose of any waste generated free of charge.

5.13 If, by way of exception, we and the Supplier have reached other agreements, the Supplier shall charge for packaging at cost price. In such case, the Supplier must select the packaging specified by us. The Supplier must request us to make this selection in writing or text form. If this packaging selected by us is not suitable to package the delivery item safely and appropriately, the Supplier shall notify us of this immediately in writing or text form.

5.14 If the packaging used to ship the goods is invoiced separately on the basis of an agreement, we shall be free to make the packaging available again to the Supplier in a serviceable condition, carriage paid, in exchange for a credit of at least 2/3 of the calculated value, unless we have expressly agreed otherwise with the Supplier. The Supplier shall be free to prove that the value of the returned packaging is considerably (greater than 10 %) lower. In this case, the refund shall be adjusted accordingly.

5.15 In the case of para. 5.14 above, we shall have the right to forward the packaging to the Supplier at its expense.

6. Sub-contracts / Transfer of rights and obligations

6.1 The Supplier is on principle entitled to award sub-contracts unless the Supplier has agreed to perform strictly itself. However, we shall have the right to object to the placement of sub-contracts by the Supplier for good cause if the sub-contract placed materially affects our interests. In such case, the Supplier must perform the order itself. Good cause is deemed to exist in particular if the sub-contractor does not, when considered objectively, warrant that the contract shall be fulfilled as agreed or has violated our company safety regulations in the past in the case of services to be performed on our company premises. The Supplier shall be liable for the conduct of sub-contractors as if such conduct was its own.

6.2 The Supplier shall not have the right to transfer rights and obligations arising from the contractual relationship concluded with us - subject to the provision in para. 1 - without our consent. Section 354a HGB [German Commercial Code] (assignment of pecuniary claims).

7. Delivery / Delivery period

7.1 The delivery dates and periods agreed must be complied with. The date of receipt of the goods at our premises or at the agreed place of delivery shall be decisive for compliance with such dates and periods.

7.2 We shall have the right, unless otherwise agreed, to request the Supplier to delay the delivery and/or service by up to 4 weeks free of charge. The Supplier shall not be entitled to assert any claims for delay in delivery against us in this context. During the above-mentioned period, the goods to be delivered shall be stored at the Supplier's risk. Furthermore, we shall have the right to request a further delay in delivery of up to 6 months, during which time the goods shall also be stored at the Supplier's risk. In this case, we shall be obliged to reimburse the Supplier for proven, reasonable and customary costs of storage and insurance of the goods and to pay at the latest 4 weeks after the payment date arising from the original delivery date and proof of the above-mentioned costs by the Supplier.

7.3 The Supplier shall be obliged to notify us immediately in writing or text form if circumstances arise or become known to the Supplier indicating that agreed dates for the delivery or service cannot be met. This shall also apply if the Supplier is not responsible for delays in delivery. We shall be entitled to compensation from the Supplier for resulting damage if this obligation is violated.

7.4 Where the delivery or service is provided earlier than agreed, we reserve the right to return the delivery at the Supplier's expense or to refuse performance of the service. If goods delivered prematurely are not returned, the goods shall be stored at the Supplier's expense and risk until the delivery date.

7.5 We shall only accept partial deliveries or partial services when expressly agreed in writing. If partial deliveries are agreed, the residual quantity to be delivered must be clearly specified.

8. Passing of risk / Documents

8.1 Delivery shall be made in principle free domicile DDP and at the risk of the Supplier until the date on which delivery is completed, and, in the case of services provided under contracts for work, until the date of acceptance at the contractually agreed receiving office or place of use.

8.2 The Supplier shall be obliged within the context of the business relationship to handle each individual purchase order separately in all business correspondence. The Supplier shall be required to specify at least the full purchase order number, purchase order date and ordering party's reference as well as our transaction number in all correspondence e.g. emails, letters, dispatch notes, delivery and packing notes, invoices, consignment notes, dispatch addresses etc.

8.3 The above-mentioned documents such as invoices, delivery and packing notes must be attached to each consignment in duplicate. Invoices must be sent to us under separate cover. In the case of deliveries of goods, these documents must at least include:

Quantity and unit of quantity, gross, net and, if applicable, calculated weight, purchase order number, article description, residual quantity in the case of partial deliveries and our article number.

8.4 In the case of freight consignments, an advice note must be sent to us separately on the date of shipment. If the Supplier fails to do so, we shall not be responsible for any delays in processing and delays in payment as a result.

8.5 We shall have the right to request the Supplier to submit certificates of inspection with respect to the delivery items in German or English free of charge.

8.6 In the case of contracts for work and such sales contracts where acceptance of the delivery item is agreed or prescribed by law, the risk shall pass only when we accept the service and/or delivery.

9. Default

9.1 In the event of default in delivery, we shall have full recourse to statutory claims. In particular, we shall have the right to request damages in lieu of performance after a reasonable period has elapsed without success and/or to rescind the contract. If we request damages, the Supplier shall have the right to prove that it was not responsible for the breach of duty where the Supplier has not agreed a guarantee with us in the legal sense or has assumed a procurement risk pursuant to Section 276 BGB.

9.2 In the event of default in delivery and/or the performance of a service, we shall have the right to request a contractual penalty of 0.5 % of the net remuneration for the delayed delivery resp. service for each full week of default but not more than a total of 5 % of the net remuneration for the delayed delivery resp. service. We reserve the right to further statutory claims, in particular damage claims, but subject to the contractual penalty being set off in full.

9.3 In the event of delay in delivery and/or the performance of a service that is imminent or has already occurred, the Supplier shall allow us on request to inspect all relevant documents in connection with the relationship and specify all relevant sub-suppliers and suppliers to us. The Supplier shall, however, only be obliged in this respect to disclose company or business secrets within the meaning of Section 2 (1) of the *Gesetz zum Schutz von Geschäftsgeheimnissen* (*GeschGehG*) [German Trade Secrets Act] if a non-disclosure agreement is concluded which obliges us to respect confidentiality.

9.4 If we consider it necessary in the event of the Supplier's delay in delivery or in performing a service, the Supplier shall grant us the rights to contact all the sub-suppliers and suppliers in question directly in order to avert any resulting delay in delivery and/or in performing a service resp. to reduce the delay as far as possible.

9.5 If the circumstances in para. 2 and 3 above exist, full responsibility for the order shall remain with the Supplier.

9.6 Taking delivery of a late delivery shall not constitute any waiver of damage claims and the contractual penalty.

10. Change management

10.1 The need for changes to the contract content cannot always be avoided, also due to change requests from final customers. We shall have the right, therefore, to request changes to the delivery item and/or service, also after the contract is concluded, according to the regulations set forth below, if, when considered objectively, the deviations, taking into account the Supplier's business and its production and/or service knowledge and order book, can be reasonably expected of the Supplier technically and logistically. The Supplier shall review the change request without delay and notify us immediately in writing of its effect on the contract framework. This notification duty shall include a declaration as to whether the desired changes are at all feasible technically and/or logistically and expedient and a declaration concerning the effects of the change requests on the contract framework agreed to date, such as the concept, periods, deadlines, acceptance modalities and remuneration, in the form of a quotation. We shall then give the Supplier a decision immediately on the implementation of the changes.

10.2 In the case of a positive decision and agreement on the changes to the contract terms, the change to the purchase order shall become an integral part of the contract.

10.3 Where changes are technically insignificant and economically insignificant for the Supplier, the Supplier cannot request a change to the contract terms.

11. Acceptance

11.1 All services provided by the Supplier, for which acceptance is possible, are subject to formal acceptance by us as condition for due payment. If the inspection of the Supplier's services requires the start-up of an entire plant, acceptance shall take place only after the successful conclusion of the agreed function tests. Otherwise the test period shall be 4 weeks after receipt of the Supplier's written notification of completion unless otherwise agreed. The Supplier shall waive any objection to a delayed notice of defects in this respect.

11.2 If the Supplier has to provide a service that requires our acceptance, the Supplier shall be obliged to notify us in writing or text form of its request for acceptance at least 14 calendar days prior to the acceptance date to be agreed.

11.3 If defects are established at the acceptance test, partial acceptance of services which are free of defects shall be possible after agreement with us. This partial acceptance shall, however, not be deemed final acceptance within the meaning of Section 640 BGB.

11.4 Acceptance shall require a written acceptance report signed by the parties. Fictitious acceptance shall be expressly excluded if we do not use the work result as intended commercially on a permanent basis for purposes other than for test purposes i.e. for more than 14 calendar days.

12. Inspection for defects / Warranty / Liability for defects / Limitation of claims due to material defects and defects of title / Liability

12.1 The Supplier warrants and within the scope of application of the UN Sales Convention (CISG) guarantees that all deliveries/services conform to the current state of the art at the time the contract was concluded and to the agreed specifications and fully comply with the requirements specified in Section 434 BGB and also comply with the relevant legal provisions and regulations and the guidelines of authorities, employers' liability insurance associations and trade associations of the Federal Republic of Germany and the European Union, in particular also, where applicable, the Machinery Directive of the European Union, and the country of use notified prior to conclusion of the contract and do not infringe any rights of third parties. The Supplier also warrants and within the scope of application of the UN Sales Convention (CISG) guarantees that the products delivered and packaging materials are environment-friendly.

The Supplier undertakes to comply with all relevant statutory provisions and guidelines relating to the delivery item and/or the services covered by the contract. If compliance with technical regulations and standards such as CE, CSA or UL specifications has been agreed for the products or their components, the Supplier shall provide proof of this and make it available to us with the invoice as condition for the payment claim becoming due.

12.2 Unless stipulated otherwise, we shall be obliged to inspect the goods for any qualitative and quantitative deviations within a reasonable period. Our notice of defects shall be deemed to be provided in due time if, in the case of visible defects, it is received by the Supplier within a period of 5 business days at our registered office as of full receipt of the goods or, in the case of hidden defects, as of discovery of such defects. The Supplier shall waive in respect of ourselves any defence of a delayed notice of defects.

12.3 If we reached a specific quality assurance agreement with the Supplier, the duty to inspect the goods shall be limited to transport damage, and an identification and quantity inspection.

This shall also apply if the Supplier is certified pursuant to ISO 9000 et seq., has advertised with this certification, and did not notify us in writing within a period of 12 days of conclusion of the contract that this meaning is not to be linked to the certification.

12.4 We shall be entitled in full to statutory claims for defects and, within the scope of application of the UN Sales Convention (CISG), the rights arising therefrom in the event of a defective delivery and/or service.

We shall have the right at our option to request the Supplier to remedy defects or deliver a new article.

12.5 If the delivered products or the service provided do not correspond to the properties due, the Supplier shall be liable for all damages resulting therefrom including consequential damages.

12.6 If the Supplier defaults in remedying a defect, we shall have the right to request a contractual penalty for default in remedying the defect of 0.5 % of the net remuneration agreed for the defective delivery and/or service for each period of default of 7 calendar days or part thereof but at most 5 % of the agreed net remuneration for the defective delivery without further proof of damage. The Supplier shall, however, have the opportunity to prove to us that we incurred no damage or materially more minor damage. This shall not affect our further statutory and contractual claims. The above contractual penalty shall be set off in full against any further damage claim.

12.7 If the Supplier fails to begin remedying the defect immediately after receiving our request to remedy such defect, we shall, in order to avert acute danger to life, limb or health, or to avoid greater damages exceeding 100 % of the net remuneration for the defective delivery and/or service, have the right to remedy such defect ourselves or have such defect remedied by a third party at the Supplier's expense. The Supplier shall bear the costs of this. This shall not affect any other claims to substitute performance by us, especially under the rules governing actions performed without due authority.

12.8 In the event of defects of title, the Supplier shall furthermore indemnify us against existing or alleged third-party claims in this respect including the customary, reasonable and proven costs of legal defence. If the Supplier has produced its delivery or service according to documents provided by us, such as models or drawings 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.

12.9 If we take back products finished and/or sold by us as a result of the defectiveness of the contractual item delivered by the Supplier or claims have otherwise been asserted against us as a result, we shall have the right to recourse against the Supplier, whereby we shall no longer be required to set a period otherwise required to exercise our rights in respect of defects.

12.10 Claims for defects against the Supplier for material defects shall become statute-barred, unless otherwise agreed, in the case of work 36 months after acceptance, in the case of product deliveries 36 months after the risk passes. Longer statutory limitation periods shall remain unaffected.

12.11 The limitation period for defects of title is 5 years, calculated as of acceptance; in the absence of acceptance as intended as of delivery of the result of performance due according to the contract.

12.12 The limitation period shall be interrupted by our notice of defects in writing or text form.
12.13 If the Supplier undertakes with our consent to verify whether a defect exists or to remedy a defect, the limitation period shall be interrupted until the Supplier has notified us of the result of the verification in writing or text form or states to us that the defect is remedied or refuses to continue to remedy the defect.

12.14 The Supplier shall be liable to us in accordance with statutory provisions. Exclusions or limitations of liability of the Supplier shall not be accepted by us.

13. Force majeure, hardship clauses

13.1 Regardless of our other rights, force majeure, industrial disputes, operational disruptions for which we are not responsible, unrest and other unavoidable events shall entitle us to rescind the contract in whole or in part provided such events are not of insignificant duration (i.e. persist for longer than 4 weeks) and result in a substantial reduction of our requirements and we notify the Supplier of the obstacle immediately.

13.2 We shall contradict hardship clauses of the Supplier. We shall not accept such clauses. The Supplier's liability and performance owed for foreseeable procurement and/or supply disruptions or price changes in raw materials or starting materials shall remain despite regulations of the Supplier to the contrary.

14. Product liability / Indemnity / Third-party liability insurance coverage

14.1 Unless otherwise agreed, if the Supplier is responsible for product damage, it shall be obliged to indemnify us against all third-party claims for damages and the refund of expenses provided such damage was caused in its area of control and organisation. Apart from payment of compensation for damage to third parties, the Supplier's duty to compensate shall also include customary, reasonable and proven costs of legal defence, costs of recall, inspection, assembly and disassembly, and our administrative and other expenses for the settlement of the damage.

14.2 Within the scope of its liability for damage in terms of para. 1, the Supplier shall also be obliged to reimburse any customary, proven and reasonable other expenses pursuant to Sections 683, 670 BGB and Sections 830, 840, Section 426 BGB resulting from or in connection with a recall campaign performed by us. We shall inform the Supplier in advance of the content and scope of the recall measures to be performed, if this is possible and can be reasonably expected, and shall give the Supplier the opportunity to comment. This shall not affect any other statutory or contractual claims.

14.3 The Supplier undertakes, as of the date when the first contract is concluded with us for a period of up to 36 months after the last delivery and/or service provided to us, to maintain a product liability insurance with a lump-sum amount insured of € 5,000,000.00 per event of personal injury/damage to property and EUR 2,500,000.00 for pecuniary loss. This shall not affect any further damage claims to which we are entitled. The Supplier must provide us with proof of the above-mentioned insurance and premium payment for this on first request. If proof of the insurance and premium payment is not provided to us at our request within 7 calendar days (whereby receipt by us shall determine compliance with the time limit), we shall have the right to rescind contracts not yet fulfilled in whole or in part (with respect to the part not yet fulfilled).

15. Rights of use / Inventions

15.1 If drawings, individual EDP programs, photographic material, film footage and layouts for print media or other such documents are created from the deliveries or services to be performed by the Supplier on our behalf, we and all our affiliated companies within the meaning of Section 15 AktG [German Stock Corporation Act] shall receive an exclusive, transferable right of use, unlimited in time, location and content, for all types of use, such right being discharged in full by the agreed price.

15.2 If the deliveries or 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 for all types of use without charge, in particular to reproduce, disseminate, display, modify and process the delivery or service.

15.3 If copyrighted rights of use, industrial property rights and legal positions similar to property rights and other written, machine-readable and other work results arise for the deliveries or services to be performed by the Supplier on our behalf, we shall be entitled to them exclusively and without restriction as part of performance, and they shall be discharged in full by the agreed price. The Supplier shall be obliged to notify us immediately of the existence of any such invention and agree on further action with us.

15.4 The Supplier shall be further obliged to use inventions of its employees and, if applicable, sub-suppliers at its expense and indemnify us so that the Supplier can transfer the rights to these inventions to us.

15.5 If we register an invention as a property right, we shall assume the costs incurred for registration and maintenance of the property right.

15.6 If we decide not to register inventions or are no longer interested in an existing property right, the Supplier may pursue the registration or maintenance of the property right at its own expense. We shall, however, in such case retain a non-exclusive and transferable right of use free of charge.

15.7 If, in the context of our using the deliveries or services, use of the Supplier's property rights, which existed for the Supplier before the delivery or service was provided, is necessary, we shall receive a non-exclusive and transferable right to use these property rights from the Supplier, such right being discharged in full by the agreed price.

16. Spare parts and readiness for delivery

16.1 The Supplier warrants, in the case of products consisting of parts, that it shall ensure the supply of spare parts for a period corresponding to the usual period of technical use but for at least 8 years after acceptance of the last delivery of the delivery item by us unless a different availability of spare parts was expressly agreed with us. During this period, the Supplier undertakes to supply these parts to us on market conditions.

16.2 If the Supplier intends to discontinue the supply of spare parts after expiry of the above-mentioned period, the Supplier shall give us the opportunity with a lead-time of at least 30 calendar days to place a final purchase order appropriate to our needs. This shall also apply if the supply of spare parts is discontinued prior to expiry of the period, whereby our reordering shall not cause us to forfeit our damage claims.

17. Provision / Co-ownership / Retention of title

17.1 Tools, materials, substances, parts, containers and packaging we provide may only be used for their intended purpose.

17.2 We shall retain title to any tools we provide, and the Supplier may use them exclusively for the performance provided to us that is the subject matter of the contract.

17.3 If we provide parts to the Supplier, we shall retain title to them (goods subject to retention of title). The Supplier shall undertake processing or transformation on our behalf. If our goods subject to retention of title are processed with other items that do not belong to us, we shall acquire co-ownership of the new article in the ratio of the gross value of our item (purchase price plus value-added tax) to the other processed items at the time of processing.

17.4 If the article we provide is inseparably mixed with other items that do not belong to us, we shall acquire co-ownership of the new article in the ratio of the gross value of the article subject to retention of title (purchase price plus value-added tax) to the other mixed items at the time of mixing. If the items are mixed in such a way that the Supplier's article is deemed to be the principal article, it shall be deemed agreed that the Supplier shall transfer co-ownership to us on a pro rata basis. The Supplier shall safeguard sole ownership or co-ownership on our behalf.

17.5 The Supplier shall be obliged to insure the articles that belong to us at their replacement value at its own expense against damage caused by fire, water and theft. At the same time, the Supplier herewith assigns to us all claims for compensation under this insurance. We herewith accept the assignment.

17.6 The Supplier shall also be obliged to carry out any required maintenance and inspection work and all repair and servicing work on our tools in due time at its own expense and to prove to us that this has been carried out. The Supplier must notify us immediately in writing or text form of any failure of the machines and/or tools provided. If the Supplier negligently fails to do so, we shall be entitled to damages in case of a claim.

17.7 The Supplier shall also be obliged to keep any illustrations, drawings, calculations and other documents and information received, on whatever form of media, strictly secret unless there is a legal or official obligation of disclosure. They may only be disclosed to third parties with our express consent if they are subject to an obligation of confidentiality. This shall also apply if the above-mentioned documents/data do not constitute a trade secret within the meaning of Section 2 *GeschGehG*. The obligation of confidentiality shall also apply after fulfilment of the contract. It shall lapse if and when the manufacturing know-how included in the

illustrations, drawing, calculations and other documents provided is in the public domain without violation of the obligation of confidentiality.

17.8 If the sum of the security interests to which we are entitled according to para. 1 to 6 exceeds the purchase price of all our goods subject to retention of title which are not yet paid for by more than 10 %, we shall be obliged at the Supplier's request to release the security interests at our option.

17.9 We object to an extended retention of title.

18. Third-party property rights

18.1 The Supplier warrants that no third-party rights within the Federal Republic of Germany and the European Union and the country of use notified to the Supplier by us together with the purchase order are infringed by the delivery item in connection with the Supplier's delivery and/or service. Liability shall be excluded if the Supplier proves that it neither knew nor could have known about the existence of such rights or their occurrence in the future when the delivery item was delivered.

18.2 If a claim is made against us by a third party for violation of such rights, the Supplier shall be obliged to indemnify us at first written request against these claims if the Supplier has culpably violated its obligation under para. 18.1. We shall not be entitled to enter into any agreements, in particular to conclude a settlement with the third party, without the Supplier's consent.

18.3 The Supplier's duty to indemnify shall apply to all customary, necessary and reasonable expenses we necessarily incur from or in connection with any claim made by a third party.

18.4 The limitation period for liability arising from the violation of property rights shall commence as soon as the claim arises and the circumstances on which the claim is based have come to our knowledge or should have come to our knowledge without gross negligence. The limitation period is 5 years.

19. Documents and confidentiality

19.1 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 features to be taken from any objects, documents or data provided and other know-how or experience provided by us to the Supplier must not be disclosed by the Supplier to third parties unless and until they are proven to be in the public domain or a legal or official obligation of disclosure exists, and may only be made available to those persons in 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 also apply if the above-mentioned documents/data do not constitute a trade secret within the meaning of Section 2 *GeschGehG*.

If the Supplier uses sub-contractors or upstream suppliers for the purpose of fulfilling the contract and is permitted to do so according to the contractual relationship concluded with us, the Supplier shall bind them as material contractual obligation in writing to corresponding confidentiality for our benefit and to the effect that we shall have our own right from this to require the Supplier to cease and desist and, in the event of breach of duty, to damages, and the Supplier shall provide us with proof of this without being requested to do so.

19.2 Such information may not be reproduced or used commercially, other than for deliveries to us, without our prior express consent. The above confidentiality agreement shall also survive the termination of the supply relationship until it is legally disclosed but at most for 4 years after the delivery and/or service. The above obligation of confidentiality shall not exist if the Supplier can prove that it has legally developed the information provided itself or already knew about it (in which case the Supplier shall notify us immediately in writing after transmission of the information) before it was disclosed, or it had entered the public domain as a result of our written declaration, or there is an official or statutory obligation of disclosure.

19.3 At our request, all information and data originating from us (including, if applicable, any copies or records made) and any objects loaned must be returned to us immediately and in full or destroyed, and their destruction confirmed in writing. If information provided to the Supplier is contained in data, such data must be deleted in full any time at our first request, and deletion must be confirmed immediately in writing.

19.4 In the case of data transmitted by us to the Supplier, we shall also have the right to have the Supplier make a declaration to cease and desist with a penalty clause to us which shall include a contractual penalty for each culpable case of contravention of the obligation to cease and desist from further use of the data transmitted by us or copies thereof, which we have requested the Supplier to return and/or delete, in the amount determined according to our reasonably exercised discretion (Section 315 BGB), taking into account the Supplier's remuneration and the damage propensity of a breach of duty. This may be reviewed by a court of law and reduced, however, at most to a total of EUR 250,000.00 for all cases of violation. We reserve the right to further damage claims, while setting off the contractual penalty in full, and claims to compel the Supplier to cease and desist.

19.5 We reserve all rights to such information and data (including copyrights and the right to apply for industrial property rights such as patents, utility models, trademark protection, etc.). In the event such information and data were made accessible to us by third parties, this retention of rights shall also apply for the benefit of such third parties.

19.6 Licences or warranties shall not be connected to the information and/or data transmitted to the Supplier.

20. Safety provisions / Other requirements of deliveries and services / Substance restrictions

20.1 For its deliveries, the Supplier must comply with safety regulations which are valid in the Federal Republic of Germany and the European Union and the country of use notified to the Supplier prior to conclusion of the contract and with the technical data or limits corresponding to the current state of the art when the risk passes or any other additional technical data or limits agreed.

20.2 The Supplier undertakes to use exclusively materials that comply with the respectively applicable statutory safety requirements and provisions, in particular for poisonous and hazardous materials. This shall also apply to environmental protection regulations and regulations with regard to electricity and electromagnetic fields. The above obligation shall include all regulations valid in the Federal Republic of Germany, the Europe Union and the country of use notified prior to conclusion of the contract, and also the regulations of the customer countries notified to the Supplier before or together with the purchase order, if such regulations differ from the above regulations.

20.3 The Supplier shall ensure that the supplied goods and their packaging comply with the current provisions of Regulation (EC) No 1907/2006 (REACH), EU Directives 2011/65/EU and 2015/863/EU (RoHS Directive), and the POP Regulation (EU) 2019/1021—specifically the limit values defined in Annexes I to V—as well as all other national and EU regulations concerning prohibitions and restrictions on chemical substances.

Furthermore, the Supplier shall ensure that the supplied goods and their packaging do not contain any substances listed on the ECHA Candidate List (in its currently valid version)—so-called Substances of Very High Concern (SVHC)—in concentrations exceeding 0.1% by weight. We must be notified immediately of any instances where the aforementioned substance restrictions or limit values are exceeded or where prohibited substances are supplied.

If PFAS (per- and polyfluoroalkyl substances) are present in the supplied goods or their packaging, the Supplier must inform us without being asked, specifying the affected goods or parts thereof, the percentage of PFAS content, the specific substance, the CAS number, and the purpose served by the PFAS. The Supplier is obliged to contractually require its direct upstream suppliers to comply with the aforementioned prohibitions and limit values regarding hazardous substances and to monitor compliance with these prohibitions and limit values.

20.4 If the Supplier's products do not comply with the requirements of paragraphs 1 to 3 above, we shall have the right to rescind the contract. This shall not affect any further damage claims.

20.5 We must be notified in writing or text form of any intended changes to the delivery item and service. Such changes shall require our prior express consent.

21. Quality and documentation

21.1 Unless otherwise agreed, the Supplier shall bear the costs for declarations of conformity. Declarations of conformity must be submitted to us immediately in German and English with each delivery.

21.2 Notwithstanding the foregoing, the Supplier must continuously verify the quality of the delivery item. The Supplier must notify us of any possible improvements immediately. The Supplier must notify us immediately in writing of any evident errors in specifications and foreseeable complications.

21.3 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 delivered item or product; values must not fall short of the specified minimum values in any case and throughout the entire process.

This must be assured and documented by the Supplier by suitable test and measurement procedures. We shall have the right to request the publication of the results of such procedures in writing or text form at any time and without additional costs.

21.4 The scope of delivery shall include product-specific and/or technical documentation, certificates of conformity and other documents, certificates and operating instructions 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.

This includes, in particular, complete safety data sheets that comply with statutory requirements and, where necessary, chemical safety reports. These must be submitted to us without being specifically requested—at the time of quoting, upon any change in composition or new findings regarding the impact of the substances/mixtures on humans and the environment, and on a recurring basis at least every two years. They form part of the agreed scope of supply at no extra charge.

21.5 The Supplier shall ensure that the delivery items can be traced exactly through batches.

22. Software

22.1 If the delivery item contains software, we shall, without any special remuneration, have the right to use the software throughout our group, and, in the case of software individually programmed for ourselves, to reproduce it at our discretion, and provide it together with the delivery item to third parties throughout the world with or without charge.

22.2. Remuneration for software shall be due only after formal acceptance procedure has been completed with our written declaration of acceptance.

22.3 When supplying software, supplementary performance with new versions of the program shall only be permitted with our prior written consent. If our consent is given, the Supplier shall be obliged to instruct our employees in the new version of the program at its expense.

22.4 The Supplier is prohibited from remedying defects in software by means of a workaround.

23. Auditing

23.1 We shall have the right but shall not be obliged, also with respect to any own certification, to audit the Supplier ourselves or have an expert and/or advisor of our choice perform the audit. This shall include an inspection of the Supplier's operations and quality assurance system and a subsequent assessment. Findings acquired here shall form the basis of our awarding further orders and our internal rating of the company.

23.2 We shall have the right to make announced inspections of the Supplier's regular business operations and to monitor its quality assurance measures during usual business hours. If quality problems have arisen with the Supplier's deliveries in the past, we shall also have the right to make unannounced inspections in order to monitor the quality assurance system. We shall not have the above right if the last complaint about the Supplier's quality assurance system was more than 1 year ago or no defects were found at 2 consecutive unannounced inspections.

23.3 We shall have the right, if we prove an appropriate justified interest (e.g. in a product liability case or in the event of a claim by a third party due to alleged defects of the delivery item), to inspect the Supplier's relevant documents. Such justified interest shall exist in particular where such an inspection might yield information which can enable us to assess the necessity and scope of a recall.

23.4 The Supplier shall not be obliged to disclose company secrets within the framework of our exercising rights pursuant to paragraphs 1 - 3 above.

24. Industrial safety / Prevention of accidents

We draw attention to the fact that all external persons who enter our company or our company premises shall also be subject to our internal rules. Where such rules are violated, we reserve the right to remove the person from the premises. When the Supplier is working on our company premises on our behalf, the Supplier must take all action, make all arrangements and take all measures which comply with the provisions of the relevant regulations for the prevention of accidents and the other generally accepted rules on safety and occupational health. The labour guidelines of our employers' liability insurance association must be complied with.

25. Sustainability and occupational health and safety

25.1 **T**he Supplier undertakes in its production facilities to comply with the respectively applicable legal systems and internationally recognised human rights. The Supplier warrants that the production and working conditions existing there are in accordance with the ILO Conventions, the UN Global Compact, the OECD Guidelines and the United Nations Universal Declaration of Human Rights and the UN Conventions on the Rights of the Child. If different regulations apply side by side, the Supplier shall apply in each case the one that provides employees with the highest degree of protection and safety.

25.2 If products to be supplied to us by the Supplier or their primary products are manufactured outside the European Economic Area (EEA), the Supplier shall provide us additionally,

(i) both for the Supplier and

(ii) for all sites before the Supplier in the supply and production chain for the sites located outside the European Economic Area,

with proof of a valid social standard certificate, issued by a recognised and independent certification institute, this at least according to the standard SA 8000 or a comparable standard (in particular BSCI or Sedex).

25.3 The use of child labour, as defined in the ILO and UN Conventions and/or relevant nationally applicable law, shall not be accepted by us. The minimum age for the employment of minors to be complied with by the Supplier is 15 unless ILO derogations apply. The Supplier must also comply with all other regulations for the protection of children and adolescent employees. All forms of forced, slave and prison labour by the Supplier are inadmissible. No employee may be forced into employment, either directly or indirectly, by coercion or force.

25.4 The Supplier shall refrain from discrimination. This includes discrimination on the basis of race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, disability, political opinion, membership of a labour organisation or trade union or other personal characteristics (e.g. skin colour). Furthermore, the Supplier/sub-suppliers shall observe the equal opportunities of its employees.

25.5 Employees must have an employment contract in written form from the Supplier. Minimum requirements for this are: name, date and place of birth, home address, start of employment, duration of the employment contract, working hours, substance of performance owed, remuneration, vacation entitlement, conditions for termination, signature of employee and employer. In the case of personnel leasing, the Supplier must ensure that its contracting partner fulfils these requirements.

25.6 The Supplier's wages may not in any case fall below the local minimum wages. Social security contributions required by law must be granted. Illegal and unjustified wage deductions, especially in the form of disciplinary measures, are not permitted.

25.7 The Supplier shall comply with the maximum working hours required by law.

25.8 The Supplier shall ensure in particular safe and health-compliant working conditions. The Supplier must carry out regular occupational health and safety exercises and measures to ensure that accidents and occupational diseases are prevented.

25.9 The Supplier is prohibited from carrying out any kind of corporal punishment, threat of violence and harassment, intimidation or abuse, especially in a physical, sexual, psychological or verbal form. Disciplinary measures may be taken only in accordance with national laws and internationally recognised human rights.

25.10 The Supplier shall ensure in its companies and at company level across the entire supply and production chain used by the Supplier the establishment of effective complaint mechanisms for employee grievances about negative effects arising from employee work situations. Employees who lodge a complaint based on principles to be complied with of Art. 25 of these General Terms and Conditions of Purchase and/or applicable national/international law may not be subjected to any form of disciplinary or retaliatory measures by the Supplier.

25.11 The Supplier must comply with the environmental standards respectively applicable to the Supplier and strive in addition, pursuant to the principles of sustainable development of the Rio Declaration of 1992, for the continuous reduction and prevention of environmental pollution as well as the continuous improvement of environmental measures.

25.12 Waste management, the handling and disposal of chemicals and other hazardous substances, emissions and wastewater treatment by the Supplier must comply at least with respectively applicable statutory provisions and standards. Environmentally and socially responsible production are to be promoted by the Supplier.

25.13 If the products to be delivered or their primary products are produced outside the European Economic Area, the Supplier must submit to us a current environmental certificate, at least according to the standard of DIN ISO EN 14001 or a comparable standard, issued in each case by a recognised and independent certification institute, for the Supplier and for all sites before the Supplier in the Supplier's supply and production chain relating to the delivery to us for the sites located outside the EEA.

25.14 The Supplier is obliged across the Supplier's entire supply and production chain to carry out appropriate controls in the production facilities concerned at regular intervals to ensure the requirements relating to compliance with Art. 24 of this code of General Terms and Conditions of Purchase.

25.15 We only conclude contracts with suppliers who comply with minimum social and environmental standards according to the *Lieferkettensorgfaltspflichtgesetz* (*LkSG*) [German Act on Corporate Due Diligence in Supply Chains]. The Supplier shall ensure the establishment of a risk management in this respect within the meaning of the *LkSG*, the performance of regular risk analyses for this purpose, the implementation of preventive measures in the Supplier's own business area vis-à-vis direct suppliers, the adoption, where applicable, of corrective measures immediately and the establishment of a suitable complaints procedure for this purpose and the performance of the due diligence obligations of the *LkSG*, also with respect to indirect suppliers, as well as the proper documentation of the above-mentioned measures and the provision of proof to us in an appropriate form at first request.

25.16 In the event of a violation of the obligations arising from this Art. 25, the Supplier shall implement appropriate corrective measures immediately, shall document them and provide us with proof of them immediately.

25.17 If the Supplier culpably violates an obligation arising from para. 25.1-25.16 above, the Supplier shall indemnify us in respect of all damages, costs and expenses (regarding costs and expenses, if these are customary, appropriate and proved). The objection of contributory negligence (Section 254 BGB) shall remain unaffected.

25.18 If the Supplier culpably violates an obligation arising from para. 25.1-25.16 above, the Supplier shall owe us a contractual penalty, the amount of which shall be determined by us at our reasonably exercised discretion (Section 315 BGB) taking into account the Supplier's remuneration for the performance under the contract and the damage propensity of the breach of duty. The Supplier's right to review and reduction of the contractual penalty by a court of law (Section 315 III BGB) shall remain unaffected. The assertion of further or other rights, especially to reimbursement of expenses and damages (subject to the contractual penalty being set off in full) shall remain unaffected for us. The contractual penalty may not exceed the amount of EUR 30,000 in the individual case and EUR 300,000 for all conceivable cases of its occurrence.

26. General provisions / Severability clause / Jurisdiction / Choice of law / Privacy

26.1 The business connection with ourselves may be disclosed to third parties for advertising purposes or as reference only with our written consent.

26.2 If, for liquidity reasons, a contracting party suspends payment, a petition is filed to open insolvency proceedings against its assets or judicial or extra-judicial composition proceedings, the respective other party shall have the right to rescind that part of the contract not yet fulfilled if we cannot be expected to adhere to the contract.

Each contracting partner shall furthermore have the right to rescind a contract or that part of a contract not fulfilled if unlawful acts are proved to occur in the business operations of the other contracting partner which are a material violation of the principles of corporate compliance and which are strongly impairing the company interests of the other contracting partner. This shall not apply if the contracting partner in question, after prior written request by the contracting partner entitled in principle to rescind the contract, proves within four weeks that the violation of compliance occurred in its business operations through no fault of its own.

In the case of continuing obligations or contracts for work or services, the contract partner shall have the right, in lieu of rescission, to terminate the contract without notice. This shall not affect Section 314 BGB.

26.3 If any provision of the contract is or shall become invalid/void or unenforceable in whole or in part for reasons relating to the Law of General Terms and Conditions according to Sections 305 to 310 BGB, statutory provisions shall apply.

If any current or future provision of the contract is or shall become invalid/void or unenforceable in whole or in part for reasons other than the provisions relating to the Law of General Terms and Conditions according to Sections 305 to 310 BGB, this shall not affect the validity of the remaining provisions of the contract unless the performance of the contract, also in consideration of the following provisions, would present an unreasonable hardship for either party. This shall also apply if, after the contract is concluded, it is found to have a gap that requires filling.

Contrary to the principle of the judicial decisions of the Federal High Court of Justice, according to which a severability clause in principle only reverses the burden of proof, the validity of the remaining provisions of the contract shall be maintained in all circumstances and therefore Section 139 BGB waived as a whole.

The parties shall replace any invalid/void/unenforceable provision or gap that requires filling for reasons other than the provisions relating to the Law of General Terms and Conditions according to Sections 305 to 310 BGB by a valid provision that corresponds in its legal and economic content to the invalid/void/unenforceable provision and the purpose of the contract as a whole. Section 139 BGB (partial nullity) is expressly excluded. If the invalidity of any provision is due to a measure of performance or time (time limit or date) stated therein, a measure which most closely corresponds to the original measure in a legally admissible way must be agreed for this provision.

26.4 These terms and conditions are governed exclusively by the law of the Federal Republic of Germany.

26.5 The language of contract, correspondence, proceedings and official language in court is German.

26.6 The United Nations Convention on Contracts for the International Sale of Goods (CISG) - UN Sales Convention - is excluded.

26.7 Place of performance is the agreed place of delivery /service.

26.8 Place of jurisdiction is the location of our company's registered office. We shall, however, also have the right at our option to bring an action against the Supplier at its registered office or the place of performance.

26.9 We shall use all personal data provided only to the extent permitted by law and for the purpose of executing the contract processing. For this purpose, we are bound by the provisions of the EU General Data Protection Regulation (GDPR) and the *Bundesdatenschutzgesetz* (*BDSG*) [German Federal Data Protection Act] and have taken the necessary technical and organizational measures to ensure the security of the data. A detailed description of the use of personal data can be found in the Annex "Privacy Policy".

Gescher, July 2026

Annex "Privacy Policy"

Privacy Policy for Customers/Contracting Partners pursuant to the European General Data Protection Regulation (GDPR)

I. Name and address of the controller

We, HUESKER Synthetic GmbH ("we", "HUESKER"), take the protection of your personal data very seriously. We treat your personal data confidentially and in accordance with statutory data protection provisions and this Privacy Policy.

The controller within the meaning of applicable data protection laws and other data protection provisions is:

HUESKER Synthetic GmbH
Fabrikstrasse 13-15
48712 Gescher
email: info@huesker.de

II. Name and address of the data protection officer

The controller's data protection officer is:
OHA - Gesellschaft für Arbeitsschutz und
Arbeitssicherheit mbH
Paul-Klinger-Strasse 1
45127 Essen
email: ds-beauftragter@oha-essen.de

III. Personal data processing

1. Nature of use of personal data
We process personal data received by us from you in your capacity of customer/contracting partner resp. representative/authorised representative/contact partner of the company which is our customer/contact partner within the scope of our business relationship. Personal data will be generated by ourselves and yourself during the stage of initial business contact and during the business relationship. For companies, such data mainly relate to the responsible contact partner at your company and, if applicable, the company management (managing directors, board of management). Personal data generated are as a rule:

name, salutation, title, address, telephone number, telefax number, email address, account data, your company / company name (with VAT ID), department, position, date of birth, object of the contract, credit assessments, enquiries and correspondence relating to the conclusion, management, implementation and billing of the contract.

2. Purpose and legal bases for the processing of personal data
Your personal data will be processed pursuant to applicable data protection provisions, especially the GDPR and the *Bundesdatenschutzgesetz* (*BDSG*) [German Federal Data Protection Act]. Specifically, this is for the following purposes and according to the following legal bases:

a) Based on your consent pursuant to Art. 6 (1) sentence 1 a) GDPR

If you have given us your consent to processing for specific purposes, we will process your data on the basis of your consent. The scope and purpose of data processing is described in the corresponding declaration of consent provided to you separately.

b) To comply with contractual obligations pursuant to Art. 6 (1) sentence 1 b) GDPR

Personal data are processed for reasons of handling contracts, namely for implementing your contract. Please refer to the respective contract concluded with you and the General Terms and Conditions incorporated therein for further information relating to the purposes and scope of the contractual services for which the data are processed.

c) To comply with statutory requirements pursuant to Art. 6 (1) sentence c) GDPR
We are subject as a company to diverse statutory requirements regarding compliance with control and notification obligations under tax law. To ensure compliance with such requirements, personal data within the scope of initial business contact and handling are processed in accordance with statutory requirements.

d) Within the framework of the balancing of interests pursuant to Art. 6 (1) sentence 1 f) GDPR

We process your data beyond the actual fulfilment of the contract to safeguard legitimate interests of ourselves or third parties:

- Advertising by email for similar products or by post, unless you have objected to this, to enable us to indicate our current offers to you (our legitimate interest).
- Depending on the selected method of payment, we will transmit your data (name, address and, if applicable, data of birth) to Creditreform Boniversum GmbH for the purpose of credit assessment, obtaining information to assess the risk of non-payment on the basis of mathematical-statistical methods using address data. Should estimation of the customer's payment behaviour be negative, the customer will be asked to select a different payment method.

3. Data erasure and storage period
Personal data of the data subject shall be erased or blocked as soon as the purpose of storage ceases to apply. Storage beyond this can occur if this was provided for by the European or national legislator in regulations, laws or other provisions under Union law, to which the controller is subject. Data shall be blocked or erased even if a storage period provided for by the above-mentioned standards expires unless there is a necessity for further storage of the data to enter into a contract or perform a contract.

After fulfilment of the contractual and statutory obligations, personal data will always be erased. Exceptions to this are:

- Compliance with retention periods under commercial and tax law. Periods for this are between two and ten years.
- Preservation of evidence within the scope of the respectively applicable rules on limitation periods. Pursuant to Sections 195 et seq. of the Bürgerliches Gesetzbuch [German Civil Code], these limitation periods can be up to thirty years. The regular limitation period here is three years to the end of the year.

4. Disclosure to third parties
Personal data of data subjects are in principle not disclosed to third parties. Only bodies requiring access to your personal data to comply with contractual and statutory obligations will have access to them. This includes transport and logistics companies, technicians, dealers and commercial agents if this is required to implement or to establish the contract. For billing purposes, we will pass on the required payment data to our company's bank. If service providers and vicarious agents are also involved in the data processing, this will only be possible if the legal obligations prescribed for this in the GDPR and the requirements are mandatorily complied with by us for the handling of personal data.

5. Transmission to a "third country"
Your personal data will be transmitted to countries outside the EU resp. EEA in principle only if you have given us your consent for this or this is a necessary condition for the implementation of a contract.

6. Obligation to provide data
Data requested by us in the respective contract (name, company/company name, contact and account data) must be provided. If such data are not provided, we must refuse you resp. your company as contracting partner because they are absolutely necessary for us to process the contract.

IV. Rights of the data subject

If your personal data are processed, you are a data subject within the meaning of the GDPR and you have the following rights vis-à-vis the controller:

1. **Right of access**

You can request the controller to confirm whether personal data concerning yourself are being processed by us.

Where that is the case, you can request the controller to provide access to the following information:

(a) the purposes for which personal data are processed;
(b) the categories of personal data processed;
(c) the recipients resp. categories of recipient to whom the personal data concerning yourself was or will be disclosed;
(d) the envisaged period for which the personal data concerning yourself will be stored, or, if no specific information on this is possible, the criteria used to determine that storage period;
(e) the existence of a right to request from the controller rectification or erasure of personal data concerning yourself, restriction of the processing or to object to such processing;
(f) the existence of a right to lodge a complaint with a supervisory authority;
(g) where the personal data are not collected from the data subject, any available information as to their source;
(h) the existence of automated decision-making, including profiling pursuant to Art. 22 (1) and (4) GDPR and, at least in those cases, meaningful information about the logic involved as well as the significance and the envisaged consequences of such processing for the data subject.

You have the right to request information as to whether the personal data concerning yourself are transferred to a third country or to an international organisation. In this context, you can request to be informed of the appropriate safeguards pursuant to Art. 46 GDPR relating to the transfer

2. **Right to rectification**

You have the right to obtain from the controller rectification and/or completion if the processed personal data concerning yourself are inaccurate or incomplete. The controller shall make rectification without delay.

3. **Right to restriction of the processing**

You can request restriction of the processing of personal data concerning yourself under the following conditions:

(a) if you contest the accuracy of the personal data concerning yourself for a period which enables the controller to verify the accuracy of the personal data;
(b) the processing is unlawful and you oppose the erasure of the personal data and request the restriction of their use instead;
(c) the controller no longer needs the personal data for the purposes of processing but they are required by you for the establishment, exercise or defence of legal claims; or
(d) you have objected to processing pursuant to Art. 21 (1) GDPR and it is uncertain whether the legitimate grounds of the controller override yours.

Where processing of personal data concerning yourself has been restricted, such data shall, with the exception of their storage, only be processed with your consent or for the establishment, exercise or defence of legal claims or for the protection of the rights of another natural or legal person or for reasons of important public interest of the Union or of a Member State.

If processing is restricted according to the above-mentioned conditions, you shall be informed by the controller before the restriction of processing is lifted.

4. **Right to erasure**

a) Obligation of erasure

You can request the controller to erase personal data concerning yourself without undue delay and the controller shall have the obligation to erase such data without undue delay where one of the following grounds applies:

(1) The personal data concerning yourself are no longer necessary in relation to the purposes for which they were collected or otherwise processed.
(2) You withdraw your consent, on which the processing is based according to point (a) of Art. 6 (1), or point (a) of Art. 9 (2) GDPR, and where there is no other legal ground for the processing.
(3) You object to the processing pursuant to Art. 21 (1) GDPR and there are no overriding legitimate grounds for the processing, or you object to the processing pursuant to Art. 21 (2) GDPR.
(4) The personal data concerning yourself have been unlawfully processed.
(5) The personal data concerning yourself have to be erased for compliance with a legal obligation according to Union or Member State law to which the controller is subject.
(6) The personal data concerning yourself have been collected in relation to the offer of information society services referred to in Art. 8 (1) GDPR.

b) Information to third parties

Where the controller has made the personal data concerning yourself public and is obliged pursuant to Art. 17 (1) GDPR to erase the personal data, the controller, taking account of available technology and the cost of implementation, shall take reasonable steps, including technical measures, to inform controllers which are processing the personal data that you as data subject have requested the erasure by such controllers of any links to, or copy or replication of, those personal data.

c) Exceptions

The right to erasure shall not apply to the extent that processing is necessary

(1) for exercising the right of freedom of expression and information;
(2) for compliance with a legal obligation which requires processing according to Union or Member State law to which the controller is subject or for the performance of a task carried out in the public interest or in the exercise of official authority which was vested in the controller;
(3) for reasons of public interest in the area of public health in accordance with points (h) and (i) of Art. 9 (2) as well as Art. 9 (3) GDPR;
(4) for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in accordance with Art. 89 (1) GDPR in so far as the right referred to in section a) is likely to render impossible or seriously impair the achievement of the objectives of that processing; or
(5) for the establishment, exercise or defence of legal claims.

5. **Right to be informed**

If you have asserted your right to rectification, erasure or restriction of processing vis-à-vis the controller, the controller shall be obliged to notify all recipients, to whom the personal data concerning yourself was disclosed, of this rectification or erasure of the data or restriction of the processing unless this proves impossible or involves a disproportionate effort.
You have the right vis-à-vis the controller to be informed about these recipients.

6. **Right to data portability**

You have the right to receive the personal data concerning yourself, which you have provided to the controller, in a structured, commonly used and machine-readable format. Furthermore, you have the right to transmit those data to another controller without hindrance from the controller to which the personal data have been provided, where

(a) the processing is based on consent pursuant to point (a) of Art. 6 (1) GDPR or point (a) of Art. 9 (2) GDPR or on a contract pursuant to point (b) of Art. 6 (1) GDPR; and
(b) the processing is carried out by automated means.

In exercising this right, you have furthermore the right to have the personal data concerning yourself transmitted directly from one controller to another, where technically feasible. This may not adversely affect the freedoms and rights of other persons.
The right to data portability shall not apply to the processing of personal data which is necessary for the performance of a task carried out in the public interest or in the exercise of official authority which was vested in the controller.

7. **Right to object**

You have the right to object, on grounds relating to your particular situation, at any time to the processing of personal data concerning yourself which is based on point (e) or (f) of Art. 6 (1) GDPR. This also applies to profiling based on those provisions.
The controller shall no longer process the personal data concerning yourself unless the controller can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms or processing serves the establishment, exercise or defence of legal claims.
Where personal data concerning yourself are processed for direct marketing purposes, you shall have the right to object at any time to

processing of personal data concerning yourself for the purposes of such marketing. This also includes profiling to the extent that it is related to such direct marketing.
Where you object to processing for direct marketing purposes, the personal data concerning yourself shall no longer be processed for such purposes.
In the context of the use of information society services, and notwithstanding Directive 2002/58/EC, you may exercise your right to object by automated means using technical specifications.

8. **Right to revocation of the declaration of consent under data protection law**

You have the right to revoke your declaration of consent under data protection law at any time. Revoking your consent shall not affect the lawfulness of the processing carried out on the basis of your consent until revocation.

9. **Automated individual decision-making, including profiling**

You have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning yourself or similarly significantly affects you. This does not apply if the decision

(1) is necessary for entering into or the performance of a contract between yourself and the controller;
(2) is authorised by Union or Member State law, to which the controller is subject, and which lays down suitable measures to safeguard your rights and freedoms and your legitimate interests; or
(3) is based on your explicit consent.

Such decisions may not, however, be based on special categories of personal data according to Art. 9 (1) GDPR unless point (a) or (g) of Art. 9 (2) GDPR applies and suitable measures to safeguard the rights and freedoms and your legitimate interests are in place.

Regarding the cases referred to in (1) and (3), the controller shall implement suitable measures to safeguard the rights and freedoms and your legitimate interests, at least the right to obtain human intervention on the part of the controller, to express an own point of view and to contest the decision.

10. **Right to lodge a complaint with a supervisory authority**

Without prejudice to any other administrative or judicial remedy, you have the right to lodge a complaint with a supervisory authority, in particular in the Member State of your habitual residence, your place of work or the place of the alleged infringement if you consider that the processing of personal data concerning yourself infringes the GDPR.
The supervisory authority with which the complaint has been lodged shall inform the complainant on the progress and the outcome of the complaint including the possibility of a judicial remedy pursuant to Art. 78 GDPR.

V. Updating of this Privacy Policy

We reserve the right to update this Privacy Policy, where necessary, to take account of technical developments or in relation to new services or products offered. The current version can be viewed at all times on our website.