

General Terms and Conditions of Purchase ("GTCP")

(Version of August 2026)

1. General provisions, scope of application

- 1.1. These General Terms and Conditions of Purchase ("GTCP") shall apply to all contracts between Texplast GmbH ("**Principal**") and their suppliers, service providers, sellers, work contractors or other contractors ("**Contractual Partner(s)**") (individually or jointly referred to as "**Party/Parties**") governing the purchase of goods (in particular raw materials for recycling), deliveries and services provided to Texplast GmbH under contracts for work and service contracts.
- 1.2. Upon the conclusion of the contract, the Contractual Partner shall be deemed to accept the Principal's GTCP.
- 1.3. General terms and conditions of the Contractual Partner or third parties shall not apply to this contract, even if the Contractual Partner expressly refers to them and the Principal does not object to them or accepts, without any reservation, the delivery or service of the Contractual Partner while being aware of GTCP of the Contractual Partner that conflict with or deviate from Principal's GTCP unless the Principal has consented to the application at least in text form. In particular, the following shall apply: If the order by the Principal is confirmed, in deviation from or in addition to these GTCP, these GTCP shall apply exclusively even if the Principal does not object.
- 1.4. These GTCP shall also apply to all future business transactions between the Parties, even if they are not agreed upon separately once again.
- 1.5. These GTCP shall only apply in relation to company owners, legal persons under public law or special funds under public law.
- 1.6. Any regulations agreed upon in writing or in text form with the Contractual Partner shall have priority over these GTCP.
- 1.7. Any references to the applicability of statutory provisions shall serve for clarification purposes only. Thus, even without such a clarification, the statutory provisions shall apply to the extent that they are not directly amended or expressly excluded in these GTCP.

2. Conclusion of contracts

- 2.1. Orders by the Principal shall only be binding if they are placed at least in text form (e.g. by email).
- 2.2. Any conditions, specifications, norms, data sheets and other documents that are included or referred to in the order as well as other specifications that were exchanged between the Parties prior to the conclusion of a contract with a view to the prospective order shall form a part of the order.
- 2.3. The Contractual Partner shall be obliged to confirm the Principal's order within a period of two weeks at least in text form or to fulfil the order without any reservation, in particular by dispatching the goods or performing the service ("**Acceptance**").
- 2.4. A delayed Acceptance shall be considered as new quotation and shall require the Acceptance by the Principal.
- 2.5. Unless otherwise expressly agreed between the Parties, any cost estimates, quotations and their preparation – in particular plans, technical specifications or sending any other quotation documents – as well as consultations shall be free of charge.
- 2.6. When an Acceptance of the order takes place, the Contractual Partner shall be deemed to declare that the Contractual Partner has available all required information, data, descriptions, plans, technical specifications required

for performing the offered delivery or service and sufficient knowledge of the local situation.

- 2.7. All documents, specifications, drawings, images, plans, data, samples, drafts, moulds, models, print templates, specimens, business secrets as defined by sect. 2, no. 1 of the German Law on the Protection of Business Secrets [*Gesetz zum Schutz von Geschäftsgeheimnissen, GeschGehG*], software, auxiliary means as well as other information ("**Principal's Documents**") provided by the Principal to the Contractual Partner shall not be reproduced or exploited or used for any other purpose than the contractually agreed purpose. The Principal shall hereby reserve all proprietary rights, copyrights and other intellectual property rights to the Principal's Documents.
- 2.8. The Principal's Documents shall be treated as confidential and may be disclosed to third parties only with the Principal's express prior consent. This obligation to maintain confidentiality on the part of the Contractual Partner shall survive the termination of the contractual relationship; it shall lapse if and to the extent that the knowledge contained in the Principal's Documents provided becomes publicly available; any statutory disclosure obligations shall remain unaffected. The Principal's Documents shall be returned to the Principal without delay (i) if the Parties do not enter into the contract or (ii) after the processing of the order. Until the return, the Contractual Partner shall bear the risk for an accidental loss of or an accidental damage to the Principal's Documents. Any statutory obligations to retain or disclose information shall remain unaffected.

3. Delivery, service

- 3.1. Without the Principal's prior written consent, the Contractual Partner shall not be permitted to have the owed services performed by third parties (e.g. subcontractors).
- 3.2. The delivery or service dates and periods ("**Delivery or Service Schedule**") specified in the order or otherwise agreed shall be binding.
- 3.3. Any partial deliveries or services and early deliveries or services shall require the Principal's prior consent. In the case of deliveries of goods, the Principal shall otherwise be entitled to refuse the Acceptance and to return the goods or to have them stored with third parties at the Contractual Partner's expense and risk.
- 3.4. The Contractual Partner shall inform the Principal without delay and in writing if circumstances arise or become apparent that indicate that the Delivery or Service Schedule cannot be met. In addition, the Contractual Partner shall also notify the Principal without delay and in writing of the reasons and the expected duration of the delay as well as of a new delivery date. The occurrence of a default in delivery shall remain unaffected thereby.
- 3.5. If the Contractual Partner does not render the performance or is in default, the Principal's rights – in particular to rescission and damages – shall be governed by the statutory provisions. The provisions set out in section 3.6 below shall remain unaffected.
- 3.6. If the Contractual Partner is in default, the Principal shall be entitled to claim a lump-sum compensation for damages resulting from the Contractual Partner's default amounting to 0.5% per commenced calendar week of the delay, up to a maximum of five per cent of the contract value of the deliveries or services. The Contractual Partner shall remain entitled to prove that no damage was incurred at all, or that the damage incurred was significantly less than the aforementioned lump-sum amount. The Principal shall remain entitled to prove that a higher damage was incurred

(after taking the lump-sum into account). Any further claims of the Principal shall remain unaffected.

- 3.7. The statutory provisions shall govern the occurrence of the Principal's default in acceptance. The Contractual Partner shall offer their performance explicitly to the Principal even if a specific or determinable calendar time has been agreed upon with regard to an activity or contribution by the Principal (e.g. materials to be provided by the Principal).

4. Place of delivery or performance, passing of the risk of the accidental deterioration, destruction or loss

- 4.1. Unless otherwise agreed by the Parties, the place of delivery and performance shall be Principal's plant in Bitterfeld-Wolfen.
- 4.2. The respective place of delivery and performance shall also be the place of fulfilment for all delivery and performance obligations (obligation to be fulfilled at the creditor's place of business).
- 4.3. The risk of the accidental deterioration, destruction or loss shall only pass upon the due and complete handover and after the goods have been unloaded at the Principal's plant.

5. Quality

- 5.1. The Contractual Partner shall be obliged to render the contractually owed performance in accordance with the generally accepted engineering standards as well as the statutory and regulatory requirements applicable at the time at which the performance is rendered, in particular laws, regulations and accident prevention regulations (in particular the provisions on occupational health and safety, health protection, fire safety and environmental protection, provisions relating to construction, commercial and transport law, the provisions of the German Act on Making Products Available on the Market [*Produktsicherheitsgesetz, ProdSG*] and the relevant implementing regulations as well as regulations relating to food law, waste law and chemicals law), administrative guidelines, VDE requirements and DIN standards.
- 5.2. The Contractual Partner shall ensure, in particular, that the goods delivered, works created and services performed by Contractual Partner or the materials and substances used for that purpose comply with all relevant requirements for placing them on the market in the European Union and in the European Economic Area and that they bear all necessary certification and conformity marks.
- 5.3. The Contractual Partner shall deliver the goods ordered by the Principal (in particular materials and intermediate products, e.g. PET waste) and render the agreed services in a manner that they are suitable for the agreed purpose of use.
- 5.4. The Contractual Partner shall ensure the varietal purity and material composition of the goods to be delivered that were agreed between the Parties in any individual case as well as the compliance with and monitoring related to all statutory obligations of declaration and obligations to provide proof that are applicable in this regard. The Contractual Partner shall deliver the goods free of any possible foreign substances or contaminants – irrespective of whether these are permitted under waste legislation – and ensure that the goods to be delivered do not contain any contaminated, environmentally hazardous or radioactive substances if this is impermissible under the agreed specifications or the applicable statutory regulations or if this impairs the intended use of the goods.
- 5.5. If the Principal contracts or orders services, works or goods of the same kind several times on the basis of previous contracts or under a long-term service agreement, the Contractual Partner shall ensure a consistent level of quality.

- 5.6. The Contractual Partner shall make reasonable efforts to ensure the compliance with the obligations imposed on the Contractual Partner and included in this section 5 by the subcontractors retained in accordance with section 3.1 or by the Contractual Partner's vicarious agents [*Verrichtungsgehilfen*] or performing agents [*Erfüllungsgehilfen*].

6. Changes

- 6.1. If the Principal contracts or orders services, works or goods of the same kind several times on the basis of previous contracts or under a long-term service agreement, the Contractual Partner shall be permitted to change the material, composition, constituents and materials used in manufacturing, the construction, specification, manufacturing process or supply chain (e.g. a change of a supplier) only with the Principal's prior written consent.
- 6.2. In the case of changes to materials or the composition after a written approval has been granted, the Contractual Partner shall submit a new declaration of conformity to the Principal (if applicable).

7. Documentation

- 7.1. The Contractual Partner shall be obliged to provide to the Principal prior to or at the latest upon the delivery or service performance all documents agreed upon and usually required for the processing of the order and the use in accordance with the contract, in particular delivery notes, invoices, dispatch and transport documents, other freight documents, packing lists or parts lists as well as customs documents and information of the origin of the goods (preferential and non-preferential) including any required proofs of origin and supplier declarations, declarations of conformity to be issued – in particular those in accordance with the Regulation (EC) No 1935/2004, the Regulation (EU) No 10/2011, and the Regulation (EC) No 1907/2006 (REACH) – letters of guarantee, certificates, data sheets, user manuals, other technical documentation and other product-specific documents. The Principal shall be free to use the documentation for their own purposes and to create copies of it.
- 7.2. The delivery note shall include the date (of issue and dispatch), the content of the delivery (item number and quantity) and the Principal's order reference (date and number). If the delivery note is missing or incomplete, the Principal shall not be held responsible for any resulting delays in processing and payment. A corresponding dispatch notification containing the same information shall be sent to the Principal separately from the delivery note.
- 7.3. To the extent that the Contractual Partner is obliged to provide documents pursuant to section 7.1 above, the delivery and service shall only be deemed to be complete if the Principal received also these documents. As long as parts of these documents have not been provided or their content is not correct, the Principal shall be entitled to retain the payment of the remuneration to a reasonable extent in accordance with section 9.5 of these GTCP until the proper submission of the documents.
- 7.4. Furthermore, the Contractual Partner shall be obliged to provide to the Principal upon request and without delay all other information and documents (in addition to the ones indicated in section 7.1 above) that the Principal or a customer of the Principal requires in order to assess the compliance with (and to demonstrate to third parties the compliance with) statutory or other regulations, in particular the Regulations (EC) No 1935/2004, (EU) No 10/2011 and (EC) No 1907/2006 (REACH). These shall include, in particular, evidence of the tests, calculations and analyses carried out, as well as the values resulting therefrom.
- 7.5. The Contractual Partner shall ensure that all provided information and documents are complete, correct and up-

to-date. The Contractual Partner shall inform the Principal without delay and in writing if any information changes or it becomes apparent that the information provided was inaccurate or incomplete.

- 7.6. Upon the first request, the Contractual Partner shall indemnify the Principal against all claims by third parties – in particular, customers of the Principal or authorities – that are asserted against the Principal on the basis of incorrect, incomplete, delayed or missing information or documents owed by the Contractual Partner. The Contractual Partner shall reimburse the Principal for all necessary expenses arising from or in connection with the assertion of such claims, or which the Principal could reasonably assume to be necessary expenses for the proper handling of the matter, including reasonable legal defence costs.

8. Export control

- 8.1. The Contractual Partner shall be obliged to comply with the applicable export control, import and sanctions regulations, in particular those of the Federal Republic of Germany and the European Union. This shall include, in particular, obtaining authorisations as well as verifying whether any restrictions regarding the import, export or use of goods apply.
- 8.2. The Principal shall be entitled to refuse to fulfil the contractual obligations if there are conflicting export control or sanctions regulation. In this case, the Principal shall be permitted to rescind the contract with the Contractual Partner.
- 8.3. The Contractual Partner shall be obliged to provide to the Principal upon request and without delay all information and documents – in addition to the documents to be submitted in accordance with section 7 – that concern the Contractual Partner's delivery item or supply chain and that are required by the Principal to comply with export control, import and sanctions regulations. These shall include, in particular, information on obligations to obtain permits, restrictions under export control law and export control classifications.

9. Prices, payment

- 9.1. The agreed prices shall be fixed prices that do not include the value added tax (VAT), which shall be added to the aforementioned prices. Unless otherwise agreed between the parties in individual cases, the price shall cover all services and ancillary services of the Contractual Partner (e.g. assembly and installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any possible transport and liability insurance as well as customs duties).
- 9.2. The Contractual Partner shall indicate in their invoices the Principal's order number, the item number, the delivery quantity and the delivery address; the Contractual Partner shall be liable for any consequences arising from a failure to comply with this obligation.
- 9.3. Unless otherwise agreed, payments shall be made in full within 30 calendar days of the receipt of the performance owed under the contract and of a duly issued invoice.
- 9.4. For determining the punctuality of the payment owed by the Principal, it shall be sufficient that the bank transfer order has been received by the Principal's bank.
- 9.5. To the extent legally permissible, the Principal shall be entitled to rights of set-off and retention and the defence of the non-performance of the contract. In particular, the Principal shall be entitled to withhold due payments to an appropriate extent as long as the Principal is still entitled to claims against the Contractual Partner arising from incomplete or defective performance.
- 9.6. The assignment of any claims of the Contractual Partner against the Principal to third parties shall not be permitted. The Contractual Partner shall be permitted to set off only

claims that are undisputed or have become *res judicata*, and to assert a right of retention only on the basis of such claims.

- 9.7. The Principal shall not owe any interest payable as from the due date.

- 9.8. In the event of any default in payment, the Principal shall owe default interest at the rate of five percentage points above the basic rate of interest in accordance with sect. 247 of the German Civil Code [*Bürgerliches Gesetzbuch, BGB*].

10. Property rights

- 10.1. Reservations of title on the part of the Contractual Partner shall only apply if they relate to the Principal's obligation to pay for the respective products the title to which the Contractual Partner reserves. In particular, any extended or prolonged reservation of title shall not be permitted.
- 10.2. Any machines, tools, specimens, containers, parts, materials and other items provided by the Principal to the Contractual Partner or manufactured completely or partially at the Principal's expense ("**Items provided by the Principal**") shall remain the property of the Principal or shall become the property of the Principal when they are manufactured. Items provided by the Principal may only be used for the purposes of the contract between the Parties.
- 10.3. The Contractual Partner shall be obliged to mark the Items provided by the Principal as the Principal's property, to store them separately with due care and to insure them, at the Contractual Partner's own expense, to an appropriate extent against damage of any kind. The Contractual Partner shall examine, maintain and repair at their own expense any Items provided by the Principal to the extent that tools or machines are concerned. Any loss, damage or other impairments caused to the Items provided by the Principal shall be reported to the Principal without delay.
- 10.4. The Contractual Partner shall return the Items provided by the Principal upon the Principal's request without delay if and to the extent to which the Principal no longer requires them for performing the contracts concluded between the Parties. The Contractual Partner shall bear the risk of the accidental loss or damage to the Items provided by the Principal until the return.
- 10.5. Any processing or transformation by the Contractual Partner of the Items provided by the Principal shall be carried out on behalf of the Principal; the Principal shall be deemed to be the manufacturer and shall directly acquire the title to the newly created item. If Items provided by the Principal are processed together with items of other owners or combined to form a single item or mixed inseparably, the Principal shall directly acquire co-ownership of the new item in the proportion of the value of the Items provided by the Principal to the value of the other processed, combined or mixed items at the time of the processing, combining or mixing. If, in the case of the combining or mixing, the Principal's item is to be considered as main item, it shall be deemed to have been agreed that the Contractual Partner shall transfer to the Principal the co-ownership of the new item on a pro-rata basis. The Contractual Partner shall store the sole or co-ownership item created in this manner on behalf of the Principal free of charge.
- 10.6. The Principal shall be permitted to process, transform, mix or inseparably combine with other items the delivered goods in the orderly course of business ("**Further Processing**"), so that the Principal is deemed to be the manufacturer and acquires the title to the product at the latest upon the Further Processing in accordance with the statutory provisions.

11. Warranty

- 11.1. In the case of defects, the Principal shall be entitled to the statutory warranty rights without any restrictions. In particular, the Principal shall be entitled to claim, at the Principal's option, the rectification of the defect or the

delivery of a defect-free item or a reduction of the purchase price or damages. The following additional provisions and clarifications for the benefit of the Principal shall also apply.

- 11.2. In the case of a defective or incorrect delivery, the Contractual Partner shall be liable for the expenses necessary for the purpose of a subsequent performance, in particular transport, travel, labour and material costs, costs of removal and reinstallation as well as sorting and inspection costs. This shall also include the costs of returning or collecting the defective goods or the work as well as of the replacement delivery. The Contractual Partner shall bear these costs even if it becomes apparent that there was actually no defect. The Principal's liability for damages in the case of an unjustified request for the rectification of a defect shall remain unaffected; however, the Principal shall only be liable if the Principal has recognised or failed to recognise due to gross negligence that there was no defect.
- 11.3. In accordance with the statutory provisions, the Contractual Partner shall be liable, in particular, for the goods to be delivered or the work to be created having the agreed quality at the time of the passing of the risk of accidental deterioration, destruction or loss. In each case, the following shall be deemed to be agreements regarding the quality:
- The requirements set out in these GTCP, in particular in section 5, regarding varietal purity, material composition, level of quality, freedom from impurities/foreign substances/contaminants as well as
 - the product descriptions, drawings, illustrations, calculations, plans and tolerance specifications that – in particular, by designation or reference in the Principal's order – have become a subject matter of the respective contract or have been included into the contract in the same way as these GTCP; in that context, it shall not make any difference whether the product description was prepared by the Principal, the Contractual Partner or a third party.
- If the Principal's orders are based on samples and specimens provided by the Contractual Partner, in all other respects, the quality of these samples and specimens shall be deemed to be the agreed quality.
- 11.4. In the case of deviations from the agreed quality that constitute a not insignificant defect, the Principal shall be permitted (where appropriate, after prior to that a period was set and expired without result) to rescind the contract relating to the performance concerned; any further rights shall remain unaffected.
- 11.5. In the case of the delivery of goods that the Principal is obliged to inspect in accordance with sect. 377 of the German Commercial Code [*Handelsgesetzbuch, HGB*], the Principal shall inspect the delivered goods within an appropriate period with regard to deviations in quality and quantity, whereby the Principal shall only be obliged to carry out a minimum inspection based on a visual assessment of the item and the delivery note in order to identify obvious defects (e.g. any damage in transit, incorrect or incomplete deliveries) or defects that are detectable through random sampling. A notification as defined by sect. 377 of the German Commercial Code shall be considered, in any case, as given in due time if the Contractual Partner receives it at the Contractual Partner's registered office within eight working days from the date of the receipt of the goods. In any case, a notification of hidden defects shall have been given in due time if the Contractual Partner receives the notification within eight working days from the detection of the defect.
- 11.6. The Principal shall not be obliged to inspect the goods or make specific enquiries regarding any defects upon the conclusion of the contract. Partly deviating from

sect. 422(1), sentence 2 of the German Civil Code, the Principal shall therefore be entitled, without any restrictions, to claims based on defects even if the Principal was unaware of the defect at the time of the conclusion of the contract as a result of gross negligence.

- 11.7. In the event of imminent danger, the Principal shall be entitled, after notifying the Contractual Partner appropriately, to rectify the defects themselves or have them rectified by third parties at the Contractual Partner's expense.
- 11.8. When accepting or approving any of the Contractual Partner's specimens or samples provided, the Principal shall not be considered as waiving any warranty claims.
- 12. Intellectual property rights (defects of title)**
- 12.1. The Contractual Partner shall warrant that no third party rights – in no particular copyrights, trademarks, patents, other intellectual property rights or operating secrets – will be violated in countries of the European Union by any goods delivered and services performed as well as by their usage by the Principal in accordance with the contract. The Contractual Partner shall be obliged to indemnify the Principal, upon first request, against all claims that third parties assert against the Principal on the basis of such a violation of third party rights and to reimburse the Principal for all necessary expenses arising from or in connection with the assertion of such claims. This shall not apply if the Contractual Partner proves that the Contractual Partner is not responsible for the violation of the rights and could not have been expected to be aware of it if the Contractual Partner had exercised due commercial diligence at the time of delivery. An agreement, in particular a settlement, with the third party shall only be permissible on the basis of a mutual agreement between the Principal and the Contractual Partner.
- 12.2. If the usage in accordance with the contract is impaired or prohibited due to a violation of intellectual property rights of third parties, the Contractual Partner shall, at the Contractual Partner's option, either change or replace the delivery or service in a manner that the violation of the intellectual property rights no longer exists – but at the same time complies with the contractual conditions – or to procure the right of use for the Principal with the result that the delivery or service may be used by the Principal in accordance with the contract without any restrictions and additional costs.
- 12.3. Any further statutory claims of the Principal based on defects of title related to the products delivered to the Principal shall remain unaffected.
- 13. Recourse against the supplier**
- 13.1. In addition to claims based on defects, the Principal shall be entitled, without any restrictions, to the Principal's statutory claims for the reimbursement of expenses and for the recourse within a supply chain (recourse against the supplier in accordance with sects. 478, 445a, 445b or §§ 445c, 327 Abs. 5, 327u of the German Civil Code). In particular, the Principal shall be entitled to claim exactly the type of supplementary performance (subsequent improvement or a replacement delivery) from the Contractual Partner that the Principal owes to their customer in an individual case. The Principal's statutory right of choice in accordance with section 439(1) of the German Civil Code shall not be restricted thereby.
- 13.2. Before the Principal acknowledges or fulfils any claim asserted by the Principal's customer (including the reimbursement of expenses in accordance with sects. §§ 445a(1), 439(2), (3) and (6), sentence 2, 475(4) of the German Civil Code), the Principal shall notify the Contractual Partner and, while briefly summarising the facts, request a written statement. If a substantiated statement is not provided within a reasonable period of time

and no amicable solution is reached, the amount actually granted by the Principal in satisfaction of the customer's claim based on the defect shall be deemed to be owed to the Principal's customer. In that case, the Contractual Partner shall be obliged to prove the contrary (if applicable).

- 13.3. The Principal's claims based on the recourse against the supplier shall exist even if the defective goods have been combined with another product or have been further processed in any other manner, in particular by fitting, mounting or installing, by the Principal, their customer or a third party.

14. Product liability

- 14.1. The Contractual Partner shall indemnify the Principal, upon first request, against all third-party claims that are attributable to a defective product supplied by the Contractual Partner if the cause of this lies within the Contractual Partner's sphere of control and organisation and if the Contractual Partner is directly liable towards third parties. The Contractual Partner shall reimburse the Principal for all necessary expenses arising from or in connection with such third-party claims, including the costs of any product recalls carried out by the Principal.

- 14.2. The Contractual Partner shall take out and maintain at their own expense a product liability insurance with an insured sum amounting to at least €10 million per personal injury or property damage, respectively. The Contractual Partner shall submit to the Principal upon request at any time a copy of the liability insurance contract. Any other statutory claims of the Principal shall remain unaffected.

15. Force majeure

- 15.1. If the event of a failure to comply with the Delivery or Service Schedule as a result of force majeure, the Principal shall be permitted to request the Contractual Partner to perform the delivery or service at a later date on the terms and conditions originally agreed or, after the expiry of an appropriate grace period, completely or partially rescind the contract or terminate it.
- 15.2. Each Party shall do everything within their power that is necessary and reasonable to mitigate the consequences caused by force majeure. The Party affected by the force majeure shall notify the other Party in writing without delay of the commencement and end of the impediment in each case.

16. Liability

- 16.1. Unless otherwise provided for in these GTCP, the Contractual Partner shall be liable to the Principal in accordance with the statutory provisions, in particular, also in the case of damages in lieu of performance.
- 16.2. The Principal shall be liable for any resulting damage only if such a damage is based on the infringement of an essential contractual obligation or on an intentional or grossly negligent conduct on the part of the Principal, a legal representative or a performing agent [*Erfüllungsgehilfe*].
- 16.3. In the case of an infringement of an essential contractual obligation, the Principal's liability shall be limited to the foreseeable damage that is typical for the contract. An "essential contractual obligation" shall mean obligations the fulfilment with which enables the due performance of the contract the first place or the compliance with which the Contractual Partner relied on or was entitled to rely on.
- 16.4. Any further liability on the part of the Principal for damages, in particular in cases of an infringement of non-essential contractual obligations based on simple negligence, shall be excluded.
- 16.5. The limitations of liability set out in items 16.2 to 16.4 shall not apply in cases of damage based on any culpable injury

to life, body or health by the Principal, a statutory representative or a performing agent [*Erfüllungsgehilfe*].

17. Liability exclusion – Law on the Regulation of a General Minimum Wage

- 17.1. The Contractual Partner shall be obliged to comply with all statutory provisions, in particular, with the German Law on the Regulation of a General Minimum Wage [*Gesetz zur Regelung eines allgemeinen Mindestlohns, Mindestlohngesetz, MiLoG*, hereinafter referred to as "MiLoG"] of 11 August 2014 (as amended) and shall pay to their employees a remuneration amounting to at least the respective statutory minimum wage.

- 17.2. The Contractual Partner shall also undertake to ensure, for their part, that subcontractors – that the Contractual Partner is permitted to work with only after the Principal's prior written consent has been granted in accordance with section 3.1 above – and parties hiring out employees, which were retained by the Contractual Partner, also subject themselves to contractual obligations to comply with the MiLoG and to regularly pay the respective minimum wage in accordance with sect. 1(2) of the MiLoG and to impose this obligation on their part on other subcontractors or parties hiring out employees when working with them.

- 17.3. The Contractual Partner shall indemnify the Principal against all third-party claims based on violations by the Contractual Partner of the MiLoG or the German Act on Mandatory Working Conditions for Workers Posted Across Borders and for Workers Regularly Employed in Germany [*Gesetz über zwingende Arbeitsbedingungen für grenzüberschreitend entsandte und für regelmäßig im Inland beschäftigte Arbeitnehmer und Arbeitnehmerinnen*, in short: *Arbeitnehmerentsendegesetz*, abbr.: *AEntG*, hereinafter referred to as "AEntG"], and in particular, against all claims arising in connection with sect. 13 MiLoG. This shall also apply to any necessary costs arising on the part of the Principal due to the assertion of claims by the employees or third parties (e.g. social security institutions). These shall also include any lawyer's fees for any possibly necessary legal defence (out-of-court and in court) after the assertion of such claims.

- 17.4. The Contractual Partner's obligation to indemnify the Principal against third-party claims in accordance with section 17.3 above shall also apply in the case of violations of the MiLoG or the AEntG by subcontractors retained by the Contractual Partner in accordance with section 3.1 above, in particular if employees of the subcontractor assert claims against the Principal arising from the MiLoG or the AEntG.

- 17.5. In the case of a violation of the MiLoG by the Contractual Partner and/or of the obligations set out in items 17.1 to 17.4 above, the Principal shall be entitled to withhold reasonable amounts of due payments. Under the same conditions, the Principal shall be entitled – after the expiry without result of a period set for remedial action or after an unsuccessful warning letter – to rescind the contract between the Parties or to terminate the contract for cause without notice and with immediate effect.

18. Compliance

- 18.1. The Contractual Partner shall undertake to comply with all statutory requirements relevant to their area of business, in particular, related to the protection of human rights, labour and social standards and environmental issues. This shall include, in particular, obligations applicable in accordance with the German Supply Chain Due Diligence Act [*Lieferkettensorgfaltspflichtengesetz*] and the EU requirements regarding corporate due diligence. The Contractual Partner shall ensure that any subcontractors retained by the Contractual Partner also comply with these requirements.

- 18.2. The Principal shall be subject to a code of conduct that is binding on all companies within their group ("**ALPLA Code of Conduct**"), which governs ethical, social, environmental and statutory (minimum) standards as well as principles of proper and lawful conduct. The Contractual Partner shall undertake to comply with the principles set out in the ALPLA Code of Conduct as well as all comparable, generally accepted standards of proper and lawful conduct.
- 18.3. This obligation shall apply irrespective of the validity of individual provisions or any possible subsequent changes to the ALPLA Code of Conduct; the underlying ethical, social, environmental and statutory requirements shall be authoritative at all times. The Contractual Partner shall undertake to comply in each case with the current version of the ALPLA Code of Conduct and to implement its standards also in their own business area as well as in relation to hired subcontractors and to ensure this in a verifiable manner.
- 18.4. The ALPLA Code of Conduct shall be provided to the Contractual Partner prior to the conclusion of the contract and shall form a part of the contract. The Principal may verify the compliance with the ALPLA Code of Conduct.
- 19. Limitation of actions**
- 19.1. Unless otherwise specified below, the claims between of the Parties against each other shall to become statute-barred in accordance with the statutory provisions.
- 19.2. The limitation period for contractual claims based on defects shall amount to 36 months from the passing of the risk of accidental deterioration, destruction or loss unless statutory provisions provide for longer limitation periods. If the Principal is also entitled to non-contractual claims for damages based on a defect, the standard statutory limitation period shall apply in this case (sects. 195, 199 of the German Civil Code) unless the application of the limitation periods under the legal provisions governing the sale of goods results in a longer limitation period in an individual case.
- 19.3. Upon the Contractual Partner's receipt of the Principal's notification of defects, the limitation period of warranty claims shall be suspended until the Contractual Partner rejects the Principal's claims or declares the defect to be rectified or otherwise refuses to continue negotiations regarding the Principal's claims. In the event of a replacement delivery or a rectification of defects, the warranty period for replaced and subsequently improved parts shall start to run anew unless the Principal must have reasonably assumed, on the basis of the Contractual Partner's conduct, that the Contractual Partner did not consider themselves obliged to implement the measure and did not act in recognition of their duty to rectify any defects.
- 20. Final provisions**
- 20.1. The GTCP and any legal relationships between the Parties shall be governed by the law of the Federal Republic of Germany; any references to other legal systems and international contracts shall be excluded. The application of the UN Convention on Contracts for the International Sale of Goods shall be excluded.
- 20.2. The place of jurisdiction for all disputes arising from the contractual relationship shall be the Principal's place of business in Bitterfeld-Wolfen. However, the Principal shall also be entitled to institute legal proceedings at the Contractual Partner's general place of jurisdiction.
- 20.3. The Contractual Partner shall be permitted to indicate, for advertising purposes or as reference, the Principal, the business relationship with the Principal or the Contractual Partner's obligation to supply goods or provide services for the Principal only with the Principal's prior written consent.
- 20.4. If individual provisions of these GTCP should be completely or partially void, invalid or unenforceable, the validity and enforceability of the other provisions shall remain unaffected thereby. Instead of the void, invalid or unenforceable provision or for fulfilling a regulatory gap, which became apparent subsequently, a valid and enforceable provision shall be deemed to be agreed upon that most approximates the purpose pursued by the void, invalid or unenforceable provision in terms of subject matter, scope, place and area of application – or, in the case of any regulatory gaps, that most approximates the economic meaning and purpose of these GTCP.