

## General purchasing conditions of TPE Sealing GmbH

### 1. General

- 1.1 These general purchasing conditions ("purchasing conditions") of TPE Sealing GmbH ("TPE" or "we/us") apply exclusively to entrepreneurs within the meaning of § 14 BGB, i.e. natural or legal persons - including those under public law and special funds under public law - who act with regard to the delivery of the goods in the exercise of their commercial or independent professional activity (hereinafter referred to as "supplier").
- 1.2 Our purchasing conditions apply exclusively; We do not recognize any general terms and conditions of the supplier that conflict with or deviate from our purchasing conditions unless we have expressly agreed to their validity in writing. Our purchasing conditions also apply if we accept deliveries of products and services from the supplier (hereinafter also "subject of the contract") or pay for them despite being aware of the supplier's conditions that contradict or deviate from our purchasing conditions. The supplier's terms and conditions do not apply, even if we do not specifically object to their validity in individual cases. Even if we refer to a letter that contains or refers to the supplier's terms and conditions, this does not constitute agreement with the validity of those terms and conditions. This also applies if these terms and conditions do not contain any separate provisions regarding individual points of our purchasing conditions.
- 1.3 Our purchasing conditions also apply to all future deliveries and services from the supplier to us until our new purchasing conditions apply.

### 2. Conclusion of contract and changes to contract

- 2.1 Orders, contracts and delivery calls must be in writing (for changes/additions see section 20.4). The written form - even if specified elsewhere in these purchasing conditions - is also maintained through transmissions via email and digital/electronic signatures and signatures (e.g. Docu-Sign). The priority of the individual agreement (§ 305b BGB) remains unaffected for individual agreements in any form
- 2.2 Verbal agreements before or upon conclusion of the contract require written confirmation from our purchasing department to be effective; furthermore, only orders issued or confirmed in writing by our purchasing department are binding.
- 2.3 Cost estimates are binding and will not be reimbursed unless expressly agreed otherwise.
- 2.4 Unless otherwise stated in the order, the supplier is obliged to confirm our order in writing immediately, at the latest within 3 working days (Mon-Sat, excluding public holidays at the supplier's headquarters) (order confirmation). A late acceptance/order confirmation that deviates from the content of our order is considered a new offer and requires written acceptance by us. The supplier must expressly inform us of any deviations. Our order can also be confirmed by sending the goods without reservation. Section 2.4 sentences 1 and 2 apply accordingly.
- 2.5 If the supplier creates an offer based on an inquiry from us, he must adhere exactly to our inquiry and expressly point this out in the event of any deviations. If the supplier prepares an offer, a binding contract is concluded through our express written acceptance/order, provided that the offer corresponds to a previous inquiry or we have expressly approved any deviations in the acceptance/order. If the order deviates from the offer, Section 2.4 applies.

### 3. Delivery

- 3.1 Deviations from delivery dates and delivery times agreed in accordance with these purchasing conditions are only permitted with our prior written consent.
- 3.2 Our order and part identification number must be stated on all delivery documents (delivery note, waybills, shipping documents, etc.).
- 3.3 The agreed delivery times and dates are binding. Deadlines run from the date of the order. The goods must be received at the agreed delivery location within the delivery period or on the delivery date - unless

agreed, in case of doubt at our headquarters. If it becomes apparent to the supplier that a delivery deadline or date cannot be met, regardless of the causes of the delay, the supplier must immediately notify us of this in writing, stating the reasons and the expected duration of the delay, and inform us of our decision on the delay to maintain the order. Claims due to delayed delivery remain unaffected by this; This applies both in the event that we withdraw from the order due to delayed delivery and in the event that we agree to a delivery despite the delay.

- 3.4 We are not obliged to accept the goods before the delivery date. If delivery occurs earlier than agreed, we also reserve the right to return the goods at the supplier's expense or, at our discretion, to store the goods at the supplier's expense and risk until the delivery date.
- 3.5 In the event of a delay in delivery, the supplier is obliged to pay a contractual penalty of 0.3% of the respective net order price per calendar day of delay in delivery, but a maximum of 5% of the total order price (net). We reserve the right to assert higher damages, taking into account the contractual penalty and/or other rights.
- 3.6 The unconditional acceptance of the delayed delivery or service does not constitute a waiver of any claims for compensation to which we are entitled due to the delayed delivery or service. With regard to the contractual penalty regulated in Section 3.5 above, this applies to the extent that the contractual penalty can still be claimed up to the final invoice if acceptance is unconditional.
- 3.7 We only accept the quantities or quantities ordered by us. Over- or under-deliveries are only permitted after prior agreements with us.
- 3.8 Unless otherwise proven, the values determined by us upon receipt of the goods are decisive for quantities, weights and dimensions.

### 4. Rights of use

To the extent that the supplier's deliveries or services are protected by copyrights or other industrial property rights of the supplier, the supplier grants us the irrevocable, transferable, unlimited right in terms of time, location and content to use the delivery or service in all types of use, free of charge, in particular to reproduce, distribute, exhibit, change and edit. In addition to the right to use software that is part of the product scope of delivery, including its documentation, to the extent permitted by law (§§ 69a ff. Copyright Act), we also have the right to use it with the agreed performance features and in accordance with the contract Product required scope. We may also create a backup copy without an express agreement.

### 5. Packaging and Transport

The goods must be packed in such a way that damage during transport is avoided. Packaging materials should only be used to the extent necessary to achieve this purpose. Only environmentally friendly, pollutant-free, easily recyclable packaging materials may be used; reusable systems are to be preferred. The supplier's obligation to take back the packaging is based on the legal regulations.

### 6. Pricing and transfer of risk

- 6.1 Unless expressly stated otherwise, the price stated in our order is in EUR and is binding, taking into account sections 2.4 and 2.5. Unless otherwise agreed in writing, the price includes delivery "free of charge" (including any customs duties, shipping costs, etc.) and packaging. The return of the packaging requires a separate agreement. VAT is not included in the price unless expressly stated.
- 6.2 If the supplier provides a sample and/or sample before conclusion of the contract, the production, transport, provision and storage of the sample and/or sample will be carried out at the supplier's expense, unless expressly stated otherwise agreed. The supplier must collect the samples and/or samples delivered within 2 weeks of our request at his own expense.
- 6.3 If no special agreement has been made, the risk of accidental loss or deterioration of the goods passes to us upon handover at the agreed delivery location (DDP in accordance with Incoterms 2020) (hereinafter

“transfer of risk”). If a delivery location is not explicitly agreed, our registered office is considered the delivery location.

## **7. Invoice and payment terms**

7.1 The supplier's invoices must be issued in accordance with the specifications in our order, must in particular contain the order number and partial identification number shown there and must otherwise comply with the current relevant legal requirements. Invoices that are not properly submitted in accordance with the above provisions are only deemed to have been received by us when they are correct.

7.2 Unless a special agreement has been made, the invoice will be settled by us either within 14 days with a 3% discount deducted or within 30 days without deduction from the due date of the payment claim and receipt of both the invoice corresponding to the requirements in Section 7.1 the goods together with any documents owed, delivery notes (see section 3.2), etc. with us. Payments are always made subject to invoice verification.

7.3 We are entitled to offsetting and retention rights to the extent permitted by law.

## **8. Proper contract fulfillment, warranty, incoming goods inspection**

8.1 In the event of defects, we are fully entitled to legal claims, unless otherwise stipulated in these purchasing conditions.

8.2 The supplier guarantees in particular that the goods have the agreed quality and meet the agreed specifications and quality requirements, that all deliveries/services comply with the latest state of the art, the relevant legal provisions and the regulations and guidelines of authorities, professional associations and professional associations, also with regard to execution, Accident prevention and environmental protection. If deviations from these regulations are necessary in individual cases, the supplier must obtain our written consent. The supplier's liability for defects is not restricted by this consent. If the supplier has concerns about the type of execution requested by us, he must inform us of this immediately in writing. Further legal requirements for the goods remain unaffected.

8.3 The warranty period is 36 months from the transfer of risk (Section 6.3). For parts of the delivery delivered as replacements or repaired within the limitation period for our claims for defects, the limitation period begins again from the point in time at which the supplier has fully fulfilled our claims for supplementary performance.

8.4 The supplier must also bear the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labor and material costs; these also include removal and replacement costs. The supplier must also bear any costs that arise or increase as a result of the item being moved to a location other than the agreed delivery location.

8.5 The supplier must carry out quality assurance that is appropriate in terms of type and scope and always corresponds to the latest state of the art with appropriate outgoing goods inspection and must provide us with evidence of this in a suitable form upon first request. If requested by us, a corresponding quality assurance agreement must be concluded with us.

8.6 The parties agree that our incoming goods inspection is limited to externally visible damage, in particular transport damage, and quantity deviations in accordance with Section 377 Paragraph 1 of the German Commercial Code (HGB), as far as relevant to the respective contract. In this respect, a complaint period of 14 days applies from delivery of the goods in question.

## **9. Property rights**

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

9.2 The supplier releases us and our customers from third-party claims arising from any infringements of intellectual property rights and also bears all costs that we necessarily incur in this context.

9.3 We are entitled to obtain approval from the entitled party to use the relevant delivery items and services at the supplier's expense.

## **10. Supplier liability, indemnity**

10.1 The supplier is liable without limitation in accordance with the statutory provisions, in particular for its own culpable breaches of duty and culpable breaches of duty by its legal representatives or vicarious agents.

10.2 The supplier is obliged to indemnify us against claims for damages asserted against us by third parties due to defects in the delivery or other breaches of duty by the supplier, unless the supplier is not responsible for these. In the event of legal defects, the supplier will also indemnify us against any related claims from third parties - including the usual costs of legal defense in accordance with legal regulations and our administrative costs. If the supplier produced his delivery or service based on documents provided by us or on our express instructions and could not have known that this would infringe third-party property rights, the above obligation to indemnify does not apply. Further claims remain unaffected.

10.3 If a claim is made against us due to a violation of official safety regulations or due to domestic or foreign product liability regulations or laws due to a defect in our product that can be traced back to the supplier's goods, we are entitled to demand compensation for this damage from the supplier, insofar as this is caused by the products delivered by suppliers. This damage also includes the costs of a precautionary recall campaign. We will inform the supplier - as far as possible and reasonable - about the content and scope of recall measures to be carried out (including product warnings, etc.) and give him the opportunity to comment. Further legal claims on our part remain unaffected.

## **11. Insurance**

Unless otherwise agreed in individual cases, the supplier is obliged to maintain product liability insurance with coverage of at least €10 million per claim - as a flat rate - for the duration of the warranty and any guarantee periods applicable to the products delivered and to do so at our first discretion. Requests must be demonstrated in an appropriate manner. The amount of our claims for damages is not limited by the coverage amount of the liability insurer.

## **12. Quality, documentation, spare parts and proof of origin**

12.1 The supplier must constantly check the quality of the delivery item. He must inform us of possible improvements immediately. The supplier must immediately inform us in writing of any recognizable errors in specifications and foreseeable complications.

12.2 If minimum and/or maximum values of parameters are specified in an order, the specified maximum values may not be exceeded in any area of the delivery item or the product, unless otherwise agreed in writing, and the specified minimum values may not be undercut in any case or at any point. This must be ensured and documented using suitable testing and measuring procedures. We are entitled to request disclosure of the results of this review in writing at any time and without additional costs.

12.3 The scope of delivery includes, without any special calculations, the product-specific and/or technical documentation, the certificates of conformity as well as other documents and certificates and operating instructions required for the subject matter of the contract or its use, at our discretion in German or English, as well as the legally required labeling of the parts and the product /or its packaging.

12.4 The supplier must ensure that exact batch traceability is guaranteed for the delivery items.

12.5 The supplier is obliged to keep spare parts for the products delivered to us for a period of at least ten (10) years after delivery.

12.6 If the supplier intends to stop producing spare parts for the products delivered to us, this is only possible before the expiry of the deadline in accordance with Section 12.5 for important reasons, for example if any necessary parts can no longer be procured on the

market. The supplier must inform us of this in writing with a lead time sufficient to take the necessary precautionary measures and coordinate any alternatives with the supplier or third parties. To the extent that what the supplier has to explain is not unreasonable in an individual case, the supplier will comply with a notice period of 6 months. In addition, in such cases, the supplier must give us the opportunity to place an order (last time buy) sufficient to bridge a minimum period to be determined by us in a timely manner. If termination occurs before the deadline set out in Section 12.5, our claims for damages remain unaffected by this notification (even) if the aforementioned deadlines are adhered to.

12.7 Upon first request, the supplier must provide us with proof of origin of all ordered products in a suitable form. If, after requesting the proof of origin, the information contained therein is no longer correct, the supplier must inform us immediately and without being asked and issue a new proof of origin. The same applies to VAT proof for foreign and intra-community deliveries.

### 13. Provision, property, tools

13.1 Parts, materials, containers, etc. provided by us (hereinafter referred to as "parts provided") remain our property. These may only be used as intended. The processing or transformation of parts provided is carried out for us. It is agreed that we are co-owners of the products manufactured using the parts provided in proportion to the value of the supplies to the value of the entire product, which are stored for us free of charge by the supplier.

13.2 Unless expressly stipulated otherwise within the scope of agreements made regarding tools provided by us to the supplier (hereinafter "TPE tools"), the provisions of this Section 13.2 TPE tools remain our property. The supplier is only authorized to use the TPE tools for the production of the goods ordered by us, otherwise to store them properly and safely free of charge and to return them to us without request and at their own expense after the order has been carried out. For the period of use in accordance with the above, the supplier must insure the TPE tools at their new value against fire, water and theft damage at their own expense. In the event of such damage occurring, the supplier assigns to us his claims against the insurance company; the assignment is already accepted. The supplier is directly liable to us for any resulting damage to TPE, unless he is not responsible for this. The supplier is also obliged to carry out any necessary maintenance and inspection work on the tools as well as all maintenance and repair work in a timely manner at his own expense. He must report any incidents to us immediately in writing.

### 14. Retention of Title Rights

We can use and/or resell the delivered goods in the normal course of business without any restrictions. Extended or expanded retention of title rights of the supplier are also excluded in other respects.

### 15. Execution of work

If the supplier's employees or other persons commissioned by the supplier carry out work on our factory premises with our consent in fulfillment of the contract, the supplier must ensure that all relevant provisions of the occupational safety regulations, etc. are observed.

### 16. Confidentiality and documents

16.1 The supplier undertakes to maintain the confidentiality of such facts, documents and knowledge that come to his knowledge in the course of conducting business relations with us and that contain technical, financial, business, product or market-related information about our company, our product or our customers, in particular calculation data, manufacturing instructions, production internals and data of any kind, including development or manufacturing features, etc., provided we have designated the respective information as requiring confidentiality or there is an obvious interest in keeping it confidential (collectively referred to as "confidential information"). The supplier will use the confidential information exclusively for the purpose of implementing and executing the contractual relationship with us.

16.2 The supplier may not pass on confidential information to third parties unless we have expressly agreed to this in advance in writing.

16.3 The obligation to maintain secrecy in accordance with Section 16.1 above does not apply if the respective confidential information can be proven:

- a) is state of the art available to the general public or this information becomes state of the art without the supplier's involvement or
- b) was already known to the supplier or was made known by a third party authorized to disclose it or
- c) is developed by the supplier without our involvement and without using other information or knowledge acquired through the contractual contact or
- d) must be disclosed due to mandatory legal regulations or court or official orders.

16.4 The parties remain free to agree in writing that deviating from and/or supplementary provisions to the above provisions within the framework of a separately concluded confidentiality agreement. In the event of conflicting regulations, the confidentiality agreement takes precedence over these purchasing conditions.

16.5 Documents, data carriers and other embodiments of confidential information that we transmit to the supplier to carry out the contractual services remain our property and must be returned to us by the supplier at the latest after the contractual services have been implemented or, at our discretion, destroyed at the supplier's expense.

### 17. Use of third parties and MiLoG

17.1 The use of third parties to fulfill the contract, particularly in production by the supplier (hereinafter collectively referred to as "subcontractor") requires our prior written consent, which we cannot, however, refuse without an objective reason. An objective reason exists in particular if the subcontractor

- (a) does not guarantee proper fulfillment of the contractual services in accordance with all provisions agreed between us and the supplier and all relevant legal requirements,
- (b) is not sufficiently qualified,
- (c) does not have the experience, certificates, permits, etc. required to provide the services owed or
- (d) has already violated safety regulations, quality specifications, legal provisions or other requirements of us or one of our customers in previous business relationships, violated other contractual obligations, in particular has not performed in accordance with the contractual requirements or has shown a lack of reliability in any other way,

or other justified indications exist that the subcontractor does not have the necessary qualifications and/or reliability or does not appear suitable for other reasons to properly carry out the tasks intended to be assigned to him.

17.2 The supplier must inform us in writing of their full company name and registered office in good time before commissioning the respective subcontractor. Furthermore, the supplier must inform us in writing about the type and scope of the services to be provided by the subcontractor before using the respective subcontractor. We are entitled at any time to request evidence of the intended subcontractor's expertise, performance and reliability and compliance with legal regulations.

17.3 The supplier will ensure that its subcontractors fulfill all obligations arising from these purchasing conditions, the order and all other provisions applicable between us and the supplier, insofar as relevant to the services to be provided by the subcontractor, as well as all of its services and those in Employees deployed for this purpose must comply with existing legal duties and obligations (e.g. MiLoG). If claims are made against us by the authorities due to the subcontractor's failure to comply with legal regulations (e.g. MiLoG), the supplier must indemnify us against all damages.

17.4 The supplier is liable to us for subcontractors used by him as if he were at fault (§ 278 BGB).

17.5 The supplier is obliged to employ its employees - especially if they are used to fulfill the contractual obligation towards us - in accordance with the currently valid regulations of the MiLoG, and in particular to pay them the minimum wage provided for in the MiLoG. Upon request, the supplier must provide us with evidence of this in an appropriate form. If the supplier uses a third party to fulfill his contractual obligations to us in accordance with these purchasing conditions, he is obliged to also

oblige him to comply with the provisions of the MiLoG along with the corresponding obligation to provide evidence, to monitor this and to provide us with evidence of this in an appropriate form upon request.

## **18. REACH / RoHS**

18.1 For all deliveries to us, the supplier is obliged to comply with the specifications and requirements resulting from the EU Chemicals Regulation REACH (Regulation EC No. 1907/2006 of December 30, 2006) in the currently valid version (hereinafter "REACH Regulation"), in particular the relevant substances must have been registered. We are not obliged to obtain approval for goods delivered by the supplier under the REACH regulation.

18.2 The supplier guarantees in particular that he will not deliver any products that contain substances in accordance with

- Annexes 1 to 9 of the REACH Regulation in the currently valid version;
- Decision 2006/507/EC of the Council of the EU of October 14, 2004 (Stockholm Convention on Persistent Organic Pollutants) in the currently valid version;
- EC Regulation 1005/2009 on ozone-depleting substances in the currently valid version;
- RoHS (2011/65/EU Restriction of Hazardous Substances) for products according to their area of application contain.

If there are any doubts in this regard from the supplier's point of view, he must immediately inform us in writing in advance.

18.3 If the goods delivered contain substances that are listed on the so-called "Candidate List of Substances of Very High Concern" ("SVHC list") in accordance with REACH, the supplier is obliged to inform us of this in writing in advance and to provide us with all legally required information to provide. This also applies if substances not previously listed are included in this list during ongoing deliveries. The current status of the list is decisive. The above section 18.2 sentence 2 applies accordingly.

## **19. Export control**

The supplier is aware that the export of certain goods - e.g. due to their type or intended use or final destination - may be subject to approval requirements. This applies in particular to so-called dual-use goods. The supplier is obliged to strictly observe the export regulations and embargoes relevant to these goods (deliveries or services, goods, software, technology), in particular those of the European Union (EU), Germany or other EU member states and, if applicable, the USA to inform us in writing of any prohibitory regulations relevant to the delivery in good time before delivery and to release us from all third-party claims that result from a culpable violation of the aforementioned requirements.

## **20. General Provisions**

20.1 Unless otherwise stated, the place of fulfillment for deliveries and payments is our registered office.

20.2 The court responsible for our registered office has exclusive jurisdiction for all disputes between us and the supplier arising from and in connection with the contract. We are entitled, at our discretion, to sue the supplier at his general place of jurisdiction.

20.3 The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

20.4 Changes and additions to the contract, including these purchasing conditions, must be made in writing to be effective. This also applies to this written form agreement. The priority of the individual agreement in accordance with Section 305b of the German Civil Code remains unaffected.