

## GENERAL TERMS AND CONDITIONS OF PURCHASE AND PAYMENT

### I. SCOPE OF APPLICATION

1. These General Terms and Conditions of Purchase and Payment (hereinafter referred to as "Terms and Conditions of Purchase") of Heinlein Plastik-Technik GmbH (hereinafter referred to as "Heinlein" or "we/us") apply exclusively to companies within the meaning of Section 14 *BGB* [German Civil Code] i.e. legal entities, also under public law and under special public law funds, which, in respect of the delivery of goods, are acting in the performance of their commercial or independent professional activities (hereinafter referred to as "Supplier").
2. Our Terms and Conditions of Purchase apply exclusively. We do not acknowledge any General Terms and Conditions of the Supplier which are contrary to or differ from our Terms and Conditions of Purchase, unless we have expressly approved their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept or pay for deliveries of products and services of the Supplier in the knowledge of terms and conditions of the Supplier which are contrary to or differ from our Terms and Conditions of Purchase. Terms and conditions of the Supplier shall not apply even if we do not separately object in individual cases to their validity. Even if we refer to a letter which contains or makes reference to the Supplier's terms and conditions, this shall not constitute any agreement with the validity of those terms and conditions. This shall also apply if such terms and conditions do not contain a separate provision on individual stipulations of our Terms and Conditions of Purchase.
3. Our Terms and Conditions of Purchase shall also apply to all future contracts or deliveries and services by the Supplier to us.

### II. QUOTATION – PURCHASE ORDERS – ENERGY EFFICIENCY

1. The Supplier undertakes to confirm purchase orders from our company within a period of 5 working days at most (in this context and in the entire Terms and Conditions of Purchase: Mon - Sat) (order confirmation). Order confirmations as well as delivery notes must always include the purchase order number shown on our purchase order. A late order confirmation or an order confirmation deviating from the content of our purchase order shall be deemed a new quotation and shall require written acceptance by us. The Supplier must expressly inform us of any deviations. A confirmation of our purchase order can also be made by unconditional shipment of the goods. Sentences 1 and 2 of paragraph II.1 shall apply accordingly.
2. Purchase orders placed by us as well as any amendments or additions, also to these Terms and Conditions of Purchase, shall only be valid when made in writing or we send the Supplier a written confirmation. The written form, also if specified elsewhere in these Terms and Conditions of Purchase, shall also be maintained by transmissions using email or telefax as well as digital/electronic signatures and signatures (e.g. DocuSign). The precedence of the individual agreement (Section 305b *BGB*) shall remain unaffected.
3. The Supplier's quotations and sampling are non-binding and free of charge for us.
4. The company Heinlein Plastik-Technik has for years maintained an energy management system established and certified according to international standards. In view of the foregoing, our procurement processes also focus on energy-efficient products and services. In this way, suppliers actively contribute in improving energy-related services. Products or services which fulfil such criteria only in part or not at all must be actively made known as such in advance to our materials management.

### III. PRICES

1. The prices stated on the purchase order are binding fixed prices and include all expenses of the Supplier in connection with the deliveries and services to be provided to us (including shipment, packaging, any customs duties etc.). Deliveries are to be made to us "DPU Ansbach, Heinlein Plastik-Technik" (Incoterms 2020).
2. The Supplier must indicate the statutory value added tax separately in quotations and invoices. Otherwise it is included in the price.
3. If packaging is to be returned to the Supplier, this shall require a separate agreement.

### IV. PAYMENT TERMS

1. The Supplier's invoices must include the purchase order number shown on our purchase order and otherwise comply with the respectively current, relevant statutory requirements.

2. The Supplier's claims shall be due 30 days after receipt of the goods in full and receipt of a valid invoice according to paragraph IV.1. above.
3. We shall be entitled to rights of set-off and rights of retention to the extent permitted by law.
4. Default interest shall be limited in amount to statutory default interest.

### V. DELIVERY – DEFAULT IN DELIVERY – PASSING OF RISK

1. Unless expressly designated as non-binding, all delivery dates and delivery periods specified on the purchase order or in the contract according to II.1/II.2 of these General Terms and Conditions of Purchase shall be binding.
2. Delivery notes are to be enclosed separately according to purchase orders of the goods.
3. If it becomes clear to the Supplier that a delivery period or a delivery date cannot be complied with, irrespective of the causes of the delay, the Supplier must notify us of this in writing immediately, stating the reasons and expected duration of the delay, and obtain our decision concerning maintenance of the order. Claims due to default in delivery shall remain unaffected by this. This shall apply both in the case that we refrain from the order for reasons of default in delivery and in the case of our consent to a delivery despite lateness.
4. If the Supplier defaults, we shall be entitled to all legal rights in full. The assertion of a contractual penalty according to paragraph V.7. of these Terms and Conditions of Purchase shall remain unaffected by this.
5. If, in the case of a multiple delivery contract, the Supplier defaults in a partial delivery, we shall, after expiry of a grace period set by us with respect to the partial delivery without effect, be released from our obligation of acceptance and payment as soon as we refuse acceptance of that partial delivery in writing. In such case, we shall have the right to purchase goods in replacement. If additional expenses are incurred for this, the Supplier shall reimburse us for them. The assertion of damage in excess of this shall remain unaffected thereby.
6. Partial deliveries and deliveries prior to the agreed delivery date shall require our prior written consent and shall not oblige us to make partial payment in advance.
7. The occurrence of default in delivery shall entitle us to claim a contractual penalty of 0.3 % of the agreed net price per working day, whereby the contractual penalty shall be limited to a total of 5 % of the agreed net price. This shall not apply if the Supplier is not responsible for the delay. The assertion of damage in excess of this and/or other rights is not excluded. The contractual penalty claimed by us shall be set off against this.
8. Unconditional acceptance of a late delivery or service shall not constitute any waiver of claims for compensation, to which we are entitled due to the late delivery or service, including the contractual penalty stipulated above.
9. Deliveries and services shall be provided "carriage paid" or "DPU Ansbach, Heinlein Plastik-Technik" (Incoterms 2020); the Supplier shall bear the performance and transport risk until delivery to us.
10. We shall not be obliged to take receipt of the goods prior to the delivery date. Where delivery is earlier than agreed, we also reserve the right to return the goods at the Supplier's expense or, at our option, to store the goods until the delivery date at the expense and risk of the Supplier.

### VI. DEFECTS IN THE DELIVERY – CLAIMS BASED ON DEFECTS

1. In the case of defects, we shall be entitled to full legal claims, unless otherwise stipulated in these Terms and Conditions of Purchase.
2. The Supplier represents that the Supplier's deliveries or services conform fully with the specimens, samples and descriptions provided by the Supplier, if approved by us and confirmed as stipulated in the contract, and warrants furthermore that the deliveries and services satisfy the agreed specifications and quality requirements, conform with the state of the art and comply with the relevant legal provisions and the regulations and guidelines of authorities, *Berufsgenossenschaften* [institutions for statutory accident insurance and prevention] and trade associations, also with respect to execution, accident prevention and environmental protection. If deviations from these regulations are necessary in individual cases, the Supplier must obtain our written consent on this. Such consent shall not limit the Supplier's liability for defects. If the Supplier has reservations about the nature of the execution requested by us, the Supplier must notify us of this immediately in writing. Further legal requirements of the goods shall remain unaffected by this.

3. The Supplier shall carry out quality assurance, which is appropriate in its nature and scope and always conforms with the state of the art, by corresponding outgoing goods inspection and shall prove this to us in an appropriate form at first request. If requested by us, a corresponding quality assurance agreement shall be concluded with us for this purpose. The parties agree that our incoming goods inspection pursuant to Section 377 HGB [German Commercial Code], if relevant to the respective contract, in this respect shall be limited to externally identifiable damage, especially transport damage, and deviations in quantity as well as the content of the accompanying documents. In this respect, a period for giving notice of defects of 14 days as of delivery of the goods concerned shall apply.
4. If the ordered delivery or service has defects upon delivery to us, this shall entitle us first, at our option, to require remedy of the defect or a replacement delivery. All expenses required for the purpose of remedying defects or providing a replacement delivery or service shall be borne by the Supplier. If a grace period set by us expires without effect, we can choose between reduction of the purchase price or rescission of the contract. The right remains expressly reserved for us in addition to assert damages and claims for the reimbursement of expenses.
5. In urgent cases, we shall have the right to carry out necessary rectification work ourselves in coordination with the Supplier. In such case, the price shall be reduced at least by the costs of rectification.
6. The warranty period is 36 months as of the passing of risk (paragraph V.9.). If negotiations are pending between ourselves and the Supplier concerning our claims based on defects and the Supplier refuses to continue the negotiations, suspension of the statute of limitations shall only end, however, if the refusal is made to us in writing but at the earliest 3 months after such refusal. If, after corresponding notification by us, the Supplier examines its delivery or service for defects, suspension of the statute of limitations based on this shall only end when we are notified in writing of any refusal to remedy defects. For parts of the delivery supplied as replacement or repaired within the warranty period, the limitation period shall be resumed as of the date on which the Supplier has fulfilled our claims for supplementary performance in full.

#### **VII. LIABILITY OF THE SUPPLIER – INDEMNIFICATION – INSURANCES**

1. The Supplier shall be liable without limitation according to statutory provisions, especially for own culpable breach of duty and culpable breach of duty by the Supplier's legal representatives or vicarious agents.
2. The Supplier shall be obliged to indemnify us against damage claims which third parties assert against us due to defects in the delivery or other breach of duty by the Supplier, unless the Supplier is not responsible for them. In the event of defects of title, the Supplier shall furthermore indemnify us against third-party claims in this respect, including the customary costs of legal defence according to statutory provisions and our administrative costs. The foregoing obligation of the Supplier to indemnify shall not apply if the Supplier has produced its delivery or service according to documents provided by us or at our express instruction, the third-party claims are based on this and this was not known to the Supplier at the time of delivery/service. Further claims shall remain unaffected.
3. If a claim is asserted against us for violation of official safety regulations or by reason of domestic or foreign product liability regulations or laws for a defectiveness of the product, which is attributable to the Supplier's goods, we shall have the right to claim compensation for this damage from the Supplier if this was caused by the products delivered by the Supplier, unless the Supplier is not responsible for this. Such damage shall also include the costs of a precautionary product recall. We shall inform the Supplier, where possible and reasonable, about the content and scope of recall measures to be implemented (including product warnings etc.) and give the Supplier the opportunity to comment. Further statutory claims on our part shall remain unaffected.
4. The Supplier is obliged to maintain a product liability insurance covering at least the territory of the EU and also recall cases as well as other market actions with a sum insured of € 5 million per case of damage - lump sum - for the duration of the warranty periods and any guarantee periods applicable to the products respectively supplied and to provide proof of this in an appropriate manner at our first request. The amount of our damage claims shall not be limited by the sum insured of the liability insurer.

#### **VIII. THIRD-PARTY PROPERTY RIGHTS**

1. The Supplier represents that all deliveries and/or services are free of third-party property rights (especially patent rights, copyrights, trademark rights and other property rights).
2. The Supplier shall indemnify us against any third-party claims for infringement of the above-mentioned property rights. Such indemnification applies as well to all expenses and damages incurred by us from or in connection with claims made by third parties.

3. The contracting parties shall inform each other of risks of infringement that become known and alleged cases of infringement and give each other the opportunity of counteracting corresponding claims by mutual agreement.

#### **IX. RIGHTS OF USE – DRAWINGS – MODELS**

1. If the Supplier's deliveries/services ordered or commissioned by us (including plans, drawings, images, models and data carriers of any kind) are protected by copyrights or other industrial property rights of the Supplier, the Supplier shall grant us the irrevocable, transferable right, unlimited in time, location and content, to use the delivery or service at our discretion for all types of use, free of charge, in particular to reproduce, distribute, display, change and process the delivery or service. Apart from the right to use any software, which is part of the scope of the product delivery, including its documentation, to the extent permitted by law (Sections 69a et seq. *UrhG* [German Copyright Act]), we shall have the right to use software with the agreed performance features and to the extent required to use the product as provided in the contract. We may also make a backup copy without express agreement.
2. If items, documents, media etc. were individually manufactured for us based on special specifications, we shall have the right to their exclusive use and exploitation, unless otherwise agreed in individual cases.
3. Tools, gauges, models, templates, calculations, images and drawings, data carriers and other parts of whatever kind provided by us or manufactured at our expense (hereinafter referred to collectively as "materials provided") shall remain our property and are to be surrendered to us immediately at our request. If materials provided are in the Supplier's safekeeping, the Supplier shall insure them accordingly against all insurable risks, especially against theft and fire, and hold them in safekeeping for us, free of charge and adequately protected. Our materials provided may be used only according to their intended purpose.

#### **X. CONFIDENTIALITY – ADVERTISING**

1. The Supplier undertakes to keep confidential such facts, documents and knowledge, which the Supplier becomes aware of in the course of performing the business relations with ourselves and which contain technical, financial, business, product-related or market-related information about our company, our product, our customers and/or other business partners, especially calculation data, manufacturing specifications, internal production information and data, of whatever kind, including development or manufacturing features, know-how etc., if we have designated the respective information as subject to confidentiality or there is an obvious interest in its confidentiality (hereinafter referred to collectively as "confidential information"). The Supplier shall use the confidential information solely for the purpose of implementing and performing the contractual relationship with us as provided in the contract.
2. Disclosure of confidential information to third parties by the Supplier is prohibited, unless we have expressly agreed to this in advance in writing. This shall also survive termination of the business relationship as long as confidential information does not become publicly and generally known.
3. There shall be no obligation of confidentiality pursuant to paragraph X.1 above if it is proved that the respective confidential information:
  - a) is state of the art in the public domain or this information becomes state of the art without any action by the Supplier; or
  - b) was already known to the Supplier or is made known by a third party authorised to disclose it; or
  - c) is developed by the Supplier without any action by ourselves and without exploitation of other information or knowledge acquired through the contractual contact; or
  - d) must be disclosed due to mandatory statutory provisions or orders by a court or official authority.
4. The Parties shall be free to agree provisions in writing which are different from and/or supplementary to the above provisions within the framework of a separately concluded non-disclosure agreement. In the event of conflicting provisions, the non-disclosure agreement shall take precedence over these Terms and Conditions of Purchase.
5. The Supplier may refer to business connections with us in any kinds of advertising and information for third parties only with our express written consent.

#### **XI. SUBSTITUTES**

If the Supplier intends to use substitutes instead of the materials offered, ordered or provided by us, this shall require our prior written consent.

#### **XII. PRIVACY POLICY**

Any collection and processing of personal data of the Supplier, such as full name, valid email address, address, telephone number and such information necessary for the proper performance of the service requested from Supplier and/or fulfilment and

execution of a contract shall be carried out exclusively in compliance with all relevant data protection regulations. For further information on data protection and rights of Supplier under data protection regulations, can be taken from the transparency information which can be found on the internet under the following link:  
[https://www.heinlein-plastik.de/download/Transparenzinformation\\_Heinlein-Plastik\\_allgemein.pdf](https://www.heinlein-plastik.de/download/Transparenzinformation_Heinlein-Plastik_allgemein.pdf).

### **XIII. PRODUCT SAFETY – PERSONAL PROTECTION**

1. All products supplied to us and services performed for us must fulfil all relevant provisions, laws, regulations etc., especially if applicable in the respective individual case:
  - a. Regulations of the *Produktsicherheitsgesetz (ProdSG)* [German Product Safety Act] including the *9. Verordnung zum ProdSG* [9<sup>th</sup> Regulation to the *ProdSG*] (*Maschinenverordnung - 9. ProdSV* [German Machinery Regulation - 9<sup>th</sup> German Product Safety Regulation]);
  - b. *Gesetz über die elektromagnetische Verträglichkeit von Geräten* [German Act on the Electromagnetic Compatibility of Equipment];
  - c. EC Machinery Directive including its amendments;
  - d. all applicable EU directives and harmonised European standards.
2. In the absence of harmonised European standards, German standards and technical specifications according to the "*Verzeichnis der Normen gemäß Maschinenverordnung - 9. ProdSV* " [List of Standards pursuant to the *Maschinenverordnung - 9. ProdSV*] must be complied with.
3. If, in justified cases, there is a derogation from No 1.d of paragraph XIII and No 2 of XIII, it must be proved and documented that the same safety was achieved by other means. This obligation includes the following points:
  - a. Machines ready for use must have a CE marking.
  - b. Where a CE marking is affixed, an EC declaration of conformity in the German language according to Annex II EC Machinery Directive must be attached.
  - c. Where machines are partly complete, a declaration of incorporation pursuant to Annex II B EC Machinery Directive must be enclosed. Realisation of the composition requirements of relevant internal market directives shall be made a condition, as far as possible from the scope of delivery, and shall be certified.
  - d. A certificate from an approved testing and certification body shall be submitted for machines according to Annex IV EC Machinery Directive.
  - e. Operating instructions pursuant to Annex I EC Machinery Directive and DIN EN ISO 12 100-2 in the German language shall be enclosed including the noise emission parameters and, if applicable, vibration parameters.
  - f. Technical documentation pursuant to Annex VII EC Machinery Directive shall be provided.

### **XIV. REACH / RoHS**

1. The Supplier is obliged to comply in all deliveries to us with the specifications and requirements resulting from the EU Chemicals Regulation REACH (Regulation EC No 1907/2006 of 30.12.2006) as amended (hereinafter referred to as "REACH Regulation"), in particular the relevant substances must have been registered. We are not obliged to obtain authorisation under the REACH Regulation for goods delivered by the Supplier.
2. The Supplier warrants in particular that it does not supply any products which contain substances pursuant to
  - Appendix 1 to 9 of the REACH Regulation as amended;
  - EU Council Decision 2006/507/EC of 14.10.2004 (Stockholm Convention on Persistent Organic Pollutants) as amended;
  - Regulation (EC) No 1005/2009 on substances that deplete the ozone layer as amended;
  - RoHS (2011/65/EU Restriction of Hazardous Substances) for products pursuant to its scope of application.
3. If, in the Supplier's view, there are doubts in this respect, the Supplier must notify us of this in advance immediately in writing. If the goods supplied contain substances which are listed on the so-called "Candidate List of Substances of Very High Concern" ("SVHC List") pursuant to REACH, the Supplier shall be obliged to inform us of this in advance immediately in writing and provide us with all information required by law. This shall also apply if, in the case of current deliveries, substances hitherto not listed are included on that list. The respectively current status of the list is decisive. Sentence 2 of XIV.3 above shall apply accordingly.

### **XV. PLACE OF PERFORMANCE – CHOICE OF LAW – PLACE OF JURISDICTION/ARBITRATION CLAUSE**

1. Place of performance for all deliveries and services is our registered office, unless otherwise agreed in individual cases.
2. Any disputes arising from the contractual relationship with the Supplier shall be settled exclusively before a competent court of law at the location of our registered office. We shall have the right at our option to bring an action against the Supplier at

the Supplier's registered office.

At our option, alternatively to the above paragraph, a final decision on all disputes between the parties shall be made without recourse to ordinary courts of law according to the Arbitration Rules of the *Deutsche Institution für Schiedsgerichtsbarkeit e.V. (DIS)* [German Institution of Arbitration]. The place of arbitration proceedings is Nuremberg, Germany. The language of the arbitration proceedings is German. The arbitration tribunal shall consist of a sole arbitrator. For the avoidance of doubt, the parties stipulate that the national courts remain competent for measures ordered by way of interim relief. In this respect, the rule on the place of jurisdiction pursuant to the above paragraph shall apply.

In the case of litigation as defendant, i.e. legal actions directed against us, we must exercise the option pursuant to the above paragraph, upon the Supplier's written pre-litigation request immediately, at the latest within 2 weeks, in writing vis-à-vis the Supplier. If the option is not exercised or not in due time according to the above provisions, the rule on the place of jurisdiction pursuant to the above paragraph shall apply, to the exclusion of the arbitration plea pursuant to Section 1032 ZPO [German Code of Civil Procedure].

3. The law of the Federal Republic of Germany shall apply, to the exclusion of the UN Sales Convention (CISG).

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