

GENERAL PURCHASING TERMS OF RENOLIT SE AND RENOLIT FRANKENTHAL GMBH & CO.KG

1. Scope of application

These terms shall apply to transactions with entrepreneurs. They shall also apply to any future business with the supplier. Upon acceptance of our order, the supplier accepts these terms. A waiver of our terms is only possible by individual agreement.

2. Offer – conclusion of contract

2.1 The supplier shall submit its quotation in accordance with the purchaser's request. Any deviations must be pointed out explicitly. The quotation shall be free of charge for the purchaser. Any cost estimates shall be free of charge for us; deviations are to be agreed with us by individual agreement.

2.2 Title in any quotation documents and means of production (including any drawings, samples, models, etc.) that have been prepared for the purchaser shall pass to the purchaser and such objects shall be surrendered upon request; they must not be sold to any third parties, pledged, or otherwise disposed of. The supplier shall keep them free of charge for the purchaser; this mediation of possession shall make the purchaser the owner of such quotation documents or means of production.

2.3 Orders and corresponding associated agreements shall only become effective upon written confirmation by the purchasing department of the purchaser.

3. Prices – terms of payment

3.1 Unless otherwise agreed in text form, the price quoted upon conclusion of the contract shall be binding. The agreed prices shall be net prices plus any legally owed value added tax. Unless otherwise agreed, delivery shall be made in accordance with DAP Destination (INCOTERMS 2020), including packaging.

3.2 Unless otherwise agreed in text form, payments shall be made once a week. Invoices with longer payment terms are paid in accordance with the same mode, under consideration of the longer target period. However, the prerequisite for any payment shall be defect-free delivery of the goods or provision of the service.

3.3 The purchaser shall have the right to refuse or suspend payment of the invoice amount until final clarification if a delivery is subject to objections.

3.4 The supplier shall not have any right to assign its claims against the purchaser or to have them collected by any third parties without the purchaser's prior consent in text form, which must not be unreasonably withheld.

3.5 The purchaser shall not declare any acknowledgement, in particular regarding the quality, price, defects, or other characteristics of the goods or services, by paying the invoice. Implied acceptance also cannot be assumed based on this.

3.6 The purchaser reserves the statutory rights of offsetting and retention. The purchaser further reserves the right to set off claims even if they have not been established by a court of law.

4. Delivery dates and shipping

4.1 The delivery time stated in the order shall be binding.

4.2 Timeliness of deliveries shall be determined by the date of receipt at the place of receipt specified by the purchaser or, in the case of deliveries that include installation or, if any services or work are provided, by the date of acceptance of these. The supplier shall be obligated to inform the purchaser in writing without undue delay if any circumstances arise or become apparent to the supplier that indicate that the agreed delivery time cannot be met.

4.3 Failure to comply with the agreed delivery periods shall entitle the purchaser to set a reasonable grace period for the supplier; failure to comply with such a grace period shall entitle the purchaser to withdraw from the contract and/or to claim damages for non-performance.

4.4 All shipping documents must show at least our order number in addition to the technical description of the material for deliveries of goods. Processing delays and resulting costs (e.g., demurrage and waiting times) caused by culpable non-observance shall be borne by the supplier. The purchaser reserves the right to return any culpably insufficiently declared deliveries to the supplier at the supplier's expense. The risk of loss shall be borne by the supplier.

4.5 Acceptance of a delayed (partial) delivery or (partial) service without reservations shall not constitute a waiver of rights or claims due to untimely (partial) delivery or (partial) service by the purchaser.

4.6 Unless otherwise agreed in writing, transport of deliveries of goods by the supplier to the indicated destination shall be insured at the supplier's expense. Acceptance shall take place at the following locations:

For RENOLIT SE Worms head office:

The goods receiving department is exclusively responsible for deliveries.

Acceptance of goods: Monday to Thursday 7 am - 12 pm and 12:30 pm - 3 pm

Friday 7 am - 12 pm

Acceptance of raw materials/packaging/sleeves: Monday to Thursday 7 am - 1 pm

Friday 7 am - 11 pm

For RENOLIT SE Frankenthal branch and RENOLIT Frankenthal GmbH & Co.KG

The goods receiving department is exclusively responsible for deliveries.

Acceptance of goods: Monday to Friday 7 am - 3 pm

Acceptance of goods for silo and tanker vehicles: Monday to Friday 7 am - 2 pm

For RENOLIT SE Munich Branch:

The goods receiving department is exclusively responsible for deliveries.

Acceptance of goods: Monday to Thursday 7 am - 3 pm

Friday 7 am - 1 pm

Silo train acceptance: Monday to Thursday 7 am - 2 pm

Friday 7 am - 12 pm

For RENOLIT SE Waldkraiburg branch:

The goods receiving department is exclusively responsible for deliveries.

Acceptance of goods: Monday to Thursday 7 am - 12 pm and 1 pm - 3 pm

Friday 7 am - 11 am

4.7 Partial deliveries shall only be permissible if the purchaser and the supplier have agreed accordingly in text form.

5. Transfer of title

5.1 The purchaser shall generally acquire title in the goods without reservation of any rights for the supplier upon arrival of the goods at the place of delivery or upon handover to a collector specifically commissioned by the purchaser.

5.2 The purchaser agrees to any simple or extended retention of title stipulated by the supplier in its terms and conditions.

6. Warranty, notice of defects, antitrust law

6.1 The supplier shall provide a warranty for its deliveries and services for two years from acceptance, and for construction products and construction services for five years.

6.2 The purchaser shall furthermore receive a right of recourse against the supplier in accordance with §§ 478, 479 of the German Civil Code (*Bürgerliches Gesetzbuch*; BGB).

6.2 If any special characteristics or a specific usability for any ordered goods are stipulated within the scope of the order, the supplier explicitly warrants presence of the corresponding characteristics or the specific usability. The contractually agreed or warranted properties (including any product data sheets, specifications, etc.) are also guaranteed.

6.3 Defects shall be remedied by the supplier at its own expense, at the purchaser's discretion, or the supplier shall make a new delivery or performance free of defects.

6.4 In urgent cases, the purchaser shall have the right to remedy the defects directly or to have them remedied or to procure replacement elsewhere at the supplier's expense.

6.5 If the supplier does not meet its obligation to remedy the defect or to make a new delivery within a reasonable period to be set by the purchaser, if it declares that it is unable to do so, or if the purchaser cannot reasonably be expected to accept remedy of the defect by the supplier, the purchaser may withdraw from the contract wholly or in part, demand reduction in price, remedy the defect or make a new delivery itself or have improvement performed at the supplier's expense, and/or claim damages for non-performance.

6.6 Notices of defects shall be deemed to have been given in time if they are received within three weeks. This period shall be calculated from the date of receipt of goods in the case of incoming goods inspection, and from the date of discovery of the hidden defect in the case of discovery of hidden defects.

6.7 Return of defective delivery items shall be for the account and at the risk of the supplier.

6.8 The purchaser reserves the right to give notice of all defects after the last partial delivery has been made in the case of partial deliveries. This shall only apply as far as the purchaser does not further process the deliveries. The purchaser shall also have the right to give notice of defects wholly or in part before the last partial delivery has been made.

6.9 If the supplier has demonstrably made any arrangements on the occasion of the contractual negotiations or in connection with the contractual relationship that can be qualified as an inadmissible restriction of competition, or if the contractor has violated any anti-trust provisions in any other manner, the supplier shall pay damages in the amount of 15% of the net order value of the products and services provided to the purchaser that are affected by the violation. A valid decision by a cartel authority or a court shall also constitute evidence in this context. The supplier may prove that the loss suffered by the purchaser has been less. The purchaser shall in turn have the right to claim higher damages if a corresponding loss has been incurred; in this case, the supplier shall promptly provide all information as to which products and services were affected by the violation.

7. Consequential damage

The supplier shall pay compensation for any consequential damage caused by a defect in accordance with the statutory liability provisions.

8. Services

8.1 The supplier commits to performing any services (services, contracts for work, etc.) with the due care, and at least with the care customary in the relevant industry and at least corresponding to the state of the art.

8.2 The supplier further commits to using high-quality materials, processing methods, and technologies.

8.3 The supplier represents that it has all regulatory approvals necessary for its activities.

8.4 Objects provided to the supplier by the purchaser for performance shall be treated with care. The supplier shall also ensure that the purchaser's business operations are only impaired to the extent necessary for performance of the services.

9. Safety provisions, REACH

9.1 The supplier explicitly warrants that the delivered objects comply with the requirements of the accident prevention regulations of the employers' liability insurance associations of the chemical industry, as well as the law on technical work equipment (Machine Protection Act [*Maschinenschutzgesetz*]) as amended from time to time, including the

legal regulations passed regarding such laws. The deliveries and services must always be performed in compliance with any other statutory regulations applicable to us at the time of delivery, such as European directives, as well as the generally recognised safety and occupational health regulations.

9.2 The protective devices required in accordance with these provisions shall be provided by the supplier.

9.3 The supplier shall be obligated to include a CE declaration of conformity for new installations and major conversions.

9.4 The delivery object must comply with the material specifications designated by us as well as the DIN or VDE guidelines, hazardous substances must be labelled in accordance with the statutory regulations, and the corresponding safety data sheets must be supplied.

9.5 If the supplier delivers any substances subject to the Hazardous Substances Ordinance (*Gefahrstoffverordnung*; GefStoffV) or any products that may release such hazardous substances, the supplier is obligated to provide the corresponding EC safety data sheet (§14 GefStoffV) before delivery without prompting. The supplier represents that its deliveries comply with the provisions of the REACH Regulation (Regulation EC No. 1907/2006). The supplier shall in particular ensure that any substances contained in the products delivered by it have been pre-registered, as far as required under the REACH Regulation, or registered after expiry of the transitional periods, and that the purchaser is provided with corresponding safety data sheets or the information required under Article 32 of the REACH Regulation. If the supplier delivers any products in accordance with Art. 3 of the REACH Regulation, it shall also be responsible for meeting its obligation to pass on particular information in accordance with Art. 33 REACH Regulation.

10. Compliance with legal provision on workers

10.1 The supplier warrants that it does not use any child and/or forced labour, that it complies with its respective statutory employer regulations, and that it does not directly or indirectly obstruct the statutory individual and collective rights of its employees.

10.2 The supplier shall ensure that the employees deployed by it or its subcontractors or personnel service providers for the performance of contracts with the client receive the statutory minimum wage in accordance with the Minimum Wage Act (*Mindestlohngesetz*; MiLoG) or, if the service to be performed is subject to the scope of application of Posted Workers Act (*Arbeitnehmerentsendegesetz*; AEntG), the respective stipulated minimum wage of the corresponding industry. Furthermore, it shall ensure that mandatory obligations to pay contributions to social insurance institutions, employers' liability insurance associations, and other institutions (e.g., in accordance with § 8 AEntG) are met. The supplier shall indemnify the purchaser against any liability in this respect if this provision is breached. The supplier shall be liable for any damage incurred by the purchaser as a result of the supplier's culpable breaches in this respect.

11. Code of Conduct, Supply Chain Duty of Care Act

11.1 The purchaser hereby refers to its Supplier Code of Conduct (hereinafter the CoC), which can be viewed and downloaded at renolit.com/gtc (in English: renolit.com/en/gtc). The supplier is expected to accept and permanently comply with the content set out there, including any obligations and principles. In particular, the supplier shall be obligated to implement and monitor the principles of human rights, employments, and environmental protection both in its own company and at any subcontractors'.

11.2 In order to assess and minimise the risk in the supply chain with regard to human rights, employments, and environmental protection, the purchaser shall have the right to submit a questionnaire on the typical risk areas at any time, which the supplier must answer within a reasonable period of time. The questionnaire may also refer to preventive and remedial action.

11.3 The supplier commits to informing the purchaser without undue delay if it becomes aware of any violation of or an increased risk to a human rights principle in its supply chain and if this may have an impact on the contractual relationship between the supplier and the purchaser.

11.4 The purchaser shall have the right to verify directly or through third parties whether the supplier complies with its obligations under the CoC by requesting appropriate evidence or by performing an inspection on site (which shall take place during normal operating hours and with reasonable advance notice).

11.5 The purchaser reserves the right to terminate the contract for cause if the supplier demonstrably violates the principles of the CoC and refuses to apply any remedial or preventive measures. The purchaser's right to other remedies shall not be affected by this.

11.6 The supplier shall be liable to the purchaser for damages if the purchaser suffers any damage as a result of violations of the Supply Chain Duty of Care Act (*Lieferkettensorgfaltspflichtgesetz*) caused by the supplier's deliberate or negligent misconduct against the act.

12. Plant safety, evacuation obligations

12.1 Functioning and appropriate personal protective equipment for the relevant activities shall be carried by the supplier and/or the vicarious agents and/or assistants deployed by it and used independently if necessary.

12.2 The purchaser may issue additional safety provisions for the works. These must then be complied with.

Compliance with the requirements listed here shall not exempt from compliance with any other legal provisions.

12.3 If no agreements to the contrary have been made, the supplier shall remove its work material, waste, equipment, tools, containers, devices, transport aids, and the like from the plant premises again at the end of performance of the contract or, if necessary, dispose of them properly. This shall also apply to any vicarious agents and assistants of the supplier. In the event of a breach of this obligation, the purchaser may, after setting a reasonable grace period, perform such work directly or charge a third party with it and pass the costs on to the supplier.

13. Exemption from liability, Product Liability Act

11.1 As far as the supplier is responsible for any damage in accordance with the Product Liability Act (*Produkthaftungsgesetz*), it shall be obligated to indemnify us against any claims for damages by third parties on first demand as far as the cause was or is within its sphere of control and organisation and it is itself liable in relation to third parties.

13.2 The supplier commits to maintaining a product liability insurance with an insured total of EUR 10 million per injury or property damage (lump sum); the purchaser may also assert any further claims for damages that it may be due.

13.3 If a claim is raised against the purchaser by any third party in this respect, the supplier shall be obligated to indemnify the purchaser against such claims upon first written request; the purchaser shall have the right to make final agreements with the third party – without requiring the supplier's consent –, in particular to agree on a settlement.

13.4 The supplier's obligation to indemnify refers to all expenses necessarily incurred by the purchaser from or in connection with the third party's claim, including any reasonable consultancy costs.

13.5 The limitation period for this shall be 10 years, calculated from the conclusion of the contract.

14. Infringement of industrial property rights

The supplier warrants that the delivery and its contractual use do not infringe any third-party property rights, such as any patent rights, copyright, or other property rights. The supplier shall indemnify the purchaser against all third-party claims that are raised against the purchaser due to infringement of the above property rights, as far as these are based on a culpable breach of obligations by the supplier. The licence fees, costs, and expenses incurred by the purchaser for avoidance or elimination of infringements of property rights shall be borne by the supplier.

15. Force majeure

The parties shall inform each other without undue delay if there is any event of force majeure for which the respective party is not responsible and that prevents performance of the contract. Agreed delivery periods shall be extended by the duration of such a disruption, provided that the purchaser has been informed without undue delay. If the end of such a disruption is not foreseeable or if the disruption lasts longer than one month, either party shall have the right to withdraw from the affected contract or to declare termination without notice.

16. Non-disclosure

16.1 The supplier commits to keeping any confidential information that it receives directly or indirectly from the purchaser secret from any third parties without any limitation in time. In this context, confidential information shall be any communication in oral, written, digital (e.g., via e-commerce platforms), or other form regarding any contractual terms, prices, etc. The obligation of confidentiality shall not apply if such information is publicly known or made known with the purchaser's permission or by the purchaser. The supplier must only refer to the existing business relationship with the purchaser with the client's prior written consent or as far as this is necessary for performance of the contract.

16.2 The supplier commits to taking all precautions that are necessary and appropriate in accordance with the principle of proportionality to ensure that confidential information is effectively protected against loss, theft, and unauthorised access.

16.3 Transmitted business secrets of the supplier and the purchaser shall be protected in accordance with the Law for the Protection of Business Secrets (*Gesetz zum Schutz von Geschäftsgeheimnissen*; GeschGehG) or local equivalents.

17. Liability on plant premises

The purchaser shall only be liable for damage or loss, e.g., due to theft, incurred by the supplier during the performance of its activities on the purchaser's plant premises within the scope of its existing business liability insurance, except in cases of culpable intent or gross negligence.

18. Subcontractors

The supplier shall inform the purchaser prior to conclusion of the contract if it intends to use any third parties, in particular subcontractors of any degree, for performance of the contract. Subsequent use of subcontractors shall require the purchaser's written consent.

19. Termination, withdrawal

19.1 If there is any continuing obligation between the purchaser and the supplier, this may be terminated without notice for cause. Cause shall in particular be present if

- the supplier breaches a contractual obligation and does not remedy such breach within a reasonable period of time set by the purchaser and with a threat of termination or the supplier has been unsuccessfully warned by the client with a reasonable period of time; or
- the respective other contracting party suffers a substantial deterioration in its assets that may jeopardise the performance of the contract, or the respective other contracting party no longer meets its obligation to pay taxes and social security contributions; or
- execution becomes inadmissible wholly or in part due to legal or official regulations.

This list is not exhaustive; the purchaser reserves any further statutory rights of termination, termination for cause, and withdrawal.

19.2 Documents, records, plans, and drawings that were required for the contractual cooperation shall be surrendered without undue delay in the event of termination. This shall apply accordingly to cases of withdrawal.

20. Origin of goods, export control

20.1 Upon conclusion of the contract, the supplier shall be obligated to disclose the exact country of origin of the goods and to submit a long-term supplier's declaration for goods with preferential origin status for EU origin goods. In the case of delivery from a preferential country, the supplier must show a valid proof of preference or a declaration of origin on the invoice. If proof of preference or the supplier's declaration turns out to be incorrect, the supplier shall be obligated to compensate the purchaser for any resulting damage.

20.2 The purchaser may request that the supplier inform it legally bindingly in writing of any authorisation requirements for (re-)exports of its goods in accordance with German, European, US export and customs regulations, as well as the export and customs regulations of the country of origin of its goods.

21. Transfer of rights and obligations, change of company name

21.1 The purchaser may transfer the rights and obligations under the contract to an affiliated company within the meaning of § 15 of the Stock Corporation Act (*Aktiengesetz*; AktG) at any time without the supplier's prior consent.

21.2 The supplier shall inform the purchaser without undue delay in writing of any transfer of rights and obligations arising from the contract by operation of law and of any change in its company.

22. Final provisions

22.1 The law of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and any other bilateral and international agreements for the unification of the law on the sale of goods.

22.2 If any individual provisions of the purchasing terms are or become ineffective, the contracting parties commit to agreeing on effective provisions that come as close as possible to the economic meaning of the ineffective provision.

22.3 The ineffectiveness of any individual provisions shall not affect the effectiveness of the remaining provisions.

22.4 The place of performance for all deliveries and services shall be the destination as per the order or confirmation letter.

22.5 The place of jurisdiction shall be Worms. The purchaser shall also have the right to raise an action against the supplier at the court that has jurisdiction for its registered office or the place of performance.

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