Röchling

General Terms and Conditions of Purchase of the Röchling Group (Germany)

(Status: June 2019)

I. General Scope

(1) The present General Terms and Conditions of Purchase apply to all of the business relationships with our business partners and suppliers ("contractors"). The General Terms and Conditions of Purchase only apply whenever the contractor is a businessman (Article 14 of the German Civil Code), a legal entity according to public law or special assets according to public law.

(2) The General Terms and Conditions of Purchase apply especially to contracts about the sale or the delivery of movable objects ("goods"), or both, irrespective of whether the contractor manufactures the goods himself or he buys them from suppliers or subcontracted manufacturers (Articles 433 and 650 of the German Civil Code) and to services. The edition of the General Terms and Conditions of Purchase that was valid and sent to the buyer at the point in time when he placed the purchase order - or in any case the textual form of it that was lastly notified to him - also applies as a basic agreement for similar contracts in future, insofar as nothing else is agreed, without us having to refer to them again in every individual case.

(3) These General Terms and Conditions of Purchase solely apply. The contractor's diverging, conflicting or supplementary General Terms and Conditions of Business will only become part of the contract insofar as we have expressly consented to their validity in writing. This requirement for consent applies in any case and typically whenever we accept the contractor's deliveries and services unreservedly while being aware of his General Terms and Conditions of Business.

(4) Individual agreements that are made with the contractor in individual cases (including collateral agreements, supplements and alterations) take precedence over these General Terms and Conditions of Business in any case. A written contract or our written confirmation is decisive for recognizing the content of such agreements and it is subject to counterproof.

(5) Legally relevant declarations and notices that the contractor issues to us after concluding the contract (e.g., setting of time limits, reminders or a declaration of withdrawal) require to be given in the written form in order for them to be operative or effective. E-mails, faxes, electronic data-processing printouts or electronic declarations suffice for complying with this written form, insofar as these general terms and conditions require written declarations as a prerequisite. Statutory form regulations and further verification in case of doubts via the legitimation of the declaring entity remain unaffected.

(6) References that are made to the validity of the legal regulations only have a clarifying significance. Therefore, the legal regulations also apply without such clarification, insofar as they are not directly altered in these General Terms and Conditions of Purchase or expressly excluded by them.

II. Conclusion of the contract

(1) Our purchase order will apply as binding at the earliest when it is issued or confirmed in writing. The contractor has to advise us about apparent mistakes (e.g., typing errors and arithmetical errors) and incompleteness of the purchase order, including the purchase order's supporting documents, for the purposes of correction or completion as the case may be; the contract applies as not concluded otherwise.

(2) The contractor is obliged to acknowledge our purchase order in writing within 5 working days, or he is obliged in particular to carry it out by means of despatching the goods unreservedly (acceptance).

(3) A delayed acceptance applies as a new quotation and it requires to be accepted by us.

(4) If the contractor has a permanent business relationship with us, he is obligated to inform us in writing and without delay if he intends to alter products or processes in terms of products procured by us. This obligation of disclosure also applies if such product or process alteration is done in the interest of technical progress.

(5) We can also demand that the contractor alter the construction and version of the article that is to be delivered, even after the contract has been concluded, i.e., signed, within the framework of reasonableness. The effects on both contracting parties, especially regarding extra costs or reduced costs as well as the dates of delivery, must be agreed reasonably while doing so. Coordinating meetings that will be held between the contractors who are working on this order while it is being dealt with must be generally recorded in writing, i.e., minutes of the meetings and submitted to us.

(6) All correspondence has to contain our purchase order number as well as the project number (insofar as it exists), the material number and the contact in the Purchasing Department; if this information is omitted, then we will not be responsible for delays in the processing.

III. Period of delivery and delayed delivery

(1) The period of delivery that we quote in the purchase order is binding. If the period of delivery is not quoted in the purchase order and it has otherwise not been agreed, then the ordered goods must be delivered as quickly as possible and according to the periods of delivery that are customary in the branch of industry after the contract has been concluded. The contractor is obligated to inform us immediately in writing whenever he probably cannot comply with the agreed periods of delivery, irrespective of the reason.

(2) The contractor is only entitled to deliver the goods prematurely if we consent to it: whereby a premature due date for payment does not arise. Every foreseeable excess of the agreed time of delivery or delay of the service, or if its quality does not comply with the contract - irrespective of whether that is caused by reasons for which the contractor is responsible or which is no fault of his own - must be notified to us immediately and our decision must be obtained. The contractor bears the risk of procurement for his services, if nothing else is agreed in individual cases. The contractor has to guarantee that he has all of the necessary primary materials at his disposal regarding the agreed time of delivery and that he has arranged his manufacturing deadlines carefully subject to his production capacity and current order book, in such a way that punctual delivery to the receiving office is ensured. The objection of the lack of self-

delivery is immaterial for the onset of delayed delivery.

(3) The receipt of the goods at the receiving office that was quoted by us is decisive for the timeliness of deliveries or subsequent performances. The date of acceptance applies to the timeliness of deliveries in the case of erection or assembly; it also applies to the services. The unreserved acceptance of a delayed delivery or service does not imply any waiver of claims for compensation.

(4) Unforeseeable events and events that cannot be influenced, like for example natural catastrophes, belligerent actions and blockades, which make it entirely or partly impossible to fulfil the contractual duties promptly or essentially exacerbate them, exempt the contractor from performing the contractual duties for the duration and extent of their effects (force majeure). The contractor will exert himself in every case to the best of his ability in order to remedy the interruptions that are hindering the work from being done. If it is impossible for the contractor to carry out the purchase order for a continuous period of 2 months on account of such events, then we can entirely or partly withdraw from the contract. The contracting parties have to immediately inform each other about the onset and end of such events and they have to prove them by submitting a certificate to the Industrial and Commercial Chamber within 7 days after it has demanded one. An unpunctual notification about the events of force majeure entitles us to refuse to recognize them. The rejection of parts with specific deadlines is not a case of force majeure. These regulations also apply to us vice- versa.

(5) If the contractor does not provide his service within the agreed time of delivery, or if he is delayed, then our rights - especially of withdrawal and compensatory damages - will be determined according to the legal regulations. The regulations in Article 3.6 remain unaffected.

(6) If the contractor is delayed, then we can demand a contractual penalty amounting to 1 % of the net price per completed calendar week but not totalling more than 5 % of the net price of the goods with delayed delivery. We are entitled to demand the contractual penalty from the contractor, besides the fulfilment and the compensatory damage, as a minimum amount which he owes according to the legal regulation; the assertion of claims because of further damage remains unaffected. If we accept the delayed service, then we will claim the contractual penalty when the final payment is made at the latest. If the appropriate reservation is neglected when accepting the deliveries, services or subsequent performance, then the contractual penalty can be claimed nevertheless if the reservation will be declared before the final payment is made.

(7) If the delivery is made to an address that does not correspond to the delivery address that we have quoted, then we will reserve the right to demand transport of the goods to the agreed delivery address within one month. As an alternative, we are entitled to transport the goods ourselves without further notice and to claim compensation against the contractor for the outlay.

IV. Performance, delivery, passage of risk and delayed acceptance

(1) The contractor is not entitled to arrange for the work that he owes to be provided via a third party (e.g., a subcontractor) without our prior written consent. An infringement will entitle us to withdraw entirely or partly from the contract as well as to demand compensatory damages.

(2) All transport will be carried out free of charge (including any necessary customs duties and all ancillary costs) to the receiving office that we name, insofar as nothing divergent to this is agreed contractually. The respective place of destination is also the place of fulfilment (domicilium executandi) and the place of any subsequent performance (obligation of fulfilment). The contractor will choose the packaging and means of transport with the due technical care and diligence of a prudent freight carrier and subject to considering any susceptibility of the delivered goods to damage and he will comply with all of the specified packaging and despatching regulations while doing so. Extra costs that are incurred because of him not complying with the despatching regulations will be charged to the contractor. All of the details about a transport insurance policy that it is obligatory to arrange in individual cases must be agreed with our Purchasing Department beforehand, insofar as we must pay for it separately. A despatch notice must be sent in advance for every consignment, which must clearly and legibly bear our purchase order number and the project number, as well as accurately describe the type, quantity and weight - if commercially usual - of the delivered item. Partial and residual deliveries must be described as such in the advice notes and despatch papers.

(3) We are entitled to give back the packaging and pallets and to charge the contractor for their usual value as well as for the return freight.

(4) The delivery must also contain a delivery note that gives information about the date (issue and despatch), content of the delivery (article number(s) and quantity) as well as our purchase order reference (date and number) and also the project number and the internal unloading place at the works (insofar as it exists). If the delivery note is lacking or if it is incomplete, then we will not be responsible for the delays of processing and payment that result from that.

(5) The contractor bears the risk of transport, even if the delivered goods must be collected by us or they will be sent to us in response to our demand. The risk of accidental destruction and deterioration of the article passes to us when it is handed over at the place of fulfilment. Insofar as an acceptance is agreed, it is decisive for the legal passage of risk. The legal regulations about the law of work contracts apply accordingly in the case of an acceptance. The handover or acceptance is equivalent if we are delayed with the acceptance.

(6) The legal regulations apply to the onset of our delayed acceptance. However, the contractor must also offer his work to us expressly even if a determined or determinable calendar period has been agreed for an action or cooperation on our part (e.g., providing materials). If we are delayed with the acceptance, then the contractor can demand compensation of his extra outlays according to the legal regulations (Article 304 of the German Civil Code). If the contract refers to the article that is unreasonable to the contractor to manufacture (individual fabrication), then further rights will only be vested in the contractor if we are obligated to cooperate and if we are responsible for neglecting the cooperation.

(7) Our contractual fulfilment is subject to the reservation that there any no hindrances to the fulfilment on account of national or international regulations of the Foreign Trade Law, as well as if no embargos or other sanctions, or both, oppose it.

V. Prices and terms of payment

(1) The price that is quoted in the purchase order is binding; it is understood to be a fixed price and it excludes subsequent claims as well as increased prices. If the purchase order does not quote any prices, then the contractor's present price lists will apply with commercially usual deductions. All prices are understood to include the statutory rate of turnover tax, if it is not shown or reported separately.

(2) The price includes all of the contractor's services (e.g., assembly and installation) as well as all of the ancillary services (e.g., proper packaging, transport costs including any transport insurance and third-party liability insurance), insofar as nothing else is agreed in individual cases.

(3) Invoices have to include our purchase order number as well as the project number (insofar as applicable), the exact description of the delivered goods (together with the quantity and possibly the weight), the date of delivery and the agreed due date of payment, plus the separate quotation of prices and the turnover tax. We are allowed to reject any invoices that do not comply with the aforementioned requirements. All further documents, especially a certificate about the delivery, must be provided to us on request. No due date for payment will arise before we receive an invoice that includes the aforementioned information and the delivery that it describes is in our direct possession.

(4) Payments do not signify any acknowledgement that the deliveries or services comply with the contract.

(5) We are entitled to retain payments and debt claims arising from the business relationship to a reasonable extent in the case of faulty or incomplete delivery or service, until the fulfilment takes place.

(6) The agreed price will be due for payment within 30 calendar days from the date of completed delivery and service (including any agreed acceptance) as well as 30 days from the receipt of a proper invoice for payment, insofar as nothing else is agreed. If we make a payment within 14 days, then the contractor will grant us a discount of 3 % on the net amount of the invoice. In the case of a bank transfer, the payment will have been received punctually if our bank transfer order is received by the bank before the period of payment expires; we are not responsible for any delays that are caused by the banks that participate in the payment operation.

(7) We do not owe any interest for exceeding the due date of payment. The legal regulations apply to the delay in payments.

(8) Agreed down-payments can be made dependent upon pledging an absolute guarantee on first demand from one of the third parties who we recognize as creditworthy. The third-party has to guarantee the down-payment against the case of lacking services or non- contractually executed services. The costs of arranging and pledging the sureties will be borne by the contractor.

(9) We or our agent, as well as our customer or his agent, insofar as is stipulated in the individual contracts, are entitled (especially if a down-payment has been made according to Clause 5.8) to be convinced about the progress of the manufacture and the compliance with the contractually stipulated requirements for the quality of the products, by means of visiting the contractor's premises as well as those of his subcontractors or upstream suppliers. This entitlement also applies to the quality of the equipment and the materials that are utilized for manufacturing the products, as well as to the completeness and correctness of the contractual documentation. The contractor will provide at his own cost the assistance, workers, materials, electricity, fuels, media, apparatus, instruments, etc., for making the inspections and conducting the tests in the workshop, so that an effective inspection can be made. The contractor will bear all of the costs that result from repeating the inspection (e.g., personnel costs, travel costs and material costs) in the case that a positive inspection or a desired check of the purchasing source, or both, does not materialize because of the contractor's fault.

(10) If models, tools, equipment, etc., are required for manufacturing the goods, then they will remain our property after payment for them.

(11) The right of setoff and the right of retention, as well as the objection that the contract has not been fulfilled, are legally vested in us. In particular, we are entitled to retain the due payments provided that we still have claims against the contractor arising from incomplete or defective services.

(12) The contractor only has a right of setoff or a right of retention because of counter-claims that have been established as legally binding or are undisputed. Debt claims that are made against us will only allowed to be assigned to third parties with our consent.

VI. Observance of secrecy and retention of ownership

(1) Tools, moulds, samples, models, profiles, standard specification sheets, masters or lithographs, logos and other documents that we hand over to the contractor as well as articles made from them afterwards are not allowed to be forwarded to third parties either without our written consent, nor are they allowed to be used for purposes other than the contractual ones without our written consent. We reserve the title to all rights of ownership and copyright of them. They must be protected from unauthorized inspection or utilization, even after the contract has ended and they must be given back to us unsolicited. The aforementioned obligations to observe secrecy do not apply to such confidential information which was already known to the contractor before it was notified to him, or which he has acquired independently or he has obtained in another legitimate way, or which are general or generally known without an infringement. The duty to observe secrecy applies for the duration of the cooperation and beyond the duration of cooperation; it will lapse whenever and insofar as the knowledge that was contained in the forwarded documents has been made known generally.

(2) The aforementioned provision accordingly applies to the substances and materials (e.g., finished products and semi-finished products) as well as to the tools, templates, samples and other objects or articles which we provide to the contractor for manufacturing purposes.

(3) The checking and approval of drawings of the contractor does not justify making claims against us in any case, especially not claims of joint responsibility either. Any alterations that we make must be checked for technical implementability and they do not release the contractor from his duty to ensure the correctness of the dimensions, construction, calculations and function of the ordered article.

(4) The provided materials remain our property and they must be separately stored free of charge, as well as labelled as our property and administered. The contractor will process, mix or connect the provided article on our behalf. If the conditional commodity is processed or mixed with other articles or objects that do not belong to us, then we will acquire the co-ownership of the new article according to the ratio of our article's value (purchase price plus turnover tax) with the other processed articles at the time of processing, mixing or connection.

(5) The contractor undertakes to advise the bailiff about the articles that we own in the case of seizure and to inform us immediately about this matter.

(6) Insofar as our right of security according to Article VI (4) of these General Terms and Conditions of Purchase exceeds the purchase price of all the conditional commodities that have not been paid yet by more than 10 %, we will be obligated to release the rights of security at our discretion in response to the contractor's demand.

(7) The contractor is obligated at his own cost to insure the tools and provisions that belong to us at the new value against the damages that have been caused by fire, water and theft. At the same time, the contractor assigns to us herewith all of his claims for compensation that arise from this insurance; we accept the assignment herewith.

(8) The contractor must label the tools that belong to us as our property and he must only utilize them for the contract's purposes.

(9) The contractor is obligated to promptly carry out any requisite maintenance work and inspection work on our tools, as well as all work of upkeep and repair, at his own cost. He must notify us immediately about any malfunctions; if he neglects to do so, then the claims for compensatory damages that arise from such action or inaction, together with other claims, will remain unaffected.

(10) The goods must be assigned to us unconditionally and irrespective of paying the price. However, if we accept one of the contractor's quotations that is conditional upon paying the purchase price in an individual case, then the contractor's reservation of ownership will lapse at the latest when the purchase price is paid for the delivered goods. We remain empowered in the ordinary course of business, even before paying the purchase price, to resell the goods subject to the prerequisite of the debt claim arising from the resale (alternatively, validity of the simple reservation of ownership that is also prolonged until the resale). As a result, all other forms of the reservation of ownership are excluded in every case, especially the extended and forwarded reservations of ownership that are prolonged for reprocessing.

VII. Defective delivery

(1) The legal regulations apply to our rights in the case of material defects and defects of title in the goods (including faulty delivery and short delivery, as well as improper assembly, defective assembling instructions and operating instructions) and in the case that the contractor infringes other duties, insofar as nothing else is specified in the following text.

(2) The contractor is especially liable according to the legal instructions for the goods having the agreed quality when the risk passes to us. Those descriptions of the products which are the object of the respective contract or which have been included in the contract in the same way as these General Terms and Condition of Purchase - especially by means of describing or referring to our purchase order - apply to the agreement about quality in every case. No difference is made while doing so between whether the description of the product comes from us, or the contractor or the manufacturer. If the contractor has to deliver the goods that are manufactured according to DIN or equivalent foreign standards while complying with precisely or tolerably stipulated chemical or physical values (limiting values) or according to the drawings, then compliance with them must always be guaranteed; the same thing applies if the presence of a seal of quality (e.g., VDE, RAL or equivalent foreign certification marks) were agreed for the delivered article or primary product, regarding every characteristic feature of its qualification, function and reliability or safety, which is intended to ensure that a quality test is conducted for awarding the certification mark.

(3) Diverging from Article 442, Para. 1, Page 2 of the German Civil Code, defects claims are also vested in us unlimitedly whenever we are unaware of the defect when concluding the contract because of gross negligence.

(4) The contractor remains obligated to make a careful inspection of the outgoing goods irrespective of our inspection of the incoming goods. The legal regulations (Articles 377 and 381 of the German Commercial Code) apply to the commercial duty of inspection and complaint according to the following standard: our duty of inspection is limited to the defects that become apparent during our inspection of incoming goods which is made by external consideration including the delivery notes, as well as during our quality control by means of the random sampling procedure (e.g., damage during transport, as well as faulty delivery and short delivery). No duty of inspection exists insofar as an acceptance has been agreed. We will inspect the delivered goods to the commercially usual extent without arranging to check any malfunction or defects in the material's internal structure that become apparent only during the commissioning or use of the materials. We are only obligated to make chemical analyses, physical tests, specific tests of use or trial runs, or testing for compliance with the DIN standards, within the framework of the inspection of incoming goods, if such testing has been expressly agreed. Otherwise, the extent to which an inspection is advisable crucially depends upon considering the circumstances of an individual case according to the proper course of business. Our duty of complaint remains unaffected in the case that the defects are discovered later on. The complaint will apply as being punctual insofar as it is made within a time limit of ten working days that is calculated from the date when the inspection of incoming goods was made, or since they were found insofar as the

detects will only be detected during the processing or reprocessing.

(5) We will receive all of the legally foreseen defects claims, provided that a commercial complaint is made punctually according to the aforementioned paragraphs and before the legal and contractually agreed statutory limitation for defects claims has expired.

(6) The contractor will also bear the costs that he outlays for the purposes of testing and supplementary performance (including any costs of dismantling and installation) whenever it turns out that no defects were actually present. Our liability for compensatory claims remains unaffected in the case of an unjustified demand for remedying defects; however, we are only liable if we have recognized or grossly negligently not recognized that no defects were present.

(7) If the contractor does not comply with his obligation of supplementary performance – by means of remedying the defect (repair) or through delivering a flawless article (replacement delivery) at our discretion – within a reasonable time limit that we have set, then we can remedy the defect ourselves and we can demand compensation or a suitable advance payment from the contractor to cover the expenses that we have necessarily incurred for this purpose. If the supplementary performance by the contractor fails, or if it is unreasonable for us (e.g., because of particular urgency, or jeopardizing the operational safety, or the imminent onset of unreasonable damages), then no time limit needs to be set; we will inform the contractor immediately about such circumstances; even beforehand, if at all possible.

(8) Otherwise, we are entitled to reduce the purchase price or to withdraw from the contract in the case of a material defect or a defect of title according to the legal regulations. Apart from that, we have a claim to compensatory damages and reimbursement of expenses according to the legal regulations.

(9) Even if the contractor is an intermediary, he is liable for the deliveries and services procured by him as well as own deliveries and services. This applies particularly in terms of defects.

VIII. Advertising statements, recourse to the supplier

(1) Our legally specified rights of recourse within a supply chain (recourse to suppliers according to Articles 445a, 445b and 478 of the German Civil Code) are vested in us without limit besides the defects claims. In particular, we are entitled to demand the nature of supplementary performance precisely (repair or replacement delivery) from the contractor, which we owe to our buyer in individual cases. Our legal right of choice (Article 439, Para. 1 of the German Civil Code) will not be limited as a result of that.

(2) We will inform the contractor and request him to make a written statement that briefly describes the facts of the case before we recognize or settle a defects claim that our buyer has made (including reimbursement of expenses according to Articles 478, Para 2, 445a Para. 1, and Article 439, Para 2 and 3 of the German Civil Code). If the statement is not made within a reasonable time limit and if no amicable solution can be brought about either, then the defects claim that we have actually proven will apply as owed by our buyer; the contractor is obliged to prove the contrary in this case.

(3) The contractor exempts us from all claims by our customer asserted based on advertising statements made by the contractor, his pre-supplier (as manufacturer in terms of Article 4 Para 1 or 2 of the German Product Liability Act) or of an assistant of the contractor or pre-supplier in as far as such claims by the customer would not have arisen at all or in their type and amount. This regulation applies regardless whether advertising statement is made before or after the acceptance of our order.

(4) For a period of five years following the delivery, the contactor exempts us from all regress entitlements of our customer asserted against us in accordance with Article 445a German Civil Code in as far as such claim is based on a material defects or defects of title pertaining to the matter delivered by the supplier. The statutory regulations apply in case of defect of title.

(5) Our claims arising from recourse to the supplier also apply whenever the goods have been further (re)processed before they are sold to a consumer by ourselves or by one of our buyers, e.g., through integrating them into another product.

IX. Producer's liability and product liability

(1) The contractor also remains responsible - insofar as further product liability arises from the tortious aspects (Article 823 of the German Civil Code) or on account of contractual claims - for the damages to assets that are indirectly connected with the infringement of a legally protected interest, besides the duty to assume liability for personal injury or material damages that applies to him in accordance with the Product Liability Law. Insofar as the contractor's acknowledgement of the order or his General Terms and Condition of Business regarding sales contain clauses that annul or limit this liability, we will not recognize it or them as part of the contract in any case. If the contractor is responsible for a damaged (or defective) product, then he has to exempt us from third-party claims in this respect because this matter lies within his area of control and organization and because he is himself liable in the external relationship.

(2) In the context of his obligation to indemnification, the contractor has to reimburse us for the expenses which arise from or are connected with a third-party claim including the recall action that we have taken, according to Articles 683 and 670 of the German Civil Code. We will inform the contractor about the content and extent of the recall measures – insofar as possible and reasonable – and we will give him the opportunity of making a statement. Further legal claims remain unaffected.

(3) The contractor has to arrange and maintain a product liability insurance policy (including a cover of the extended product liability duty) with an all-inclusive sum insured of at least € 5,000,000 per claim for personal injury, damage to property and pecuniary detriment.

(4) The contractor guarantees that no third-party rights will be infringed inside and outside the Federal Republic of Germany in connection with his delivery.

X. Statutory limitation

(1) The reciprocal claims of the contracting parties are time-barred according to the legal regulations, insofar as nothing else is specified.

(2) Diverging from Article 438, Para. 1, No. 3 of the German Civil Code, the general period of limitation is 3 years for defects claims, starting from the passage of risk onwards. The statutory limitation will begin when the acceptance is given, insofar as an acceptance has been agreed. The legal period of limitation of 3 years also applies accordingly to the claims arising from defects of title: whereby the period of limitation remains unaffected for real third-party claims of surrender (Article 438, Para 1, No. 1 of the German Civil Code); claims arising from defects of title will not be time-barred in any case, provided that the third party can still claim the right against us and especially for the lack of statutory limitation.

(3) The periods of limitation for the purchase right including the aforementioned extension apply – to the legal extent – to all of the contractual defects claims. Insofar as extra-contractual claims for compensatory damages are vested in us because of a defect, the regular, legal, statutory limitation applies to them (Articles 195 and 199 of the German Civil Code) whenever applying the periods of limitation to the purchase right do not lead to a longer period of limitation in individual cases.

XI. Statutory demands on the ordered article

(1) The contractor is obligated and responsible for making and delivering the ordered article, especially subject to complying with the relevant laws, legal ordinances (e.g., Machine Guidelines, German Legal Ordinance A1, Accident Prevention Regulations, Safe Equipment [Ordinance], Pressurized Container Ordinance, Hazardous Substances Ordinance, etc.), guidelines and DIN standards, etc. If operating the ordered article infringes the regulations according to public law, or if it can only be continued subject to considering subsequently issued instructions, then the contractor will be obligated to retrofit the ordered article at his expense in order to comply with these regulations and instructions. Insofar as and to the extent that a claim is made against us through official measures or civil law because the contractor has infringed the legal obligations, the contractor has to exempt us in response to our first request from such measures and claims, as well as from the costs of legal pursuit (and defence).

(2) The ordered article must show the CE mark and it has to have the declaration of conformity, insofar as this is legally required and it must be usable throughout Europe. Contractors who reside outside the EU must arrange for the declaration of conformity to be drawn up by an authorized representative who is resident inside the EU. The contractor must also arrange for a complete CE identification marking and a complete declaration of conformity to be granted or drawn up, besides the declarations of conformity regarding individual assemblies or machines, in the case of interlinked machines or equipment. The ordered article must be procured in such a way as to comply with the relevant laws, legal ordinances, guidelines and DIN standards, etc., that apply at the point in time of commissioning.

Further requirements that arise from converting the EU law into national law must also be complied with, even if the conversion is only pending or if the guideline proves not to have any subjective effect. The regulations and provisions - especially the provisions of the DIN standards - which are already known and will apply in the future must be complied with, even after any transitional regulations that apply at the point in time of acceptance have expired.

(3) Any approval of construction that we have declared does not release the contractor from warranting the construction and workmanship. The contractor cannot claim that we would have been able to detect a divergence from the reference quality or an adverse effect on the function of the ordered item, within the framework of approving the construction.

XII. Information about materials and safety data-sheets

(1) The contractor undertakes to give information about the materials, which we must forward to our customers according to Article 33 of the REACH Ordinance, before the delivery. This information refers to all of the materials that are listed in Appendix XIV of the REACH Ordinance.

(2) It is the contractor's task to consider the materials that have been newly included in Appendix XIV or Appendix XVII of the REACH Ordinance respectively and he does not need any renewed enquiry from us.

(3) The contractor will submit to us a safety data-sheet that has been drawn up according to Appendix II of the REACH Ordinance for the ordered article, which is subject to forwarding the safety data-sheet according to Article 31 of the REACH Ordinance. The contractor will immediately forward an updated version of the safety data-sheet whenever any information arises for altering it. He does not need any separate request from us for this purpose.

(4) The contractor will ensure that the necessary information about materials according to Articles 31 and 33 of the REACH Ordinance is also present and available to his suppliers. The contractor is liable for the failings of his suppliers regarding the duty of communication. We are entitled to commission laboratories to conduct technical investigations in order to verify that the communication of information about materials is being complied with. The contractor will additionally bear the costs of the laboratories' technical investigation and the services that are associated with them, besides the costs arising from the rights of recourse according to Articles 7, 8 and 9, in the case that these results substantiate an infringement of the REACH Ordinance's provisions.

(5) Upon request, the contractual partner is obligated to provide us with the following information, data and documents in writing:

a) Export limitations according to the Dual Use Directive (EC) No. 428/2009 in their respectively valid form) or according to the attachment "Export list" of the Foreign Trade and Payments Ordinance (AWV);
b) The Export Control Classification Number (ECCN) according to the U.S. Commerce Control List (if the contractual product is subject to the US Export Administration Regulations);
c) The statistical product number according to the current product index for export statistics;

d) The country of origin (non-preferential origin)
e) Supplier declarations regarding the preferential origin (in case of delivery from Germany and countries of the European Union.

XIII. Publications

The contractor is not allowed to make any publications, or to arrange for them to be made in connection with a purchase order or an entire project, without our prior written consent.

XIV. Choice of law and place of jurisdiction

(1) The law of the Federal Republic of Germany applies to these General Terms and Conditions of Purchase and to the contractual relationship between us and the contractor, subject to excluding the international uniform law and especially the UN Convention on Contracts for the International Sale of Goods.

(2) If the contractor is a businessman for the purposes of the German Commercial Code, a legal entity according to public law, or special assets according to public law, then our registered office is the sole place of jurisdiction (domicilium disputandi)
– also internationally – for settling all disputes arising from the contractual relationship. The same thing applies if the buyer is a businessman for the purposes of Article 14 of the German Civil Code. However, we are also entitled in all cases to sue the contractor at the place of fulfilment (domicilium executandi) of the obligated delivery according to these General Terms and Conditions of Purchase, or according to an individual agreement, or to sue him at his place of jurisdiction. Preferential legal regulations, especially regarding sole jurisdictions, remain unaffected.

(3) If a provision of these General Terms and Conditions of Purchase and the further agreements that are made is inoperative or ineffective, or if it becomes so, then the contract's validity will not be affected otherwise because of that.

Additional conditions for the delivery and service of systems and machines

XV. Extent of supply and execution [of the work]

(1) The ordered article must be a complete and effective functional unit - even without a particular basis that is contained in the description which is included in the purchase order - subject to considering the expressly mentioned exclusions of delivery and service and it has to be one that tallies with the agreed price after it has been assembled at the place of utilization, which has a proper, reliable and robust construction that satisfies the demands which are made on the operation and maintenance for achieving the required permanent performance under practical conditions.

(2) The information that is contained in the purchase order letter and its appendices, as well as in the other regulations, applies as describing the agreed qualities.

(3) Each item of documentation that is required for the ordered article and refers to the commissioning, operating and maintenance is also part of the extent of supply and the scope of work, irrespective of the detailed reference to it that is made in the purchase order.

(4) The ordered article must be constructed according to the latest state of technological development and by using the edition of the standards that was most recently valid at the point in time when the purchase order was placed. The contractor will offer us any new knowledge that arises during the period when the ordered item is being manufactured and he will arrange for it to be included in the ordered article if necessary.

XVI. Acceptance and approvals

(1) The sequence of acceptance is regulated according to the conditions that are stipulated in the purchase order. It can be applied for after the ordered article has been commissioned successfully at the earliest.

(2) The acceptance of the ordered article does not signify a waiver of the rights that are vested in us, especially of the claims under guarantees and warranties, the claims for compensatory damages arising from delay or default, the contractual penalties, etc. Article 341, Para 3 of the German Civil Code is inapplicable.

(3) We are entitled to use the ordered article on a trial basis - after the end of the commissioning and before the acceptance
- for testing purposes under production conditions. The same thing also applies analogously to minimizing the damage that we suffer, in the case that the ordered article cannot be accepted yet for reasons that are the contractor's responsibility. This rule does not signify any acceptance or partial acceptance and it does not have any effect on the period or extent of the contractor's duty of warranty.

Additional conditions for the purchase of software/IT services (XV.-XXIII.):

XV. Quality

All deliveries and services have to comply with the state of the art at the time of delivery.

XVI. Extension of license

From the time of initial delivery of the software, the purchaser can place subsequent orders for further competitive user licenses at the list price applicable then less discounts agreed upon today.

XVII. Services

(1) As at the completion of the contract, we are entitled to commission the Softwarehaus with the execution of software-related services (particularly installation, parameterisation and training and to conclude a maintenance agreement for the software. The financial conditions published by the Softwarehaus at the time of conclusion of this Agreement apply.

(2) We reserve the right to determine changes or additions to the performance specifications. If changes or additions result in the change in the scope of performance or the delivery time, both parties have the right to adapt the agreement.

XVIII Rights to the software

(1) We and the companies associated with us (Röchling Group) are entitled to the execution of all copy-right-relevant processes which are necessary or useful in order to use the software in the specified areas of the associated companies and for

this sector. Rights in terms of associated companies expire three calendar months after the expiration of the corporate association.

(2) We reserve the right to commission a third company for the operation of the software - also in favour of the associated companies (e.g. as outsourcing or hosting). We shall inform the Softwarehaus of this process in advance and in writing and, upon request, provide the Softwarehaus the declaration by the third party that the software shall be kept confidential and is used exclusively for our purposes and/or those of the associated companies.

(3) The granting of rights contains the authorisation to execute all procedures commonly associated with the operation of the software for corporate purposes, particularly the rights pertaining to duplication, processing in any manner, incl. the remedy of faults, renting in the context of the purposes and regulations specified above and all usage options complying with the respective state of the art. This also includes types of usages not yet known. The permitted operation of the software also includes the establishment of backups according to the respective state of the art and the right to print the user manual and other information and to provide it to the associated companies in any technical manner. In this context, the Softwarehaus has to procure the rights from the author. The Softwarehaus exempts the purchaser from any possible claims asserted by the authors according to Article 31a Para. 2, Article 32a Copyright Act.

XIX. Rights to changes and amendments to the software

(1) We obtain the same rights to changes and amendments to the software established by the Softwarehaus for us as those obtained with the standard software.

(2) The changes and amendments have to be established in a manner that they retain full functionality also if the standard software changes. If this is not possible, the Softwarehaus shall conduct the necessary adaptations at their expense. This obligation expires with the proper termination of the software maintenance agreement.

XX. Liability for material defects

(1) In the event of an obligation to examine and give notice according to Section 377 HGB (German Commercial Code), is limited to obvious and easily recognisable defects after the installation of the software.

(2) We are entitled to remedy the defect at the expense of the Softwarehaus, have it remedied or procure replacement if the failure of immediate subsequent fulfilment would result in an inappropriately large disadvantage compared to the disadvantage to the Softwarehaus. The costs to be reimbursed by the Softwarehaus may not be disproportionate and are limited to the amount Softwarehaus would have incurred in case of own subsequent improvement within an appropriate time. Further legal or contractual claims are reserved.

(3) The Seller hereby assigns his claims from the procurement of the subject of purchase against his supplier to us as collateral for his warranty claims. Upon request, the seller provides us with the information and documentation we require to enforce claims against the supplier.

XXI. Legal defects

(1) The Softwarehaus is obligated to ensure with particular diligence that third party allegations pertaining to the violation of the rights of this third party concerning usage rights owed to us can be repelled. The Softwarehaus documents own procurement processes with utmost precision, ensures the secure transfer of rights to the Softwarehaus by way of contractual arrangement with its employees, selects pre-suppliers with utmost diligence, immediately pursues each suspicion of a legal defect intensively and immediately and, upon notification of being charged by a third party with respect to the violation of usage rights, provide us with this information and his unlimited expertise for the clarification of the matter and to defend the allegations.

(2) If possible, the Softwarehaus concludes contracts with the pre-suppliers which permit and ensure the comprehensive fulfilment of these obligations.

(3) In the event of a legal dispute with the third party, the Softwarehaus provides us with evidence in the respectively correct form in accordance with the type of procedure (e.g. as a statutory declaration or as the original documents).

(4) Instead of a claim of reversal, we are entitled to assert a culpability-free claim for compensation against the Softwarehaus, limited to the purchase price.

XXII. Statute of limitations for warranty claims

The period of Section 438 Para. 1 no. 3 BGB is extended to three years for material defects and to four years for legal defects. The warranty period for performances rendered due to subsequent fulfilment amounts to a minimum of six months.

XXIII. Compensation for damages and expenditures

(1) The Softwarehaus owes compensation for damages and expenditures, regardless of the legal reason, to the following extent:

a) The liability in case of intent and warranty is unlimited.

b) In case of gross negligence, the Softwarehaus is liable in the amount of the typical and foreseeable damage at the time of the conclusion of the agreement.

c) In case of simple negligence, the Softwarehaus is maximally liable for the amount of the remuneration per claim for all agreed deliveries and services.

(2) The statutory regulations apply without limitations in the event of injuries to life, limb and health and for claims based on the ProdhaftG (Product Liability Act).

XXIV. Data protection

We collect and process data according to EU Data Protection Act and the Federal Data Protection Act.

We collect, process and use your personal data, particularly contact data, as well as your email address, if provided by you to conclude the business relationship. We are entitled to consult information (e.g. also a so-called score value) from external service providers to assist in the decision-making process with respect to the credit check and base the payment method upon the result. We reserve the right to transmit the data to third parties (e.g. insurances) if required for the fulfilment of the agreement. Please use

the following link for further information in our General Data Protection Regulations: https://www.roechling.com/de/datenschutz/.