

## **General Purchasing and Order Terms and Conditions of Carton Group GmbH** (Stand Juni, 2026)

### **1. General – Scope of Application**

**1.1** These General Purchasing and Order Terms and Conditions, which correspond to the model terms and conditions of the German Folding Carton Industry Association (Fachverband Faltschachtel-Industrie e.V.), shall apply to all contracts concluded by us with entrepreneurs, legal entities under public law and special funds under public law (hereinafter collectively referred to as the “Supplier”), pursuant to which the Supplier provides deliveries or services.

These General Purchasing and Order Terms and Conditions shall apply exclusively. Any terms and conditions of the Supplier shall not apply unless we have expressly agreed to their applicability in writing. This shall also apply to provisions contained in the Supplier’s terms and conditions that do not conflict with these General Purchasing and Order Terms and Conditions. These General Purchasing and Order Terms and Conditions shall apply exclusively even where, with knowledge of deviating provisions of the Supplier, we accept the Supplier’s delivery or service without reservation.

**1.2** These General Purchasing and Order Terms and Conditions shall also apply to all future transactions with the Supplier.

**1.3** Any rights to which we are entitled under applicable statutory law in addition to these General Purchasing and Order Terms and Conditions shall remain unaffected.

### **2. Quotations, Orders, Amendments, Procurement Risk**

**2.1** Quotations shall be submitted to us free of charge and shall be binding upon the Supplier. The Supplier shall treat all quotations as confidential.

**2.2** The Supplier shall remain bound by its quotation for a period of twelve (12) weeks from receipt thereof by us.

**2.3** A contract shall only come into existence if we place the order at least in text form (Textform under German law). Failure by us to respond to a quotation submitted by the Supplier shall not constitute consent to or acceptance of such quotation. The principles relating to commercial confirmation letters shall not apply to order confirmations or similar correspondence issued by the Supplier.

**2.4** Even after conclusion of the contract, we may require changes to the subject matter of the delivery or service and may cancel the contract, individual orders or call-off quantities in whole or in part without charge, provided that such action is

reasonable for the Supplier, in particular where reasonable advance notice is given.

In the event of such changes, both parties shall reasonably take into account the resulting effects, in particular with regard to any additional or reduced costs and delivery or performance dates. Lump-sum compensation claimed by the Supplier for additional expenses allegedly incurred as a result of contractual amendments or cancellations shall neither be recognized nor owed.

**2.5** The Supplier shall bear the procurement risk for all deliveries and services owed by it throughout its entire upstream supply chain, including, in particular, the risk of self-supply by its own suppliers.

### **3. Delivery and Performance Periods; Delivery and Performance**

**3.1** Agreed delivery and performance dates and deadlines shall be binding. The goods must have arrived at the place of performance within the agreed period or on the agreed date. We shall not be obliged to accept delivery prior to expiry of the agreed period or before the agreed date. If delays are anticipated, the Supplier shall notify us immediately in writing, stating the reasons and specifying a new delivery or performance date. We shall be entitled to withdraw from the contract if we do not agree to the proposed new date and the Supplier refuses to perform within a reasonable grace period proposed by us.

Our agreement to a new date proposed by the Supplier, or the Supplier’s acceptance of a grace period granted by us, shall not constitute an extension of the contractually agreed delivery or performance date or deadline. Claims for damages resulting from delayed delivery shall remain unaffected.

**3.2** If the Supplier is in default with respect to delivery or performance, in whole or in part, we shall be entitled to all statutory remedies, including damages and withdrawal from the contract. In particular, following the unsuccessful expiry of a reasonable grace period, we shall be entitled to claim damages in lieu of performance. In addition, from the commencement of default, we may claim liquidated damages amounting to 0.25% of the order value of the delayed goods for each working day of delay, up to a maximum of 5% of the order value of the delayed goods. We reserve the right to prove and claim higher damages. The Supplier reserves the right to prove that no damage or substantially lower damage has been incurred.

**3.3** If, under successive delivery agreements or similar contracts, the Supplier is in default with respect to a partial delivery or partial performance, we shall also be entitled, after the unsuccessful expiry of a grace period granted for such partial

delivery or performance, to withdraw from the contract with respect to all outstanding deliveries or performances or to claim damages in lieu of performance.

**3.4** "Force Majeure", meaning unavoidable external events such as war, civil war, terrorist attacks, strikes, industrial action, insurrection, civil unrest, pandemics, natural disasters, severe weather events and similar circumstances, shall release the affected party, for the duration and extent of the disruption, from its obligation to accept or take delivery of the ordered delivery or service. The affected party shall provide the other party, without undue delay and to the extent reasonably possible, with all necessary information. Delivery shall be made immediately after notification that the force majeure event has ceased. If, due to the delay caused by the force majeure event and taking economic considerations into account, the delivery or service can no longer reasonably be utilized, either party shall be entitled to withdraw from the contract.

Disruptions in global supply chains that make procurement more difficult, in particular delivery delays or delivery failures affecting the Supplier's upstream suppliers due to energy shortages, shortages of raw materials or economically adverse conditions, shall not constitute force majeure in the absence of additional extraordinary circumstances, even if such circumstances may not have been foreseeable by the Supplier in the individual case.

**3.5** Partial deliveries, over-deliveries and under-deliveries shall not be permitted unless expressly approved by us in writing.

Acceptance of partial deliveries without prior approval shall neither result in the premature maturity of payment obligations nor constitute acceptance of additional transportation costs. In the event of over-deliveries made without our consent, we reserve the right to reject acceptance of the excess quantity or the entire shipment. Where separation of quantities is unreasonable or practically impossible, we shall be entitled to store the excess quantity at the Supplier's expense or return it to the Supplier at the Supplier's expense and risk.

**3.6** If we request the Supplier to postpone a delivery, the Supplier shall insure the properly packaged and labelled goods at its own expense and store them in such a manner that no deterioration in quality occurs; however, this obligation shall not exceed three (3) months.

#### **4. Packaging and Shipping**

**4.1** Unless otherwise agreed, shipment shall be made at the Supplier's expense and risk to the address specified in our order.

**4.2** The Supplier warrants compliance with all applicable shipping and declaration regulations as well as any export and import requirements. The Supplier shall be liable for all damages arising from non-compliance with such regulations and requirements.

**4.3** At its own expense, the Supplier shall provide customary commercial, proper and clean packaging and warrants that the goods are protected against typical transportation damage, corrosion and the ingress of contaminants or moisture. The Supplier shall be liable for all damages resulting from non-compliance with this requirement.

**4.4** Upon dispatch of each shipment, the Supplier shall provide us with a detailed shipping notice stating our order number, order date, production plant, delivery address, contents, type of packaging, package number and weight.

**4.5** Each delivery shall be accompanied by a delivery note stating our order number, order date and the contents of the shipment.

**4.6** Unless otherwise agreed, the risk of shipment shall pass to us only upon successful delivery.

**4.7** Upon our request, the Supplier shall collect packaging materials and transport aids from our premises at its own expense.

#### **5. Insurance**

**5.1** Insurance costs shall be borne by us only if expressly agreed in writing in advance.

**5.2** Throughout the entire contractual relationship, i.e. until expiration of the limitation period applicable to all claims arising out of the contractual relationship, the Supplier shall maintain, at its own expense, adequate liability insurance, including product liability insurance covering recall risks, with sufficient coverage for personal injury, property damage and pecuniary loss (minimum EUR 2 million per personal injury claim, property damage claim and pecuniary loss claim). Upon request, the Supplier shall provide evidence of such insurance coverage.

If the Supplier fails to maintain the required insurance coverage or refuses, despite being granted a reasonable grace period, to provide evidence thereof, we shall be entitled to withdraw from the contract and claim compensation for any damages incurred.

**5.3** Our claims shall not be limited to the insured amounts.

#### **6. Prices, Payment Terms, Assignment, Set-Off; Subcontracting, Changes in Company Name, Changes in Production; Contract Processing; Cooperation Acts by Us**

**6.1** The price shall be understood to be in Euros unless another currency has been agreed in writing.

**6.2** The price stated in our order or in the applicable individual agreement, call-off agreement or similar document shall be binding and shall exclude any additional claims by the Supplier. Unless expressly agreed otherwise in writing, it shall include delivery “free domicile” to the place of performance as well as packaging. We expressly object to clauses and arrangements that contain automatic price adjustment mechanisms, value-stability clauses or unilateral price adjustment rights for the Supplier. In the event of demonstrably significant increases in raw material and production costs, we are prepared, in good faith, to discuss with the Supplier whether such increases may be taken into account for future orders. Until an agreement is reached, the previous prices shall continue to apply. Any unilateral price adjustment right of the Supplier is hereby expressly rejected. In particular, any determination of a gas shortage situation shall not constitute an event that would automatically entitle the Supplier to adjust prices.

**6.3** Invoices shall be sent to us separately for each order, at least in text form (Textform under German law), after complete and defect-free delivery at the place of performance and submission of all accompanying documents, stating the order number and order date, and must indicate whether the order has been completed or which quantities or items remain to be delivered. VAT shall be shown separately, and the invoice must otherwise be auditable and comply with VAT requirements (“Proper Invoice”). In particular, the type and scope of the delivery or service must be apparent from the invoice.

**6.4** We may pay invoices within thirty (30) days less a 3% cash discount or after sixty (60) days net. The period shall commence upon receipt of the invoice by us, but no earlier than the day on which the delivery arrives at the address specified by us.

**6.5** In the event of defective delivery or performance, or submission of an invoice that is not proper, we shall be entitled to withhold payment until proper performance and/or proper submission of the invoice without losing any cash discount.

**6.6** Assignments are excluded without our written consent. Section 354a of the German Commercial Code (Handelsgesetzbuch – HGB) shall remain unaffected. The Supplier shall have rights of set-off and retention only with respect to claims that are undisputed, acknowledged by us or finally adjudicated.

**6.7** The Supplier shall not be entitled to have the order or parts of the order performed by third parties without our prior written consent. If we grant such consent, the Supplier shall nevertheless remain responsible for its contractual obligations

and shall be liable for the third party as for its own conduct.

**6.8** The Supplier shall notify us immediately in writing of any change in its shareholder structure and any change in its company name.

**6.9** If the Supplier intends to cease its production altogether or to change or discontinue production of the contractual goods, it shall notify us immediately in writing, provided that our last order for the goods was placed no more than six (6) months earlier. The Supplier shall ensure that the contractual goods remain available for delivery to us for at least twelve (12) months after such notification.

**6.10** We shall not owe any maturity interest. Payment default shall be governed exclusively by statutory provisions.

**6.11** If the Supplier acts for us as a contract processor (Lohnveredeler), it shall carry out an incoming goods inspection of the goods supplied to it for contract processing and shall inform us of any defects in the goods before beginning contract processing and coordinate the further course of action with us. If it fails to do so, it shall be liable to us for damages. Our right to assert further statutory claims shall remain unaffected.

**6.12** If cooperation acts are incumbent upon us under the contract (e.g., in the area of contract processing, the submission of specifications), failure to provide such cooperation acts on time shall result in a corresponding postponement of the agreed delivery dates/deadlines, provided and to the extent that the Supplier has informed us in good time, at least in text form, of the cooperation act that, in its view, has not been provided. The Supplier shall not be entitled to compensation for cooperation services not provided, as these are merely obligations existing in our interest.

**6.13** If we provide cooperation acts or issue specifications for the manufacturing process or the selection of raw materials, the Supplier shall be obliged to inform us if and to the extent it becomes apparent that the cooperation act or specification may result in a defect in the goods.

## **7. Warranty, Limitation Period**

**7.1** The Supplier owes defect-free delivery. The Supplier warrants that the goods and/or services are free from material defects and defects in title, comply with the latest state of the art, the applicable national and European legal provisions (including, but not limited to, food and consumer goods law), the regulations and guidelines of authorities, employers’ liability insurance associations and industry associations, the specification provided by us, the further subjective and objective requirements (Section 434 of the German Civil Code (Bürgerliches Gesetzbuch – BGB)),

the details in the order/purchase order and the declaration of conformity.

**7.2** If, in an individual case, deviations from the specification, the further subjective requirements or the details in the order are necessary or appropriate, or if there are concerns regarding the type of performance requested by us, the Supplier shall notify us thereof without undue delay. We shall then inform the Supplier as quickly as possible whether and which changes are to be implemented. The Supplier's liability shall not be limited by such consent. If the change affects the costs incurred by the Supplier in performing the contract, both we and the Supplier shall be entitled to request a corresponding adjustment of the remuneration payable to the Supplier.

**7.3** The Supplier further warrants that the goods and/or services are suitable for the agreed use or for the intended use resulting from the nature of the goods and/or services and that they do not contain any prohibited or non-assessed substances. In the case of goods used for packaging food and/or toys, the Supplier warrants that the goods are also suitable for contact with food and/or toys and that such contact has no negative effects on the food and/or toys. The Supplier further warrants that the goods may be stored until the expiry of the warranty period (see Clause 7.11) without any material impairment of their quality.

**7.4** The Supplier warrants that the goods are properly labeled.

**7.5** The Supplier warrants that it will perform the order in such a way that the law on technical work equipment, machine safety legislation, the accident prevention regulations of the relevant employers' liability insurance association, fire protection regulations, the latest versions of DIN and VDE provisions and the requirements for CE markings are observed. The requirements of the German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz – LkSG) shall also be observed even if the Supplier should not fall directly within the scope of the act.

**7.6** If it is apparent to the Supplier that the delivered goods/services are intended by us or our customers for use in countries outside the European Union, the Supplier assumes the warranties under Clauses 7.1 to 7.5 also for such countries that were identifiable to it under the contract as customer countries.

**7.7** The statutory provisions shall apply to our rights in the event of material defects or defects in title under this Clause 7 and by law: our statutory warranty claims shall be available to us without reduction. In particular, we shall be entitled, at our option, to demand remedy of defects or delivery of a defect-free item/performance of a defect-free service. If the Supplier fails to comply with its

subsequent-performance obligation within a reasonable period set by us, we may carry out the necessary measures ourselves or have them carried out by third parties at the Supplier's expense and risk. In urgent cases, we shall also be entitled to self-remedy before expiry of a grace period if the Supplier does not, immediately upon request, confirm in writing and in binding form that it is willing and able to provide immediate subsequent performance. In the case of self-remedy, we may charge our own services at customary third-party market prices. In all other respects, our statutory rights shall remain unaffected.

**7.8** In the case of defects, the Supplier shall bear, irrespective of fault, all expenses arising in connection with the identification and elimination of defects, including to the extent incurred by us, in particular inspection costs, storage and realization costs, installation, removal and reinstallation costs for defective parts, labor and material costs, as well as transport and other costs incurred in replacing defective parts.

**7.9** To the extent we are entitled to withdraw from the contract, such withdrawal may, if the non-performance or defective performance is limited to a separable part of the performance, be restricted to that part while maintaining the contract in all other respects.

**7.10** Our right to assert claims for damages shall remain unaffected by withdrawal or reduction. Conditions of the Supplier that exclude liability for damages in certain cases (e.g., slight negligence) or limit such liability in terms of cause or amount shall not be recognized.

**7.11** Warranty and liability claims due to material defects and defects in title shall become time-barred after thirty-six (36) months unless a longer statutory limitation period applies and the running of the limitation period has not been suspended. The limitation period shall commence upon delivery of the goods at the place of performance or acceptance of the service. If acceptance is delayed without fault on the part of the Supplier, the warranty period shall be thirty-six (36) months after the goods/services have been made available for acceptance. Other liability claims shall become time-barred within the regular statutory limitation period.

**7.12** If the goods are procured for resale or for use in the manufacture of products, the period shall commence at the time at which the warranty period for the product equipped with the delivered goods begins, but no later than six (6) months after delivery of the goods to us.

**7.13** If the Supplier delivers a replacement as part of subsequent performance, the limitation period for the replacement goods delivered shall begin anew upon their delivery at the place of perfor-

mance. In the case of a repaired part, the limitation period shall begin anew in its entirety upon completion/acceptance of the repair.

**7.14** The statutory recourse claims within a supply chain (supplier recourse pursuant to Sections 445a, 445b and 478 BGB) shall be available to us in addition to the defect claims without restriction and also if we or a third party has further processed the defective goods. In particular, we shall be entitled to demand from the Supplier exactly the type of subsequent performance (repair or replacement delivery) that we owe to our customer in the individual case. Our statutory right of choice (Section 439 (1) BGB) shall not be restricted thereby.

**7.15** Before we acknowledge or fulfill a defect claim asserted by the customer (including reimbursement of expenses pursuant to Sections 445a (1), 439 (2) and (3) BGB), we shall notify the Supplier and request a written statement, briefly setting out the facts. If a substantiated statement is not provided within a reasonable period and no amicable solution is reached, the defect claim actually granted by us shall be deemed owed to our customer. In this case, the Supplier shall bear the burden of proving the contrary.

## **8. Duty to Give Notice of Defects**

**8.1** Our commercial inspection obligation shall be limited to defects that become apparent during an incoming goods inspection through external examination, including the delivery documents (e.g., transport damage, short delivery), or that are identifiable during quality control by random sampling. In all other respects, the decisive factor shall be the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our duty to give notice of defects discovered later shall remain unaffected.

**8.2** Notices of defects received by the Supplier within a period of two (2) weeks, calculated from receipt of goods in the case of obvious defects and from discovery in the case of hidden defects, shall always be deemed to have been given without undue delay within the meaning of Section 377 HGB. The period shall also be observed by oral or telephone notice of defects.

**8.3** The duty to give notice of defects shall be satisfied if we describe the defects to the Supplier in such a way that the Supplier can investigate the cause of the defect. If, in the Supplier's opinion, further information is required to determine the cause of the defect, it shall notify us thereof at least in text form.

**8.4** The provisional treatment of the rejected goods shall generally be governed by Section 379 HGB. The Supplier shall bear one half of the ongoing storage costs and any realization costs.

If the complaint proves to be unjustified, we shall reimburse these costs to the Supplier after it has been established that the goods are free from defects. If the complaint proves to be justified, the Supplier shall be obliged to bear these costs in full in accordance with Clause 7.8 above.

## **9. Retention of Title**

Any retention of title by the Supplier to the goods is excluded. As a precaution, we object to any declaration to that effect, in particular with regard to extended or expanded retentions of title. Any retention of title – at least to the extent that it goes beyond a simple retention of title – requires a prior written agreement. The Supplier warrants that the delivered goods are free from third-party ownership rights. The Supplier shall indemnify us in this respect against any third-party claims upon first demand and shall also bear all costs incurred by us in this connection. This shall also apply to attorneys' fees and court costs.

## **10. Intellectual Property Rights**

**10.1** The Supplier warrants that the goods and/or services are free from third-party intellectual property rights and third-party intangible property and that the delivery and use of the delivered goods and/or services do not infringe, in particular, any patents, licenses, utility models, designs, trademarks, copyrights or other third-party intellectual property rights.

**10.2** The Supplier shall indemnify us against all third-party claims arising from any infringements of the third-party rights referred to in Clause 10.1 upon first demand and shall also bear all costs incurred by us in this connection. This shall also apply to attorneys' fees and court costs.

**10.3** We shall be entitled, at the Supplier's expense, to obtain approvals from the entitled third party that are necessary for the use of the goods and/or services.

**10.4** Any statutory claims existing in addition, e.g., arising from liability for defects in title, shall remain unaffected.

**10.5** The Supplier shall not be entitled to use our trade names, logos, trademarks or other intellectual property rights for its own benefit or for the benefit of third parties.

**10.6** Goods and/or services that do not belong to the Supplier's standard range and that it has manufactured on the basis of our instructions or according to our drawings and/or technical specifications may not be offered, sold, supplied or disclosed to third parties without our prior written consent.

**10.7** The Supplier may not offer, sell, supply or otherwise place on the market goods from its standard range to third parties if our trade name, our logo, our trademark or any other intellectual

property right of ours is recognizable on them.

### **11. Working Materials**

**11.1** We shall retain ownership and all intellectual property rights in and to all working materials provided to the Supplier for the preparation of quotations or the execution of the order, or produced in accordance with our specifications, such as drafts, templates, sketches, films, lithographs, printing plates, cutting dies, die-cutting tools, negatives, printing rollers, printing plates, forming devices, digital data, printing cylinders, tools, samples, models, printing materials, calculations, etc. The Supplier shall be obliged to return to us immediately all working materials received upon first demand. It shall not retain any copies or other reproductions.

**11.2** The Supplier shall not use working materials within the meaning of Clause 11.1 for any purpose other than the fulfillment of the order. It shall also neither disclose them to third parties nor make them accessible to third parties. In the event of a breach, the Supplier shall be liable to us for damages.

**11.3** In the event of loss of working materials within the meaning of Clause 11.1, the Supplier shall, at its own expense, procure replacements and compensate us for any damages.

### **12. Product Liability**

**12.1** If claims are asserted against us due to a violation of governmental safety regulations or under domestic or foreign product liability rules or laws because of a defect in our product that is attributable to goods supplied by the Supplier, the Supplier shall compensate us for the damage to the extent caused by the goods supplied by it. If the damage is caused by goods supplied by several suppliers, such suppliers shall be jointly and severally liable to us. If damage has occurred that is the typical consequence of a defect in the goods supplied by the Supplier, it shall be presumed that the damage is based thereon. The Supplier shall be entitled to prove that the defect was not causal for the damage.

**12.2** Within the scope of its liability for damage cases within the meaning of Clause 12.1, the Supplier shall also be obliged to reimburse expenses pursuant to Sections 683 and 670 of the German Civil Code (Bürgerliches Gesetzbuch - BGB) as well as pursuant to Sections 830, 840 and 426 BGB that arise from or in connection with claims asserted by third parties, including recall actions carried out by us. We shall inform the Supplier in advance of the content and scope of the recall measures to be carried out - to the extent possible and reasonable - and give it an opportunity to comment. Other statutory claims shall remain unaffected.

### **13. Quality Assurance**

The Supplier warrants that it maintains, operates and documents a quality assurance system that is appropriate in type and scope and corresponds to the current state of science and technology. The Supplier shall be obliged to keep records of the inspections, measurements and controls carried out, to archive all inspection, measurement and control results for ten (10) years and to ensure traceability. We shall be entitled, without prior notice, to audit the entire quality assurance system with regard to the goods supplied to us on site during normal business hours, while giving due consideration to the Supplier's legitimate interests. With regard to the goods supplied to us, the Supplier shall also, upon request, grant us access to the entire documentation of the quality assurance system and provide us with copies to the extent required.

### **14. REACH, Hazardous Substances**

**14.1** The Supplier warrants that its delivery complies with the provisions of Regulation (EC) No. 1907/2006 (REACH Regulation) and Directive 2011/65/EU (RoHS Directive), as well as their national implementing acts, in their respective current versions. The Supplier shall provide us, in accordance with the statutory provisions and their subordinate implementing provisions, with the corresponding safety data sheets stating the corresponding intended use or with the information required under the statutory provisions and their subordinate implementing provisions.

**14.2** Compliance with the aforementioned provisions shall not release the Supplier from the general obligation to inform us without delay and in a qualified manner, by handing over a data sheet, of any changes to the goods and their ingredients.

**14.3** For materials (substances/preparations) and articles (e.g., goods, parts, technical equipment, uncleaned stored goods) which, due to their nature, properties or condition, may pose hazards to the body, life or health of persons, to the environment or to property and which therefore require special treatment with regard to packaging, transport, storage, handling or waste disposal, the Supplier shall provide us with a fully completed safety data sheet pursuant to Section 14 of the German Hazardous Substances Ordinance (Gefahrstoffverordnung) and a corresponding accident information sheet (transport) together with the quotation, but no later than prior to dispatch.

### **15. Safety**

Where employees or representatives of the Supplier perform work on our premises, the Supplier shall ensure that such personnel comply with all

applicable safety regulations, accident prevention regulations and fire protection requirements, as well as all plant-specific operating rules issued by us.

The Supplier shall continuously instruct its employees and representatives regarding these requirements.

If the Supplier fails to remedy any violation of these requirements without undue delay and no later than three (3) days after receipt of a written warning, or if repeated serious violations occur, we shall be entitled to terminate the contract immediately and extraordinarily for cause.

The Supplier shall reimburse us for all damages and costs arising from any failure to comply with these requirements.

## **16. Deterioration of Financial Condition**

**16.1** If, after conclusion of the contract, a material deterioration in the financial condition of the Supplier or its affiliated companies becomes known, or if other circumstances become known indicating that our claim for counter-performance is jeopardized due to the Supplier's lack of financial capacity, we shall be entitled to withhold our performance until the Supplier has provided the counter-performance or adequate security.

If, within one (1) week following our request, the Supplier neither provides full counter-performance nor suitable security, we shall be entitled to withdraw from the contract in whole or in part. Section 323 of the German Civil Code (Bürgerliches Gesetzbuch – BGB) shall apply accordingly. Our right to claim damages under the statutory provisions shall remain unaffected.

**16.2** We shall also be entitled to withdraw from the contract in its entirety where other objectively justified circumstances exist that seriously jeopardize the continuation of a reliable business relationship and which the Supplier has failed to dispel even after being given an opportunity to be heard.

## **17. Compliance**

**17.1** The Supplier shall familiarize itself fully with the purchaser's Supplier and Business Partner Guidelines (the "Code of Conduct Requirements").

These requirements are available on the purchaser's website or shall be provided to the Supplier by the purchaser upon request.

On this basis, the Supplier undertakes, among other things, to:

- comply with all laws and governmental regulations applicable in the relevant country;
- neither tolerate nor engage in any form of corruption or bribery, including unlawful payment offers or similar benefits granted to public officials for the purpose of influencing decision-making;

- respect the fundamental employee rights established, among others, by the United Nations;
- employ only personnel who have reached the legally prescribed minimum working age; where a higher minimum age applies in the country in which the Supplier maintains its business operations, such higher minimum age requirement shall prevail;

- promote and actively implement compliance with the Code of Conduct Requirements throughout its own supply chain; in particular, the Supplier warrants that it appropriately addresses human rights and environmental due diligence standards within its own operations and supply chain, whereby the standards of the German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz – LkSG) shall always be observed, including in circumstances where neither we nor the Supplier are directly subject to the Act;

- establish minimum occupational health and safety requirements and actively ensure, when selecting its own suppliers, that such suppliers likewise comply with all applicable requirements;
- comply with all applicable environmental protection laws.

**17.2** The Supplier acknowledges that compliance with these Code of Conduct Requirements is of fundamental importance for cooperation with us. Accordingly, the Supplier agrees to inform us immediately of any violation of the Code of Conduct Requirements.

**17.3** In the event of violations of the Code of Conduct Requirements reported by the Supplier or identified by us, the Supplier shall take immediate remedial action.

If, following a warning notice issued by us, such remedy is not achieved within a reasonable period, we shall be entitled to terminate the existing contracts extraordinarily and without notice for good cause.

In the event of material or repeated violations, no prior warning shall be required.

Furthermore, we shall be entitled, to a reasonable extent and without prior notice, to conduct audits at the Supplier and its upstream suppliers in order to verify compliance with the Code of Conduct Requirements and, where necessary, implement remedial measures together with the Supplier.

**17.4** The Supplier shall be liable for any and all damages incurred by us as a result of violations of the Code of Conduct Requirements committed by the Supplier or by any vicarious agent of the Supplier and shall indemnify us accordingly.

Such liability shall not apply where the Supplier is not responsible for the violation.

## **18. Confidentiality**

**18.1** The Supplier shall keep strictly confidential all confidential information obtained during pre-contractual correspondence and during the course of cooperation and shall use such information exclusively for the performance of the contractual relationship, unless such information is publicly known or has been lawfully obtained from third parties.

Confidential information includes, in particular, inquiries and quotations, technical data, purchasing volumes, prices, information relating to products and product developments, research and development projects, all company data and all working materials within the meaning of Clause 11.1.

**18.2** Employees engaged by the Supplier in the preparation of quotations and/or the execution of our orders shall be bound by corresponding confidentiality obligations.

**18.3** If the Supplier becomes aware that confidential information has come into the unauthorized possession of a third party or that a confidential document has been lost, the Supplier shall notify us thereof without undue delay.

**18.4** If the Supplier breaches its obligations under Clauses 18.1 through 18.3, it shall be liable for all costs and damages incurred by us as a result of such breach.

**18.5** The Supplier may refer to its business relationship with us in publications only with our prior written consent.

**18.6** The obligations set forth in Clauses 18.1 through 18.5 shall survive termination of the contractual relationship for an unlimited period.

## **19. Place of Performance, Jurisdiction and Applicable Law**

**19.1** The place of performance for deliveries and services shall be the agreed delivery location specified in Clause 4.1. The place of payment for our payment obligations shall be our registered office.

**19.2** In transactions with entrepreneurs, legal entities under public law and special funds under public law, the place of jurisdiction shall be our registered office or, at our option, the Supplier's registered office.

**19.3** The laws of the Federal Republic of Germany shall apply exclusively, excluding the rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

This shall also apply in the case of cross-border deliveries and services provided to us.

**19.4** If a non-German-language version of these General Purchasing and Order Terms and Conditions exists, the German-language version shall prevail exclusively in the event of doubt or inconsistencies.