

# GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT (as of April 2024)

## 1. Scope

- 1.1 These terms of delivery and payment (hereinafter referred to as "GTC") apply exclusively to entrepreneurs, legal entities under public law or special funds under public law within the meaning of § 310 section 1 German Civil Code (BGB) (hereinafter collectively: "customers") for all offers, contracts, deliveries and other services, including associated ancillary services (hereinafter jointly: "Deliveries")., in the case of tangible property also "goods") with or through Vileda GmbH, im Technologiepark 19, 69469 (hereinafter: "we" "us"). These GTC shall also apply as a framework agreement for all future business relationships with and deliveries to the customer, even if they are not expressly agreed again. We hereby expressly object to conflicting, contradicting or supplementary terms and conditions of our customer; they shall only apply in the case of our express written acknowledgement. Even in the case of unconditional execution of the delivery as well as in the case of our participation in electronic platforms or other electronic/automated procedures of the customer and the associated activation of selection fields to be activated for system reasons, this does not constitute a legally binding acceptance of the terms of use or other general terms and conditions of the customer.
- 1.2 Legally relevant declarations and notifications to be made to us by the customer in connection with deliveries (e.g. setting of deadlines, notifications of defects, declaration of withdrawal or reduction) must be made in writing (i.e. within the meaning of these GTC in written form or text form, e.g. e-mail, letter, fax). Legal formal requirements and the demand for further proof, in particular in case of doubts about the legitimacy of the declarant, remain unaffected by this.
- 1.3 References to the validity of statutory provisions have only clarifying significance. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these GTC.
- 1.4 Individual agreements made with the customer in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GTC. The content of such agreements shall be written down for evidentiary purposes.
- 1.5 The invalidity of individual provisions of these GTC shall not affect the validity of the remaining provisions..

## 2. Conclusion of contract, documents, property rights, tools

- 2.1 Our offers are subject to change and non-binding; in particular, we reserve the right to change products, prices and other conditions. A contract is only concluded when we accept the commission or the customer's order. The time, type and scope of our deliveries shall be determined exclusively by our written order confirmation. Invoices or computer printouts designated by us as binding shall also be deemed to be order confirmations confirmed in writing. In the case of complete offers, the prices stated therein shall only apply to all items contained in the offer when the order is placed. If the order is placed only for a part of the total offer, the prices must be requested again. If we do not confirm the order in writing, the contract shall be concluded at the latest upon execution of the order under the validity of our GTC. **We would like to point out that our employees or representatives entrusted with the provision of deliveries are not authorized to make verbal ancillary agreements or to give verbal assurances that go beyond the content of agreements already made. Accordingly, such telephone or verbal declarations by our employees and representatives require our express written confirmation in order to be legally effective..**
- 2.2 We reserve the right of ownership and copyright to cost estimates, concepts, designs, drafts, drawings and other documents; they may not be changed and may only be made accessible to third parties with our consent. These documents must be returned on request at any time and in any case if the order is not placed with us.

- 2.3 We are the sole owner of all property rights or intellectual property rights arising during the business relationship with us in connection with the deliveries, unless explicitly agreed otherwise.
- 2.4 If we have delivered items according to drawings, models, samples or other documents provided by the customer, the customer shall warrant that: (i) property rights of third parties are not infringed and (ii) products based thereon comply with applicable legal requirements, in particular such regulations concerning product safety. If third parties prohibit us in particular from manufacturing and supplying such items by invoking property rights, we shall be entitled - without being obliged to examine the legal situation - to cease any further activity in this respect and to claim damages in accordance with the statutory provisions (see also clause 8.3). The customer also undertakes to indemnify and hold us harmless immediately within the scope of his liability from all claims of third parties and costs in connection with the specifications, design specifications or documents provided by him.
- 2.5 We are entitled to procure the material for the entire order and to manufacture the entire order form immediately. Any change requests of the customer can therefore no longer be considered after the order has been placed unless this has been expressly agreed.
- 2.6 If necessary for production- or planning-related reasons, we are entitled to deliver excess or short quantities to the customer, provided that this is not unreasonable for the customer.

## 3. Specifications

- 3.1 The requirements of the object of a delivery are finally determined by the agreed performance characteristics (e.g. specifications, markings, release, other information). A warranty or guarantee (e.g. according to §§ 443, 639 German Civil Code) (BGB) for a specific purpose or a certain suitability, duration of use, durability, functionality, compatibility, other subjective or objective requirements or conformity with samples or samples is only assumed insofar as this has been expressly agreed in writing; in all other respects, the risk of suitability and use shall lie exclusively with the customer. We reserve the right to implement minor, legally required or technically, in particular metrologically, unavoidable deviations from physical and chemical quantities including colours, recipes, chemical composition, processes and the use of raw materials, provided that this is not unreasonable for the customer. This also applies to other insignificant deviations from the agreed requirements or impairments of usability.
- 3.2 To the extent that the design, information, data, specifications, processes and techniques have been provided by the customer, or the subject matter of a delivery is based on parts or components selected or provided by the customer, we assume no warranty for defects resulting therefrom. In principle, the customer is solely responsible for risks relating to the use of the object of the deliveries as well as for all compliance requirements relating to the customer's end product, in particular CE certification.
- 3.3 Information on the subject matter of the delivery (e.g. in catalogues, product information, electronic media or on labels) is based on our general experience and knowledge and represents only guideline values or labels, but no guarantees. Both these product specifications and expressly agreed performance characteristics or purposes do not release the customer from testing the suitability for the intended use of the goods and from taking appropriate due diligence measures during storage..
- 3.4 Information on the quality, durability and possible applications of our goods does not include any guarantees, in particular not in accordance with § 443 German Civil Code (BGB), unless these are expressly designated as such in writing..

#### 4 Delivery and delivery time

- 4.1 All shipments are made at the expense and risk of the customer, regardless of the location of shipment. If a certain mode of transport is prescribed by the customer, the additional costs shall also be borne by the customer. Delivery times are – even if a delivery date has been agreed with the customer – only approximate and non-binding, unless the delivery date has been expressly agreed as fixed, i.e. it has been determined in writing that the customer no longer has any interest in the delivery after expiry of the deadline. The delivery period is met with the timely notification of readiness for dispatch or collection. The delivery period for deliveries of goods shall not commence as long as the customer has not properly fulfilled his respective responsibilities or obligations, such as the provision of technical data and documents, component releases according to agreed processes for initial sampling, approvals and, if applicable, an agreed down payment or the handover of a payment guarantee.
- 4.2 We are entitled to make partial deliveries, provided that this is not unreasonable for the customer. In the case of small orders, i.e. orders for quantities that do not correspond to at least one packaging unit, we reserve the right to charge the price of the packaging unit concerned as a minimum quantity or a minimum lump sum.
- 4.3 If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we will inform the customer immediately and at the same time inform the customer of the anticipated new delivery period. If the service is also not available within the new delivery period, we are entitled to withdraw from the contract in whole or in part; we will immediately reimburse any consideration already paid by the customer. A case of non-availability of the service in this sense is in particular the late delivery by our supplier if we have concluded a congruent cover transaction to the extent customary in the industry, neither we nor our supplier is at fault and we have not assumed any special procurement risk in individual cases; our responsibility in accordance with clause 8 remains unaffected.
- 4.4 The application for the opening of insolvency proceedings or comparable proceedings under foreign law, the submission of statement of assets pursuant to § 807 ZPO (German Code of Civil Procedure), payment difficulties occurring or the becoming aware of a significant deterioration in the financial interest of the customer entitle us to suspend deliveries insofar as they and to refuse the fulfilment of current contracts, unless the customer provides the consideration in advance or provides appropriate security at our request.
- 4.5 A claim for damages due to delay or non-performance or a right of withdrawal presupposes that the customer has set us a reasonable grace period and this has expired fruitlessly, unless the setting of a deadline was dispensable.
- 4.6 If the customer is in default of payment or acceptance or culpably violates other primary or secondary obligations (e.g. owed acts of cooperation), we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses (e.g. storage costs). We reserve the right to assert further claims. If the customer is in default of acceptance or debtor's delay, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer.
- 4.7 The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest upon handover. In the case of sale by delivery to a place other than the place of performance (see clause 5.2), however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the customer upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. This shall apply irrespective of the agreed place of dispatch of the goods and irrespective of who bears the freight costs. Insofar as acceptance has been agreed for deliveries, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis to an agreed acceptance.

4.8 Unless expressly agreed otherwise, all Incoterms used by us refer to the INCOTERMS 2020 published by the International Chamber of Commerce (ICC).

4.9 Unless otherwise agreed, our customs information is limited to the non-preferential origin according to Art. 59 ff. of the Customs Code of the European Union Regulation (EU) 952/2013.

#### 5 Securities

5.1 We retain title to the goods sold to the customer (hereinafter referred to as "goods subject to retention of title") until all our present and future claims, including conditional and ancillary claims, against the customer arising from deliveries and the ongoing collection of business (hereinafter referred to as "secured claims") have been settled in full. If an entry of the reservation of title in a public register is required or the effectiveness of the reservation of title requires the cooperation of the customer in any other way, the customer undertakes to perform the necessary cooperation at its own expense.

5.2 The customer shall treat the reserved goods subject to retention of title with the care of a prudent businessman and is obliged to insure them adequately against fire, burglary and other usual risks at its own expense. If maintenance and inspection work has to be carried out, the customer shall carry this out in good time at his own expense. The goods subject to retention of title may not be pledged to third parties or transferred as security before the secured claims have been met in full. The customer must inform us immediately in writing if and to the extent that third parties (e.g. seizures) have access to the goods subject to retention of title.

5.3 In the event of conduct by the customer in breach of contract, in particular in the event of non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand surrender of the goods on the basis of the retention of title. The demand for return does not at the same time include the declaration of withdrawal; rather, we are entitled to demand only the return of the goods and to reserve the right of withdrawal. If the customer does not pay the due purchase price, we may only assert these rights if we have previously set the customer a reasonable deadline for payment or such a deadline is dispensable according to the statutory provisions.

5.4 Until revocation (see below under letter c)), the customer is entitled to sell and/or process or mix the goods subject to retention of title within the scope of his usual business operations. The use for the fulfilment of contracts for work and services or contracts for work and materials by the customer is equivalent to the sale. In these cases, the following provisions shall apply additionally:

- a) The retention of title extends to the products resulting from the processing, mixing or combination of the reserved goods at their full value, whereby we are deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership persists, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply. In all other respects, the same shall apply to the new product as to the goods subject to retention of title.
- b) The customer hereby assigns to us by way of security the claims against third parties arising from the resale of the goods subject to retention of title or the product manufactured therewith in the amount of our possible co-ownership share pursuant to the aforementioned letter a). We accept the assignment. The obligations of the customer stated in clause 5.2 shall also apply mutatis mutandis in respect of the assigned claims.
- c) The customer shall remain authorised to collect the claim in addition to us. We undertake not to revoke the customer's authority to resell and collect as long as the customer (i) does not default in whole or in part in the fulfilment of the payment obligations owed to us, (ii) is not in payment difficulties due to a significant deterioration of its financial

circumstances or a bill of exchange in the ownership of the customer's company occurs in this context, (iii) properly fulfils its contractual obligations otherwise owed to us. In the event of revocation, the customer shall be obliged, at our first written request, to inform us of the debtors of the assigned claims, to provide us with all necessary documents and to notify the debtors of the assignment.

- 5.5. If the realisable value of the existing securities exceeds the nominal value of our claims against the customer by more than 10%, we shall release securities of our choice at the customer's request.

## 6. Prices and payments

- 6.1 Our prices are quoted in EUR and apply to delivery FCA INCOTERMS 2020 (named place of delivery), which is also the place of performance (also for any subsequent performance), plus legally owed VAT and any transport and packaging costs incurred. In the case of permissible partial deliveries, each delivery may be invoiced separately. If no prices have been agreed upon conclusion of the contract, our prices valid on the day of conclusion of the contract (see Section 2.1) shall apply. Special packaging is charged at cost price.
- 6.2 Unforeseeable and not insignificant cost changes for the provision of deliveries, such as raw material, wage and energy costs, entitle us to corresponding extraordinary price adjustments. The changed price will be notified to the customer in writing. At the same time, the customer is expressly informed that the respective change becomes the subject of the relevant contract if the customer does not object in writing within a period of two weeks from notification of the change. If the customer objects, each party has the right to terminate the contract in writing with a notice period of ten working days. A price adjustment in accordance with the above provision is not possible if there is an increase in the price for deliveries that are to be delivered or rendered within four months after conclusion of the contract.
- 6.3 Our invoices are due immediately and must be paid without deduction. The deduction of a discount is only permitted with a separate written agreement. We reserve the right to send invoices electronically.
- 6.4 We are not obliged to accept bills of exchange, cheques and other promises of payment; they are always accepted on account of performance.
- 6.5 The date of receipt of payment shall be the date on which the amount is received by us or credited to our bank account. If the customer is in default of payment, we shall be entitled to charge interest at the statutory rate (9 percentage points above the base interest rate in the case of claims for payment) for the duration of the default. The right to assert further claims for compensation (e.g. lump sum for default costs in accordance with § 288 section 5 German Civil Code (BGB)) in the amount of 40 EUR) or rights of action shall not be limited thereby.
- 6.6 Furthermore, in the event of default of payment by the customer, we may, at our discretion, demand payment of outstanding remaining purchase price instalments or other claims against the customer and make further deliveries from this contract or from other contracts dependent on a prior provision of security or payment concurrently against delivery.
- 6.7 We do not pay interest on advance payments or payments on account.
- 6.8 The customer shall only be entitled to offset (including invoice reductions) or retain payments if his counterclaim is undisputed or has been legally established. Clause 7.4 remains unaffected by this.
- 6.9 Upon request, the customer shall provide us with tax (document) evidence (including confirmations of receipt) which we deem necessary in accordance with the applicable statutory provisions to prove the VAT exemption for cross-border deliveries of goods. The customer shall inform us immediately of the invalidity and change of its VAT identification number.

- 6.10 In the event of invoicing by means of the credit note procedure under value added tax law, the customer shall observe the invoicing regulations under value added tax law. We shall not be liable for damages resulting from the use of the credit note procedure, e.g. repayment of input tax and payment of interest by the customer to his tax office.

## 7. Claims due to defects

- 7.1 The statutory provisions shall apply to the rights of the customer in the event of material defects and defects of title, of deliveries, in particular in the event of deviations from the service description in accordance with the provisions of Section 4, unless otherwise specified below. In all cases, the statutory provisions remain unaffected in the case of final delivery of the unprocessed goods to a consumer.
- 7.2 Claims for defects on the part of the customer presuppose that the customer has properly fulfilled its obligations to inspect the goods and give notice of defects in accordance with § 377 of the German Commercial Code (HGB), i.e. that the delivered goods are to be inspected without delay and that we are to be notified of defects without delay or, if a defect becomes apparent later in the ordinary course of business, that we are to be notified of this defect without delay after it has been discovered, in particular - where applicable - before the goods are further processed or installed.
- 7.3 If delivered goods are defective, we can initially choose whether we provide supplementary performance by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery). Our right to refuse subsequent performance under the statutory conditions remains unaffected. The customer may refuse the supplementary performance if this is unreasonable for him.
- 7.4 We are entitled to make the subsequent delivery owed dependent on the customer paying the price owed by him. In the event of the existence of defects, the customer shall only be entitled to a right of retention insofar as this is in reasonable proportion to the defects and his counterclaim is based on the same contractual relationship
- 7.5 The customer must give us the time and opportunity necessary for the supplementary performance owed, in particular to hand over or make available the rejected goods for inspection purposes. In the event of a replacement delivery, the customer must return the defective goods to us in accordance with the statutory provisions. The supplementary performance does not include the removal of the defective goods or the reinstallation if we were not originally obliged to install them.
- 7.6 A right to withdraw from the contract or a claim for a reduction of the price is only given if the defect cannot be remedied within a reasonable period to be set by the customer, the supplementary performance is associated with disproportionate costs, unreasonable or is to be regarded as failed for other reasons. In the case of insignificant defects, however, the customer is not entitled to withdraw from the contract.
- 7.7 If the customer's request to remedy the defect turns out to be unjustified, we may demand reimbursement of the resulting costs (in particular inspection and transport costs) from the customer, unless the lack of defectiveness was not recognizable to the customer.
- 7.8 In particular, claims for defects do not exist in the cases described in clauses 3.1 and 3.2, in the event of normal wear and tear or if the defect is due to the violation of operating, maintenance, assembly or installation instructions, unsuitable or improper use or storage by the customer or to interventions by third parties.
- 7.9 Damages and reimbursement of expenses can only be claimed in accordance with section 8 and are otherwise excluded.
- 7.10 For goods that we do not deliver as new goods according to the agreement, the customer is not entitled to the aforementioned claims..

## 8. Liability (claims for damages) and limitation period

- 8.1 We shall be liable without limitation for claims for damages of all kinds, in particular also from culpa in contrahendo, breach of duty and tort, insofar as we, our legal representatives or vicarious agents are guilty of intent or gross negligence. The same shall apply if we fraudulently conceal a defect or in the scope of a guarantee assumed by us. Limitations of liability shall also not apply in the event of liability under mandatory statutory provisions (e.g. the Product Liability Act and Sections 445a, 445b, 478 of the German Civil Code (BGB)).
- 8.2 In the event of damage resulting from injury to life, body or health or the breach of contractual obligations (cardinal obligations), we shall also be liable for slight or simple negligence. A contractual obligation is essential if its fulfilment makes the proper performance of the contract possible in the first place and the customer regularly relies on and may rely on its compliance. In the event of a breach of material contractual obligations, however, our liability shall be limited to the foreseeable average damage typical for the type of breach of obligation. In all other respects and subject to the cases in clause 8.1, our liability for slightly or simply negligent breaches of duty is excluded. The above rule also applies to breaches of duty by our employees and vicarious agents.
- 8.3 **We shall be liable for infringements of property rights in connection with the sale or use of the delivery item in accordance with the above provisions in this clause 8, insofar as such property rights are infringed when the delivery item is used in accordance with the contract, which are valid in the Federal Republic of Germany and published at the time of our delivery. This shall not apply if we have manufactured the delivery item according to designs, drawings, models or other descriptions or information provided by the customer, the customer has provided us with or selected ingredients, parts or components and we did not know and did not have to know that this would infringe the property rights of third parties. The customer is obliged to inform us immediately of any possible or alleged infringements of property rights of which he becomes aware.**
- 8.4 In the case of claims based on defects in the delivered goods pursuant to section 7, the general limitation period shall be one year from handover or from notification of readiness for dispatch if the customer has to collect the delivery item, or from acceptance if acceptance has been agreed, in derogation of section 438 para. 1 no. 3 of the German Civil Code (BGB). The one-year limitation period shall also apply to contractual and non-contractual claims for damages of the customer based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 German Civil Code (BGB)) would lead to a shorter limitation period in the individual case. In any case, the statutory limitation periods for claims for damages by the customer pursuant to sections 8.1 and 8.2 shall remain unaffected by the foregoing to the extent specified therein.
- 8.5 The customer shall only have a right of recourse against us if the customer has not entered into any agreements with its customer that go beyond the statutory claims for defects and liability standards. Unless otherwise agreed in writing, sections 7 and 8 shall apply accordingly to the scope of a potential right of recourse of the customer against us.
- 8.6 A free right of termination of the customer (in particular pursuant to §§ 650, 648 German Civil Code (BGB)) is excluded.

## 9. Secrecy

- 9.1 The customer shall take reasonable measures to keep confidential all knowledge and information of a technical and business nature received from us in the course of the business relationship - regardless of the form (written, oral, electronic, etc.) - in whatever form (written, oral, electronic, etc.) - received or made accessible from us within the framework of the business relationship, in particular recipes, drawings, models,

tools, technical records, process methods, presentations, software and other technical and commercial know-how as well as work results achieved in connection therewith, insofar as these are marked as confidential or their confidentiality results from the circumstances of the disclosure or the nature of the information (hereinafter jointly referred to as "Confidential Information"): "The customer is obliged to maintain secrecy with regard to third parties, even beyond the duration of the business relationship, and not to use it, even in his own business, for purposes which go beyond the specific purpose of the contract concluded with us. Furthermore, confidential information may only be made directly or indirectly accessible to those persons who must have knowledge of the confidential information within the scope of the business relationship and who have been obligated to maintain secrecy to the extent permitted by law in accordance with the provisions of this clause 9. Information which (i) was already known or evident to the customer at the time it was obtained or later became evident through no fault of the customer or (ii) was demonstrably developed by the customer completely independently of the receipt of confidential information from us, (iii) was obtained by a third party without a breach of confidentiality obligations or (iv) for which there is an official or judicial duty of disclosure or a legally binding right of disclosure is not to be regarded as confidential information in this sense.

- 9.2 Documents on secret information disclosed by us, in particular drawings exchanged in the course of cooperation, remain our property and must be returned to us upon request, at the latest upon termination of the delivery relationship. The customer shall not be entitled to a right of retention with regard to documents or materials containing secret information or documents.
- 9.3 The disclosure of Secret Information shall not create any rights to property rights, know-how or copyrights for the Customer and shall not constitute a right of prior use within the meaning of the applicable patent, design and utility model laws. Any kind of licence requires a written agreement
- 9.4 Furthermore, product samples, prototypes etc. handed over by us may not be analysed, decompiled, modified or disassembled with regard to their composition, either by ourselves or by third parties ("reverse engineering"), unless the latter is technically absolutely necessary for the realisation of the product.
- 9.5 The contractually agreed protection of Classified Information pursuant to this Clause 9 shall be independent of and in addition to the applicable statutory provisions on the protection of information (e.g. pursuant to the GeschGehG, the German Act on the Protection of Business Secrets)

## 10. Force majeure

- 10.1 "Force Majeure" means the occurrence of any event or circumstance which prevents a Party ("Affected Party") from performing one or more of its obligations under the relevant Contract, including these GTC, if and to the extent that the Affected Party proves, (i) such impediment to performance is beyond its reasonable control, and (ii) such impediment to performance could not reasonably have been foreseen at the time of entering into the relevant Contract, and (iii) the effects of such impediment to performance could not reasonably have been avoided or overcome by the affected Party (e.g. natural disasters, natural catastrophes, natural disasters, etc.). (iii) the effects of such impediment to performance could not reasonably have been avoided or overcome by the affected party (e.g. natural disasters, war, terror, sabotage, epidemics, government measures, embargoes, sanctions, strikes and lock-outs, business interruptions, unavailability of raw materials or production materials). For the avoidance of doubt, the existence of an event of force majeure is not excluded merely because it directly affects one of our suppliers.
- 10.2 To the extent and for the duration of force majeure, the affected party shall be released from its obligations and from any liability in connection with deliveries (e.g. due to delayed performance) from the time of the occurrence of the event of force

majeure, whereby the non-affected party shall be informed thereof. In the event of an event of force majeure in connection with our deliveries, the delivery conditions pursuant to clause 4 shall remain unchanged; there shall be no obligation to organise additional transports or faster means of transport at our expense. This shall also apply in the case of sale by delivery to a place other than the place of performance or other regulations deviating from clause 4.

- 10.3 If the duration of the force majeure results in a party being deprived of what it could reasonably expect as performance under the relevant contract, or if the effects of force majeure continue continuously for more than 120 days, either party has the right to withdraw from the contract in question by written notice to the other party with discharging effect..
- 10.4 For the avoidance of doubt, the provisions of this clause 10 shall not lead to any form of extension of the grounds for liability under clause 8, in particular to strict liability, nor shall they prevent the party concerned from invoking other applicable legal instruments or defences in connection with defaults (e.g. impossibility, unreasonableness, frustration of contract).

## 11 Compliance and Recalls

- 11.1 With regard to the existing business relations with us, the customer is obliged to comply with the foreign trade regulations, in particular the applicable German, European and US export control regulations. With regard to the existing business relations with us, the customer further undertakes to comply with all laws applicable to it as well as with the specifications in the compliance codes or other codes notified to it by us in accordance with the Supply Chain Act. This includes, in particular, refraining from doing business in connection with ABC weapons or military end-use, maintaining neither direct nor indirect business or other connections with terrorists, terrorist associations or other criminal or anti-constitutional organisations, and ensuring the implementation of applicable embargoes through appropriate organisational measures, the European anti-terrorism and anti-crime regulations applicable in the context of the supply relationship as well as the corresponding US American or other applicable regulations within the scope of its business operations, in particular by means of appropriate software systems. As soon as goods have left our respective premises, the customer alone shall be responsible for compliance with the above provisions and shall indemnify us against all claims and costs - including reasonable lawyers' and consultants' fees or administrative fees or fines - incurred by us as a result of a corresponding infringement of the law by the customer, its affiliated companies or employees, representatives or vicarious agents, unless the customer is not responsible for this.
- 11.2 We shall comply with the provisions of the European Chemicals Regulation No. 1907/2006 ("REACH") directly affecting us and shall be liable for them in accordance with section 8. The customer alone shall be responsible for negative consequences (in particular damages, e.g. in the form of official measures) which are based on insufficient information by the customer, in particular incorrect or incomplete instructions for use within the supply chain. Outside the EU, the customer alone is responsible for compliance with the legal requirements for chemicals.
- 11.3 To the extent that either party reasonably believes that a mandatory or silent voluntary recall of the subject matter of the supplies, a large-scale voluntary replacement of shipped products, or a withdrawal of substantial stock from the customer and/or intermediaries, or any similar action (the "Recall") is necessary, the parties shall consult in good faith with respect to the procedure to be followed. Each party will designate a contact person for communications related to the Recall. The customer shall not issue any press release or other public notice or communication to the public in relation to a Recall without our prior consent.
- 11.4 The customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied by us that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

## 12 Place of performance, place of jurisdiction, applicable law, arbitration clause

- 12.1 The customer is only entitled to assign its claims arising from the contractual relationship with us with our prior consent; § 354a German Commercial Code (HGB) remains unaffected.
- 12.2 The place of performance for all claims arising from the business relationship, in particular from our deliveries, is the respective location from which the delivery is carried out.
- 12.3 If the customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all claims arising from or in connection with the business relationship with the customer, in particular from our deliveries, shall be Mannheim. This place of jurisdiction shall also apply to disputes concerning the origin and validity of the contractual relationship. However, we are also entitled, at our discretion, to sue the customer at the courts having jurisdiction for the customer's registered office.
- 12.4 If the customer is domiciled outside the Federal Republic of Germany, all disputes arising from or in connection with the business relationship with the customer, including disputes about the validity of contracts, shall be finally settled under the Rules of Arbitration of the German Institution of Arbitration (DIS), excluding the ordinary course of law. The arbitration court shall consist of three arbitrators. The place of arbitration shall be Frankfurt a.M., Germany. The language of the proceedings shall be German, unless the customer requests English as the language of the proceedings.
- 12.5 The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of its private international law and the UN Convention on Contracts for the International Sale of Goods (C.I.S.G.) as well as other bilateral and multilateral agreements serving to standardise international sales.

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