

# General Terms and Conditions of Purchase March 15, 2024

## 1. Scope

- 1.1 All orders and contracts placed or issued by us (hereinafter referred to as "Order") at or with entrepreneurs, legal entities under public law, or other legal entities (hereinafter referred to as "Suppliers") for the purchase of goods as well as work or services (hereinafter referred to as "Deliveries") are exclusively subject to these Terms and Conditions of Purchase. We hereby explicitly object to any deviating or supplementary conditions set by our Suppliers; they shall not be binding for us and shall not be part of any agreement or contract with us. Our Terms and Conditions of Purchase shall also apply exclusively even if we do not specifically object to the inclusion of our Supplier's conditions in individual cases or if, although being aware of contrary or supplementary terms and conditions of the Supplier, we accept a delivery without reservation.
- 1.2 These Terms and Conditions of Purchase also apply to all future transactions with the Supplier, even if they are not expressly agreed upon again.
- 1.3 The ineffectiveness or unenforceability of individual provisions of these Terms and Conditions of Purchase shall not affect the effectiveness and enforceability of the remaining provisions. The affected provision is to be replaced by a legally permissible provision, which comes closest to the economic purpose pursued with the affected provision.

## 2. Contract conclusion

- 2.1 All agreements between the Supplier and us and all orders are only binding for us if they are in written or text form. Any modification, addition, or subsidiary agreement before, at or after the contract conclusion also requires our consent in writing or text form. This form requirement may only be waived in writing or in text form.
- 2.2 If the Supplier does not accept our order in writing or in text form within a period of two (2) weeks after its receipt, we are entitled to revoke it. Delivery schedules become binding if the Supplier does not object within three (3) working days from receipt. Changes, additions, or other deviations from our orders are only effective if this is expressly and separately pointed out and we expressly agree to them in writing or in text form.

## 3. Prices and Payment Terms

- 3.1 The prices stated in the order are fixed prices. The prices include the DAP service and packaging, appropriate transport insurance to be taken out by the Supplier and all other costs of delivery, unless expressly agreed otherwise in writing. This does not include VAT. Unless expressly agreed upon otherwise, all Incoterms used by us refer to the INCOTERMS 2020 published by the International Chamber of Commerce (ICC).
- 3.2 If the Supplier has taken over the installation, assembly, or commissioning work and nothing else has been agreed in writing, the Supplier shall bear all necessary ancillary costs such as travel costs and costs for the provision of the tools.
- 3.3 Invoices will only be processed if they are sent to us by separate mail. Each order must be invoiced separately. With our prior written consent, collective invoices are also permitted. Invoices must clearly state the order number specified in our order, the order date, the Supplier number, and our article number.
- 3.4 Invoices are to be issued in EUR, payments are made exclusively in EUR. For the respective bank account, the Supplier must inform us of the correct IBAN and the corresponding BIC as well as its VAT identification number.
- 3.5 Payments will be made by means of wire transfer after acceptance of the delivery and receipt of an auditable invoice as well as provision of all documents pertaining to the delivery. If this has been agreed in

advance, it is also possible for us to settle accounts in line with the credit note procedure in accordance with the applicable tax laws. Unless otherwise expressly agreed in writing, we will pay without deduction within 30 days of receipt of a proper invoice.

- 3.6 Without our prior written consent, the Supplier is not entitled to assign all or part of its claims against us or to dispose them in any other way.
- 3.7 We are entitled to exercise offsetting and retention rights to the extent permitted by law.

## 4. Delivery dates and delivery conditions

- 4.1 Time is of essence and delivery dates are an essential part of the contractual relationship. The delivery dates specified in the order or otherwise agreed upon are binding and must be strictly adhered to. The Supplier must notify us immediately in writing of any delay or non-compliance to the agreed delivery dates and deadlines, stating the reasons and the duration of the delay.
- 4.2 Deliveries must be done in accurate and proper transport package. In addition to the packaging, this also includes proper labeling, so that all components of the delivery can be clearly identified and assigned. Hazardous substances must be completely labeled in accordance with the legal requirements.
- 4.3 Partial deliveries are to be avoided, if not absolutely necessary, and only permitted if we have expressly agreed to them in writing. Early deliveries are also only permitted with our written declaration of consent. The payment claim, however, is due no earlier than on the originally agreed delivery date.
- 4.4 Unless otherwise agreed, the delivery must be accompanied by the delivery note and a work's test certificate, which is in accordance with the European standard valid at the time of delivery, or an internationally recognized test certificate of equivalent value, in which the characteristics agreed upon with the Supplier are listed. Initial deliveries, especially those that have a sample status, must be accompanied by a complete initial sample documentation.
- 4.5 Deliveries are only possible at the times specified in the order or otherwise agreed upon. All persons in vehicles must be registered when entering our plant. Bringing children or animals into our facility is generally prohibited. Wearing safety shoes is mandatory at the loading and unloading location. The instructions of the security personnel must be followed.
- 4.6 In the event of a delay in delivery, we may impose a contractual penalty of 1% for each commenced week of delay, but no more than a total of 10% of the order value of the delayed part of the delivery; the Supplier shall have the right to prove to us that no damage or significantly less damage has been incurred. We reserve the right to claim further damages. We are obligated to declare the retention of the penalty no later than upon payment of the invoice, which takes place after receipt of the delayed delivery.
- 4.7 Events of force majeure which make delivery by our Supplier or the acceptance or use of the delivery at our premises or at our customer's premises impossible or considerably more difficult shall postpone our obligation to accept delivery in accordance with our actual requirements. The term force majeure shall be defined exclusively in accordance with the statutory provisions of the law applicable to the delivery. In cases of force majeure affecting us or our Supplier, we shall also be entitled, at our discretion, to withdraw from the contract in whole or in part.

## 5. Place of performance, transfer of risk, acquisition of ownership

- 5.1 The place of fulfillment is the place according to the order to which the goods are to be delivered or at which the work or service is to be provided. Place of performance for our payments is our registered office.

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5.2 The delivery is to be made DAP at the address we provided, or performed there, at the expense and risk of the Supplier. The risk of accidental loss or accidental deterioration of the delivery will transfer to us only with receipt of delivery by us or on our behalf at the agreed place of performance or after final acceptance of the delivery, whichever is later, even if we have agreed to pay the freight charges.

5.3 With the transfer of risk, we acquire ownership of the goods without reservation of any rights for the Supplier.

5.4 In the case of delivery of machinery and equipment, the transfer of risk takes place only after their final acceptance at the place of performance.

### 6. Liability for defects and other liability

6.1 We check the delivered goods immediately on the basis of the accompanying documents only for identity and quantity as well as for externally recognizable transport damage. We shall notify the Supplier of any defects in the delivery as soon as they are discovered according to the circumstances of our normal course of business within a reasonable period of time after discovery, which is generally at least five (5) working days. In this respect, the Supplier waives the objection of the delayed notice of defect (§ 377 UGB).

6.2 Unless otherwise stipulated in this Clause 6, the Supplier shall be liable in accordance with the statutory provisions, in particular for defects in the delivery, without this liability being limited or excluded in terms of reason or amount, and shall indemnify us against third-party claims in this respect.

6.3 We are entitled to the right to select the type of primary warranty remedy (subsequent performance). The Supplier may refuse the type of primary warranty remedy we choose if it is only possible at disproportionate costs.

6.4 If the Supplier does not begin to remedy the defect immediately after our request to remedy the defect, we shall be entitled in urgent cases, in particular to avert acute danger or avoid major damage, to remedy the defects identified ourselves or have them remedied by third parties at the Supplier's expense, without the need to set a prior grace period.

6.5 Unless otherwise agreed or unless the statutory provisions provide for longer periods, claims for material defects shall expire 24 months after the sale of the end product to the consumer, but no later than 30 months after delivery to us. The limitation period for work services is 30 months from the date of final written acceptance. If the delivery has been used according to its customary use for a building structure and which caused its defectiveness, the limitation period shall only commence after 5 years. Further statutory rights remain unaffected by this provision.

6.6 In the event of defects in title, the Supplier shall also indemnify and hold us harmless against any existing third-party claims. A limitation period of 10 years shall apply to claims due to defects of title, including indemnification claims pursuant to sentence 1.

6.7 If an incoming goods inspection exceeding the usual scope becomes necessary as a result of defective delivery, the Supplier shall bear the costs thereof.

### 7. Product Liability

7.1 The Supplier shall indemnify and hold us harmless from and against any third-party claims arising from and in connection with personal injury and property damage if and to the extent that the cause thereof lies within the Supplier's sphere of control and organization. In this context, the Supplier shall also be obliged to reimburse us for all expenses in accordance with the statutory provisions on management without mandate which we incur as a result of or in connection with a recall campaign or other measures carried out by us.

7.2 The Supplier undertakes to maintain a product liability insurance policy (including extended product liability) with a coverage of at least EUR 3,000,000 (three million Euros) per lump-sum for personal injury, property, product or financial loss; however, our claims are not limited to the coverage amount.

### 8. Retention of title, tools

8.1 We reserve title to goods provided by us (e.g. parts, components, semi-finished products).

8.2 The retention of title also extends to the full value of the products resulting from the processing, mixing or combining of our goods, whereby these processes are carried out for us so that we are considered the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their property rights remain, we shall acquire co-ownership of the product in proportion to the objective values of the goods.

8.3 Tools made available to the Supplier and tools manufactured by the Supplier on our behalf or ordered from third parties for which we have made a cost contribution shall remain our property or shall become our property upon manufacture or acquisition by the Supplier and shall be clearly marked as our property and stored separately and visibly.

8.4 The Supplier is obliged to store tools for us separately in a visible manner and free of charge, to insure them adequately and to provide us with proof of insurance cover on request. The Supplier is obliged to use the tools exclusively for the manufacture of parts intended for us, unless otherwise agreed. Such consent is hereby granted with regard to the production of parts based on orders from other companies belonging to the Freudenberg Group.

8.5 The Supplier must maintain and service the tools provided at its own expense. At the end of the contract, the Supplier must return the tools to us immediately at our request, without being entitled to any right of retention. When the tools are handed over, they must be in a perfect technical and optical condition corresponding to their previous use. The costs of repair shall be borne by the Supplier. Under no circumstances may the Supplier scrap the tools without our prior written consent.

### 9. Compliance with property rights and regulations (incl. conditions for social responsibility, supply chain, compliance, sustainability)

9.1 The Supplier warrants that its delivery and its use does not infringe any industrial property rights or other rights of third parties or violate any statutory or regulatory provisions of any kind whatsoever.

9.2 We expect the Supplier to comply with recognized standards of responsible business activities and compliance in its own business activities and with its upstream Suppliers.

The Supplier has taken note of our Code of Conduct (Code of Conduct of the Freudenberg Group available on the Freudenberg website) and guarantees compliance with at least equivalent internal standards.

In particular, we expect the Supplier and all parts of the supply chain to comply with the United Nations Guiding Principles on Business and Human Rights, the core conventions of the International Labor Organization (ILO) and the UN Global Compact. The Supplier shall take contractual and organizational precautions to ensure that corresponding obligations are passed on to its upstream Suppliers and by them along the supply chain and are also complied with. Upon request, the Supplier shall provide evidence of this in a suitable manner and shall give us the right to verify this by means of suitable audits.

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Further, the Supplier assures that it maintains a compliance management system that enforces the internationally accepted compliance standards and that its compliance measures ensure compliance with the legal requirements and are sustainable. The Supplier undertakes to take all measures that are necessary and appropriate to prevent legal violations by its company, its legal representatives, employees, subcontractors, consultants or other third parties commissioned by it against the provisions of the laws and regulations on bribery, corruption, money laundering, cartels, competition, customs and foreign trade, employees, occupational safety, environmental protection and health protection. It also ensures sustainability in the areas of the environment (consumption of raw materials and natural resources, use of recyclable or reusable packaging materials, energy and water use, air emissions, waste and handling of hazardous substances) and health. The ISO 14001 environmental standard must be complied with.

If a violation of the standards in our Code of Conduct, the above-mentioned international standards or compliance rules involving a legal representative, employee, subcontractor or consultant of the Supplier or other third parties commissioned by the Supplier is identified, we may exclude the Supplier from future business.

- 9.3 The Supplier acknowledges that as a manufacturer of chemicals, chemical mixtures and articles, we are a so-called manufacturer, downstream user and importer within the meaning of the European Chemicals Regulation No. 1907/2006 ("REACH Regulation") and warrants that it will comply with all EU REACH provisions, in particular those necessary to process, sell, or distribute goods within the EU, in particular: (a) register or authorize chemical substances or preparations to the extent required by law, (b) implement internal organizational measures that document compliance with EU-REACH, (c) ensure that any use of chemical substances or preparations in goods (including packaging material), or in laboratory, production, etc., is in compliance with EU-REACH, (d) to inform us immediately if a preparation or substance has not been registered or cannot be registered or authorized within an appropriate period of time, (e) not to sell or supply goods of any kind containing substances prohibited under REACH and (f) to inform us immediately if they contain substances of very high concern (SVHC) ((a) to (f) together the "EU REACH compliance").

The Supplier acknowledges that violations of EU REACH compliance generally result in a defect of the substance, preparation or other goods or articles within the meaning of applicable law and shall indemnify us against all claims, liabilities, expenses and damages (collectively "Claims") caused by the Supplier due to a violation of the aforementioned EU REACH compliance and shall support us in the legal defense against such Claims at its own expense.

- 9.4 The Supplier undertakes to provide all relevant IMD system data, EU REACH, GHS and other internationally relevant export and chemical law data free of charge at our request. The Supplier acknowledges that we use the Supplier's product in chemical formulations that are subject to special chemical legislation. In the case of export abroad, this may mean the registration of substances and/or products with disclosure of the relevant data - if necessary, to an external third party. In the case of additional registrations (such as drinking water, food, organic products), the Supplier shall provide its full support in obtaining these registrations, disclosing the relevant data - if necessary, to an external third party. Furthermore, the Supplier shall provide an EU safety data sheet - insofar as relevant for the delivery - electronically and at least in English, which complies with current EU legislation. In the event of changes to the composition and/or changes to the legislation, the Supplier shall send an updated safety data sheet without being requested to do so.
- 9.5 The Supplier is obliged to keep a so-called proof of origin of the goods, i.e. the Supplier must send us the required declarations on the origin of the goods under commercial and preferential law in good time and notify us of a change of origin immediately and without being requested to do so. If necessary, the Supplier must provide evidence of its information on the origin of the goods by means of an information sheet confirmed by its customs office. If the Supplier fails to comply

with this obligation, it shall be liable - irrespective of fault - for all resulting damage and commercial disadvantages.

The Supplier shall comply with the applicable requirements of national and international export, customs and foreign trade law ("Foreign Trade Law") for all goods to be delivered and services to be rendered. The Supplier shall obtain any necessary transfer or export licenses, unless we or a third party, and not the Supplier, are obliged to apply for these licenses under the applicable foreign trade law. Should the aforementioned permits not be available within a period of 3 months from acceptance of the order, we shall be entitled to withdraw from the contract.

The Supplier shall provide us in writing as early as possible, but no later than upon acceptance of the order, with all information and data that we require in order to comply with the applicable foreign trade law when exporting, transferring and importing and, in the case of resale, when re-exporting the goods and services.

- 9.6 When delivering machines and systems that fall under the EU machinery directive valid at the time of delivery, the Supplier must provide a risk assessment free of charge in accordance with the specified standards and in accordance with the EU machinery directive valid at the time of delivery.
- 9.7 The Supplier guarantees that it will provide the service to be rendered itself and that it will only use subcontractors or sub-subcontractors (hereinafter referred to as "subcontractor chain") with our prior written consent.

The Supplier also guarantees that it and all contractors in the subcontractor chain that it permissibly engages, as well as any hirers/employee leasing companies commissioned by them, pay the workers employed the applicable minimum wage(s) in accordance with the statutory provisions. In addition, the Supplier confirms that its company and the companies it uses in the subcontractor chain are not excluded from the award of public contracts, in particular pursuant to Section 78 (1) no. 5 (Federal Procurement Act) BVerfG.

As part of the review of the Supplier's offer, we are entitled to request the submission of current pay slips for the workers employed by the Supplier and the subcontractor chain in anonymized form (wage and salary lists) on a random basis without any specific reason. Upon request, the Supplier may also provide us with proof of compliance with the minimum wages stipulated in collective agreements or otherwise determined by law for itself and along the subcontractor chain by immediately submitting a current confirmation from a suitable objective expert (e.g. an auditor).

If a claim is asserted against us by an employee of the Supplier or the subcontractor chain on the basis of an actually existing remuneration claim in accordance with the collective agreement or other statutory provisions, the Supplier undertakes to pay us a no-fault contractual penalty in the amount of EUR 500.00 for each case of a claim upon first request. The contractual penalty to be paid shall be set off against any claim for damages by the customer and shall be limited to a maximum of 10% of the respective order value per order and to a maximum total of EUR 25,000 per calendar year. The obligation to pay the contractual penalty shall not apply if the Supplier is not at fault and has had evidence submitted to it, for which it shall bear the burden of proof.

The Supplier is obliged to indemnify and hold us harmless on first demand against any claims asserted against us by third parties in connection with violations of the Wage and Social Dumping Prevention Act (LSD-BG) and/or other statutory provisions and to reimburse any penalties, including procedural costs. However, this shall not apply if we and/or our employees or vicarious agents have demonstrably violated the provisions of the LSD-BG intentionally or through gross negligence in this individual case.

- 9.8 The Supplier indemnifies us, our legal representatives, bodies and employees from all claims, damages, costs and expenses arising from the violation of the obligations of this clause 9, if the violation is not attributable to us or a third party commissioned by us.

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The Supplier is also obliged to hold us, our legal representatives, bodies and employees harmless from all claims that third parties may bring against us on occasion or in conjunction with the law or their use. Section 6.6 sentence 2 applies.

The indemnification and indemnification of the Supplier shall also extend to all expenses incurred by us or in connection with the claim by a third party.

## 10. Quality Management

10.1 Suppliers, in particular those who are directly connected to the supply of our final products (primarily chemical products and packaging) and their production, undertake to maintain a quality management system that is appropriate and reasonable for its size and purpose, in accordance with the requirements of the relevant standards (including DIN EN ISO 9001); to monitor this at regular intervals by internal audits and to initiate the necessary measures immediately in the event of detected deviations, so that a perfect quality of all deliveries to us is ensured. We have the right to review the Supplier's quality management system at any time with prior notice. Upon request, the Supplier will provide us with insight into those processes that are essential for our cooperation, as well as insight into and audit reports, as well as in completed audit procedures, including all audit records and documentation relating to the delivery.

## 11. Confidentiality, documents, data protection

11.1 All information, recipes, drawings, models, tools, technical records made available by us or obtained from the Supplier, as well as process methods, software and other technical and commercial know-how, together with work results obtained in connection therewith ("confidential information") are to be kept secret from third parties by the Supplier and may be used exclusively for the execution of deliveries to us in the Supplier's own company and made accessible only to such persons, who must have knowledge of the confidential information in the course of the business relationship and have been obliged to maintain confidentiality in accordance with this provision. This also applies beyond the duration of the business relationship, as long as and to the extent that the Supplier cannot provide proof, that the confidential information had already been known to him at the time it was obtained, or that it had been made public or that it had subsequently become public without his fault.

11.2 All documents (e.g. drawings, illustrations, test specifications), samples and models etc. which we make available to the Supplier in the course of the business relationship shall remain our property and shall, at our request, be returned to us or destroyed at the Supplier's expense at any time, at the latest upon termination of the business relationship (including any existing copies, transcripts, extracts and reproductions) at our discretion. The Supplier shall have no right of retention in this respect.

11.3 The disclosure of confidential information does not establish any rights to industrial property rights, know-how or copyrights for the Supplier and does not constitute a prior publication or right of prior use within the meaning of the applicable patent, design and utility model laws. Any type of license requires a written agreement.

11.4 The Supplier must comply with the mandatory obligations of the applicable data protection laws (in particular the European General Data Protection Regulation). Any transfer of personal data to third parties or abroad requires our express prior written consent. If necessary, the Supplier shall conclude an agreement on order processing in accordance with our model.

11.5 We collect, store and use personal data in accordance with the statutory provisions. You can find data protection information on our website.

## 12. Applicable Law and place of jurisdiction

12.1 The Contract and any claim relating to the Goods provided under the Contract shall be governed by the laws of the country (and state/province, if applicable) in which we are located as indicated by our address set out in the applicable Contract (hereinafter the "Relevant Location"). The rules of private international law applicable under that law are excluded. The application of the UN Convention on Contracts for the International Sale of Goods (C.I.S.G.) and other bilateral and multilateral agreements serving the standardization of international sales is excluded.

12.2 The exclusive place of jurisdiction for all claims arising from our business relationship with the Supplier, in particular from contracts or their validity, shall be the Relevant Location. This place of jurisdiction shall also apply to disputes concerning the formation and validity of the contractual relationship. However, we are also entitled, at our discretion, to sue the Supplier at any other general or special place of jurisdiction.

12.3 If the Supplier has its registered office outside the Republic of Austria, we shall also be entitled, at our discretion, to have all disputes arising from or in connection with our business relationship with the Supplier, including disputes concerning the validity of contracts, finally settled by the arbitration court responsible for the Relevant Location, excluding recourse to the ordinary courts of law. At the Supplier's request, we shall exercise this right of choice before the proceedings commence. The arbitration proceedings shall be held in German, unless the Supplier requests English as the language of the proceedings.