

General Terms and Conditions of Purchase of the CLASSEN Group

and its affiliated companies (hereinafter referred to as "Purchaser" or "we").

June 2024

1. General

1.1 These General Terms and Conditions of Purchase (GPC) apply to all business relationships with our business partners and suppliers (hereinafter referred to as "Seller" or "Supplier"), unless otherwise agreed in individual cases. The GPC shall only apply if the Supplier is either a legal entity under public law, a separate estate under public law or is to be regarded as an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB) for the respective contract.

1.2 The GPC apply in particular to contracts for the sale and/or delivery of movable goods (hereinafter also referred to as: goods), irrespective of whether the Seller manufactures the goods itself or purchases them from suppliers (§§ 433, 651 BGB). The terms and conditions of the GPC shall apply to the provision of services and other performances insofar as the terms and conditions can be applied in substance and are not specifically tailored to the sale and/or delivery of goods.

1.3 These GPC shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Supplier shall only become part of the contract if and to the extent that we have expressly agreed to their validity. This shall also apply in the event of unconditional acceptance of deliveries and services despite knowledge of contradictory or deviating terms and conditions of the Supplier.

1.4 Individual agreements made with the Supplier in individual cases (including ancillary agreements, supplements and amendments) shall in any case take precedence over these GPC. A written contract or our written confirmation shall be authoritative for the content of such agreements.

1.5 Legally relevant unilateral declarations and notifications made by the Seller to us after conclusion of the contract (e.g. setting of deadlines, reminders, declaration of withdrawal) must be made in writing to be effective.

1.6 References to the applicability of statutory provisions shall have clarifying significance. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GPC.

2. Conclusion of contract

- 2.1 The contract is concluded in such a way that the Supplier makes an offer. Subsequently, we will place an order based on the offer, if applicable. Our order constitutes the binding offer to conclude the contract.
- 2.2 The Supplier is required to confirm our order in writing stating the order date and our order number within a period of 3 working days (acceptance). A delayed acceptance shall be deemed a new offer and shall require separate acceptance by us. In the event of unconditional execution of the order by the Seller, our order shall be deemed to have been accepted even if it is placed after the period of 3 working days. In the latter case, however, we shall be entitled to refuse acceptance of the performance.
- 2.3 The Supplier must inform us of obvious errors (e.g. spelling mistakes and miscalculations) and incompleteness of the order including the order documents for the purpose of correction or completion before acceptance.
- 2.4 Contractual declarations shall be based on the written form, unless another form is agreed in individual cases. Contractual correspondence shall be conducted in the German language.

3. Performance of the service, provision of materials

- 3.1 The delivery shall be accompanied by a delivery note stating the date (issue and dispatch), the content of the delivery (article number and quantity) and our order identification (date and number). In the case of services, material and time sheets confirmed by us must be submitted to us with the invoice, bearing our order identifier (date and number).
- 3.2 The Supplier is not entitled to make partial deliveries without our prior written consent.
- 3.3 The Supplier may only transfer the performance owed by it to independently operating third parties (e.g. subcontractors) or have it performed by them with our prior written consent. We shall not unreasonably withhold our consent.
- 3.4 The Supplier shall ensure that all substances used that are covered by the EU's REACH chemicals regulation are registered or authorised in accordance with this regulation. The registration or authorisation must also cover the contractual use of the substances by us. At our request, the Seller shall provide suitable evidence regarding the fulfilment of these obligations. The above provisions shall also apply to Sellers outside the EU.

3.5 Instructions relevant to the use of the delivery item or service, such as operating instructions or instruction manuals, any certificates, protocols or certificates relating to the delivery item or service, such as DIN safety data sheets, as well as other documents to be prepared by the Seller shall be supplied in German or shall be supplied at a later date at our request without delay and free of charge.

3.6 Our provisions remain our property and are to be stored, designated and administered separately free of charge. They may only be used for the purposes of the respective contract.

4. Retention of title and transfer of ownership

4.1 The statutory provisions shall apply to the transfer of ownership, unless otherwise agreed below.

4.2 Any processing, mixing or combining of provided items by the Seller shall be carried out for us. If, in the event of processing, mixing or combining with items of third parties by the Seller or by us, their ownership rights remain, we shall acquire co-ownership of the new item in the ratio of the value of our provided item to the other items.

4.3 The transfer of ownership of the goods to us shall be unconditional and without regard to the payment of the price. If, however, in an individual case we accept an offer by the Seller to transfer title conditional on payment of the purchase price, the Seller's retention of title shall expire at the latest upon payment of the purchase price for the goods delivered. This excludes all forms of extended or prolonged retention of title, so that any retention of title effectively declared by the Seller shall only apply until payment has been made for the goods delivered to us and for these.

5. Delivery time and delay in delivery

5.1 The delivery and performance time specified in our order shall be deemed a fixed date and shall be binding. If the delivery time is not specified in the order and has not been agreed otherwise, it shall be two weeks from receipt of our order.

5.2 The Seller shall notify us in writing without delay if circumstances occur or become apparent according to which the stipulated delivery and performance time cannot be met.

5.3 In the event of default on the part of the Seller, we shall be entitled to the full statutory rights. In the event of default on the part of the Seller, we shall be entitled to demand a contractual penalty amounting to 0.3% of the order value of the delayed delivery/service per day, but

no more than 5% thereof, as the minimum amount of damages owed by the Seller under the statutory provisions. The contractual penalty shall be set off against the total damage caused by the delay; the assertion of further damages shall remain unaffected. If we accept the delayed performance, we must assert the contractual penalty with the final payment at the latest.

6. Place of performance, transport, packaging

6.1 Delivery and transfer of risk shall be made DDP (delivered and duty paid) in accordance with Incoterms 2022 to the place specified in the order. The respective place of destination is also the place of performance (obligation to deliver). If no place of destination is specified in the order, delivery shall be made to the Purchaser's place of business.

6.2 The costs for transport and packaging are included in the order / fixed price. At our request the Seller shall collect the packaging materials from the place of receipt and dispose them of at his own expense.

7. Termination or withdrawal for good cause

In addition to the statutory rights of withdrawal and termination, we may also, at our discretion, terminate the contract for good cause or withdraw from the contract if the Seller has filed an application for the opening of insolvency proceedings, if the Seller has not only temporarily suspended payments or if insolvency proceedings have been opened against the assets of the Seller or the opening has been rejected for lack of assets.

8. Defective delivery

8.1 For our rights in the event of defects and defects of title of the goods (including incorrect and short delivery as well as improper assembly, defective assembly, operating or operating instructions) and in the event of other breaches of duty by the Seller, the statutory provisions shall apply unless otherwise stipulated below.

8.2 In accordance with the statutory provisions, the Seller is liable in particular for ensuring that the goods have the agreed quality when the risk passes to us. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject matter of the respective contract or were included in the contract in the same way as these GPC shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, from the Seller or from the manufacturer.

8.3 Deviating from Section 442 (1) sentence 2 BGB, we shall also be entitled to unrestricted

claims for defects if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.

8.4 The statutory provisions (§§ 377, 381 HGB) shall apply to the commercial duty to inspect and give notice of defects with the following proviso: Our duty to inspect shall be limited to defects which become apparent during our incoming goods inspection under external appraisal including the delivery papers as well as during our quality control in the random sampling procedure (e.g. transport damage, wrong and short delivery). If acceptance has been agreed, there shall be no obligation to inspect. Otherwise, it shall depend on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. In all cases, our complaint (notice of defect) shall be deemed to have been made without delay and in good time if it is received by the Seller within 5 working days. Saturdays, Sundays and public holidays at the place of performance do not count as working days.

8.5 The costs incurred by the Seller for the purpose of inspection and rectification shall be borne by the Seller even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, however, we shall only be liable if we recognised or were grossly negligent in not recognising that there was no defect.

8.6 If the Seller fails to fulfil his obligation of supplementary performance - at our discretion by defect (rectification) or by delivery of a defect-free item (replacement) - within a reasonable period of time set by us, we shall be entitled to remedy the defect ourselves and to demand reimbursement of the expenses required for this from the Seller or a corresponding advance payment. If subsequent performance by the Seller has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline need be set; the Seller must be informed immediately, if possible in advance.

9. Limitation

9.1 The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.

9.2 In addition to § 204 of the German Civil Code, it is agreed that the limitation of our warranty claim is suspended if we notify the Seller in writing within the warranty period in writing of the defect or defect of title. The suspension begins with the receipt of our letter by the Seller and ends at the earliest three months after this point in time, if there are no further

legal reasons for suspension. This provision is intended to prevent us from having to take legal action solely because of an impending limitation period if we discover a material defect or defect of title shortly before the end of the warranty period.

9.3 Furthermore, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right against us - in particular for lack of limitation.

9.4 The limitation periods of the law on sale of goods including the above modifications shall apply - to the statutory extent - to all contractual claims for defects. The warranty period for movable goods is 2 years, unless otherwise agreed. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply, unless the application of the limitation periods of the law of sales, including the aforementioned modifications, leads to a longer limitation period in individual cases.

10. Confidentiality and documents provided

10.1 The Seller may only provide information about (partial) order values or (partial) prices to outsiders in legally mandatory cases. Press releases and other publications on orders placed are only permitted in agreement with us. This also applies to the communication of rounded or approximate values and to percentage comparison figures with previous orders.

10.2 We reserve the property rights and copyrights to illustrations, plans, drawings, calculations, implementation instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual performance and returned to us after completion of the contract. The documents must be kept secret from third parties, even after termination of the contract. The obligation to maintain secrecy shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known.

10.3 We may retain the documents provided to us by the Seller. We are entitled to reproduce and use documents for training and maintenance and, by agreement in individual cases, also for further purposes.

11. Property rights

If a claim is made against us by a third party due to alleged infringements of industrial property rights the Seller shall be obliged to indemnify us from these claims of third parties upon our first written demand, unless he is not responsible for the infringement of property rights. The obligation to indemnify shall include all expenses incurred by us in connection with the claim

by third parties.

12. Invoices, prices, supplements

- 12.1 Invoices (in duplicate) shall be issued separately for each order, the contents of which must correspond to the delivery note/delivery documents.
- 12.2 The following must be included in the invoice in compliance with VAT regulations: the ordering office, date and number of the order / contract, the tax number issued by the tax office or the VAT ID number of the Seller. The delivery / or service documents to be handed over to the receiving office must already contain the order / contract number and the order item number in ascending order.
- 12.3 Unless otherwise agreed in the individual case, the price stated in the order/contract is a fixed price and excludes subsequent claims. The reimbursement of VAT shall be subject to the condition that the Seller is entitled and obliged to levy the tax separately in accordance with the respective statutory provisions and that the tax is shown separately in the invoice. If no VAT is shown, the prices quoted shall in each case be inclusive of VAT.

13. Payment, discount

- 13.1 Payment shall be made exclusively to the account of the Seller stated in the invoice.
- 13.2 Unless otherwise stated in the order, payments shall be made within 45 days less 3% discount, within 60 days net or at a later payment term granted by the Purchaser net. The payment period shall commence at the earliest upon receipt of the proper invoice by us.
- 13.3 Invoices which do not meet our requirements, in particular in the case of missing order numbers, shall be returned by us to the Seller without delay. In this case, the discount period shall not commence before the new receipt of the supplemented invoice.
- 13.4 In the case of agreed instalment payments, the payment period shall commence on the date of receipt of an auditable instalment invoice, but not before the provision of any agreed security.
- 13.5 For the timeliness of payment by us, the handover of the transfer order to the bank / credit institution shall be decisive.
- 13.6 The statutory provisions shall apply to the occurrence of our default. In any case,

however, a reminder by the Seller is required.

14. Right of retention, set-off

14.1 We shall be entitled to rights of set-off and retention as well as to the objection of non-performance of the contract to the extent provided by law. In particular, we are entitled to withhold due payments as long as we are still entitled to claims from incomplete or defective performances against the Seller.

14.2 The Seller shall have a right of set-off or retention only in respect of counterclaims which have been finally established by judgment or are undisputed.

15. Energy management system

The Classen Group has introduced an energy management system in accordance with DIN EN ISO 50001. The efficient use of energy and increasing energy efficiency is an essential part of the Purchaser's company policy. In the procurement of products, services and facilities that have or can have an impact on the essential use of energy, the evaluation of the procurement is partly based on the energy-related performance (energy use, energy consumption, energy efficiency). The Supplier is obliged to take into account the energy efficiency improvement target. Upon request, the Supplier shall provide data sheets for the evaluation of energy efficiency. The Supplier's upstream suppliers must be informed by the Supplier of the fulfilment of these requirements.

16. Code-of-Conduct

With its products, the Classen Group stands in particular for environmentally compatible, sustainable, innovative and future-oriented action. The German Supply Chain Compliance Obligations Act (Lieferkettensorgfaltspflichtengesetz) also imposes certain obligations on Classen with regard to our business relationships. We have compiled the requirements derived from this for our suppliers and business partners in the Classen Group Code of Conduct (available at <https://classengroup.com/downloads>). The Classen Group Code of Conduct applies in addition to these GPC to all business relationships of the Classen Group; the Supplier and its sub-suppliers guarantee its full compliance.

17. Compliance with statutory provisions

17.1 In connection with the contractual relationship, the Supplier is obliged to comply with the relevant statutory provisions. This applies in particular to anti-corruption and money laundering laws as well as antitrust, labour and environmental protection regulation.

- 17.2 The supplier shall ensure that the products delivered by him fulfil all relevant requirements for placing on the market in the European Union and in the European Economic Area. He shall provide us with proof of conformity on request by submitting suitable documents.
- 17.3 The Supplier shall make reasonable efforts to ensure compliance by its subcontractors with the obligations incumbent on the Supplier under this Clause 17.
- 17.4 In the event of a breach of the obligations in this Clause 17, we shall be entitled to withdraw from the contract or, in the case of a long-term contract, to terminate the contract after the fruitless expiry of a reasonable grace period. A grace period is not required if special circumstances, in particular the severity of the breach, justify immediate cancellation or termination, taking into account the interests of both parties and the circumstances of the individual case.

18. Final provisions

- 18.1 If individual provisions of these GPC or of a contract concluded on the basis of these GPC are or become invalid or contain a loophole, the validity of the remaining provisions of the GPC or of the respective contract shall remain unaffected. The contracting parties undertake to replace an invalid provision with a provision that achieves the economic purpose intended by the invalid provision as far as possible. The same shall apply in the event of a loophole.
- 18.2 If the Supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a separate estate under public law, the exclusive - including international - place of jurisdiction for all disputes arising from the contractual relationship shall be the Purchaser's place of business. However, we are also entitled to bring an action at the place of performance of the delivery or service obligation or to bring an action against the Supplier at his general place of jurisdiction.
- 18.3 All contracts concluded on the basis of these GPC and all other legal relationships between us and the Supplier shall be governed exclusively by the laws of the Federal Republic of Germany, including the UN Convention on Contracts for the International Sale of Goods (CISG).