

General Terms and Conditions of Purchase (GTCP)

of Ernst Kühne Kunststoffwerk GmbH & Co. KG

Version: 1 January 2026

This English version is provided for convenience only. In the event of any discrepancies or inconsistencies between the German and English versions, the German version shall prevail.

1. Scope of Application

1.1 These General Terms and Conditions of Purchase (the "GTCP") shall apply to all orders for goods, works and other deliveries and services placed by Ernst Kühne Kunststoffwerk GmbH & Co. KG (hereinafter "EKK") with entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), with legal entities under public law and with special funds under public law (hereinafter jointly referred to as the "Supplier").

1.2 These GTCP shall apply exclusively. Conflicting, deviating or supplementary general terms and conditions of the Supplier shall not become part of the contract. This shall also apply where EKK accepts or pays for deliveries or services without reservation or refers to letters or declarations of the Supplier. Such terms and conditions shall apply only insofar as EKK has expressly consented to their application in text form.

1.3 Individual agreements between EKK and the Supplier shall take precedence over these GTCP. This applies to framework supply agreements, quality agreements, logistics agreements, non-disclosure agreements and other individual contractual arrangements. Insofar as such agreements do not expressly exclude or amend individual provisions of these GTCP, the latter shall apply in addition.

1.4 These GTCP shall also apply to all future business relationships with the same Supplier, without EKK having to refer again to their applicability with each individual order.

2. Orders and Conclusion of Contract

2.1 Orders, call-offs and any amendments or supplements thereto shall require at least text form. Oral or telephone agreements shall be binding only if confirmed by EKK at least in text form.

2.2 The Supplier shall confirm each order without undue delay, but no later than within 5 working days of its receipt, at least in text form. The decisive factor is the receipt of the order confirmation by EKK.

2.3 If the order confirmation deviates from the order, this shall be deemed a new offer by the Supplier. In this respect, a contract shall be concluded only once EKK has consented to the deviation at least in text form. Silence, acceptance of the delivery or service and payment shall not be deemed consent to the deviation.

2.4 If no order confirmation is issued within the period set out in Clause 2.2, EKK shall be entitled to revoke the order free of charge at any time until receipt of the order confirmation.

2.5 The Supplier shall examine each order and all drawings, specifications, technical documents and other contractual documents provided by EKK without undue delay as to completeness, obvious ambiguities, contradictions and identifiable errors. If the Supplier identifies such circumstances, or should have identified them when exercising the care required in business dealings, it shall notify EKK thereof without undue delay. If such notification is culpably omitted, the Supplier may not subsequently rely on such circumstances.

2.6 Changes to the delivery item, its design or the scope of performance after conclusion of the contract shall require EKK's prior consent at least in text form. Effects on price, deadlines or other contractual terms shall be agreed by mutual consent at least in text form prior to their implementation.

2.7 The Supplier may transfer performance of the contract, or material parts thereof, to third parties only with EKK's prior consent. The Supplier's responsibility for the proper performance of the contract shall remain unaffected.

3. Prices and Terms of Payment

3.1 The prices agreed in the order are fixed prices. They cover all services and ancillary costs required for performance of the contract in accordance with its terms, in particular packaging, transport, insurance, loading, customs duties, import levies and other public charges up to the agreed place of performance, unless expressly agreed otherwise.

3.2 Price changes and subsequent additional claims shall require EKK's prior consent at least in text form. The Supplier shall be entitled to an adjustment of agreed prices, in particular on account of increased material, energy, labour, transport or procurement costs, only insofar as this has been expressly agreed.

3.3 Invoices shall be transmitted exclusively in electronic form to the invoicing address designated by EKK or via the transmission channel specified by EKK. They must state the order number and contain all information required by law and by contract. Incomplete or incorrect invoices shall not cause payment to fall due.

3.4 Payment periods shall commence only after complete delivery or performance in accordance with the contract and receipt of a proper and verifiable invoice.

3.5 Unless otherwise agreed, payment shall be made within 30 calendar days of complete delivery or performance in accordance with the contract and receipt of a proper and verifiable invoice.

3.6 Payments are made subject to invoice verification. They constitute neither an acknowledgement that the delivery or service conforms to the contract nor a waiver of claims for defects, warranty claims, claims for damages or any other statutory claims.

3.7 EKK shall be entitled to the statutory rights of set-off and retention without restriction. The Supplier shall be entitled to set-off or to assert a right of retention only insofar as its counterclaim is undisputed, has been finally established by a court or is ready for decision.

4. Delivery Dates and Delay in Delivery

4.1 The delivery dates and delivery periods stated in the order are binding. Compliance with them shall be determined by the timely receipt of the complete delivery or service in accordance with the contract at the agreed place of performance.

4.2 If the Supplier recognises that a delivery date or delivery period is likely not to be met, it shall inform EKK without undue delay, at least in text form, stating the reasons and the expected duration of the delay. Such notification shall not affect EKK's contractual and statutory rights.

4.3 The Supplier shall take all reasonable measures to avoid delays in delivery and to keep their effects to a minimum.

4.4 In the event of a delay in delivery, EKK shall be entitled to the statutory claims without restriction.

4.5 Without prejudice to any further claims, EKK shall be entitled, in the event of a culpable delay in delivery, to demand a contractual penalty amounting to 0.5% of the net order value of the delayed delivery for each completed week of delay, but not exceeding 5% of the net order value in total. The contractual penalty shall be credited against any claim for damages based on the same breach of duty.

4.6 Upon the fruitless expiry of a reasonable grace period, EKK shall be entitled to rescind the contract in whole or in part, to make a cover purchase or to claim damages in lieu of performance in accordance with the statutory provisions.

4.7 Acceptance of a delayed delivery or service without reservation shall constitute neither a waiver of claims arising from the delay in delivery nor a waiver of the assertion of the contractual penalty or of any other rights.

4.8 Partial, excess or early deliveries shall require EKK's prior consent at least in text form.

5. Delivery, Dispatch, Packaging and Passing of Risk

5.1 Deliveries and services shall be effected in accordance with the order and the agreed delivery terms. Insofar as delivery clauses have been agreed, the Incoterms® 2020 in the version applicable at the time the contract is concluded shall apply.

5.2 The Supplier shall pack the delivery items properly and in a manner suitable for transport and storage, observing the statutory and contractual requirements. The packaging must effectively protect the delivery items against damage, contamination, moisture and other adverse effects during transport, handling and storage.

5.3 Insofar as technically possible and economically reasonable, packaging materials shall be designed to conserve resources and to be recyclable, and shall be limited to the necessary extent. The applicable statutory requirements, in particular those of packaging law, shall be complied with.

5.4 Each delivery shall be accompanied by all dispatch and accompanying documents required for goods receipt, identification and traceability. These include in particular:

- a) order number,
- b) article or material number,
- c) delivery quantity,
- d) batch, lot or serial number, where required,
- e) country of origin, where required,
- f) agreed test, conformity or quality certificates.

Missing or incorrect dispatch or accompanying documents shall entitle EKK to defer goods receipt or invoice processing until they have been duly submitted.

5.5 Unless otherwise agreed, the risk shall pass to EKK only upon complete delivery or performance in accordance with the contract at the agreed place of performance. Agreed delivery clauses and mandatory statutory provisions shall remain unaffected.

5.6 Reusable packaging, load carriers and other reusable transport aids shall be taken back in accordance with the agreements made or fed into an agreed exchange system.

5.7 The Supplier shall comply with the applicable regulations on transport, labelling and dangerous goods and shall be liable for all damage and additional expenditure arising from any culpable breach thereof.

6. Force Majeure and Business Continuity

6.1 Force majeure means an external event which was not foreseeable at the time the contract was concluded and which cannot be averted even by exercising the utmost reasonable care, and which prevents a party from fulfilling its contractual obligations in whole or in part. This includes in particular natural disasters, war, acts of terrorism, official measures, pandemics, epidemics and other comparable events.

6.2 Cases of force majeure do not include, in particular, shortages of labour, staff absences, material or raw material shortages, missing intermediate products, transport disruptions, increases in energy or raw material prices, liquidity shortages or other circumstances falling within the Supplier's organisational, procurement or operational risk, unless these were directly caused by an event of force majeure.

6.3 The affected party shall inform the other party without undue delay, at least in text form, of the occurrence, cause, expected duration and effects of the event and shall take all reasonable measures to limit its effects and to resume performance of the contract as quickly as possible.

6.4 If the event of force majeure continues for more than 30 calendar days, or if it is foreseeable at an earlier stage that performance of the contract cannot be resumed within a reasonable period, EKK shall be entitled to rescind the contract in whole or in part or to terminate it for cause. Further statutory rights shall remain unaffected.

6.5 The Supplier shall take reasonable organisational and technical measures in order to maintain its ability to deliver as far as possible even in the event of extraordinary disruptions to its business operations. These include in particular emergency and restart concepts, deputisation arrangements, data backups and measures to safeguard critical procurement, production and IT processes.

6.6 Upon EKK's legitimate request, the Supplier shall set out the essential principles of its business continuity management, insofar as this is necessary to assess its ability to deliver and legitimate confidentiality interests of the Supplier do not conflict therewith.

6.7 The provisions of this Chapter shall establish neither an obligation on the part of EKK to accept delayed deliveries or services nor a waiver of statutory or contractual claims, insofar as these are not directly excluded by an event of force majeure.

7. Quality Assurance and Change Management

7.1 Throughout the entire business relationship, the Supplier shall maintain a quality management system appropriate to the nature and scope of its deliveries and services and shall ensure its effectiveness. As a matter of principle, the Supplier should hold certification in accordance with DIN EN ISO 9001 or an equivalent recognised standard.

7.2 The Supplier warrants that all delivery items comply with the agreed specifications, drawings, technical documents and testing instructions as well as with the statutory requirements and the recognised state of science and technology.

7.3 The Supplier shall take suitable measures to ensure consistent product quality and to avoid defects and quality deviations. These include in particular documented quality processes, risk-based testing procedures and measures for continuous improvement.

7.4 Changes to materials, formulations, raw materials, manufacturing processes, production sites, tooling, testing procedures, quality-relevant sub-suppliers or other product- or process-relevant features which may affect the quality, function, safety, conformity or interchangeability of the delivery items shall require EKK's prior consent at least in text form before they are implemented.

7.5 The Supplier shall ensure the complete traceability of the delivery items insofar as this is required by statutory provisions, technical requirements or the nature of the delivery item. The documents required for this purpose shall be retained for at least 10 years after the last delivery and shall be made available to EKK upon legitimate request.

7.6 If the Supplier identifies quality deviations, serial defects or other circumstances which may adversely affect delivery items already delivered or still to be delivered, it shall inform EKK without undue delay at least in text form and shall initiate suitable measures for root cause analysis, defect elimination and damage limitation without undue delay.

7.7 EKK shall be entitled, upon reasonable prior notice, to carry out quality audits at the Supplier's premises or to have them carried out by third parties bound to confidentiality, insofar as this is necessary to verify compliance with the contractual quality requirements. Further information and audit rights are reserved to Chapter 15.

7.8 The Supplier shall select its quality-relevant sub-suppliers with care, monitor them appropriately and ensure that they comply with the quality requirements relevant to performance of the contract.

7.9 Upon request, the Supplier shall make available to EKK the quality records, test reports and other quality-relevant evidence required to assess product and process quality, unless statutory or legitimate confidentiality interests conflict therewith.

8. Product Safety and Regulatory Requirements

8.1 The Supplier warrants that, at the time the risk passes, all delivery items comply with the agreed specifications, the statutory requirements and the recognised state of science and technology and are suitable for the agreed purpose of use.

8.2 The Supplier warrants compliance with all statutory and regulatory requirements applicable to the delivery items. This applies in particular to product, chemicals, environmental, occupational safety and other product-specific regulations.

8.3 Insofar as applicable to the respective delivery items, the Supplier warrants in particular compliance with the requirements arising from

a) Regulation (EC) No 1907/2006 (REACH),

b) Regulation (EC) No 1272/2008 (CLP),

c) Directive 2011/65/EU (RoHS) in its version applicable from time to time,

d) Regulation (EU) 2019/1021 on persistent organic pollutants (POP),

e) statutory or regulatory PFAS restrictions,

f) other comparable national or international product-related regulations.

8.4 The Supplier shall provide EKK, without being requested to do so, with all evidence required by law or by contract. This includes in particular safety data sheets, declarations of conformity, material declarations, test reports and other evidence of compliance with the agreed or statutory requirements.

8.5 If statutory requirements change or if new scientific or regulatory findings on substances or groups of substances become available which may affect the marketability, conformity or product safety of the delivery items, the Supplier shall inform EKK thereof without undue delay at least in text form.

8.6 If the Supplier identifies circumstances which may adversely affect the product safety, statutory conformity or marketability of delivery items already delivered or still to be delivered, it shall inform EKK without undue delay at least in text form and shall initiate suitable measures for root cause analysis, risk assessment and damage limitation without undue delay.

8.7 The Supplier shall support EKK to a reasonable extent in fulfilling statutory information, evidence, documentation and cooperation obligations towards customers or authorities, insofar as these relate to the delivery items supplied.

9. Supply Chain Due Diligence, Compliance and Sustainability

9.1 The Supplier undertakes to comply with all statutory provisions applicable to its business activities and to the deliveries and services forming the subject matter of the contract. This includes in particular the areas of human rights, working conditions, the environment, anti-corruption, anti-trust law, export control, sanctions and other applicable compliance requirements.

9.2 The Supplier warrants that it has established appropriate organisational measures to prevent, identify and appropriately address breaches of the requirements set out in Clause 9.1.

9.3 The Supplier undertakes to comply with the applicable statutory requirements on supply chain due diligence and to promote these towards its sub-suppliers to a reasonable extent by means of suitable measures.

9.4 The Supplier shall inform EKK without undue delay, at least in text form, as soon as it becomes aware of actual indications of serious breaches of statutory provisions or material compliance requirements, insofar as these concern or may adversely affect the performance of the contract or the business relationship with EKK.

9.5 Upon legitimate request, the Supplier shall make available to EKK, to a reasonable extent, the information and documents required to fulfil statutory or contractual due diligence, evidence or reporting obligations, unless statutory or legitimate confidentiality interests conflict therewith.

9.6 The Supplier undertakes not to use any materials or raw materials the use of which would infringe applicable statutory prohibitions or restrictions.

9.7 If EKK becomes aware of a serious breach by the Supplier of the obligations under this Chapter and the Supplier fails to remedy the breach despite the setting of a reasonable deadline, EKK shall be entitled to terminate the contract for cause or – to the extent permitted by law – to rescind the contract in whole or in part. Further statutory and contractual rights shall remain unaffected.

10. Quantity Deviations

10.1 The Supplier shall be entitled to deviate from the agreed delivery quantities only with EKK's prior consent at least in text form.

10.2 Excess deliveries, short deliveries and other quantity deviations shall entitle EKK to refuse acceptance in whole or in part or to demand that the surplus delivery items be taken back at the Supplier's cost and risk. Further statutory or contractual rights shall remain unaffected.

10.3 Acceptance of a delivery or service without reservation shall constitute neither consent to quantity deviations nor a waiver of statutory or contractual claims.

10.4 If, by way of exception, an excess delivery is made with EKK's consent, this shall establish neither an obligation to pay for the excess quantity nor a claim by the Supplier that comparable quantity deviations will be tolerated in future, unless an express agreement has been made.

11. Incoming Goods Inspection, Warranty and Liability for Defects

11.1 Upon receipt of the goods, EKK shall inspect the delivery items only as to identity, delivery quantity, externally identifiable transport damage and other obvious defects. Any further duties to inspect or to give notice of defects shall exist only in accordance with the statutory provisions.

11.2 Obvious defects shall be deemed to have been notified in due time if notice of the defect is given within a reasonable period after receipt of the goods. Hidden defects shall be deemed to have been notified in due time if notice of the defect is given within a reasonable period after their discovery.

11.3 The Supplier warrants that, at the time the risk passes, the delivery items are free from material defects and defects of title and that, during the warranty period, they possess the agreed quality and are fit for the use contractually presupposed.

11.4 In the event of a defect, EKK shall be entitled to the statutory rights in respect of defects without restriction. In particular, EKK shall be entitled to demand subsequent performance, at its option, by way of rectification of the defect or replacement delivery.

11.5 If the Supplier fails to comply with its obligation to render subsequent performance within a reasonable period set by EKK, or if the setting of a deadline is dispensable under the statutory provisions, EKK shall be entitled to remedy the defect itself or to have it remedied by third parties at the Supplier's expense. Further statutory claims shall remain unaffected.

11.6 In urgent cases, in particular in order to avert substantial damage, to maintain production or to fulfil its own delivery obligations, EKK shall be entitled to carry out the necessary measures itself or to have them carried out by third parties without setting a prior deadline. The Supplier shall bear the necessary and reasonable costs thereof, insofar as it is responsible for the defect.

11.7 The limitation period for claims in respect of defects shall be governed by the statutory provisions, unless a longer period has been agreed or is prescribed by law.

11.8 In respect of delivery items which have been rectified or replaced, the limitation period for the rectified or replaced part shall recommence upon its renewed handover, to the extent permitted by law.

12. Product Liability and Insurance

12.1 Insofar as the Supplier is responsible for a product defect or any other breach of duty, it shall indemnify EKK against all third-party claims asserted against EKK on account of such product defect or breach of duty, insofar as the cause originates from the Supplier's sphere of responsibility.

12.2 The indemnification shall cover in particular claims for damages, recall, field and replacement measures, inspection and sorting costs, transport, storage, removal and installation costs, costs of legal action and other necessary and reasonable expenses, insofar as the Supplier is liable for these under the statutory provisions.

12.3 The Supplier shall support EKK, to the extent necessary and reasonable, in defending against third-party claims, official measures and recall or safety measures, and shall make available the information and documents required for this purpose without undue delay.

12.4 The Supplier undertakes to maintain, for the entire duration of the business relationship, appropriate public liability and product liability insurance with market-standard sums insured and to provide EKK with evidence of its existence upon request.

12.5 The conclusion or existence of insurance shall neither establish a limitation of liability in favour of the Supplier nor restrict any other statutory or contractual claims of EKK.

13. Ownership, Tooling and Industrial Property Rights

13.1 All items made available by EKK to the Supplier, in particular tooling, moulds, models, fixtures, measuring equipment, drawings, documents, materials and other operating resources, shall remain the property of EKK unless they have been expressly sold.

13.2 The Supplier shall handle the items referred to in Clause 13.1 with care, use them exclusively for the performance of contracts with EKK, mark them properly, store them separately from its own items and insure them adequately at its own expense against the customary risks.

13.3 The Supplier shall carry out servicing, care, maintenance and any necessary repair measures on the items provided by EKK at its own expense and in due time, unless otherwise agreed. Any necessary extraordinary repairs as well as damage or loss shall be notified to EKK without undue delay at least in text form.

13.4 Without EKK's prior consent at least in text form, the Supplier shall be entitled neither to make the items provided by EKK available to third parties nor to use them otherwise.

13.5 All items provided by EKK shall be surrendered to EKK in full and without undue delay at the latest upon termination of the business relationship or upon EKK's request, unless a statutory retention obligation conflicts therewith.

13.6 The Supplier warrants that the delivery items supplied are free from third-party rights which impair their use in accordance with the contract.

13.7 If claims are asserted against EKK on account of the infringement of industrial property rights or copyrights arising from the use or resale of the delivery items in accordance with the contract, the Supplier shall indemnify EKK against such claims, insofar as the cause originates from the Supplier's sphere of responsibility.

13.8 The indemnification shall cover in particular the reasonable costs of legal defence, damages, licence fees and other necessary expenses, insofar as the Supplier is liable for these under the statutory provisions.

13.9 The Supplier shall inform EKK without undue delay if it becomes aware of actual indications of existing or imminent infringements of industrial property rights in connection with the delivery items supplied.

14. Confidentiality

14.1 The Supplier undertakes to treat as confidential all commercial, technical and other confidential information of EKK that becomes known to it in connection with the business relationship, to use it exclusively for the performance of the respective contract and to protect it against access by unauthorised third parties.

14.2 Confidential information includes in particular drawings, specifications, models, samples, calculations, manufacturing documents, processes, formulations, software, business and trade secrets, costings and all other information that is identifiable as confidential or is confidential by its nature.

14.3 The obligation under this Chapter shall not apply to information which a) was demonstrably already lawfully known to the Supplier at the time of receipt,

b) is or becomes generally known or publicly accessible without breach of a confidentiality obligation,

c) was lawfully disclosed to the Supplier by a third party entitled to do so, or

d) must be disclosed on the basis of statutory provisions, an official order or a court decision. In this case, the Supplier shall inform EKK without undue delay prior to disclosure, to the extent legally permissible.

14.4 The Supplier may make confidential information accessible only to such employees or other vicarious agents as require the information for the performance of the contract and who are themselves bound to confidentiality.

14.5 The disclosure of confidential information to third parties shall require EKK's prior consent at least in text form, unless it is necessary for the performance of the contract or prescribed by law.

14.6 Upon EKK's request, and at the latest upon termination of the business relationship, the Supplier shall return without undue delay all confidential information, including any copies, data carriers and other reproductions made, or – insofar as return is not possible or not necessary – destroy it in compliance with data protection requirements and in a verifiable manner, unless statutory retention obligations conflict therewith.

14.7 The obligations under this Chapter shall continue to apply after termination of the business relationship for as long as, and to the extent that, the information concerned has not demonstrably become publicly known or its need for protection has ceased to exist for other reasons.

15. Rights to Information, Disclosure and Audit

15.1 Upon legitimate request, the Supplier shall make available to EKK the information and documents required to verify compliance with the contractual obligations and with statutory requirements in connection with the deliveries or services, unless statutory or legitimate confidentiality interests conflict therewith.

15.2 EKK shall be entitled, upon reasonable prior notice and during normal business hours, to carry out audits at the Supplier's premises or to have them carried out by third parties bound to confidentiality, insofar as this is necessary to verify compliance with the contractual obligations.

15.3 The Supplier shall grant EKK, and the third parties engaged by EKK and bound to confidentiality, access to a reasonable extent to the areas, documents and contact persons required for the audit.

15.4 Audits shall be carried out with due regard for the Supplier's legitimate business and operational interests. Business operations must not be unreasonably impaired thereby.

15.5 Insofar as defects or deviations are identified, the Supplier shall remedy these within a reasonable period and shall inform EKK upon request of the remedial measures taken.

15.6 Any statutory or contractually more extensive rights of EKK to information, evidence, disclosure or audit shall remain unaffected.

16. Data Protection and Information Security

16.1 Insofar as the Supplier processes personal data in connection with the business relationship, it shall comply with the applicable data protection provisions.

16.2 If the Supplier processes personal data on behalf of EKK, the parties shall conclude the data protection agreements required for this purpose before the processing commences.

16.3 The Supplier shall ensure, by means of appropriate technical and organisational measures, that confidential information, personal data and other information requiring protection are adequately protected against loss, destruction, alteration, unauthorised access and any other unauthorised processing.

16.4 The Supplier shall inform EKK without undue delay, at least in text form, of any security incidents or personal data breaches, insofar as these have or may have effects on the performance of the contract, the delivery items, personal data or confidential information of EKK.

16.5 The Supplier shall, where necessary, oblige the employees and other vicarious agents engaged by it to observe confidentiality and to comply with the data protection requirements.

16.6 Insofar as the Supplier engages third parties for the performance of the contract and these obtain access to personal data or confidential information of EKK, the Supplier shall ensure that they are bound to comply with the requirements of this Chapter to the same extent.

17. Final Provisions

17.1 Amendments and supplements to the contract and to these GTCP shall require at least text form, unless a stricter form is prescribed by law. This shall also apply to any amendment or waiver of this text form requirement.

17.2 The contractual relationship shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of its conflict-of-laws rules and of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

17.3 If the Supplier is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from or in connection with the business relationship shall be EKK's registered office. EKK shall, however, be entitled to bring an action against the Supplier at its general place of jurisdiction.

17.4 Should individual provisions of these GTCP be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall remain unaffected. The statutory provisions shall apply in place of the invalid or unenforceable provision.

17.5 These GTCP have been drawn up in the German language and translated into English. The German language version shall be authoritative for the conclusion, the performance and the interpretation of the contract. This English version is provided for convenience only. In the event of any discrepancies or inconsistencies between the German and English versions, the German version shall prevail.