

## **General Terms and Conditions of purchase of the Reichenbach Wirkstoffe GmbH**

### **1. Scope of Application**

- 1.1 Our General Terms and Conditions of Purchase (hereinafter referred to as "GTC") apply to all orders placed by Reichenbach Wirkstoffe GmbH (hereinafter: "REICHENBACH"), which involve the delivery of goods or the performance of services, work, planning or other services to REICHENBACH, as far as the seller, supplier or contractor (hereinafter: "Supplier") are entrepreneurs within the meaning of § 14 German Civil Code (hereinafter: "BGB"), legal entities or special fund under public law within the meaning of § 310 para. 1 BGB.
- 1.2 Any deviating, opposing or complementing terms and conditions of the Supplier shall not become part of the contract, unless REICHENBACH explicitly agrees that these terms and conditions shall apply. The terms and conditions of REICHENBACH shall also apply if REICHENBACH unconditionally accepts the Supplier's delivery or performance in the knowledge of opposing or deviating terms and conditions.
- 1.3 All agreements made between REICHENBACH and the Supplier in connection with contracts are stipulated in the contracts, these terms and conditions and offers of REICHENBACH.

### **2. Conclusion of contract**

- 2.1 Offers of the Supplier are binding for the Supplier. Quotations and offers were not compensated. Possible calculations for the preparation must be explicitly agreed with REICHENBACH in advance.
- 2.2 A contract is only concluded by the explicit placing of an order by REICHENBACH.
- 2.3 Technical documents, tools, works standard sheets, production equipment, drawings, plans, samples, drafts, data and data carriers, etc. provided by REICHENBACH shall remain the property of REICHENBACH; all trademark, copyright and other proprietary rights shall remain with REICHENBACH. Including all duplicates made, they are to be returned to REICHENBACH immediately after the order has been completed; in this respect, the supplier is not entitled to assert a right of retention. The Supplier may use the mentioned items only for the execution of the order and may not hand them over or make them available to unauthorized third parties. The reproduction of the mentioned items is only permitted insofar as it is necessary for the execution of the order.
- 2.4 Material provided by REICHENBACH shall remain the property of REICHENBACH and shall be kept by the Supplier free of charge and with the care of a proper merchant separate from his other belongings and shall be marked as the property of REICHENBACH. It may only be used to execute the order made by REICHENBACH. Any damages of the provided material are to be replaced by the supplier. If the supplier manufactures or transforms the supplied material, he does this for REICHENBACH. REICHENBACH immediately becomes the owner of the new items created in this way. If the provided material is only part of the new items, REICHENBACH becomes co-owner in the respect of the share corresponding to the value of the provided material.

### **3. Content of services / Commissioning of third parties/Obstruction notice**

- 3.1 The contract concluded between the contracting parties shall govern the performance to be provided. Deviations from this requires the explicit written consent of REICHENBACH.
- 3.2 The Supplier may only execute the placed order by himself. If he wants to pass on the entire order or just parts of it to a third party, he has to obtain the written consent of REICHENBACH first.
- 3.3 The Supplier is obliged to independently check offers, drawings, specifications and other specifications of REICHENBACH for errors and objections and to report any concerns to REICHENBACH immediately.

### **4. Delivery, delivery time and delay / No extended retention of title**

- 4.1 The delivery dates specified in the order or the delivery period specified in the order or a specified delivery date are binding. Decisive for the observance of the delivery deadline is the receipt of the delivery at the indicated receiving and use office by REICHENBACH. The agreed delivery period begins with the date of the order or, if REICHENBACH has reserved the right to call it up by ordering, with this date.
- 4.2 If the Supplier is in default with the delivery, REICHENBACH shall be entitled to the statutory claims. If REICHENBACH asserts claims for damages, the supplier is entitled to prove that he is not responsible for the breach of duty.
- 4.3 In the event of culpable delay in delivery by the supplier, REICHENBACH shall be entitled to demand a contractual penalty of 0.2% of the delivery value according to the final invoice for each day of the delay commenced, but not more than 5% of the delivery value according to the final invoice. The right to assert further legal claims is reserved. Acceptance of a late delivery or service does not imply a waiver of claims for compensation.
- 4.4 If the Supplier realizes that it is unable to meet the agreed delivery date, he shall notify REICHENBACH immediately in writing or in text form, stating the reasons and the expected duration of the delay.
- 4.5 The delivery quantity specified in the order confirmation is binding. Deviations must be reported to REICHENBACH in writing or in text form. Unless otherwise agreed, partial deliveries are only permitted insofar as they are reasonable for us. In the case of partial deliveries agreed in writing, the supplier shall indicate the remaining balance.
- 4.6 If the Supplier is unable to meet the agreed delivery date or performance date or the agreed delivery period for reasons he is not responsible for, such as force majeure, industrial action or failure to supply itself, the contracting parties are obliged to adapt their obligations to the changed circumstances in good faith to the extent reasonable. However, REICHENBACH is exempt from the obligation to accept the ordered delivery and is entitled to withdraw from the contract insofar as the delivery is no longer usable for REICHENBACH due to the delay caused by the expiration of time considering economic aspects.

- 4.7 The Supplier may only invoke the absence of necessary documents to be delivered by REICHENBACH if he has sent a timely reminder of the documents and has not received them within a reasonable period of time.
- 4.8 In the event of delivery earlier than agreed, REICHENBACH is entitled to make the return shipment at the supplier's expense. In case REICHENBACH does not make use of this right, the delivery will be stored in storage of REICHENBACH at the expense and risk of the supplier until the agreed delivery date. The due date of the payment owed by REICHENBACH is determined by the contractually agreed delivery date.
- 4.9 The Supplier may assert a right of retention only if and insofar as the underlying counterclaim is undisputed or legally established and is based on the same contractual relationship.
- 4.10 The Supplier's extended or extended retention of title is excluded.

## **5. Quality of Supplies and Services / Quality Management / Compliance**

- 5.1 For its deliveries and services, the Supplier shall comply with the respective agreed specifications and the nature, the current state of the art, the applicable laws and regulations. In the event of its entry into force, the Supplier shall also implement the provisions of the Law on Corporate Due Diligence in Supply Chains.
- 5.2 Changes to the delivery item require the prior written consent of REICHENBACH. The supplier must set up and prove a management system in accordance with the generally accepted regulations (e.g. DIN EN ISO 9000 ff, DIN EN ISO 45 001, SCC, SCP, etc.). In addition, the supplier has to respect the operating rules and regulations of REICHENBACH. In particular, the Supplier shall observe the regulations and rules of the professional associations as well as the generally accepted safety and occupational health rules. The Supplier shall comply with the contents of the Occupational Safety and Health Act. This includes, in particular, the preparation of risk assessments for the activities to be executed and the work equipment used.
- 5.3 In order to ensure the quality of his deliveries and services, the Supplier shall execute a quality check appropriate to its nature and extent. REICHENBACH has the right to visit the supplier's production facilities after prior registration and to check the supplier's compliance with the quality assurance measures. In case a product inspection by REICHENBACH reveals that the required quality level is not reached, REICHENBACH reserves the right to cancel the contract after a previous unsuccessful warning. The same applies to insufficient personnel, building and equipment hygiene of the supplier.
- 5.4 The Supplier guarantees that his products comply with all legal requirements applicable to the distribution and further processing of the products supplied by him within the European Union. This applies in particular to CE conformity and compliance with RoHS and REACH regulations. Upon request, the Supplier shall provide corresponding declarations and proofs free of charge. The Supplier is obliged to comply with all applicable statutory provisions, in particular for the protection of workers, consumers and the environment. The Supplier shall indemnify REICHENBACH against all claims of third parties on first request, which are based on an infringement of statutory provisions for which he is responsible.

- 5.5 The Supplier is obliged to comply with the applicable regulations on substance restrictions and not to use prohibited substances. Preventative and hazardous substances according to the applicable regulations are to be specified by the supplier. Furthermore, the Supplier is obliged to provide all necessary product information's, in particular the composition and durability as well as the use of the contract products, e.g. safety data sheets, operating and assembly instructions, test certificates, declarations of conformity and labelling regulations for each delivery with the delivery note (at least in German or English) and to forward all information's regarding any exceeding of substance restrictions and the supply of prohibited substances. to REICHENBACH immediately.
- 5.6 The Supplier shall be solely responsible for compliance with the accident prevention regulations in the case of deliveries and the performance of services. Any necessary protective devices or instructions from the manufacturer are to be supplied free of charge.
- 5.7 The Supplier undertakes to perform this contract in accordance with the applicable laws and regulations, including those relating to the fight against bribery and corruption. Statutory provisions have to be observed, at least the following obligations. The Supplier undertakes not to take bribes, valuables or other services for the benefit of an official or proxy holder or any other third party (including an employee of REICHENBACH) for the purpose of initiating or continuing business, obtaining other benefits, to make, accept, offer or promise any other unlawful advantage which is in connection with REICHENBACH. Furthermore, the Supplier confirms that he has not made, approved, offered, accepted or promised any benefits in accordance with the preceding paragraph, which are related to REICHENBACH and this contract either by himself or by third parties acting on its behalf. The Supplier undertakes to impose the obligations contained in the preceding paragraphs equally on its business partners, suppliers, agents or other third parties who are commissioned or employed to fulfil this contractual relationship with REICHENBACH.
- 5.8 If there is a suspicion that the Supplier (including third parties employed by the Supplier in connection with this contract) is in breach of its obligations under the preceding paragraphs or the statements made by the Supplier in connection with this contract are incorrect, the Supplier shall immediately investigate the suspicion and to notify REICHENBACH in writing about the investigation and the results. If available and legally permissible, the Supplier shall provide REICHENBACH with all relevant documents, information and evidence to assess the suspicion. Should the suspicion be confirmed, the Supplier shall explain REICHENBACH in writing, within a reasonable period of time, which actions he will take to prevent future infringements. If the Supplier fails to comply with these obligations within a reasonable period of time or if the preventive actions announced or taken are not sufficient even after an appropriate period of grace under objective standards to prevent infringement of the preceding paragraphs in the future or if it is a repeated infringement, REICHENBACH shall be entitled, without prejudice to any other rights, to terminate this contract and any other contractual relationships without further notice. This does not affect the supplier's obligation to provide any agreed termination support.

## **6. Prices, shipping and packaging**

- 6.1 The agreed prices are binding and exclude any additional requirements. The agreed prices are inclusive of the respective valid VAT. Costs for packaging, transport and postage to the place of receipt or use indicated by REICHENBACH as well as costs for insurances, customs and customs formalities are included in the prices. The nature of the pricing does not affect the agreement of the place of performance.
- 6.2 The respective delivery is to be announced to REICHENBACH immediately after completion by means of a dispatch notice, which must include information on type, quantity and weight. During all correspondence, as well as in the dispatch notices, the waybills and the invoices, the order number and the item number must be indicated.
- 6.3 Shipment shall be at the risk of the supplier. The supplier shall bear the risk of any accidental deterioration and accidental loss of the goods until delivery at the receiving or dispatching point specified by REICHENBACH. The goods to be delivered must be packaged in such a way as to avoid damage during transport. If the Supplier is obliged to install or assemble in REICHENBACH's premises and to perform other performance-related services, the risk shall only pass to REICHENBACH upon acceptance.
- 6.4 Packaging materials may only be used to the extent necessary to achieve this purpose. Only environmentally friendly packaging materials may be used. If packaging is invoiced on the basis of a separate contractual agreement, REICHENBACH is entitled to return packaging which is in good condition to the supplier free of charge for the value resulting from the invoice.

## **7. Invoicing / payment / uncertainty objection**

- 7.1 Invoices have to be sent to REICHENBACH with all related data after delivery. Unless otherwise agreed between the parties in writing, REICHENBACH shall make payment by ordinary commercial means within 14 days with deduction of a 2% discount or after 30 days net, both calculated from receipt of goods and invoice. Insofar as it is agreed that the Supplier shall submit certificates of material testing, these shall form an essential part of the delivery; they shall be submitted together with the invoice, but no later than 10 days after the invoice date. The scope of delivery also includes, if listed in the order, the complete documentation. The payment period begins only with the complete receipt of the agreed documents.
- 7.2 A payment does not in any way imply the approval of the conformity of a delivery or service with the contract and thus does not waive any claims by REICHENBACH for defective, late or otherwise not in conformity with the contract.
- 7.3 REICHENBACH shall be entitled to the full extent of the statutory rights of set-off and retention. REICHENBACH is entitled to assign all claims arising from the contract to third parties without the consent of the supplier. The supplier is not entitled to assign claims arising from the contractual relationship to third parties without the prior written consent of REICHENBACH. Section 354 a HGB (German Commercial Code) remains unaffected.
- 7.4 REICHENBACH is only obliged to make advance payments if this has been explicitly agreed and the supplier provides security, e.g. by means of a performance guarantee from a domestic credit institution.

- 7.5 If REICHENBACH becomes aware of facts that call into question the performance of the Supplier, REICHENBACH shall be entitled to demand a corresponding guarantee from the Supplier before fulfilling its payment obligations. If the Supplier fails to comply with such a request by REICHENBACH within a reasonable period set by REICHENBACH, REICHENBACH shall be entitled to withdraw from the contract if the Supplier has been informed in writing of this consequence in advance.

## **8. Guarantee**

- 8.1 REICHENBACH shall be responsible for inspecting the goods within a reasonable period of time from delivery by the supplier and for notifying any defects. The obligation to investigate is limited to defects which are clearly revealed during the inspection of incoming goods under external appraisal, including the delivery documents (e.g. transport damage, incorrect and under-delivery). If an acceptance has been agreed, there is no obligation to carry out an inspection. The notice of obvious defects is in time if it is sent by REICHENBACH within 5 working days of delivery of the goods and then sent to the Supplier; the notice of concealed defects is in time if REICHENBACH sends it within 5 working days of its discovery and then sends it to the Supplier.
- 8.2 Deviations of the delivery quantity are equivalent to a material defect.
- 8.3 The Supplier shall be liable to REICHENBACH to the extent of the law, i.e. REICHENBACH shall be entitled to the Supplier the statutory claims for defects, including the statutory claims for damages. The limitation period for claims for defects is 36 months from the passing of risk or five years from the acceptance of a structure work and a work whose success consists in the provision of planning or monitoring services for this purpose, unless otherwise agreed. Insofar as REICHENBACH is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§§ 195, 199 BGB) applies for this purpose, unless the application of the limitation periods of the law on purchase or works contracts results in a longer limitation period in individual cases. The limitation period for warranty claims is suspended for the period in which the contract products do not remain in REICHENBACH's operation during the rectification. If the Supplier fulfils its obligation to provide additional performance by means of replacement delivery, the period of limitation for the contract products supplied as replacement starts to run again after acceptance.
- 8.4 In addition to warranty claims, REICHENBACH is entitled to unlimited legal recourse claims within a supply chain (supplier regression pursuant to §§ 445a, 445b, 478 BGB).

## **9. Liability of the supplier / insurance protection / intellectual property rights**

- 9.1 If REICHENBACH is claimed by third parties for damages due to a product damage for which the Supplier is responsible, the Supplier shall at first request indemnify REICHENBACH against all claims of third parties, including the costs necessary to defend such claims, and shall provide security for such claims upon request.

- 9.2 As far as the Supplier is responsible for a product damage, he shall be obliged to indemnify REICHENBACH against third party claims for damages at first request, insofar as the cause is within his sphere of control and organisation and he shall be liable in external relations. Within the scope of its exemption obligation, the Supplier shall assume all costs and expenses (in particular those pursuant to §§ 683, 670 BGB and §§ 830, 840, 426 BGB) arising from or in connection with a claim by third parties, including the costs of recall actions carried out by REICHENBACH as well as the costs of legal representation. REICHENBACH shall inform the supplier about the content and scope of a recall action to be carried out, enable him to cooperate sufficiently and discuss with him an efficient execution; this shall not be necessary if the supplier's information or participation is not possible or reasonable, in particular due to special urgency. Further legal claims remain unaffected.
- 9.3 The Supplier shall insure himself against the aforementioned risks to a sufficient extent in accordance with normal commercial practice. The Supplier is therefore obliged to always maintain a product liability insurance with a sufficient minimum amount of cover for personal injury or damage to property during the existing contractual relationship, which in particular also covers the costs of recall actions. Furthermore, the supplier must ensure that the product liability insurance also covers claims which arise or become known only after the termination of the contract, but whose cause lies in the contractual relationship.
- 9.4 The Supplier grants REICHENBACH the non-exclusive, irrevocable, unlimited in space, time and content, right to use the delivered contract products for the purpose of the contract, in particular to offer, advertise, market or marketed separately or in combination with other goods and by affixing its own distinguishing marks to integrate into other products, to modify, to process or to make other alterations and to distribute the delivered contract products in the original or in modified, processed or redesigned form. The Supplier guarantees that the delivery and use of the contractual products does not infringe any patents, licenses, proprietary rights or other rights of third parties.
- 9.5 If REICHENBACH is claimed by a third party because the Supplier's delivery or performance infringes a legal property right of the third party, the Supplier undertakes to release REICHENBACH from these claims upon first request, including all necessary expenses that REICHENBACH in connection with the claim by the third party and its defence have arisen, unless the supplier has not acted culpably. REICHENBACH is not entitled to approve the claims of the third party and/or to enter into agreements with the third party in respect of these claims without the consent of the supplier. The limitation period for these exemption claims is 36 months, starting from the passing of risk.

## **10. Data protection**

The statutory data protection regulations, in particular the provisions of the EU General Data Protection Regulation (GDPR in German: DSGVO, hereinafter "DSGVO"), are observed by REICHENBACH. REICHENBACH processes the transmitted information on prospective customers, suppliers and customers exclusively for the purpose of executing the contracts negotiated with the respective parties. The storage of prospective customers, suppliers and customers information is only used to establish contact with the responsible persons from the areas of procurement, finance, logistics for the purchase of products and services as well as for the provision of services. The legal basis is Art. 6 para. 1 sentence 1 lit b) DSGVO.

Relevant personal data are details of the person or company (name, first name, legal form), contact details (address, telephone number, email address) and bank details. Where necessary, REICHENBACH processes and stores the supplier's personal data for the duration of the business relationship, which includes, for example, the initiation and execution of a contract:

In addition, REICHENBACH is subject to various storage and documentation obligations, which arise from, among other things, the Commercial Code (HGB) or the Tax Code (AO). The periods specified therein for storage and documentation are between two and ten years. Finally, the storage period is also judged according to the statutory limitation periods, which, for example, according to §§ 195 BGB, can generally amount to 3 years, but in certain cases can also be up to 30 years.

Suppliers have the right of information pursuant to Art. 15 DSGVO, the right to rectification pursuant to Art. 16 DSGVO, the right to erasure pursuant to Art. 17 DSGVO, the right to restriction of processing pursuant to Art. 18 DSGVO and the right to data portability pursuant to Art. 20 GDPR. 35 BDSG (Federal Data Protection Act). In addition, there is a right to lodge a complaint with a data protection supervisory authority (Art. 77 DSGVO in conjunction with § 19 BDSG).

Data subjects may contact REICHENBACH at any time in order to obtain information about the contact data stored by them.

## **11. Confidentiality**

- 11.1 The Supplier is obliged to keep all information, which become available to him via REICHENBACH confidential which are marked as confidential or which can otherwise be identified as business or business secrets, and not to record, pass on or use it unless required for delivery to REICHENBACH.
- 11.2 All documents, samples, plans, drawings, models, technical specifications and other documents received from REICHENBACH remain the property of REICHENBACH. The supplier is obliged to treat them confidentially; he may also only use them outside the contract and/or pass them on to third parties or make them available to third parties only with the written consent or consent of REICHENBACH in text form. After fulfilment of the respective contract, the Supplier shall return it to REICHENBACH immediately and at his own expense. A right of retention is excluded.
- 11.3 The Supplier shall, by means of appropriate contractual agreements with the employees and agents working for him, ensure that they also refrain indefinitely from any own use, disclosure or unauthorized recording of such business and industrial secrets.
- 11.4 No obligation of secrecy exists if the information is demonstrably produced independently by the Supplier or is lawfully and unrestrictedly obtained from another source which is entitled to pass on the information in question, or becomes known to a broad public without breach of this confidentiality agreement by the Supplier, or the Supplier can be demonstrably already without restriction if it is passed on to third parties. are known or confirmed in writing by REICHENBACH as free from such restrictions or are to be disclosed or made available by the Supplier on the basis of mandatory regulations and orders, e.g. an authority or a court.
- 11.5 The Supplier may only refer to the business connection with REICHENBACH in his advertising if he has obtained an express agreement in advance. He is obliged to

treat all non-obvious commercial and technical information that comes to his knowledge through the business relationship with REICHENBACH confidentially and, if necessary, is also engaged to oblige his sub-suppliers accordingly.

- 11.6 In any event of culpable breach of the above confidentiality obligations, the Supplier is obliged to pay a contractual penalty to be determined by REICHENBACH in his reasonable discretion and, in the event of a dispute, to be reviewed by the competent court. The assertion of further damage, however with full credit for the contractual penalty, remains unaffected.

## **12. Import and export regulations / supplier's declaration**

- 12.1 In the case of deliveries and services made from an EU member state outside Germany, the Supplier shall provide its EU VAT identification number. Provided that the Supplier is established in a member state of the European Union, he shall deliver the deliveries customs-duty-paid, subject to other agreements between the parties.
- 12.2 The Supplier is obliged to comply in all cases with the foreign trade regulations (in particular the export control and customs regulations) applicable in the country of delivery or at the place of business of the Supplier and – if applicable – with the regulations of the United States of America.
- 12.3 REICHENBACH may require the Supplier to submit a Certificate of Origin/Supplier Declaration in accordance with COMMISSION IMPLEMENTING REGULATION (EU) 2015/2447 free of charge prior to delivery.
- 12.4 In the event that the Supplier violates one of the aforementioned obligations, he shall indemnify REICHENBACH against all costs, claims of third parties (in particular direct or indirect claims for damages) as well as other disadvantages (e.g. fines) due to the infringement of the above-mentioned provision on first demand. This shall not apply if the supplier is not responsible for this breach of duty. Furthermore, REICHENBACH is entitled at any time to cancel the corresponding order immediately and to refuse to accept the corresponding delivery without incurring any costs to REICHENBACH. Any existing claims for compensation remain unaffected by this. A cancellation or refusal of acceptance does not constitute a waiver of any claims for compensation.

## **13. Jurisdiction / Place of performance / Applicable law**

- 13.1 Place of performance for all deliveries, services and payments is Einbeck (Germany). The court of jurisdiction for all disputes arising from the contractual relationship, depending on the value of the dispute is the competent court for Einbeck. Is REICHENBACH is also entitled to sue at the supplier's registered office. These regulations apply insofar as the supplier is a merchant within the meaning of the German Commercial Code (HGB).
- 13.2 Only the law of the Federal Republic of Germany in the current version shall apply, excluding the conflict-of-law rules of private international law. The provisions of the UN Sales Convention on Contracts for the International Sale of Goods (CISG) as well as other international sales or works contract provisions do not apply.
- 13.3 As far as the written form is designated in these terms and conditions, the form shall also be preserved by designation of the text form (§ 126b BGB).

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