

### 1. General - Scope

(1) All business dealings with us shall be governed solely by our General Purchasing Terms and Conditions (GPTC). We will not recognize deviating terms and conditions unless we have expressly consented to their validity in writing.

(2) Our GPTC shall apply even if we unreservedly accept the Supplier's delivery despite being aware of the Supplier's deviating or contradictory terms and conditions

(3) They shall apply for all existing and future contracts with the Supplier without the need for renewed reference to our GPTC.

(4) Our GPTC apply to entrepreneurs, legal persons under public law and special funds under public law in accordance with section 310 (1) of the German Civil Code (BGB).

### 2. Offers

(1) Unless otherwise agreed in the individual case, the Supplier shall be bound by its offer for a period of three weeks from the date on which the offer was issued.

(2) Verbal agreements shall not be binding on us unless we have expressly confirmed the content of such agreements in writing.

### 3. Ordering of Goods

(1) We will order on the agreed terms and our purchasing terms and conditions in the quality already supplied or (a) the quality of the samples with the specification as set out in our raw materials data sheet given to you or the specification agreed on with you or (b) the quality of the samples. Any deviations must be notified in writing in good time.

(2) We require a binding confirmation of order within two working days.

(3) We require the immediate sending of the Supplier's declaration for the product ordered.

### 4. Delivery Time

(1) The agreed delivery date or the agreed delivery deadline shall be binding. Observance of the delivery date or delivery deadline shall be governed by the date on which we receive the goods.

(2) The Supplier shall be obliged to notify us in writing without delay if circumstances arise or are identified which indicate that the agreed delivery date or deadline cannot be met.

(3) If notification is late or not sent at all and the Supplier is responsible for the lack or lateness of this notification, the Supplier shall, without prejudice to the claims accruing to us by law, compensate us for any loss arising from the late or lack of notification.

(4) The acceptance of delayed deliveries and services shall not constitute a waiver of claims for compensation.

### 5. Deliveries (General Cargo), Transfer of Risk

(1) The delivery within Germany shall be "carriage paid" to the location indicated in the order. If the place of destination is not specified and nothing else has been agreed, delivery shall be made to our registered office in Böblingen. The respective destination is also the

place of performance for the delivery and any subsequent performance ("*Bringschuld*").

(2) Unless otherwise agreed, the delivery shall be accompanied by the delivery note in duplicate, packing note, cleaning certificates and testing certificates according to the agreed specifications and other necessary documents. All shipping documents and - in case of packaged goods - the outer packaging shall state - so far as this is known - order number, gross and net weight, number of packages and type of packaging (one-way/reusable), date of production completion as well as place of destination (unloading point) and consignee of goods as well as installation construction in full.

(3) The risk of accidental loss and accidental deterioration of the goods shall pass to us upon delivery at the place of performance.

### 6. Documents, Delivery Quantities, Partial Deliveries

(1) The Supplier shall be bound to procure all the requisite shipping documents and documents at its expense and to present these in good time. If acceptance of the delivery is contingent upon documents, we will not be in default of acceptance if the Supplier has not provided the documents in good time, including reasonable time for our examination of them.

(2) Settlement of the quantity supplied shall be governed by the acceptance report of our goods receiving point.

(3) Without our prior written consent, the Supplier shall not have the right to make partial deliveries.

### 7. Tanker Deliveries

(1) In the case of tanker deliveries, the driver must carry the cleaning certificate and the previous loads certificate for the tanker.

(2) For multi-chamber tankers, the cleaning certificate for each chamber and for the hoses must be carried.

(3) For multi-chamber tankers, the shipping documents must clearly state which product is loaded in which chamber.

### 8. Call-off Orders

If a call-off order is agreed with the Supplier, the Supplier shall be bound to hold the call-off amounts available and to deliver them on the agreed delivery date.

### 9. Taking Delivery, Force Majeure

(1) If we suffer operational disruptions as a result of force majeure, such as war, natural disasters, strikes, lock-outs, epidemics and pandemics, official directives or other circumstances beyond our control, we shall be released from our obligation to take delivery and an offer of the Supplier to perform shall not put us in default of acceptance.

(2) If, at the specific request of the Supplier or according to a corresponding agreement, we provide technical assistance when taking delivery and provide equipment and/or staff, we will charge these to the Supplier at our prices or pay rates. We shall be entitled to reduce the amount of the Supplier's corresponding invoice accordingly.

**10. Modifications to the Delivery Item**

If, for whatever reason, the Supplier wishes to make modifications to the delivery item, its design, technology or formulation, etc. from the standards underlying the contract, this shall require our consent.

**11. Transport, Packaging, Packaging Material**

(1) We shall be entitled to issue binding requirements with regard to the packaging, the chosen means of transport and the route as well as the transport insurance.

(2) The Supplier shall protect our interests diligently when shipping. The goods shall be packed with packaging materials permitted at the destination in such a way that damage in transit is avoided. The Supplier shall be liable in accordance with statutory provisions for damage arising as a result of improper packaging.

(3) If we have allowed the Supplier to choose the means of transport and the route or the method of shipping, it shall be bound, in particular if transporting dangerous goods, to observe and comply with the pertinent statutory provisions and regulations when selecting the means of transport and the route and when selecting the packaging.

(4) If transporting dangerous goods, it shall further be bound to label, pack and ship the means of transport and packaging in accordance with the pertinent national and international statutory provisions and regulations. This shall apply even if shipping is arranged at our expense.

(5) If we have allowed the Supplier to choose the means of transport and the route or the method of shipping, and if we bear the costs of shipping, the Supplier shall be bound to select the most economic shipping option having due regard for the security, speed and price of delivery. If the goods are dispatched using a more expensive method of shipping even though a less costly, but equally quick and secure method of shipping would have been available, we shall be entitled to deduct the difference from the Supplier's invoice if we demonstrate the lower shipping costs.

(6) If the Supplier charges us the costs of packaging material, regardless of the type, we shall be entitled to return said material to the Supplier as soon as it becomes usable again. If goods are delivered in returnable containers, the Supplier may not charge us the costs of such containers. Once emptied, the returnable containers will be made available for collection, which the Supplier shall perform or arrange at its own expense. If no collection is made, we shall be entitled to return the containers carriage forward.

(7) The Supplier must pack, label and ship dangerous products in accordance with the relevant national and international regulations. The Supplier shall fulfil all obligations according to the REACH Regulation (within the meaning of Article 3 No. 32 of the Regulation (EC) No. 1907/2006 (hereinafter referred to as "REACH Regulation")) that apply to us in relation to the delivery of the goods. In particular, the Supplier shall provide a safety data sheet in accordance with Article 31 of the REACH Regulation in the language of the recipient country in all cases prescribed in Article 31(1) to (3) of the REACH Regulation.

**12. Payment for Unloaded Cargo**

If, through no fault of our own, transport containers cannot be fully unloaded/emptied despite reasonable efforts to do so, we shall be entitled to deduct the value of the remaining goods from the invoice total.

**13. Occupational Health and Safety Requirements**

The Supplier undertakes to deliver the goods (device, article, raw material) in accordance with the accident prevention regulations of the employers' liability insurance associations, the German Equipment Safety Act (Gerätesicherheitsgesetz) and the generally recognised occupational health and safety regulations. If requirements are set out in other legal provisions, particularly in occupational safety regulations and in regulations governing hazardous materials and hazardous goods, these must also be satisfied.

**14. Approval of Samples**

If goods are produced for us in accordance with our specifications, production may only take place after we have inspected and approved agreed reference samples.

**15. Inspection for Defects, Warranty**

(1) We are obliged to inspect the goods within a reasonable period for any variations in quality or quantity. Assessment of the quality will be governed by the acceptance report produced after acceptance of the goods and quality control. The acceptance report will be produced without delay insofar as this is possible in the ordinary course of business. Complaints shall be considered timely if they are received by the Supplier within five working days of receipt of the goods.

(2) We shall have all statutory warranty rights.

(3) The warranty period shall be 24 months from the date of delivery.

(4) Regardless of our legal rights and the regulations, the following shall apply: If the Supplier does not fulfil its obligation to provide subsequent performance - at our discretion either by remedying the defect (rectification of defects) or by delivering a defect-free item (replacement delivery) - within a reasonable period of time set by us, we shall be entitled to remedy the defect ourselves and demand compensation from the Supplier for the necessary expenses or a corresponding advance payment. If the subsequent performance by the Supplier has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or the threat of disproportionate damage), no deadline need be set; we shall inform the Supplier of such circumstances without delay, if possible, in advance.

(5) If the goods delivered do not meet the occupational health and safety requirements pursuant to section 13, and if we are not presented with certification confirming that the goods are different but of equivalent quality, we shall be entitled at our option to demand either renewed delivery or improvement. This shall apply mutatis mutandis if orders are executed for our contractors.

**16. Responsibility of the Supplier, Third-party Property Rights, Product Liability**

(1) Unless expressly regulated otherwise in these GPTC, the Supplier shall be liable for any culpability of its own and any culpability of its representatives, employees and other vicarious agents. This liability shall extend to all cases of personal injury and damage to property, whether direct or indirect, including in particular lost earnings.

(2) The Supplier shall be liable for any infringements of third-party industrial property rights and copyrights caused by its delivery and for which it is responsible. In the event of an infringement of industrial property rights or copyrights for which the Supplier is responsible, we shall be entitled, after issuing written notice and upon expiry of a reasonable time limit, to obtain from the rights holder at the Supplier's expense approval for the use of the goods and services protected by the neighbouring rights.

(3) If third parties bring claims against us on account of an infringement of industrial property rights or copyrights for which the Supplier is responsible, the Supplier shall be bound to indemnify us against such claims at our first written request. We will not be entitled to enter into any agreements with such third parties, in particular agreements involving a settlement, without the consent of the Supplier. The Supplier's obligation to indemnify shall apply to all expenses that we necessarily incur because of or in connection with the third-party claim.

(4) If product liability claims are brought against us because of faults in the goods delivered to us by the Supplier, the Supplier shall be bound to indemnify us against this liability to the extent that the cause lies within its sphere of control and organization and it is liable in dealings with third parties.

**17. Invoices and Delivery Notes**

(1) Invoices must be sent to us in triplicate by separate post. They must not be enclosed with the goods.

(2) A single delivery note shall be enclosed with the goods.

(3) We can only process invoices and delivery notes if they conform to the relevant statutory requirements. They must also contain the exact description of the scope of the supply by article, type, quantity, etc. as well as our exact order details. The Supplier shall be responsible for all consequences arising from failure to comply with this obligation unless it demonstrates that it was not responsible for them.

**18. Prices, Payment Terms**

(1) The price stated in the purchase order shall be binding. In the absence of written agreement to the contrary, the price includes delivery "carriage paid", including packaging. The return of the packaging shall require separate agreement.

(2) Unless expressly agreed otherwise, prices shall be quoted to us net and with value-added tax at the prevailing rate itemised separately and shall include the costs of packaging.

(3) Unless otherwise agreed in writing, we will pay the purchase price within 30 days of receipt of the invoice.

(4) The payment terms agreed with the Supplier shall apply. If no payment terms are agreed, the terms indicated on our orders shall apply. Payments are always subject to invoice verification.

(5) If payment in advance has been agreed, the Supplier shall be bound to furnish us with appropriate security, the type of which we shall determine.

**19. Set-off, Right of Retention**

(1) We shall be entitled to set off our own claims against those of the Supplier.

(2) The Supplier is only entitled to set-off if its counterclaims have been declared final in a court of law or are undisputed.

(3) The Supplier is only entitled to exercise a right of retention to the extent that its counterclaims are based on the same contractual relationship.

**20. Proof of Origin, Long-term Supplier Declaration, Export Control**

(1) The Supplier of goods of preferential origin within the meaning of Art. 61 et seq. of the Community Customs Code undertakes within a permanent business relationship to provide, independently and unsolicited, an annual long-term Supplier declaration or negative declaration stating the country of origin of the goods delivered by it. The long-term Supplier declaration or negative declaration must be sent to our Purchasing department. Please send the documents by email to [Einkauf@schillseilacher.de](mailto:Einkauf@schillseilacher.de) or by fax to 0049 (0) 7031 282 147.

(2) The Supplier undertakes to maintain proof of the origin of the goods, i.e. it must both provide us with the required statements regarding the preferential origin of the goods and their origin according to commercial law (in the form of a long-term Supplier declaration or certificate of origin) in time and notify us immediately and unsolicited of a change of origin. If necessary, the Supplier must provide evidence of its information regarding the origin of the goods in the form of an information certificate confirmed by its customs office, whereby the obligations of the Supplier under this paragraph shall apply both for supplies falling within the scope of Art. 59 et seq. of the Community Customs Code (goods of non-preferential origin) and for supplies falling within the scope of Art. 64 et seq. of the Community Customs Code (goods of preferential origin). If the Supplier fails to comply with this obligation, it shall be liable for all damage arising therefrom.

(3) In the event that the country of origin of the goods changes in the course of the existing business relationship, the Supplier shall without delay submit an updated version of the long-term Supplier declaration or negative declaration to our Purchasing department by separate letter.

(4) The Supplier shall be responsible for ensuring that applicable export regulations of domestic and foreign law in connection with its deliveries and services are observed without restriction.

(5) If prohibitions under the German Foreign Trade and Payments Ordinance, the current export control regulations, the EC Dual-Use Regulation or any other national or international law regarding the goods delivered as such or as a component exist at the time of

delivery, the Supplier shall be bound to notify us in writing without delay.

### **21. Conformity to Regulations**

Compliance with our rules of conduct is the business basis for all contractual relationships between us and all our contractual partners. In the event that a contractual partner repeatedly and/or in spite of a corresponding notice behaves unlawfully and does not prove that the violation of the law has been remedied as far as possible and reasonable precautions have been taken to avoid violations of the law in the future, we reserve the right to withdraw from existing contracts or to terminate them without further notice.

#### **(1) Sustainability and Occupational Safety**

The Supplier shall comply with the generally acknowledged principles of economic, ecological, social and ethical sustainability. In addition, the Supplier undertakes to comply with the respective legal regulations in dealing with employees, environmental protection and occupational safety and to work on reducing adverse effects of its activities on people and the environment.

The Supplier shall ensure that its deliveries and services comply with the accident prevention and industrial safety regulations and other safety-related/relevant rules applicable on our premises or at other places of performance so that adverse effects on people and the environment are avoided or reduced.

The Supplier will ensure that his company will abide by the observance of human rights in accordance with the European Convention on Human Rights (ECHR), the prohibition of child labour and forced labour, protection against inhumane working conditions through appropriate limitation of working hours, as well as the legal requirements on minimum wages and health protection.

#### **(2) Environmental Protection**

We have integrated an environmental management system according to DIN EN ISO 14001:2015 into our management system.

The Supplier must comply with or apply the relevant regulations on the handling and marketing of hazardous substances, which are contained, for example, in the European Chemicals Regulation (REACH), the German Chemicals Act ("*Chemikaliengesetz*") and the German Hazardous Substances Regulation ("*Gefahrstoffverordnung*").

Furthermore, the Supplier shall observe the relevant regulations for the disposal of waste and residual materials and inform us of any product treatment/storage/disposal requirements.

#### **(3) Energy**

We have integrated an energy management system according to DIN ISO 50001 into our management system with the aim of continuously improving energy-related performance. One of our basic rules of conduct is therefore to produce in an energy-compatible manner and to reduce our energy consumption.

In the future, we would like to give preferentially use energy-optimized products and services. We ask the Supplier to take this into account in future offers to us. We would therefore like to point out to the Supplier for future cooperation that we will examine and evaluate offers from our Suppliers, among other things, for aspects of the influence on our energy-related performance. This means that products and services that lead to a more efficient use of energy will be evaluated positively and procured preferentially within the scope of the economic evaluation.

### **22. Quality, Audits**

(1) The Supplier shall carry out and maintain an effective quality assurance system and provide us with evidence thereof upon request. For this purpose, the Supplier shall use a quality assurance system with the elements of ISO 9000 ff. or equivalent.

(2) We shall be entitled to inspect the Supplier's quality assurance system ourselves or through third parties commissioned by us after reasonable notice.

(3) The Supplier is obliged to cooperate in such an audit.

(4) If an audit reveals that the Supplier does not comply with the agreed quality standards, the Supplier must take measures to comply with the agreed standards.

### **23. Subcontractors**

Subcontractors may only be engaged upon our prior written consent. Such consent may not be refused without objective reason. An objective reason shall be deemed to exist in particular if safety or relevant product-related requirements are not complied with. The Supplier must impose all obligations on the subcontractor with regard to the tasks he has assumed and ensure that they comply with the obligations the Supplier has towards us.

### **24. Confidentiality, Data Protection**

(1) The Supplier undertakes to keep secret all information, knowledge and documents, e.g. technical and other data, personal data, measured values, technology, recipes, operating experience, trade secrets, know-how, drawings and other documentation (hereinafter referred to as "Information") received from us or otherwise disclosed from our sphere or from the sphere of a company in our group, not to make them accessible to third parties and to use them only for the purpose of processing the respective order/contract. Excepted from the above obligations is such information which was already publicly known at the time of disclosure of the information or which the contractual partner demonstrably already possessed prior to disclosure, which the contractual partner demonstrably lawfully received or obtained from third parties, if these third parties in turn acquired or disclosed the information lawfully and not in breach of a confidentiality agreement, and the disclosure of which is the consequence of a mandatory legal obligation, in which case we must be informed of the disclosure.

(2) The Supplier undertakes to immediately return to us all information physically transmitted hereunder, such as documents, samples, specimens or the like, upon our request, without retaining any copies or records, as well as to immediately destroy his own records,

compilations and evaluations containing the information upon our request and to confirm this to us in writing.

(3) We are entitled to ownership and all industrial property rights to our information.

(4) The Supplier is obliged to comply with all data protection regulations in the version valid at the time and will observe them. The Supplier must instruct all employees in accordance with the relevant provisions of data protection law and obligate them to maintain data secrecy. These declarations must be presented to us on request.

**25. Applicable Law, Place of Performance and Venue**

(1) All contractual obligations, their fulfilment and the claims arising therefrom shall be subject to German law.

(2) Unless otherwise expressly agreed, the place of performance for all claims arising from the business relationship shall be Böblingen.

(3) If the customer is a merchant or has no general venue in Germany, the venue shall be Böblingen.

**26. Written Form**

Amendments and additions to these GPTC, including any waiver of the requirement for written form, must be made in writing.

**27. Severability**

Should individual provisions of these GPTCs be or become ineffective, this shall be without prejudice to the remaining provisions.

The ineffective provision shall be replaced by a valid provision that most closely approximates the intended purpose of the ineffective provision.

**As at August 2020**