

# General Terms and Conditions of Purchase of DHW Deutsche Hydrrierwerke GmbH Rodleben

Status: January 2022

1. Scope
  - a) Our purchasing conditions apply exclusively; we don't recognize conditions of the supplier that contradict or deviate from our purchasing conditions, unless we have expressly agreed to their validity in writing. Our terms and conditions of purchase also apply if we accept the supplier's delivery without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our terms and conditions of purchase.
  - b) Our terms and conditions of purchase only apply to companies in accordance with § 310 section 1 of the German Civil Code (BGB).
2. Quality and weight
  - a) Unless otherwise agreed, the goods are of a commercial quality, in particular with regard to purity and unspoilness.
  - b) The quality control and the determination of the quantity/weight are binding at the unloading point, unless something different is expressly agreed in writing. The quantity determined at the unloading point by weighing or measuring using suitable weighing or measuring equipment is decisive for determining the quantity. In the case of deliveries in tank car or tank wagons, the decisive factor is the quantity that is determined by the tank equipment or the weighing mark at the unloading point.
3. Passing of risk, documents/transport
  - a) Unless otherwise agreed in writing, the delivery must be made DAP destination in accordance with the Incoterms applicable at the time the contract is concluded in their current valid version.
  - b) The supplier is obliged to state our order number and our transport order number exactly on all shipping documents and delivery notes. If he fails to do so, we are not responsible for delays in processing.
  - c) In the case of imports (third country), the customer must be noted as the importer on the delivery papers. The delivery documents must be issued correctly in order to be able to create a complete and correct import customs declaration. The customs regulations of the importing country must be observed.
  - d) In the context of self-delivery, the supplier guarantees that only vehicles with adequate transport insurance are used. The supplier shall ensure that all the technical requirements necessary for the transport and proper and smooth loading and unloading of the relevant goods are present on the vehicle. In this context, we refer to the requirement of DGUV regulation 70 - vehicles (formerly: BGV D29). Liability on our part for defective or faulty technical equipment is excluded. Additional requirements for trucks: when loading from above via a dome cover, this is only possible with safety railings.
4. Delivery time
  - a) The delivery time specified in the order is binding.
  - b) The supplier is obliged to inform us immediately in writing if circumstances arise or become apparent to him which indicate that the stipulated delivery time cannot be met.
5. Prices and terms of payment
  - a) The price stated in the order is binding. Unless otherwise agreed in writing, the price includes delivery DAP unloading point, including packaging. The return of the packaging requires a special agreement.
  - b) Unless otherwise agreed, the prices are exclusive of statutory sales tax and include customs, handling or other charges, fees, costs (e.g. storage, handling costs, demurrage) and surcharges (e.g. ship transport for high water, low water, ice) of any kind.
  - c) We can only process invoices if
    - . these - according to the specifications in our order - state the order number shown there and contain all mandatory information in accordance with § 14 UStG (value added tax act); the supplier is responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them and
    - . all information has been communicated to us within the framework of a correctly completed master data sheet. Changes to the master data sheet must be communicated immediately with a new, correctly filled-in master data sheet.
  - d) Unless otherwise agreed in writing, we shall pay the purchase price within 14 days, calculated from delivery and receipt of invoice and receipt of other agreed documents, with a 2 % discount or within 30 days net. In the case of cashless payment, the day of the payment instruction is decisive for the timeliness.
  - e) We are entitled to rights of offsetting and retention to the extent permitted by law.

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## 6. Inspection for defects/liability for defects

a) We are obliged to check the goods for any deviations in quality and quantity within a reasonable period of time. The complaint is timely if it is received by the supplier within a period of five working days, calculated from receipt of the goods or, in the case of hidden defects, from discovery.

In the case of goods whose quality can only be determined by special examinations (e.g. chemical or technical analyses), this period is extended by the time required for the examination to be carried out immediately in the ordinary course of business. Sampling takes place at the unloading point.

b) We are entitled to the statutory claims for defects in full; in any case, we are entitled to demand that the supplier rectify the defect or deliver a new time, at our discretion. The right to damages, in particular to damages instead of performance, remains expressly reserved.

c) The limitation period is three years, calculated from the transfer of risk.

## 7. Sustainability

a) DHW Deutsche Hydrierwerke GmbH Rodleben is based on the concept of sustainable development and observes internationally recognized, fundamental standards for occupational safety, health and environmental protection, labor and human rights. These standards are described in our company policy and code of conduct. We expect our suppliers to comply with these standards. DHW Deutsche Hydrierwerke GmbH Rodleben is entitled to check compliance with these regulations by the supplier after notification, either itself or by third parties commissioned by it.

## 8. Product liability/indemnification/liability insurance coverage

a) Insofar as the supplier is responsible for product damage, he is obliged to indemnify us from claims for damages by third parties upon first request if the cause lies within his sphere of control and organization and he is himself liable in the external relationship.

b) As part of its liability for damage events within the meaning of section (1), the supplier is also obliged to reimburse any expenses pursuant to §§ 683 and 670 BGB as well as §§ 830, 840 and 426 BGB that arise from or in connection with a recall action carried out by us. We will inform the supplier - as far as possible and reasonable - about the content and scope of the recall measures to be carried out and give him the opportunity to comment. Other legal claims remain unaffected.

c) The supplier undertakes to maintain product liability insurance with sufficient coverage for damage that we may incur a part of the contractual relationship. The supplier must provide us with proof of insurance upon request.

## 9. Liability

We are liable in accordance with the legal provisions if the supplier asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. Insofar as we are not accused of intentional breach of contract, liability for damages is limited to the foreseeable, typically occurring damage. We are liable in accordance with the statutory provisions if we culpably breach an essential contractual obligation. Essential contractual obligations are those that protect essential contractual legal positions, which the contract has to grant according to its content and purpose. Furthermore, such contractual obligations are essential, the fulfillment of which makes the proper execution of the contract possible in the first place and on the observance of which the parties have relied and may rely. In this case, however, the liability for damages is limited to the foreseeable, typically occurring damage. Liability for culpable injury to life, body or health remains unaffected.

## 10. Intellectual property rights

The supplier is responsible for ensuring that no rights of third parties within the Federal Republic of Germany are violated in connection with his delivery. If claims are made against us by a third party for this reason, the supplier is obliged to indemnify us against these claims on the first written request. We are not entitled to make any agreements with the third party, in particular to conclude a settlement, without the consent of the supplier. The supplier's obligation to indemnify relates to all expenses that we inevitably incur from or in connection with a claim by a third party. The limitation period is ten years, calculated from the conclusion of the contract.

## 11. Force majeure

Neither the supplier nor we are responsible for delays or failures in the performance of the party invoking force majeure. These include i.a. mobilization, acts of war, riots, civil war, blockades, strikes or measure similar to a strike, lockouts, demonstrations, factory occupations, sabotage, go-slows and the like, official measures or interventions by domestic or foreign bodies, such as export or import restrictions or bans, confiscations, embargoes or the like, hindrances caused by explosions, fire, complete or partial destruction of production plants or warehouses, machines and machine parts, lack of

workers as well as a decline in product sales and logistics restrictions due to epidemics/pandemics.

The party invoking Force Majeure (supplier or us) will promptly notify the other party in writing, stating the cause and likely duration of the delay or failure and will try to minimize the effects of such delay or failure.

During the period of such delay by the supplier, we may source our supplies elsewhere and, in our sole discretion, reduce the quantities to be supplied under the order by those purchases.

If the hindrance lasts longer than three months, the other party has the right to receive full or partial compensation to resign freely. If it seems unreasonable for one of the parties to continue to adhere to the contract before the 3-month period has expired, they can withdraw from the contract or terminate it before the 3-month period has expired.

#### 12. REACH compliance and information obligations

The supplier undertakes to comply with the REACH regulation regarding the delivered goods including packaging (regulation EG No. 1907/2006).

The supplier is obligated to (pre-)register all supplied substances himself or by sub-suppliers if he is subject to registration obligations under REACH.

According to the REACH regulation, the supplier himself is not subject to registration, he obliges his sub-suppliers to comply with their obligations under REACH. A registration made by the supplier or his sub-suppliers regarding the delivered goods must be proven to us in writing upon request.

The supplier shall ensure that if the goods/products it supplies or their packaging contain substances that fall under REACH, these are registered in accordance with REACH. He undertakes to send us all the information and documentation required by the regulation (in particular according to Art. 31 et seq. of the REACH regulation) within the deadlines stipulated in REACH or to forward the information from his sub-supplier to us immediately.

If claims are made against us by customers, competitors or authorities due to violation of the REACH regulations, which can be traced back to goods from the supplier, then we are entitled to demand release from these claims or compensation for the damage caused by the supplier the non-existent REACH conformity was caused.

The aforementioned obligations apply accordingly (with the exception of the registration obligations) if the supplier is based in a non-EU country. In particular, he must provide information if substances covered by REACH can be released during normal and foreseeable use.

#### 13. Jurisdiction, place of performance, applicable law, privacy, confidentiality, others

If the supplier is a merchant, the place of jurisdiction is Dessau-Roßlau. However, we are entitled to sue the supplier at his general or other special place of jurisdiction. Unless otherwise stated in the order, our place of business is the place of performance. The law of the Federal Republic of Germany also applies exclusively to orders to or delivery from abroad. The UN Convention on Contracts for the International Sale of Goods dated April 11, 1980 (CISG) and international private law do not apply. The incoterms applicable at the time the contract is concluded shall apply in their respectively valid version.

All changes and additions must be in text form. The text form requirement can only be changed if the text form is observed.

In the event of deviations from the agreed contract terms, an objection must be lodged within 24 hours of receipt of this letter. The supplier is obliged to treat the content of the contract concluded with us confidentially.

Information about the content of the contract may only be passed on to the competent supervisory authorities within the framework of statutory information obligations and to consultants who are professionally obliged to maintain confidentiality. The obligation to maintain confidentiality remains in effect for a period of 12 (twelve) months after the termination of the contract.

With regard to data protection, we refer to the regulations on our homepage:

[www.dhw-ecogreenoleo.de/PrivaciPolicy](http://www.dhw-ecogreenoleo.de/PrivaciPolicy)