

GENERAL TERMS AND CONDITIONS OF PURCHASE Dated 06.2024

1. Scope, Form

- 1.1. These General Terms and Conditions of Purchase (hereinafter referred to as "GTC") shall apply to all requests, offers, orders, and all contracts, by which entrepreneurs (Section 14 BGB (German Civil Code), a legal entity under public law or a special fund under public law (hereinafter referred to as "Seller") undertake to provide to Unicolor GmbH (hereinafter referred to as "we" or "us"). This applies in particular to the delivery of movable goods (hereinafter referred to as "Goods") as well as to all services and works that the Seller provides to us (hereinafter referred to as "Services").
- 1.2. These GTC apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Seller are expressly rejected. These shall only apply to us if we have expressly agreed to them in writing. This does also apply if we accept the Services without reservation and in the knowledge of conflicting or deviating terms and conditions.
- 1.3. Unless otherwise agreed, these GTC shall also apply to all future Services provided by the Seller to us.
- 1.4. Statements and notifications with a legal effect, which the Seller issues to us in connection with Services (e.g. setting of deadlines, notifications of defects, declaration of cancellation or termination) must be made in writing (i.e. within the meaning of these GTC in written or text form, e.g. e-mail, letter, fax).

2. Quote and Conclusion of Contract

- 2.1. Only orders issued in writing are legally binding. Verbal orders or those issued by telephone require a subsequent written confirmation for their legal validity. The same applies for verbal side agreements and changes to a contract. Arrangements with other departments, insofar as agreements made in this connection alter specified elements of a contract, require the express written confirmation by the purchasing department in the form of a supplement to the contract. Services without a written order are not recognised or paid for.
- 2.2. If our order does not constitute the acceptance of an offer by the Seller, but itself constitutes an offer to conclude a contract, we shall be bound by this offer for one week from receipt of the offer by the Seller. The Seller may only accept the offer by written declaration to us within this week. Delayed acceptance shall be deemed as a new offer by the Seller and requires our acceptance.

- 2.3. Offers are non-binding for us. Visits, quotations, cost estimates etc. will not be remunerated.

3. Prices and Payment Terms

- 3.1. The price specified by us in the order is binding and excludes additional claims of any kind.
- 3.2. The costs for packaging and transport (including any insurance) to the delivery address or location of use specified by us, as well as for customs formalities, customs and ancillary services (e.g. assembly, installation etc.) are included in these prices, unless otherwise agreed in writing between the parties. The agreement on the place of fulfilment shall not be affected by the type of pricing. The price is exclusive of the applicable statutory value added tax.
- 3.3. The payment terms specified in our order apply exclusively.
- 3.4. The agreed price shall be due for payment within 30 calendar days of complete performance of the Services (including any agreed acceptance) and receipt of a proper invoice. Unless otherwise agreed in individual cases, payment shall be made with a 3% discount, provided we make payment within 14 calendar days of receipt of the invoice. In the case of bank transfer, payment shall be deemed to have been made in due time if our transfer order is received by our bank before expiry of the payment deadline; we shall not be responsible for delays caused by the banks involved in the payment process.
- 3.5. Insofar as certificates on material tests (e.g. works certificate, measurement report, heat treatment report, etc.) have been agreed, these shall form an integral part of the contract and shall be sent to us together with the goods. The payment period for invoices shall not commence before receipt of the agreed documents.
- 3.6. We do not owe any interest on maturity. The statutory provisions shall apply to default of payment.

- 3.7. Unless otherwise agreed, we are only obliged to pay for partial services as soon as the Seller has provided the entire service.

- 3.8. Payments made do not constitute any acknowledgement of the Services as being compliant with the contract and free of defects. [

- 3.9. We shall be entitled to set-off and retention rights to the full extent. If the deliveries are defective and do not correspond to the type, quality and quantity specified in the order, we shall be entitled to defer payment until the Seller has rectified the defect. The postponement of payment must not be disproportionate; a retention may not exceed twice the amount of the rectification costs.

- 3.10. The Seller shall only have a right of set-off or retention on the basis of legally established or undisputed counterclaims.

- 3.11. The Seller must notify us in writing of upcoming price increases at least six weeks before they take effect and justify price increases thoroughly.

4. Dispatch and Packaging

The Goods must be properly packed, secured, labelled and dispatched by the Seller so that they arrive in good condition and undamaged at the time and place of delivery specified in the contract. Packaging materials must comply with applicable regulations and laws. Shipping is at the risk of the Seller. Unless otherwise stated, we are not obliged to return packaging or packaging materials.

5. Delivery date, Delay in Delivery and Acceptance

- 5.1. The delivery date specified in the order is binding.
- 5.2. If the Seller fails to perform or fails to perform within the agreed delivery period or is in default, our rights - in particular to cancellation and damages - shall be determined in accordance with the statutory provisions. The provisions in 5.3 remain unaffected.
- 5.3. If the Seller is in default, we may - in addition to further statutory claims - demand lump-sum compensation for our damage caused by default in the amount of 1% of the net price per completed calendar week, but not more than a total of 5% of the net price of the goods delivered late. We reserve the right to prove that higher damages have been incurred. The Seller remains entitled to prove that no damage at all or only significantly less damage has been incurred.
- 5.4. The Seller shall inform us immediately in writing if circumstances arise or become recognisable, which indicate that the agreed delivery time cannot be met.
- 5.5. Partial deliveries shall only be permitted after prior agreement with us; excess deliveries shall be returned to the Seller at the Seller's expense.
- 5.6. The statutory provisions shall apply in the event of our default of acceptance. However, the Seller must also expressly offer us its performance if a specific or determinable calendar time has been agreed for an action or co-operation on our part (e.g. provision of material). If we are in default of acceptance, the Seller may demand compensation for its additional expenses in accordance with the statutory provisions (Section 304 BGB (=German Civil Code). If the contract relates to a non-fungible item to be manufactured by the Seller (customised production), the Seller shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.

6. Performance, Delivery and Transfer of Risk

- 6.1. The Seller is obliged to provide the Services itself, unless we have agreed to the provision of the Services by a third party in writing in advance.
- 6.2. Unless otherwise agreed, the Seller shall bear the procurement risk for the Services.
- 6.3. Unless otherwise agreed, delivery shall be made "Free Domicile" to the place specified by us in the order. This place is also the place of fulfilment for the delivery and any supplementary performance (obligation to be performed at the place of delivery; German; "Bringschuld").
- 6.4. The Seller shall be obliged to state our order number exactly on all shipping documents and delivery notes; if the Seller fails to do so, we shall not be responsible for any resulting delays in processing.

6.5 The risk of accidental loss and accidental deterioration of the Goods shall only pass to us upon handover at the place of fulfilment. If acceptance has been agreed, the transfer of risk is subject to this acceptance.

7. Confidentiality / Retention of title

7.1 We reserve all property rights and copyrights to illustrations, drawings, calculations and other documents; they shall not be made accessible to third parties without our express written consent. They shall be used exclusively for production based on the order. After completion of the order, they shall be returned to us unrequested. They must be kept secret from third parties.

7.2 The Seller further undertakes to keep secret all confidential information and business secrets disclosed by us, as well as the prices paid by us for the Services, and not to use them for any purpose other than the fulfilment of the contract. This obligation shall survive the cancellation of the contract.

7.3 If the Seller becomes aware that confidential information has come into the possession of an unauthorised third party, the Seller shall inform us of this without delay.

7.4 If we provide the Seller with materials and / or tools (hereinafter referred to as "Materials"), these Materials shall remain our exclusive property and must be returned at any time at the Buyer's request in good condition with the exception of normal wear and tear. The Materials shall only be used by the Seller for the fulfilment of the contract concluded with us. The Materials shall not be used for any other purpose and/or passed on to third parties or made accessible to third parties without our written consent. The Seller shall insure the Materials at replacement value against fire, water damage and theft at the Seller's own expense.

7.5 Any processing, mixing or combination (further processing) of Materials by the Seller shall be carried out on our behalf. The same shall apply in the event of further processing of the Goods by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.

7.6 If, after mixing, our item is to be regarded as the main item, the Seller shall transfer proportional co-ownership to us. In any case, the Seller shall hold our sole ownership and/or co-ownership for us.

8. Warranty / Liability / Insurance Cover

8.1 The statutory provisions (§§ 377, 381 HGB) shall apply to the obligation to inspect and give notice of defects with the following provision: Our obligation to inspect shall be limited to defects, which (i) become apparent during our incoming goods inspection under external examination including the delivery documents (e.g. transport damage, incorrect and short delivery) or (ii) which are recognisable during our quality control in the random sampling procedure. If acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected.

8.2 We are fully entitled to the statutory claims for defects; in any case, we are entitled, at our discretion, to demand immediate rectification of defects or delivery of a new item from the Seller. Our right to demand damages, in particular damages instead of performance (German: "Schadensersatz statt der Leistung") remains unaffected.

8.3 The Seller shall bear all expenses necessary for the purpose of supplementary performance, in particular transport, travel, labour and material costs as well as any dismantling and installation costs. The Seller shall also bear these expenses if it turns out that there was no defect. Our liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; however, we shall only be liable in this respect if we recognised or were grossly negligent in not recognising that there was no defect.

8.4 We shall be entitled to remedy the defect ourselves at the Seller's expense if there is imminent danger or special urgency. If supplementary performance by the Seller has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the Seller of such circumstances immediately, if possible in advance.

8.5 In the case of Goods with digital elements or other digital content, the Seller shall be responsible for providing and updating the digital elements and content in any case to the extent that this results from a quality agreement or other product descriptions, the advertising, especially on the Internet, or on the Goods label of the manufacturer or on his behalf.

9. Supplier Recourse

9.1 We are fully entitled to our statutory claims. In particular, we are entitled to demand exactly the type of supplementary performance from the Seller that we are obliged vis-à-vis our customer in the individual case.

9.2 Our claims arising from supplier recourse shall also apply if the defective Goods have been combined with another product or further processed in any other way by us, our customer or a third party, e.g. by installation

10. Statute of limitations

10.1 In deviation of Section 438 para. 1 no. 3 BGB, the limitation period shall be 36 months, calculated from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance.

10.2 In all other respects, the reciprocal claims of us and the Seller shall become time-barred in accordance with the statutory provisions. Claims arising from defects of title shall become time-barred at the earliest three months after the point in time at which we are entitled to invoke the defence of limitation against the third party for the first time.

11. Product liability

11.1 To the extent that the Seller is responsible for product damage, the Seller is obliged to indemnify us against claims for damages by third parties on first demand insofar as the cause is to be attributed to the Seller and that the Seller itself is liable in relation to third parties.

11.2 Within the scope of liability for cases of damage as set-out in clause 11.1 of this GTC, the Seller is also obliged to reimburse any expenses in accordance with Sections 683, 670 BGB and Sections 830, 840, 426 BGB arising from or in connection with a recall campaign. Statutory claims remain unaffected, this applies especially to all kind of damage claims.

11.3 The Seller shall maintain a product liability insurance with a lump sum cover of at least EUR 10 million per personal injury/property damage.

12. Intellectual Property

12.1 The Seller warrants that no third-party rights are infringed in connection with the Services.

12.2 If claims are asserted against us by a third party due to an infringement of its rights in connection with the Seller's Services, the Seller shall be obliged to indemnify us against any claims upon first request. The obligation to indemnify relates to all expenses incurred by us out of or in connection with the claim by a third party.

12.3 In the event of claims for damages by the third party, the Seller remains entitled to prove that the Seller is not responsible for the infringement of the third party's rights.

13. Premature Termination

13.1 We may cancel the order in whole or in part. If we terminate the order in whole or in part, the Seller shall be entitled to demand the total price agreed for the order less the expenses saved as a result of the termination of the order or the revenue, which the Seller acquires or deliberately fails to acquire through other use of the Goods or the Seller's labour.

13.2 All statutory rights to cancel the order, especially in the event of breach of contract by the Seller, remain unaffected.

14. Applicable Law, Jurisdiction, Partial Invalidity, Written Form

14.1 The law of the Federal Republic of Germany shall be applicable for these General Terms and Conditions and all the legal relations between us and the Seller. The regulations of the Vienna Agreement dated 11/04/1980 on Contracts on International Sale of Goods (CISG) shall not apply.

14.2 If the Seller is a merchant as defined by the HGB (German Commercial Code), a legal person under public law, or a public special fund, Hassfurt will be the jurisdiction for any disputes arising indirectly or directly from the contractual relationship with the Customer. However, we are also entitled to institute legal proceedings at the appropriate court for the Seller's place of business.

- 14.3 Unless otherwise stated in the order or these GTC, the place of fulfilment shall be our registered office in Hassfurt.
- 14.4 If individual regulations in these GTC or other agreements with the Seller are invalid in whole or in part, the validity of the remaining regulations shall not be affected.