

**General Purchasing Condition
of Chemische Fabrik Dr. Weigert GmbH & Co. KG
Mühlentagen 85 - D-20539 Hamburg
- Status: 21.07.2023 -**

§ 1 General Provisions

1.1 These General Terms and Conditions of Purchase of Dr. Weigert (GTC) shall apply to all business relationships with suppliers. Unless otherwise provided for in § 14 of these GTC, the GTC shall apply mutatis mutandis to business relationships with business partners who are in a service relationship with Chemische Fabrik Dr. Weigert GmbH & Co. KG (Dr. Weigert).

1.2 The GTC shall apply exclusively. Any conflicting, deviating or supplementary terms and conditions of the Supplier shall only apply if and to the extent that Dr. Weigert has expressly consented to their application in writing. This consent requirement shall apply in any case, for example even if the Supplier refers to its general terms and conditions within the scope of the offer or order confirmation and Dr. Weigert does not expressly object to this.

1.3 All agreements made between Dr. Weigert and the supplier to implement this contract shall be recorded in writing between the parties.

1.4 The GTC shall also apply to all future transactions and contracts with the supplier, even without this having to be expressly mentioned or agreed upon at the time of their conclusion.

1.5 Individual agreements (e.g. framework supply agreements, remuneration agreements) and specifications in Dr. Weigert's order shall take precedence over these GTC.

§ 2 Conclusion of the Contract

2.1 Requests of Dr. Weigert are non-binding.

2.2 The supplier's offer can be accepted by Dr. Weigert within 14 calendar days. The acceptance is effected by a purchase order in text form (§ 126b German Civil Code) on the part Dr. Weigert.

2.3 If Dr. Weigert places an order without a prior offer by the supplier, Dr. Weigert is entitled to revoke the order if the supplier does not accept and confirm the order in text form (§ 126b German Civil Code) within 14 working days. A delayed acceptance shall be deemed a new offer and shall require acceptance by Dr. Weigert.

§ 3 Duty of notice for goods falling into the scope of the EU Dual Use Regulation

If the goods to be delivered are dual-use goods within the meaning of Article 2 No. 1 of the EU Dual Use Regulation (Regulation (EU) No. 2021/821 of the European Parliament and of the Council of 20 May 2021 setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual use items in the version applicable at the date of the offer (2.2) or the order (2.3), the Supplier shall, without being requested to do so, notify Dr. Weigert thereof in writing prior to the conclusion of the contract.

§ 4 Prices, Pricing, Conditions of Payment

4.1 The prices stated in the order are binding. Unless otherwise agreed in writing between the parties, the prices shall be DDP Dr. Weigert Hamburg (ICC Incoterms 2020). An alternative place of destination shall be specified in the inquiry or the purchase order.

4.2 Compensation for offers, visits by suppliers and the preparation of projects shall not be granted unless the parties have agreed otherwise in writing in advance.

4.3 Upon delivery of the goods, the supplier shall send a single copy of the corresponding invoice separately to Dr. Weigert, stating Dr. Weigert's order number as well as the information and documents agreed upon with the order and all required mandatory information pursuant to §14 para. 4 Law on Turnover Tax (Umsatzsteuergesetz). Invoices with incorrect or missing information will generally not be accepted and will be returned to the issuer for correction or completion. The supplier shall be responsible for all consequences arising from failure to comply with this obligation.

4.4 Unless otherwise agreed in writing, payment of the purchase price shall become due net thirty (30) calendar days after delivery and transfer of title of the purchased goods, receipt of an invoice and receipt of all documents required by the contract ("**Due Date Event**"); if payment is made within 14 calendar days from the Due Date Event, the supplier will accept payment discounted by the amount of 3%.

4.5 In case of payment delays, Dr. Weigert shall be charged with a default interest in the amount of five percentage points above the base interest rate.

4.6 Dr. Weigert has all offset and retention rights provided by law.

§ 5 Delivery, Place of Performance, Transfer of Risk, Compliance with Statutory Provisions

5.1 The ordered product shall be delivered DDP Dr. Weigert Hamburg (ICC Incoterms 2020). The transfer of risk shall pass to Dr. Weigert upon delivery. The place of performance for the delivery is the place of destination or delivery address as requested by Dr. Weigert.

5.2 The supplier assures that the contractual products are marketable within the European Union in accordance with the applicable legal provisions.

5.3 The Supplier's deliveries and services must comply with the applicable legal provisions throughout the supply chain, in particular the provisions and internationally recognized standards for the protection of

the environment and respect for human rights, in particular prohibitions of child and forced labor and discrimination, regulations on minimum wages and worker's safety and fundamental rights. At Dr. Weigert's request, the supplier shall provide evidence of compliance with these obligations by procuring and submitting suitable documents.

5.4 The supplier also undertakes in particular to comply with the applicable export and import control regulations of the Federal Republic of Germany and the European Union.

5.5 As far as economically and technically possible, only environmentally friendly packaging materials may be used. A take-back obligation of the supplier with respect to the packaging shall arise to the extent prescribed by law. If the Supplier is entitled to invoice Dr. Weigert separately for packaging on the basis of a written agreement, Dr. Weigert shall have the right to return packaging that is in good condition to the supplier free of charge, and receive a re-payment for 2/3 of the invoiced value.

5.6 Furthermore, supplier warrants that the delivered goods comply with the provisions of Regulation EC No. 1907/2006 as amended regarding the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH Regulation). To the extent required by Title IV of this Regulation, the supplier shall provide safety data sheets or the information pursuant to Article 32 and the information pursuant to Article 33. Dr. Weigert is not obligated to obtain authorization under the REACH Regulation for any goods delivered by the supplier. The supplier shall indemnify Dr. Weigert against any liability in connection with the violation of the REACH Regulation or compensate Dr. Weigert for any damage incurred by it as a result of or in connection with the supplier's non-compliance with the REACH Regulation.

§ 6 Correspondence, Documents

6.1 The supplier shall be obliged to conduct all correspondence relating to the contract by stating the order number, in particular by indicating it on all shipping documents and delivery bills; if it fails to do so, Dr. Weigert shall not be liable for any delays in processing.

6.2 Insofar as the supplier has to provide certificates of material tests or other contractually agreed documents (e.g. certificates of analysis or specifications), they shall form an integral part of the delivery and shall be handed over to Dr. Weigert together with the delivery.

§ 7 Delivery Date, Delayed Delivery, Contractual Penalty

7.1 The delivery date stated in the order is binding. In case of delivery before the agreed delivery date, Dr. Weigert reserves the right not to accept the delivery and to return it at the supplier's expense and risk.

7.2 The supplier is obligated to inform Dr. Weigert immediately in writing, stating reasons, if circumstances occur or become apparent to the supplier which indicate that the agreed delivery time cannot be met. This shall not affect the occurrence of the delay in delivery.

7.3 In case of a delivery delay, Dr. Weigert is entitled to demand a contractual penalty of 0.15% of the order value for each commenced working day of delay, but not more than 5% of the order value. Dr. Weigert has the right to claim this contractual penalty in addition to performance of the contract; Dr. Weigert undertakes to declare the reservation of the contractual penalty to the supplier within 10 working days at the latest, calculated from receipt of the delayed delivery. Dr. Weigert shall remain entitled to claim damages caused by delay, as provided by law, in the amount that these exceed the contractual penalty.

§ 8 Exemption from the Obligation to Perform, Rescission in the Event of Force Majeure

8.1 Force majeure shall release the contracting parties from their contractual performance obligations for the duration of the disruption and to the extent of its effect. Force majeure is an event which could not have been foreseen by either party using the utmost care which could reasonably be expected and which, insofar as the provision of the contractual services is affected, could not have been avoided, in particular by the supplier's emergency plans and emergency measures. Force majeure in this sense may include in particular the following events: War, riot, civil commotion, explosion, fire, flood, severe weather, embargo, internal lawful industrial action, but not generally already known effects in connection with the COVID 19 pandemic. The contracting parties shall be obliged, within the bounds of what is reasonable, to provide the necessary information without undue delay and shall adapt the contractual obligations to such altered conditions according to the principle of good faith.

8.2 Dr. Weigert shall be released from the obligation to accept the ordered delivery in whole or in part and shall be entitled to rescind from the contract in this respect if the delivery is no longer usable from an economic point of view due to the delay caused by force majeure.

8.3 The statutory provisions on withdrawal shall remain unaffected in all other respects.

§ 9 Warranty, Inspection of Delivery

9.1 Dr. Weigert shall be entitled to the statutory claims for defects.

9.2 Dr. Weigert shall inspect the goods on the basis of the common acceptance tests and notify any obvious defects in writing within 5 (five)

working days of delivery at the latest or, in the case of hidden defects, within 5 (five) working days after discovery of the defect.

9.3 The limitation period for claims for defects shall be 36 months, calculated from the transfer of risk. In all other respects, the statutory limitation provisions shall apply.

§ 10 Product Liability, Insurance

10.1 The supplier shall be responsible for all claims asserted by third parties for personal injury or property damage attributable to a defective product supplied by the supplier and shall indemnify Dr. Weigert against any liability resulting therefrom. If Dr. Weigert is obliged to carry out a product recall against third parties due to a defect in a product supplied by the supplier, the supplier shall bear all costs associated with the product recall. Further statutory claims remain unaffected.

10.2 The Supplier shall maintain product liability insurance with coverage of at least EUR 10 million per personal injury/property damage for the duration of this contract, meaning until the respective expiration of the limitation period for defects; if Dr. Weigert is entitled to further claims for damages, these shall remain unaffected.

10.3 The supplier shall maintain sufficient liability insurance at its own expense for damages that may be caused by it, its legal representatives, executive employees or other vicarious agents in connection with the execution of the contract.

10.4 The supplier shall provide Dr. Weigert with proof of insurance upon request.

§ 11 Confidentiality, Rights of Third Parties

11.1 The supplier shall regard the inquiry, the order, the conclusion of the contract, the services related thereto as well as all information received in connection with the execution of the contract, in particular of a technical and commercial nature, as business secrets and treat them confidentially. They may only be disclosed to third parties with the express written consent of Dr. Weigert. This confidentiality obligation remains valid also after the termination or non-performing events. It shall expire if and to the extent that the knowledge contained in the documents has become generally known. The supplier must equally obligate its own supplier to comply with this confidentiality obligation.

11.2 The supplier shall be liable for all damages incurred by Dr. Weigert as a result of a breach of the obligation specified in Section 11.1.

11.3 The supplier shall be responsible for ensuring that no third-party rights are culpably infringed in connection with its delivery; if claims are asserted against Dr. Weigert by a third party, the supplier shall be obligated to indemnify Dr. Weigert against such claims. The supplier's obligation to indemnify Dr. Weigert relates to all expenses incurred by Dr. Weigert as a result of or in connection with a claim made by a third party in an appropriate manner.

11.4 Dr. Weigert's further statutory claims due to defects in title ["Rechtsmangel"] of the products delivered to Dr. Weigert remain unaffected.

§ 12 Offsetting, Assignment, Passing on of Purchase Orders

12.1 The supplier shall only be entitled to set off established claims, which are undisputed or have been finally determined in a legally binding manner.

12.2 The supplier is not entitled to assign claims against Dr. Weigert arising from this contract without prior written consent. This shall not apply insofar as monetary claims are concerned.

12.3 The supplier is not entitled to pass on orders or significant parts of an order to third parties without the prior written consent of Dr. Weigert.

§ 13 Jurisdiction, Applicable Law, Final Provisions

13.1 All disputes arising out of or in connection with the contractual relationship shall be subject to the jurisdiction applicable to Dr. Weigert's registered office, as far as it is legally admissible. However, Dr. Weigert shall also be entitled to sue the supplier at the place of jurisdiction of supplier's registered office.

13.2 The contractual relationship is governed by German law excluding the United Nations Convention on Contracts over the International Sale of Goods of 11 April 1980.

13.3 Should any provision be or become void, the validity of the remaining provisions shall not be affected.

13.4 Should the provisions in these Terms and Conditions reveal gaps, the legally valid provisions, which Dr. Weigert and its contract partner would have agreed in accordance with the economic aims and the purpose of these General Terms and Conditions, if the Parties had known of the gap, shall be deemed agreed for the purpose of filling the gaps.

§ 14 Special provisions for services

14.1 Corresponding application: The provisions of these GTCP shall apply mutatis mutandis to service contracts, with the exception of §§ 2; 3; 4 para. 1,4; 5 para. 1-2, 4-6; 7; 9; 10.

14.2 Remuneration: The Business Partner shall receive remuneration for its service(s) from Dr. Weigert, which will be agreed separately. The Business Partner shall invoice Dr. Weigert after providing the service(s), unless the parties have agreed otherwise in writing. The remuneration is due for payment within 30 calendar days of receipt of the proper invoice.

14.3 Ordinary Terminations: Unless otherwise agreed, Dr. Weigert may give ordinary notice of termination of a service contract by giving 4 weeks' notice to the end of a calendar day.

14.4 Extraordinary termination: Either party may terminate the contract for good cause. Good cause shall be deemed to exist if the terminating party cannot reasonably be expected to continue the contractual relationship, taking into account all circumstances of the individual case and weighing the interests of both parties. If the contractual relationship is terminated for good cause, the Business Partner may demand a portion of the remuneration corresponding to its performance to date. Any termination must be in writing. The notice of termination must be signed personally by the person giving notice of termination. If the termination is caused by the other party's conduct in breach of the contract, the other party shall be obliged to compensate for the damage caused by the termination of the contractual relationship.