

CONDITIONS OF PURCHASE

§ 1 Scope

(1) The following General Terms and Conditions of Purchase shall apply to any and all offers and transactions concerning the deliveries and services of our suppliers and service providers - hereinafter merely referred to as Suppliers – to Emil Kiessling GmbH or its subsidiaries – hereinafter merely referred to as Emil Kiessling or we/us. The present General Terms and Conditions of Purchase shall constitute an integral part of any and all contracts we may conclude with our suppliers regarding the deliveries or services offered by them. Our general terms and conditions of purchase apply in the version valid at the time of our order or at least in the version last communicated in text form for future offers and transactions regarding deliveries and services, even if these are not separately agreed again.

(2) Our General Terms and Conditions of Purchase shall apply exclusively; any other regulations or terms and conditions of our Suppliers or third parties, including but not limited to such ones deviating from, complimentary to or conflicting with the present General Terms and Conditions of Purchase shall not apply, even if Emil Kiessling fails to expressly reject them in the individual case, unless Emil Kiessling explicitly agrees to the validity thereof in text form through a representative authorized to do so. Even if we refer to a letter that contains or refers to the terms and conditions of the Supplier or a third party, this shall not constitute the agreement with the validity of such terms and conditions. The text form requirement shall be deemed met where sent by e-mail or fax and shall suffice, where no other form, e.g. written form, is required by law or by the regulations stated hereafter.

(3) Individual agreements (e.g. framework supply agreements, quality assurance agreements) and information in our order take precedence over the AEB. In case of doubt, commercial clauses are to be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time the contract was concluded.

(4) The acceptance and/or payment of invoices shall not constitute the acceptance of the Supplier's General Terms of Delivery, which are printed on the invoice attached to the invoice or referred to in the invoice.

§ 2 Offers and Orders

(1) Where our offers and orders - hereinafter merely referred to as Orders - do not expressly contain a binding period, we shall be bound by them for seven calendar days from the date of the order. The receipt of the acknowledgment of acceptance by us shall be decisive for the timely acceptance.

(2) Orders shall only be binding for Emil Kiessling if and insofar as they have been placed or confirmed in text form by e-mail or telefax by the department responsible for purchasing. Emil Kiessling shall order the delivery or the service by indicating a requested date for the receipt of the goods or the provision of the service at Emil Kiessling's. Orders submitted in text form shall be confirmed to Emil Kiessling within a period of five working days by means of an order confirmation in text form.

(3) Passing on orders placed by Emil Kiessling to third parties requires the previous consent by Emil Kiessling in writing.

(4) Emil Kiessler shall be entitled to change the time and place of delivery as well as the type of packaging at any time by means of a notification in text form within a period of at least seven calendar days before the agreed delivery date. The same shall apply for changes to the product specifications where and insofar as such changes can be implemented within the scope of the normal production process of the Supplier without any significant additional expenses, in which case the notification period according to the preceding sentence shall at least be one month. We shall reimburse to the supplier the additional costs incurred by such modification, where proven and reasonable. In the event where such changes result in delays in delivery, which cannot be avoided in the normal production and business operations of the Supplier with reasonable efforts, the originally agreed delivery date shall be postponed accordingly. The Supplier shall notify us in writing of the additional costs or delays in delivery to be expected on the basis of careful assessment, in due time before the delivery date, however no less than seven calendar days from the receipt of our notification pursuant to sentence 1.

(5) We are entitled to terminate the contract at any time by means of a written declaration in text form stating the reason to withdraw from the contract if

(a) we can no longer use the ordered products in our business operations, or can only use them with considerable expense, due to circumstances that occurred after the conclusion of the contract and for which the supplier is responsible (such as non-compliance with legal requirements). In this case, we will reimburse the supplier for the partial services rendered by him. or

(b) the financial circumstances of the supplier deteriorate to such an extent after the conclusion of the contract that a contractual delivery cannot be expected.

§ 3 Prices, Terms of Payment and Invoice Details

(1) The prices stated in the orders of Emil Kiessler shall be binding. Unless expressly otherwise agreed between Emil Kiessler and the Supplier, all prices are quoted in euros, including the delivery and/or transport to the respective place of delivery, including packaging and/or disposal of packaging and including transport insurance, plus the applicable value-added tax. Emil Kiessler shall be free to select the means of payment he wishes to effect payment with.

(2) Where the agreement concluded does not provide for the packaging to be included in the price, and where the remuneration for the packaging – which is not only provided on loan -, has not explicitly been determined, such remuneration shall be calculated at the Supplier's verifiable cost price. Where so requested by Emil Kiessler, the Supplier shall take back the packaging at its expense.

(3) Payment shall be effected by Emil Kiessler upon receipt and acceptance of the goods delivered according to the contract, or when the service has been rendered in accordance with the contract, with a deduction of 3% cash discount for payment within 30 days, or net within 60 days from receipt of invoice to the recipient stated by Emil Kiessler insofar as the invoice contains the complete information indicated in the following paragraph 4 and complies with the legal regulations for such invoices, including but not limited to the provisions of the German VAT Act (UStG). Explicitly affected bonus agreements shall be calculated and remunerated by the end of the first calendar month of the subsequent calendar for the previous calendar year.

(4) Our order number, batch number, the item number of Emil Kiessling, the delivery quantity and the delivery note shall be indicated in any and all order confirmations, shipping notices, delivery notes, invoices and other letters. Where one or more of these details are missing and we therefore delay the processing in our normal business operations, the periods allowed for payment as specified in paragraph 3 shall be extended by the period of the delay.

(5) The Supplier shall only be entitled to set off and retain rights against uncontested and legally established claims or such claims which have been expressly acknowledged by Emil Kiessling.

(6) Assignments of claims against Emil Kiessling the Supplier is entitled to on the basis of a purchase agreement shall be subject to the prior consent in text form by Emil Kiessling The exclusion of assignment shall not be valid in cases where the Supplier has purchased the goods from its subcontractor or upstream supplier under extended retention of title. Such prohibition of assignment shall not apply either where and in so far as it concerns money claims.

(7) Where payment is delayed, we shall owe default interest equal to 5 percentage points above the applicable basic interest rate pursuant to § 247 BGB (German Civil Code).

§ 4 Delivery, Delivery Time and Transfer of Risk

(1) Deliveries shall be effected carriage paid at the risk and expense of the Supplier to the place of delivery specified in the order or, where no place of delivery is indicated, to Emil Kiessling's address as stated in the order. Emil Kiessling may determine the packaging and shipping method in the order. Where not specified in the order, the Supplier shall precisely specify the packaging and shipping methods in its order confirmation. The Supplier shall at all times be obliged to deliver the goods in transport-proof packaging.

(2) The delivery note shall be affixed to the consignment. In the case of parcel deliveries, the delivery note shall be affixed on the outside of the parcel in a well visible manner. Delivery notes for consignments sent to third parties on behalf of Emil Kiessling shall always be sent to Emil Kiessling. After shipment has been completed, the Supplier shall immediately send the shipping note to Emil Kiessling. Shipping notes and delivery notes shall contain details as to quantities and/or weight as well as article numbers, drawing status and origination data.

(3) The Supplier shall not be entitled to partial deliveries or partial services. Partial deliveries or partial services may be rejected by Emil Kiessling.

(4) Quantity deviations in deliveries in the form of quantity losses shall not be accepted. Quantity deviations of excess quantities in packaging materials shall be tolerated with a maximum of 5% of the ordered quantity. Deliveries of raw materials, auxiliary materials and supplies shall be effected in the exact quantities / units. In case of deviation from the above regulations, we may require the Supplier to take back the insufficiently delivered or the excessively delivered quantities / units at its own expense.

(5) Any and all agreed services and delivery dates as well as the periods allowed for performance and delivery shall be binding. Compliance with the delivery and performance periods is based on the date of arrival of the goods at the place of delivery or the time when the service is rendered at the place of performance. The supplier shall be obliged to notify Emil Kiessling immediately in text form where

circumstances arise or become apparent indicating that the delivery time can not be met. Where a delivery date is determined or confirmed for a calendar week, the first working day of such calendar week, usually a Monday, shall always be deemed the date of performance or delivery.

(6) If the day on which the delivery or performance is to be effected at the latest is determined by the contract, the supplier shall be in default with the expiration of this date, without a warning being required.

(7) In the event of a delay in delivery, we shall be entitled without restriction to the statutory rights, including the right to rescind the contract and the right to compensation instead of the performance following the fruitless expiry of a reasonable period of grace.

(8) In the event of a delay in delivery, the Supplier shall undertake to pay a penalty of 2% of the order value or the purchase price for each beginning week of delivery delay, but not more than 20% of the order value, following a prior warning in text form to the Supplier and granting a reasonable period of grace. Emil Kiessling may also assert such claim for the payment of a contractual penalty by setting it off against the order price or purchase price. Such contractual penalty shall to be credited to the default damages to be reimbursed by the Supplier. In addition, Emil Kiessling expressly reserves the right to further legal rights and claims, including but not limited to the rescission of the contract and/or the assertion of damages, in particular damages for other purposes at the expense of the Supplier. (e.g. costs incurred by machine downtimes, etc.

(9) The risk shall not be transferred to us before the consignment has been surrendered at the agreed destination even if shipment has been agreed.

(10) All events of force majeure which result in a restriction of the undisturbed operation of Emil Kiessling shall entitle Emil Kiessling to suspend the fulfillment of the acceptance obligations assumed until the event of force majeure ceases and, in the event of a permanent shutdown of the enterprise or in the event where the fulfillment has become unacceptable after the event of force majeure has ended, to rescind the contract in full or in part or to terminate the contract in full or in part. In such cases, Emil Kiessling shall neither be obliged to pay damages or nor to reimburse expenses.

§ 5 Property Protection, Protective Rights and Documents, Production Means and Provisions

(1) Any prolonged or extended reservation of title shall be excluded insofar as this is legally permissible. Any remaining simple reservations of title of the Supplier shall apply only insofar as they relate to our payment obligation for the respective products the Supplier reserves the title to.

(2) Drawings, drafts, samples, manufacturing instructions and other documents, which Emil Kiessling has left to the Supplier for submitting an offer or for the execution of an order, shall be non-binding and shall be checked by the Supplier for suitability for the fulfillment of its obligations.

(3) Property and any and all proprietary rights, including but not limited to any and all copyrights, to the information and documents provided by Emil Kiessling, in this case in particular orders, illustrations, calculations, descriptions, samples or manufacturer's instructions shall remain with Emil Kiessling. Such items or information shall neither be used without the express prior consent in written form by Emil Kiessling for any purposes which are not intended for the specific legal business between the Supplier and Emil Kiessling, nor made available to third parties. Emil Kiessling may request at any

time that such items and information be returned where no longer required for the execution of the delivery or service. The Supplier undertakes not to use such items or information, where this is not the intended use under the present contract and not to make such material or information available to third parties outside of the intended use under the present contract. The aforementioned obligations shall even apply beyond the term of existing contracts.

(4) Any production equipment and provisions made available by Emil including but not limited to tools, components, containers, machinery, devices, provided fabrics or recipes as well as packagings or any other items left by Emil Kiessling for the purpose of executing the contract shall remain the property of Emil Kiessling and shall only be used for the intended purpose and in accordance with the individual contract concluded with the Supplier. The Supplier undertakes to refrain from using such items, as far as this is not the intended use within the scope of this contract and shall not make such objects accessible to third parties outside the intended use under this contract. Such items shall be marked by the Supplier as the property of Emil Kiessling, carefully kept, maintained, serviced and protected against any kind of damage. Unless otherwise agreed in individual cases, the Supplier shall bear the costs of safekeeping and maintenance. The contracting parties shall share the costs of works - in the absence of any other agreement. However, where attributable to deficiencies of such items manufactured by the Supplier or to the improper use by the Supplier, its employees or other vicarious agents, such costs shall solely be borne by the Supplier. The Supplier shall notify Emil Kiessling without delay of any damage to these items, which is not insignificant only. The Supplier shall be obliged to immediately surrender the items to Emil Kiessling in proper condition upon request.

(5) Ownership of production materials, including but not limited to tools, print copies, etc., which have been produced by the Supplier for the purpose of carrying out the deliveries and/or contracts, shall be transferred to Emil Kiessling upon full payment even if they remain in the possession of the Supplier. Unless otherwise agreed in individual cases, the Supplier shall bear the costs of safekeeping and maintenance. The contracting parties shall share the costs of works - in the absence of any other agreement. However, where attributable to deficiencies of such items manufactured by the Supplier or to the improper use by the Supplier, its employees or other vicarious agents, such costs shall solely be borne by the Supplier. The Supplier shall notify Emil Kiessling without delay of any damage to these items, which is not insignificant only. The Supplier shall be obliged to immediately surrender the items to Emil Kiessling in proper condition upon request

§ 6 Warranty

(1) In the case of defects, we shall be entitled to the statutory claims without restriction. In deviation to this regulation, however, the warranty period shall be 36 months.

(2) Notice of deviations in quality and quantity shall be deemed given timely where we inform the Supplier thereof within 14 calendar days from receipt of the goods. Notice of hidden defects shall be deemed given timely where such notification is made to the Supplier within 14 calendar days from being detected. Irrespective of this, we shall charge a lump sum in the amount of 250.00 euros for each complaint.

(3) We do not waive warranty rights by accepting or approving of submitted samples.

(4) The Supplier warrants that the goods and services supplied to Emil Kiesslering are free from material and legal defects, and, in particular with regards to their properties, composition, quality, packaging, etc., correspond to the intended use resulting from the order, and that the product or service to be delivered is suitable for the purpose indicated by Emil Kiesslering. Moreover, the Supplier warrants to comply with any and all legal or official regulations in force in Germany and in the European Union (EU) including but not limited to recognized safety and health standards, the generally accepted engineering standards, any and all safety standards which are usual in the industry, as contained in the offers of the Supplier or in the orders of Emil Kiesslering as well as the specifications concerning the dimensions, quality and versions as well as the composition and that any and all necessary legal and official authorizations are available.,

(5) In the event where Emil Kiesslering is liable to pay damages to a customer for any deficiencies in the delivered goods or the service that already existed during the transfer of the risk from the Supplier to Emil Kiesslering, Emil Kiesslering may also require the reimbursement of any and all expenses incurred by it from the Supplier. In urgent cases we shall be entitled to carry out corrective measures ourselves or by third parties at the expense of the Supplier. In urgent cases, we shall still be entitled to obtain replacement deliveries from third parties. Any additional costs arising therefrom shall also be borne by the Supplier.

(6) Where samples or a reasonable random samples of a consignment significantly deviate from the contractual or statutory provisions, Emil Kiesslering shall be entitled to rescind the contract as a whole. Further statutory claims, including but not limited to such claims for corrective measures or supplementary performance, reduction or compensation, shall remain unaffected thereof.

(7) The receipt of our notice of defect in text form by the Supplier shall void the limitation of warranty claims until the Supplier rejects our claims or declares the defect remedied or otherwise refuses to continue negotiations on our claims. The written form requirement shall also be deemed fulfilled by electronic data transmission, for instance by e-mail or fax.

(8) In the case of a replacement delivery and/or removal of defects, the warranty period for replaced and reworked parts shall start anew, unless Emil Kiesslering had to assume on the grounds of the Supplier's behavior that the latter did not feel obliged to such measure but replaced the delivery or remedied the defect only as a gesture of good will or for similar reasons.

§ 7 Distribution of the Burden of Proof

(1) Where a defect in quality becomes apparent within six months after the transfer of risk, it shall be assumed that such defect already existed at the time of the risk transfer, unless such assumptions is incompatible with the nature of the item or the defect.

(2) Insofar as and to the extent that the justification of our warranty claims or our claims for damage depend on the fault of the Supplier, the latter shall state and evidence that it is not at fault. Any fault on the part of vicarious agents and other contracting parties of the Supplier shall be attributed to the Supplier.

§ 8 Liability and Exemption

(1) The Supplier shall be liable to Emil Kiessling in accordance with statutory provisions. The Supplier shall also be liable for any and all damages or expenses arising directly or indirectly from Emil Kiessling due to defects of the delivered goods or services. The Supplier shall continue to be strictly liable for the compliance with the warranties pursuant to the preceding § 6 para. 4 of the present Terms and Conditions of Purchase.

(2) Where Emil Kiessling is held accountable by third parties owing to the defectiveness of the delivered goods and/or due to infringement of legal or official safety regulations, the Supplier shall release Emil Kiessling from any and claims upon first request.

(3) In particular, the Supplier shall be responsible for any and all claims asserted by third parties on account of personal injury or property damage resulting from a defective product delivered by it, and shall be obliged to release Emil Kiessling from any liability resulting therefrom.

(4) The Supplier shall also reimburse Emil Kiessling and the customers of Emil Kiessling for any expenses incurred before or in connection with claims for the prevention of loss or damage, such as recall campaigns.

(5) The Supplier shall reimburse Emil Kiessling for any expenses it is legally obliged to bear against its customers and which are attributable to deficiencies in the goods supplied by the Supplier.

(6) The Supplier is obliged to maintain, at its own expense, a product liability insurance with a minimum coverage amount of € 5 million covering the economic consequences, including but not limited to those of civil liability, which may result from direct or indirect damage or consequential damage and which shall be borne by Emil Kiessling or third parties on the basis of the products supplied by the Supplier or its upstream suppliers or subcontractors. This insurance must also cover all economic risks resulting from recall campaigns. This insurance does not constitute a limitation on the liability of the Supplier; which remains independent of the conclusion of such insurance. The Supplier shall send Emil Kiessling a copy of the insurance policy at any time upon request.

§ 9 Intellectual Third-Party Proprietary Rights

(1) In accordance with the provisions under paragraph 2, the Supplier shall ensure that the products supplied by it are not infringed by third-party proprietary rights in countries of the European Union or other countries in which it produces products or in which it has products produced.

(2) The Supplier shall be obliged to exempt Emil Kiessling from any and all claims which third parties may raise against Emil Kiessling for the infringement of industrial property rights as referred to in paragraph 1, and Emil Kiessling shall pay any and all necessary expenses, in particular the costs of legal advice and legal defense. Such claim does not exist where the Supplier provides evidence of the fact that it is neither responsible for the infringement, nor could it have been aware of such infringement of proprietary rights at the time of delivery, with the diligence of a prudent businessman.

(3) Any further legal claims on the part of Emil Kiessling due to defects of title in the delivered products shall remain unaffected thereof

§ 10 Spare Parts

(1) The Supplier shall be obliged to provide spare parts for the products delivered to us for a period of at least ten years after delivery.

(2) Where the Supplier intends to discontinue the production of spare parts for the products delivered to us, it shall notify us immediately after the decision on such discontinuation. Subject to paragraph 1, such decision shall be made, at least six months before the production is discontinued.

§ 11 Secrecy

(1) The Supplier undertakes to keep the terms of the order as well as any and all information and documents provided for this purpose by Emil Kiessling or third parties - with the exception of publicly available information - secret for a period of three years after the contract has been concluded and to use them solely for the execution of the order. It shall immediately return them to Emil Kiessling upon request after answering the enquiries or settling the orders. Special non-disclosure agreements and legal regulations for the protection of secrets remain unaffected.

(2) The Supplier shall not refer to the business connection in advertising material, brochures, etc. nor exhibit items and / or services produced for Emil Kiessling without the prior consent of Emil Kiessling in text form.

(3) The Supplier shall oblige his subcontractors and service providers in accordance with this § 11.

§ 12 Social Responsibility and Environmental Protection

(1) The Supplier undertakes to comply with the respective statutory or official regulations on dealing with employees, environmental protection and occupational safety and to contribute to reduce adverse effects on man and environment in its activities.

(2) The Supplier shall also comply with the principles of the UN Global Compact Initiative. These principles mainly concern the protection of human rights, the right to collective bargaining, the abolition of forced labor and child labor, the elimination of discrimination on recruitment and employment, the responsibility for the environment and the prevention of corruption.

(3) The Supplier also undertakes to observe the "Reach Regulation" (Regulation (EC) No 1907/2006 of the European Parliament and of the Council dated December 18, 2006). It is therefore obliged to provide Emil Kiessling with the necessary information on the substances referred to in the "Reach Regulation" forthwith, upon first request.

§ 13 Compliance with the Minimum Wage Law by the Supplier

(1) The Supplier of services and work undertakes to ensure that it meets any and all obligations under the Minimum Wage Act ("MiLoG") as amended, in particular to pay its employees a salary at least in the amount of the statutory minimum wage in a regular and timely manner. The Supplier undertakes

to impose on its subcontractors and distributors a similar conditional obligation to the Minimum Wage Act and to monitor their adherence in an appropriate manner.

(2) At the beginning of each year, the Supplier shall give confirmation to Emil Kiessling that the provisions under the Minimum Wage Act for the past year shall be complied with and that, in the event of justified doubts, Emil Kiessling shall comply with the obligations under the Minimum Wage Act Minimum Wage Act.

(3) In the case of termination without notice for important reasons pursuant to § 14 (2) e) of the General Terms and Conditions of Purchase, Emil Kiessling shall be entitled to have goods and services not yet delivered executed by other companies within the framework of orders awarded. Any damage resulting therefrom, including but not limited to cost, shall be borne by the Supplier.

(4) In the event of a breach of the provisions of the Minimum Wage Act, the Supplier shall release Emil Kiessling from all obligations and costs resulting from Emil Kiessling upon first request and will replace Emil Kiessling resulting from the breach. This exemption and / or compensation obligation also exists in the event where the subcontractor or temp agency entrusted by the Supplier violates the provisions of the Minimum Wage Act and therefore Emil Kiessling is held responsible for this by a third party. Emil Kiessling reserves the right to assert further claims for damages.

§ 14 Termination

(1) Emil Kiessling shall be entitled, at any time and without giving reasons, to terminate the contractual relationship with the Supplier in full or in part by notification in text form, in particular to terminate or to rescind the contract. In this case, any and all work on pending transactions, including but not limited to ongoing productions, shall be suspended. Emil Kiessling shall pay to the Supplier the contractual remuneration incurred up to that point, minus any in claims for damages or compensation Emil Kiessling may be entitled to. Emil Kiessling expressly reserves the right to offset such claims. The Supplier shall allow it to have the amount credited, which it saves as a result of the termination or rescission of the contract or which it acquires from a different use of its labor or maliciously fails to acquire.

(2) Emil Kiessling has the right to terminate the contractual relationship without notice by means of notification in text form, in the existence of a good reason. Such a good reason exists in particular in the following cases:

The Supplier violates its obligations arising from confirmed orders, the business relationship or from these purchasing conditions and fails to remedy the infringement within 14 calendar days after being requested by Emil Kiessling in text form to remedy such violation.

The financial position of the Supplier or its subcontractor or previous supplier deteriorates to such an extent that the Supplier's ability to meet its obligations with respect to confirmed orders, the business relationship or from these purchasing conditions is seriously jeopardized.

Liquidation, insolvency or other procedure with a similar effect is opened against the Supplier or the opening is rejected for insufficiency of assets or other reasons.

Liquidation, insolvency or other procedure with a similar effect is opened against an upstream supplier of the Supplier or the opening is rejected for insufficiency of assets or other reasons.

The supplier is in breach of the obligations of the present Terms and Conditions of Purchase pursuant to § 5 para. 3 and 4., § 9 para. 1 and 2, § 11 and § 13.

§ 15 Final Provisions

(1) Place of performance and jurisdiction shall be the headquarters of Emil Kiessling in Georgensgmünd. The rules on the court of jurisdiction shall only apply where the Supplier is a merchant. Emil Kiessling shall also be entitled to sue the Supplier at its registered office.

(2) The law of the Federal Republic of Germany shall apply; the application of international uniform law, especially the UN purchasing law is excluded.

(3) Where individual provisions under the present Terms and Conditions of Purchase are or become invalid, the effectiveness of the remaining provisions shall remain unaffected thereof. In this case, the contracting parties shall be obliged to contribute to works out provisions helping to reach a legally effective result, which is as close as possible to the invalid provision. The same applies in the event of a contractual gap.

As of: 09/2022