

§ 1 Scope of application

(1) These General Conditions of Purchase and Performance (hereinafter referred to as “Conditions of Purchase”) shall apply to all purchase transactions (deliveries or services) of Verallia Deutschland AG (hereinafter referred to as “Buyer”) in business transactions with entrepreneurs, legal entities under public law or special funds under public law (hereinafter referred to as “Supplier”).

(2) These Terms and Conditions of Purchase shall apply exclusively, even if the Customer accepts or pays for the Supplier's deliveries or services without reservation, knowing the Supplier's terms and conditions of business. The Purchaser does not recognise any conflicting, deviating or supplementary terms and conditions of business of the Supplier, unless the Purchaser has expressly agreed to their validity in writing.

(3) These Terms and Conditions of Purchase shall also apply in their current version as a framework agreement for future purchasing transactions of the Purchaser with the same supplier, without the Purchaser having to refer to these Terms and Conditions of Purchase again in each individual case.

(4) Individual agreements made with the supplier in individual cases (including collateral agreements, supplements and amendments) shall in all cases take precedence over these conditions of purchase. Subject to proof to the contrary, a written contract or the written confirmation of the Purchaser shall be decisive for the content of such agreements.

(5) References to the validity of legal regulations have only clarifying meaning. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these Terms and Conditions of Purchase.

§ 2 Initiation of business, conclusion of contract, other declarations

(1) Irrespective of whether a contract is concluded or not, expenses incurred by the Supplier for visits, drafts, samples, specimens, cost estimates, offers etc. in the course of the business initiation do not constitute a cost obligation or any other liability on the part of the Customer, unless expressly agreed otherwise.

(2) Orders, delivery call-offs and contracts of the purchaser are only valid and binding if they are made in writing. The Supplier shall notify the Purchaser of any obvious inaccuracies (e.g. typing or calculation errors) and incompleteness of the order, including the order documents, before acceptance for the purpose of correction or completion; otherwise the contract shall be deemed not to have been concluded.

(3) The supplier is obliged to confirm the binding order in writing within a period of 5 working days or, in particular, to execute it without reservation by dispatching the goods (acceptance). A delayed acceptance shall be deemed to be a new offer and requires acceptance by the purchaser.

(4) Verbal agreements of any kind – including subsequent amendments and supplements to these Terms and Conditions of Purchase – shall only be effective and binding if and to the extent that the Purchaser confirms them in writing.

(5) Legally relevant declarations and notifications which the Supplier must make to the Purchaser or a third party must be in writing to be effective.

(6) The supplier undertakes to comply with the applicable export control regulations, sanction regulations and laws of Germany, the European Union (EU) and the United States of America.

The supplier undertakes in particular to refrain from the following transactions in any case:

- Transactions with persons, organisations or institutions that are on a sanctions list under EC regulations or US export regulations;
- Transactions with UN/EU embargo states that are prohibited;
- Transactions for which the required authorisation is not available.

The Supplier shall be liable for all expenses and damages incurred by the Purchaser as a result of any infringement.

§ 3 Delivery and performance time, delay in delivery, Contractual penalty

(1) The dates and/or periods specified in the order (hereinafter “delivery and performance time”) are binding. If the Supplier is unlikely to be able to comply with agreed delivery or performance times, it shall be obliged to inform the Purchaser thereof in writing without delay; the delivery and performance time shall not be extended thereby.

(2) In the event of a delay in delivery or performance, the customer shall be entitled to demand a contractual penalty in addition to performance for each working day of the delay in the amount of 0.1% of the order total, but no more than 5% of the order total. The Purchaser may claim the penalty until the final payment. Further legal claims remain unaffected; in relation to claims for damages § 340 para. 2 BGB applies.

(3) The unconditional acceptance of the delayed delivery or service shall not constitute a waiver of the claims for compensation to which the Supplier is entitled due to the delayed delivery or service; this shall apply until full payment of the remuneration owed by the Supplier for the delivery or service concerned.

§ 4 Delivery, documents, transfer of ownership

(1) Unless otherwise agreed, deliveries “Delivery Duty Paid” (“DDP”; Incoterms 2020) shall be made to Verallia Deutschland AG locations Bad Wurzach, Neuburg, Wirges and Essen. The place of destination is specified in the order, which is also the place of performance for the delivery and any subsequent performance (obligation to be performed at the place of delivery).

(2) Each delivery shall be accompanied by a delivery note stating the date (issue and dispatch), the contents of the delivery (item number and quantity) and the buyer's order identification (date and number). Separated from the delivery note, a dispatch

note with the same content shall be sent to the purchaser. The purchaser is not responsible for delays in processing or payment resulting from violations of the above specifications. The risk of accidental loss and accidental deterioration of the goods shall pass to the customer upon delivery at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk. The statutory provisions of the law on contracts for work and services shall also apply accordingly in other respects in the event of acceptance. If the customer is in default of acceptance, this shall be equivalent to handover or acceptance. Acceptance can only be effectively declared in writing by employees of the purchaser's purchasing department.

(3) Ownership of the goods shall pass to the customer at the latest upon payment. Any extended or expanded reservation of title is excluded.

(4) Subcontractors may only be used with the prior consent of the purchaser.

§ 5 Prices and terms of payment

(1) The price stated in the order is binding and, unless otherwise agreed, is valid for delivery "DDP" according to Incoterms 2020. All prices include statutory value added tax, unless this is shown separately.

(2) Unless otherwise agreed, the price shall include all services and ancillary services of the Supplier (e.g. assembly, installation) as well as all incidental costs (e.g. proper packaging, transport costs including any transport and liability insurance). The Supplier shall take back packaging material upon request of the Purchaser.

(3) Unless otherwise agreed, the agreed price shall be due for payment within 30 calendar days from complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If payment is made within 14 calendar days, the purchaser is entitled to deduct a 3% discount from the net amount of the invoice. Payment is subject to invoice verification.

(4) Invoices can only be processed by the purchaser if they state the order number shown in the order, in accordance with the specifications in the order; 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.

(5) The customer does not owe any interest on the due date. The Supplier's claim for payment of interest on arrears remains unaffected. The statutory provisions shall apply to the occurrence of default in payment. In any case, however, a reminder from the supplier is required.

(6) The customer is entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent permitted by law. In particular, the customer is entitled to withhold due payments as long as he is still entitled to claims against the supplier arising from incomplete or defective performance.

(7) The Supplier shall only be entitled to set-off or retention if and to the extent that his counterclaim used for this purpose is either (i) undisputed or in a title against which an appeal is not or no longer admissible, or (ii) in the case of a procedural assertion, ready for decision at the time of the last oral hearing, or (iii) in a reciprocal relationship to the main claim.

§ 6 Execution of work on the factory premises

(1) If the Supplier carries out work on the Purchaser's premises in fulfilment of the contract, the Supplier shall comply with the applicable regulations and laws as well as the Purchaser's company regulations. The Supplier shall appoint a responsible person who is obliged to consult with the Purchaser's contact person before executing the order and to take the necessary protective measures. The Supplier may only deploy sufficiently qualified employees on the Purchaser's premises.

(2) For activities on the purchaser's premises, only safe working equipment is permitted, and if electrical equipment is used, only battery-powered electrical equipment. Electricity can only be obtained on the purchaser's premises in exceptional cases and only if a calibrated meter is used. If battery operation of devices necessary for the Supplier's activities is not possible or if a calibrated meter is not available, the Supplier shall inform the Purchaser of this fact when accepting the order, stating the electrical devices and the respective connected load.

§ 7 Secrecy, Documents

(1) Unless otherwise agreed, the Supplier undertakes to treat the "Confidential Information" disclosed by the Purchaser as strictly confidential, to use it only for contractual purposes, not to use it for its own purposes or for the purposes of third parties or to disclose it to third parties without the prior written consent of the Purchaser, which the Purchaser shall not unreasonably withhold – not even in modified form – and to make it available at the Supplier's premises only to those persons who must necessarily be consulted for its use for the purpose of delivery to the Purchaser and who are also bound to secrecy; to this extent the Supplier may also make information available to its external consultants who are bound to professional secrecy. The obligation of secrecy shall not apply if the Supplier or its agents are obliged to disclose information on the basis of mandatory law or the enforceable decision of a court or authority. In this case, the Supplier shall inform the Purchaser without delay and, in consultation with the Purchaser, shall take all necessary and legally permissible measures to avoid disclosure or to ensure the most confidential treatment possible. The burden of proof for the existence of an exception from the obligation of secrecy shall be borne by the Supplier.

(2) Confidential information is, unless otherwise agreed, all information provided to the Supplier, its organs, employees, consultants or other third parties working for the Supplier by the Purchaser or a third party associated with the Purchaser in accordance with §§ 15ff. AktG (German Stock Corporation Act), directly or indirectly accessible to the Supplier, its bodies, employees, consultants or other third parties working for the Supplier by the Purchaser or a company affiliated with the Purchaser pursuant to §§ 15ff. AktG or its business activities, in particular the customers, products, product components, recipes, raw materials, production facilities, production processes including technical equipment and production sites, irrespective of whether the knowledge is available in embodied form or not; in particular, oral information is also recorded.

(3) The term Confidential Information also includes all documents, drawings, files and other types of fixation such as, in particular, plans of the Purchaser's production facilities and batch compositions handed over to the Supplier, in which the aforementioned knowledge is contained, irrespective of whether

these documents etc. were prepared by the Purchaser or third parties (“Documents”).

(4) Confidential information within the meaning of this Agreement shall also include all other information which is not, either as a whole or in the precise arrangement and composition of its components, generally known or readily accessible to the receiving party, and which is therefore of economic value to the transmitting party, where there is a legitimate interest in maintaining confidentiality, and which the receiving party does not lawfully obtain, use or disclose.

(5) Confidential Information does not include or no longer includes information which a) is generally known to the public at the time it becomes known or subsequently becomes publicly known through no fault of the Supplier, or b) is already lawfully in the Supplier's possession at the time of disclosure or is subsequently lawfully acquired by the Supplier from a third party authorised to disclose. The burden of proof that the information is not or is no longer confidential lies with the supplier.

(6) The purchaser reserves the right of ownership, copyright and any industrial property rights to all Confidential Information, in particular to all documents. This also applies to documents which are not expressly designated as “confidential”.

(7) Upon request of the Buyer, the Supplier shall return, destroy or delete all documents at the Buyer's option, insofar as they embody Confidential Information, unless the Supplier is obliged to retain them by law or by the rules and regulations of an exchange or by order of a competent court or authority or other institution. Confidential information contained in routinely electronically stored files need not be deleted, unless this would only be possible with disproportionate effort. Upon request, the Supplier shall inform the Purchaser in writing, stating reasons, which Confidential Information has been returned, destroyed or deleted and which not.

§ 8 Quality

(1) The supplier guarantees that his deliveries do not exceed the recognized rules of technology and the applicable safety regulations, in particular all applicable limits, e.g. for noise or radioactive contamination, of the European Union.

(2) When machines are delivered, it must be confirmed in particular in writing that these machines comply with the EU Machinery Directive 2006/42/EC, that an EU Declaration of Conformity is enclosed with each machine and that the CE mark is affixed to each machine.

§ 9 Warranty for defects, liability of the supplier for damages

(1) In the event of a material defect or defect of title, the purchaser is entitled to the full extent of the statutory claims, unless otherwise provided for below.

(2) The Supplier warrants that its deliveries and/or services comply with the latest state of the art, the agreed properties/specifications and other requirements expressly placed on them. The Supplier warrants that its deliveries and/or services are free of defects (in particular in design, production and material) and that they are suitable for the special purposes for which they were ordered by the Purchaser.

(3) The right to choose the type of supplementary performance is entitled to the purchaser. The place of performance for subsequent performance is the intended location of the item. This is the place where the item is located at the time of the notification of defects. The supplier may refuse the type of subsequent performance chosen by the purchaser if it is only possible at disproportionate expense. The purchaser expressly reserves the right to claim damages, including damages in lieu of performance, for any degree of fault and in full.

(4) Within the scope of subsequent performance, the Supplier shall bear all costs incurred by it or the Customer as a result thereof, e.g. transport, travel, labour and material costs or costs for an incoming goods inspection exceeding the usual scope. The same applies to any dismantling and installation costs that may be incurred. In the event of subsequent delivery, the Supplier shall take back the defective products at its own expense.

(5) If the Supplier does not begin to remedy the defect after being requested by the Purchaser to do so, the Purchaser shall, in urgent cases and after setting a reasonably short deadline for remedy, in particular to avert acute danger or to avoid major damage, be entitled to remedy the defect itself or have it remedied by third parties at the Supplier's expense.

(6) In accordance with the statutory provisions, the Supplier shall be liable in particular for ensuring that the goods have the agreed quality at the time of transfer of risk to the Purchaser. In any event, those product descriptions which – in particular by designation or reference in the Purchaser's order – have become the subject matter of the respective contract or have been incorporated into the contract in the same way as the Conditions of Purchase shall be deemed to be an agreement on quality within the meaning of the law. It makes no difference whether the product description originates from the purchaser, the supplier or the manufacturer.

(7) Notwithstanding § 442 para. 1 sentence 2 BGB, the warranty rights for defects shall also exist without restriction if the defect remained unknown to the customer at the time of conclusion of the contract due to gross negligence.

(8) Should the customer be responsible for the inspection of the goods and the notification of defects according to § 377 HGB (German Commercial Code), the customer will only check immediately after receipt of the goods whether they correspond to the ordered quantity and type and whether there are externally visible transport damages or defects. If the purchaser discovers a defect during the aforementioned inspections, he shall notify the supplier of this defect without delay. If the purchaser later discovers a defect, he shall notify the supplier of this immediately after discovery. In this respect, the supplier waives the objection of delayed notification of defects. Unless otherwise expressly agreed in writing, the Purchaser shall not be obliged to carry out any further tests and notifications other than those mentioned above.

(9) The period of limitation for claims for defects is 36 months, calculated from delivery in accordance with § 4 (1) or acceptance. Longer statutory periods of limitation shall remain unaffected. If the supplier fulfils his obligation of subsequent performance by means of a replacement delivery, the limitation period for the goods delivered as replacement shall start anew after their delivery. The statutory provisions shall apply in the case of material defects in delivery items which are used for a building in accordance with their usual use or defects of title.

(10) The supplier shall be responsible for the fault of his subcontractors as if it were his own fault.

§ 10 Product liability, insurance

(1) In the event that a claim is made against the purchaser on the basis of product liability, the supplier is obliged to indemnify the purchaser from such claims if and to the extent that the damage was caused by a defect in the delivery item delivered by the supplier. In cases of fault-based liability, however, this only applies if the supplier is at fault. If the cause of the damage lies within his area of responsibility, he must prove that he is not at fault.

(2) In the cases of the above § 10 para. (1), the supplier shall bear all costs and expenses, including the costs of any legal action and of any necessary recall actions, unless the costs are not necessary and not reasonable overall.

(3) In all other respects the statutory provisions shall apply.

(4) The Purchaser shall inform the Supplier – as far as possible and reasonable – of the content and scope of the recall measures to be carried out and shall give the Supplier the opportunity to comment. Other statutory claims shall remain unaffected.

(5) To cover the risks of product liability, including the risk of recall, the Supplier shall be obliged to take out and maintain product liability insurance with a lump sum coverage of at least EUR 15 million per personal injury/property damage; however, the claims of the Purchaser shall not be limited to the amount covered.

§ 11 Property rights

(1) The Supplier shall ensure that the Purchaser or the Purchaser's customers do not infringe any trademark, company, name, patent, utility model, design patent, equipment, design or copyright of third parties, including corresponding applications for industrial property rights (hereinafter referred to collectively as "Industrial Property Rights") in the Supplier's country of origin and in the EU by procuring, possessing, offering, using, processing or reselling the Supplies and/or Services.

(2) If the Supplier culpably violates the obligation according to the above § 11 paragraph (1), he shall indemnify the Purchaser on first demand against any claims of third parties arising from such actual or alleged violations of industrial property rights; the Purchaser shall not be entitled to enter into any agreements with the third party – without the Supplier's consent – in particular not to conclude a settlement. The Supplier's obligation to indemnify relates to all costs and expenses necessarily incurred by the Purchaser from or in connection with the claim by a third party.

(3) The above § 11 paragraph (1) shall not apply if the deliveries and/or services have been manufactured by the Supplier according to drawings, models or other detailed information provided by the Customer and if the Supplier was neither aware nor should have been aware that this would infringe the property rights of third parties.

(4) The parties are obliged to inform each other immediately of any risks of infringement of industrial property rights and alleged cases of infringement that become known and to take amicable action against corresponding infringement claims within the scope of what is reasonable.

(5) The period of limitation for these claims is 36 months, calculated from delivery according to § 4 (1) or acceptance.

§ 12 Rights of use

(1) The Supplier shall grant the Purchaser the right to use the supplies – and insofar as a plant to be supplied contains a control system which is protected by copyright or by industrial property rights, in particular also this control system – without restriction in terms of time, place and content upon payment of the agreed remuneration. This includes in particular the right to read out the control system itself or have it read out by third parties and to reproduce, translate, process, arrange or otherwise rework and further develop the control system and to use the results of such work (hereinafter referred to as "modified control system") and for the purposes of the Supplier's own company and affiliated companies on any equipment and in systems and networks connected thereto or to have them used. For this purpose, the Supplier shall supply the Purchaser with the equipment unencrypted, non-copy-protected software modules supported by the equipment and unrestricted access to the respective source codes. If the control system has been specially created for the Purchaser, the right of use is granted as an exclusive right that can be freely sublicensed, otherwise as a non-exclusive right, the sublicensing of which must be agreed with the contractual partner.

(2) If the purchaser, as the holder of a non-exclusive right of use, initiates a modification of the control system and operates a larger number of systems with the modified control system than contractually agreed, the supplier shall receive additional remuneration, the amount of which is to be determined by the purchaser and, in the event of a dispute, to be reviewed by the Ravensburg Regional Court.

(3) Together with the plant, the supplier delivers to the customer a specified documentation of all interfaces, which contains the control system. The purchaser is free and entitled to use the information contained therein without any restriction. In addition, the Supplier grants a right of use for the technical program implementation ("interface system"), the scope of which is determined by the scope of the rights granted to the control system. In particular, the Purchaser shall be entitled hereunder to also transfer the Interface System to third parties in order to obtain offers for a modification of the control system in accordance with the above provision for the purposes of the Purchaser and affiliated companies, to have such work carried out and to offer and have other services in connection with the operation of the systems.

§ 13 Data collection

The customer points out that he stores personal data exclusively in compliance with the legal regulations and stores them in connection with business transactions, with which the supplier agrees.

§ 14 Choice of law and place of jurisdiction

(1) The law of the Federal Republic of Germany applies exclusively, with the exception of the conflict of laws. The application of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

(2) Exclusive – also international – place of jurisdiction for all disputes arising directly or indirectly from the business

relationship between the purchaser and the supplier is the registered office of the purchaser in Bad Wurzach. However, the purchaser is also entitled to take legal action against the supplier at the latter's registered office or place of performance. Mandatory statutory provisions concerning exclusive places of jurisdiction remain unaffected.

§ 15 Severability Clause

(1) Should any provision of these terms and conditions of purchase be or become void or ineffective, this shall not affect the validity of the remaining provisions of the contract.

(2) Insofar as the contract or these terms and conditions of purchase contain loopholes, those legally effective regulations shall be deemed agreed to fill these loopholes which the contracting parties would have agreed to in accordance with the economic objectives of the contract and the purpose of these terms and conditions of purchase if they had been aware of the loophole.