

GENERAL TERMS AND CONDITIONS OF PURCHASE OF UCON Container System GmbH Version valid from **21 October 2024**

The following terms and conditions are applicable in business transactions with companies (§ 14 BGB), legal entities under public law or special funds under public law (hereinafter: "Supplier"). These General Terms and Conditions shall apply to all orders placed by UCON Container System GmbH (hereinafter: "we, us").

1. General, Scope of Application, Offer and Conclusion

1.1 All deliveries and services of the Supplier shall be made exclusively on the basis of these General Terms and Conditions of Purchase. Any deviations shall require our express written consent. Deviating or supplementary terms and conditions of the Supplier are hereby expressly rejected; such terms and conditions of our Suppliers shall not apply even if we do not object to their validity in individual cases. 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 any agreement to the validity of those terms and conditions.

1.2 These General Terms and Conditions shall also apply in their respective current version to all future transactions with the Supplier, even if their application is not expressly agreed again.

1.3 Offers by the Supplier are free of charge, binding for at least 5 working days and can be accepted by us at any time during this period. The Supplier shall not deviate from our enquiry in its offer.

1.4 Our orders are freely revocable until receipt of the order confirmation or - in the absence of an order confirmation - until delivery. The Supplier is obliged to confirm our order within a period of 3 working days by means of an order confirmation in text form or by delivery. A delayed order confirmation shall be deemed a new offer and requires our confirmation.

2. Prices, Invoice and Payment

2.1 The agreed prices are net and fixed prices including packaging and delivery.

2.2 Invoices shall contain our order, item and commission numbers as well as all details required for VAT purposes.

2.3 Invoices which do not meet the above requirements may be rejected by us.

2.4 Unless agreed otherwise, the term of payment shall be "within 45 days strictly net". Payment periods shall commence upon delivery and receipt by us of the invoice in accordance with the above requirements; if a credit note procedure is used, payment periods shall commence upon the date on which the receipt of the goods is recorded. If acceptance of the goods is required, payment periods shall not commence before we declared such acceptance.

2.5 Payment does not imply acceptance of conditions and prices and does not affect our warranty rights.

2.6 In the event of defects identified by us, we reserve the right to withhold the agreed purchase price in part or in full until receipt of a defect-free subsequent delivery or successful rectification.

3. Delivery Time, Partial Deliveries, Contractual Penalties

3.1 The Supplier shall comply with the agreed delivery dates or delivery periods. Decisive for compliance with the delivery date or delivery period is the receipt of the goods at the place of receipt or use specified by us, in the case of deliveries with installation, assembly or other services, their acceptance by us. We are not obliged to accept the goods before the agreed delivery date. The Supplier may only invoke the absence of necessary documents to be supplied by us if he has sent a written reminder for the documents and has not received them within a reasonable period of time.

3.2 Partial deliveries or partial services require our prior express consent.

3.3 If the Supplier realises that agreed deadlines cannot be met, he shall inform us immediately in writing, stating the reasons and the expected duration of the delay.

3.4 In the event of a delay in delivery for which the Supplier is responsible, we may - in addition to further statutory claims - demand a contractual penalty of 1% of the order value of the delayed goods or services for each full week of delay, up to a maximum of 5% of the order value. We reserve the right to claim the contractual penalty until final payment. We reserve the right to assert any further actual damage caused by delay. The Supplier reserves the right to prove that we have incurred no or only minor damage.

4. Amendments and Additions

4.1 We shall be entitled to demand reasonable amendments and additions of/to the order at any time at our reasonable discretion until delivery (in the case of contracts for work and labour: until acceptance by us) of the goods. The Supplier shall be obliged to propose any amendments and additions which the Supplier considers necessary and expedient with regard to the successful fulfilment of the contract. After our written consent, the Supplier shall implement such amendments and additions.

4.2 If amendments or additions result in an increase or reduction in costs and/or a missed deadline, the Supplier shall be obliged to inform us about such results with the proposal or immediately after receipt of our request and to submit a corresponding supplementary offer. The remuneration shall be adjusted taking into account the change in costs of the Supplier.

5. Quality Assurance and Audits

5.1 The Supplier shall maintain a quality management system and provide us with proof of its certification in accordance with DIN EN ISO 9001 in its current version. Upon request, the Supplier shall provide us with proof of the quality of the goods by means of a test certificate in accordance with EN 10204. If the Supplier is not certified

accordingly, the delivery/service shall be provided in accordance with the latest state of the art and in compliance with all applicable regulations.

5.2 Any necessary material certificates for raw materials shall be prepared at the Supplier's expense and sent to us together with the goods at the latest.

5.3 Following prior notification, we are entitled to have the execution of the order and the Supplier's quality assurance inspected during normal operating hours at the Supplier's plant by our own employees or third parties authorised by us. Each party shall bear the costs incurred by the inspection. The Supplier shall ensure through agreements with its subcontractors that we are granted corresponding inspection rights in relation to such subcontractors.

5.4 If the test plan submitted by us to the Supplier requires our participation in certain tests, the Supplier shall notify us at least 10 days in advance that the goods are ready for testing and shall agree on a test date with us. If the inspection does not take place on the agreed date for reasons attributable to the Supplier or if defects in the goods require repeated or further inspections, the Supplier shall reimburse our expenses incurred in connection with such further inspections.

5.5 If the Supplier is obliged to provide material and/or test certificates, he shall bear the costs for this, unless otherwise agreed. The material and/or test certificates or a corresponding interim certificate shall be available at the time of delivery.

5.6 Inspections and/or any submission of supporting documents do not release the Supplier from its responsibility for the delivery of defect-free goods.

6. Shipping and Delivery Conditions

6.1 Unless explicitly stated otherwise in our order, the goods shall be shipped "Delivered Duty Paid" (DDP, INCOTERMS 2020) to the designated place of delivery specified by us. If freight costs are to be borne by us on the basis of an individual agreement, the Supplier shall choose the most cost-efficient shipping method. The delivery shall be accompanied by a delivery note and packing slip. The order number, order item, order number and details of the place of delivery and the recipient of the goods shall be listed in full in all shipping documents and on the outer packaging.

6.2 If, by way of deviation from sec. 6.1, delivery EXW (INCOTERMS 2020) is agreed, the Supplier shall have the transport carried out by the freight forwarder specified in the order. If we do not specify a freight forwarder or mode of transport, the goods shall be shipped using transport-safe packaging at the lowest possible transport costs. Additional costs due to non-compliance with the shipping instructions or due to accelerated transport to meet the agreed deadline shall be borne by the Supplier, unless the Supplier is not responsible for the additional costs. The Supplier shall only be entitled to take out transport insurance at our expense if we have agreed to this in advance in writing; we shall not be obliged to reimburse any transport insurance taken out by the Supplier without prior agreement with us.

7. Transfer of Risk and Ownership

Risk and title to the goods shall pass to us upon arrival of the delivery at the place of receipt or, in the case of delivery including installation or assembly and in the case of other work services, upon acceptance. Retentions of title by the Supplier shall only apply insofar as they relate to our payment obligation for the respective goods to which the Supplier retains title. In particular, extended or prolonged reservations of title are not permitted. The Supplier guarantees that there are no third-party rights to the goods and shall indemnify us against any third-party claims in this regard.

8. Claims for Defects

8.1 Strict compliance with the specifications stated in the order, as well as the recognised state of the art, the generally recognised technical and occupational health and safety regulations of authorities and professional associations and the relevant standards and legal provisions and - in the case of machines, equipment or systems - the special safety regulations for machines, equipment and systems applicable at the time of performance of the contract, including CE marking, are among the Supplier's essential obligations. The Supplier warrants that its deliveries and services comply with these recognised rules as well as the statutory and official regulations and that they are free from design, manufacturing and material defects. The Supplier shall be obliged to notify us in writing in good time prior to implementation of any changes regarding formulation, raw material substitution, process changes, machine and plant modifications and production controls which have a possible or actual influence on the quality or design of the ordered goods; the Supplier shall be obliged to obtain our prior written approval before implementing any change.

8.2 The limitation period for claims for defects is 36 months, unless the statutory limitation periods are longer in which case such longer period shall apply. The limitation period pursuant to Art 39 (2) CISG (where applicable) shall not end before the expiry of the limitation period set out in this sec. 8.2. The limitation period shall be extended by the period of time between the first notification of a defect and the subsequent fulfilment. For repaired or newly delivered parts, an independent limitation period of 24 months calculated from the date of complete fulfilment of the claim for subsequent performance shall apply, unless the subsequent performance merely causes insignificant efforts and is not expressly carried out as a gesture of goodwill. Such independent limitation period shall not end before, but no later than 6 months after the expiry of the initial limitation period.

8.3 In the event of defects, the statutory provisions shall apply provided that we shall be entitled, at our discretion, to demand rectification or delivery of a new good within the scope of supplementary performance. In urgent cases, in particular to avert imminent danger to life and health or to avoid major damage, we shall be entitled, even without prior request, to carry out the necessary rectification ourselves, have it carried out by third-parties or procure a replacement good at the expense and risk of the Supplier.

8.4 If no supplementary performance takes place despite the setting of a reasonable deadline or if a timely supplementary performance is not possible, fails or is unreasonable for us, we shall be entitled to withdraw from the contract at any time within the limitation period pursuant to sec. 8.2 without prejudice to our further rights. The period pursuant to Art. 49 para. 2 CISG (if applicable) shall not

end before the expiry of the limitation period stipulated in sec. 8.2.

8.5 When carrying out the supplementary performance, the Supplier shall consider and follow our operational requirements.

8.6 The Supplier shall inspect and document the quality of the deliveries prior to delivery. Our obligation to inspect incoming goods is therefore limited to defects which become apparent upon external inspection, including the delivery documents, as well as during quality control by random sampling (e.g. transport damage, incorrect and short delivery). If an acceptance of the goods by us has been agreed, there is no obligation to inspect. In all other cases, our obligation to inspect shall be dependent 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 detected at a later time remains unaffected. If the Supplier has its registered office in Germany, any defects shall in any case be deemed to have been notified in good time if we notify them within 5 working days of receipt of the goods or, if a defect is detected at later time (hidden defect), within 5 working days of its detection. If the Supplier is based outside Germany, any defects shall in any case be deemed to have been notified in good time if we notify them within 4 weeks of the time at which we detected them or should have detected them.

8.7 Among other things, we manufacture containers for the transport and storage of industrial goods and food. If defective parts received from the Supplier are used in the manufacture of these containers and lead to a defect, we may be liable to our customers for consequential damages, for example due to spoilage or contamination of goods, loss of production, property damage and personal injury.

9. Compulsory Insurance

The Supplier shall take out sufficient liability insurance for damages for which it or its vicarious agents are responsible, with coverage of at least EUR 10,000,000.00 per event, at its own expense and maintain it during the business relationship with us. Proof of the amount of coverage shall be provided to us on request.

10. Right to Withdraw from the Contract

10.1 We reserve the right to withdraw from the contract in whole or in part if the Supplier suspends payments or if his economic situation deteriorates after conclusion of the contract to such an extent that the Supplier's performance in accordance with the contract is seriously jeopardised.

10.2 A right to withdraw shall also exist without the existence of the prerequisites for a delay in delivery if delays in order processing by the Supplier become apparent before the delivery date and the Supplier's ability to perform on time is crucial to us so that we cannot reasonably be expected to wait until the delayed delivery occurs. A change in the Supplier's ownership structure shall also give rise to a right of withdrawal for us, unless no detrimental effects are to be expected as a result of such change.

10.3 Should circumstances beyond our control, such as force majeure events, cause the purpose on which the order is based to cease or change significantly, we reserve the right to withdraw from the contract in whole or in part and to refuse delivery.

11. Models, Tools, Documents and Confidentiality

11.1 The release of drawings, plans, calculations or other documents of the Supplier by us shall not affect the Supplier's responsibility for their correctness, completeness and suitability for the purpose of the contract.

11.2 Models, samples, tools and other means of production and materials as well as drawings, plans, calculations and other documents which we make available to the Supplier directly or indirectly or which the Supplier produces on our behalf and for our account shall become or are and remain our exclusive property. The Supplier may only use these means of production and documents for the contractual purpose and may not make them accessible to third parties without our prior consent.

11.3 The Supplier shall return to us in full or destroy upon request all models, samples, tools and other means of production and materials as well as drawings, plans, calculations and other documents including copies and samples made by him according to our instructions or on our behalf. The Supplier has no right of retention in this respect. The Supplier shall do everything in his power to procure for us the unrestricted property rights to documents and items produced by him.

11.4 The Supplier shall keep confidential all information and all other knowledge obtained in connection with the contractual co-operation about the operational and business processes of us or our customers, and shall only use such information and knowledge exclusively for the contractual purpose.

12. Infringement of Intellectual Property Rights

The Supplier warrants that the use of its deliveries and services by us in line with the contract does not infringe the rights of third parties. The Supplier shall indemnify us against all third-party claims asserted for infringement of intellectual property rights, insofar as such claims are based on circumstances for which the Supplier or its sub-supplier is responsible. Any licence fees, expenses or costs incurred by us in order to defend ourselves against claims or to avoid or eliminate infringements of intellectual property rights shall be borne by the Supplier.

13. Right of Retention, Offsetting and Assignment

13.1 In addition to any statutory rights, we are entitled to offset claims against and to exercise a right of retention in relation to counterclaims arising from another business transaction with the Supplier.

13.2 The Supplier shall only be entitled to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship or on an uncontested or legally established claim. The Supplier may only set off counterclaims that are uncontested or have been recognised by declaratory judgement or are reciprocal to our claims.

13.3 The Supplier may not assign its contractual claims against us to third parties, either in whole or in part, without our express prior consent.

14. Subcontractors

The Supplier may only transfer the fulfilment of the order in whole or in part to third parties with our express prior consent. The Supplier shall remain fully responsible for the fulfilment of the contract even in the event of consent granted in relation to such subcontracting.

15. Advertising

The Supplier may only refer to the business relationship with us with our express prior consent.

16. Compliance with Applicable Laws, Code of Conduct

The Supplier undertakes to fully comply with the current version of our Code of Conduct. The current Code of Conduct will be made available to the Supplier on request and can furthermore be accessed via [\[link to homepage\]](#).

17. Due Diligence Obligations regarding Supply Chains

17.1 The Supplier undertakes to manage and organise its own company and business operations in such a way that the Supplier does not violate either the human rights-related or the environmental law-related prohibitions pursuant to Section 2 (2) and (3) of the Act on Corporate Due Diligence Obligations for the Prevention of Human Rights Violations in Supply Chains (Lieferkettensorgfaltspflichtengesetz – LkSG) (hereinafter: "Due Diligence Obligations"). In addition, the Supplier shall impose these Due Diligence Obligations on all up-stream suppliers, service providers or other business partners with whom the Supplier has concluded or will conclude contracts in order to be able to fulfil its obligations under contracts concluded with us (hereinafter: "Sub-Supplier(s)"). The Supplier shall ensure that the Supplier is entitled to audit each Sub-Supplier at least once a year and on an ad hoc basis (i.e. if the Supplier has reasonable grounds to believe that a Sub-Supplier is not complying with the Due Diligence Obligations) with regard to compliance with the Due Diligence Obligations. If the Supplier becomes aware or has reasonable grounds to believe that a Sub-Supplier or a supplier of the relevant Sub-Supplier is in breach of the Due Diligence Obligations, the Supplier shall immediately inform us in writing. In such a case, the measures to be taken by the Supplier vis-à-vis the Sub-Supplier will be coordinated with us and will only be carried out with our prior written consent.

17.2 The Supplier undertakes to document in writing all measures taken by the Supplier to fulfil the obligations set out in sec. 17.1 above and to retain such documentation for the duration of the business relationship with us. Upon our request, the Supplier shall provide us with all documentation in this regard.

17.3 We are entitled to audit the Supplier at least once a year and on an ad hoc basis (i.e. if we have reasonable grounds to believe that the Supplier is in breach of the Due Diligence Obligations) with regard to compliance with the Due Diligence Obligations. In the context of such an audit, we shall in particular be entitled to enter all business premises and production sites of the Supplier and to examine the documentation referred to in sec. 13.2 above.

18. Data Protection

We collect, process or use personal data only in compliance with applicable data protection regulations. For details, please refer to our privacy policy which is available via <https://uconcs.com/en/privacy-policy/> and can also be requested from us anytime.

19. Place of Fulfilment, Applicable Law, Place of Jurisdiction

19.1 The place of fulfilment for all obligations arising from this contractual relationship is Hausach, Germany.

19.2 The contractual relationship shall be subject to the laws of the Federal Republic of Germany and, if applicable, the United Nations Convention on Contracts for the International Sale of Goods (CISG).

19.3 The courts at our registered office shall have exclusive jurisdiction for all disputes arising directly or indirectly from this contractual relationship. Furthermore, we are entitled to sue the Supplier either at the court of its registered office or its branch office.