

General Terms and Conditions of Purchase for Peter Greven GmbH & Co. KG

§ 1 Validity of the conditions

1. All our orders and inquiries are made exclusively on the basis of these General Terms and Conditions of Purchase. These shall therefore also apply - in the respective current version - to all future business relations with the Supplier, even if not expressly agreed once more. The Supplier's general terms and conditions shall not become part of the contract even if we do not expressly object to them; they shall also not become valid through our acceptance of the delivery or provision of payments without further reservation even if we are aware of the Supplier's terms and conditions.
2. Insofar as the contractual agreements refer to Incoterms, the 2020 version shall be applicable.

§ 2 Offers from the Supplier

1. Offers from the Supplier shall be made to us free of charge and shall be binding upon the Supplier. In its offer, the Supplier must adhere exactly to our request with regard to quantity and quality and must expressly point out any deviations to us.
2. Alongside the offer, the Supplier shall send us all necessary data sheets, formulations, drawings and documents required to elucidate the technical details of the item to be delivered. Should we discuss or otherwise participate in development or testing, this shall not relieve the Supplier of its sole responsibility for the product and any resulting warranty or other obligations. Without prejudice to the requirements and specifications made by us, the Supplier shall also be obliged to include in its offer all supplies and services necessary for us to be able to use the product as intended.

§ 3 Order / Scope of delivery

1. Orders are only binding for us if they are placed in writing or in text form. Verbal and telephonic agreements, ancillary agreements, or amendments must be confirmed by us in writing or in text form to be binding. This also applies to additionally agreed deliveries or services. Silence on our part in response to any proposals, demands, etc. from the Supplier shall never constitute our consent to the Supplier's proposal.

Deliveries and services in accordance with our General Sales, Delivery and Payment Terms.
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Register Court Bonn HRB-Nr. 10966 · Managing director: Peter Greven, Werner Heiliger, Dr. Hermann Josef Stolz

Head Office:
Peter-Greven-Str. 20 – 30
D-53902 Bad Münstereifel
Phone: +49 (22 53) 313-0
Fax: +49 (22 53) 313-134
E-mail: Greven@Peter-Greven.com
St.-Nr.: 5209/5751/0350
Our VAT-IdNo.: DE122397700

Banks:
Kreissparkasse Euskirchen BLZ 382 501 10 Kto. 1 018 225
IBAN DE 97 3825 0110 0001 0182 25 / BIC WELA DE D1 EUS
Commerzbank Euskirchen BLZ 380 400 07 Kto. 326 480 100
IBAN DE 94 3804 0007 0326 4801 00 / BIC COBA DE FF 383
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2. Each order that the Supplier wishes to accept from us must be confirmed by the Supplier in writing or in text form. If we do not receive the order confirmation within two weeks of receipt of the order by the Supplier, we shall no longer be bound by the order. If business contact is initially made informally, our written order shall be deemed a commercial confirmation letter.
3. An order confirmation that deviates from our order shall not be recognised by us, even if we have not objected to it in writing.
4. We may request changes to the delivery item / delivery date from the Supplier even after conclusion of the contract, provided that this is reasonable for the Supplier and taking due account of the Parties' mutual interests. In such cases where the contract is amended, the impact on both sides, especially with regard to additional or reduced costs as well as delivery dates, shall be taken into account appropriately.
5. If the Supplier recognises on the basis of its expertise that an order is incomplete or that the purpose we are pursuing with the order cannot be achieved by its delivery, it shall inform us of this immediately and comprehensively in writing.
6. The Supplier is obliged to provide all drawings and documents that we or our customers may require to use, store, or transport the delivery item in good time, however no later than upon delivery, without being requested to do so and free of charge.

§ 4 Delivery time

1. The delivery times and dates stated in our order are binding, unless the Supplier has expressly objected to them in writing or we have agreed different dates with the Supplier in writing. If we have not stated any delivery dates in our order, the delivery dates stated by the Supplier shall be binding. Decisive for compliance with the delivery date or delivery deadline shall be the receipt of the goods at the place of use specified by us or - if acceptance is required - the date of successful acceptance.
2. The Supplier shall be entitled to make partial deliveries and render partial services only with our prior written consent.
3. If the Supplier recognises that the agreed deadlines cannot be met, it must inform us immediately in writing, stating the reasons and the duration of the delay.

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4. Acceptance of the delayed delivery or service does not constitute a waiver of claims or rights.
5. If the agreed dates are not met due to circumstances for which the Supplier is responsible, we shall be entitled, after the expiry of a reasonable grace period set by us, to demand damages instead of performance, to procure a replacement from a third party at the Supplier's expense and/or to withdraw from the contract at our discretion. In the event of repeated delivery delays, we shall be entitled, after prior written warning, to withdraw with immediate effect from all orders not yet fulfilled by the Supplier at that time.
6. If the Supplier is affected by force majeure (e.g. labour disputes at the Supplier, riot, war, fire, flood) and is unable to meet the agreed deadline or the agreed date, the delivery period shall be extended in proportion to the period of disruption. The Supplier may only invoke the aforementioned reasons if it informs us of such impediments and their expected duration immediately. If the disruption is not just temporary and acceptance is unreasonable for us as a result of the delay, we shall be entitled to withdraw from the contract with regard to the part that is not yet fulfilled. In the event of partial performance, we shall be entitled to withdraw from the contract in its entirety if we have no interest in partial performance.
7. In all other respects, the statutory provisions shall apply with regard to the Supplier's liability for delays.

§ 5 Prices, shipping, packaging, transfer of risk and ownership

1. The agreed prices are fixed; costs for packaging, freight and transport to the shipping address specified by us or the point of use are included in these prices. Should we have to bear the transport costs in accordance with the contractual agreement, the most financially favourable transport option for us shall be selected for delivery.
2. Shipment takes place at the risk of the Supplier. The risk of any deterioration, including accidental loss, shall be borne by the Supplier until delivery at the shipping address or point of use as requested by us. The transport risk is to be insured by the Supplier.
3. Ownership of the delivered goods shall be transferred to us at the time of handover. Any extended or expanded retention of ownership by the Supplier shall not be recognised by us.

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§ 6 Warranty and liability

1. Warranty and liability shall be governed by the statutory provisions unless otherwise provided for in these Terms and Conditions or in any other written agreement between us and the Supplier.
2. The Supplier shall ensure that all items and services it delivers comply with the most recent state of the art, all relevant legal provisions and all the regulations and guidelines of the authorities, professional associations and trade associations, as well as the prescribed formulas, ingredients, purities, functions, and specifications. This shall also apply accordingly to compliance with all technical data and quality standards specified in our orders, data sheets, drawings and/or delivery specifications which determine the envisaged quality of the product or service to be rendered by the Supplier. The Supplier must obtain our written consent if deviations from these regulations are necessary in the individual case. The warranty obligation of the Supplier shall not be affected by this consent. If the Supplier has reservations about the type of execution requested by us, it must inform us of this in writing without delay.

If we do not make any other agreements with the Supplier regarding the target quality of the products, the Supplier's product specifications (in catalogues for example) shall be deemed to have been agreed as a minimum specification.

3. The statutory provisions of the German Commercial Code (Sections 377, 381 HGB) shall apply to the commercial obligation to examine the goods and to give notice of defects, subject to the following proviso: Our obligation to examine the goods shall be limited to defects which become apparent upon external examination including delivery documents during our incoming goods inspection (e.g. damage in transit, wrong delivery or insufficient quantity of products) or which are identifiable during our quality control with appropriate random samples. In other respects, it depends on the extent to which an investigation is feasible in the ordinary course of business, taking into account the circumstances of each individual case. Our obligation to give notice of defects discovered later remains unaffected.

If there is an obligation to give notice of defects, such notice shall be deemed to have been given in good time if it is received by the Supplier three working days after delivery of the goods in the case of obvious defects or fourteen working days after a hidden defect has been detected or could be detected upon due inspection.

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If we have agreed on acceptance with the Supplier, this shall supersede the obligation to inspect and give notice of defects; in this case, we shall have no additional obligation to inspect and give notice of defects.

4. Notice of defects in the delivery / service provided during the warranty period, which also includes non-compliance with guaranteed dates and the absence of guaranteed features or agreed qualities, shall be remedied by the Supplier upon request without undue delay and free of charge at our discretion either by a new delivery of replacement products or by rectifying the defect. In this context, the Seller shall also bear the expenses necessary for the subsequent performance (in particular transport, travel, labour, and materials costs).

If the defective item has been installed in or attached to another item as per its nature and intended use, the Supplier shall also be obliged within the scope of subsequent performance to reimburse the necessary expenses for the removal of the defective item or the installation of the repaired or redelivered defect-free item. The provisions of the German Civil Code, Sections 439 para. 4, 445a, 475 BGB, remain unaffected.

Further legal claims, in particular the right to rescission, reduction of price and/or claims for damages, remain unaffected.

5. If the Supplier is culpable for having failed to meet its warranty obligation within a reasonable period set by us, we may take the necessary measures ourselves or have them taken by third parties at the Supplier's expense and risk, without prejudice to its warranty obligations. In urgent cases we may, subject to consultation with the Supplier, carry out rectification works at the Supplier's expense directly or have them carried out by a third party. We may remedy minor defects ourselves in the interest of performing our obligations to our customers in a timely manner without prior consultation and without this affecting the Supplier's warranty obligations. The same applies if unusually high damages are imminent.
6. The warranty period shall be 36 months, unless we have expressly agreed otherwise in writing with the Supplier, or the law stipulates a longer warranty period for the product to be provided by the Supplier. The warranty period shall commence at the earliest when the goods are handed over to us or the third party designated by us at the place of delivery or point of use specified by us. If acceptance is required, the warranty/guarantee period shall commence on the acceptance date stated in our acceptance declaration. The warranty periods shall be extended for replacement parts in proportion to the period during which the defective item cannot be used as intended due to the defect. In the event of subsequent

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- performance, the original warranty period for the replaced or newly delivered parts shall begin anew.
7. Acknowledgment of receipt of delivery items or their acceptance shall not relieve the Supplier of its warranty obligations even in the event that we know of a defect.
 8. The approval of data sheets, formulations or drawings submitted to us by the Supplier does not relieve the Supplier of its warranty obligations.
 9. If claims are asserted against us by third parties due to a defect in the product delivered by the Supplier, the Supplier shall indemnify us against all claims resulting from this, unless the Supplier is not responsible for the defect. In addition, we shall be entitled to demand that the Supplier reimburse us for any damages we incur, including reasonable legal costs. This damage shall also include the costs of a precautionary recall, if appropriate in the interests of our customers or for the protection of external third parties at our due discretion. The Supplier shall reimburse us for the costs of such a recall, even after the warranty period has expired if we carry out the recall in response to an official order or to avert risk to life and limb of the product users or external third parties.
 10. The Supplier is not entitled to change the delivery item after conclusion of the contract or during the delivery period without our express written consent. This shall also apply to the most minor changes and even if the specifications, formulations, analyses, manufacturing processes, dimensions, etc. prescribed by us in detail remain unchanged. Changes to the product to be delivered by the Supplier are only permitted upon our written declaration of consent. If the Supplier is culpable for failing to comply with this obligation, it shall be liable for all costs incurred by us or third parties as a result of this breach of duty, e.g. those arising from subsequent investigations, expert opinions, additional calculations, follow-up actions, replacement deliveries etc.
 11. The Supplier shall insure itself against all product liability risks to an appropriate level and provide us with annual proof of insurance without being requested to do so.

§ 7 Third-party rights

1. If licence fees are incurred for the contractual use of the delivery item, including in connection or interaction with other items, these shall be borne by the Supplier.

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2. The Supplier guarantees that the items it delivers are free from third-party rights and that no patents or other trademark rights of third parties within the Federal Republic of Germany are infringed by their delivery or use in accordance with the contract, including in connection or interaction with other items.
3. If the Supplier's delivery or service infringes the property rights of third parties, the Supplier is obliged to primarily ensure that the infringement no longer exists by procuring the necessary rights or by modifying the delivery item or delivering a modified delivery item insofar as this is reasonable for us.
4. Without prejudice to paragraph 3, the Supplier shall be obliged to indemnify us against claims of third parties due to the infringement of patents or other property rights as well as expenses arising from such claims and shall bear all costs incurred by us in this regard unless the Supplier is not responsible for the infringement. This obligation shall not apply if we make agreements with the third party relating to its claims, particularly in the case of concluding a settlement, without the consent of the Supplier. Further legal claims remain unaffected.
5. Paragraphs 1 - 4 of this Article 7 shall also apply accordingly to the countries to which the Supplier was aware that we would take the delivery items at the time the contract was concluded.

§ 8 Invoices and payments

1. Invoicing shall take place at the earliest at the time the product is delivered including all documents relevant to the contract. Invoices must be provided in digital form (for example, by email).
2. Invoices must correspond to the wording and item sequence in the purchase order. Any additional services and deliveries shall be listed separately in the invoice with reference to the corresponding previous written order.
3. Unless otherwise agreed, payments shall be made at our discretion within 30 days net without deductions or within 14 days subject to a 2% discount, provided that we have no objections to the delivery/service. Our receipt of the proper invoice and all required documentation (e.g. material test certificates) shall determine the deadline. Delays in

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- payment due to invoicing by the Supplier that does not comply with the requirements of this Article 8 shall be at the expense of the Supplier.
4. Even if we should have known at the time the purchase price was paid that the delivered goods were defective, the settlement of the invoice shall not be deemed a waiver of our claims regarding the defectiveness of the goods.
 5. We shall also be entitled to offset claims of the Supplier against claims of companies affiliated with us. The Supplier may only offset its own claims or exercise a right of retention if and insofar as its counterclaims have been legally established, are undisputed, or have been acknowledged by us. Furthermore, it shall only be entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.
 6. In the case of products for which the purchase price is determined by their weight, the weight determined by us shall be decisive for the invoice amount, unless they were officially weighed at the place of dispatch.
 7. Without our prior written consent, which we shall not unreasonably withhold, the Supplier shall not be entitled to transfer its claims against us or third parties or to have them collected by third parties. If the Supplier is for its part supplied under extended retention of ownership, consent within the meaning of the preceding sentence shall be deemed to have been granted. If, contrary to sentence 1, the Supplier assigns its claims to a third party without our consent, the transfer shall nevertheless be effective. At our discretion we may, however, make payment to the Supplier or third party with discharging effect.

§ 9 Goods, drawings, and other documents provided by Peter Greven

1. The Supplier shall mark goods provided by us as our property and store them separately from other products so that the goods provided by us can be identified as such without any doubt for the entire duration of storage, as well as during the processing phase as far as technically possible and reasonable for the Supplier. The Supplier shall be liable to us for the loss of or damage to items provided by us. At a minimum, it shall insure the goods provided by us in proportion to their market value against fire, water, theft, and comparable cases of damage at its own expense. We must be informed immediately of any legal or actual damage to the items provided by us.
2. Materials provided by us shall be treated and processed on our behalf and shall remain our property during the treatment and processing stages. It is agreed that we shall become

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co-owners of the products manufactured using the materials or parts provided by us according to the value of the materials provided in proportion to the total product value. The same shall apply if our ownership should cease as a result of mixing or blending.

3. All documents, data sheets, formulations, drawings, samples, etc., which we provide to the Supplier for the purpose of submitting an offer or manufacturing the delivery item, shall remain our property; our copyright as well as all other existing industrial property rights in this regard shall remain reserved. The Supplier shall not be entitled to use any information, ideas, or other know-how contained therein for any purpose other than for the preparation of offers or the performance of contracts for us. The latter shall only not apply if the Supplier already knew of the information, ideas, or other know-how prior to receiving them from us or if the Supplier lawfully obtained them at a later point in time by other means. The documents, drawings, samples, etc. shall be returned to us immediately upon request - without being requested to do so if no order is placed - along with all copies and duplicates, unless the Supplier has a justified interest in retaining individual documents. Sentences 1 and 2 shall apply mutatis mutandis to the data sheets, formulations, drawings, and other documents prepared by the Supplier according to our particular specifications.
4. The Supplier shall treat the documents referred to in paragraph 3 hereof and all other information received in connection with the order or the execution of the order as trade secrets and accordingly treat them as confidential. The obligation to maintain confidentiality shall not apply if the contents of the documents are facts which are public knowledge or which become public knowledge at a later date provided that this is not due to a breach on the part of the Supplier.
5. If we incur damage due to a breach of the aforementioned obligations of this Article 9 by the Supplier, the Supplier shall be obliged to compensate us for such damage, unless the Supplier is not responsible for this breach of duty.

§ 10 Quality assurance and control

1. The Supplier shall carry out quality assurance that is suitable in terms of its type and scope and that corresponds to the latest technical standards, and shall provide us with evidence of this upon request. It shall conclude a corresponding quality assurance agreement with us insofar as we deem this necessary.

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2. If the delivery item is a raw material for the manufacture of our products, the Supplier shall take a representative sample of the delivery item before each delivery and examine it to determine whether the delivery item complies with the agreed specifications. The Supplier shall enclose with each delivery confirmation of the conformity of the delivery item concerned and, moreover, shall keep back a reference sample from the specimen that it has taken. If the delivery item does not comply with the agreed specifications, the Supplier must notify us of this in writing. In this case, the Supplier may only make a delivery to us if we have previously agreed to this in a written waiver following corresponding notification from the Supplier.
3. If the delivery item is to undergo quality checks as part of the acceptance procedure, then, in the absence of any agreement to the contrary, the personal acceptance costs shall be borne by us and the material acceptance costs shall be borne by the Supplier.
4. If a second visit by the quality assurance officer is necessary due to the identification of defects, the personal costs for this shall also be borne by the Supplier. The same shall apply if the delivery item is not presented to the quality assurance officer by the date specified in paragraph 2 hereof.

§ 11 Delivery assurance

1. If the delivery items are goods specially developed for us, especially where we have directly or indirectly contributed to the costs of development and/or means of production, the Supplier undertakes to supply us with the delivery items according to our requirements and to accept orders from us for as long as we require the delivery items. The Supplier will be notified at an early stage of the anticipated delivery volume based on our customer demand forecasts. This shall, however, not vest the Supplier with a right to request acceptance of specific quantities of products by us unless expressly agreed otherwise.
2. In order to ensure the supply of spare parts to us, the Supplier undertakes to guarantee the supply of the delivery items required for this purpose for a period of twelve years after our last order from the Supplier for the product concerned. If it becomes apparent to the Supplier within this period that it will no longer be possible for it to do so, it shall inform us immediately of when it will no longer be able to supply us and, if the Supplier cannot offer us any reasonable alternatives, it shall give us the opportunity to procure an all-time requirement of the products twelve months before production is discontinued.

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§ 12 Correspondence

1. In letters, dispatch notes, invoices, and other correspondence, our order number, the specific item description from the respective order, and the order date must always be stated. In case of multiple orders, each order shall be treated separately in correspondence.

§ 13 Proof of origin and VAT, export restrictions

1. The Supplier shall provide us in each individual case, at the latest upon delivery, with all proof of origin and/or proof of preferential origin documents (e.g. certificates of origin; supplier declarations; movement certificates etc.) with all necessary information in signed form as well as any other documents or evidence necessary for customs clearance at its own expense. The same applies to VAT evidence required in individual cases for foreign and intra-Community deliveries.
2. The Supplier shall inform us without undue delay if a delivery is subject in whole or in part to export restrictions under German or any other law. If the delivery requires the issuance of an export licence, the Supplier is responsible for obtaining this.

§ 14 General provisions

1. If the Supplier is unable to meet its due obligations on time, if it stops payments, or if insolvency proceedings (including preliminary insolvency proceedings) are initiated against the assets of the Supplier, we shall be entitled to withdraw from the part of the contract not yet fulfilled by the Supplier. This right to withdraw must be exercised within a period of one month after we have become aware of the above circumstances.
2. These Terms and Conditions and the entire legal relationship between us and the Supplier shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
3. If the Supplier is a merchant according to the German Commercial Code, Bonn shall be the exclusive place of jurisdiction for all disputes arising from or in connection with this contractual relationship. We are, however, also entitled to sue the Supplier at another place of jurisdiction.

Deliveries and services in accordance with our General Sales, Delivery and Payment Terms.
Register Court Bonn HRA-Nr. 5193 · Personally liable partner: Greven GmbH, Bad Münstereifel
Register Court Bonn HRB-Nr. 10966 · Managing director: Peter Greven, Werner Heiliger, Dr. Hermann Josef Stolz

Head Office:
Peter-Greven-Str. 20 – 30
D-53902 Bad Münstereifel
Phone: +49 (22 53) 313-0
Fax: +49 (22 53) 313-134
E-mail: Greven@Peter-Greven.com
St.-Nr.: 5209/5751/0350
Our VAT-IdNo.: DE122397700

Banks:
Kreissparkasse Euskirchen BLZ 382 501 10 Kto. 1 018 225
IBAN DE 97 3825 0110 0001 0182 25 / BIC WELA DE D1 EUS
Commerzbank Euskirchen BLZ 380 400 07 Kto. 326 480 100
IBAN DE 94 3804 0007 0326 4801 00 / BIC COBA DE FF 383
DZ Bank Düsseldorf BLZ 300 600 10 Kto 86107
IBAN DE7830060010000086107 BIC GENODEDD



4. The place of performance for all contractual obligations is Bad Münstereifel.
5. If any provision in these Terms and Conditions or any provision under any other agreement is or becomes invalid or unenforceable, this shall not affect the validity of all other provisions or agreements. The invalid or unenforceable provision shall be replaced by a valid provision that comes closest to what the contracting parties intended financially speaking when the contract was concluded. The same shall apply in the event of a gap in the contract.

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