

General Terms and Conditions of Purchase of the Interzero Group

Section 1 Area of application

- (1) Unless otherwise agreed in writing, these General Terms and Conditions of Purchase shall apply to all orders and contracts for which Interzero Plastics Recycling GmbH and all companies affiliated with Interzero Holding GmbH & Co. KG in accordance with Section 15, AktG (German Company Law) (hereinafter referred to as the Buyer) are the Principal, Buyer or party placing orders for work. The terms and conditions shall also apply to all future business transactions without the Buyer being required to refer to these General Terms and Conditions of Purchase again in each individual case.
- (2) The contracting party's terms and conditions of business shall not apply, including if the Buyer does not separately object to their validity.
- (3) By way of each delivery or service, the contracting party acknowledges the exclusive validity of these terms and conditions of purchase, including if it has not previously expressly agreed to the General Terms and Conditions of Purchase.

Section 2 Order

- (1) The Buyer shall only be bound by an order, as well as its amendments and supplements, if they are made in writing or in text form (letter, e-mail, fax). Individual agreements before or at the time of entering into the contract shall be subject to a contract or written confirmation by the Buyer. The Buyer may cancel an order if the Supplier has not accepted it by way of a written order confirmation within one week of receipt. Insofar as the Buyer's offers do not contain an express binding period, the Buyer shall be bound by them for a fortnight following the date of its offer.
- (2) If the order confirmation varies from the order, the Buyer shall only be bound by it if the Buyer has agreed to the variation in writing.
- (3) The Buyer shall not pay any remuneration for the preparation of offers and offer documents. By accepting the order, the contracting party declares that it has all the information, data, descriptions, plans, technical specifications and sufficient knowledge of the local conditions required to execute the order.

Section 3 Delivery/performance

- (1) The delivery time stated in the order has binding force. The Buyer is entitled to refuse acceptance of a premature or delayed delivery/service and return the goods at the Supplier's cost and risk or store them with third parties. All transport, customs and accompanying documents as well as the documents usually required (invoices, freight documents, certificate of origin, declarations of conformity, guarantee letters, technical documentations and operating instructions) are to be included with deliveries. A lack of accompanying documentation shall prevent amounts for payment falling due.
- (2) If the contracting party realises that it will not be possible for it to provide the delivery/render the service on time, either in full or in part, it shall provide notification without delay and state by when the delivery shall be made/service shall be rendered (new delivery/service date). The Buyer is entitled to withdraw from the contract or accept the new delivery/performance date after setting a reasonable additional period. The Buyer is entitled to refuse acceptance of partial, short or excess deliveries/services and, in the case of divisible performance, state its withdrawal from the entire order.
- (3) On request, the contracting party undertakes without delay to make available to the Buyer all information and declarations of conformity required by the Buyer, or a customer of the Buyer, to verify compliance with statutory requirements or agreed properties or furnish proof of such compliance to third parties.
- (4) The Buyer is entitled, in the event of delivery delays, following a prior written threat directed to the Supplier, to demand a contractual penalty in the sum of 0.2%, at most 5% of the respective order value for each workday in which the delivery delay applies. The contractual penalty is to be counted towards the damage caused by default for which the Supplier is to provide compensation. This does not affect further-reaching claims. The Supplier is free to furnish proof that the Buyer has sustained no damage or only significantly less damage as a result of the delivery delay.
- (5) Forwarding orders to third parties and calling on the services of subcontractors or sub-suppliers are not permitted without the written consent of the Buyer. Such action shall entitle the Buyer to withdraw from the contract in full or in part and to claim damages.

Section 4 Place of delivery/service, transfer of risk, reservation of title

- (1) In the case of deliveries that include installation or assembly and in the case of services, risk shall pass upon acceptance, in the case of deliveries without installation or assembly it shall pass upon handover to the Buyer at the Buyer's premises or at the place of receipt stated by the Buyer (obligation to perform at the creditor's place of business). In the case of deliveries to places where the Buyer executes orders outside its business premises, risk shall pass upon acceptance by or handover to the Buyer's Principal (obligation to perform at the creditor's place of business). Shipping shall apply at the Supplier's risk irrespective of the price paid.
- (2) Each delivery shall be accompanied by a delivery note in duplicate stating the contents as well as the complete order code. Notification of shipping is to be provided without delay with the same details.

- (3) The Supplier's reservation of title shall only apply insofar as it refers to the Buyer's payment obligation for the respective products for which the Supplier reserves ownership. Extended reservation of title is ruled out.

Section 5 Invoice, prices and payment

- (1) Invoices are to state the order codes, the numbers of each individual item as well as the quantity delivered and the delivery address. If these details are lacking, invoices shall not be payable. Invoices are usually to be forwarded digitally to rechnung@interzero.de. If an invoice is sent in paper form, it is to be issued in duplicate. Invoice copies are to be marked as duplicates.
- (2) The prices agreed with the customer are fixed prices and, unless otherwise agreed, include all expenses for the complete provision of the delivery/rendering of the service.
- (3) If the delivery/service is faulty, the Buyer shall be entitled to withhold payment until performance in full is provided.
- (4) In the absence of agreements to the contrary, payments are to be made within 30 days with a trade discount of 3% or in 60 days without any deductions. In the event of default in payment, the Buyer shall be required to pay default interest in the sum of five percentage points above the base interest rate in accordance with Section 247, BGB (German Civil Code). Interest on arrears is not payable. Payments do not constitute recognition of the deliveries or services as being in accordance with the contract.

Section 6 Warranty

- (1) The Supplier provides a warranty such that the goods and deliveries comply with the applicable statutory provisions, in particular that the requirements of the applicable Packaging Ordinance, the RoHS Directive, the Act on the Sale, Return and Environmentally Sound Disposal of Electrical and Electronic Equipment (Electrical and Electronic Equipment Act – ElektroG), the Battery Ordinance and the EU Chemicals Regulation REACH are complied with and implemented. The contracting party provides a warranty such that the delivery/service complies with the agreement and the usually assumed properties and the latest technological developments. Machines and systems must, in particular, comply with the specifications and product-specific standards for safety and function.
- (2) The contracting party undertakes to comply with the Code of Conduct for Suppliers handed out to the contracting party and available on the website of the Interzero Group.
- (3) The Buyer's warranty rights are subject to the statutory provisions.
- (4) If the Buyer's warranty claim is not honoured by the contracting party within a reasonable period of time set by the Buyer, the Buyer shall be entitled to withdraw from the contract in full or in part without compensation.
- (5) In urgent cases, the Buyer shall be entitled to rectify the defect itself or to have it rectified by third parties. Setting a period shall not be necessary if setting an additional period would result in the Buyer suffering a significant disadvantage. The costs incurred for this shall be borne by the contracting party.
- (6) The contracting party shall be liable to the customer for all disadvantages resulting from a breach of the contract. The liability also extends to the delivery/service of subcontractors and upstream suppliers. The obligation to pay compensation also covers the cost of recall campaigns.
- (7) The contracting party undertakes, at the Buyer's request, to take out liability insurance with an amount insured of at least EUR 5 million and maintain such a policy for at least five years from delivery/performance. On request, the contracting party furnish the Buyer with proof of such insurance.

Section 7 Liability on the part of the Buyer

With regard to damage due to loss of life, physical injury or detrimental effects on health, in the case of intent or gross negligence on the part of the Buyer, a legal representative or vicarious agent and in the case of damage that falls under the guarantee provided by the Buyer, the Buyer shall be liable in accordance with the statutory requirements. In the case of minor negligence, the Buyer shall only be liable for Compensation for typical and foreseeable damage and only insofar as an obligation, the proper fulfillment of which is a prerequisite for executing this contract and the observance of which the contracting party could reasonably rely on (cardinal obligation), has been breached by the Buyer, a legal representative or a vicarious agent. In other respects, liability is excluded where this is legally permissible.

Section 8 Property rights

The contracting party provides a warranty such that no third-party rights are infringed upon by its delivery/service and the contracting party shall render the Buyer exempt from any claims for the infringement of such rights. The contracting party shall reimburse the Buyer for any costs incurred in conjunction with the infringement of such rights.

Section 9 Secrecy

Secrecy is to be maintained with regard to the business relationship with the Buyer as well as all information about the Buyer obtained in conjunction with the contractual relationship. The written consent of the Buyer's management is to be obtained for references or advertising relating to the business relationship with the Buyer.

Section 10 Documents, securing property, tools

- (1) The Supplier is required to provide, free of charge and in a duplicable format, all necessary documents for acceptance, operation, maintenance and repairs with the deliveries including but not limited to test records, plant certificates, plans, operating instructions and repair manuals.
- (2) The Buyer retains ownership of and copyright to orders placed by the Buyer and drawings, illustrations, calculations, descriptions and other documents made available to the Supplier. The Supplier may neither make them available to third parties nor disclose them, use them itself or arrange for them to be used by third parties or reproduce them without express consent. At the Buyer's request, the Supplier is to return these documents and potential copies to the Buyer in full if the Supplier no longer needs them for its normal business activities or if negotiations do not bring about a situation in which the parties enter into a contract.
- (3) Tools, moulds, samples, models, profiles, drawings, standard sheets, printing templates and gauges provided by the Buyer, as well as items manufactured thereafter, may neither be passed on to third parties nor used for purposes other than the contractual purposes without the Buyer's written consent. They shall remain, or shall become, the Buyer's property. The Supplier is to mark these as the Buyer's property and store them with due care. The cost of maintenance and repair of such items shall be borne equally by the contracting parties unless otherwise agreed.
- (4) However, insofar as such costs are attributable to faults in such items manufactured by the Supplier or to improper use on the part of the Supplier, its employees or other vicarious agents, they shall be borne solely by the Supplier. The Supplier shall notify the Buyer in writing without delay of any damage to such items that is not merely insignificant. On request, the Supplier undertakes to return these items in proper condition if they are no longer required by the Supplier to execute the contracts entered into with the Buyer. The items are to be secured against unauthorised viewing or use by third parties. Subject to further rights, the Buyer may demand their return if the Supplier violates these obligations.

Section 11 Offsetting using claims of Interzero companies

- (1) The Supplier agrees that all Interzero companies in the capacity of joint creditors shall be entitled to claims, which the Buyer and other companies associated with it (see paragraph 4 below) acquire. These claims may, therefore, be set off using liabilities of each Interzero company against the Supplier.
- (2) In addition to paragraph 1, the Supplier's claims against Interzero companies may be set off against claims of Interzero companies against other Group companies of which the contracting party is part.
- (3) In the event of a majority of claims, the Supplier shall refrain from objecting to the determination of the claims to be set off by the respective Interzero company (Section 396(1), Sentence 2, BGB).
- (4) Interzero companies are Interzero Holding GmbH & Co. KG, the companies affiliated with it according to Section 15, AktG, as well as companies in which an Interzero company holds a share of at least 40%. A list of Interzero companies may be requested at any time from the central purchasing department of Interzero Plastics Recycling GmbH.

Section 12 Changing materials and substances, cessation of production

- (1) The contracting party shall provide the Buyer with written notification in good time and without request in advance of any changes to materials and substances, production processes, formulas, suppliers and bought-in parts. The contracting party may only change materials and substances, production processes, recipes, suppliers and bought-in parts following prior, written, approval by the Buyer. In the event of changes in accordance with sentence 1, the contracting party shall submit a new declaration of conformity to the Buyer without request.
- (2) The contracting party shall inform the Buyer in writing at least six months before discontinuing the production of parts, or discontinuing operations affecting the Buyer, to give the Buyer the opportunity to acquire sufficient stocks.

Section 13 Final provisions

- (1) The Buyer's principal place of business is deemed the uniform place of performance.
- (2) The Buyer's headquarters is deemed the exclusive place of jurisdiction if the Supplier is a merchant, legal person under public law or special federal funds. The Buyer may bring legal action at its discretion at any other competent court.
- (3) The contracts entered into by the Buyer and the Supplier are subject to the laws of the Federal Republic of Germany by way of exclusion of the Convention on Contracts for the International Sale of Goods.
- (4) If provisions of the contract or these terms and conditions are or become invalid or impracticable, this shall not affect the remainder of the contract and the other terms and conditions. Invalid or impracticable provisions shall be deemed replaced by provisions that reasonable parties would have decided on in their place to achieve the economic purpose.
- (5) The contracting party agrees that the Buyer may record and process its data by computer (computer-aided).