

## Standard Terms and Conditions of Purchase of Epple Druckfarben AG

### 1. Scope

1.1 These Standard Terms and Conditions of Purchase (“Conditions of Purchase”) apply to all purchases and orders of Epple Druckfarben AG (“Epple”) from/to the service provider (“Supplier”). These Conditions of Purchase shall be deemed to have been accepted and become an integral part of the contract when the Supplier acknowledges an order. We hereby reject any conflicting or deviating conditions of the Supplier. Such conditions shall become part of the contract only if Epple approves of them in writing in an individual case. These present Conditions of Purchase shall also apply if Epple accepts the Supplier’s delivery without reservation while knowing that any of the Supplier’s conditions conflict with or deviate from them.

1.2 The Conditions of Purchase as amended from time to time shall also apply as a framework agreement for all future contracts regarding the purchase and/or delivery of movable goods with the same Supplier, without the need to make express reference to these Conditions of Purchase in each individual case.

1.3 Specific individual agreements with the Supplier made in an individual case shall always take priority over these Conditions of Purchase. A written contract or the written confirmation shall be relevant with regard to the contents of such agreements.

1.4 Any statements and notifications relevant in law which are to be made by the buyer towards the seller after conclusion of a contract (e.g. fixing of a deadline, notice of defects, rescission or reduction statement) shall only be valid if made in writing.

1.5 The Conditions of Purchase only apply in relation to enterprises (section 14 BGB (German Civil Code)),

corporate bodies under public law or special funds under public law as defined in section 310 (1) sentence 1 BGB.

### 2. Conclusion of contract

2.1 A purchase agreement is concluded if a) the Supplier accepts in writing a written order by Epple within two working days of receipt (“Acceptance”) or if b) Epple accepts in writing a written offer sent by the Supplier within two working days of receipt. Any verbal agreements in this context require mutual written confirmation to be effective.

2.2 Delayed Acceptance shall be deemed to be a new offer and requires written confirmation by Epple.

2.3 Quotations shall be submitted free of cost to and without any commitment on the part of Epple. Cost estimates shall be paid for only based on a prior written agreement.

2.4 The appropriate order number shall be stated in all correspondence with Epple.

### 3. Prices, invoice and payment

3.1 The price stated in the order as per 2.1 a) above or the quotation as per 2.1 b) above shall be binding. All prices shall be inclusive of the statutory value-added tax and other taxes if they are not shown separately.

3.2 Where no written agreement to the contrary exists, the price shall include delivery and transport to the delivery address specified by Epple as well as packaging.

3.3 Invoices shall be submitted in duplicate after delivery in the form requested by legal regulations. The invoices shall bear the specified order number and any discounts or

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deductions as well as taxes incurred shall be shown separately. Invoice copies shall be clearly marked as such.

3.4 Invoices submitted which do not comply with the form requirements specified at 3.3 hereof shall be deemed to have been received by Epple only at the time they are corrected.

3.5 Payments shall be made after delivery and receipt of the invoice either within 14 days with a 3% discount or within 60 days net at the end of a month, with payment runs being made at the end of each week. The payment term shall start on the day the invoice is received. Any payment made shall not be interpreted as meaning that the underlying delivery is accepted as being according to contract.

3.6 Epple shall have the statutory rights of set-off and retention and be entitled to the defence of non-performance of the contract. Epple shall in particular be authorised to retain due payments while Epple still has claims against the Supplier based on incomplete or defective service.

3.7 The Supplier shall have a right of set-off and retention only based on counterclaims which are legally binding or undisputed.

#### **4. Delivery instructions, passing of the risk**

4.1 The Supplier shall supply the goods free domicile to the delivery address specified in the order as per 2.1 a) hereof or the quotation as per 2.1 b) hereof. Where goods are shipped, the relevant transport, packaging and marking requirements applying to the mode of transport shall be complied with, in particular with any existing customs and hazardous goods regulations. If no destination is specified and nothing else is agreed, delivery shall be made to the headquarters at Neusäß. The respective destination shall also be the place of fulfilment (debt to be discharged at creditor's domicile).

4.2 All shipping documents shall be enclosed with the delivery and, in particular, a delivery note shall be enclosed with each delivery. The order number and the batch number shall be stated on the shipping advices, shipping documents, bills of lading, packing lists and outer

packagings. The packaged goods respectively the unit weight shall be affixed well visibly and permanently on the loading units.

4.3 The Supplier undertakes to provide to Epple in due time prior to delivery all necessary product information, in particular information regarding the composition and shelf-life of the goods, such as safety data sheets, processing instructions, marking requirements etc., including any changes to these.

4.4 Notwithstanding further claims, the weight determined by Epple at the incoming inspection shall be valid in the event of any weight discrepancy, unless the Supplier proves that the weight determined by it at the time of passing of the risk has been determined based on a generally recognised method. This shall apply by analogy to quantities.

4.5 The risk of accidental loss and accidental deterioration of the goods shall pass to Epple only upon handing over of the goods at the agreed delivery address, even where shipment has been agreed. If an acceptance inspection has to be made, the date of this shall be the relevant date for the transfer of risk.

#### **5. Delivery, partial delivery, delayed delivery, contractual penalty**

5.1 The delivery times (delivery date and delivery period) agreed with Epple shall be binding for the Supplier. Advance delivery, partial delivery and delivery after the agreed delivery date shall be admissible only with the prior consent of Epple. Unconditional acceptance or payment of any delayed delivery shall not be deemed to be a waiver of any rights based on non-compliance with delivery times.

5.2 As soon as the Supplier is able to detect any circumstance which may jeopardise proper and timely delivery, it shall be obligated to notify Epple of this in writing without delay stating the reasons and expected duration of the delay.

5.3 In any case of delay, Epple shall have the statutory rights, in particular the right of rescission and the right to claim damages. The provision below shall not be affected by this.

5.4 If the Supplier is culpably in default, Epple is – regardless of further legal claims for compensation for damage caused by the delay – entitled to demand a contractual penalty of 1% of the net order value per completed calendar week after prior warning at least in text form, but not more than 10% of the net order value of the late delivered goods. If Epple nevertheless accepts the late delivery of the goods as fulfillment, Epple reserves the right to claim payment of the aforementioned contractual penalty until the total price of the ordered goods has been paid in full.

5.5 The Supplier shall be entitled to claim that any necessary documents or information to be provided by Epple have not been received only if it has not received them within a reasonable time despite a reminder.

## **6. Reservation of title**

The goods shall be assigned to Epple without condition and irrespective of payment of the price. If, however, in an individual case Epple accepts an offer by the Supplier to assign goods conditional on payment of the purchase price, then the Supplier's reservation of ownership shall expire at the latest upon payment of the purchase price of the goods delivered. Epple shall still be entitled to sell the goods in the ordinary course of its business, assigning the receivables arising from the transaction to the Supplier in advance (in the alternative: application of the normal and the extended reservation of title for resale). At any rate, this shall mean exclusion of any and all other types of reservation of title, in particular extended reservation of title, forwarded reservation of title and extended reservation of title for processing).

## **7. Warranty for defects and compensation for damages**

7.1 Unless where otherwise provided for in the following, the statutory provisions shall apply to Epple's rights in the case of defects of the goods and any other breach of duty on the part of the Supplier.

7.2 In accordance with the statutory provisions, the Supplier shall in particular be liable for ensuring that the goods have the agreed quality at the time the risk passes to Epple. Agreed quality shall at any rate mean those

product characteristics which are the subject matter of the respective contract, in particular by being named or referred to in the order as per 2.1 a) hereof or in the quotation as per 2.1 b) hereof or which have been included in the contract in the same way as these conditions. This shall be irrespective of whether the product description originates from Epple or the Supplier.

7.3 In derogation from the provision of section 442 (1) sentence 2 BGB, Epple shall be entitled to assert claims for defects without restriction even if Epple fails to detect a defect upon conclusion of the contract due to gross negligence.

7.4 If defective goods are supplied, Epple shall be entitled to demand supplementary performance within a reasonable time limit fixed by Epple, at Epple's option by means of rectification of the defect or by delivery of goods which are free from defects.

7.5 The costs incurred for inspection and subsequent improvement shall be borne by Supplier. This shall also apply in particular if it is found that actually no defect existed. Liability for damages in the case of an unjustified demand to rectify a defect shall not be affected. In this respect, however, Epple shall be liable only if it has realised or grossly negligently not realised that no defect existed.

7.6 If the Supplier fails to meet its obligation to provide supplementary performance within a reasonable time limit fixed by Epple, then Epple shall be entitled to remedy the defect itself and demand that the Supplier reimburse Epple for the expenses incurred or make a relevant advance payment.

7.7 If supplementary performance fails or is unacceptable to Epple, it shall not be necessary to fix a time limit. The Supplier shall be informed without delay.

7.8 The statutory provisions (sections 377, 381 (2) HGB (German Commercial Code)) shall apply to the commercial obligation to inspect and give notice of defects, with the following provision: Notice of any non-compliance in terms of quality and quantity shall be deemed to have been given in time at any rate if Epple gives such notice within two weeks of receipt of the goods. Notice of any hidden

defects shall be deemed to have been given in time at any rate if the Supplier is notified immediately after detection. In this respect, the Supplier waives the objection of late notification of defects. This shall not apply to apparent defects, which shall be governed by the statutory provisions.

7.9 Acceptance or approval of any samples or specimens submitted shall not mean a waiver on the part of Epple of any warranty claims.

7.10 Apart from that, Epple shall be entitled, as provided in the statutory regulations, to reduce the purchase price or rescind the contract if defective goods are supplied. Furthermore, Epple shall be entitled to claims for damages and reimbursement of expenses in accordance with the statutory provisions.

7.11 The limitation period for warranty claims shall be suspended upon receipt of a notice of defects by the Supplier. In the event of substitute delivery or remedy of defects, the limitation period for replaced or subsequently improved parts shall start anew, unless Epple based on the Supplier's conduct had to assume that the Supplier did not feel obligated to provide substitute delivery or remedy a defect but has made substitute delivery or remedied a defect for the sake of good will or for similar reasons.

## **8. Product liability**

8.1 The Supplier shall be liable for any and all claims asserted by a third party based on injury to persons and damage to property which are attributable to a defective product supplied by it and the Supplier shall be obligated to indemnify Epple from and against any resulting liability. Where Epple is obligated to recall products from any third party due to a defect of a product supplied by the Supplier, the Supplier shall bear all costs related to the product recall. Epple shall inform the Supplier of the content and extent of product recall measures to the extent this is possible and acceptable and give it an opportunity to express its view. Further statutory claims shall not be affected.

8.2 The Supplier shall be obligated to take out and maintain at its own expense a product liability insurance with a minimum sum insured of EUR 5 million which –

unless otherwise agreed in an individual case – needs not cover the product recall risk, punitive damages or similar damages. On request, the Supplier shall send Epple a copy of the product liability insurance policy.

## **9. Quality assurance**

The Supplier shall be obligated to apply a suitable quality management system to provide the contractual services and prove application of the system to Epple on request. Epple shall be authorised to convince itself of the Supplier's quality capability by performing system, process and/or product audits.

## **10. Subcontractors**

Any use of subcontractors shall require the prior written consent of Epple. With regard to the tasks taken over by a subcontractor, the Supplier shall impose to it all the obligations which the Supplier has towards Epple and ensure compliance with these obligations.

## **11. Secrecy, industrial property rights, advertising**

11.1 The Supplier undertakes to keep secret, not disclose to any third party and use exclusively for the purpose of performing the respective contract any and all non-obvious information, knowledge and documents such as technical and other data, measured values, technology, operational experience, company secrets, know-how, compositions and other documents („information“) which it receives from Epple or in any other way from the sphere of Epple or any other company of the Epple group. The Supplier undertakes to return to Epple on request without delay any physical information such as documents, samples, specimens and similar objects and not to retain any copies or records of such information.

11.2 Epple shall have the sole rights of ownership and all industrial property rights to the information specified at 11.1 above.

11.3 The Supplier, in turn, guarantees that Epple does not violate third-party property rights through the contractual use of the goods and services delivered and provided by the Supplier. The Supplier indemnifies Epple from all third-party claims asserted due to infringement of industrial

property rights. Any license fees, expenses or costs that Epple may incur in order to avoid or remedy infringements of property rights are to be borne by the Supplier.

11.4 Without the express prior written consent of Epple, the Supplier shall not be authorised to make reference to the business relationship in information and/or advertising materials.

## **12. Assignment**

The Supplier shall not be entitled to assign its claims under the contract to any third party. This shall not apply to monetary claims.

## **13. Data protection**

In accordance with GDPR and the German Federal Data Protection Act (Bundesdatenschutzgesetz), the Supplier is made aware that Epple will store the Supplier's data in a machine-readable format and process the data within the bounds and for the purposes of the contractual relationship with the Supplier and for marketing purposes.

## **14. Force Majeure, extraordinary right of withdrawal and termination without notice**

14.1 Force Majeure (an unpredictable and uncontrollable extraordinary event that comes from outside and that cannot be averted even with the greatest care), operational disruptions without Epple being at fault and other unavoidable events (such as war, terrorist attacks, national emergencies, pandemics, epidemics, earthquakes, floods and other natural disasters, fire, explosion, lightning strike and related official measures) entitle Epple to withdraw from the contract with the Supplier in whole or in part or to terminate this extraordinarily. This only applies insofar as the circumstances are of a not inconsiderable duration (at least 30 calendar days) or significantly impair the business process at Epple and/or implicitly causes a reduction of demand for the ordered goods or services.

In the event that the contract is terminated for the aforementioned reasons, the Supplier is not entitled to any compensation or reimbursement of expenses in connection with or due to the termination of the contract.

However, this does not apply if Epple is responsible for the aforementioned circumstances.

Epple is not in default with its contractual obligations if their non-fulfillment is due to an event of Force Majeure falling within Epple's sphere of activity.

If the Supplier is affected by an event of Force Majeure, he is obliged to inform Epple immediately in text form and to present all necessary evidence on Epple's request. The Supplier must make every effort to mitigate as far as possible the adverse effects resulting from this event.

14.2 With respect to purchases and orders, Epple shall have an extraordinary right of withdrawal and, if a framework agreement in accordance with 1.2 hereof is concluded, a right of termination without notice if

- a) the Supplier repeatedly fails to meet due delivery obligations; or
- b) the Supplier's financial situation considerably deteriorates; or
- c) insolvency proceedings are instituted against the Supplier or such proceedings are dismissed for lack of assets.

## **15. Other provisions**

15.1 Should any of the provisions of these Conditions of Purchase be invalid, this shall not affect the validity of the remaining provisions. Epple and the Supplier already agree that instead of the invalid provision, a provision shall be deemed to have been agreed which comes as close as possible to the spirit and purpose of the invalid provision.

15.2 All legal relationships between Epple and the Supplier shall be governed by the law of the Federal Republic of Germany excluding application of the UN Convention on Contracts for the International Sale of Goods (CISG).

15.3 The exclusive place of jurisdiction for any disputes arising from the contractual relationship shall be Augsburg where this is legally permissible. However, Epple shall also be entitled to sue the Supplier at any other, legally permitted place of jurisdiction.

Version: 10/2021