

**General Terms and Conditions of Purchase
(GTCP)
ASTORPLAST Klebetechnik GmbH**

1. Scope of application

1.1 The following General Terms and Conditions of Purchase (hereinafter: GTCP) shall apply to all contracts between ASTORPLAST Klebetechnik GmbH (hereinafter: ASTORPLAST) and its suppliers and service providers (hereinafter: Supplier), insofar as the Supplier is an entrepreneur within the meaning of § 14 BGB (German Civil Code), a legal entity under public law or a special fund under public law. The following GTCP shall not apply to consumers within the meaning of § 13 BGB.

1.2 The GTCP apply in particular to contracts for the sale and/or delivery of movable goods (hereinafter: goods), irrespective of whether the Supplier manufactures the goods itself or purchases them from suppliers (Sections 433, 650 of the German Civil Code) as well as to contracts for work and services of the Supplier. Unless otherwise agreed, the GTCP in the version valid at the time of ASTORPLAST's order or, in any case, in the version last notified to ASTORPLAST in text form, shall also apply as a framework agreement for similar future contracts without ASTORPLAST having to refer to them again in each individual case.

1.3 These GTCP shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the supplier shall only become part of the contract if and to the extent that ASTORPLAST has expressly consented to their application in writing. This consent requirement shall apply in any case, for example even if ASTORPLAST accepts the supplier's deliveries or services without reservation in the knowledge of the supplier's general terms and conditions.

1.4 Individual agreements made with the supplier in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GTCP. Subject to proof to the contrary, a written contract or the written confirmation of ASTORPLAST shall be authoritative for the content of such agreements.

1.5 Legally relevant declarations and notifications by the supplier with regard to the contract (e.g. setting of deadlines, reminders, withdrawal) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Legal formal requirements and further proof, in particular in case of doubts about the legitimacy of the declarant, remain unaffected.

1.6 References to the applicability of statutory provisions are for clarification purposes only. Even without a

of such clarification, the statutory provisions shall therefore apply insofar as they are not directly amended or expressly excluded in these GTCP.

2. Order and order confirmations

2.1 Notwithstanding any offers made by the Supplier, contracts shall always be concluded with the content of ASTORPLAST's written orders. Verbal or telephone orders as well as supplements, amendments or deviations of any kind shall only become binding for ASTORPLAST if ASTORPLAST confirms them in writing.

2.2 ASTORPLAST's order shall be deemed binding at the earliest upon written submission or confirmation. The Supplier shall notify ASTORPLAST of obvious errors (e.g. spelling and calculation errors) and incompleteness of the order including the order documents for the purpose of correction or completion prior to acceptance; otherwise the contract shall be deemed not to have been concluded.

2.3 The Supplier is required to confirm ASTORPLAST's order in writing within a period of five (5) days or to execute it without reservation, in particular by dispatching the goods (acceptance). A delayed acceptance is deemed to be a new offer and requires acceptance by ASTORPLAST. Deviations from ASTORPLAST's orders must be clearly highlighted in the supplier's confirmation and, moreover, are only valid if ASTORPLAST expressly acknowledges them in writing; the unconditional acceptance of goods is not deemed to be such acceptance. If the order confirmation is not received within the time limit, but the supplier delivers within the time limit, the contract shall be concluded with the inclusion of these GTCP. By accepting our order, the supplier guarantees its professional execution.

3. Delivery period and delay in delivery

3.1 The delivery period stated in ASTORPLAST's order is binding. The delivery or performance period shall commence on the date of the order. If no deadline is agreed, delivery or performance shall be effected without delay.

3.2 In the event of an imminent delay in delivery or performance, ASTORPLAST must be notified of the expected duration of the delay, stating the reasons. A delivery or service before the agreed date is only permitted with the consent of ASTORPLAST. In any case, ASTORPLAST must not suffer any disadvantage from such a delivery or service; in particular, the payment period (section 6.3) shall not begin to run before the agreed date.

3.3 If the Supplier fails to perform or fails to perform within the agreed delivery time or is in default, ASTORPLAST's rights - in particular to withdraw from the contract and to claim damages - shall be determined in accordance with the statutory provisions. The provisions in section 3.4 remain unaffected.

3.4 If the Supplier is in default, ASTORPLAST may - in addition to further statutory claims - demand lump-sum compensation for the damage caused by the delay in the amount of 1% of the net price per completed calendar week, but in total not more than 5% of the net price of the goods delivered late. ASTORPLAST reserves the right to prove that higher damages have been incurred. The Supplier reserves the right to prove that no damage at all or only significantly less damage has been incurred.

4 Delivery, dispatch, acceptance, insurance and transfer of risk

4.1 The Supplier is not entitled to have the service owed by ASTORPLAST performed by third parties (e.g. subcontractors) without ASTORPLAST's prior written consent. The Supplier bears the procurement risk for its services, unless otherwise agreed in individual cases (e.g. limitation to stock).

4.2 Delivery (performance) and dispatch shall always be made in accordance with the agreed delivery conditions. If no delivery conditions have been agreed, they shall always be made DDP in accordance with INCOTERMS in the current version to the place of performance determined by ASTORPLAST (obligation to deliver). Surname consignments are not accepted unless expressly agreed. The consignment shall be accompanied by a freight document and a packing slip and, furthermore, a separate delivery note for each order number. The delivered goods are to be handed over to the authorised employees of ASTORPLAST at the delivery address. The goods are accepted quantitatively upon their arrival at the delivery address, qualitatively only upon processing or use. The supplier must have deliveries properly insured against damage of all kinds at his own expense. Products subject to special product regulations shall be classified, packaged and labelled in accordance with the regulations. ASTORPLAST's operating personnel must be trained free of charge when technical systems and equipment are delivered. In the case of delivery of systems and equipment to be assembled by third parties, the necessary assembly plans (including all connections, any base formation, etc.), maintenance instructions, etc. are to be attached to the order confirmation, but are to be handed over with the delivery of goods at the latest. In the case of delivery from abroad, the inscriptions shall be in the national language; the operating instructions and instructions for use shall be in German and in the national language.

4.3 The risk shall only pass to ASTORPLAST once the Supplier has handed over the delivery (service) to ASTORPLAST's authorised employees (section 4.2), the latter have inspected the delivery (service) at the place of the delivery address and have accepted it as being in order, and the Supplier has also properly fulfilled all ancillary obligations, such as providing the necessary test certificates, descriptions, operating instructions and the like.

4.4 The statutory provisions apply to the occurrence of default of acceptance on the part of ASTORPLAST. However, the Supplier must also expressly offer ASTORPLAST his performance if a specific or determinable calendar time has been agreed for an action or cooperation of ASTORPLAST (e.g. provision of material). If ASTORPLAST is in default of acceptance, the Supplier may claim compensation for its additional expenses in accordance with the statutory provisions (Section 304 BGB). If the contract relates to a non-representable item to be manufactured by the Supplier (individual production), the Supplier shall only be entitled to further rights if ASTORPLAST is obliged to cooperate and is responsible for the failure to cooperate.

5. Packaging, problematic materials

5.1 The risk and costs of packaging are generally included in the price of the goods. If, by way of exception, ASTORPLAST should additionally bear the costs of packaging, ASTORPLAST shall be charged the prime costs and these shall be shown separately in the invoice; in this case, too, the Supplier shall bear the risk for the consequences of defective packaging. In addition, ASTORPLAST is entitled to return the packaging material and to demand credit for it, unless the packaging material is pre-licensed in accordance with the Packaging Act. Deposits shall not be recognised by ASTORPLAST.

5.2 The supplier shall always dispose of packaging material, transport aids and the like as well as all delivery items or residues of such delivery items that are deemed to be "special waste" according to their intended use at his own risk and expense or take them back for disposal. If the supplier fails to comply with this obligation, ASTORPLAST shall be entitled to have the waste disposed of by third parties at the supplier's risk and expense.

6. Prices and terms of payment

6.1 The price stated in the order is binding and is understood to be a fixed price. All prices include statutory value added tax if this is not shown separately.

6.2 Unless otherwise agreed in the individual case, the price includes all services and ancillary services of the supplier (e.g. assembly, installation) as well as all

ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).

6.3 The agreed price is due for payment within 30 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If ASTORPLAST makes payments within 14 calendar days, the Supplier shall grant a 4% discount on the net amount of the invoice. In the case of bank transfer, payment shall be deemed to have been made in due time if ASTORPLAST's bank receives ASTORPLAST's transfer order before expiry of the payment deadline; ASTORPLAST shall not be responsible for any delays caused by the banks involved in the payment process.

6.4 ASTORPLAST does not owe any interest on arrears. The statutory provisions shall apply to default in payment.

6.5 ASTORPLAST is entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent provided by law. In particular, ASTORPLAST is entitled to withhold payments due as long as it still has claims against the Supplier arising from incomplete or defective performance.

6.6 The Supplier shall have a right of set-off or retention only in respect of counterclaims which have been established by declaratory judgment or are undisputed.

7. Secrecy and retention of title

7.1 ASTORPLAST reserves all property rights and copyrights to illustrations, plans, drawings, calculations, implementation instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual performance and are to be returned to ASTORPLAST after completion of the contract. The documents are to be kept secret from third parties, even after termination of the contract. The obligation to maintain secrecy shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known.

7.2 The foregoing provision shall apply mutatis mutandis to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items which ASTORPLAST provides to the supplier for production. Such items - as long as they are not processed - are to be stored separately at the supplier's expense and insured to a reasonable extent against destruction and loss.

7.3 Any processing, mixing or combination (further processing) of provided items by the supplier shall be carried out for ASTORPLAST. The same applies in the event of further processing of the delivered goods

by ASTORPLAST, so that ASTORPLAST is deemed to be the manufacturer and acquires ownership of the product at the latest upon further processing in accordance with the statutory provisions.

7.4 The transfer of ownership of the goods to ASTORPLAST shall be unconditional and without regard to the payment of the price. However, if ASTORPLAST accepts an offer of the Supplier to transfer title conditional on payment of the purchase price in an individual case, the Supplier's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. ASTORPLAST remains authorised to resell the goods in the ordinary course of business even before payment of the purchase price with advance assignment of the claim arising therefrom (alternatively, the simple reservation of title extended to the resale applies). In any case, all other forms of retention of title are excluded, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing.

8. Warranty

8.1 The statutory provisions shall apply to ASTORPLAST's rights in the event of material defects and defects of title of the goods (including wrong delivery and short delivery as well as improper assembly, defective assembly, operating or operating instructions) and in the event of other breaches of duty by the supplier, unless otherwise provided below.

8.2 In accordance with the statutory provisions, the Supplier is liable in particular for ensuring that the goods have the agreed quality at the time of transfer of risk to ASTORPLAST. In any case, those product descriptions which - in particular by designation or reference in ASTORPLAST's order - are the subject matter of the respective contract or have been included in the contract in the same way as these GTCP shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from ASTORPLAST, the supplier or the manufacturer.

8.3 The supplier further warrants that the deliveries and services have the usually assumed properties, that they correspond to his description, samples or specimens and that they can be used in accordance with the nature of the business or the agreement made. Public statements made by the supplier or the manufacturer, especially in advertising and in the information enclosed with the delivery or service, shall be used to assess this standard. This also applies to public statements made by the person who has imported the contractual goods and services into the European Economic Area or who designates himself as the manufacturer by affixing his name, trademark or other mark to the goods and services. Such statements shall not bind the supplier only if he neither knew nor

could have known them, if they were corrected when the contract was concluded or if they could not have influenced the conclusion of the contract. Furthermore, the deliveries and services shall comply with all general and special standards applicable in Germany (such as CE, declaration of conformity, etc.), but also with the recognised rules of science and technology.

8.4 In order to safeguard all rights of ASTORPLAST arising from defective and/or faulty services, it is sufficient to assert them within the agreed period, in the case of defences, the mere notification of defects within this period. If the Supplier procures pre-deliveries from third parties, it shall ensure the quality of such pre-deliveries either by its own means, in particular by its own appropriate quality inspection, or by contractually including the pre-supplier in these terms and conditions. Pre-suppliers shall be deemed to be vicarious agents of the supplier.

8.5 ASTORPLAST is not obliged to inspect the goods or make special enquiries about any defects upon conclusion of the contract. In partial deviation from Section 442 (1) sentence 2 of the German Civil Code (BGB), ASTORPLAST is therefore also entitled without restriction to claims for defects if ASTORPLAST remained unaware of the defect at the time of conclusion of the contract due to gross negligence.

8.6 The statutory provisions (Sections 377, 381 HGB) shall apply to the commercial duty to examine and give notice of defects, subject to the following proviso: ASTORPLAST's duty to examine shall be limited to defects which become apparent during its incoming goods inspection under external examination including the delivery documents (e.g. transport damage, wrong delivery and short delivery) or which are identifiable during ASTORPLAST's quality control in the random sampling procedure. If acceptance has been agreed, there is no obligation to inspect. In all other respects, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. ASTORPLAST's obligation to give notice of defects discovered later remains unaffected. Notwithstanding ASTORPLAST's duty to examine, its notice of defects shall be deemed to have been given without undue delay and in good time if it is sent within ten (10) working days of discovery or, in the case of obvious defects, of delivery.

8.7 Subsequent performance shall also include the removal of the defective goods and their re-installation if the goods have been installed in another item or attached to another item in accordance with their type and intended use; ASTORPLAST's statutory claim for reimbursement of corresponding expenses shall remain unaffected. The Supplier shall bear the expenses necessary for the purpose of inspection and subsequent performance even if it turns out that there

was actually no defect. ASTORPLAST's liability for damages in the event of an unjustified request for rectification of defects remains unaffected; however, ASTORPLAST is only liable in this respect if ASTORPLAST recognised or was grossly negligent in not recognising that there was no defect.

8.8 Notwithstanding ASTORPLAST's statutory rights and the provisions in section 8.7, the following shall apply: If the Supplier fails to fulfil its obligation of subsequent performance - at ASTORPLAST's option by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery) - within a reasonable period of time set by ASTORPLAST, ASTORPLAST may remedy the defect itself and demand reimbursement of the expenses required for this purpose or a corresponding advance payment from the Supplier. If the supplementary performance by the Supplier has failed or is unreasonable for ASTORPLAST (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline need be set; ASTORPLAST shall inform the Supplier of such circumstances without undue delay, if possible in advance.

8.9 Furthermore, in the event of a material defect or defect of title, ASTORPLAST is entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, ASTORPLAST shall be entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.

8.10 The warranty period for material defects and defects of title is 3 years, unless expressly agreed otherwise.

9. Supplier recourse

9.1 In addition to the claims for defects, ASTORPLAST shall be entitled without restriction to the legally determined claims for recourse within a supply chain (supplier recourse pursuant to §§ 445a, 445b, 478 BGB). In particular, ASTORPLAST is entitled to demand from the supplier exactly the type of subsequent performance (repair or replacement) that it owes its customer in the individual case. ASTORPLAST's statutory right of choice (Section 439 (1) BGB) shall not be restricted hereby.

9.2 Before ASTORPLAST acknowledges or fulfils a claim for defects asserted by its customers (including reimbursement of expenses pursuant to §§ 445a para. 1, 439 para. 2 and 3 BGB), it shall notify the supplier and request a written statement, briefly stating the facts. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by ASTORPLAST shall be deemed to be owed to its customer. In this case, the supplier shall be responsible for proving the contrary.

9.3 ASTORPLAST's claims under supplier recourse shall also apply if the defective goods have been further processed by ASTORPLAST or another contractor, e.g. by incorporation into another product.

10. Product liability

10.1 In the event that the delivered goods have defects within the meaning of the Product Liability Act and ASTORPLAST is held liable as a result, the Supplier shall indemnify and hold ASTORPLAST harmless. Within the scope of his obligation to indemnify, the Supplier shall reimburse expenses pursuant to Sections 683, 670 of the German Civil Code (BGB) arising from or in connection with a third party claim including recall actions carried out by ASTORPLAST. ASTORPLAST shall inform the supplier about the content and scope of recall measures - to the extent possible and reasonable - and give him the opportunity to comment. Further legal claims remain unaffected.

10.2 For a period of 11 years from the last delivery, the Supplier undertakes, with respect to the products delivered by him, to immediately name the respective manufacturer, importer or upstream supplier to ASTORPLAST upon request, as well as to immediately provide ASTORPLAST with useful evidence, in particular manufacturing documents and documents showing production and delivery batches and/or production and delivery slips, for the defence against product liability claims by third parties. The supplier undertakes to keep this risk of a claim as set out above adequately insured and to provide ASTORPLAST with suitable evidence thereof upon request.

11. Fire protection, environmental protection, occupational safety

Should the supplier carry out work or deliveries within the framework of the contractual relationship at one of ASTORPLAST's business premises, he shall strictly comply with the relevant ordinances and laws as well as the General Terms and Conditions of Erection issued by ASTORPLAST or ensure that the regulations are complied with by his employees. If the supplier does not yet have ASTORPLAST's General Terms and Conditions of Assembly, he must request them without delay.

12. Property rights

The agreed price shall cover the acquisition of the statutory industrial property rights, in particular patents, to the extent that their acquisition is necessary for us to freely use and resell the delivery item. If licences are necessary, the supplier shall procure them at his own expense. ASTORPLAST may use inventions of the supplier in the performance of the contract free of charge. The supplier shall indemnify and hold ASTORPLAST harmless in the event of

infringement of third-party property rights in connection with the ordered delivery or service.

13 Assumption of contract, assignment and set-off

The supplier may not pass on the order in whole or in part to other contractors for execution without the written consent of ASTORPLAST. The supplier may only assign his claims against ASTORPLAST with ASTORPLAST's written consent. ASTORPLAST is entitled at any time to set off claims to which it or its affiliated companies within the meaning of §§ 15 et seq. of the German Stock Corporation Act (AktG) are entitled against claims of the supplier.

14 Confidentiality and data protection

14.1 The Supplier undertakes to keep confidential the information coming to its knowledge in connection with the contract concerning ASTORPLAST or the subject matter of the contract, insofar as it is not generally or otherwise lawfully known to it, or the results or partial results produced by it.

14.2 This also applies to ASTORPLAST or third parties regarding personal data that come to the Supplier's knowledge in connection with the contract. When processing personal data, the Supplier shall comply with all provisions of the GDPR and shall in particular protect such data from access by third parties and shall likewise cause its employees involved in such processing to maintain the corresponding confidentiality.

14.3 Furthermore, the Supplier gives its consent that personal data from this business case may also be transmitted to other companies affiliated with ASTORPLAST pursuant to §§ 15 et seq. AktG (German Stock Corporation Act).

15. Compliance

15.1 In connection with the contractual relationship, the Supplier shall be obliged to comply with the relevant statutory provisions applicable to it. This applies in particular to anti-corruption and money laundering laws as well as antitrust, labour and environmental protection regulations.

15.2 The Supplier shall ensure that the products delivered by him comply with all relevant requirements for placing on the market in the European Union and the European Economic Area. He shall provide ASTORPLAST with evidence of conformity upon request by submitting suitable documents.

15.3 The Supplier shall use reasonable endeavours to ensure compliance by its subcontractors with the obligations incumbent on the Supplier under this Clause 15.

15.4 If the Supplier has demonstrably entered into an agreement that constitutes an inadmissible restriction

of competition and leads to a claim for damages on the part of ASTORPLAST in accordance with § 33a GWB, he shall pay 15% of the settlement amount to ASTORPLAST, unless damages in a different amount are proven. This also applies if the contract is terminated or has already been fulfilled. Other contractual or statutory claims of ASTORPLAST remain unaffected.

16 Place of performance, jurisdiction and applicable law

16.1 The place of performance is the delivery address specified by ASTORPLAST in the order or the place where the service is to be provided.

16.2 These GTCP and the contractual relationship between ASTORPLAST and the Supplier shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

16.3 The exclusive place of jurisdiction shall be Stuttgart; ASTORPLAST shall, however, also be entitled, at its discretion, to bring actions arising from the contract before the court which has subject-matter and local jurisdiction for this purpose under the legal provisions applicable to the state in which the Supplier has its place of business or residence.

17 Severability clause

Should individual provisions of these regulations be or become invalid, this shall not affect the validity of the remaining provisions.