

General Terms and Conditions of Purchase of IBU-tec advanced materials AG and BNT Chemicals GmbH

1. General Scope

- 1.1. These general terms and conditions of purchase (in the following "**GTCP**") apply to all business relationships with our contractual partners, from which movable property and / or services of any kind (hereinafter "**supplies and services**") (hereinafter referred to as "**supplier**"). The GTCP apply in particular to contracts for the purchase and / or delivery of movable items, regardless of whether the supplier manufactures them himself or obtains them from third parties (§§ 433, 650 BGB) and regardless of whether these are with other movable items or connected to real estate as well as for services carried out at our operating locations.
- 1.2. The GTCP apply exclusively. We do not recognize any terms and conditions of the supplier that contradict or deviate from these GTCP, unless and, if applicable, to the extent that we expressly consent to their validity in writing.
- 1.3. These GTCP also apply if we unconditionally accept a delivery or service and / or make payments for it, knowing that the supplier's conditions conflict with or deviate from these GTCP.
- 1.4. As soon as these GTCP have been used once with a supplier, they also apply to subsequent orders.
- 1.5. Individual agreements made with the supplier on a case-by-case basis (including side agreements, additions and changes) always take precedence over these GTCP. A written contract or written confirmation by us is authoritative for the content of such agreements, subject to evidence to the contrary.

2. Services

- 2.1. The supplier must strictly adhere to the request in the offer and expressly point out any deviations.
- 2.2. The offer must be made free of charge and does not create any obligation for the inquiring party.

3. Order

- 3.1. All offers from us to conclude a contract (hereinafter: "**Order**") to the supplier must be in text form within the meaning of § 126b BGB (hereinafter: "**Text form**").
- 3.2. The supplier accepts the offer by confirming its acceptance in writing (hereinafter: "**Order confirmation**"). The contract is effectively concluded upon receipt of the order confirmation.
- 3.3. Changes to the delivery or service item on the part of the supplier are only possible with our express consent in writing.
- 3.4. Our complete order number and supplier number must be stated on invoices, delivery notes and in correspondence.

4. Prices - Terms of Payment

- 4.1. The prices agreed in the order apply. Unless otherwise stated in the order, the price shown in the order includes the statutory sales tax and all additional costs of the supplier, in particular packaging, freight, insurance, assembly, and any commissioning costs.
- 4.2. If the supplier should reduce his prices and / or improve the conditions in the time between order and delivery and service, the prices, and conditions valid on the day of delivery shall apply.
- 4.3. Invoices must correspond to the order in terms of expression as well as the order of the text and the prices. Any excess or underperformance must be listed separately in the invoice.
- 4.4. The agreed price is due for payment within 30 days of complete delivery and service (including any agreed acceptance) and receipt of a verifiable invoice that meets the legal requirements. If we make payment within 14 calendar days, the supplier grants us a 3% discount on the net amount of the invoice.
- 4.5. We do not owe any maturity interest. The statutory provisions apply to default in payment.
- 4.6. Through payments we do not recognize any conditions or prices that deviate from the agreed conditions and prices. The time of payment has no influence on the supplier's warranty and the right to complain.
- 4.7. The return of packaging takes place in accordance with the provisions of the currently valid packaging ordinance.

5. Delivery Time

- 5.1. The deadlines agreed in the contract as well as final and intermediate dates for delivery and service are binding.
- 5.2. The supplier is obliged to notify us immediately in text form if circumstances arise or become apparent to him from which it emerges that he cannot meet the agreed dates or deadlines. The occurrence of default remains unaffected.
- 5.3. The supplier is liable for all damage resulting from late delivery in accordance with the statutory provisions. The regulation in Section 5.4. stays unaffected.
- 5.4. If the supplier is in default, we are entitled to demand a contractual penalty of 0.25% of the net order amount per completed calendar day; however, a contractual penalty due under this provision must not exceed 5 (five)% of the net order amount. The supplier reserves the right to prove that we suffered no or only minor damage.

6. Delivery and Performance; Transfer of Risk; Delay of Acceptance

- 6.1. Delivery within Germany is "free domicile", duty paid, including packaging, insurance, and freight (DDP according to INCOTERMS 2020) to the location specified in the order. If the place of order is not specified and nothing else has been agreed, delivery must be made to our registered office at Hainweg 9 - 11 in 99425 Weimar, Germany. The respective destination is also the place of performance for the delivery and any subsequent performance (obligation to provide).
- 6.2. The supplier bears the risk of accidental loss and accidental deterioration of the delivery or service item until it is handed over at the place of performance. If acceptance has been agreed, this is decisive for the transfer of risk. In addition, the statutory provisions of the law on contracts for work and services apply accordingly in the event of acceptance. The transfer or acceptance is the same if we are in default of acceptance.
- 6.3. The statutory provisions apply to the occurrence of our default in acceptance. However, the supplier must also expressly offer us his services if a specific time or a time that can be determined according to the calendar has been agreed for an action or cooperation on our part (e.g., provision of material).

7. Shipment

- 7.1. The goods to be delivered must be adequately protected against damage of any kind by choosing suitable packaging and means of transport.
- 7.2. For each shipment, the supplier must send a notification of dispatch separately from the goods and the invoice on the day of dispatch.
- 7.3. The goods must be accompanied by a delivery note and packing slip stating our complete order number, supplier number and receiving point.
- 7.4. The shipping packages must be marked with our order number, the article number, if available, and the point of receipt.
- 7.5. If the delivery note is missing or incomplete, we are not responsible for the resulting delays in processing and paying for the delivery or service. The supplier bears any costs arising from this.
- 7.6. The supplier must pack label and dispatch dangerous goods in accordance with the applicable national and international e regulations.
- 7.7. The supplier is liable for damage and bears the costs that arise from non-compliance with these regulations. He is also responsible for compliance with these shipping regulations by his subcontractors. All shipments that cannot be accepted due to non-compliance with these regulations will be stored at the expense and charge of the supplier. We are entitled to determine the content and condition of such shipments.

8. Insurance

- 8.1. The transport insurance is taken out exclusively by the supplier. The supplier bears the costs incurred for this.
- 8.2. Machines, apparatus etc. loaned to us are insured by us against the usual risks. Any further liability for loss or damage to the machines, devices, etc., do not exist.

9. Warranty, Notification of Defects and Liability

- 9.1. The delivery item must meet the conditions specified in the order as well as the other guaranteed properties, the generally recognized rules of technology, the device safety law, the applicable safety requirements, the occupational health and safety and accident prevention regulations and all other legal and official regulations. In particular, DIN standards and VDE regulations as well as labeling obligations must be met and the relevant specifications must be adhered to for substances and raw materials.
- 9.2. The statutory provisions (§§ 377, 381 HGB) apply to the commercial inspection and notification obligation with the following stipulation: Our duty to inspect is limited to defects that come to light during our incoming goods inspection under an external assessment including the delivery papers (e.g. transport damage, incorrect and short delivery) or are recognizable in our quality control in the random sampling procedure. If acceptance has been agreed, there is no obligation to examine. In addition, it depends on the extent to which an investigation is feasible in the normal course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects that are discovered later remains unaffected. Without prejudice to our duty to examine, our complaint (notification of defects) is deemed to be prompt and timely if it is sent within 5 (five) working days of discovery or, in the case of obvious defects, within 5 (five) working days of delivery. Insofar as an acceptance test for the delivery or service item has been agreed, there is no obligation on our part to examine.
- 9.3. We are not obliged to examine the goods or to make specific inquiries about any defects when the contract is concluded. Partly deviating from Section 442 Paragraph 1 Sentence 2 BGB, we are therefore entitled to unlimited claims for defects even if the defect was unknown to us at the time the contract was concluded due to gross negligence.
- 9.4. If the delivery and service do not comply with the provisions of Section 9.1., We can, at our discretion, request the removal of the defect (subsequent improvement) or the delivery of defect-free goods (replacement delivery) (subsequent performance).
- 9.5. The warranty claims expire in accordance with the statutory provisions. The limitation period begins to run after the transfer of risk. If an acceptance has been agreed, the limitation period begins with the acceptance. The two-year limitation period according to § 438 Paragraph 1 No. 3 BGB also applies to claims arising from defects of title, whereby the statutory limitation period for real claims for surrender by third parties (§ 438 Paragraph 1 No. 1 BGB) remains unaffected; In addition, claims based on legal defects do not become statute barred as long as the third party can still assert the

- right against us, in particular in the absence of a statute of limitations.
- 9.6. The supplier's guarantee also extends to the parts manufactured by the subcontractor.
 - 9.7. In the event of a complaint, the warranty period is extended by the period between the complaint and the removal of the defect. If the delivery item is renewed in whole or in part, the warranty period begins again.
 - 9.8. Without prejudice to our statutory rights, the following applies: If the supplier does not meet his obligation to provide supplementary performance within a reasonable period set by us, we can remedy the defect ourselves and demand compensation from the supplier for the necessary expenses or a corresponding advance payment. If the supplementary performance by the supplier has failed or is unreasonable for us (e.g. because of particular urgency, threat to operational safety or impending occurrence of disproportionate damage), there is no need to set a deadline; we will inform the supplier of such circumstances immediately, if possible in advance.
 - 9.9. In addition, the supplier is liable in accordance with the statutory provisions.

10. Supplier Recourse

- 10.1. We are entitled to our legally determined recourse claims within a supply chain (supplier recourse according to §§ 445a, 445b, 478 BGB) in addition to the claims for defects. In particular, we are entitled to demand exactly the type of supplementary performance (repair or replacement delivery) from the supplier that we owe to our customers in individual cases. The only exception to this is if we have previously been granted equivalent compensation for the recourse claim. This does not restrict our statutory right to choose (Section 439 (1) BGB).
- 10.2. Before we acknowledge or fulfill a defect claim asserted by our customer (including reimbursement of expenses in accordance with §§ 445a Paragraph 1, 439 Paragraph 2 and 3 BGB), we will notify the supplier and ask for a written statement, briefly explaining the facts. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is found, the claim for defects actually granted by us shall be deemed owed to our customer. In this case, the supplier is responsible for providing evidence to the contrary.
- 10.3. Our claims from supplier recourse also apply if the defective goods have been further processed by us or another entrepreneur, e.g. through installation in another product.

11. Producer Liability

- 11.1. If we are referred to a defect in the delivery or delivery delivered by the supplier. The supplier shall indemnify us from the liability resulting from the defect on first request, insofar as he is responsible for the defect and he himself is liable in the external relationship.
- 11.2. Within the scope of his indemnification obligation, the seller must pay expenses in accordance with §§ 683, 670 BGB (German Civil Code) resulting from or in connection with a claim by third parties, including recalls carried out by us. We will inform the seller about the content and scope of recall measures – as far as possible and reasonable – and give him the opportunity to comment. Further legal claims remain unaffected.
- 11.3. The supplier has - without prejudice to any personal liability of the supplier - to conclude and maintain product liability insurance with adequate coverage for personal injury and property damage, and to provide evidence of this to us upon request.

12. Resignation; Reduction

Irrespective of the provisions of clause 9, we are entitled to reduce the purchase price or withdraw from the contract in the event of a material or legal defect in accordance with the statutory provisions. In addition, we are entitled to compensation for damages and expenses in accordance with the statutory provisions.

13. Examinations

A test certificate or a certificate of analysis must be enclosed with each delivery. Quality agreements are to be concluded at our request. If tests are planned for the delivery item, the supplier bears the material and personnel test costs.

14. Documents; Confidentiality; Retention of Title

- 14.1. All drawings, standards, guidelines, analysis methods, recipes and other documents that we provide to the supplier for the manufacture of the delivery item, as well as the documents prepared by the supplier according to special information, remain our property and may not be used by the supplier for other purposes, reproduced or made available to third parties. Upon request, they are to be returned to us immediately, including copies and reproductions.

We reserve the industrial property rights to all documents handed over to the supplier.

- 14.2. The supplier must treat the inquiry and order as well as the work related to them as business secrets and accordingly treat them confidentially. He is liable for all damage that we incur as a result of the breach of this obligation. The confidentiality obligation only expires when and to the extent that the knowledge contained in the documents provided, as well as in the inquiry or order, has become generally known.

- 14.3. The above provision applies accordingly to substances and materials (e.g., software, finished and semi-finished products) as well as to tools, models, molds, lithographs, clichés, templates, samples and other items that we provide to the supplier for production. Such objects - as long as they are not processed - are to be stored separately at the supplier's expense and insured to an appropriate extent against destruction and loss.
- 14.4. Processing, mixing or combining (further processing) of provided items by the supplier is carried out for us. The same applies to further processing of the delivered goods by us, so that we are considered the manufacturer and acquire ownership of the product at the latest with further processing in accordance with the statutory provisions.
- 14.5. If substances and materials (e.g., software, finished and semi-finished products) as well as tools, models, molds, lithographs, clichés, templates, samples and other items for the execution of the order are manufactured by the supplier, these become our property upon payment, even if they are remaining in the possession of the supplier. These items are to be returned to us on request.
- 14.6. Documents of all kinds that we need for the use, installation, assembly, processing, operation, maintenance, inspection, servicing of the delivery item must be made available by the supplier in good time and free of charge.
- 14.7. The standards and guidelines that we cite apply in the latest version. Company standards and guidelines from us are to be requested from the supplier if they have not already been made available.

15. Assembly, Maintenance, Inspections, Repairs

- 15.1. If assembly, maintenance, inspection or repair is carried out at or for us, the supplier is obliged to perform the service in such a way that the applicable regulations on technical work equipment, the relevant accident prevention regulations, other occupational health and safety regulations and otherwise the generally accepted safety and occupational health rules are observed. If this regulation is not observed, the service shall be deemed not to have been properly fulfilled. Claims for damages due to resulting consequences remain reserved.
- 15.2. The assessment of risks and hazards arising from activities at our premises (hereinafter: "Risk Assessment") is the responsibility of the Supplier. The supplier must prepare the risk assessment, which must be presentable at all times. At our request, the risk assessment must be presented.
- 15.3. The risk to the property of the supplier or his workforce brought into our plant is not borne by us.

16. Patents

The supplier is liable for ensuring that the delivery and use of the delivery items do not infringe patents or property rights of third parties. The supplier bears license fees.

17. Origin of Goods

The delivered goods must meet the conditions of origin of the preferential agreements of the EU.

18. Compliance

- 18.1. The supplier is obliged to comply with all legally binding regulations, in particular the applicable laws for the protection of fair competition, the applicable export and import bans, the applicable customs and tax regulations as well as the applicable statutory regulations for the protection of the environment, employees of the IBU-tec group as consideration for the purchase of products or services are not to promise or grant benefits (e.g. engage in bribery), are not to allow child and/or forced labor and are to guarantee fair wages, reasonable working hours, safe working conditions and a non-discriminatory working environment for our own employees.
- 18.2. The IBU-tec Group has the right to terminate any contract within the framework of its appropriateness without notice or to withdraw from such a contract if the supplier violates the obligations in the previous paragraph.
- 18.3. The supplier is obliged to indemnify the IBU-tec Group from claims by third parties that are raised against the IBU-tec Group due to or in connection with a breach of the obligations arising from the preceding paragraph.

19. Other Provisions

If individual or several provisions of these GTCP are or become ineffective or void, this shall not affect the validity of the remaining provisions or the contract with the supplier.

20. Applicable Law; Place of Jurisdiction

- 20.1. The law of the Federal Republic of Germany shall apply to these GTCP, and any contracts based thereafter with the Supplier, to the exclusion of private international law. The validity of the international sales law (UN Sales Law - CISG) is expressly excluded. Customary clauses shall be interpreted in accordance with the Incoterms in force.
- 20.2. The place of jurisdiction is Weimar, Germany. However, we are also entitled to sue the supplier at his registered office.