

General terms and conditions of purchase

I. General

1. All orders, contracts, agreements and delivery call-offs are subject exclusively to these terms and conditions of purchase as well as the mandatory compliance with the con-pearl code of conduct. We shall only recognize general terms and conditions of the supplier that conflict with or deviate from our terms and conditions of purchase to the extent that we have expressly agreed to them in writing. Acceptance of goods or services by the supplier or payment thereof shall not constitute consent in any case. In all other respects, the statutory provisions shall apply.
2. Other agreements, ancillary agreements and amendments must be expressly agreed in writing. In the same way, all declarations to be made to us within the scope of the execution of the purchase contracts or in accordance with these terms and conditions must be made in writing. A waiver of this written form requirement or other agreed formal requirements is only possible in individual cases and only by express written agreement. An actual practice deviating from this shall also not lead to a waiver of the formal requirements.
3. These terms and conditions of purchase apply to all companies of the con-pearl group, in particular con-pearl GmbH.
4. These Terms and Conditions of Purchase shall also apply to future orders until new Terms and Conditions of Purchase become valid, even if no reference is made to them in detail.
5. The pronouns "we", "us" and the declined forms such as "our" as well as adverbs such as "on our part" used in the following refer to the companies of the con-pearl Group.

II. Conclusion of Contract (Orders and Acceptance) and Contract Amendments

1. Delivery contracts (orders), delivery call-offs and other legal transactions between us and the supplier as well as amendments and supplements must be made in writing; the same applies to deviations in quality and quantity compared to the content of the order as well as to subsidiary agreements, subsequent amendments and supplements. Drawings (including tolerance specifications), order standards and other applicable contractual documents specified by us in individual cases shall be binding.
2. For the order we expect a written order confirmation within 3 working days. If we do not receive an order confirmation within this period, then we automatically consider the order with the stated terms/conditions as accepted.
3. The order shall be deemed accepted at the time when a contract is usually concluded: either by order confirmation or by action of the supplier which is consistent with the fulfillment of the order. The earlier point in time shall apply.
4. With the acceptance of our order, the supplier acknowledges our terms and conditions of purchase. In the course of the process of supplier management and supplier approval, we require documents from them for supplier self-disclosure for approval as a supplier of con-pearl GmbH. These will be provided by us.

III. Invoicing and payment transactions

1. We request invoices only digitally to buchhaltung@con-pearl.de
2. If the delivery prices have not yet been fixed when we place the order, they shall be entered by the supplier in the order confirmation.
3. The price is without sales tax

4. All ancillary purchase costs shall be shown separately by the supplier within the scope of his offer. Unless otherwise agreed, freight and shipping costs are always included in the price. The same shall apply to packaging costs, which shall otherwise be charged at cost price (see terms of delivery).
5. Unless special agreements have been made, we are entitled to choose between payment within 14 days with a 3% discount or net payment within 45 days, in each case calculated after receipt of the goods at our premises and receipt of the invoice.
6. Payment terms run from the specified delivery date, at the earliest from the date of receipt of goods and invoice.
7. In the event of defective delivery, we shall be entitled to withhold our payment pro rata until proper performance.
8. Without our prior written consent - which we may not unreasonably refuse - the supplier shall not be entitled to assign its claims against us or to have them collected by third parties. Insofar as the supplier has his claim collected by third parties with our consent, we may not incur any costs as a result.

IV. Delivery, Delivery Time, Delay in Delivery, Force Majeure

1. The supplier has to choose the best packaging corresponding to the goods, so that the goods are protected from damage. Furthermore, the supplier is obliged to prefer environmentally friendly solutions without any disadvantages for us (e.g. additional costs).
2. Unless otherwise agreed, delivery shall be made DAP (Incoterms 2022) to our company address. In case of delivery "free domicile", we shall take over the unloading.
3. All shipments traveling within the federal territory are insured by us. We therefore do not reimburse any insurance costs. Insurance costs incurred when transporting the goods outside the German Federal territory are considered to be included in the price.
4. Partial deliveries, over-deliveries and under-deliveries are not permitted unless they have been agreed to in text form. Then these types of deliveries are to be marked as such.
5. The delivery time specified in the order or the delivery call-off is binding. Delivery time runs from the day of order. Decisive for compliance with the delivery date or delivery period is the receipt of the goods by us.
6. If delivery DAP is not agreed, the supplier shall make the goods available to us in due time, taking into account the usual time for loading and shipment.
7. The supplier is immediately in default as soon as the agreed delivery date cannot be met.
8. The conditional acceptance of a delayed delivery or service shall not constitute a waiver of any claims to which we may be entitled due to delayed delivery/service.
9. If the supplier does not perform on the agreed date or within the agreed time, he shall be liable in accordance with the statutory provisions, including our right to withdraw from the contract and to claim damages in lieu of performance after a reasonable grace period set by us has been met without result.
10. In the event of delays in delivery, we are entitled to demand 0.5 to a maximum of 5 percent of the respective order value as a contractual penalty.
11. In cases of force majeure, such as labor disputes, riots or other unavoidable events, the supplier shall be liable to us for damages for delay if he was already in default at the time of the occurrence of force majeure or if he did not notify us immediately in writing of the impending occurrence of such circumstances.

VI. quality, REACH regulation

1. Our QM guideline in the version valid on the delivery date shall apply to the delivery. The supplier can download these from our homepage (www.con-pearl.de). Upon request, we will also provide the supplier with this guideline in written form.
2. We expect that the supplier itself has a functioning QM system and that it keeps corresponding proof of the performance of the tests required by this system for all its deliveries. We reserve the right to conclude a special QM agreement with the supplier for this purpose.
3. The supplier shall ensure on its own responsibility that all goods intended for us have been inspected prior to delivery. The supplier therefore waives the incoming goods inspection by us and accepts that the inspection of the goods for possible defects will only take place immediately before production or processing. In this respect, the supplier cannot invoke § 377 of the German Commercial Code (HGB), even if he does not maintain a QM system or if the goods are defective despite his QM system.
4. Irrespective of this, the obligation to inspect and to give notice of defects shall commence in all cases at the earliest when a proper notice of dispatch or a delivery bill is available. In the case of deliveries which include assembly, these obligations shall furthermore commence at the time of acceptance at the earliest.
5. The supplier is obliged to ensure that its deliveries comply with the provisions of Regulation EC No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH Regulation) as amended. The supplier must also comply with its information obligations pursuant to Article 3 of the Regulation.

VII. freedom from material defects

1. For a period of two years after use or commissioning, the Supplier warrants that the delivery item does not exhibit any defects that impair use or operation and that it has the properties specified or warranted by the Supplier.
2. We shall notify the supplier of any defects in the delivery item within five days, insofar as these are detected in the ordinary course of business. In this respect, the supplier waives the objection of a delayed notice of defects.
3. Payments made by us do not constitute recognition that the goods are free of defects.
4. Acceptance of the goods is subject to an inspection for freedom from defects, in particular also for correctness and completeness.
5. In case of delivery of defective goods, we shall give the supplier once the opportunity to sort out as well as to rectify or subsequently deliver the goods before the start of production or processing, unless this is unreasonable for us, e.g. due to time reasons. If this supplementary performance fails or if the supplier is not able to carry it out or if he does not immediately comply with the request for supplementary performance, we may withdraw from the contract as well as return the goods at the supplier's risk and make other arrangements. If the same goods are repeatedly delivered defectively, we shall be entitled to withdraw from the contract after a written warning in the event of repeated defective delivery, even for a scope of delivery not fulfilled by then.
6. In the event of a notice of defect, the limitation period for claims based on defects shall be extended by the period of time between the notice of defect and the final rectification of the defect.
7. We reserve the right to charge a flat-rate fee of € 150.00 per complaint for the processing of complaints. This processing fee will be charged to you according to the cause. In addition, further costs, such as special trips, set-up and retrofitting costs, sorting and repacking costs, etc., which

we incur due to incorrect information provided by you, will also be charged to you from now on according to the costs incurred.

8. In addition, the supplier shall be obliged to pay us damages within the scope of the statutory provisions, in particular §§ 437, 440, 280 ff BGB. We expressly reserve the right to claim damages in addition to the other statutory claims for defects. We shall be entitled to retain the amounts of damages resulting from the causation analysis, including those resulting from consequential harm caused by a defect, directly from the invoice amount.
9. In addition to other claims, we may also claim damages for uselessly expended materials and wages.

VIII. Freedom from defects of title

1. The supplier shall be liable for ensuring that neither the delivery of the delivery items to us nor their use by us violates the rights of third parties, in particular neither patent rights nor other industrial property rights of third parties.
2. If such an infringement of rights nevertheless occurs, the supplier shall bear any license fees, indemnify us against all claims for damages and bear the damages incurred by us. In addition, the supplier shall reimburse us for any costs incurred in the course of representation or legal defense with regard to such infringements.

IX. Working materials, tool transfer and intellectual property rights

1. Process descriptions, drawings and other information provided by us to the supplier for the manufacture of goods, and drawings and other documents prepared by the supplier according to our special instructions, may not be used by the supplier for other purposes, reproduced or made accessible to third parties. Upon request, they shall be returned to us without delay together with all copies and duplicates. If no delivery is made, the supplier shall hand them over to us without special request.
2. Lithographs, printing plates, printing rollers, tools, models, CAD design data, drawings, molds, etc., which are produced by the supplier for the purpose of executing the order, shall become our property upon payment, even if they remain in the possession of the supplier. The items are to be handed over to us upon our request. This shall also apply accordingly to the related data records. Subject to our express prior written consent, the supplier shall not be entitled to use the aforementioned items or the data sets for its own purposes or for third parties or to pass them on to third parties.
3. The supplier shall regard our order and any work based thereon as a trade secret and accordingly treat them confidentially. He shall be liable to us for all damages arising from the violation of these obligations.

X. Environmental protection and industry-specific regulations

1. The environmentally relevant legal or official requirements and limit values are to be understood as minimum requirements. If the statutory or official provisions change, the supplier shall observe them independently, irrespective of any request by us.
2. In addition, all industry-specific regulations, in particular those of the automotive industry, the construction industry and the logistics industry, must be complied with just as independently.
3. If the environmental protection or industry-specific regulations conflict with requirements of our company or if doubts or ambiguities arise in this respect, the supplier must point this out to us in writing and await a written clarification and instruction from us.

XI. Special Provisions for Contract Processing

The raw goods provided by us shall be insured by us at our expense. Mixing of our raw goods with other goods of the contract processor or its customers is prohibited without our express written consent.

XIII Compliance

1. In addition to its obligations to comply with the provisions of these General Terms and Conditions of Purchase and applicable laws and regulations, the Supplier must and shall ensure that its employees, (commercial) agents, subcontractors and other vicarious agents comply with the Supplier Code of Conduct of con-pearl GmbH in the latest available applicable version or other notified guidelines; and comply with all applicable anti-corruption and anti-bribery laws and regulations.
2. The Supplier shall also use its best efforts to ensure that compliance is also promoted and demanded by its own suppliers and subcontractors.
3. If he becomes aware of a (suspected) violation of the Supplier Code of Conduct by his employees, (commercial) representatives, subcontractors and other vicarious agents, he shall notify us thereof in writing without delay. We may suspend the performance of the contract immediately and in writing until an investigation of the (suspected) violation has been carried out. The supplier shall support us in such an investigation, in particular by granting us access to the employees, systems and documents.
4. We reserve the right to audit the supplier for compliance with our Suppliers Code of Conduct at any time and without prior notice. This can be done either by us or an independent company.

XII. Supplier declaration

1. The supplier is obligated to provide us with binding information on the trade policy and the respective prescribed preferential origin for its goods. For this purpose, the supplier shall provide us, without being requested to do so, with a long-term supplier's declaration for deliveries of goods within the European Union (EU) in accordance with the respective valid EU implementing regulation at the end of the respective calendar year.
2. The supplier also assures to enclose the respective prescribed proof of origin for goods deliveries from a free trade agreement/preferential agreement country.
3. The commercial origin shall be indicated on the respective commercial invoice and, if required, a certificate of origin shall be issued, in writing in the case of first delivery by the date of the first delivery at the latest.
4. We must be notified immediately in writing of any changes in the origin of the goods.

XIII Place of performance and jurisdiction, applicable law

1. Unless otherwise agreed in individual cases, the place of performance for all deliveries and services shall be our registered office in Geismar. The place of jurisdiction shall be the court having subject-matter jurisdiction for this registered office.
2. The law of the Federal Republic of Germany shall apply exclusively, unless otherwise agreed in individual cases. The application of the uniform purchase laws in the Hague Convention on the International Sale of Goods or the UN Convention on Contracts for the International Sale of Goods is excluded.

3. Should any provision of these Terms and Conditions of Purchase be or become invalid, this shall not affect the validity of the remaining provisions or of the Terms and Conditions of Purchase as a whole. Rather, the invalid provision shall be replaced by a valid provision which corresponds as far as possible to the intended purpose of the invalid provision. This shall apply accordingly in the event that a loophole is found.

37308 Geismar, 01.03.2023