

General terms and conditions of purchase

PLANTAG Coatings GmbH, BLC Lack Chemie GmbH, PLANTAG Lacke GmbH

Stand: 01. Januar 2025

1. APPLICABILITY OF OUR GENERAL TERMS AND CONDITIONS OF PURCHASE

1.1 These General Terms and Conditions of Purchase (hereinafter also referred to as Terms and Conditions) apply if we purchase services of any kind from the contractual partner.

1.2 Our Conditions of Purchase apply exclusively. They also apply to future transactions with the contractual partner. General terms and conditions of the contractual partner that deviate from our conditions of purchase are not valid. This also applies if we accept services from the contractual partner and the contractual partner refers to its own conditions. However, the following conditions of purchase do not apply if the contractual partner is a consumer within the meaning of § 14 of the German Civil Code (BGB) (i.e. a natural person who concludes a legal transaction with us for a purpose that cannot be attributed to his or her commercial or self-employed professional activity).

1.3 In existing framework agreements, changes to our conditions of purchase will be notified to the contractual partner in writing. They shall be deemed to have been approved if the contracting party does not object in writing within one month of receipt of the notification. We will make a special reference to this episode when it is announced.

2. ORDERS

2.1 Orders are placed by us in writing or in text form; verbal (telephone) orders require our written confirmation or confirmation in text form. Written confirmation/confirmation in text form is not required:

- in the case of declarations by our managing directors and authorized signatories within the scope of their power of representation
- for declarations by employees to whom we have granted power of representation contrary to the foregoing and/or for employees who, despite the foregoing, act with prima facie and/or toleration power of attorney and/or
- for agreements made after the conclusion of the contract.

2.2 Contracts are concluded by our order and the order confirmation of the supplier. If the supplier does not reject our order within a period of 3 working days after receipt, the order confirmation with the content of the order shall be deemed to have been issued.

3. DOCUMENTS, CONFIDENTIALITY, MATERIAL/TOOLS PROVIDED, ACQUISITION OF OWNERSHIP

3.1 All order documents provided by us to the contractual partner (samples, recipes, and similar information of a physical or intangible nature, also in electronic form) remain our property and may not be brought to the attention of third parties and may not be used for competition purposes. The Contracting Party may not use these order documents to provide services to third

parties. If the contract is not concluded, as well as after completion of the order, the documents must be returned to us free of charge by the contractual partner. The Contracting Party is not entitled to make and retain copies.

3.2 The Contracting Party is obliged to make all information that is expressly designated by us as confidential or whose need for secrecy results from the circumstances accessible to third parties only with our express consent.

3.3 If we have provided the contractual partner with material for the provision of the service for us, this remains our property. The contracting party undertakes to treat it with care and will insure it against fire, water and theft as if it were his own property. Claims against the insurance company for these items are hereby assigned to us. All compounding, processing and mixing of the material is done for us. In the case of combination, processing and mixing, we acquire co-ownership of the new item in proportion to the value of our item to the other items at the time of processing, mixing or combination. If the combination or mixing takes place in such a way that the object of the contracting party is to be regarded as the main thing, we already agree with the contracting party that co-ownership of the main thing is transferred to us in the ratio in which the value of our object stands to the value of the main thing. The contractual partner shall keep the co-ownership for us free of charge.

3.4 If, according to the content of the contract, the Contracting Party is entitled to demand an advance payment, we have already agreed with the Contracting Party that we acquire ownership of the consideration with the payment of the advance payment, subject to conditions precedent. If the contracting party is still in possession of the item, he will henceforth keep it for us free of charge; any claims for restitution against third parties regarding the subject matter of the service are hereby assigned to us. Commercial rights of retention of the contractual partner remain unaffected by our acquisition of ownership. For the rest, our property acquired in accordance with the above shall henceforth be subject to No. 3.3.

Upon request, the contractual partner must prove to us that there are no third-party rights to the items to be transferred to us in accordance with the above, no supplier retention of ownership, transfer of title by way of security in favor of banks, etc., and landlord liens.

The provisions of this No. 3.4 shall apply mutatis mutandis to final payments/advance payments.

4. DELIVERIES, PLACE OF PERFORMANCE

4.1 The delivery of the goods shall take place at the expense and risk of the contractual partner free of charge to the agreed delivery address within the Federal Republic of Germany. If no delivery address has been agreed, the delivery will take place at our place of business. This applies accordingly to other services, provided that an item has to be transported. The risk of accidental loss and accidental deterioration shall pass to us upon unloading of the goods/completion of the service at the above-mentioned location.

4.2 The deliveries must comply with the respective legal regulations and the agreed packaging units in terms of presentation and content.

4.3 The exclusive place of performance for all services is the place of delivery, in the absence of a contractual agreement on our business address.

5. SOCIAL STANDARDS

When providing services to us, minimum social standards must be observed. The supplier guarantees that the provisions of national labor law are complied with, considering international agreements, particularly the ILO. It shall ensure that the products are not produced by children or forced labor, that employees receive wages in accordance with applicable laws and/or the standards of the local manufacturing industry, that the maximum working hours per week do not exceed 48 hours and the number of overtime hours per week do not exceed 12 hours, that employees are entitled to one day off after six working days, that there will be no discrimination on grounds relating to the personality or beliefs of the individual employee and that workers will not be restricted in their right to form and join organizations and to bargain collectively. In addition, the supplier must ensure safe and healthy working conditions and comply with environmental and safety regulations.

The supplier shall oblige subcontractors accordingly.

6. INFORMATION ON DELIVERY NOTES AND INVOICES; DOCUMENTS TEST CERTIFICATES

6.1 Each consignment must be accompanied by the corresponding delivery note without any indication of the price. It must be specified how many shipping units the entire shipment consists of. The package with the delivery note must be clearly marked.

Each shipping unit must be labelled with the information required by the packaging instructions.

In all documents of the supplier (particularly in delivery notes and invoices), at least the following data must be indicated in typescript for the ordered/delivered articles:

- Date and number of the order
- Article number of the contracting party
- VAT identification number
- TIN
- Delivery note number
- Quantity
- Indication of the type of packaging and number of packages (number of packages)

6.2 The Contracting Party is obliged to hand over and transfer to us all documents relating to the goods/services (test certificates, instructions for use, safety data sheets, technical data sheets, batch test certificates) free of charge and free of charge at the latest upon delivery of the goods/services.

6.3 The Contracting Party is only entitled to make partial deliveries with our express consent.

6.4 In the case of deliveries by drop shipment, we must be notified by means of written dispatch notices.

7. DELIVERY DATES

7.1 The delivery date is determined by the order and the order confirmation.

7.2 The Contracting Party must notify us immediately if it is foreseeable that the agreed delivery date cannot be met; further claims due to delay remain unaffected by this obligation.

7.3 In the event of delays in delivery and performance by subcontractors, the Supplier shall immediately procure the required goods and services elsewhere in order to comply with the delivery dates and deadlines agreed with us.

7.4 As a precautionary measure, the Contracting Party hereby assigns to us claims against its supplier (or other service provider) for compensation for damages caused by delay and compensation for damages in lieu of the services to which it is entitled because it is liable to pay us compensation accordingly. The assignment serves to secure our claims for damages. In all other respects, No. 10.6 accordingly.

7.5 In the event of a delay in delivery, we may claim a lump-sum damage due to delay in the amount of 0.5% of the net value of the goods (or the net value of the other service) for each week or part thereof by which the delivery period is exceeded, but not more than 5% of the net value of the goods (or the net value of the other service). The contracting party is entitled to prove that no or only minor damage has occurred; the lump-sum damage is then reduced accordingly. We reserve the right to assert higher damages for delay.

7.6 We are entitled to refuse acceptance of the goods/acceptance of the service in the event of force majeure, disruptions of operations, strikes and lockouts, other unrest as well as official orders, if we are not responsible for these impediments. If these impediments exist for a period of more than one month, we are entitled to withdraw from the contract and to reclaim payments already made, unless we are already entitled to these rights for other legal reasons before the expiry of this period. If partial deliveries have already been made and we have an interest in retaining the deliveries already made, the consequences of withdrawal are limited to the partial services not yet rendered.

8. NATURE, REQUIREMENTS FOR THE MANUFACTURING PROCESS

8.1 The characteristics of the products or services supplied by the Contractual Partner that are relevant for the safety of our products or our production shall be deemed to be guaranteed (§ 276 para. 1 sentence 1, 2nd Hs BGB) if the significance of these properties for the safety of our products or our production is recognizable to the Contractual Partner based on our own expertise or if we have pointed out the significance of the properties for the safety of the Contractual Partner at or before the conclusion of the contract. of our products or our production. The reference can be made by drawings, plans, samples, test specifications or similar and by customary abbreviations. Information in the supplier's product data sheets are guaranteed properties of the products in question. Further agreements on the assurance of properties before, during or after the conclusion of the contract remain unaffected; In all cases, such agreements may also be made orally or by reference to drawings, plans, samples, etc.

8.2 In addition, the supplier must ensure compliance with the respective legal limits and the limit values recommended by trade associations.

8.3 Once we have established quality samples with the Contractual Partner, the services provided by the Supplier must at least meet the quality of the samples.

8.4 All products supplied to us must be ISO 9001 et seq. certified and must be of at least the quality necessary to obtain this certification. At our request, proof of certification must be provided.

8.5 The performance of the Contracting Party must at least comply with customary commercial quality conditions. The provision of services by the contractual partner must not violate applicable regulations, including packaging and labelling regulations, and must not infringe the rights of third parties. At the very least, all other requirements of public law or competition law must also be complied with. Technical data sheets and test certificates/certificates for the goods/services must be correct in terms of content, legally sound, complete, comprehensible and written in German or English.

8.6 If there are technical regulations (e.g. DIN standards) that specify certain procedures for testing the quality of the product, these provisions are decisive for the verification of compliance with properties (e.g. regarding the test set-up, the cycles and/or other test conditions), unless otherwise agreed with the Contracting Party.

8.7 Further requirements relating to the quality/manufacturing process to be complied with by the Contracting Party remain unaffected by Sections 9.1 to 9.6 above.

9. CLAIMS DUE TO DEFECTS (WARRANTY)

9.1 We are entitled to the statutory warranty rights (claims for defects) in full.

9.2 The Contracting Party guarantees compliance with the properties guaranteed in accordance with Section 9.1 and compliance with the limit values in accordance with Section 9.1. 9.2.

9.3 The limitation period for claims for material defects is 3 years from the transfer of risk.

9.4 If §§ 377, 381 HGB are applicable, the following shall apply in addition to the statutory provisions:

- Initially, we will only inspect delivered products regarding their identity, for transport damage that is externally recognizable on the packaging and for obvious deviations in quantity based on the delivery note. We will complain about any discrepancies found in the process. Otherwise, we are only responsible for examining the products in connection with further processing by us. The foregoing does not apply to the supply of products for which there is a risk of obstruction of evidence due to the passage of time and an immediate examination is customary (e.g. in the case of delivery of products with a short shelf life).
- If we are required to file notices of defects, the notice period is at least two weeks, unless a longer notice period is customary in the trade. The foregoing does not apply to obvious damage in transit and to the delivery of products to us where difficulties of proof may arise due to the said passage of time (e.g. products with a short shelf life).
- If we are responsible for notifying us of defects, timely dispatch will comply with the deadline for filing a complaint. If the notice of defects is not received by the contractual

partner despite being sent, the notice of defects shall nevertheless be deemed to be timely if we repeat it immediately after the lack of receipt has been determined.

9.5 Further rights pursuant to §§ 478, 479 BGB remain unaffected in all cases.

9.6 As a precautionary measure, the Contractual Partner hereby assigns to us any claims due to defects against its upstream supplier (or, in the case of other services, the other service provider) to which it is entitled on account of the service rendered to us. However, the contracting party remains authorized to assert these claims in its own name in the ordinary course of business. The assignment serves to secure the claims for defects to which we are entitled against the contractual partner.

We will only disclose this assignment of claims to us vis-à-vis the upstream supplier (or other service provider) and assert these claims ourselves only if the contractual partner is in default with the fulfilment of our claims against him due to defects and we have twice set the contractual partner a reasonable grace period to us under threat of disclosure of the assignment and this has expired fruitlessly. It is not necessary to set a deadline if it is unavoidable (e.g. in the event of the insolvency of the contractual partner). With the justified disclosure by us, the authorization of the business partner to assert expires.

The above provisions on the assignment of security shall apply mutatis mutandis to claims that the contractual partner is entitled to against the upstream supplier (other service provider) in connection with the performance received in this respect from tort or other legal grounds for claim if we have similar claims against the contractual partner.

10. PRODUCT LIABILITY

10.1 If product liability cases arise because of defective (§ 3 PHG), non-safe, non-functional or defective products or developments or services (hereinafter referred to as “inadequate services”) of the Contracting Party, the Contracting Party is obliged to indemnify us from liability arising from such product liability cases, unless the Contracting Party is not itself liable for them on the basis of product liability law.

10.2 If, as a result of faulty performance by the Contractual Partner, recalls campaigns or official market surveillance measures (e.g. requirements, distribution restrictions/prohibitions, seizures, destruction, recall orders, product warnings) are to be carried out or fulfilled by us or a customer by us or its customers, etc., the Contracting Party shall also bear the entire costs associated with this, unless it is liable in the external relations not even for it. We will inform the contractor of cases in which recalls or official market surveillance measures are imminent. We will involve the contractual partner in the assessment of the risk situation and strive for an amicable settlement on the scope and implementation of the measures to be taken.

10.3 §§ 5 ProdhaftG, 254 BGB remain unaffected.

10.4 Further claims to which we are entitled by virtue of law or from the other provisions of these Conditions of Purchase, in particular from Sections 9 and 10, remain unaffected.

11. RIGHTS OF THIRD PARTIES

The supplier warrants (§ 434 BGB) that the distribution of the delivered goods does not infringe the rights of third parties, in particular distribution ties or property rights such as patents, trademarks, utility models, designs, copyrights in the country of delivery.

12. PROHIBITION OF ASSIGNMENT

Receivables of the contractual partner from the business relationship with us may not be assigned to third parties or encumbered with third-party rights without our express consent. If the contractual partner's claim arises from a mutual commercial transaction, Section 354a of the German Commercial Code (HGB) applies. Deviating from the foregoing, assignments by the contractual partner based on extended retention of title validly agreed and customary with its supplier are also effective without our consent. The Supplier shall inform us immediately of such assignments.

13. RIGHTS OF RETENTION OF THE CONTRACTING PARTY, SET-OFF BY THE CONTRACTING PARTY

13.1 The Contracting Party shall be entitled to raise the objection of non-performance of the contract without restriction if the statutory requirements are met. In all other respects, the following applies to rights of retention:

The contractual partner is entitled to a right of retention only regarding undisputed, legally binding claims or claims that are ready for a decision. Rights of retention can only be asserted to the extent and amount corresponding to the value of the counterclaim. We are entitled to avert rights of retention by providing security, which can also be provided by bank guarantee; the security shall be deemed to have been provided at the latest when the contracting party defaults on acceptance of the security.

13.2 The contractual partner may only offset against our claims with undisputed, legally binding, or ready for decision.

14. OUR LIABILITY

14.1 Our liability for damages, insofar as fault or obligation to represent is relevant to the extent set out below. We shall only be liable for damages arising from fault-based liability or liability that is dependent on the obligation to be represented, regardless of the legal grounds:

- if we, our legal representatives, or our vicarious agents have acted intentionally or with gross negligence,
- where we have provided warranties, for the performance of these warranties to the extent agreed,
- in case of injury to life, limb and/or health,
- in the event of a simple negligent breach of essential contractual obligations. Essential contractual obligations within the meaning of these Conditions of Purchase are obligations the fulfilment of which is essential for the proper execution of the contract and on the observance of which the contractual partner may regularly rely. In the event of a simple negligent breach of essential contractual obligations, our liability for damages is limited to compensation for foreseeable damage and damage typical of the contract.

A reversal of the burden of proof to the detriment of the contracting party is not connected with letters a) to d).

14.2 The above provisions apply mutatis mutandis to claims for reimbursement of futile expenses (§ 284 BGB).

14.3 The foregoing limitations of liability shall apply mutatis mutandis to the liability of our employees, officers and bodies.

14.4 Further statutory limitations of liability or further limitations of liability in these Terms of Delivery remain unaffected.

15. VICARIOUS AGENTS

The supplier is liable for all auxiliary persons, subcontractors and suppliers engaged by him, including those of raw materials, in accordance with § 278 BGB. Companies that supply the supplier with raw materials or finished products or semi-finished products or provide the supplier with services in connection with the deliveries to us are its vicarious agents. The supplier is responsible for their fault.

16. PAYMENTS, DISCOUNTS, BONUSES

16.1 Payments are usually made by bank transfer. The exclusive place of fulfilment for the fulfilment of our payment obligations is the place of our registered office.

16.2 Invoices are due for payment 30 days after delivery of the goods free of defects or after receipt of the invoice – whichever occurs most recently. In the case of partial deliveries, the receipt of the last partial quantity is decisive, in the case of early delivery, the agreed delivery date. If payment is made within two weeks after receipt of the goods/services or invoice, we are entitled to deduct 3% discount from the net amount, unless otherwise agreed.

16.3 If we have agreed with the Contractual Partner that they will grant us bonuses, the following shall apply:

The Contracting Party shall settle the bonuses without being asked, at the latest at the end of the agreed period. If there is no agreement on a period, no later than 31/01 of the following year. The maturity date of the bonus is not postponed by the foregoing. We have the right to offset any claims against the bonuses at any time.

17. PRICES AND PRICE GUARANTEES

Prices can only be increased after at least 1 month's notice and written confirmation by us. For all current orders, the agreed prices apply.

Orders are always made on a Euro basis, unless otherwise accepted by us.

18. FINAL PROVISIONS

18.1 German law applies. German law is also applicable if German law provides for the applicability of foreign law. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

18.2 If the contracting party is a merchant, the exclusive place of jurisdiction is Detmold. If the contractual partner is not a merchant, the following applies: The exclusive place of jurisdiction is Detmold if the contractual partner does not have a place of jurisdiction in Germany or if his domicile or habitual residence moves from the territory of the Federal Republic of Germany after

the conclusion of the contract or if his domicile or habitual residence is not known at the time the action is filed.

18.3 If and to the extent that provisions of these Conditions of Purchase are invalid in whole or in part, the law shall apply in place of the invalid provision; the validity of the remaining provisions shall remain unaffected.