

Supplement to the General Purchase Conditions of the Piepenbrock Group for the Procurement of Material and Services as at 25.07.2018

(Planol GmbH+Co.KG; 63456 Hanau)

As at: 03.04.2019

§ 1 *Shipping, invoicing and payments* supplements § 6 Section 6.6.
 § 2 *Transfer of risk/Acceptance* is an extension of § 8. § 3 *Deliveries/Performance/Supporting documents* is a supplement to § 4 Section 4.5. § 4 *Warranty and notice of defects* supplements § 10.

§ 1 Shipping, invoicing and payments

If the base prices for raw material deliveries reduce within the duration of the follow-up orders – demonstrated by the competent national and international listings or stock exchange values – by more than 2%, then the agreed fixed price is reduced accordingly. If the base prices for raw material deliveries increase within the duration of the follow-up orders, then this is a business risk of the contractor and excludes additional claims by the contractor.

§ 2 Transfer of risk/Acceptance

Returns are made at the contractor's risk and expense.

§ 3 Deliveries/Performance/Supporting documents

The contractor ensures the availability of spare parts for a period of 10 years after supplying the goods or service.

§ 4 Warranty and notice of defects

- 4.1 If we incur costs due to the defective delivery of the contractual object or faulty performance, particularly transport and travel expenses, labour costs, material costs or costs for an incoming goods inspection going beyond the usual extent, then the contractor shall bear these costs.
- 4.2 If we assert the right to claim for defects, then the contractor shall pay us a flat-rate expense allowance. The amount is defined in the event of a claim after due assessment of the circumstances. We reserve the right to assert further claims. In contrast, the contractor is entitled to prove that we incurred no or significantly less costs as a result of this.
- 4.3 If a delivery or performance is defective in whole or in part and as a result we have to rework the delivery object or sort out the defective goods from the non-defective goods, then the contractor shall pay us a flat-rate expense allowance. The amount is defined in the event of a claim after due assessment of the circumstances. We reserve the right to assert further claims. In contrast, the contractor is entitled to prove that we incurred no or significantly less costs as a result of this.
- 4.4 If a delivery or performance of the contractor is defective in whole or in part and production comes to a standstill as a result, then the contractor shall pay us a lump sum for damages. The amount is defined in the event of a claim after due assessment of the circumstances. We reserve the right to assert further claims. In contrast, the contractor is entitled to prove that we incurred no or significantly less damage or loss as a result of this.
- 4.5 If a delivery or performance of the contractor is defective in whole or in part and we send out a service technician to one of our customers as a result thereof, then the contractor shall pay us a

lump sum for damages. The amount is defined in the event of a claim after due assessment of the circumstances. We reserve the right to assert further claims. In contrast, the contractor is entitled to prove that we incurred no or significantly less damage or loss as a result of this.

- 4.6 If the contractor does not meet their obligation of supplementary performance within a reasonable time defined by us, then we can remedy the defect ourselves and demand reimbursement of the necessary expenses or a corresponding advance payment from the contractor. No deadline needs to be set if the supplementary performance by the contractor fails or is not acceptable to us (e.g. due to special urgency, jeopardising operational safety or imminent occurrence of disproportionate damages). We shall immediately inform the contractor of such circumstances, where possible beforehand. Apart from that, the legal regulations apply.
- 4.7 In the case of a withdrawal, we are entitled to continue to use the goods or service of the contractor free of charge up until the procurement of a suitable replacement. In the case of a withdrawal, the contractor shall bear the costs of installation or removal, remedying the defect as well as return transport, and look after the disposal.
- 4.8 Apart from obvious material defects, the obligation to examine the goods starts with processing or use of the goods by us. The obligation to examine the goods on receipt only exists with regard to typical factual deviations in type, quantity, quality and packaging of the delivered goods and is fulfilled upon application of one of our typical examination methods as well as restricting the examination to random samples taken by us. The examination of individual deliveries suffices in the case of successive or partial deliveries. It is not necessary to call in external experts. We are not obligated to examine the goods with regard to compliance with legal regulations or defects of title. If the contractor delivers the goods or services late, the obligation to examine the goods or services is omitted insofar as there is no longer an appropriate time available for the examination due to the delayed delivery. If the contractor renders a supplementary performance due to an identified material defect, the obligation to examine the goods is omitted until we have received a written notification from the contractor that the supplementary performance is now completed.

§ 5 Supplier declaration

- 5.1 The contractor is obligated to hand over a supplier declaration for the goods as well as a certificate of conformity requested by us.
- 5.2 The confirmation from the contractor with regard to the desired characteristics or suitability of the goods also constitutes an unconditional and unrestricted guarantee by the contractor within the meaning of the law. The same shall apply to references made by the contractor to generally accepted standards, quality marks or other declarations that the goods have certain characteristics and/or are suitable for a certain purpose. In the case of follow-up business for the same goods, the confirmations, references or other declarations of the contractor remain in full force and effect without the need for a separate mention.

§ 6 EU Chemicals Regulation REACH

The contractor is obligated to check whether the substances/compounds/products used by them fall within the scope of application of the EU Chemical Regulation (hereinafter referred to as "REACH"). If there are substances in the contractual products, which are listed in Annexes XIV and XVII of the REACH Regulation or on the SVHC candidate list (in the applicable version), the contractor shall immediately inform us thereof. Delivery requires special approval from us. Within the scope of REACH, the contractor also ensures that all substances/compounds/products in their trade comply with REACH specifications and are registered or pre-registered. The contractor is obligated to confirm in writing a corresponding (pre-)registration and conformity of the substances/compounds/products used by them with REACH. In addition, the contractor is obligated to make available to us all necessary information recorded by REACH such as advanced safety datasheets, and/or chemical safety reports, for the purpose of coordinating the work and safe handling of substances/compounds/products.

The contractor is responsible for checking the information in the respective safety datasheet as well as the exposure scenarios within the framework of the risk assessment for plausibility and adopting corresponding protective measures. If the contractor subcontracts services, they are obligated to ensure a REACH-compliant performance by their subcontractor and demonstrate this in a verifiable form.

§ 7 Liability for environmental damage

The contractor is liable for all damage arising in connection with their performances due to a violation of environmental protection regulations (e.g. Emission Control Act, Waste Oils Regulation and Water Resources Act, Waste Disposal Law and/or relevant regulations). Upon initial written request the contractor shall release us from all third-party claims for damages in this connection. They shall also pay our damages. Further statutory claims remain unaffected.

§ 8 Delivery conditions/Entering and driving on the factory premises

- 8.1 The following goods receiving times apply: Mon.–Thurs. 07:00–14:00, Fri. 07:00–12:00; for tank deliveries Mon.–Fri. 07:00– 10:00. Exceptions are notified in writing. Please also note our signposted break times.
- 8.2 If the contractor has to provide material samples, test reports, quality documents or other documents, the completeness of the delivery of the goods and services also requires the handover of these documents.
- 8.3 The contractor is obligated to procure all necessary shipping documents, including weight tickets, at their own expense and submit them in advance. If the acceptance of the delivery depends on documents, we are not in default of acceptance if the contractor has not submitted the documents in good time.
- 8.4 The binding document on the delivered quantity is the acceptance report from our incoming goods point.
- 8.5 The contractor is liable for all damage to the goods to be delivered, buildings, machines or systems and injuries to individuals as a result of their own poor performance. Delivery outside the goods receiving times and the acceptance of goods by staff outside the goods receiving point are also deemed to be poor performance. All employees with the exception of those in our goods receiving point or our responsible employees directly at the machine (e.g. for tank filling) are deemed to be staff outside the goods receiving point. Filling an improper silo is also considered poor performance.
- 8.6 The goods acceptance is effected subject to further incoming goods inspections and is not considered as fulfilment of the performance due.
- 8.7 The contractor expressly waives their right to the assumption of approval in § 377 HGB (German Commercial Code), according to which the goods are considered approved if the notification of a defect is not made immediately upon its discovery – unless the defect becomes obvious. Even if the contractor does not assume any guarantee for the quality of the goods, they waive the objection that we remained unaware of the defect as a result of gross negligence – on account of the particular organisation of the logistics on our part known to them.
- 8.8 Where waste arises in relation to deliveries and performances of the contractor in accordance with waste legislation, the contractor shall recycle or remove the waste at their own expense in accordance with the provisions of the legislation on waste – unless a different written agreement stipulates otherwise. Title, risk and responsibility under waste management law shall pass to the contractor at the time the waste is produced.
- 8.9 If euro pallets are to be used for the transport of the goods, the contractor undertakes to exclusively use Class A euro pallets in accordance with quality classification EPAL/GS1 Germany, 2015 – unless otherwise explicitly agreed.

- 8.10 The pallet exchange takes place successively. If the goods are to be delivered on Class B euro pallets or pallets of a lower class, we may exercise our right to refuse the pallet exchange.
- 8.11 If the vehicle driver refuses the pallet exchange, the contractor still has the right to subsequent collection of the relevant pallets. The contractor undertakes to agree the collection date with us in advance. We reserve the right to pass on the costs arising from the subsequent exchange (storage costs, processing fee, handling costs, etc.) to the contractor.
- 8.12 Entering and driving on the factory premises is only allowed with our consent except for the delivery of goods.
- 8.13 All safety notices must be observed on the factory premises. Smoking is generally prohibited, apart from at the designated locations. The smoking ban applies particularly to smoking in vehicles.
- 8.14 The contractor is liable for damage caused on the factory premises by their personnel. During the unloading of silo trucks and tankers the contractor's driver must take into account the process at the vehicle.
- 8.15 Photographing and making copies of other documentation on the factory premises is strictly prohibited.

The supplementary terms are confirmed in all points.

_____ Place, Date

_____ Signature & company stamp