

Addendum to the General Purchasing Conditions of the Piepenbrock Group for the procurement of materials and services

(Planol GmbH + Co. KG; 63456 Hanau)

Section 1 Dispatch, invoicing, and payments supplements section 6 clause 6.6.

Section 2 Transfer of risk/acceptance supplements section 8. Section 3 Deliveries/services/documentation is an extension of section 4 clause 4.5 Section 4 Warranty and complaints supplements section 10.

1 Dispatch, invoicing, and payments

If, during the term of the blanket orders, the base prices for raw material deliveries – as published by the relevant national or international listings or market indices – decrease by more than 2%, the agreed fixed price shall be reduced proportionally. If, during the term of the blanket orders, base prices for raw material deliveries increase, this shall be deemed a business risk borne by the Contractor and shall not entitle the Contractor to claim additional compensation..

2 Transfer of risk/acceptance

Returns shall be at the Contractor's expense and risk.

3 Deliveries/services/evidence

The Contractor guarantees the availability of spare parts for a period of 10 years following delivery or performance of the service.

4 Warranty and complaints

- 4.1. If we incur costs as a result of defective delivery or performance, including but not limited to transport, travel, labor, or material costs, or expenses for incoming inspections beyond the usual scope, such costs shall be borne by the Contractor.
- 4.2. If we justifiably assert claims for defects, the Contractor shall pay us a flat-rate compensation for expenses. The amount will be determined at our reasonable discretion in the event of damage. We reserve the right to assert further claims. The Contractor has the right to prove that we either incurred no costs or significantly lower costs as a result.
- 4.3. If a delivery or service is wholly or partially defective and we therefore have to rework the delivered

item or sort out the defective goods from the non-defective goods, the Contractor must pay us flat-rate compensation for expenses. The amount will be determined at our reasonable discretion in the event of damage. We reserve the right to assert further claims. The Contractor has the right to prove that we either incurred no costs or significantly lower costs as a result.

4.4. If a delivery or service by the Contractor is wholly or partially defective and this causes a halt in our production, the Contractor shall pay us flat-rate compensation for damages. The amount will be determined at our reasonable discretion in the event of damage. We reserve the right to assert further claims. The Contractor has the right to prove that we either incurred no damage or significantly less damage as a result.

4.5. If a delivery or service by the Contractor is wholly or partially defective and this necessitates a service call at one of our customers, the Contractor shall pay us flat-rate compensation for damages. The amount will be determined at our reasonable discretion in the event of damage. We reserve the right to assert further claims. The Contractor has the right to prove that we either incurred no damage or significantly less damage as a result.

4.6. If the Contractor fails to fulfill its obligation to provide supplementary performance within a reasonable period set by us, we are entitled to remedy the defect ourselves and demand reimbursement from the Contractor for the expenses incurred, or an appropriate advance payment. No grace period is required if supplementary performance by the Contractor has failed or is unreasonable for us (e.g., due to urgency, risk to operational safety, or the threat of disproportionate damage). In such cases, we will notify the Contractor promptly and if possible, in advance, of the circumstances. All other statutory provisions remain unaffected.

4.7. In the event of withdrawal, we are entitled to continue using the Contractor's deliveries or services free of charge until suitable replacements are procured. In such cases, the Contractor shall bear the costs for removal, disassembly, and return transport, and shall be responsible for disposal.

4.8. Except in the case of obvious material defects, our obligation to inspect the goods shall commence only upon processing or use of the goods. Incoming inspections are limited to identifying typical, physically evident deviations in the type, quantity, quality, or packaging of the delivered goods. This ob-

ligation is fulfilled when inspection is carried out using our customary methods and is limited to spot checks performed by us. In the case of successive or partial deliveries, it is sufficient to inspect selected shipments. Involving external experts is not required. We are not obligated to inspect the goods for compliance with legal requirements or for title defects. If the Contractor delivers late, our duty to inspect lapses to the extent that the delay leaves insufficient time for reasonable inspection. If the Contractor performs supplementary performance following a notice of defect, our obligation to inspect shall be suspended until we receive written notice from the Contractor confirming completion of such supplementary performance.

5 Supplier's declaration

- 5.1. The Contractor is required to provide a supplier's declaration as well as a certificate of conformity as requested by us for the goods supplied.
- 5.2. The Contractor's confirmation of characteristics or suitability of the goods as requested by us shall constitute an unconditional and unrestricted guarantee within the meaning of applicable law. The same applies to any references

made by the Contractor to generally accepted standards, quality seals, or other declarations indicating that the goods possess certain qualities and/or are suitable for a particular intended use. In the case of subsequent transactions involving identical goods, such confirmations, references, or declarations by the Contractor shall remain valid without the need for renewed mention.

6 EU Chemicals Regulation (REACH)

The Contractor is obligated to verify whether any substances, mixtures, or articles used by them fall within the scope of the EU Chemicals Regulation (hereinafter "REACH"). If any substances contained in the contract products are listed in Annexes XIV or XVII of the REACH Regulation or on the SVHC Candidate List (in each case in its most current version), the Contractor must notify us immediately. Such deliveries may only be made with our explicit prior approval. Where REACH applies, the Contractor shall also ensure that all substances, mixtures, or articles used in the performance of their services comply with the provisions of REACH and are either registered or pre-registered as required. The Contractor must provide written confirmation that all substances, mixtures, or articles they use are properly (pre-)registered and compliant with REACH. Furthermore,

the Contractor is required to provide us with all necessary documentation, such as extended safety data sheets and/or chemical safety reports, to enable coordinated planning and safe handling of substances, mixtures, or articles subject to REACH. The Contractor is responsible for verifying the plausibility of the information in each safety data sheet and exposure scenario as part of their risk assessment, and for taking appropriate protective measures. If the Contractor subcontracts any part of the work, they must ensure REACH-compliant performance by their subcontractors and provide us with verifiable documentation to that effect.

7 Liability for environmental damage

The Contractor shall be liable for all damages arising in connection with their services that result from violations of environmental protection laws (such as emissions control acts, waste oil and water resource acts, waste disposal laws, and/or applicable regulations). The Contractor shall indemnify us upon first written request against any and all claims for damages asserted by third parties in this context. In addition, the Contractor shall be responsible for any damage incurred by us. All other statutory claims remain unaffected.

8 Delivery conditions/entering and driving on company premises

- 8.1. The following goods receiving hours apply: Mon-Thu: 7:00 am to 2:00 pm, Fri: 7:00 am to 12:00 pm; for tank deliveries: Mon-Thu: 7:00 am to 10:00 am. Exceptions will be communicated in writing. Please also observe our posted break times.
- 8.2. If the Contractor is required to provide material samples, test reports, quality documentation, or other records, delivery is not deemed complete until all such documents have been submitted.
- 8.3. The Contractor is responsible for obtaining all required delivery documentation (including weight slips) at its own expense and for submitting them to us in advance. If acceptance of delivery depends on documentation, we shall not be deemed in default of acceptance if the Contractor fails to provide said documentation in due time.
- 8.4. The binding record of the quantity delivered shall be the receiving log maintained by our goods receiving department.
- 8.5. The Contractor shall be liable for all damages resulting from defective performance, whether to the delivered goods, buildings, facilities, or individuals. This includes, but is not limited to, deliveries made out-

side the designated receiving hours and acceptance of goods by unauthorized personnel. “Unauthorized personnel” refers to all employees except those in our receiving department or staff directly responsible for the receiving point (e.g., tank filling stations). Filling into an incorrect silo also constitutes defective performance.

8.6. Acceptance of goods is subject to further incoming inspections and does not constitute fulfillment of the Contractor’s performance obligations.

8.7. The Contractor expressly waives its right to invoke the deemed-approval provision under section 377 of the German Commercial Code (HGB), which provides that goods are considered accepted if notice of defects is not given without undue delay after discovery – unless the defect is obvious. Even if the Contractor has not provided a warranty as to the quality of the goods, it waives the defense that any defects remained unknown to us due to gross negligence, particularly in view of our specific logistics setup, which is known to them.

8.8. If any waste, as defined under applicable waste legislation, is generated as part of the Contractor’s deliveries or services, the Contractor shall dispose of such

waste – unless otherwise agreed in writing – at their own expense and in compliance with all relevant regulations. Ownership, risk, and legal responsibility under waste legislation transfer to the Contractor at the time the waste is generated.

8.9. If Euro pallets are used for transporting the goods, the Contractor is obligated to use only A- or B-grade pallets in accordance with the EPAL/GS1 Germany quality classification standard (2015 version), unless expressly agreed otherwise.

8.10. Pallet exchanges shall be handled on a rolling basis. If the goods are delivered on Euro pallets that do not meet the agreed quality, we reserve the right to refuse a pallet exchange.

8.11. If the driver refuses to exchange pallets, the Contractor retains the right to retrieve the relevant pallets at a later date. The Contractor must coordinate the pickup date with us in advance. We reserve the right to charge the Contractor for any expenses incurred from delayed pallet exchanges (including storage fees, processing fees, handling charges, etc.).

8.12. Access to company premises is permitted only for deliveries of goods, unless expressly authorized by us. Immediately upon

entering the premises, individuals must register and review and sign the visitor rules.

- 8.13. All safety-related instructions posted on the premises must be followed at all times. Smoking is strictly prohibited, except in designated smoking areas. This ban explicitly includes smoking inside vehicles.
- 8.14. The Contractor shall be liable for any damages caused by their personnel while on company premises. During unloading of silo trucks and tankers, the Contractor's driver must remain at the vehicle and monitor the unloading process.
- 8.15. Photography or any other form of documentation of the premises is strictly prohibited.

9 Environment, climate protection, and sustainability

- 9.1. The Contractor must ensure that its production processes and products fully comply with all applicable environmental regulations.
- 9.2. The Contractor is encouraged to implement and maintain a certified environmental management system in accordance with ISO 14001 or comparable standards throughout the duration of the business relationship. The environmental management system should rea-

sonably address topics such as hazardous substances, sustainable collaboration, water, waste, and air quality.

- 9.3. The Contractor is expected to develop appropriate corporate targets for its Scope 1, 2, and 3 emissions and to take steps to support us in reducing CO₂ emissions. The Contractor should regularly monitor its progress and, upon request, especially regarding its product-level CO₂ footprint, provide reports.
- 9.4. The Contractor shall take suitable and reasonable measures to minimize the use and consumption of resources, particularly energy, water, and raw materials, both during production and in the products themselves, as well as throughout its own supply chain. The Contractor shall monitor and document energy consumption.
- 9.5. If the products are systems or machines, the Contractor agrees to design and implement them using the most energy-efficient technologies available, in order to ensure low resource consumption following commissioning.
- 9.6. The Contractor undertakes to reduce or avoid waste generation of all kinds.

The supplementary contractual conditions are confirmed in all respects.

Place, date

Signature and company stamp