

ROWE MINERALÖLWERK GMBH, Langgewann 101, 67547 Worms General Terms and Conditions of Purchase

§ 1 SCOPE, FORM

(1) These General Terms and Conditions of Purchase (GTC) shall apply exclusively. We shall accept no deviating or conflicting conditions unless we have expressly agreed to such in writing. The approval requirement shall apply, for example, even if we accept the supplier's deliveries without reservation, while being aware of the supplier's own general terms and conditions.

(2) The GTC apply in particular to contracts for the supply of movable goods ("goods"), regardless of whether the supplier manufactures the goods himself or purchases the goods from third-party suppliers (§§ 433, 650 BGB (German Civil Code)). Unless otherwise agreed, the GTC shall apply in the valid version on the date the purchaser places the order. These GTC shall also apply to all future transactions between the parties until a new version of the GTC comes into force.

(3) In specific cases, individual agreements made with the supplier (including ancillary agreements, supplements and amendments) shall always have priority over these GTC. Subject to evidence to the contrary, a written contract or our written confirmation is decisive for the validity of the content of such agreements.

(4) Any legally relevant declarations and notifications made by the supplier relating to the contract or order (e.g. deadline, reminder, withdrawal, etc.) must be made in writing, i.e. submitted in text form. The statutory formal requirements and further evidence, in particular if doubts arise regarding the legitimacy of the declaring party, shall remain unaffected.

(5) References to the validity of legal provisions are for clarification purposes only. The statutory provisions therefore apply, even without such clarification, unless they are directly amended in or expressly excluded from these GTC.

§ 2 CONCLUSION OF A CONTRACT

(1) Our order is binding at the earliest upon the written submission or confirmation. The supplier shall notify us of any obvious errors (e.g. typing and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before acceptance, otherwise the contract shall not be deemed concluded.

(2) The supplier shall confirm our order in writing within a period of three (3) working days or, in particular, shall execute it without reservation by shipping the goods (acceptance).

(3) We reserve the right to withdraw the order in the event of late acceptance by the supplier.

§ 3 DELIVERY TIME AND DELAYS IN DELIVERY

(1) The delivery time indicated by us in the order is binding. The supplier shall inform us immediately in writing if, for whatever reason, he is unlikely to be able to meet the agreed delivery times.

(2) Should the supplier fail to perform his service or fail to perform the service within the agreed delivery time or if he is in default, our rights, in particular the right to withdraw and to compensation, shall be determined in accordance with the statutory provisions. The provisions in para 3 remain unaffected.

(3) If the supplier is in arrears, we reserve the right, in addition to further legal claims, to demand flat-rate compensation for any damages arising from delays in an amount of 1% of the net price per completed calendar week, but in total not exceeding 5% of the net price of the goods delivered late. We reserve the right to provide evidence that a higher amount of damage has occurred. The supplier reserves the right to provide evidence that no damage or only a significantly lower level of damage has occurred.

§ 4 PERFORMANCE, DELIVERY, TRANSFER OF RISK

(1) The supplier is not entitled to commission third parties (e.g. subcontractors) to perform the services contracted from the supplier without our prior written consent. The supplier shall bear the procurement risk for his services, unless otherwise agreed in individual cases. Partial deliveries are only permitted with the prior written consent of ROWE. Unless otherwise agreed, every delivery shall consist of a single batch.

(2) Unless otherwise agreed, delivery shall take place within Germany, DDP (INCOTERM 2020), to the location specified in the order. If different delivery terms have been agreed between the supplier and us, such terms must be interpreted in accordance with INCOTERMS 2020 or a later version of INCOTERMS. The destination is also the place of performance for the delivery and any subsequent performance (obligation to provide).

(3) The delivery must contain a delivery note stating the date (issue and dispatch), the content of the delivery (article number and number of articles) and our purchase order information (date and number). If the delivery note is missing or incomplete, we cannot be liable for any delays arising in the processing and payment.

(4) The risk of accidental loss and deterioration of the goods shall be transferred to us upon delivery at the place of performance.

(5) Products with an expiry date must only be supplied with the maximum remaining shelf life.

§ 5 PRICES, PAYMENT TERMS

(1) The price specified in the order or the price referred to in the order is binding.

(2) Unless otherwise agreed in individual cases, the price includes all services and ancillary services to be provided by the supplier (e.g. assembly, installation, etc.) and all ancillary costs (e.g. appropriate packaging, transport costs including any transport and liability insurance).

(3) Unless otherwise agreed, the price agreed is due for payment within 30 calendar days of full delivery and performance (including any agreed acceptance) and receipt of a correct and official invoice.

(4) We shall not be liable for interest after the due date. The statutory provisions apply to late payments.

(5) We are entitled to set-off and retention rights and the right to object to non-fulfilled contracts to the extent permissible under the law. In particular, we are entitled to withhold any payments due, insofar as we are still entitled to claims against the supplier arising from incomplete or defective services.

(6) The supplier shall have a right of set-off or retention only where counter-claims are legally established or undisputed.

§ 6 RETENTION OF TITLE

The transfer of the goods shall be made to us unconditionally and regardless of whether the purchase price has been paid. If however, in individual cases, we accept a transfer of the supplier's goods after payment of the purchase price, the supplier's reservation of title shall expire at the latest with the payment of the purchase price for the goods supplied. In the ordinary course of business, we remain authorised to resell the goods before payment of the purchase price with the advance assignment of any claims arising (alternatively, the simple retention of title extended to resale). In any case, all other forms of retention of title are excluded, in particular expanded, assigned retention of title and retention of title extended for further processing.

§ 7 LIABILITY, WARRANTY

(1) The statutory provisions shall apply to our rights in the event of material defects and defects of title with respect to the goods (including incorrect and short delivery and improper assembly, defective assembly, operating or use instructions) and in the event of other breaches of duty by the supplier, unless otherwise specified below.

(2) In accordance with the statutory provisions, the supplier is notably responsible for ensuring that the goods exhibit the agreed level of quality when the risk is transferred to us. In any case, the product descriptions that are the subject of the respective contract, in particular as described or referred to in our order, which are an integral part of this contract in the same way as these GTC, are considered to be an agreement on the quality. This is irrespective of whether the product description originates from us, from the supplier or from the manufacturer.

(4) The statutory provisions (§§ 377, 381 HGB (German Commercial Code)) shall apply to the commercial obligation to examine and give notice of defects with the following stipulations: Our obligation to inspect is limited to defects that become apparent during our incoming goods inspection upon an external

examination, including the delivery documents (e.g. transport damage, incorrect and short delivery), or which can be identified by our quality control in the sampling process. It also depends on the extent to which an inspection is feasible, taking into account the circumstances of the individual case, in the normal course of business. Our obligation to give notice of defects discovered at a later date remains unaffected. Without prejudice to our duty to inspect, our complaint (notification of defects) is deemed to be immediate and in good time if it is sent within 5 working days of the detection of such or, in the case of obvious defects, from the time of delivery.

(5) The supplier shall bear the costs required for the purposes of inspection and supplementary performance, even if it transpires that no defect actually exists. Our liability for damages in the event of unjustified requests to remedy defects remains unaffected; to this extent however, we shall only be liable if we identified that no defect existed or were grossly negligent in failing to recognise that no defect existed.

(6) The following applies without prejudice to our legal rights and the provisions of para 5: Should the supplier fail to meet his obligation to remedy the defect, at our discretion we may request either a rectification of the defect (rectification) or delivery of a defect-free item (replacement delivery) within a reasonable period set by us. We may also rectify the defect ourselves and request compensation from the supplier for any costs arising for such rectification or replacement or a corresponding advance payment. No notice period shall be set if the supplementary performance by the supplier has failed or is unreasonable for us to satisfy (e.g. due to a specific urgency, a risk to operational security or imminent or disproportionate damage). We shall inform the supplier of such circumstances immediately and, if possible, in advance.

(7) In addition, we are entitled to a reduction in the purchase price or to withdraw from the contract in the event of a material defect or a defect

in title in accordance with the statutory provisions. We are also entitled to compensation for damages and costs in accordance with the statutory provisions.

(8) Unless otherwise agreed in orders or in a quality assurance agreement, the supplier shall pay an administration fee of €50.00 (fifty Euros) for each justified complaint made by ROWE. The purchaser is entitled to assert further claims for costs incurred. The supplier reserves the right to prove that no, or significantly lower, costs have arisen.

§ 8 SUPPLIER RECOURSE

(1) We are entitled to statutory claims for recourse within a supply chain (supplier recourse pursuant to §§ 445a, 445b, 478 BGB) in addition to any claims for defects. In particular, we are entitled to demand the precise type of supplementary performance (rectification or replacement delivery) which we are obliged to provide to our customer in individual cases. This does not restrict our statutory right to choose (§ 439 para 1 BGB).

(2) We will notify the supplier before we acknowledge or fulfil claims for defects asserted by our customer (including reimbursement of costs pursuant to §§ 445a para 1, 439 para 2 and 3 BGB) and, having provided a brief description of the facts, we will request a written statement from the supplier. If a substantiated statement is not provided within a reasonable period of time and the parties cannot find an amicable solution, the claim for defects actually granted by us is deemed to be owed to our customer. In this case, the supplier will be responsible for providing evidence to the contrary.

(3) Our claims arising from supplier recourse also apply if the defective goods were produced by us or another commercial enterprise, e.g. they were processed by incorporation into another product.

§ 9 PRODUCER LIABILITY, DEFECTS OF TITLE

(1) If the supplier is liable for product damage, he must indemnify us against third party claims insofar as the cause is within his sphere of control and organisation and for which he is personally liable in the external relationship.

(2) As part of its indemnification obligation, the supplier shall reimburse costs in accordance with §§ 683, 670 BGB, arising from or in connection with a claim against third parties, including recall campaigns carried out by us. As far as possible and reasonable, we will inform the supplier regarding the content and scope of any recall measures and provide him with the opportunity to comment. Any further legal claims shall remain unaffected.

(3) The supplier shall take out and maintain product liability insurance with an appropriate amount of lump sum cover.

(4) The supplier guarantees that the goods are supplied free of third-party rights and that the supply of the goods violates no rights of third parties. The supplier shall release us from any third-party claims at the first request.

§ 10 LIMITATION PERIOD

(1) The mutual claims of the contracting parties shall become time-barred in accordance with the statutory provisions unless otherwise stipulated below.

(2) Deviating from § 438 para 1 no. 3 BGB, the general limitation period for claims for defects is 2 (two) years from the transfer of risk.

The 2-year limitation period also applies accordingly to claims for defects of title, whereby the statutory limitation period for third-party claims in rem (§ 438 para 1 no. 1 BGB) remains unaffected. In addition, claims for defects of title shall not become statute-barred while the third party is able to assert the claim against us, particularly in the absence of a limitation period.

(3) The limitation periods under sales law and the above extension also apply to all contractual claims for defects to the extent permissible by law. The normal statutory limitation applies (§§ 195, 199 BGB) insofar as we are also entitled to non-contractual claims for damages arising from a defect, unless the application of the limitation periods under sales law results in a longer limitation period in individual cases.

§ 11 QUALITY ASSURANCE

(1) The subsequent stipulations of § 8 do not apply if the parties have concluded a quality assurance agreement.

(2) The supplier shall obtain our consent and provide the appropriate quality certifications for process and product approval prior to a:

Modification to manufacturing processes, procedures and materials

Change of subcontractor

Modification to test procedures / facilities

Relocation of any manufacturing sites.

(3) Should the supplier be planning to discontinue the supply of certain goods to us, he must notify us at least 12 months prior to the implementation date of such discontinued supply.

(5) In the event of deviations from the product or service specification (drawing, material, material properties, etc.) or from the approved process, the supplier may request a specific approval from us before supplying the products.

§ 12 INTEGRITY, PROHIBITED AND DECLARABLE SUBSTANCES, EXPORT CONTROL CLAUSE

(1) The supplier shall provide the products and/or services in accordance with all the applicable laws, regulations and rules of procedure.

(2) Suppliers shall adhere to the legal requirements for the products supplied to us. Compliance with these requirements does not release the supplier from compliance with further applicable laws and regulations.

(3) The supplier shall inform us of any authorisation requirements for (re)exports of his goods in accordance with German, European, US and other applicable export regulations. If not already included in the offer, the supplier shall provide the following information at the request of the purchaser when accepting an order and with each delivery note for the relevant goods items:

The goods list number pursuant to Annex I of the EC Regulation or Part I of the export list;

the ECCN (export control classification number) or the EAR99 (export administration regulations) classification.

§ 13 CONFIDENTIALITY, DATA SECURITY AND PROTECTION, ADVERTISING

(1) The supplier shall treat all data and information provided by us as strictly confidential. This shall apply regardless of whether the data and information were received before or after acceptance of the contract. The supplier shall restrict the disclosure of information to his employees, representatives, subcontractors or other third parties who must be aware of such for the purpose of supplying the products and/or providing the services to us. The supplier shall also ensure that the relevant employees, representatives, subcontractors or other third parties are subject to, and comply with, the same obligations of confidentiality as the supplier, and shall be liable for any unauthorised disclosure.

(2) The supplier may not use the data and information for any other purpose than to supply the products and/or provide the services, and may not reproduce data or information in whole or in part in any form without our prior written approval.

(3) Should we provide personal data to the supplier, the supplier must comply with all the applicable data protection laws and regulations.

(4) The supplier may not issue press releases or use the name (including the logo) of ROWE MINERALÖLWERK GmbH for advertising, business or other commercial purposes without our prior written consent.

§14 FORCE MAJEURE

(1) Neither party is liable for a delayed performance or non-performance if such delay or non-performance is the result of an event of force majeure. Force majeure refers to an event that was not foreseeable by the relevant party at the time the contract was executed, is unavoidable and is beyond the reasonable control of the relevant party. Despite all reasonable efforts, should the relevant party be unable to overcome the event, he shall inform the other party within ten (10) calendar days of the occurrence of the event of force majeure or at the time the supplier learns or should reasonably have learned about the event, whichever is the later date.

(2) If an event of force majeure exceeds thirty (30) calendar days, either party may terminate the contract in writing with immediate effect and with no liability towards the other party. The parties will endeavour to minimise the effects of an event of force majeure.

§ 15 Choice of law, place of jurisdiction, severability clause

(1) These GTC and the contractual relationship between us and the supplier are governed by the law of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on the International Sale of Goods.

(2) If the supplier is a commercial trader within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive and international, place of jurisdiction for all disputes arising from the contractual relationship is Mannheim. The same applies if the supplier is a commercial enterprise within the meaning of § 14 BGB. In all cases, however, we are also entitled to bring an action at the place of fulfilment of the delivery obligation in accordance with these GTC or an overriding individual agreement, or at the supplier's general place of jurisdiction. Priority statutory regulations, in particular regarding exclusive responsibilities, shall remain unaffected.

(3) The invalidity or unenforceability of a provision of the GTC shall not affect the validity or enforceability of the other provisions. The parties shall agree a valid and enforceable provision that comes as close as possible to the economic effect of the invalid or unenforceable condition.

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