

Terms and Conditions of Purchase

1. General

- 1.1 These Terms and Conditions shall only apply if the Supplier is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law, or a special fund under public law. Unless expressly agreed otherwise in writing, these Terms and Conditions shall also apply to ongoing business relationships without special notice or reference, in particular also in the case of verbal or telephone call-off or follow-up orders. No further reference to these Terms and Conditions of Purchase is required for future orders.
- 1.2 These Terms and Conditions of Purchase shall apply exclusively. Deviating, conflicting, or supplementary general terms and conditions of the Seller shall only form part of the contract if and insofar as we have expressly agreed to their validity in writing. This consent requirement shall apply in any case, for example even if the Seller refers to their GTC in the order confirmation and we do not expressly object to them.
- 1.3 The nature and scope of the mutual services shall be governed by the following order of priority
- the provisions of the order
 - the additional contractual conditions listed in the order
 - the quality assurance agreements
 - these Terms and Conditions of Purchase.
- 1.4 Individual agreements made with the Supplier in individual cases (including collateral agreements, supplements and amendments) shall always take precedence. Subject to proof to the contrary, a written contract or written confirmation by ANKLAM EXTRAKT shall be authoritative for the content of such agreements.
- 1.5 Legally relevant declarations and notifications relating to the contract (e.g. setting of deadlines, reminders, cancellation) are to be made in writing. Written form within the meaning of these Terms and Conditions of Purchase includes written and text form (e.g. letter, email, fax). Statutory form requirements and further evidence, in particular in case of doubts as to the legitimacy of the person making the declaration, will remain unaffected.

2. Order and order confirmation, proof of origin

- 2.1 ANKLAM EXTRAKT places orders exclusively in writing.
- 2.2 The Supplier is to confirm the order in writing. The order confirmation must contain all details of the order. Deviations from ANKLAM EXTRAKT's orders shall only be deemed to have been approved if they are in turn confirmed in writing by ANKLAM EXTRAKT.
- 2.3 By accepting the order, the Supplier undertakes to notify the exact country of origin of the goods and to submit a long-term supplier's declaration for goods with preferential origin status for goods originating in the EU. In the case of deliveries from a preferential country, the Supplier is obliged to provide a valid proof of preference EUR.1 or a declaration of origin on the invoice. Should supplier declarations or preference certificates prove to be incorrect, the Supplier undertakes to compensate the resulting damage.
- 2.4 Upon delivery of the goods, the Supplier expressly declares that the goods are marketable in the EU and have been manufactured and placed on the market in compliance with all relevant statutory or official requirements.

3. Delivery time and delay in delivery

- 3.1 The agreed delivery dates shall be binding for the Supplier. The Supplier shall inform ANKLAM EXTRAKT immediately if it becomes apparent that they will not meet the delivery time.
- 3.2 Events of force majeure, strikes, lock-outs, and other unforeseen events, which cannot be overcome by reasonable efforts and which make it considerably more difficult for ANKLAM EXTRAKT to accept and/or process the goods ordered, in particular sales stoppages, entitle ANKLAM EXTRAKT to postpone the acceptance deadlines or – provided the obstacle is not only temporary and for which ANKLAM EXTRAKT is not responsible – to withdraw from the contract without the supplier being entitled to claim damages. The Supplier is to be informed immediately.
- 3.3 If the delivery time is exceeded, the Supplier will be in default without a reminder. A contractual penalty of 1% of the order value shall be deemed agreed for each commenced week of culpable delay, up to a maximum of 5% of the order value. This contractual penalty may also be claimed after acceptance of the delivery until the final payment, without the need for a reservation on acceptance. ANKLAM EXTRAKT is entitled to demand the contractual penalty in addition to fulfilment and as a minimum amount of compensation owed by the Supplier, in accordance with the statutory provisions. Additional legal rights of ANKLAM EXTRAKT remain unaffected.

4. Delivery, delivery note and invoice

- 4.1 The place of fulfilment for the delivery is the place of destination/performance specified in the order in accordance with Incoterms® 2020. Partial deliveries, over-deliveries, and under-deliveries shall only be permitted with the approval of ANKLAM EXTRAKT.
- 4.2 Unless otherwise agreed, deliveries shall be made DDP (Delivery Duty Paid) in accordance with Incoterms® 2020 to the place of destination/performance specified by ANKLAM EXTRAKT. Consignments, for which carriage paid delivery has not been agreed, are always to be shipped by the most inexpensive route. ANKLAM EXTRAKT is not required to pay any additional costs incurred as a result of non-compliance with these regulations, nor the costs of carriage charges etc. at the place of dispatch.
- 4.3 Deliveries of goods by motor vehicle shall only be accepted at the consignee's premises during normal business hours as stated on the order.
- 4.4 The delivery note is to be enclosed with the consignment of goods. The delivery note and invoice is to be labelled with the ANKLAM EXTRAKT order number.
- 4.5 The invoice is to be sent in electronic form to the invoice address: rechnungen@anklam-extrakt.de.

5. Retention of title

- 5.1 Any processing, mixing or combination (further processing) of items provided by the Seller shall be carried out on behalf of ANKLAM EXTRAKT. The same shall apply to further processing of the delivered goods by ANKLAM EXTRAKT, with the result that ANKLAM EXTRAKT is deemed to be the manufacturer and acquires ownership of the product at the latest upon further processing in accordance with the statutory provisions.
- 5.2 The transfer of ownership of the goods to ANKLAM EXTRAKT is to take place unconditionally and without regard to payment of the price. However, if ANKLAM EXTRAKT accepts an offer by the Seller for transfer of title conditional on payment of the purchase price in an individual case, the Seller's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. ANKLAM EXTRAKT shall remain authorised to resell the goods in the ordinary course of business even before payment of the purchase price, assigning the resulting claim in advance (alternatively, the simple retention of title extended to the resale shall apply). This shall exclude all other forms of retention of title, in particular the extended retention of title, the forwarded retention of title and the retention of title extended to further processing

6. Price

- 6.1 Unless otherwise stated in the order, the agreed prices are fixed prices and are exclusive of VAT at the rate applicable at the time of delivery. The prices include the costs of freight to the consignee's address, packaging, and charges.
- 6.2 Should it be necessary to place orders without prior price agreement, the prices of the previous order shall be deemed agreed in the case of an ongoing business relationship. Otherwise, the Supplier's list price valid at the time of the order, less any agreed discount, shall apply, unless the list price at the time of fulfilment by the Supplier is more favourable for ANKLAM EXTRAKT.

7. Payment

- 7.1 Place of fulfilment for all payments is Anklam.
- 7.2 Unless otherwise agreed, payments shall be made after receipt of the goods and invoice and after any legally required or agreed acceptance within 14 days of fulfilment of the contract with a 2% discount or within 30 days without deduction. If the Supplier has to provide test reports, quality documents, or other documents, the contract shall only be fulfilled when these documents have also been handed over in full.
- 7.3 All payments are made subject to ANKLAM EXTRAKT's rights in respect of any defects. ANKLAM EXTRAKT shall be entitled to withhold payment in whole or in part until defects have been remedied or other counterclaims arising from the entire business relationship have been fulfilled. Payment does not constitute acknowledgement, fulfilment, or waiver of warranty; this also applies with regard to the receipt on the occasion of the acceptance of goods.

8. Production tests, notification of defects

- 8.1 The Supplier shall carry out a factory inspection of the products to be delivered by them, in particular an outgoing goods inspection. In doing so, the Supplier shall ensure that their deliveries comply with the agreed quality and specifications of ANKLAM EXTRAKT. The Supplier undertakes to keep records of the tests carried out and to archive all test, measurement, and control results for 5 years. ANKLAM EXTRAKT shall be entitled to inspect the above records and documents and to make copies.
- 8.2 The statutory provisions shall apply to the commercial duty to inspect and give notice of defects, subject to the following proviso: ANKLAM EXTRAKT's duty to inspect shall be limited to defects which become apparent upon external inspection, including the delivery documents (e.g. transport damage, incorrect and short deliveries). ANKLAM EXTRAKT's obligation to give notice of defects discovered later remains unaffected. Notwithstanding ANKLAM EXTRAKT's duty to inspect, a complaint by ANKLAM EXTRAKT (complaint or notification of defects) shall be deemed to have been made without delay and in good time if it is sent within 20 working days of discovery or, in the case of obvious defects, of delivery. Saturdays are not deemed working days. The expiry of the period for inspection and notification of defects is suspended in the period between 24th of December of one year and 2nd of January of the following year due to ANKLAM EXTRAKT's shutdown.

9. Claims for defects and warranty

- 9.1 The Supplier shall assume an independent durability guarantee for its deliveries and services for a period of 2 years from the transfer of risk to ensure that its deliveries and services are free from defects during the term of the guarantee,
- a) are free from defects of any kind,
 - b) are fully suitable for the intended or agreed purpose and
 - c) have the contractually agreed or warranted characteristics.
- In the event of a warranty claim, ANKLAM EXTRAKT shall be entitled to supplementary performance. If the Supplier has provided or offered a longer or more extensive guarantee, the guarantee provided or offered by the Supplier shall apply. The statutory rights regarding defects remain unaffected by the warranty.
- 9.2 The statutory provisions shall apply to ANKLAM EXTRAKT's rights in the event of material defects and defects of title in the goods (including incorrect and short deliveries as well as defective assembly, operating or user instructions) and in the event of other breaches of duty by the Supplier, unless otherwise stipulated below.
- 9.3 Supplementary performance shall also include removal of the defective goods and their re-installation, insofar as they have been incorporated into or attached to another item in accordance with their intended purpose. ANKLAM EXTRAKT's statutory claim to reimbursement of corresponding expenses remains unaffected. The expenses necessary for the purpose of inspection and supplementary performance shall be borne by the Seller even if it transpires that there was in fact no defect. REHAU's obligation to pay damages in the event of an unjustified request to remedy defects remains unaffected; in this respect, however, ANKLAM EXTRAKT is only liable if ANKLAM EXTRAKT recognised or was grossly negligent in not recognising that there was no defect.
- 9.4 Notwithstanding the statutory rights and the provisions in Paragraph 3, the following shall apply: If the Supplier fails to fulfil their obligation of supplementary performance – at ANKLAM EXTRAKT's discretion by remedying the defect (rectification) or by supplying a defect-free item (replacement delivery) – within a reasonable period set by ANKLAM EXTRAKT, ANKLAM EXTRAKT may remedy the defect itself and demand reimbursement of the necessary expenses or a corresponding advance payment from the Supplier. If supplementary performance by the Supplier has failed or is unreasonable for ANKLAM EXTRAKT (e.g. due to particular urgency or imminent occurrence of disproportionate damage), no deadline need be set; ANKLAM EXTRAKT shall inform the Supplier of such circumstances without delay. Otherwise ANKLAM EXTRAKT is entitled to reduce the purchase price or to withdraw from the contract in the event of a material defect or defect of title in accordance with the statutory provisions. In addition, the statutory provisions entitle the customer to compensation for damages and reimbursement of expenses.

- 9.5 Before ANKLAM EXTRAKT acknowledges or fulfils a claim for defects asserted by the customer, ANKLAM EXTRAKT shall notify the Supplier and request a written statement, briefly explaining the facts. If a substantiated statement is not made within a reasonable period and no amicable solution is reached, the claim for defects actually granted by ANKLAM EXTRAKT shall be deemed to be owed to our customer. In this case, the Supplier shall be responsible for providing evidence to the contrary.
- 9.6 ANKLAM EXTRAKT is entitled without restriction to the statutory claims for expenses and recourse within a supply chain (supplier recourse in accordance with Sections 478, 445a, 445b or Sections 445c, 327 Paragraph 5, 327u BGB) in addition to the claims for defects. In particular, ANKLAM EXTRAKT is entitled to demand from the Seller precisely the type of supplementary performance (rectification or replacement delivery) that ANKLAM EXTRAKT owes to its customer in individual cases. The statutory right of choice (Section 439 Paragraph 1 BGB) is not restricted by this. ANKLAM EXTRAKT's claims arising from supplier recourse shall also apply if the defective goods have been further processed by ANKLAM EXTRAKT or another entrepreneur, e.g. by incorporation into another product.
- 10. Transfer of risk**
The risk of accidental loss and accidental deterioration of the goods shall in any case pass to ANKLAM EXTRAKT upon acceptance of the goods at ANKLAM EXTRAKT or at the specified place of delivery. This also applies if ANKLAM EXTRAKT has assumed the costs of despatch in individual cases or if delivery is "ex works".
- 11. Means of production, drawings, specification sheets, specifications, manufacturing instructions**
- 11.1 All means of production such as models, samples, dies, tools, gauges, drawings, software, and the like which ANKLAM EXTRAKT provides to the Supplier or which are manufactured by the Supplier, according to ANKLAM EXTRAKT's specifications, may not be sold, pledged, or otherwise passed on to third parties or used in any way for third parties without ANKLAM EXTRAKT's consent. The means of production etc. shall become the property of ANKLAM EXTRAKT upon acquisition or manufacture by the Supplier. The handover shall be replaced by the Supplier storing the means of production etc. for ANKLAM EXTRAKT free of charge. The Supplier is to maintain and repair the production equipment at their own expense and, if necessary, replace it during the agreed service life.
- 11.2 The production equipment must be returned to ANKLAM EXTRAKT upon request.
- 11.3 The specification sheets created by ANKLAM EXTRAKT remain the property of ANKLAM EXTRAKT even after handover. They are copyrighted by ANKLAM EXTRAKT. Section XI No. 1 shall apply mutatis mutandis with regard to the content.
- 12. Confidentiality, industrial property rights**
- 12.1 The Supplier is obliged to maintain all knowledge of production etc. acquired in connection with the fulfilment of the order or a visit, as well as all drawings, orders, and business relations as business secrets and in no way disclose them to third parties. Employees and staff entrusted by the Supplier with the execution of the order shall be subject to corresponding confidentiality obligations. Should the Supplier, with the prior consent of ANKLAM EXTRAKT, involve subcontractors or other vicarious agents, the Supplier shall impose the same confidentiality obligations on them as it imposes on itself.
- 12.2 The Supplier shall be liable for ensuring that the delivery and use of the delivery items do not infringe the industrial property rights of third parties. The Supplier warrants that the delivery item is free from third party industrial property rights, in particular with regard to processes for its manufacture and use. If the Supplier has their own industrial property rights in respect of the materials supplied, it shall inform ANKLAM EXTRAKT of this in good time; the same shall apply to existing industrial property rights of third parties. The Supplier undertakes to indemnify ANKLAM EXTRAKT against all possible costs and claims for damages by third parties arising from the infringement of industrial property rights.
- 12.3 ANKLAM EXTRAKT is solely entitled to know-how developed within the framework of an order, other findings, etc., as well as all rights thereto. The Supplier is not entitled to use this know-how or other knowledge for other clients without the written consent.
- 13. Execution/environmental protection, safety, hygiene regulations, health protection and quality, REACH**
- 13.1 The Supplier must comply with the recognised rules of technology and the applicable statutory and official regulations and the operational rules and regulations of ANKLAM EXTRAKT. Unless additional requirements are specified in the order, the deliveries and services must be provided in accordance with the recognised rules of technology. The delivered goods and services must be manufactured and equipped in such a way that on the day of delivery they comply with all applicable statutory and official regulations, including those of the Pharmaceutical Conditions, the Equipment Safety Act and the Environmental Protection Act; and comply with the accident prevention regulations. Machinery and technical work equipment must be delivered with an EC declaration of conformity including CE symbol or a manufacturer's declaration in accordance with the Machinery Ordinance; in addition, operating instructions in German are to be enclosed.
- 13.2 In the event that the Supplier delivers substances/mixtures that are hazardous substances within the meaning of the Hazardous Substances Ordinance, or if the Supplier delivers products whose use cannot rule out the release of such substances, the Supplier shall be obliged to provide the EC safety data sheet in accordance with Regulation (EC) No. 1272/2008 (CLP) prior to delivery without being requested to do so. The Supplier warrants that its deliveries comply with the provisions of Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH Regulation"). In particular, the Supplier warrants that the substances contained in the products supplied by them have been registered to the extent required under the provisions of the REACH Regulation, and that ANKLAM EXTRAKT is provided with safety data sheets in accordance with the provisions of the REACH Regulation or the information required under Article 32 of the REACH Regulation. If the Supplier supplies products within the meaning of Article 3 of the REACH Regulation, they shall in particular also be responsible for ensuring that they fulfil their obligation to pass on certain information in accordance with Article 33 of the REACH Regulation.
- 13.3 The Supplier undertakes to ensure compliance with all relevant rules and safety regulations in the fulfilment of their order on their own responsibility. Insofar as the execution of the order takes place in whole or in part within REHAU's territorial sphere of influence, the Supplier undertakes in particular to learn about and observe the internal company regulations, rules and processes on REHAU premises on its own responsibility. The Supplier expressly confirms that it is aware of and complies with these. The Supplier shall impose corresponding obligations on any subcontractors used and pass on the relevant information to them.

14. Compliance with the Minimum Wage Act, provision of security, special right of cancellation

- 14.1 The Supplier guarantees that each employee employed by the Supplier shall receive remuneration at least in the amount of the applicable statutory minimum wage at all times and in a timely manner. Subcontractors and lenders with whom the Supplier maintains contractual relationships shall be obliged by the Supplier to comply with the Minimum Wage Act (Mindestlohngesetz –MiLoG) accordingly
- 14.2 For subcontractors and lenders with whom the Supplier or the Supplier's subcontractors maintain contractual relationships, the Supplier guarantees that each of the employees employed by them within the scope of application of the MiLoG will receive remuneration at least in the amount of the applicable statutory minimum wage at all times and in a timely manner.
- 14.3 ANKLAM EXTRAKT is authorised to check the Supplier's obligation to pay the minimum wage by inspecting business documents in compliance with data protection regulations. To this end, the Supplier is, at ANKLAM EXTRAKT's request, to submit verifiable evidence free of charge within a reasonable period of time, in particular the documents in accordance with Section 17 MiLoG and payrolls, each in anonymised form. The Supplier shall oblige subcontractors and lenders with whom the supplier maintains contractual relationships accordingly.
- 14.4 The Supplier shall indemnify ANKLAM EXTRAKT in full against liability under Section 13 MiLoG. If a claim is made against ANKLAM EXTRAKT by employees of the Supplier, by employees of the supplier's subcontractors or by employees of labour hire companies with which the Supplier maintains contractual relationships in accordance with Section 13 MiLoG, the Supplier shall bear all costs of the claim regardless of fault. To secure this right of recourse, the Supplier is obliged to provide ANKLAM EXTRAKT on request with security in the form of an irrevocable and unconditional directly enforceable guarantee on first demand from a credit institution or credit insurer authorised to carry out such transactions in Germany in an appropriate amount. The costs of the guarantee are to be borne by the Supplier.
- 14.5 If the Supplier breaches the obligations under Paragraph 1 or if claims are made against ANKLAM EXTRAKT by employees of the Supplier, by employees of subcontractors of the Supplier, or by employees of labour hire companies used by the Supplier in accordance with Section 13 MiLoG, ANKLAM EXTRAKT shall be entitled to cancel orders and other agreements – even in part – without notice.

15. Assignment of claims, offsetting, place of jurisdiction, choice of law

- 15.1 The Supplier is not authorised to assign their claims against ANKLAM EXTRAKT or to have them collected by third parties without prior consent. If the Supplier assigns their claims against ANKLAM EXTRAKT to a third party without ANKLAM EXTRAKT's consent, contrary to Sentence 1, the assignment is nevertheless effective, but ANKLAM EXTRAKT may, at its discretion, make payment to the Supplier or the third party with discharging effect.
- 15.2 Offsetting against ANKLAM EXTRAKT's claims with counterclaims or exercising a right of retention is only permissible if the counterclaim is recognised in writing or has been legally established. ANKLAM EXTRAKT may also assert a right of retention against claims of the Supplier which are not yet due.
- 15.3 ANKLAM EXTRAKT is entitled to set off all claims of any kind whatsoever against all claims of the Supplier to which the Supplier is entitled against ANKLAM EXTRAKT, even if the claims have different due dates. This also applies to claims that are not yet due.
- 15.4 The law of the Federal Republic of Germany shall apply to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.
- 15.5 The exclusive – also international – place of jurisdiction is Neubrandenburg, Germany. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.