

General Terms and Conditions of Purchase

(Last updated: April 2026)

1. Scope of Application

- 1.1 These General Terms and Conditions of Purchase (hereinafter **"Purchase Terms"**) apply exclusively to the domestic and international transactions of Jakob Eschbach GmbH (hereinafter **"Jakob Eschbach"**) with entrepreneurs within the meaning of Section 14 of the German Civil Code (**"BGB"**), legal entities under public law and special funds under public law.
- 1.2 These Purchase Terms apply to all transactions between Jakob Eschbach and the Supplier, even if they are not expressly mentioned within subsequent agreements.
- 1.3 Any terms and conditions of the Supplier that conflict with, are additional to, or deviate from these Purchase Terms shall not become part of the agreement unless Jakob Eschbach has expressly agreed to their validity in writing or in text form. These Purchase Terms shall also apply if Jakob Eschbach accepts a delivery from the Supplier without reservation whilst being aware of the Supplier's conflicting or deviating terms and conditions.
- 1.4 Individual agreements made with the Supplier in individual cases that deviate from these Purchase Terms shall take precedence over these Purchase Terms. Subject to proof to the contrary, the content of such agreements shall be governed by a written agreement or an agreement in text form, or by a written confirmation by Jakob Eschbach.
- 1.5 Any rights of Jakob Eschbach pursuant to statutory law beyond these Purchase Terms remain unaffected.

2. Conclusion of Contract and Contract Amendments

- 2.1 Offers and cost estimates from the Supplier shall be provided free of charge, unless otherwise agreed in writing or in text form.
- 2.2 An order, any amendment or addition thereto, and other agreements made upon conclusion of the agreement shall only become binding once they have been issued by Jakob Eschbach in writing or in text form, or, in the case of an order placed verbally, by telephone or using other means of distance communication, have been duly confirmed in writing. An order generated by automated systems, where a signature and name are missing, shall be deemed to have been made in writing. Jakob Eschbach's silence in response to offers, requests or other statements by the Supplier shall only be deemed to constitute consent if this has been expressly agreed in writing or in text form. Insofar as the order contains obvious errors, clerical errors or calculation errors, it shall not be binding for Jakob Eschbach.
- 2.3 The Supplier must issue an order confirmation without delay, but no later than three (3) working days after receipt of the order, in which the price and delivery date are expressly stated. Any deviations in the order confirmation from the order shall only be deemed agreed if they have been expressly confirmed by Jakob Eschbach in writing or in text form. Where Jakob Eschbach has concluded a framework agreement with the Supplier for future deliveries, an order placed by Jakob Eschbach (call-off order) shall be binding unless the Supplier objects to it within three (3) working days of receipt.
- 2.4 If, during the performance of an agreement, it becomes apparent that deviations from the originally agreed specifications are necessary or appropriate, the Supplier must inform Jakob Eschbach without delay. Jakob Eschbach will inform the Supplier immediately as to whether and what changes are to be made to the original order. If these changes result in a variation in the costs incurred by the Supplier in the performance of the agreement, both Jakob Eschbach and the Supplier shall be entitled to demand a corresponding adjustment to the agreed prices.

3. Delivery

- 3.1 The delivery shall be made in accordance with the order in terms of design, scope and breakdown. The delivery and performance dates or deadlines specified in the agreements are only binding if they have been expressly designated as binding. The delivery deadlines and dates specified by Jakob Eschbach in the order are binding. The delivery periods run from the date of the order.
- 3.2 Compliance with the delivery date or delivery period is determined by the receipt of the goods by Jakob Eschbach. Unless delivery DAP or DDP (Unterm Ohmberg 7, 34431 Marsberg) in accordance with Incoterms® 2020 has been agreed, the Supplier must make the goods available in good time, taking into account the time required for loading and dispatch to be agreed with the carrier.
- 3.3 If it becomes apparent to the Supplier that the delivery time cannot be met, they must notify Jakob Eschbach immediately in writing or in text form, stating the reasons and the expected duration of the delay. In the event of a delay in delivery, Jakob Eschbach is entitled to withdraw from the contract in accordance with the statutory provisions. In the event of a delay on the part of the Supplier, Jakob Eschbach is entitled to claim a contractual penalty of 0.5% of the net order value for each week or part thereof of the delay, up to a maximum of 5% of the net order value. Any further statutory claims for damages by Jakob Eschbach remain unaffected. The contractual penalty shall be set off against the damages for delay to be compensated by the Supplier. Acceptance of the delayed delivery does not constitute a waiver of claims for damages.

- 3.4 Delivery prior to the agreed delivery date is only permitted with the prior written- or consent in text form of Jakob Eschbach. Jakob Eschbach is entitled, without prior consent, to return goods delivered prematurely at the Supplier's expense or to store them at the Supplier's expense until the agreed delivery date.
- 3.5 Partial deliveries, as well as excess or short deliveries, are not permitted unless otherwise agreed. Jakob Eschbach reserves the right to accept them in individual cases and to charge the Supplier a flat-rate processing fee of EUR 40.00 for the additional work caused by the partial deliveries. The Supplier shall be entitled to prove that Jakob Eschbach has incurred no damage or significantly less damage.

4. Transfer of Risk and Dispatch

- 4.1 The Supplier bears the risk of accidental loss or accidental deterioration of the goods until their acceptance by Jakob Eschbach (DDP [Delivered Duty Paid] in accordance with Incoterms® 2020). If the Supplier is obliged to install or assemble the goods at Jakob Eschbach's premises, the risk shall not pass to Jakob Eschbach until acceptance or, if acceptance is excluded, until the goods are ready for operation.
- 4.2 Each delivery must be accompanied by a delivery note containing the date (of issue and dispatch), the order and material number, a list of the batches delivered, the description of the goods, the delivery quantity and the weight. Breaches of these documentation requirements constitute a material breach of contract by the Supplier. The Supplier shall compensate Jakob Eschbach for any loss arising therefrom, unless the Supplier is not responsible for the breach of duty. If the delivery note is missing or incomplete, Jakob Eschbach shall not be held responsible for any resulting delay in processing and payment.
- 4.3 The Supplier must comply with Jakob Eschbach's specifications regarding the dispatch of goods. Furthermore, the goods must be packaged in such a way as to prevent damage during transport. Packaging materials must be used only to the extent necessary for this purpose. Only environmentally friendly, recyclable packaging materials may be used.

5. Prices and Payment

- 5.1 The price stated in the order is binding. Unless otherwise agreed in writing or in text form, prices are quoted on a DDP basis in accordance with Incoterms® 2020, inclusive of packaging. The prices quoted are exclusively net prices; statutory VAT shall be shown separately at the time of invoicing at the applicable rate.
- 5.2 The Supplier's invoices must state the order details (order number, order date, quantity and price), the number of each individual item (batch) and the delivery note number. Otherwise, they shall be deemed not to have been received due to the inability to process them. Duplicate invoices must be marked as such.
- 5.3 Payment shall be made upon acceptance of the goods, provided that the Supplier is obliged to install or assemble the goods at Jakob Eschbach's premises (Clause 4.1), upon acceptance or, if acceptance is excluded, upon the goods being ready for operation, and upon receipt of the invoice within 14 days with a 3% discount or within 30 days net. Payment is subject to the audit of the invoice. In the event of a defective delivery, Jakob Eschbach is entitled to withhold payment until proper performance has been achieved, without loss of discounts, cash discounts or similar price reductions. Where the Supplier is required to provide material tests, test reports, quality documents or other documentation, acceptance of the goods is also subject to receipt of such documentation. The payment period shall commence upon full rectification of the defects. In the event of early delivery of the goods, the payment period shall not commence until the agreed delivery date.
- 5.4 Ownership of the goods shall pass to Jakob Eschbach free of encumbrances upon payment at the latest. Payments shall be made only to the Supplier. Extended or prolonged retention of title is not permitted. Counterclaims by the Supplier shall only entitle him to set-off if they have been legally established, acknowledged or are undisputed. The Supplier may only assert a right of retention if his counterclaim is based on the same contractual relationship.

6. Termination, Withdrawal from the Contract

- 6.1 Jakob Eschbach is entitled to terminate the agreement for good cause. Good cause includes, in particular:
 - 6.1.1 The Supplier fails to fulfil his contractual obligations despite a written request and setting of a reasonable deadline without success.
 - 6.1.2 The Supplier violates public law regulations or requirements punishable by criminal penalties or fines in connection with the performance of deliveries and services to a significant extent or in a serious manner.
 - 6.1.3 The Supplier definitively refuses to fulfil one or more contractual obligations.
- 6.2 Termination shall be effected in writing and, in the event of termination for good cause, shall state the relevant grounds for termination. If either party terminates the agreement, the Supplier shall immediately return all working documents necessary for the continuation of the services and any items provided to him by Jakob Eschbach.
- 6.3 If termination is for good cause attributable to the Supplier, Jakob Eschbach shall only remunerate the Supplier for the services rendered in accordance with the agreement up to the date of receipt of the notice of termination, on the basis of the agreed prices, in relation to the partial services. Claims for damages on the part of Jakob Eschbach remain unaffected.
- 6.4 Jakob Eschbach may also terminate the agreement if the Supplier ceases his services/deliveries without justification, or if the Supplier's financial circumstances deteriorate, or if an application to open insolvency proceedings regarding the Supplier's assets is rejected due to lack of assets. Jakob Eschbach shall pay the Supplier

proportionate remuneration for the services performed. Jakob Eschbach shall be entitled to claim damages from the Supplier for non-performance of the services still owed.

- 6.5 If Jakob Eschbach terminates the agreement for good cause for which the Supplier is not responsible, the Supplier is entitled to claim the agreed remuneration; however, the Supplier must allow a deduction for any expenses saved as a result of the termination of the agreement, or any income earned or maliciously failed to earn through the alternative use of their labour.
- 6.6 The Supplier's right of termination pursuant to Section 643 BGB remains unaffected.
- 6.7 Jakob Eschbach may withdraw from an order for goods or services (Section 433 BGB) at any time prior to delivery if, following due consideration, special circumstances mean that Jakob Eschbach no longer has an interest in the performance of the services owed by the Supplier. In the event of withdrawal by Jakob Eschbach pursuant to this Clause 6.7, the provisions set out in Clauses 6.3 to 6.5 above shall apply mutatis mutandis to the Supplier's claim for remuneration. Jakob Eschbach shall acquire ownership of the partial services for which remuneration has been paid.

7. Warranty and Claims relating to Defects

- 7.1 Unless otherwise agreed, the statutory warranty rights shall apply.
- 7.2 The Supplier warrants that the delivery complies with the agreed specifications, the state of the art, the relevant legal provisions and the regulations and guidelines of authorities, employers' liability insurance associations and trade associations. Jakob Eschbach must be informed immediately in writing or in text form of any concerns the Supplier has regarding the execution of the order as requested by Jakob Eschbach.
- 7.3 Jakob Eschbach shall, as soon as practicable after acceptance of the goods and insofar as this is feasible in the ordinary course of business, check whether the quantity and identity of the goods correspond to the order and whether there is any externally visible transport damage.
- 7.4 If a defect is revealed during these inspections or at a later date, Jakob Eschbach shall, insofar as this is practicable in the ordinary course of business, notify the Supplier of this without delay; in the case of obvious defects, within five (5) working days of the inspection, and in the case of hidden defects, within 14 days of discovery.
- 7.5 Jakob Eschbach's approval of the Supplier's drawings, calculations or other technical documentation shall not affect the Supplier's liability for defects or his obligation to honour any guarantees he has provided.
- 7.6 In the event of defects in the goods, Jakob Eschbach shall be entitled, without prejudice to statutory claims for defects, to demand at its discretion that the Supplier remedy the defects or deliver goods free from defects as a form of subsequent performance. The Supplier shall bear the costs necessary for the purpose of subsequent performance.
- 7.7 Claims for defects shall become time-barred – except in cases of fraud – after three years, unless the goods have been used in accordance with their normal purpose in a building and have caused its defectiveness. The limitation period shall commence upon acceptance of the goods or, where acceptance is excluded, upon the goods being made ready for operation by Jakob Eschbach (transfer of risk in accordance with Clause 4.1).
- 7.8 If the Supplier fulfils his obligation to remedy the defect by means of a replacement delivery, the limitation period shall recommence for the goods delivered as a replacement upon their acceptance.
- 7.9 Suppliers of goods requiring spare parts are obliged to supply Jakob Eschbach with the necessary spare parts, accessories and tools for a further period of ten years following the expiry of the limitation period.

8. Product Liability

- 8.1 The Supplier is obliged to indemnify Jakob Eschbach against any liability towards third parties or claims by third parties arising from the manufacture, delivery, storage or use of the goods supplied, upon first request. The Supplier is also obliged to reimburse Jakob Eschbach for any payments made to settle justified claims. The obligation to indemnify and reimburse shall not apply if the underlying event is demonstrably attributable to gross negligence or intent on the part of Jakob Eschbach or an employee, representative, vicarious agent or company affiliated with Jakob Eschbach. The Supplier is obliged to notify Jakob Eschbach immediately of any legal proceedings brought against it or the assertion of claims and, at Jakob Eschbach's request, to make all relevant documents available. Any further claims by Jakob Eschbach remain unaffected.
- 8.2 In the cases referred to in Clause 8.1, the Supplier shall bear all costs and expenses, including the costs of any legal proceedings. In particular, the Supplier shall also reimburse Jakob Eschbach for any expenses arising from or in connection with precautionary measures taken by Jakob Eschbach to prevent claims under product liability, in particular warning, replacement or recall campaigns. The costs and expenses to be reimbursed shall also include the costs of a precautionary recall campaign, insofar as this is deemed reasonable by Jakob Eschbach, exercising due care, for the protection of Jakob Eschbach's customers or external third parties. The Supplier shall reimburse Jakob Eschbach for the costs of such a recall campaign even after the expiry of the warranty period if Jakob Eschbach carries out the recall on the basis of an official order or to avert danger to the life and limb of product users or external third parties. Jakob Eschbach shall, as far as possible and reasonable, inform the Supplier of the content and scope of the measures to be carried out and give the Supplier the opportunity to comment.
- 8.3 Insofar as Jakob Eschbach is held liable by third parties due to a product defect in the item supplied by the Supplier for which compensation is due, the Supplier shall, in addition to the obligation set out in Clause 8.1, actively support

Jakob Eschbach in defending against such claims. To this end, the Supplier shall retain all records and documentation relating to the delivery for a period of at least 15 (fifteen) years from receipt of the delivery by Jakob Eschbach and shall hand them over to Jakob Eschbach upon first request.

- 8.4 If the Supplier becomes aware of a defect or discovers a defect that could constitute so-called serial defect, they are obliged to inform Jakob Eschbach thereof without delay. A serial defect exists in particular where several products are defective due to the same cause and/or exhibit the same defect. The Supplier's indemnity and reimbursement obligations set out in Clauses 8.1 to 8.3 apply to each individual incident of damage within the context of a serial defect. A limitation of liability for serial defects is expressly not agreed.
- 8.5 The Supplier shall insure himself against all risks arising from product liability for an appropriate sum, but at least in the amount of EUR 10,000,000.00, covering personal injury, property damage and financial loss (including recall cost insurance) for each individual claim, at his own expense, and shall provide evidence of this to Jakob Eschbach upon request by presenting his insurance policy. The insurance cover must be maintained for a period of at least ten (10) years from the date of the last delivery to Jakob Eschbach.

9. Force Majeure

- 9.1 If Jakob Eschbach is prevented by force majeure from fulfilling its contractual obligations, in particular, but not exclusively, from the timely acceptance or delivery of the goods or services, Jakob Eschbach shall be released from the relevant obligation for the duration of the impediment and a reasonable start-up period, without being liable to the Supplier for damages. The same shall apply if the fulfilment of Jakob Eschbach's obligations is unreasonably impeded or temporarily rendered impossible by unforeseeable circumstances for which Jakob Eschbach is not responsible, in particular by official measures (irrespective of their legality), official orders, measures or restrictions due to an epidemic (e.g. the COVID-19 pandemic), energy shortages, lack of transport, power failure, failure of telecommunications links or significant operational disruptions.
- 9.2 Force majeure shall be deemed to include all unusual, unforeseeable events beyond the control and influence of the parties, such as, in particular, natural disasters, terrorist attacks, political unrest, epidemics, official measures, blockades, sabotage, embargoes, strikes, lockouts and other industrial action.
- 9.3 Jakob Eschbach shall inform the Supplier promptly of the occurrence of an operational disruption or an event of force majeure.
- 9.4 If the Supplier is prevented from fulfilling his contractual obligations, in particular the timely delivery of the goods, due to an event of force majeure within the meaning of Clause 9.2, the Supplier shall be released from his respective obligation to perform for the duration of the hindrance and a reasonable start-up period, without being liable to Jakob Eschbach for damages. Clause 9.3 shall apply to the Supplier mutatis mutandis. Jakob Eschbach shall be entitled to withdraw from the contract if such an impediment to performance on the part of the Supplier lasts for more than two (2) months and, as a result, the performance of the agreement is no longer of interest to Jakob Eschbach. At the Supplier's request, Jakob Eschbach shall declare, upon expiry of the period, whether Jakob Eschbach will exercise its right of withdrawal from the contract or accept the delivery or service within a reasonable period.

10. Quality Assurance and Quality Control

- 10.1 The Supplier must have a certified quality assurance management system in place that is appropriate in terms of type and scope, corresponds to the state of the art, and complies with at least ISO 9001 or – where applicable – ISO/TS 16949, and must provide evidence of this to Jakob Eschbach upon request. The Supplier must keep regular records of the quality inspections carried out by them and make these available to Jakob Eschbach at short notice upon request. If Jakob Eschbach deems it necessary, the Supplier shall conclude a corresponding quality assurance agreement with Jakob Eschbach.
- 10.2 If a special quality control is to be carried out on the delivery item as part of the acceptance process, the personnel costs shall be borne by Jakob Eschbach and the material costs by the Supplier, unless otherwise agreed in writing or in text form.
- 10.3 If a further quality inspection becomes necessary as a result of identified defects, the personnel costs for this shall also be borne by the Supplier. The same applies if the delivery item is not presented to the quality assurance officer by the date specified in Clause 10.2 above.
- 10.4 Following prior consultation with the Supplier, Jakob Eschbach is entitled to carry out quality audits at the Supplier's premises – unless otherwise agreed: at its own expense.

11. Confidentiality

- 11.1 The Supplier is obliged to use all information, data, documents and other resources (hereinafter “**Confidential Information**”) exclusively for the fulfilment of the obligations incumbent upon them and to treat such information as strictly confidential for an indefinite period, to implement appropriate security measures to protect the Confidential Information and, in particular, not to make it available to unauthorized third parties. Confidential Information includes, in particular, computer applications, documented workflows and other know-how of Jakob Eschbach.
- 11.2 However, the obligation in Clause 11.1 does not extend to information which
- a) was already public knowledge (i.e. readily accessible to any third party) at the time of its disclosure by Jakob Eschbach, or which became public knowledge after its disclosure without any breach of confidentiality

obligations – in particular those set out in Clause 11 – and without any breach of the obligations arising from the contract or these Purchase Terms, or

- b) was demonstrably already known to the Supplier at the time of its disclosure, or
- c) must be disclosed by Jakob Eschbach pursuant to an official order or a statutory obligation.

- 11.3 Upon termination of the agreement, the Supplier must return, in an orderly manner, all Confidential Information generated in connection with the quotation, the order and/or the provision of services, or received from Jakob Eschbach or third parties, or otherwise obtained, including any copies made thereof. If the Confidential Information is in electronic form, it must be irrevocably deleted after a copy has been provided. At Jakob Eschbach's request, the destruction or deletion of the Confidential Information must be confirmed in writing.
- 11.4 The Supplier shall impose a written confidentiality obligation on all employees and subcontractors involved in the performance of the agreement in accordance with the entirety of Clause 11, for an indefinite period and to the extent permitted under employment law, including for the period following their departure. Furthermore, the Supplier shall only disclose the Confidential Information to those employees and subcontractors who need to know it for the performance of the agreement. The Supplier expressly undertakes to be liable for any culpable breach by its representatives (in particular employees and subcontractors).
- 11.5 The Supplier warrants that the provision of its services does not infringe the intellectual property rights or copyrights of third parties. In the event of a corresponding culpable infringement, the Supplier shall, upon first request, indemnify Jakob Eschbach against any claims by third parties and reimburse Jakob Eschbach for all damages and expenses arising from such claims.

12. Export Control and Customs

- 12.1 The Supplier undertakes to observe and comply with all relevant export control and customs regulations when carrying out the legal transaction. This applies also and in particular in the event that the Supplier, in turn, procures the goods to be delivered to Jakob Eschbach from suppliers or uses parts or raw materials procured from such suppliers for the manufacture of the goods.
- 12.2 The Supplier is obliged to inform Jakob Eschbach, prior to the legally effective conclusion of the transaction, of any import or export restrictions relating to the goods to be supplied by the Supplier, in particular licensing requirements or import or export bans, in accordance with German, European or US export control and customs regulations, as well as the export control and customs regulations of the country of origin of the goods. To this end, the Supplier shall provide at least the following information:
- the list item in accordance with Annex AL to the German Foreign Trade and Payments Ordinance,
 - the list item in accordance with the Annexes to the EC Dual-Use Regulation,
 - comparable list items under relevant export control regulations, in particular under existing embargo regulations,
 - for US goods, the ECCN (Export Control Classification Number),
 - the commercial origin of his goods and the components of his goods, including technology and software,
 - whether the goods have been or are being transported through the USA, manufactured or stored in the USA, or produced using US technology,
 - the statistical commodity code (HS code) of his goods, and
 - a contact person within their company to clarify any queries from Jakob Eschbach.

Upon request by Jakob Eschbach, the Supplier is obliged to provide Jakob Eschbach with all further foreign trade data relating to his goods and their components in writing or in text form, and to inform Jakob Eschbach immediately (even after delivery of the goods in question) of any changes to the aforementioned data in writing or in text form.

- 12.3 If the Supplier breaches any of the provisions set out in Clauses 12.1 and 12.2 and Jakob Eschbach is therefore unable to resell the goods ordered or already delivered (and, where applicable, further processed), Jakob Eschbach shall be entitled to declare its withdrawal from the contract. Furthermore, the Supplier is obliged to compensate Jakob Eschbach for any loss arising from such an inability to resell.
- 12.4 If the Supplier breaches any of the provisions set out in Clauses 12.1 and 12.2 and Jakob Eschbach is consequently held liable by a third party, Jakob Eschbach shall also be entitled to declare its withdrawal from the contract. The Supplier is also obliged to indemnify Jakob Eschbach against all claims asserted by third parties against Jakob Eschbach as a result of the Supplier's own breach and to compensate Jakob Eschbach for any loss arising from such a claim.
- 12.5 The provision set out in Clause 12.4 shall apply mutatis mutandis in the event that the Supplier breaches any of the provisions set out in Clauses 12.1 and 12.2 and Jakob Eschbach or individuals acting on behalf of Jakob Eschbach are consequently held liable for a criminal offence or an administrative offence.
- 12.6 If Jakob Eschbach is prevented from reselling the goods ordered or already delivered (and, where applicable, further processed) as a result of a restriction on foreign trade coming into force after the conclusion of the contract (e.g. due to an embargo or a tightening of an embargo), Jakob Eschbach shall be entitled to declare its withdrawal from the contract.

13. REACH Compliance

- 13.1 The Supplier warrants that the goods and/or substances used as raw materials for the manufacture of the goods comply with the provisions of Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, authorization and restriction of chemicals (REACH), as amended. The Supplier warrants that the substances contained in the goods, insofar as required under the provisions of the REACH Regulation, are or will be (pre-)registered in good time, provided that the substance in question is not exempt from registration.
- 13.2 The Supplier undertakes to maintain the registration and authorization of the Goods and/or substances used as raw materials for the manufacture of the Goods from the date of delivery.
- 13.3 If the goods or the substances contained in the goods are subject to authorization under the REACH Regulation, the Supplier shall ensure that authorization is obtained and maintained in a timely manner. Upon request by Jakob Eschbach, the Supplier shall immediately provide Jakob Eschbach with written proof of the pre-registration or registration or authorization of the substances contained in the goods delivered or to be delivered to Jakob Eschbach.
- 13.4 The Supplier is responsible for all information to be provided in connection with compliance with the REACH Regulation by the goods delivered or to be delivered to Jakob Eschbach. The Supplier undertakes to provide Jakob Eschbach with all information and documentation required under the REACH Regulation within the time limits specified in the REACH Regulation and/or to forward the information from his upstream supplier to Jakob Eschbach without delay.
- 13.5 Upon delivery of the goods, the Supplier shall provide Jakob Eschbach with an up-to-date safety data sheet that complies with the requirements of the REACH Regulation and is tailored to the subject matter of the contract and, where necessary, a safety data report in German. The documents must be enclosed with the delivery of the goods in paper form.
- 13.6 The Supplier is obliged to inform Jakob Eschbach immediately in writing if and as soon as it decides not to ensure or maintain the registration and/or authorization of the goods and/or the substances contained therein, if the registration and/or authorization is refused or revoked, or if the registration and/or authorization is not possible for other reasons, or if restrictions have been imposed.
- 13.7 Jakob Eschbach is entitled to reject goods that do not comply with Clause 13 and to return them to the Supplier at the Supplier's expense. This also applies in the event of a breach of the obligation set out in Clause 13.5.
- 13.8 If the Supplier breaches any duty to provide information set out in these Purchase Terms, Jakob Eschbach shall be entitled, in accordance with the statutory provisions, to withdraw from or terminate the contract and to claim damages as well as indemnification against third-party claims and fines imposed as a result of the breach of the provisions of the REACH Regulation. Furthermore, Jakob Eschbach may withhold performance, in particular payment of the purchase price in accordance with Section 320 BGB, until the Supplier has fully complied with the information obligations in accordance with the provisions of the REACH Regulation and these Purchase Terms.
- 13.9 If the Supplier procures the goods and/or substances used as raw materials for the manufacture of the goods from a third party (sub-Supplier), the Supplier shall impose on the third party the obligations incumbent upon the Supplier under this Clause 13.

14. Social Responsibility and Environmental Protection

- 14.1 The Supplier undertakes to comply with the relevant statutory provisions regarding the treatment of employees, environmental protection and occupational safety, and to work towards reducing the adverse effects of his activities on people and the environment. To this end, the Supplier shall, within the scope of his capabilities, establish and further develop a management system in accordance with ISO 14001. Furthermore, the Supplier shall observe the principles of the UN Global Compact Initiative. The principles of the UN Global Compact Initiative essentially concern the protection of international human rights, the right to collective bargaining, the abolition of forced labor and child labour, the elimination of discrimination in recruitment and employment, environmental responsibility and the prevention of corruption. Detailed information on the United Nations Global Compact Initiative is available at www.unglobalcompact.org.
- 14.2 The Supplier shall endeavour to ensure that his subcontractors and suppliers comply with the provisions set out in Clause 14.1.
- 14.3 If the Supplier breaches the provisions set out in Clauses 14.1 and 14.2, Jakob Eschbach may, in accordance with the statutory provisions, withdraw from or terminate contracts with the Supplier, discontinue all contract negotiations, and claim damages as well as indemnification against claims that third parties may assert against Jakob Eschbach.

15. Due Diligence Obligations in the Supply Chain

- 15.1 Jakob Eschbach feels ethically obliged to comply with certain human rights and environmental due diligence obligations within its supply chains in order to prevent or minimize human rights or environmental risks, or to put an end to breaches of human rights or environmental obligations. The terms "human rights risk" "environmental risk", "breach of a human rights-related obligation" and "breach of an environmental obligation" have the meanings defined in the Act on Corporate Due Diligence to Prevent Human Rights Violations in Supply Chains (German

Supply Chain Due Diligence Act – LkSG) in its currently applicable version (the current version can be downloaded free of charge at the following link: www.gesetze-im-internet.de/lksg/index.html).

- 15.2 The Supplier undertakes to comply with the human rights and environmental obligations described in the Supply Chain Due Diligence Act and to take this expectation into account appropriately in relation to his own suppliers throughout his supply chain. In particular, the Supplier undertakes to avoid or minimize human rights and environmental risks and to put an end to breaches of human rights and environmental obligations. Furthermore, the Supplier undertakes to instruct his senior management and employees to comply with these expectations and to provide training for his senior management and employees regarding compliance with these expectations.
- 15.3 Jakob Eschbach shall have the right, following prior written notice, to carry out audits to ensure compliance with the Supplier's obligations under this Clause, either himself and/or through third parties appointed by it. The Supplier shall provide Jakob Eschbach and/or the third party commissioned by Jakob Eschbach with all data, documents and other information in written, oral and/or electronic form that Jakob Eschbach and/or the third party commissioned by Jakob Eschbach reasonably requests for the audit.
- 15.4 If Jakob Eschbach suspects a breach of a human rights or environmental obligation by the Supplier or by any of his suppliers or contractors at any level, and if Jakob Eschbach has evidence to that effect, the Supplier is obliged to take and implement appropriate corrective measures or to ensure that his relevant suppliers and contractors to take and implement such measures as Jakob Eschbach reasonably requests in writing.
- 15.5 At Jakob Eschbach's request, the Supplier shall without delay (i) draw up, in consultation with Jakob Eschbach, a plan to remedy the breach of a human rights or environmental obligation, including a specific timetable for this plan, and (ii) implement the measures required by Jakob Eschbach, at its reasonable discretion, to carry out this plan.
- 15.6 If the Supplier breaches the provisions set out in Clauses 15.2 and 15.5, Jakob Eschbach may, in accordance with the statutory provisions, withdraw from or terminate contracts with the Supplier, discontinue all contractual negotiations, and claim damages as well as indemnification against any claims that third parties may assert against Jakob Eschbach.

16. Return of Packaging

The Supplier is obliged to take back, free of charge, transport packaging, sales and outer packaging, as well as reusable packaging, and to recycle or reuse such packaging in accordance with the requirements of Section 16 of the German Packaging Act (VerpackG). The Supplier must collect the packaging from the agreed delivery location (Clause 3.2 of these Purchase Terms) upon provision and request by Jakob Eschbach.

17. Assignment of Claims

The assignment of the Supplier's claims against Jakob Eschbach is only possible with the written consent of Jakob Eschbach, which Jakob Eschbach may, however, only refuse if Jakob Eschbach has a legitimate interest in the exclusion of the assignment and the Supplier's legitimate interests in the assignability of the right do not outweigh Jakob Eschbach's legitimate interest in the exclusion of the assignment. Section 354a of the German Commercial Code (HGB) remains unaffected.

18. Applicable Law / Jurisdiction / Place of Performance

- 18.1 The legal relationship between the Supplier and Jakob Eschbach shall be governed by the law of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods ("CISG").
- 18.2 The exclusive – including international – place of jurisdiction for all claims arising from the business relationship against Jakob Eschbach and Suppliers who are merchants, legal entities under public law or special funds under public law, or who do not have a general place of jurisdiction in Germany, is the registered office of Jakob Eschbach. Jakob Eschbach is also entitled to bring an action at the Supplier's registered office and at any other permissible place of jurisdiction.
- 18.3 The place of performance for all obligations of the parties is the registered office of Jakob Eschbach.

19. Severability Clause

Should any provision in these Purchase Terms or any provision within the framework of other agreements between the Supplier and Jakob Eschbach violate statutory provisions in whole or in part, or be or become invalid or unenforceable for any other reason, this shall not affect the validity of the remaining provisions or agreements. The parties are obliged to replace the invalid or unenforceable provision with a valid one that most closely approximates what the parties intended in economic terms at the time the contract was concluded.