

I. Scope of application, deviating terms and conditions, future business, priority agreements

1. Our General Terms and Conditions of Purchase (hereinafter referred to as "**GTC**") shall apply to all contracts concluded with suppliers, service providers and other contractors (hereinafter referred to as "**Contractors**") for their deliveries and other services with Haltermann Carless Deutschland GmbH or its affiliated companies, insofar as these have their registered office in the Federal Republic of Germany (hereinafter referred to as "**Customers**"). These GTC shall only apply to entrepreneurs (§ 14 BGB), legal entities under public law and special funds under public law. In the case of ongoing business relations with the Contractor, they shall also apply to all future contracts, even if they are not separately agreed again.

2. The GTC shall apply exclusively. Any terms and conditions of the Contractor that conflict with, supplement or deviate from the GTC shall not apply unless we have expressly agreed to them in writing in an individual case. This requirement of consent shall apply in any case, for example even if we accept deliveries from the Contractor without reservation in the knowledge of the Contractor's terms and conditions.

3. We reserve the right to amend the GTC for objective reasons, in particular in the event of changes in the law, changes in jurisdiction or changes in the economic circumstances. The Contractor declares his consent to the exclusive application of the amended terms and conditions if and insofar as he does not object in writing to the application of the amended GTC within one week of receipt of the amended GTC by him and he was specifically informed by us of the significance of his conduct on the occasion of the announcement of the amended terms and conditions.

4. Individual written agreements (including individual subsidiary agreements, supplements and amendments) with the Contractor and deviating information in the Customer's offers/declarations of acceptance shall take precedence over the GTC.

II. Written form, conclusion of contract, offers, orders

1. Offers or orders and declarations of acceptance, other ancillary agreements and arrangements made before or at the time of conclusion of the contract, as well as delivery schedules, must be made in writing or text form (letter, fax, e-mail as well as remote data transmission and tele/media services or machine-readable data carriers, hereinafter referred to as "**in writing**") in order to be legally effective.

2. Cost estimates and offers are made by the Contractor free of charge and do not create any obligations for the Customer. The contract is only binding for us when we issue the order confirmation in writing. Verbal agreements require written confirmation by us.

3. The Contractor undertakes to expressly indicate in its offer any deviations from the Customer's request. Furthermore, the Contractor shall additionally offer such solutions that are technically and/or economically more favourable compared to the offer.

III. Services, safety requirements

1. Insofar as the Contractor is commissioned with the provision of services, he shall act free of instructions and shall be free to determine the place of work and his hours of service. However, the Contractor shall divide his working hours according to the requirements of the project. If he provides the agreed services on the Customer's premises, this shall take place during normal business hours to the extent agreed with the Customer.

2. When working on the premises or on the site of the Customer, the Contractor shall observe the Customer's current safety requirements. The Contractor shall ensure that all employees of the Contractor and any subcontractors of the Contractor working on the Customer's premises or site are instructed in accordance with the safety specifications.

3. The Contractor shall perform the services on his own responsibility. He will only use professionally qualified personnel, and only he is authorised to issue instructions to his employees.

4. The Contractor is not entitled to use third parties (e.g. subcontractors) to perform the agreed services without the prior written consent of the Customer. If the Contractor intends to use third parties in the performance of the contract from the outset, the Contractor shall already inform the Customer of this in its offer.

IV. Prices, remuneration for services

1. The agreed prices are fixed prices including packaging and are exclusive of statutory value added tax.

2. Unless otherwise agreed, the prices include delivery "DDP" (INCOTERMS 2020).

3. If a fixed price has been agreed in the case of services, additional expenses for the complete provision of agreed services shall be borne by the Contractor. Subsequent claims shall not be considered.

4. If, in the case of services, remuneration is agreed on a time and material basis, the Contractor's activities shall be remunerated in accordance with the time spent by it at the hourly or daily rate agreed in each case. The Contractor shall inform the Customer in good time if and as soon as it is foreseeable to the best of its knowledge and experience that the workload estimated by it will not be sufficient to provide the agreed services in full and in accordance with the contract. In this case, the Contractor shall at the same time quantify and justify the additional expenditure likely to be incurred. The Contractor shall only be entitled to incur such additional expenses subject to payment if the Customer has approved such

additional expenses in writing. For the purpose of uninterrupted performance of the services, the Contractor shall request approval of the additional expenditure in good time before the point in time from which the additional expenditure becomes necessary for the complete performance of the services. Additional expenditure not previously approved is not subject to remuneration.

V. Invoicing, payment, Customer's right of retention, assignment, transfer of ownership, processing/resale

1. The Contractor shall issue an invoice per order for the deliveries and services provided. The invoice shall state the complete order number of the Customer and, if available, the delivery note number of the Contractor. The invoice shall be accompanied by proof of performance and other supporting documents. Invoices shall correspond to the details in the order with regard to goods description, price, quantity, sequence of items and item number. The invoice shall be sent to the invoice address stated in the Customer's order. The applicable legal requirements for invoices under the value added tax law of the country to whose value added tax law the invoiced deliveries and services are subject shall be complied with.

2. Unless otherwise agreed, payment shall be made net within thirty (30) days after delivery or acceptance or the date of performance in accordance with the contract and receipt of the proper and auditable invoice (cf. section V.1.). If invoices do not comply with the requirements pursuant to section V.1., the Customer may reject them. The date of receipt of the new proper invoice shall then be decisive for the start of the payment period. In the event of premature delivery or performance, the payment period shall commence on the agreed delivery or performance date and receipt of a proper and verifiable invoice.

3. Payment does not constitute acceptance of conditions and prices. Rights of the Customer due to improperly provided delivery / service, its audit rights and the right to object to an invoice for other reasons shall remain unaffected.

4. If the delivery or service is not in accordance with the contract, the Customer is entitled to withhold payment proportionally until proper performance. If and to the extent that payments have already been made for the defective deliveries or services, the Customer shall be entitled to withhold other payments due up to the amount of these payments made.

5. If the Customer pays royalties to foreign contractors, the Customer is obliged to withhold withholding tax pursuant to § 50a EStG. A waiver of the withholding tax or its reduction is only possible if the Contractor submits an exemption certificate according to § 50d EStG.

6. The Contractor is not entitled to assign its claims against the Customer or to have them collected by third parties without the prior written consent of the Customer, which may not be unreasonably withheld. This shall not apply if the Contractor has granted his supplier an extended retention of title in the ordinary course of business. Section 354a HGB remains unaffected.

7. If the Contractor retains ownership of contractual products, ownership shall pass to the Customer upon payment of the contractual products delivered. The Customer does not recognise an extended or prolonged retention of title.

8. The Customer is entitled to process, sell or otherwise dispose of the delivered contractual products in the ordinary course of business.

9. The statutory provisions shall apply to the occurrence of default in acceptance. However, the Contractor must expressly offer his performance even if a specific or determinable calendar time has been agreed for an act or cooperation of the principal.

VI. Date of performance/delivery and delivery periods, partial performance/delivery, delay in delivery, contractual penalty, Contractor's right of retention/compensation

1. The agreed delivery dates and deadlines as well as the delivery dates and deadlines stipulated in the delivery call-offs or the agreed performance dates and deadlines are binding. The Contractor is obliged to request in good time any documents to be provided by the Customer for the execution of the order.

2. In the case of deliveries of goods, compliance with the delivery date shall be determined by the handover of the defect-free goods to the Customer during normal business hours with the necessary shipping documents at the location specified in the order (hereinafter referred to as "**place of delivery**"). If a delivery with assembly/service has been agreed between the parties, the handover of the defect-free goods and the proper execution of the assembly/service shall be decisive for the timeliness of the delivery. Insofar as acceptance is provided for by law or contractually agreed, the time of acceptance shall be decisive. The Contractor shall not be entitled to premature deliveries / services or partial deliveries / services without the prior consent of the Customer.

3. Partial deliveries and partial services are only permissible with the prior consent of the Customer. In the event of agreed partial deliveries, the remaining quantity shall be specified in the delivery documents.

4. If the Contractor recognises that it cannot fulfil its contractual obligations in whole or in part or cannot fulfil them in time, it shall inform the principal of this in writing without delay, stating the reasons and the expected duration of the delay, and shall take all necessary countermeasures at its own expense to prevent a delay and any damage caused by the delay. If the Contractor accepts a delayed (partial) delivery / (partial) service without reservation, this shall not constitute a waiver of rights with regard to the untimely (partial) delivery / (partial) service.

5. In the event of a delay in delivery, the Customer is entitled to demand a contractual penalty of 0.5% of the respective order value for each full week of the delay in delivery, up to a maximum of 5%. The contractual penalty shall be set off against the default damage to be compensated by the Customer. The right of the Customer to claim higher damages remains unaffected.

6. The Contractor may only assert a right of retention with regard to the products to be delivered if and to the extent that it is based on claims from the same contractual relationship that are undisputed, ready for a decision or legally established. Offsetting by the Contractor shall only be considered if the Contractor's claim is undisputed, ready for decision or legally established.

VII. Force majeure

1. Force majeure or other unforeseeable events, e.g. lawful strikes, natural disasters, riots, official measures, shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect. The Contractor shall be obliged to notify the Customer immediately of a case of force majeure and to provide all necessary information, in particular on the cause, expected duration, etc., as well as to adjust its obligations to the changed circumstances in good faith.

2. The Customer shall be released from the obligation to accept the ordered delivery in whole or in part and shall be entitled to withdraw from the contract to this extent if acceptance of the delivery is no longer reasonable for the Customer - taking into account economic aspects - due to the delays caused by force majeure. Any statutory rights of withdrawal of both contracting parties shall remain unaffected.

VIII. Sustainability, energy management system (DIN ISO 50001), safety

1. The Customer is guided by the guidelines for the German Responsible Care Programme of the VCI (German Chemical Industry Association) and the guidelines on sustainability for the chemical industry in Germany (CHEMIE3, see www.chemiehoch3.de). According to these, the safety and protection of people and the environment are of fundamental importance for all companies in the German chemical industry. The Customer expects the Contractor to comply with these guidelines. In addition, the Customer requests the Contractor to also encourage subcontractors and sub-subcontractors to comply with these guidelines. The Customer reserves the right to check the Contractor's compliance with the Guidelines or to have this checked by an appointed third party.

2. The Contractor is obliged to always offer a more energy-saving solution for the requested goods or services with every order, if such a solution exists and is available. The reason for this obligation is the DIN ISO 50001 certification of the Customer (energy management system according to ISO 50001) in order to achieve a continuous improvement of the energy-related performance ("energy performance").

3. The Contractor shall comply with the requirements for occupational safety and health and environmental protection specified in the Customer's order when performing the contract.

IX. Quality assurance

1. The Contractor shall implement and maintain effective quality assurance and provide evidence thereof to the Customer upon request. At the Customer's request, he shall introduce and apply a quality management system in accordance with ISO 9000 ff. or equivalent. The Customer is entitled to inspect this quality assurance system itself or through commissioned third parties.

2. Changes to the object of delivery or service require the prior written approval of the Customer.

3. If the Contractor violates the obligations mentioned in sections IX.1. and 2. not insignificantly, Customer is entitled to withdraw from the contract after prior warning.

4. The Customer shall have the right to inspect the Contractor's performance of the contract. For this purpose, the Customer shall be entitled to enter the Contractor's production plant during normal operating hours after prior notification and to inspect the facilities and equipment relevant for the performance of the contract. The parties shall each bear their own expenses arising from this.

5. The contractual or statutory rights of the Customer shall remain unaffected by such audits.

X. Dispatch, packaging, transfer of risk

1. Unless otherwise agreed, the delivery of goods shall be made DDP (Incoterms 2020) to the place of delivery. The delivery shall always be accompanied by the delivery note in duplicate, packing slips, cleaning certificates and test certificates in accordance with the agreed specifications and other required documents. In all shipping documents and - in the case of packaged goods - on the outer packaging, the order number, gross and net weight, number of packages and type of packaging (disposable / reusable), date of completion as well as place of delivery (unloading point) and consignee of the goods shall be listed, if known.

2. In the case of deliveries from third countries (imports), it must be noted in the shipping documents whether the goods have already been cleared through customs. In the case of goods that have not been cleared through customs, the Contractor shall submit the following documents to the Customer for customs clearance: Transit accompanying documents (e.g. T 1), freight documents, customs or commercial invoice, proof of preference such as Form A, EUR.1, A.TR., certificate of origin or certificate and, if applicable, other documents required for customs clearance. The Contractor shall ensure that the information for the customs pre-

declaration procedure is complete, correct and available in good time at the office obliged to submit the pre-declaration. In the case of duty-paid goods, the proof of customs clearance (e.g. ATC number, tax assessment number, etc.) must be noted in the shipping documents.

3. The Contractor is obliged to inform the Customer in detail and in writing about any licensing requirements for (re-)exports in accordance with the respective national export and customs regulations as well as the export and customs regulations of the country of origin of the goods and services.

4. The goods to be delivered shall be properly packed with the care of a prudent businessman in such a way that transport damage is avoided and shall be properly marked in accordance with the requirements of the Customer.

5. The Contractor shall, at Customer's request, collect or arrange for a third party to collect at the place of destination all outer packaging, transport packaging and sales packaging incurred.

6. The Contractor shall pack, label and ship hazardous products in accordance with the relevant national and international regulations. The Contractor shall fulfil all obligations incumbent on the supplier (within the meaning of Article 3 No. 32 EC Regulation 1907/2006/EC, hereinafter referred to as "REACH Regulation") in accordance with the REACH Regulation with regard to the delivery of the goods. In particular, he shall provide the Customer with a safety data sheet in accordance with Article 31 REACH Regulation in the language of the recipient country in all cases prescribed in Article 31 Nos. 1 to 3 REACH Regulation.

7. The Contractor shall be liable for damage incurred by the Customer as a result of the Contractor having packed the goods improperly or having labelled them contrary to the Customer's instructions, unless the Contractor is not responsible for this.

8. The Contractor shall bear the risk of accidental loss or accidental deterioration until the contractual goods, including the documents referred to in sections X.1. and 2., are actually handed over at the place of delivery. If delivery with installation / assembly / service has been agreed, the transfer of risk shall take place after proper execution of the installation / assembly / service and handover. If an acceptance is provided for by law or contractually agreed, the acceptance date shall be mutually determined upon written request of the Contractor. The result of the acceptance shall be recorded in an acceptance report. The transfer of risk shall not take place before confirmation of successful acceptance by the Customer in the acceptance protocol. Acceptance cannot take place in any other way, in particular not by means of tests, expert opinions, certificates or proof of work. The provision of § 640 para. 1 sentence 3 BGB remains unaffected. The payment of invoice amounts does not constitute acceptance in the legal sense.

XI. Origin of goods

1. The Contractor shall indicate the non-preferential origin of the goods (country of origin) in commercial documents and shall provide a certificate/certificate of origin on the origin of the goods at the request of the Customer.

2. The goods must fulfil the conditions of origin of the bilateral or multilateral preferential agreements or the unilateral conditions of origin of the Generalised System of Preferences for beneficiary countries (GSP), insofar as deliveries within the framework of these goods transactions are concerned.

XII. Import and export control

The Customer's performance of the contract is subject to the proviso that no national or international regulations, including export control regulations and embargoes, conflict with the Customer's import. The Contractor undertakes to provide information on request regarding export control classifications (e.g. export lists, ECCN) of the goods delivered by it and to take into account all relevant export control regulations (e.g. AWG). The delay due to import control inspections by the Customer shall suspend the running of all deadlines, in particular acceptance deadlines of the Customer. Any claims, including claims for damages due to exceeding the deadline due to proper inspection, are hereby excluded.

XIII. Quality of the contractual performance, notification of defects, claims based on defects, withdrawal, termination

1. The Contractor owes the freedom from defects of the deliveries and services, in particular the compliance with the agreed product or service specifications, as well as the existence of contractually guaranteed properties and features. The Contractor also warrants that the supplies and services comply with the state of the art and - if relevant - with the generally recognised state of the art in safety technology, occupational medicine and hygiene, are performed by qualified personnel and are in compliance with all relevant legal provisions. If machines, devices or plants are the subject of the delivery, they must comply with the requirements of the special safety regulations for machines, devices and plants applicable at the time of performance of the contract and have a valid CE marking.

2. The Contractor warrants that all substances contained in the goods have been effectively pre-registered, registered (or exempted from registration) and, where relevant, authorised in accordance with the relevant requirements of REACH for the uses notified by the Customer. If the goods are an article within the meaning of Article 7 of REACH, the preceding sentence applies in relation to substances released from those articles.

In addition, the Contractor shall inform the Customer without delay if a substance is contained in a component of an article in a concentration of more than 0.1 % by mass (W/W) which fulfils

the criteria of Articles 57 and 59 of the REACH Regulation (so-called substances of very high concern). This also applies to packaging products.

3. Insofar as defects in the deliveries and services are obvious, the Customer will give notice of these to the Contractor within seven (7) days of receipt of the goods at the place of delivery. The Customer shall notify the Contractor of other defects within ten (10) days of their discovery. The date of dispatch of the notice to the Contractor shall be decisive for compliance with the time limit. In this respect, the Contractor waives the objection of late notification of defects.

4. In the event of defects, the Customer shall be entitled to demand subsequent performance in accordance with the statutory provisions. For subsequent performance, the goods shall be made available to the Contractor at the place of delivery or at the place where the goods are located when the defect is discovered, at the discretion of the Customer. The Contractor shall bear the expenses necessary for subsequent performance. The Contractor shall be guided by the operational needs of the Customer in the handling of the supplementary performance. If the supplementary performance has not been carried out within the reasonable period of time set by the Customer, has failed or if the setting of a period of grace was dispensable, the Customer may assert the further statutory rights in the event of defects.

5. If the Contractor fails to fulfil its obligation of subsequent performance or fails to do so properly - without justifiably refusing subsequent performance - or if the Contractor seriously and finally refuses subsequent performance, if it fails or if there is a risk of loss of use or if the rectification of the defect cannot be postponed for other reasons, the Customer shall be entitled to rectify the defect itself or have it rectified by third parties at the Contractor's expense and risk and to demand reimbursement of the necessary expenses from the Contractor. In all other respects, the statutory provisions shall apply. Further rights of the Customer arising from liability for defects or guarantees shall remain unaffected.

6. Claims of the Customer based on defects shall become statute-barred thirty (30) months after the transfer of risk, unless a longer statutory period applies. A waiver of claims based on defects on the part of the Customer shall only be effective if it is expressly declared in writing.

7. If the Contractor repeatedly delivers defective goods despite setting a deadline or issuing a warning, the Customer is entitled to withdraw from the contract or to terminate a continuing obligation without notice for good cause.

XIV. Insurance, insurance for services

1. For the duration of the business relationship, the Contractor shall maintain, at its own expense, business liability insurance in an appropriate amount for damages that may be culpably caused by it or its vicarious agents in connection with the performance of the contract. The amount of cover is appropriate if it is at least five times the value of the products delivered.

2. If the Contractor provides services, he shall be obliged to take out liability insurance for the benefit of the Customer with an appropriate sum insured and to maintain it for the duration of the contract. The sum insured is adequate if it is at least five times the agreed or expected annual fee.

3. A copy of the insurance policy pursuant to sections XIV. 1. and 2. shall be provided to the Customer upon request. The scope and amount of the sum insured shall have no effect on the contractual and statutory claims of the Customer.

XV. Withdrawal, termination

1. Notwithstanding any statutory rights of rescission or termination, the Customer shall be entitled to rescind or terminate the contract if the financial circumstances of the Contractor deteriorate significantly and the fulfilment of a delivery or service obligation vis-à-vis the Customer is jeopardised as a result, in particular if the Contractor is not only temporarily insolvent or overindebted, the opening of insolvency proceedings against its assets is applied for or insolvency proceedings against its assets are opened or dismissed for lack of assets.

If the Customer withdraws or terminates on the basis of the provision in section XV.1. para. 1, the Contractor shall compensate the Customer for the resulting damage, unless the Contractor is not responsible for the occurrence of the right of withdrawal or termination.

2. In the event of a continuing obligation, both contracting parties shall be entitled to terminate the supply relationship at any time without stating reasons by giving twelve (12) months' notice to the end of the month. The termination of service contracts shall be governed by the statutory provisions.

3. If the Customer terminates a contract for good cause and if it cannot reasonably be expected to adhere to other existing contracts with the Contractor for the same good cause, the Customer may also terminate other contracts existing at the time of termination and not yet fulfilled in return for pro rata remuneration for the services already rendered. Beyond this, the Contractor shall no longer be entitled to any claims for damages, reimbursement of expenses or remuneration.

4. Further rights and claims, in particular the right to extraordinary termination for reasons other than those stated in this clause XV. shall not be affected by the provisions contained in this clause XV..

XVI. Duties on termination

1. If the Contractor has obtained documents, records, plans and drawings from the Customer within the framework of the contract or for the purpose of its execution, he shall hand these over to the Customer without delay in the event of termination. This shall apply accordingly in the event of withdrawal from the contract.

2. If the contract is terminated for any reason whatsoever, the Contractor shall immediately arrange for the dismantling and removal of its facilities, tools and equipment that it may have erected or stored at the Customer's premises for the performance of the contract, at its own expense. Any waste and construction debris caused by the Contractor's work shall also be removed immediately by the Contractor at its expense and disposed of properly.

If the Contractor does not fulfil these obligations or does not fulfil them completely, the Customer may, after the fruitless expiry of a reasonable period, carry out the work itself or commission a third party to carry it out and charge the costs incurred for this to the Contractor.

XVII. Documents, confidentiality, data protection, advertising

1. The Contractor shall hand over to the Customer the agreed number of plans, calculations or other documents in good time so that the contractual deadlines for execution can be met.

2. Models, samples, drawings, data, materials and other documents which the Customer provides to the Contractor (hereinafter referred to as "**Customer Documents**") shall remain the property of the Customer and shall be returned to the Customer without delay at any time upon the Customer's request. A right of retention of the Contractor to the Customer documents is excluded.

3. The Contractor shall treat the business and trade secrets disclosed to him within the framework of the contractual relationship, in particular the Customer's documents, as strictly confidential and use them only for the purposes necessary for the execution of the business relationship. He shall only disclose them to third parties with the prior written consent of the Customer. The Contractor shall inform his employees of this confidentiality obligation.

4. The Customer collects and stores the data of the Contractor necessary for the business transaction. When processing the Contractor's personal data, the Customer complies with the statutory provisions. Further details can be found in the Customer's data protection declaration, which is available at <https://www.haltermann-carless.com/de/>.

5. The Contractor may only advertise the business relationship of the parties with the prior written consent of the Customer. The Contractor is obliged not to use the Customer's company name or trademarks without prior written consent.

XVIII. Rights of use, industrial property rights

1. The Contractor shall grant the Customer the right of use and exploitation of all plans, drawings, graphics, calculations and other documents relating to the contract, which the Contractor has either produced himself or had produced by third parties (hereinafter referred to as "**Work Results**"), in all known forms of media, including electronic media, Internet and online media, on all image, sound and data carriers, without any restrictions in terms of space, content and time and which may be freely transferred. In particular, the Customer shall be entitled to exploit such Work Results in whole or in part, to reproduce them, to distribute them, to modify them, to develop them further and to have the aforementioned activities carried out by third parties. In addition, third parties may be granted the same full rights of use and exploitation of such Work Results, including any changes and further developments made in the meantime.

2. The right of use and exploitation shall also apply to the extent described above for types of use that are still unknown at the time the order is placed; in this respect, the statutory provisions shall apply.

3. In the case of the procurement of licences and results from intellectual performances, in particular studies, specifications, requirement and functional specifications, specific development and adaptation of software, the Customer shall furthermore receive an exclusive, irrevocable right to use the performance results at the Customer's and its affiliated companies' premises.

4. The Contractor guarantees that its contractual performance and its contractual use by the Customer do not infringe any industrial property rights of third parties. If claims are asserted against the Customer due to the infringement of such rights, the Contractor shall comprehensively indemnify the Customer against this, in particular bear the costs of legal defence.

XIX. Retention of and access to documents

During the statutory retention period, but for at least three years, beginning with the delivery or acceptance of the service, the Customer is entitled to inspect all documents related to the delivery or provision of the service during normal business hours. In doing so, he may also make copies or other transcripts of these documents. The Contractor shall support the Customer in the inspection process. The right of inspection is excluded if and to the extent that documents contain confidential data of the Contractor, such as internal calculations, agreements with or information about business partners and/or employees of the Contractor that is subject to confidentiality.

XX. Compliance, Code of Conduct for Business Partners, UN Global Compact and UK Modern Slavery Act 2015

1. The Contractor shall comply with all applicable laws, rules and regulations under the jurisdiction of any country in which it conducts business. This includes in particular compliance with laws and regulations on bribery and corruption, money laundering, international trade, competition and antitrust law, human trafficking, corporate governance, taxes and duties, data protection, financial disclosure, employee rights, environmental protection, sustainability and occupational health and safety. Furthermore, the Contractor is obliged not to commit any criminal offences (e.g. fraud or embezzlement, offences against competition, granting of advantages, acceptance of advantages, bribery, venality or comparable offences) in connection with the fulfilment of its contractual obligations towards the Customer.

2. The Contractor has taken note of the Code of Conduct for Business Partners of the Customer as amended from time to time (available at <https://www.haltermann-carless.com/de/lieferanten-und-kundeninformation>) and assures to have equivalent regulations in place.

3. The Contractor shall comply with the principles set out by the UN Global Compact initiative (available at <https://www.unglobalcompact.org/what-is-gc/mission/principles>).

4. The Contractor warrants that in all its operations it will respect human rights in accordance with the United Nations Charter, in particular that there will be no forced labour or child labour in any form and that there will be no discrimination on the grounds of race or ethnic origin, gender, religion or belief, disability, age or sexual identity and trade union membership.

5. Furthermore, the Contractor commits to comply with the provisions of the UK Modern Slavery Act 2015, in particular to create more transparency in the supply chains and to expose all forms of slavery and human trafficking.

6. In the event of a breach by the Contractor of its obligations pursuant to sections XX. 1. to 5., the Customer shall have a right of rescission or a right of extraordinary termination of all existing contracts with the Contractor for good cause. Furthermore, the Customer is entitled to terminate ongoing contractual negotiations with the Contractor without prior notice.

XXI. Minimum wage, freelance workers, temporary work

1. The Contractor guarantees that he as well as subcontractors used by him and their subcontractors pay the legally prescribed minimum wage.

2. If the Contractor uses freelancers to provide the service, he shall guarantee their independence and shall assure that he has installed suitable processes to ensure the independence of the freelancers. Should the Customer incur any claims due to non-compliance with labour, social security and tax regulations, the Contractor shall indemnify the Customer against these claims.

3. In the case of hiring out employees, the Contractor must be in possession of a valid permit for hiring out employees, if this is required in the respective commissioning country.

XXII. Residence and work permit of foreign employees of the contractor

1. The Contractor shall be obliged to employ foreign employees who perform services in fulfilment of a contract of the Contractor with the Customer (hereinafter referred to as "Foreign Employees") only if they have the residence and work permit required for the performance of their activities in accordance with the statutory provisions.

2. At the request of the Customer, the Contractor shall provide evidence of the residence and work permits of the Foreign Employees in compliance with the provisions of data protection law.

3. If it turns out that the residence or work permit of a Foreign Employee does not exist or no longer exists, the Contractor shall release the Foreign Employee concerned from his activity for the Customer; the Contractor's obligations towards the Customer shall not be affected by this.

4. In the event of a breach by the Contractor of its obligations pursuant to sections XXII. 1. to 3., the Customer shall be entitled to a right of rescission or a right of extraordinary termination of all existing contracts with the Contractor for good cause.

XXIII. Transfer of rights and obligations, other changes

1. Rights and obligations arising from contracts between the parties may only be transferred by the Contractor to third parties with the prior written consent of the Customer.

2. The Customer may at any time transfer rights and obligations arising from contracts between the parties to companies affiliated with it.

3. The Contractor shall immediately inform the Customer of any legal transfer of the contract as well as any change of his company.

XXIV. Choice of law, place of jurisdiction, priority of German version

1. The law of the Federal Republic of Germany applicable to the legal relationships of domestic contractual partners shall apply without exception; the application of the UN Convention on Contracts for the International Sale of Goods of 11.4.1980 as well as the German conflict of laws are excluded.

2. The exclusive place of jurisdiction shall be Frankfurt am Main. However, the Customer is also entitled to sue the Contractor at any other statutory place of jurisdiction that is competent according to the applicable general statutory provisions. Statutory regulations on exclusive jurisdiction remain unaffected.

3. Should individual provisions of this contract or parts thereof be or become invalid or unenforceable, this shall not affect the validity of the rest of the contract between the parties. The parties undertake to replace the invalid or unenforceable provision with a provision that corresponds as closely as possible to the economic meaning of the invalid or unenforceable provision.

4. These GTC exist in both a German and an English version. In the event of any ambiguity between the two versions, the German version shall prevail.

Status: February 2021