

General Purchase Conditions

1 General

Our General Purchase Conditions apply globally and exclusively; we do not recognise terms and conditions of the supplier that contradict or differ from our Terms and Conditions of Purchase unless we have consented to them expressly in writing. Our Terms and Conditions of Purchase are also applicable if we accept the supplier's delivery without reservation with foreknowledge of contradicting or differing terms and conditions of the supplier. Any agreements concluded between ourselves and the supplier for the purpose of executing this contract shall be set down in writing in this contract. Our Terms and Conditions are applicable to traders in terms of § 310 BGB.

- 1.1 Our Terms and Conditions shall also be applicable to future transactions with the supplier.
- 1.2 All correspondence shall include our order number, the material number, and the purchaser; if these are left out, we shall not be responsible for delays in processing.

2 Offers and Orders

- 2.1 We generally request a free and binding offer in our enquiries. We do not guarantee any remuneration for visits or development of offers and projects unless our Purchasing Department has expressly confirmed as much in written beforehand.
- 2.2 The supplier shall accept our order within five business days. After this deadline we shall no longer be bound to our order.
- 2.3 Only orders submitted in written form shall be legally binding. Orders placed orally or by telephone require subsequent confirmation in written form by the Purchasing Department. The same is applicable to oral side agreements and contract amendments.
- 2.4 We may request changes to the delivery items or agreed services after conclusion of the contract in so far as reasonable for the supplier. For contract amendments, the effects of both shall be negotiated appropriately, especially with regard to additional or reduced costs and delivery dates.
- 2.5 We retain the titles and copyrights to images, drawings, calculations, and other documents; third parties may not be granted access to them without our express written consent. They are to be used exclusively for manufacturing to our order; after the order is completed, they must be returned to us unprompted. They shall be kept confidential from third parties; the provision of Section 8.4 of these Terms and Conditions shall be applicable.

3 Prices – Terms of Payment

- 3.1 The price listed in the order shall be binding. In the absence of a written agreement to the contrary, the price shall include delivery „to our door,“ including packaging.
- 3.2 The supplier is obliged to take back packaging free of charge.
- 3.3 The supplier undertakes, in particular but not limited to dangerous goods and hazardous goods, to comply with the relevant provisions concerning packaging, hazard marking and labelling of the goods.
- 3.4 The supplier shall indicate and continuously update the origin of the goods, the customs tariff number and, if applicable, the dangerous goods designation of the delivered items; he shall be liable for this information. AKEMI shall be notified in writing of any changes.
- 3.5 The price shall include VAT. It must be listed separately in all invoices.
- 3.6 If no prices are stated in the order, your current list prices shall be applicable with the customary discounts and rebates. These must then be submitted with the order confirmation for approval. The negotiated prices are fixed prices and exclude additional charges of any kind.
- 3.7 A single copy of the invoice with all attendant documents and data shall be submitted to us separately after completed delivery/provision of services by separate post and separate of the delivery in question. Every invoice should have proof of delivery attached. If this would require considerable effort, proof of delivery must at least be able to be sent to us upon our request.
- 3.8 We can only process invoices if these include the order number in accordance with the provisions of our order; the supplier shall be answerable for all costs incurred due to non-adherence to this obligation unless he proves that he is not responsible for them.
- 3.9 Unless agreed otherwise in written form, we shall pay the purchase price with a 2% discount within 14 days, calculated from receipt of the delivery and invoice, or net within 30 days of receipt of the invoice.
- 3.10 The supplier is not authorised to transfer the order or significant portions of the order to third parties without our prior written consent.
- 3.11 We are entitled to rights of set-off and retention to the legally stipulated extent.
- 3.12 In case of advance payment, you shall provide an appropriate security upon our request in the form of an unlimited, directly enforceable suretyship of a major German bank payable upon first request.
- 3.13 Claims against us may only be transferred to third parties with our consent. Offsetting is only permitted with our prior written consent.

4 Delivery

- 4.1 The materials supplied shall comply with the specification on which the offer is based.
- 4.2 The delivery time stated in the order is binding.
- 4.3 The supplier agrees to inform us immediately in writing if circumstances occur or become known to him which make it impossible to adhere to the stipulated delivery time. He shall report the reasons and prospective duration of the delay.
- 4.4 In case of delayed delivery, the supplier shall pay a contract penalty of 0.2% of the order value per calendar day of delay, up to a maximum of 5% of the total order value, in addition to the performance of his contractual obligations. This does not require any special event or provision to go into effect. § 341 (3) BGB is excluded.
After the agreed delivery date has passed, we are entitled to withdraw from the contract and/or request damages instead of the delivery as we choose after a reasonable period, unless this is unnecessary due to § 323 (2) BGB. All other legal rights remain reserved. The assertion of damages due to delay remains reserved.
- 4.5 The goods shall be delivered to the delivery address provided by us. If no clear delivery address is given, the supplier shall request one from us.

- 4.6 If the delivery is sent to an address other than the delivery address provided by us, we reserve the right to request transportation to the agreed delivery address within one month. Alternatively, we are entitled to carry out the transportation ourselves without further notice and charge the supplier a flat rate of 250.00 EUR for it.

5 Transfer of Risk – Warranty

- 5.1 The delivery shall be to our door unless agreed otherwise in written form.
- 5.2 The goods shall be packaged so as to avoid damage during transport. Packaging materials shall only be used to the extent required to achieve this purpose. Only environmentally friendly packaging materials may be used.
- 5.3 We agree to inspect the goods for possible deviations in quality or quantity within a reasonable time. A notice of defects shall be in sufficient time if received by the supplier within five business days, calculated from the receipt of the goods, or in the case of hidden defects, calculated from the discovery of the defects.
- 5.4 We are entitled to legal warranty claims in full; irrespective of this, we are entitled to request removal of the defects or a replacement of the delivery from the supplier as we choose.
- 5.5 In this case, the supplier agrees to assume all expenses necessary to remove the defects or replace the delivery. If the defects are not removed or the delivery not replaced within 10 business days, we are entitled to send back the invoice. The supplier shall then issue a new invoice after a new delivery. The right to damages, especially damages due to non-performance, remains expressly reserved.
- 5.6 The warranty period shall be 24 months, calculated from the transfer of risk; for re-sale, it shall be 24 months after delivery of the items to our customers. Our rights based on § 478 and § 479 BGB remain unaffected.

6 Product Liability – Indemnity - Indemnity Insurance

- 6.1 If the supplier is responsible for product damages, he agrees to indemnify us from third party claims for damages upon first request if the cause of damages lies in his domain and sphere of organisation and he is himself liable in relation to third parties.
- 6.2 In cases of liability for damages in terms of Section 6.1 of these Terms and Conditions, the supplier also agrees to reimburse expenses pursuant to §§ 683, 670 BGB and §§ 830, 840, 426 BGB arising due to or in connection with a recall carried out by us. We will - where possible and reasonable - inform the supplier and give him the opportunity to make representations. Other legal claims remain unaffected.
- 6.3 The supplier agrees to maintain product liability insurance with a limit of liability of 5 million Euros per event of personal injury/property damage - lump sum; if we are entitled to further claims for damages, these shall remain unaffected.

7 Regulation No. 1907/2006 (REACH)

- 7.1 REACH - The contractor commits to comply with the provisions of the European Parliament and the Council concerning the registration, evaluation, authorisation and restriction of chemicals (REACH). If the material or any substance contained in the material falls under REACH Regulation, the contractor confirms that the material and/or the substance contained therein has been or will be registered in due time for the use specified by AKEMI GmbH and to the extent required by REACH. The contractor shall consult AKEMI GmbH from time to time in order to ensure adequate registration upon purchase by AKEMI. If the material or any of the substances contained therein require approval, the supplier shall make its best efforts to obtain this approval in sufficient time.
- 7.2 The contractor permanently indemnifies AKEMI GmbH against losses, liability, claims, legal actions, legal measures, claims for damages, costs, and expenditures of any kind resulting from the fact that the contractor did not fulfil the aforementioned obligations required by the REACH Regulation.
- 7.3 The contractor shall keep AKEMI GmbH informed of the status of the registration, evaluation, and authorisation procedure, provide AKEMI GmbH with all documents verifying the registration procedure of which AKEMI GmbH has reasonable need, and immediately notify AKEMI GmbH of every relevant development in this regard (e.g. if the material or the substance contained therein (prospectively) falls under the authorisation or restriction provisions of the REACH Regulation). The contractor shall immediately notify AKEMI GmbH if a component of the product making up a percentage of more than 0.1% is listed in the „Registry of Intentions of Annex SV dossiers“ or the SVHC Candidate List for Substances of Very High Concern, authorisation required (Annex XIV). The contractor shall inform AKEMI GmbH in detail about every petition for authorisation, alternative substances he is aware of, and contingency plans in case there are suitable alternatives.

8 Sustainability

- 8.1 The AKEMI Code of Conduct for Suppliers is an active part of these General Purchase Conditions and the contractor undertakes to comply with the AKEMI Code of Conduct for Suppliers. The current version can be found at www.akemi.de/en/company/compliance.

9 Trade Mark Rights

- 9.1 The supplier vouches that no third party rights are violated in connection with his delivery inside or outside the Federal Republic of Germany.
In a legal dispute between the parties, the German version of the contract shall be taken as the basis.
- 9.2 If a third party asserts claims against us, the supplier shall indemnify us against these claims upon first written request; we are entitled to come to agreements of any kind with the third party, especially to come to a settlement, without requiring the supplier's consent.
- 9.3 The supplier's duty to indemnify applies to uses that necessarily arise for us due to or in connection with a claim by a third party.
- 9.4 The supplier agrees not to transfer the data obtained in the course of the business relationship to unauthorised third parties and to protect and preserve the data from access or misuse by unauthorised persons.

General Terms and Conditions of Purchase

10 Retention of Title - Provision of Tools - Confidentiality

- 10.1 If we provide tools to the supplier, we shall retain the title to them. Processing or conversion by the supplier will be carried out on our behalf. If our goods subject to retention of title are processed together with other objects that do not belong to us, we shall acquire joint ownership of the new object in the proportion of the value of our object (purchase price plus VAT) to the value of the other processed objects at the time of processing.
- 10.2 If the item provided by us is inseparably combined with other objects that do not belong to us, we shall acquire joint ownership to the new item in the proportion of the value of the good subject to retention of title (purchase price plus VAT) to the other objects combined with it at the time of combination. If the combination is carried out in a manner such that the supplier's object should be seen as the primary object, it shall be agreed that the supplier shall transfer proportional joint ownership to us: the supplier shall store the object of sole ownership or joint ownership for us.
- 10.3 We retain the title to tools; the supplier shall use the tools exclusively for the production of the goods ordered by us. The supplier shall insure the tools provided by us at replacement value against damages due to fire, water, and theft at his own cost. At the same time, the supplier transfers to us all claims for compensation from this insurance policy effective immediately; we hereby accept the transfer. The supplier shall carry out any necessary maintenance, repair, or inspection tasks for our tools at own cost in sufficient time. He shall immediately notify us of any malfunctions; if he culpably fails to do so, our claims for compensation shall remain unaffected.
- 10.4 The supplier agrees to maintain strict confidentiality regarding all images, drawings, calculations, and other documents and information. They may only be made accessible to third parties with our express consent. This duty to maintain confidentiality shall apply after the completion of this contract

as well; it shall expire when and if the manufacturing knowledge contained in the transferred images, drawings, calculations, and other documents has become public knowledge.

- 10.5 If the security interest to which we are entitled pursuant to Section 8.1 and/or Section 8.2 of these Terms and Conditions does not exceed the purchase price of our as yet unremunerated goods subject to retention of title by more than 20%, we agree to release the security interests as we choose at the supplier's request.

11 Severability Clause

- 11.1 Should individual provisions of these GPC be or become void, the remaining provisions shall remain valid.

12 Place of Jurisdiction - Applicable Law – Place of Fulfilment

- 12.1 If the supplier is a registered trader, our registered office shall be the place of jurisdiction; we are, however, entitled to file an action against the supplier at his court of jurisdiction as well.
- 12.2 These Terms and Conditions and all legal relationships between the supplier and ourselves shall be subject to the laws of the Federal Republic of Germany. Should individual clauses of this contract be ineffective, the other clauses shall remain binding; an ineffective clause shall be replaced by an effective one.
- 12.3 Unless stated otherwise in the order, the place of fulfilment shall be our registered office.