

## General terms and conditions of purchase

### 5.1 Validity

- (1) These Terms and Conditions of Purchase shall apply exclusively to all our orders. Our Terms and Conditions of Purchase shall also apply if we accept delivery or make payments without reservation, even when knowing of Supplier Terms and conditions that conflict with or deviate from our Terms and Conditions of Purchase.
- (2) Deviations from these Terms and Conditions of Purchase and their execution shall only be effective if they have been confirmed in writing by our Purchasing Department. Confirmed deviations shall apply in each case to the specific individual case without effect in the future. Information transmitted by fax, EDI, or e-Mail shall be deemed equivalent to the written form.
- (3) These Terms and Conditions of Purchase replace all previous Terms and Conditions of Purchase. The Terms and Conditions of Purchase shall also apply to all future transactions with us, without having to refer to them again in each individual case.
- (4) Individual written agreements approved with the Supplier in individual cases, for example framework agreements, quality assurance agreements, condition agreements and other written ancillary agreements, supplements and amendments thereto, shall in any case take precedence over these General Terms and Conditions of Purchase.
- (5) These Terms and Conditions of Purchase shall only apply vis-à-vis entrepreneurs pursuant to Section 310 (4) of the German Civil Code (BGB) and in favor of all companies affiliated with us (hereinafter referred to as "we" or "Pfennig Reinigungstechnik GmbH").

### 5.2 Purchase orders / condition agreements

- (1) Only written purchase orders are binding. The same applies to other legally relevant declarations and notifications made before or after conclusion of the contract. Notwithstanding any deviating offers, contracts shall be valid exclusively on the basis of the orders of Pfennig Reinigungstechnik GmbH in conjunction with these Terms and Conditions of Purchase. If we have concluded a condition agreement with the Supplier, the terms and conditions set out in the condition agreement (including purchase prices, conditions, and delivery periods, etc.) shall apply to the orders; the condition agreement in force at the time of the order shall be decisive. If the order has different terms or conditions for delivery, the terms and conditions of the condition agreement shall prevail in case of doubt, unless we expressly agree otherwise with the Supplier in writing.
- (2) We expect a written order confirmation for each order by e-mail within a period of three (3) working days with reference to the order (order number or similar). The order confirmation must be sent electronically to einkauf@pfennig-reinigungstechnik.de.
- (3) The Supplier must point out obvious errors (e.g., spelling or calculation errors) or incompleteness of the order to us, including the order documents, for the purpose of correction or completion before acceptance, insofar as this is recognizable for them; otherwise the contract is deemed not to have been concluded. For Supplier offers, all deviations from specifications from inquiries of Pfennig Reinigungstechnik GmbH with regard to quantities and quality shall be clearly marked. Our orders can only be accepted immediately, or within seven (7) calendar days from the date of the order at the latest, by written confirmation or by unconditional dispatch of the goods. Acceptance is understood to be without reservation. Pfennig Reinigungstechnik GmbH may withdraw from the order in whole or in part, even after it has been placed. In this case, Pfennig Reinigungstechnik GmbH shall compensate the Supplier for the expenses incurred up to that point due to the order, whereby Pfennig Reinigungstechnik GmbH shall have the right to accept any goods or production output resulting from this expense.
- (4) Information transmitted by fax, E-Mail or EDI (Electronic Data Interchange) shall be deemed equivalent to the written form.
- (5) We reserve all property rights, copyrights, rights of use, exploitation, and any other industrial property rights for all order documents (in particular drawings, illustrations, plans, calculations, performance specifications and calculations, product descriptions and other documents). These order documents are to be used exclusively for the contractual performance and may not be made accessible to third parties without our express prior written consent. They are subject to secrecy within the meaning of item 16. The order documents shall be returned to us without being requested, as soon as they are no longer required for the execution of the order. Without our prior written consent, the Supplier shall not be entitled to change or modify services, in particular products (including their raw materials, components, composition) or processes, or to have them performed by third parties (e.g., subcontractors). The same applies to the change of agreed specifications, analysis methods, or the change of sub-suppliers.
- (6) Quotations and cost estimates are binding for at least five (5) weeks from receipt by Pfennig Reinigungstechnik GmbH. These, as well as any test certificates, are free of charge for Pfennig Reinigungstechnik GmbH.

### 5.3 Prices / Terms of payment

- (1) The fixed price stated in the order of Pfennig Reinigungstechnik GmbH is binding. Unless otherwise agreed, the prices stated in the order are fixed prices "DDP - respective delivery address" ("Delivered Duty Paid") in accordance with INCOTERMS 2010. They are binding and are net prices, without statutory value added tax. The latter must always be shown separately.
- (2) Incidental costs (e.g., proper packaging, transport costs including any transport and liability insurance), taxes, customs duties and other charges - with the exception of VAT - shall be borne by the Supplier. Exceptions to this can be regulated in individual contracts with the Supplier. The Supplier shall take back packaging material at our request and at his own expense.
- (3) If additional import taxes or duties (e.g., penalty duties due to dumping, etc.) are levied on the products to be delivered, we shall have the right to withdraw from the contract - notwithstanding the cost bearing provision in paragraph 2.
- (4) Invoices shall be issued in duplicate for each order separately and shall state the order number, the order reference, and the order date after complete delivery or, if acceptance should be required, after acceptance. If a component is missing, Pfennig Reinigungstechnik GmbH shall be entitled to reject the invoice. The value added tax shall be shown separately on the invoice in accordance with tax regulations. The Supplier shall be responsible for all consequences arising from non-compliance with this obligation, unless he proves that he is not responsible for them. Pfennig Reinigungstechnik GmbH shall withhold payments until an invoice corresponding to the requirements of Pfennig Reinigungstechnik GmbH as well as the associated delivery papers have been sent, whereby Pfennig Reinigungstechnik GmbH shall not be in default for such time. Delivery papers shall also include all specifications from the Technical Ordering and Delivery Instructions of Pfennig Reinigungstechnik GmbH, such as factory test certificates. The delivery of the complete documentation, including spare parts documentation, is part of the order. Payment periods shall commence at the earliest after receipt of the associated delivery, including all required documents (including freight documents, delivery bills, certificates of origin, Supplier declarations, etc.) or receipt of an invoice corresponding to the requirements of Pfennig Reinigungstechnik GmbH.

After receipt of the deliveries, our payments shall be made with a 4% discount (on the net amount) within 15 days after correct receipt of the invoice and complete delivery or acceptance, or within 30 days after receipt of the invoice and complete performance or acceptance without deduction unless otherwise agreed. The date of receipt of the transfer order by our bank shall be deemed to be the date of observance of the deadline. Payments shall be made in each case subject to the result of the inspection of goods and quantities at Pfennig Reinigungstechnik GmbH. A payment prior to the expiry of the inspection and complaint periods specified in item 7 does not mean that Pfennig Reinigungstechnik GmbH has inspected goods or quantities delivered by the Supplier, has waived the complaint of quality or quantity deviations or has approved the delivery. Amounts overpaid due to identified quality or quantity deviations shall be reimbursed by the Supplier. Therefore, the payment does not imply any statement about the quality of the delivery, nor does it limit our rights.

- (5) We do not owe any interest on arrears. The Supplier's claim to payment of interest on arrears shall remain unaffected. In the event of default on payment, however, we shall only be liable to the amount of the statutory default interest. A due date can never arise before delivery to us and receipt of the invoice.
- (6) We shall be entitled to rights of set-off and retention to the extent provided by law. The Supplier shall only be entitled to offset and to assert a right of retention insofar as his counterclaim used for this purpose is undisputed, ready for a decision, or legally established.

### 5.4 Delivery time

- (1) The delivery times or delivery dates specified in the order, or any condition agreement, are binding. Decisive for compliance with the delivery dates is the receipt of the goods at Pfennig Reinigungstechnik GmbH, or the receiving point determined by Pfennig Reinigungstechnik GmbH. If a delivery period is specified in the order or in any condition agreement, this period shall commence on the date of receipt of the order. If no delivery period has been agreed, the Supplier shall deliver as soon as possible. A concretization of the delivery date shall be realized by both parties within one (1) week after the order date at the latest. The target date shall be no longer than four (4) weeks from the date of receipt of the order. The delivery date is the date of arrival of the delivery at the destination specified by us.
- (2) The Supplier shall be in default, without a reminder being required, if they fail to deliver or perform, in whole or in part, by the agreed delivery date or, at the latest, upon expiry of the agreed delivery period. If it becomes apparent that delivery times or dates - for whatever reason - cannot be met, the Supplier must contact us immediately.
- (3) If the Supplier does not perform, or does not perform within the agreed delivery time, or if the Supplier is in default, our rights - in particular to rescission and damages - shall be determined in accordance with the statutory provisions, subject to the provision in paragraph (4). We do not accept limitations of liability. The acceptance of delayed deliveries shall not constitute a waiver of the rights to which we are entitled by law.
- (4) Deliveries shall be made on weekdays (Monday to Friday) during normal business hours. The signing of the delivery bill or the actual acceptance of the delivered goods do not include any statements as to whether the delivery is in accordance with the specifications. In case of over-deliveries or if the delivery is made too early, Pfennig Reinigungstechnik GmbH reserves the right to refuse acceptance of the delivery at the expense of the Supplier, or to value the associated invoice on the basis of the quantities required by Pfennig Reinigungstechnik GmbH. The weights, numbers of items and dimensions determined in the incoming goods inspection at Pfennig Reinigungstechnik GmbH shall be decisive for Pfennig Reinigungstechnik GmbH when settling the invoice.
- (5) If we or, in the case of drop shipments, our customers, are unable to take delivery due to force majeure, which also includes strikes, lockouts and transport disruptions and operational disruptions in our area for which we are not responsible, we shall be released from our obligation to take delivery for this period. Claims of the Supplier for consideration and damages are excluded in these cases.

### 5.5 Partial delivery, shipment, transfer of risk, retention of title by the Supplier

- (1) Partial deliveries or partial services require our consent.
- (2) Deliveries shall be made "DDP - respective delivery address" in accordance with INCOTERMS 2010. A dispatch note shall be sent to us at the latest when the goods are dispatched.
- (3) The risk shall only pass upon transfer of the goods at the destination specified in the order. In cases where acceptance is provided for by law or contract, the risk shall only pass to us upon acceptance.

- (4) The transfer of ownership of the goods to us shall be unconditional, as well as free of third-party rights, and without regard to the payment of the purchase price. In any case, all forms of extended or prolonged retention of title are excluded, so that any retention of title effectively declared by the Supplier shall only apply until payment of the goods respectively delivered to us and only for these.

### 5.6 Quality / Documentation / Spare parts

- (1) The deliveries shall comply with the statutory provisions applicable at the time of delivery, the highest and latest state of the art (as a minimum, in particular the technical rules DIN, VDE, VDI, DVGW), as well as the relevant environmental regulations in particular, and shall comply with the agreed specifications, as well as have the generally expected properties and be suitable for any intended use specified by Pfennig Reinigungstechnik GmbH. In particular, the Supplier shall comply with any relevant safety regulations (e.g. product safety law, CE directives, etc.). Unless already required by law, the Supplier undertakes to provide evidence of compliance with the above points at our request by submitting documents accordingly. Materials and equipment to be included in the goods supplied by the Supplier must be new. In particular, the Supplier assumes Pfennig Reinigungstechnik GmbH with regard to each delivery and service that they comply with all specified or applicable data and requirements which are applicable or have been agreed upon. Furthermore, the Supplier assures that all deliveries and services are in perfect working order, and that the documentation or description is complete and free of defects. In addition, the Supplier assures that he transfers the complete unimpaired ownership of the delivered goods to Pfennig Reinigungstechnik GmbH, and that other services are also free from defects of title.
- (2) The Supplier warrants that its deliveries comply with the provisions of Regulation No. 1907/2006 on the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH Regulation), in particular the obligations set out below. This shall also apply if the Supplier is not located in the EU; the Supplier shall then ensure that the deliveries comply with the provisions of the REACH Regulation as amended from time to time. If the Supplier is a manufacturer not established in the EU, the Supplier undertakes to appoint a natural or legal person established in the EU to act as its sole representative to fulfill the obligations for importers (see Art. 8 REACH Regulation). In the event of a change of the sole representative or discontinuation of the activity of the same, the Supplier shall inform us without delay; in any case, the Supplier shall appoint a new sole representative without undue delay. The substances contained in the delivered goods are, to the extent required under the provisions of the REACH Regulation, pre-registered or registered. The Supplier shall comply with all obligations applicable under the REACH Regulation, in particular providing all necessary safety data sheets and information pursuant to Art. 31 et seq. REACH Regulation without being requested to do so. The Supplier warrants that the delivered goods do not contain any substances of very high concern (SVHC) within the meaning of Art. 57 REACH Regulation and do not contain any substances on the currently valid list of substances eligible for inclusion in Annex XIV (so-called candidate list) pursuant to Art. 59 REACH Regulation. They shall inform us immediately and without request in writing, stating the concentration in mass percent, if a delivered good - for whatever reason - contains such substances. This applies in particular in the event of an extension / addition to the candidate list.
- (3) The Supplier further undertakes that the products delivered by them comply with all requirements of Regulation (EC) No. 1272/2008 (CLP Regulation). In particular, the non-EU Suppliers vouch for the fact that their sole representative has carried out the notification to the Classification and Labeling Inventory in accordance with Art. 39-42 CLP Regulation for the products supplied.
- (4) The Supplier shall ensure that electrical and electronic equipment within the meaning of the Electrical and Electronic Equipment Act and/or Directives 2011/65/EU (RoHS) and 2002/96/EC comply with the requirements of Directive 2011/65/EU (RoHS), Directive 2002/96/EC and the laws, regulations and other provisions issued for their implementation, in particular the Electrical and Electronic Equipment Act.
- (5) As far as relevant, the Supplier shall also comply with all safety and health requirements in the design, construction, placing on the market, and delivery of machines and equipment in accordance with the respective valid, current version of the EU Machinery Directive 2006/42/EC and the national statutory provisions derived therefrom. To this end, the Supplier undertakes in particular, but not conclusively, to comply with the provisions of the applicable Product Safety Act (ProdSG), as well as the legal ordinances relating to the Product Safety Act. The Supplier undertakes to comply with the respective statutory regulations on the treatment of employees, environmental protection, and occupational safety, and to work to reduce adverse effects on people and the environment in its activities. The Supplier undertakes to be guided by the relevant ISO standards (in particular ISO 9001 as well as ISO 14001) in the performance of its business activities. If hazardous substances within the meaning of the Ordinance on Hazardous Substances (GeStoffV) or products, during the use of which the release of such substances cannot be ruled out, are supplied, the Supplier shall provide us or our service provider, without being requested to do so, with the data required for the preparation of written operating instructions (§ 14 GeStoffV). The Supplier shall be solely responsible for compliance with and application of any applicable regulations on dangerous goods, in particular, but not conclusively, the German Dangerous Goods Transport Act (GGBeFg), the Dangerous Goods Regulations for Road, Rail and Inland Navigation (GGVSEB) and the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), as well as the IATA air freight regulations. The Supplier shall inform Pfennig Reinigungstechnik GmbH of any dangers in writing in good time.
- (6) The Supplier shall establish and maintain a documented quality assurance system which is suitable in terms of type and scope, and which corresponds to the state of the art. The Supplier is, for example, the holder of an ISO 9001 certification to be renewed regularly. He shall keep records, in particular of quality inspections, and make them available to us without delay upon request. We may require the Supplier to conclude and observe our quality assurance agreement in addition thereto.
- (7) In the event that the Supplier violates any of the aforementioned obligations, we shall be entitled to withdraw from the respective delivery contract and to refuse acceptance of the corresponding delivery. The costs incurred by the withdrawal shall be borne by the Supplier. Any existing claims for damages shall remain unaffected by this.
- (8) The Supplier shall ensure the traceability of the delivered products at all times. To this end, the Supplier shall ensure by marking the products or, if such is impossible or impractical, by other suitable measures, that it can immediately be determined which other products may be affected if a defect occurs in products.
- (9) The Supplier is obliged to keep spare and wear parts in stock for a period corresponding to the usual life cycle of the delivered product. They shall inform us with a notice period of at least 6 months that they intend to discontinue production. At the same time, they shall grant Pfennig Reinigungstechnik GmbH a right of first refusal of his remaining stock in the amount of one year's requirement of Pfennig Reinigungstechnik GmbH.
- (10) The Supplier shall ensure that test marks (in particular "CS - Gefährliche Sicherheit" and "VDE") are only affixed to products or used in any other way if effective permission to use the test mark for the product has been granted by the responsible recognized testing body. If there is no such permission, or if it is later revoked or cancelled in any other way or becomes ineffective, the Supplier shall inform us of this immediately. Should third parties assert claims against us due to incorrect use of test marks on the contractual products, the Supplier shall be obliged to indemnify us against such claims. The indemnification obligation shall apply to the Supplier upon our first request.

### 5.7 Notice of Defects / Liability for Defects / Warranty / Liability

- (1) We shall be obliged to inspect the delivery for any defects within a reasonable period of time. The obligation to inspect shall be limited to defects which become apparent during the incoming goods inspection under external examination including the delivery documents, as well as during the quality control in the random sampling procedure (e.g. transport damage, wrong or short deliveries). The notice of defect shall be deemed timely if it is sent within ten (10) working days (Monday to Friday), calculated from the date of receipt of the goods or, in the case of hidden defects, from the date of discovery (whereby we shall only be liable to provide evidence of timely dispatch). Any further obligation to receive goods and to give notice of defects is otherwise excluded.
- (2) Due to our extensive and varied range of services, it is not possible, in the ordinary course of business, to investigate all complaints from our customers with an economically justifiable effort for the existence of defects for which the Supplier is responsible. Only if a significant accumulation occurs with regard to the defect description and in this respect individual cases can no longer be assumed, a serial defect exists or immediately, if safety-relevant defects occur, we are obliged to investigate these complaints by means of a detailed inspection; an investigation carried out in this way and, in the case of defects found, the corresponding notification to the Supplier are deemed to be immediate.
- (3) We shall not be obliged to carry out any further checks and notifications vis-à-vis the Supplier other than those mentioned above. Furthermore, the Supplier shall always carry out a proper outgoing goods inspection, in particular where it is quality certified.
- (4) Pfennig Reinigungstechnik GmbH shall be entitled to the statutory claims for defects in full. In addition to the statutory provisions, the following supplements shall apply to our rights in the event of material defects or defects of title, and in the event of other breaches of duty by the Supplier:
  - a) In the event of defective deliveries, we shall be entitled to demand, at our discretion, rectification of the defect (removal of the defect) or replacement delivery (delivery of a defect-free item). If the Supplier fails to comply with this obligation within a reasonable period of time set by us, we shall be entitled to remedy the defect ourselves and to demand reimbursement of the expenses required for this purpose or a corresponding advance payment from the Supplier. If the rectification or replacement delivery has failed or is unreasonable for us (e.g., due to particular urgency, etc.), no deadline need be set. However, we will always inform you.
  - b) Zu ersetzen Costs for the advertising of the Supplier's products shall also be reimbursed insofar as they have become futile due to the Supplier's products not being delivered, or not being delivered on time, or not being delivered free of defects.
  - c) In deviation from § 442 para. 1 sentence 2 of the German Civil Code (BGB), we shall also be entitled to unlimited claims for defects if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.
  - d) The limitation period for claims for defects is (three) 3 years, calculated from delivery, unless the law provides for a longer period. In cases where acceptance is provided for by law or contract, the period shall commence upon acceptance.
- (5) Costs in connection with a justified notice of defect, such as sorting, reworking, scrapping, transport, labor or travel, general administration and handling, installation and removal costs or similar, shall be determined on an event-related basis and shall be borne additionally by the Supplier.

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- (6) The Supplier shall be liable for any degree of fault. We do not recognize any liability-limiting clauses of the Supplier, neither on the merits, nor on the amount.

### 5 8 Product liability / recall

- (1) If claims are asserted against us by a third party due to personal injury or property damage by way of product and/or producer liability, and if this damage is attributable to a product of the Supplier, the Supplier shall indemnify us against claims of third parties upon first request to the extent that the damage is attributable to a defect in the product supplied by them, the cause lies within their sphere of control or production, the defect can otherwise be attributed to them or they themselves are liable without limitation in the external relationship. Other legal claims to which Pfennig Reinigungstechnik GmbH is entitled remain unaffected.
- (2) In addition, the Supplier shall reimburse us for all costs incurred by us as a result of reasonable precautionary measures against a claim arising from non-contractual liability attributable to the Supplier (e.g., public advertising measures).
- (3) If we are forced to carry out a recall due to a product defect for which the Supplier is responsible because of the risk to persons and property emanating from the product or an end product manufactured using a product, the Supplier shall bear the recall costs incurred. Further legal claims shall remain unaffected. We shall inform the Supplier of a recall as early as possible. The Supplier shall be given the opportunity to make a statement; the statement shall contain the preliminary information specified in paragraph (5).
- (4) If the Supplier has indications that the recall of one of their products which we have ordered could become necessary, they must inform us immediately and provide us with advance information. Irrespective of whether the Supplier is considering the recall on their own initiative or at the instigation of a German, European or other authority, the Supplier is not entitled - unless there is a particular urgency - to take measures that constitute or are equivalent to a recall on their own initiative and without prior consultation with us and Strategic Purchasing International.
- (5) The prior information shall describe the reason for the considered/impending recall and indicate the text of the considered/impending recall. The risk associated with the product must also be stated, in particular whether there is a risk of injury to persons or damage to property. Furthermore, the Supplier shall specify the article designation, the best-before date and the production batch in the advance information.
- (6) The Supplier is obliged to inform us about the progress of the recall.
- (7) The Supplier is obliged to insure themselves sufficiently against all risks arising from product liability at their own expense for the duration of the contractual relationship as well as for a period of ten (10) years thereafter and to provide us with evidence of this insurance upon request. The Supplier is obliged to inform us immediately if insurance no longer exists.
- (8) The Supplier undertakes to maintain a product liability insurance with a lump sum coverage of EUR 7.5 million per personal injury/property damage; if Pfennig Reinigungstechnik GmbH is entitled to further claims for damages, these shall remain unaffected.

### 5 9 Property rights

- (1) The Supplier warrants that the product delivered by them is free from third party property rights and does not infringe any third party rights.
- (2) Should third parties assert claims against us due to infringements of property rights, the Supplier shall be obliged to fully indemnify us against such claims and to reimburse us for all necessary expenses in connection with such claims. The indemnification obligation shall apply to the Supplier upon our first request. This indemnification shall also apply to our customers. This indemnification obligation shall not apply if the Supplier has manufactured the delivery items in accordance with our drawings, models or equivalent descriptions. If the Supplier fears an infringement of property rights in such a case, they shall inform us immediately.
- (3) The limitation period for this is ten (10) years, calculated from the conclusion of the contract.

### 5 10 Minimum social standards

- (1) The Supplier undertakes to comply with and implement the Code of Conduct for Business Partners (can be viewed and downloaded at [https://pfennig-reinigungstechnik.com/files/images/content/layout/Our\\_Code\\_of\\_Conduct.pdf](https://pfennig-reinigungstechnik.com/files/images/content/layout/Our_Code_of_Conduct.pdf)). The information is available to the Supplier free of charge. Failure to comply with it constitutes a material breach of contract.
- (2) If the Supplier procures the Products from upstream Suppliers or has commissioned third parties to manufacture them, the Supplier shall make every reasonable effort to pass on the minimum social standards referred to in paragraph (1) to these upstream Suppliers or manufacturers and to ensure compliance with the principles and requirements of these minimum social standards.
- (3) The Supplier shall document compliance with and implementation of the requirements of the minimum social standards referred to in paragraph (1) and, upon our request, provide evidence thereof at any time by means of verifiable documents.
- (4) In the event of a breach by the Supplier of the requirements of the minimum social standards set out in paragraph (1) or of the obligations set out in paragraph (2), we shall be entitled to withdraw from the contract after the unsuccessful expiry of a period set for remedial action or to terminate the contractual relationship for good cause without observing a period of notice following an unsuccessful warning. Setting a deadline or issuing a warning shall not be required in the cases of Section 323 (2) of the German Civil Code (BGB). Our right to claim damages shall not be excluded by the rescission or termination.
- (5) If claims are asserted against us by third parties due to the violation of the requirements of the minimum social standards specified in paragraph (1) and if this is based on conduct attributable to the Supplier, the Supplier shall be obligated to indemnify us against these claims. The Supplier's obligation to indemnify us shall apply upon our first request. It relates to all expenses necessarily incurred by us from or in connection with the third-party claim.

### 5 11 Execution of work, provision of materials, tools

- (1) Persons who are employed on the factory premises of Pfennig Reinigungstechnik GmbH for the purpose of fulfilling the contract must strictly observe the notice for outside companies and freight forwarders. The Supplier is obliged to inform the freight forwarders commissioned by them of this. Liability for accidents which occur to these persons on the factory premises of Pfennig Reinigungstechnik GmbH is excluded, unless there is a grossly negligent or intentional breach of duty on the part of Pfennig Reinigungstechnik GmbH or a legally compelling case of liability, e.g. from product liability or due to injury to life or limb, is relevant. If ladders or scaffolding are used for the work to be carried out, only products of Pfennig Reinigungstechnik GmbH may be used.
- (2) Materials, parts, containers and special packaging provided by Pfennig Reinigungstechnik GmbH remain the property of Pfennig Reinigungstechnik GmbH. These components may only be used for parts and orders of Pfennig Reinigungstechnik GmbH. The processing of materials or the assembly of parts shall be carried out expressly for Pfennig Reinigungstechnik GmbH. Pfennig Reinigungstechnik GmbH shall be a proportionate co-owner of the components which are stored at the Supplier and which are manufactured from the materials and parts provided by Pfennig Reinigungstechnik GmbH, namely in the amount of the value of the materials and parts provided by Pfennig Reinigungstechnik GmbH.
- (3) Tools paid for by Pfennig Reinigungstechnik GmbH are the sole property of Pfennig Reinigungstechnik GmbH and may only be used by the Supplier for the orders and parts of Pfennig Reinigungstechnik GmbH. Tools paid for by Pfennig Reinigungstechnik GmbH shall be available to Pfennig Reinigungstechnik GmbH at any time in perfect condition and shall be clearly marked by the Supplier as the property of Pfennig Reinigungstechnik GmbH and stored separately. The Supplier shall be obliged to insure the tools stored by Pfennig Reinigungstechnik GmbH at the Supplier's premises against property damage at their own expense. The Supplier hereby assigns to Pfennig Reinigungstechnik GmbH all claims for compensation arising from this insurance. Parts which are manufactured with the tools owned by Pfennig Reinigungstechnik GmbH may not be offered or delivered to third parties or the know-how may not be passed on. Maintenance and servicing of these tools shall be carried out exclusively by the Supplier and at their own expense. Costs for follow-up tools shall be borne exclusively by the Supplier. The output quantity is thus unlimited. If tools of Pfennig Reinigungstechnik GmbH are damaged by the Supplier, they are to be repaired at their own expense in accordance with the drawings. All modifications to tools must be approved in writing by Pfennig Reinigungstechnik GmbH. After each modification, samples must be submitted for inspection and approval. Payment of the tool costs by Pfennig Reinigungstechnik GmbH shall only be made after inspection and approval of an initial sample delivery. Subsequent to the payment of the tool costs, the tools shall be provided on loan by Pfennig Reinigungstechnik GmbH. The ownership of the tool lies exclusively with Pfennig Reinigungstechnik GmbH.

### 5 12 Ecological criteria

The Supplier undertakes to manufacture all contractual products taking into account ecological criteria in accordance with the agreed standards (e.g., no use of bleaching agents harmful to health in textiles).

### 5 13 Place of performance

The place of performance for all deliveries and services shall be the destination specified by us (delivery address specified in the order) or, if such a destination is not explicitly specified, the delivery address of the respective ordering affiliated company of Pfennig Reinigungstechnik GmbH.

### 5 14 Assignment

The Supplier shall not be entitled to assign their claims arising from the contractual relationship to third parties. This shall not apply insofar as monetary claims are concerned.

### 5 15 Reservations of termination and rescission

Pfennig Reinigungstechnik GmbH may withdraw from the order in whole or in part even after it has been placed. In this case, Pfennig Reinigungstechnik GmbH shall compensate the Supplier for the expenses incurred up to that point due to the order, whereby Pfennig Reinigungstechnik GmbH shall have the right to accept any goods or production output resulting from this expense. Pfennig Reinigungstechnik GmbH shall be entitled to call off quantities ordered for this delivery date in partial quantities up to four (4) weeks before a delivery date. Pfennig Reinigungstechnik GmbH may specify a later delivery date for the delivery of the remaining delivery quantity not accepted on the original delivery date in the case of a partial call-off. In the case of partial call-offs, the interests of the Supplier shall be taken into account appropriately. If Pfennig Reinigungstechnik GmbH places call-off orders with planned figures, the quantities stated shall not be binding for Pfennig Reinigungstechnik GmbH and Pfennig Reinigungstechnik GmbH shall not be obliged to accept them. The quantities actually called off and confirmed by Pfennig Reinigungstechnik GmbH may deviate from the planned quantities. The principal may withdraw from the contract if the Supplier applies for the opening of insolvency proceedings, if insolvency proceedings are opened due to an application by the principal or another debtor or if the opening is rejected for lack of assets. The right of withdrawal shall also exist if Pfennig Reinigungstechnik GmbH becomes aware of individual enforcement measures.

### 5 16 Secrecy

The Supplier is obliged to keep secret all received business and technical data, documents, samples, models as well as other documents and all information (= "confidential information") and to make them accessible in their own company only to those persons who must be involved for the purpose of the delivery to Pfennig Reinigungstechnik GmbH and who are also obliged to maintain secrecy. They may only be disclosed to third parties with the express written consent of Pfennig Reinigungstechnik GmbH. Upon simple request by Pfennig Reinigungstechnik GmbH, all information and documents (including copies) and samples provided by Pfennig Reinigungstechnik GmbH shall be returned in full to Pfennig Reinigungstechnik GmbH. The disclosure of confidential information and the possible transmission of documents, samples or models shall not establish any rights to industrial property rights, know-how or copyrights for the Supplier and shall not constitute any prior publication or right of prior use within the meaning of the Patent Act and the Utility Model Act. The Supplier may use confidential information exclusively for the purpose approved by Pfennig Reinigungstechnik GmbH and only within the scope of the agreed cooperation. The Supplier shall never be entitled to their own rights to such information. Insofar as third parties come into contact with confidential information of Pfennig Reinigungstechnik GmbH through the Supplier, the Supplier must first conclude a comparable written non-disclosure agreement with them and prove this to Pfennig Reinigungstechnik GmbH upon request. The obligation to maintain secrecy shall continue to apply after the execution of this contract. However, this obligation to maintain secrecy shall not apply if and to the extent that the manufacturing, product, system or production knowledge contained in the confidential information provided was or has become generally known without violation of this obligation to maintain secrecy and other contractual or statutory provisions. This confidentiality obligation shall also not apply if the Supplier is subject to a statutory or official duty of disclosure.

### 5 17 Data protection, security

Pfennig Reinigungstechnik GmbH collects personal data of the Supplier exclusively for the contractual or business purpose for which the Supplier provides their data. The personal data will only be used within Pfennig Reinigungstechnik GmbH and its affiliated companies. The Supplier agrees and authorizes Pfennig Reinigungstechnik GmbH to process, store and evaluate the data received in connection with the business relationship in compliance with the applicable data protection regulations. The data protection declaration and further data protection information can be accessed on the homepage of Pfennig Reinigungstechnik GmbH at <https://pfennig-reinigungstechnik.com/en/data-privacy>. The Supplier undertakes not to use any information obtained from Pfennig Reinigungstechnik GmbH, including customer names, customer lists or other customer-related data, for their own purposes or to pass such information on to third parties. At the same time, the Supplier is expressly forbidden to enter into business contact with these customers directly themselves or through employees or indirectly through third parties. The use of inquiries, orders or correspondence of any kind from Pfennig Reinigungstechnik GmbH by the Supplier for advertising purposes is prohibited. Advertising with the business relationship existing with Pfennig Reinigungstechnik GmbH is only permitted with the express prior consent of Pfennig Reinigungstechnik GmbH.

### 5 18 Choice of Law / Place of Jurisdiction / Miscellaneous

- (1) The law of the Federal Republic of Germany shall be deemed agreed. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- (2) The exclusive - also international - place of jurisdiction for all disputes arising from or in connection with the supply relationship shall be Kempten. This shall also apply if the Supplier has no general place of jurisdiction in Germany. Optionally, Pfennig Reinigungstechnik GmbH may also bring a claim against the Supplier before the locally competent courts at the Supplier's place of business.
- (3) Should individual provisions of these Terms and Conditions of Purchase be invalid or unenforceable in whole or in part, the validity of the remaining provisions shall not be affected. The contracting parties shall be obliged to replace the invalid or unenforceable provision from the beginning of the invalidity/unenforceability by a provision that is as economically similar as possible.