

A. General regulations

A.1 Validity and inclusion

A.1.1 These General Terms and Conditions of Purchase apply to the following companies of the BENTLAGE Group

- Friedrich Bentlage GmbH & Co KG; partner of Friedrich Bentlage Verwaltungs-GmbH; Bielefeld Register Court HRB 8864; Managing Director: Christopher Hettlage, Brigitte Alers; VATIN: DE 123 997 312
- bentlage-label GmbH; Bielefeld Register Court HRB 37934; Sattelmeyerweg 11, 33609 Bielefeld; Managing Director: Brigitte Alers; VATIN: DE 813 821 083
- bentlage-proprint GmbH; Bielefeld Register Court HRB 38595; Sattelmeyerweg 11, 33609 Bielefeld; Managing Director: Christopher Hettlage; VATIN: DE 814 640 299
- bsb-bentlage GmbH, Bielefeld Register Court HRB 42235; Sattelmeyerweg 11, 33609 Bielefeld; Managing Director: Brigitte Alers, Christopher Hettlage, Sascha Tölke, Hans Vonk; VATIN: DE 307 339 542,

A contract is always concluded only with the company, in whose name the declaration of intent aimed at the conclusion of the contract is submitted. The companies, on behalf of which the contract incorporating these General Terms and Conditions of Purchase (GTCP) was concluded, shall hereinafter, individually or jointly, be referred to as BENTLAGE.

A.1.2 In addition to the contractual agreements expressly concluded on an individual basis, these GTCP shall apply exclusively for the entire supply relationship between BENTLAGE and the supplier.

A.1.3 The GTCP shall also apply to all subsequent business transactions, even if no special reference is made to them. Furthermore, these GTCP shall also apply if BENTLAGE accepts the delivery or service in full knowledge of deviating conditions.

A.1.4 The terms and conditions of the business partners of BENTLAGE shall not apply; this shall apply without explicit exception being required in each individual case.

A.1.5 Any terms and conditions of the business partners which deviate from, supplement or contradict the General Terms and Conditions of Purchase of the BENTLAGE consortium shall apply only if these have been expressly agreed in writing *and* signed by both parties.

A.1.6 The conclusion of a contract will not fail due to contradictory General Terms and Conditions (GTCs) of the contracting parties. Insofar as conflicting GTCs agree in certain respects, the unanimously agreed aspects shall apply. Furthermore, provisions of these GTCP which do not run contrary to the conflicting provisions of the supplier's GTCs shall be deemed to have been agreed. On the other hand, those provisions of the supplier's GTCs which do not agree with the regulatory content of these GTCP shall not form an integral part of this contract. The right of disposition shall apply in all the other cases.

A.1.7 These General Terms and Conditions of Purchase shall apply only to companies within the meaning of Article 14 of the German Civil Code (BGB).

A.2 Definitions

A.2.1 **In writing or in written form** within the meaning of these GTCP also includes statements transmitted in text form within the meaning of Article 126 (b) BGB (i.e. by fax or e-mail).

A.2.2 **Days** refers to working days, based on a 5-day week.

A.2.3 **Supplier** describes the party to whom BENTLAGE's order is addressed, or the supplier which countersigns the supply agreement, whether this is a vendor, supplier, contractor, service provider or works contractor.

A.2.4 **Goods** are all items and substances which are requested or ordered by BENTLAGE. Goods can be used by BENTLAGE as maintenance repair and operating supply (MRO) items, production materials, machines, for direct resale or as primary products.

A.2.5 **Services** are deliverables which *do not* consist in the delivery of goods or which do not run out within the context of such a delivery. In particular, the term refers to services such as consultation, repair, maintenance and administration; but it also includes works services such as the installation of machines and other operating equipment, e.g. electrical facilities, storage facilities, building technology, etc.

A.2.6 **Merchandise** refers to goods which are to be re-sold to customers of BENTLAGE without any further processing. These may still be sorted, packaged, wrapped or labelled by BENTLAGE.

A.2.7 **Primary products** are products which are reprocessed, re-worked, refined or otherwise changed in appearance or quality prior to being re-sold by BENTLAGE.

A.2.8 **Order production** describes the production of merchandise for direct delivery to customers, the production of primary products, as well as the refining of products by BENTLAGE.

A.2.9 **Supply materials** are the raw materials and production resources provided by BENTLAGE to the supplier for order processing.

A.2.10 **Raw materials** refers to items which are to be incorporated into the products of BENTLAGE or its subcontractors, and which will therefore form, whether in whole or in part, an integral part of BENTLAGE's products.

A.2.11 **Production resources** are items which will not form an integral part of BENTLAGE products, but which are necessary to carry out production processes and therefore have a direct influence on the quality of BENTLAGE products. These include, but are not limited to, production tools such as punching cylinders, cutting plates or knives, test equipment, printing screens and printing squeegees, as well as substances such as screen coatings.

A.2.12 **Machines** are all devices used for production purposes at BENTLAGE, e.g. printers, plotters, laser plotters, punching machines, cutting machines etc.

A.2.13 **MRO items** (maintenance repair and operating supply items) are goods which are used for maintenance, repair, cleaning and operation; these are neither production resources nor raw materials and therefore do not form a direct component of BENTLAGE products.

A.2.14 **Hazardous materials** are those goods that have hazardous properties according to the Law on Hazardous Substances, irrespective of whether they are raw materials, MRO items, production resources, machines, supply materials or operating equipment/components of the supplier.

A.2.15 **Order** refers to any declaration with a discernible commitment submitted by BENTLAGE concerning the purchase of goods or services, irrespective of whether this is described as an order, order confirmation, assignment, assignment confirmation, etc.

A.2.16 **Supply contract** refers to any contract that is concluded as a result of acceptance by the supplier of BENTLAGE's order, or any contract signed by the supplier and BENTLAGE concerning the purchase of goods or services.

A.2.17 **Framework supply contracts** are contracts in which binding agreements are reached about contractual objects, and which generally include price and product specifications; a binding supply contract shall be concluded only with the signing of a separate contract between the supplier and BENTLAGE.

A.2.18 **Blanket orders** are supply contracts in which legally binding agreements on the specification of goods or services, a specific price *and a specific purchase quantity* have already been reached, and which specify the time period and the partial quantities in which the order will be requested. As a rule, these contracts also contain agreements about storage of the product until delivery is requested.

A.2.19 **Delivery request** describes a declaration made by BENTLAGE to the supplier indicating the quantity of goods to be delivered, the place, date and, where applicable, the time of delivery with (in some cases, implied) reference to a blanket order.

A.3 Interpretation of the GTCs

A.3.1 The same words may have a different meaning under a different legal system. For foreign language versions – that is to say, any version of these terms and conditions of business not in German – the German legal meaning of the relevant words shall apply.

A.3.2 All headings in the GTCP are intended merely to enhance readability and shall have no influence on the meaning and interpretation of the individual regulations.

A.4 Place of jurisdiction

The exclusive place of jurisdiction for all disputes with contracting parties of BENTLAGE shall be the business headquarters of BENTLAGE.

A.5 Governing law

German law shall apply exclusively, with the exclusion of international uniform law, particularly the UN Sales Convention.

B. Purchase conditions

B.1 Offers / conclusion of the contract

B.1.1 Offers are free of charge for BENTLAGE. Any deviation from BENTLAGE inquiries must be pointed out clearly in the offer. The supplier shall be bound by its offer, particularly by the prices mentioned therein, for a period of at least one month.

B.1.2 The supply contract shall come into force with the placing of an order by BENTLAGE and the declaration of acceptance by the supplier. *With regard to content, the order shall always take precedence.* Should the order deviate from the conditions mentioned in the supplier's offer, the supplier is obliged to inform BENTLAGE of this deviation immediately.

B.1.3 Orders for the delivery of raw materials, production resources and MRO items must be accepted by the supplier in writing no later than 7 days from the date of the order, stating the order number specified by BENTLAGE.

Orders for machines must be accepted within 4 days of the order date. The supplier must confirm the order in writing.

If the declaration of acceptance differs from the order or if the declaration of acceptance is not issued within the respective deadline, this shall be regarded as a new offer. Section B.1.1 point 2 shall apply accordingly. BENTLAGE is entitled to cancel the order at any time prior to receiving the declaration of acceptance.

B.2 Framework supply contracts and blanket orders

B.2.1 BENTLAGE shall endeavour to build up long-term and trusting supplier relationships. To this end, the supplier and BENTLAGE will enter into framework supply contracts and blanket orders, if possible. These contracts shall be concluded in writing and signed by both parties. If the contracts have not been concluded in this form, or if the contracts are incomplete, the following regulations shall apply.

B.2.2 The supplier shall, in principle and upon demand by BENTLAGE, agree to make long-term supply pledges for serial production in the form of framework supply contracts.

B.2.3 For general contracts, the liability for procurement and utilisation lies with the supplier, insofar as raw materials are concerned. In particular, the supplier shall not be entitled to claim against BENTLAGE for the reimbursement of costs incurred in the procurement of raw materials or preliminary works in the event that the conclusion of supply contracts fails to materialise contrary to the supplier's assumptions. In particular, the supplier may not refer to the regularity of previous orders or to a failure to give warning on the part of BENTLAGE.

B.2.4 In the case of blanket orders, the supplier shall bear the risk of procurement. The supplier is entitled to provide adequate storage for the raw materials, and must pledge to comply with any existing expiry dates for these materials.

B.2.5 Subject to a separate written agreement, delivery requests shall become binding provided the supplier does not object to these within 5 days of their being received.

B.2.6 The manufacture of components for blanket orders is permitted only upon receipt of the respective delivery request. The storage of goods for subsequent delivery requests is permitted only upon receipt of an express written declaration of consent by BENTLAGE. Storage periods for the respective products delivered must be communicated to BENTLAGE in each case.

B.2.7 If the respective contractual object refers to order production in which the supply materials are supplied by BENTLAGE, BENTLAGE shall bear the procurement risk for the supply materials.

B.3 Order changes

B.3.1 BENTLAGE may demand contract changes prior to executing the order. These changes must be regulated by mutual

agreement. Any reservations relating to the changes demanded by BENTLAGE must be communicated to BENTLAGE immediately.

B.3.2 If no settlement can be reached, we shall be entitled to withdraw from the contract; in such a case, the supplier shall receive appropriate compensation for expenses.

B.3.3 The supplier is not authorised to carry out any changes to the order without the prior written consent of BENTLAGE.

B.4 Service quality and freedom of use

B.4.1 The supplier shall ensure that the delivered goods are free from defects. The contract partner shall specify the contractually owed quality of the goods in writing giving reference to the relevant data sheets/goods specifications of the supplier, or in a separate document.

B.4.2 Furthermore, the supplier shall ensure that the goods delivered and the services rendered conform to the current state of science and technology.

B.4.3 The supplier shall gather information from BENTLAGE about the purpose of the goods, services and works.

B.4.4 The supplier shall ensure that the delivered product complies with the legal regulations in the EU and that no legal regulations preclude BENTLAGE's intended use.

In particular the supplier shall ensure, pursuant to Article 5 (3) of the German Social Accident Insurance Regulation 1 (DGUV-V 1), that the product delivered meets the appropriate legal requirements for health and safety.

B.4.5 When delivering raw materials, merchandise and primary products, the supplier shall furthermore ensure in particular that these materials do not contain any substances or components which could endanger the marketability of the merchandise or the products produced from them by BENTLAGE or its subcontractors. In particular, it shall ensure that these

- do not contain any substances forbidden under the RoHS Directive;
- do not contain any substances forbidden under the REACH Directive;
- do not contain any substances that are restricted for use under the REACH Directive, unless this is made explicit by the supplier in writing prior to conclusion of the contract;
- do not contain any substances that may adversely affect the marketability of the merchandise or products manufactured by BENTLAGE within the North American Free Trade Area (NAFTA);
- do not contain any "conflict minerals" which come under the scope of application of Regulation (EU) 2017/821 of the European Parliament and of the Council of 17 May 2017 laying down supply chain due diligence obligations for Union importers of tin, tantalum and tungsten, their ores, and gold originating from conflict-affected and high-risk areas.

The supplier is obligated to provide BENTLAGE with corresponding binding declarations in writing upon request.

This undertaking shall not refer to any deviations which can be traced back to BENTLAGE's supply materials. In these cases, there is no obligation to issue a corresponding declaration.

B.4.6 The supplier shall ensure that all deliveries and services are free of any property rights of third parties, and in particular that no patents, licences and other property rights of third parties are infringed upon by the delivery and use of the items supplied. This shall not apply insofar as merchandise or primary products are manufactured and delivered in accordance with the production guidelines and product specifications or logos and artwork expressly provided by BENTLAGE.

B.4.7 The supplier shall indemnify BENTLAGE and its customers from claims of third parties arising from any possible infringements of property rights, insofar as it can be held liable for said infringements.

B.4.8 BENTLAGE has the right to seek authorisation from the holder of the rights for the use of the relevant items and services at the expense of the supplier.

B.5 Information and reporting obligations

B.5.1 Even without any express agreement, the delivery of the information and documents listed in this section which relate to product safety, occupational safety and the functionality of the goods forms an essential part of the main obligation.

B.5.2 When delivering hazardous materials, the current safety data sheet must be enclosed *in electronic form*, provided this was not already provided with an earlier delivery.

B.5.3 When delivering machines, the following must be supplied:

- Safety documentation and references to dangerous parts of the machines in their various states of operation;
- Information about legal obligations associated with the machine, e.g. testing obligations, licensing obligations, obligation to obtain permissions;
- A detailed and comprehensive operating manual for the machine in German; the instruction manual must be supplied in electronic form along with at least one copy in printed form;
- A list of wearing parts and the expected approximate cost of procuring their replacements;
- Information about data safety and network safety aspects of the machine, insofar as the machine is network compatible.

B.5.4 When delivering raw materials, the following must be supplied:

- Technical data sheets;
- Processing instructions and product information;
- Batch test certificates and/or analysis certificates;
- Other evidence of quality testing and condition, as agreed.

B.5.5 When delivering raw materials, the supplier shall immediately report changes of the manufacturing processes, changes in origin or changes in the type of ingredients / materials for raw materials, even if it believes that the goods will still conform to the agreed quality.

B.5.6 When delivering production resources, changes of the manufacturing process, changes in the source of raw materials, e.g. blanks, must be reported, even if the supplier believes that the changes will have no influence on the quality of the goods.

B.5.7 The supplier shall label the items it supplies in such a way that these can be recognised as products of the supplier.

B.6 Packaging, labelling, transportation, documentation

B.6.1 The goods must be packaged for delivery in a way that is appropriate and reasonable, and in accordance with the statutory requirements under transport and environmental law. The supplier shall comply with its legal obligation to take back transport packaging at the request of BENTLAGE.

B.6.2 The supplier shall pack merchandise in batches of 100 before wrapping these for transport. The revenue stamps must include the following information:

- Our item number (“image number”)
- The batch number of the supplier
- The production date

If packing is impractical or is not feasible, the supplier shall inform BENTLAGE of this. In such a case, the parties shall come to a separate agreement.

B.6.3 The supplier must carry out transport itself or through an approved and reliable forwarding company. When transporting machines, care must be taken to ensure that transport is carried out using direct means, i.e. goods must not be reloaded on different means of transport.

B.6.4 Each shipment must contain a delivery note showing all identifiers in the order. These include in particular:

- BENTLAGE Group company which placed the order
- Our order number
- Our part number
- Batch number of the supplier
- Quantity
- Name of the product

Partial and outstanding deliveries in particular must be indicated.

B.6.5 The delivery note must be attached to the outside of the delivery, under a sticker or under packing paper which states: “Delivery note inside”.

B.6.6 For import deliveries, all necessary shipping documents – according to the shipping method and country of delivery – must be enclosed with the consignment; this includes in particular movement certificates, express consignment notes, customs dispatch notes, certificates of origin and invoices.

B.7 Delivery traffic and work on the business premises of BENTLAGE

B.7.1 The supplier and, where appropriate, the forwarding agent/delivery service entrusted with the delivery by the supplier must take into account the following regulations concerning the delivery and offloading of pallets, barrels and small packages/containers on the business premises of BENTLAGE:

- Where feasible, it must be possible to inspect the delivery on the means of transport with regard to goods identity, quantity and transport damage;
- Offloading may only be carried following approval by or in the presence of BENTLAGE employees;
- The instructions of BENTLAGE employees must be complied with;
- Deliveries may be offloaded only into designated offloading areas. Storage outside of these areas, even for a short time, is not permitted;
- *The offloading of hazardous goods/substances requires increased attention and an awareness of the risks commensurate with the hazardous substances in question. The persons charged with offloading must familiarise themselves with the safety installations in the offloading areas.*

The supplier must ensure that its employees and, where appropriate, the employees of its subcontractor are familiar with these delivery and offloading regulations, and that the employees entrusted with these tasks have understood these regulations.

B.7.2 In principle, the supplier is personally responsible for ensuring the occupational safety of its employees. The supplier must fulfil the obligations according to German Social Accident Insurance Regulation 1 (DGUV-V 1) “Principles of prevention”. It must ensure that the employees, vicarious agents or assistants entrusted with the respective work on the business premises have been duly instructed and that the operating equipment provided – e.g. forklifts, floor transport vehicles and tools (particularly electrical) – conforms to legal requirements and has undergone testing.

B.7.3 The supplier shall inform the respective BENTLAGE employees as well as their supervisor about special hazards associated with the work they are charged with carrying out prior to commencement of the work.

B.7.4 Work with a special hazard potential, particularly hot work and work on electrical facilities, may only be carried out after obtaining express written authorisation (hot work certificate) from the management of the relevant department in which the work is to be carried out.

B.8 Place of performance / passing of risk

B.8.1 The place of performance for deliveries shall be the agreed shipping address. If no shipping address has been agreed, the headquarters of BENTLAGE shall be used as the place of performance.

The respective business premises of BENTLAGE on which services and works are performed shall be used as the place of performance for services and works that are location-independent.

B.8.2 The risk shall pass to BENTLAGE upon handover of the goods at the place of performance, *after offloading by the supplier* or the transport company. This shall apply even where BENTLAGE staff assist with offloading. Should delivery take place earlier than agreed, the risk shall not pass to BENTLAGE until the originally agreed upon time, despite the effected delivery. This shall also apply if BENTLAGE has not objected to the delivery and has acknowledged receipt of the goods.

B.8.3 In the case of works, the risk shall pass to BENTLAGE once the latter has accepted the service.

In the case of machines which require installation/assembly, the risk shall pass once the products have been accepted following a functional check. The parties shall conclude a separate agreement relating to the conditions, particularly with reference to the timeline for acceptance and the functional check.

B.9 Delivery times and delay

B.9.1 The dates and deadlines mentioned in the respective order or delivery request shall be binding. BENTLAGE is not obliged to accept the delivered goods prior to the delivery date. The supplier shall be in delay if the delivery date was agreed as “fixed” even when no reminder has been sent, or if the supplier declares that it will not be able to deliver within the delivery period.

B.9.2 For deliveries, the receipt of the delivery at the shipping address indicated in the order is essential for compliance with dates and deadlines. For services, the timely and complete execution of the service is decisive.

For works, the time of acceptance of the works shall be decisive. The regulations of Article 640 para. 1 and para. 2 (1) BGB shall apply.

B.9.3 The following goods receiving hours shall apply to all reception or usage locations:

- Monday to Friday: from 7.30am to 12.00pm
- Monday to Thursday: from 12.45pm to 3.00pm

B.9.4 The supplier shall give notice of the delivery in writing by e-mail at the latest by 12.00pm on the day prior to the planned date of arrival. The e-mail should contain the details of the delivery note as well as the expected delivery time (date and time).

B.9.5 Partial deliveries and partial services are permitted only with the written consent of BENTLAGE. For agreed partial deliveries, the outstanding quantity must be indicated on the delivery note.

B.9.6 In the event of delayed delivery, BENTLAGE shall be entitled to legal claims. Any exclusion or limitation of liability on the part of the supplier is excluded.

B.9.7 The supplier undertakes to take all necessary and appropriate measures to ensure that the goods are sent to the buyer as stipulated in the contract. The supplier must inform the buyer immediately of any events which will or may lead to a delay in shipment or to non-compliance with the quantities indicated in the order and/or delivery request. In addition, the supplier must inform the buyer in writing of the remedial measures taken by it in an effort to minimise the effects of these events.

B.9.8 If the supplier is in delay, BENTLAGE shall be entitled to demand a penalty for breach of contract (pauschalierter Schadensersatz) in the amount of 0,5 % of the net delivery value or of the service per day in delay; this penalty may not, however, exceed a total of 5% of the net delivery value or of the service. Is only a part of the delivery or service in delay the penalty will be calculated on the respective value in delay.

The supplier reserves the right to prove a lower amount of damages. The contractual penalty paid shall be offset against a claim for damages.

BENTLAGE reserves the right to claim a higher amount of damages and other rights resulting from the delay.

The right to demand payment of an agreed contractual penalty shall not be forfeited by the fact that the penalty was not expressly reserved at the time the delayed delivery was accepted, provided this right is asserted before the final payment is made.

B.9.9 In the event of a delay in delivery on the part of the supplier, BENTLAGE shall be entitled to arrange a covering purchase, insofar as this is relevant under the circumstances, in order to prevent imminent consequential damages associated with the delay. The supplier shall bear any resulting additional costs incurred by BENTLAGE.

B.9.10 The supplier can only assert the absence of necessary documents that BENTLAGE must supply if it has sent a written reminder relating to these documents and has not received them within a reasonable period of time.

B.9.11 In the event of delivery earlier than agreed, BENTLAGE reserves the right to return the goods at the expense of the supplier or to arrange intermediate storage with a third party at the supplier's expense. If BENTLAGE does not return the premature deliveries or store these with a third party, it shall warehouse the goods at the risk and expense of the supplier until the agreed delivery time. In the event of premature delivery, BENTLAGE reserves the right to withhold payment until the agreed due date. If deliveries are made early, the discount period will be calculated as of the agreed delivery date or the date on which BENTLAGE receives the invoice, whichever is later.

B.9.12 In the event of repeated failure to meet delivery dates on failed performance on the part of the supplier, BENTLAGE shall be entitled to withdraw from or to terminate the contract without notice. In the event that the supplier fails to meet delivery dates through no fault of its own, BENTLAGE shall be entitled to withdraw from the contract if the delay is considerable and the need to meet its own deadline commitments requires urgent delivery.

B.9.13 In the event of withdrawal, BENTLAGE may retain partial deliveries against a credit note.

B.9.14 If the supplier is in delay, it shall be obliged to comply with a request from BENTLAGE for express shipment (express or express goods, courier, express parcel, air freight, etc.) at its own expense.

B.9.15 In the event of delayed acceptance, BENTLAGE shall only be held liable for damage claims if it is at fault for the delay.

B.10 Pricing, invoicing and payment

B.10.1 The price quoted in the offer is regarded as the maximum price. A price lower than this may be offered, but not one exceeding it. The supplier shall not charge BENTLAGE higher prices or offer them conditions worse than those offered to other comparable customers.

B.10.2 Unilateral price increases, particularly those effected after conclusion of the supply contract or the framework agreement, are inadmissible.

B.10.3 Delivery shall be "carriage paid". The costs of packaging and any transport insurance shall be included in the price.

In the case of deliveries from abroad, the parties shall conclude a separate express agreement regarding the payment of costs. If no such agreement is reached, the DDP (Delivered Duty Paid) clause of INCOTERMS 2010 shall be deemed to have been agreed. The designated location for the clause is always the place of performance according to these GTCP, unless expressly agreed otherwise by the parties in writing.

B.10.4 Invoices must be submitted for each order in duplicate, indicating the original and the copy, immediately upon delivery of the goods. Invoices must contain the following information in particular:

- Our order number
- Our item number
- Quantity
- Name of the product

The value added tax should be indicated separately.

Incorrectly submitted invoices shall not be deemed validly received by BENTLAGE until the time of their correction.

Invoices may also be submitted in electronic form in PDF format following prior agreement with BENTLAGE.

B.10.5 Unless otherwise agreed, payments shall be made by BENTLAGE in EUR without deductions to the domestic banking institution indicated by the supplier.

B.10.6 The purchase price will become due minus a 3% discount if paid within 14 days; net payment will become due after 30 days. The payment period shall start on the date of fault-free delivery of goods or services, the date of acceptance of goods/services, or the date of receipt of the invoice, whichever is latest.

Payment will be made subject to inspection of the invoice and due contractual performance. Delays caused by incorrectly submitted invoices shall not affect the agreed discount periods.

B.10.7 In the event of ordinary negligence, BENTLAGE shall not be in default of payment. The obligation of BENTLAGE to pay compensation for damages caused by default shall be limited to typically occurring damages.

B.10.8 If advance payments have been agreed, the supplier shall provide an advance guarantee from a German bank or insurance company concurrently with performance and in the amount of the advance payment. In the event of delayed delivery, default interest at a rate of 8 percent above the basic interest rate under Section 247 BGB will be deducted from the advance payment. The supplier reserves the right to prove a lower amount of damages.

The assertion by BENTLAGE of claims for damages caused by default shall not be otherwise affected by this regulation.

B.10.9 If the solvency status of the supplier deteriorates to an extent which endangers the fulfilment of the contract, if the supplier discontinues supply or if insolvency proceedings are instigated in relation to its assets, BENTLAGE shall be entitled to withdraw from the contract. This right of withdrawal may also be exercised only in part.

B.10.10 The supplier is not authorised to assign claims against BENTLAGE to third parties or to have such claims collected by

third parties without the consent of BENTLAGE. If the supplier, nevertheless, assigns claims against BENTLAGE to a third party without the consent of BENTLAGE, BENTLAGE can make payment to either the supplier or the third party with discharging effect.

B.10.11 BENTLAGE has the right to refuse performance, to offset payment and to withhold payment to the extent permitted by law.

B.10.12 The supplier is only entitled to offsetting and withholding rights provided the counter-claim on which the refusal of performance, offsetting or withholding right is based is undisputed or has been established by a court of law.

B.11 Force majeure

B.11.1 In cases of force majeure, BENTLAGE shall be released from the obligation to take receipt of goods, as well as from the obligation to accept works or services. This shall also apply to other collaborative actions during fulfilment of the contract. If BENTLAGE is prevented from taking receipt in due time by force majeure or other unforeseen circumstances or obstacles beyond our control and this impacts the acceptance of goods, the period of acceptance shall be extended accordingly and there will be no default of acceptance.

B.11.2 BENTLAGE shall be completely or partially released from the obligation to accept the ordered goods or service if, as a result of the delay caused by force majeure, the delivered goods or service can no longer be utilised by BENTLAGE in consideration of economic aspects. This shall apply in particular if our requirements are reduced by more than 30%.

B.12 Notification of defects at incoming goods inspection

B.12.1 The supplier of raw materials, merchandise and primary products shall undertake regular and thorough inspections of goods with regard to quality control for BENTLAGE, and shall carry these out at its own location as part of outgoing goods inspection. The supplier shall be obligated to log these inspections and to make this log available to BENTLAGE with the delivery.

B.12.2 BENTLAGE has to carry out an incoming goods inspection only with regard to externally visible transport damage, the number of containers or pallets as per the packing list, as well as any deviations in identity between the goods delivered and those described in the delivery documents; any defects should be reported immediately. BENTLAGE is not required to carry out any further incoming goods inspections, however it must report any defects as soon as they are discovered within the ordinary course of business. The period of notice applicable to us is 14 days from discovery of the respective defect.

B.12.3 In this respect, the supplier waives the right to assert that the defects have been asserted too late. For transitory transactions, the decisive factor is the complaint of the accepting party.

B.12.4 Complaints about defects can be made verbally, by telephone or in writing.

B.12.5 In the event of a justified complaint, BENTLAGE reserves the right to charge the costs of inspection and of the notice of defects to the supplier. The supplier shall bear the costs and risk of returning defective goods.

B.13 Guarantee and liability

B.13.1 In the event of a defective delivery, BENTLAGE shall be entitled, at its discretion, to demand subsequent performance from the supplier, to withdraw from the contract or to reduce the purchase price and to claim damages or reimbursement of futile expenses in accordance with the statutory provisions.

B.13.2 The supplier is obliged to bear all expenses necessary for the rectification of defects, replacement delivery or rectification of damage, in particular transport, travel, labour and material costs.

B.13.3 Complaints mean additional expenses. For this reason, BENTLAGE reserves the right to charge a flat rate for damages of €50.00 per justifiable complaint. The supplier reserves the right to prove lower expenditure, and BENTLAGE reserves the right to prove higher expenditure.

B.13.4 If the supplier does not carry out measures to eliminate defects or to make a replacement delivery within an adequate period set by BENTLAGE, or if it proves impossible to remedy de-

fects or such remedying of defects is not successful, BENTLAGE shall be entitled to withdraw from the contract and to demand compensation in place of performance.

B.13.5 In urgent cases in which it is not possible to advise the supplier of the defect and the impending resultant damage and set the supplier a period of grace, however short, in which to remedy the same, BENTLAGE shall be entitled to correct the defect itself, to have it corrected, or to obtain replacement at the supplier's expense.

B.13.6 If the same defective goods are delivered repeatedly, BENTLAGE shall be entitled, following a written warning, to withdraw from the Supply contract in its entirety.

B.13.7 Claims for compensation or damages shall become time-barred 36 months after delivery of the products manufactured using the products supplied by BENTLAGE or its subcontractors, but at the latest 60 months after delivery to BENTLAGE, and 60 months after the acceptance of service or work performance in the case of services and works.

This shall apply only if no longer limitation period or a limitation period beginning at a later date is prescribed by law.

If the acceptance is delayed through no fault of the supplier, the warranty period shall be a maximum of 60 months from the date of provision of the delivery item for acceptance.

In the case of supplied parts which cannot remain in operation or otherwise be used according to their intended purpose during supplementary performance or the rectification of damages, the period of warranty shall be extended by an amount of time corresponding to the length of the operational interruption or disruption.

The aforementioned periods of limitation shall also apply in the event that the supplier has given a guarantee for its products, works or services.

B.13.8 Any claims against the supplier for defects of title of the products, services or works shall become time-barred within a period of 5 years from the time of delivery to or acceptance by BENTLAGE.

This shall apply only if no longer limitation period or a limitation period beginning at a later date is prescribed by law.

B.13.9 For replacement parts delivered within the limitation periods, the limitation period shall recommence at the point in time at which the supplier delivers the items for supplementary performance or upon acceptance of the guarantee, provided it is clear the supplier is acting not only as a gesture of goodwill or for the purposes of amicable settlement of a dispute, but in full awareness that it is obliged to remedy the defect. When determining the awareness of the obligation to render service, the extent, duration and costs of remedying the defect must be taken into account in particular.

B.13.10 The supplier shall indemnify BENTLAGE against damage claims of third parties resulting from material defects in the delivered items or the services/works rendered provided that the supplier is responsible for the damage.

In the event that claims are asserted against BENTLAGE on the basis of strict liability as a result of mandatory provisions applicable to a third party, the supplier shall be required to indemnify BENTLAGE to the extent that the supplier itself would be subject to such strict liability. The principles of Article § 254 BGB shall apply mutatis mutandis to compensation for damage between BENTLAGE and the supplier.

The supplier is obliged to reimburse expenses for and damage caused by a recall or take-back campaign carried out for the purposes of avoiding personal or material damage resulting from defects in the delivery item or services/works rendered.

B.13.11 The supplier shall indemnify BENTLAGE against third-party claims resulting from defects of title to the extent that the supplier is responsible for the defects.

B.14 Handling of items owned by BENTLAGE

B.14.1 The supplier shall treat with special care all items that come into its possession for the performance of services, order production or for other reasons associated with the business relationship.

B.14.2 The supplier is obligated to insure all items belonging to BENTLAGE that are in its possession, at their original value and at its own expense, by taking out a property insurance policy

which is as comprehensive as possible in terms of its scope (all-risk coverage, extended coverage).

B.14.3 The supplier shall assign the claims for damages from this insurance to BENTLAGE. BENTLAGE hereby accepts the assignment.

B.14.4 The supplier is obliged to carry out any necessary maintenance and inspection work as well as all servicing and repair work on the items left under its care in good time and at its own expense.

B.15 Rights over supply materials

B.15.1 Supply materials for order production which are provided, planned or paid for by BENTLAGE, shall remain or become the property of BENTLAGE. This shall also apply to production resources and raw materials.

B.15.2 Contractually agreed processing or transformation of the supply materials provided by the supplier shall always be carried out for BENTLAGE. If the supply materials are processed, combined or mixed with other items that do not belong to BENTLAGE, BENTLAGE shall acquire joint ownership of the new product in the ratio of the value of the supply materials to the other items at the time of processing, combining or mixing. If processing, combining or mixing takes place in such a manner that the supplier's property should be regarded as the primary item, BENTLAGE shall transfer joint ownership to the supplier on a proportionate basis.

This rule shall also apply if BENTLAGE refuse acceptance due to late or defective delivery, or if BENTLAGE has to refrain from further orders.

B.15.3 The reservation of ownership of the supplied goods and the contractual goods serves exclusively to safeguard the interests of BENTLAGE and does not affect the contractual assumption of risk with regard to the accidental loss of the contract goods or of the supply materials in the supplier's possession. Insofar as supply materials or goods are within its sphere of influence, the supplier shall bear this risk. The passing of risk is governed by Section B.8.

B.15.4 If the security interests to which BENTLAGE is entitled exceed the purchase price of all unpaid reserved goods by more than 15%, BENTLAGE shall release a corresponding portion of the security rights at the request of the supplier.

B.15.5 BENTLAGE does not recognise any extension or expansion of reservation of ownership going beyond the supplier's simple reservation of ownership to the unprocessed supplier product stored with BENTLAGE, in particular after processing, combination or mixing with other items or after sale of the supplier product.

B.15.6 If items belonging to BENTLAGE are seized by third parties, the supplier is obliged to inform BENTLAGE of this immediately and in writing. In the event of a seizure, the supplier must bring to the attention of the executing authority to the ownership of the property.

B.15.7 The supplier is obliged to check the supply materials for obvious defects, such as identity, quantity and transport damage, at the time of handover, and to report any defects to BENTLAGE without delay. Defects in the delivered goods discovered during processing must be reported to BENTLAGE immediately upon discovery of the defect.

B.15.8 Supply materials which do not have the properties agreed or normally expected by the parties may not be used by the supplier; in particular such goods may not be (further) processed or treated as raw materials. Any additional expenses which become necessary during the use of the supply materials due to variations within the meaning of point 1 (e.g. testing, sorting and processing work), may be invoiced to BENTLAGE only after obtaining prior written consent relating to these additional expenses.

B.15.9 The supplier is obliged to use the supply materials exclusively for the production of the contract products ordered by BENTLAGE. Supply materials may not be used for deliveries to or production for third parties and may not be duplicated, sold, assigned as security, pledged or passed on in any other way. The same applies to delivery items manufactured with the aid of or by processing the supply materials.

B.16 Confidentiality

B.16.1 The contracting parties are obliged to treat all aspects of their business relationship with confidentiality. In particular,

they will treat as trade secrets all commercial and technical information which is not in the public domain, and which becomes known to them in the course of the business relationship. The duty of confidentiality does not apply to information or aspects of the business relationship that were already public knowledge at the time of disclosure or to information or aspects of the business relationship that were demonstrably known to the other contracting party prior to disclosure of the information.

B.16.2 All information concerning the business relationship with BENTLAGE is not intended for third parties. BENTLAGE orders may only be partially disclosed to third parties with the prior written consent of BENTLAGE; the supplier shall also oblige the third parties to maintain confidentiality within the framework of a similar agreement.

B.16.3 Furthermore, the supplier is obliged not to use customer-related information which it obtains in the course of the business relationship with BENTLAGE for its own personal benefit or for the benefit of third parties, in order to make business contact with the corresponding customer or to establish business contact on the initiative of the corresponding customer. This obligation for the protection of the customer refers to goods and services in the area of the production and the sale of stickers, markings and decorations as well as the respective specific object of the contract.

This concretisation of contractual trust as well as the consideration obligations for the purposes of protecting BENTLAGE customer information shall not affect the supplier's ability to maintain business contact with the customer in other areas and shall not apply insofar as the supplier already had a business relationship with the respective customer prior to the information in question being communicated by BENTLAGE.

This obligation shall remain binding for 18 months after expiry of the business relationship.

B.16.4 Products which correspond to BENTLAGE's order and are not intended for a general specification but for a specific application, may not be delivered to third parties.

B.16.5 The supplier shall adequately ensure that the employees, freelancers and subcontractors consulted by it in execution of the respective contract also observe this confidentiality obligation.

B.17 Quality management

B.17.1 Suppliers of BENTLAGE undertake to operate a management system which ensures the functionality of the supplier's processes, while aiming to ensure the contractual and, in particular, qualitative demands on the goods.

B.17.2 Suppliers of raw materials, production resources, merchandise and primary products must operate a quality management system which meets the requirements of DIN ISO 9001:2015. BENTLAGE and the supplier shall conclude a separate quality assurance agreement concerning the requirements on the supplier with respect to the quality of the goods and services, as well as the supplier's quality management system.

B.17.3 The supplier of raw materials, merchandise and primary products is not permitted to transfer production or individual production processes to third parties without the consent of BENTLAGE. The supplier pledges to inform the other party of the value-addition steps which it will undertake during production, as well as those which it will secure by engaging the services of subcontractors. The contracting parties will define the level of information required for these notifications in a separate quality assurance agreement.

In case of unauthorised transfer of production, BENTLAGE is entitled to withdraw from the contract and to claim damages.

B.18 Environmental management

B.18.1 The supplier must use the necessary resources efficiently in the provision of services and when carrying out the relevant planning, and endeavour to minimise environmental pollution, especially with regard to waste, wastewater, air and noise pollution. To this end, it must introduce and maintain an appropriate environmental management system based on DIN ISO 14001:2015.

B.18.2 Suppliers of merchandise and primary products shall provide BENTLAGE with all environmental data collected by them with regard to the deliveries. If possible, the contracting parties shall define the key figures to be communicated by the supplier in a separate quality assurance agreement.

B.19 Insurance cover

B.19.1 The supplier is obliged to maintain company and product liability insurance (ProdHV) as well as general product recall cost insurance with cover in the appropriate amount. In the event that BENTLAGE does not consider the insurance cover appropriate, the parties will seek an amicable solution.

B.19.2 The scope of the product liability insurance (ProdHV) must extend to the forms of coverage of "extended product liability insurance" in line with the standard policy conditions of the German Insurance Association (GDV) – earliest version August 2008 (ProdHV). The insurance must cover the following in particular: Personal and material damages due to the absence of agreed characteristics of the delivery products according to Section 4.1 ProdHV, combining, mixing and processing of the delivery products according to Section 4.2 ProdHV, further processing and treatment according to Section 4.3 ProdHV, dismantling and assembly costs according to Section 4.4 ProdHV, production of rejects by machines according to Section 4.5 ProdHV, as well as testing and sorting costs according to Section 4.6 ProdHV.

B.19.3 The cover must also extend to damages incurred abroad.

B.19.4 The supplier must submit the regulations for modifying testing and complaint obligations, the regulations regarding the extension of the legal limitation period as well as the regulation regarding exemption from claims of third parties contained within these GTCP to its business and product liability insurer within the context of its business and product liability insurance and for confirmation that the cover in this insurance policy is not prejudiced.

B.19.5 The supplier shall arrange for co-insurance of the recall costs with its insurer, in accordance with Section B.19.1 of these GTCP, as an addition to its business and product liability insurance.

B.19.6 The supplier shall provide BENTLAGE with the confirmation of the insurer regarding the aforementioned scope of coverage (Certificate of Insurance) at the latest with the first delivery of goods or services.

B.20 Social responsibility

BENTLAGE considers it an important obligation on its part to demonstrate its responsibility to its employees and to society through its entrepreneurial activities. Compliance with the principles set out in the BENTLAGE Supplier Code of Conduct is therefore of special importance. It is prerequisite for collaboration with supplier.