

1 General – Scope

These General Terms and Conditions of Purchase (hereinafter “T&Cs”) of Hoenle Adhesives GmbH, 61449 Steinbach (Taunus) (hereinafter “Hoenle”), apply to all purchases of goods and services made by Hoenle. Hoenle does not recognize any terms and conditions of the Supplier that conflict with or deviate from these Terms and Conditions of Purchase, unless Hoenle has expressly agreed to their validity in writing. These T&Cs shall also apply if Hoenle accepts the Supplier’s delivery without reservation despite being aware of terms and conditions of the Supplier that conflict with or deviate from these T&Cs.

2 Offer – Offer Documents

- 2.1 If the Supplier does not accept an order from Hoenle within 14 calendar days of its receipt, Hoenle is entitled to withdraw the order.
- 2.2 Cost estimates are binding and free of charge, unless otherwise agreed in writing.
- 2.3 Hoenle retains ownership and copyright to all illustrations, drawings, calculations, and other documents that are provided to the Supplier or created according to Hoenle’s specifications; they may only be reproduced or sold, transferred as security, pledged, passed on to third parties, or used for third parties with Hoenle’s prior written consent. They are to be used exclusively for manufacturing based on Hoenle’s order; after completion of the order, they must be returned to Hoenle without being requested to do so. They must be kept confidential with respect to third parties as set out in Section 14 of these T&Cs.

3 Prices – Terms of Payment

- 3.1 The price stated in the offer and confirmed in the order is a fixed price.
- 3.2 Invoices can only be processed by Hoenle if they — in accordance with the requirements in Hoenle’s order — indicate the order number specified there and show the statutory value-added tax separately; the Supplier is responsible for all consequences arising from non-compliance with this obligation.
- 3.3 Unless otherwise agreed in writing, Hoenle shall pay the remuneration within 14 days from delivery and receipt of the invoice with a 3% discount, or within 30 days of receipt of the invoice net. Payment is made subject to invoice verification.
- 3.4 Hoenle is entitled to rights of set-off and retention to the extent permitted by law.

4 Execution of the Order – Responsibility of the Supplier

- 4.1 For domestic deliveries, CIP (Incoterms 2020) shall apply, and for deliveries from abroad, DAP (Incoterms 2020) shall apply. The Supplier is obliged to state Hoenle’s exact order number on all shipping documents and delivery notes; if the Supplier fails to do so, Hoenle shall not be responsible for any resulting processing delays.
- 4.2 The Supplier is responsible to Hoenle for the commissioned service in all process steps and with regard to all components of the service, regardless of whether third parties have been engaged to perform the services. The Supplier shall comply with all legal regulations applicable at the time of delivery and at the location to which the goods are to be delivered in accordance with the order.
- 4.3 The Supplier shall check any documents provided and any materials to be supplied for accuracy, as well as, if applicable, the execution of preliminary work by third parties. The Supplier must immediately notify Hoenle in writing of any concerns, stating the reasons, and seek an agreement on how to proceed with the work.
- 4.4 The Supplier undertakes to supply Hoenle and its group companies only with products that do not contain conflict minerals within the meaning of the applicable version of the Dodd-Frank Act.
- 4.5 The Supplier assures that it complies with all foreign trade, export control, and dangerous goods regulations (including, but not limited to, the EU Dual-Use Regulation, ADR/RID/IMDG, ICAO/IATA) and shall indemnify Hoenle against any claims by third parties in this regard. The Supplier is obligated, upon request, to promptly confirm in writing to Hoenle—or, if the supply relationship is with a Hoenle group company, to the respective group company—that it complies with this provision, in both the local language and English, and, if required, to provide a corresponding declaration regarding the raw materials used and their origin, disclosing the entire supply chain.
- 4.6 The Supplier is obliged to send Hoenle up-to-date safety data sheets without being asked and to ensure clear labeling, transport classification, and batch traceability. As a primary contractual obligation, the Supplier guarantees complete SDS compliance (in accordance with EU 2020/878), batch traceability, and GHS conformity.
- 4.7 Any materials to be provided by Hoenle must be requested by the Supplier in a timely manner and in such quantities as to ensure proper execution of the order.
- 4.8 In the course of order fulfillment, the Supplier shall, without additional remuneration, take all measures deemed necessary to achieve the intended contractual purpose, even if such measures are not explicitly mentioned in the order. This specifically includes the procurement of all required equipment, auxiliary materials, and facilities.
- 4.9 The Supplier assures that the supply of spare parts for machines and equipment ordered by Hoenle will be guaranteed for a period of ten years from the date of acceptance.
- 4.10 The Supplier shall document all inspections carried out in the course of order fulfillment, ensuring a clear association with the respective deliveries/services to Hoenle. The documentation must be retained for up to five years after acceptance and made available to Hoenle upon request.
- 4.11 The Supplier may only award subcontracts with Hoenle’s prior written consent.

5 Changes – Amendments

- 5.1 If the Supplier owes Hoenle a work performance or delivery of goods, Hoenle may, at any time prior to acceptance, request changes or amendments to the order at its reasonable discretion, taking into account the interests of the Supplier. The Supplier is obliged to propose to Hoenle any changes that it considers necessary or appropriate for the successful fulfillment of the contract. Upon Hoenle’s written approval, the Supplier shall implement these changes without delay.
- 5.2 If a change results in an increase or decrease in costs and/or a delay in time schedule, the Supplier is obliged to notify Hoenle of this at the same time as submitting its proposed change or immediately upon receipt of Hoenle’s change request, and to provide a corresponding supplementary offer. The change shall be carried out on the basis of a written agreement specifying the compensation for any additional costs or the consideration of any cost reductions, as well as the revised time schedule.
- 5.3 If a change alters the basis of remuneration for the contractual services or a part of the Supplier’s performance, the remuneration may be adjusted accordingly by joint agreement, taking into account any increase or decrease in costs.
- 5.4 If a change requires the Supplier to perform services not provided for in the contract, the Supplier shall be entitled to additional remuneration, provided that this is agreed upon before the additional services are carried out. The additional remuneration shall be determined based on the principles used to calculate the price for the contractual services and the specific costs of the additional services required.

6 Delivery Time – Force Majeure

- 6.1 The delivery time specified in the order is binding. The Supplier shall perform the services in such a manner that the delivery is complete and free from defects within the agreed deadlines.
- 6.2 The Supplier is obliged to notify Hoenle immediately in writing if circumstances arise, or become apparent to it, from which it can be

inferred that the agreed delivery time cannot be met. The notification must include the cause, the expected duration, and the countermeasures taken or planned by the Supplier.

- 6.3 The Supplier shall give highest priority to Hoenle in the event of delivery bottlenecks and to maintain stocks at a customary level to ensure continued supply capability.
- 6.4 In the event of a delay in delivery, Hoenle shall, in addition to its statutory rights, be entitled to a contractual penalty of 0.5% of the net order value for each commenced week, up to a maximum of 5% of the net order value. In particular, Hoenle shall be entitled, after the fruitless expiry of a reasonable period, to withdraw from the contract instead of accepting the performance and to claim damages. If Hoenle claims damages, the Supplier shall have the right to demonstrate that it is not responsible for the breach of duty. The contractual penalty shall be credited against any claim for damages.
- 6.5 Unconditional acceptance of a delayed delivery or performance shall not constitute a waiver of Hoenle's claims for damages due to the late delivery or performance; this applies until full payment of the remuneration owed by Hoenle for the affected delivery or performance.
- 6.6 In the event of force majeure, such as labor disputes, strikes, lockouts, war, warlike situations, civil unrest, unavoidable operational disruptions, governmental measures, import and export bans, shortages of energy or raw materials, weather-related disruptions of any kind, and other unavoidable events, the Supplier shall take reasonable measures to maintain deliveries and shall immediately inform Hoenle of alternative sources of supply. If the Supplier is unable to maintain deliveries due to force majeure, Hoenle shall, without prejudice to other rights, be entitled to withdraw from the contract in whole or in part, provided that the force majeure event is not of insignificant duration or does not result in a substantial reduction in Hoenle's requirements.

7 Acceptance

- 7.1 If the Supplier owes a work performance or delivery of goods, formal acceptance is required. A formal acceptance protocol shall be prepared documenting the acceptance.
- 7.2 Any presumption of acceptance – including statutory presumptions – is excluded, to the extent legally permissible.

8 Claims for Defects – Recourse

- 8.1 Hoenle shall notify the Supplier of any defects in the delivery as soon as they are detected in the course of ordinary business operations. In this respect, the Supplier waives the objection of late defect notification.
- 8.2 The statutory provisions regarding material and legal defects shall apply, unless otherwise stipulated below.
- 8.3 In any case, Hoenle shall be entitled to first demand free rectification of defects or delivery of defect-free items. If the Supplier is in default with the subsequent performance, Hoenle may remedy the defect itself and claim reimbursement for the necessary expenses.
- 8.4 A defect notification by Hoenle interrupts the warranty period with respect to the defective part of the delivery. After the corresponding defect has been remedied, the warranty period for the respective part of the delivery shall begin anew.
- 8.5 If Hoenle incurs costs as a result of a defective delivery of the contractual item, in particular transport, travel, labor, or material costs, or costs for incoming inspections exceeding the usual scope, the Supplier shall bear these costs.
- 8.6 If Hoenle has to take back products manufactured and/or sold by Hoenle due to defects in the contractual item supplied by the Supplier, or if Hoenle's purchase price was reduced or Hoenle was otherwise held liable as a result, Hoenle reserves the right of recourse against the Supplier. In this case, no additional notice period is required for Hoenle's claims for defects.
- 8.7 Hoenle shall be entitled to claim reimbursement from the Supplier for expenses incurred in relation to its customers, if the customer has a claim against Hoenle for reimbursement of expenses necessary for subsequent performance, in particular transport, travel, labor, and material costs.
- 8.8 Statutory limitation shall, in the cases governed by Sections 8.6 and 8.7 of these T&CS, commence no earlier than two months after Hoenle has satisfied the claims made against it by its customers, but no later than five years after delivery by the Supplier.
- 8.9 If a material defect becomes apparent within 24 months of the transfer of risk, it shall be presumed that the defect already existed at the time of the transfer of risk, unless this presumption is incompatible with the nature of the item or the defect.

9 Product Liability – Indemnification – Liability Insurance

- 9.1 In the event that Hoenle is held liable under product liability, the Supplier shall indemnify Hoenle against such claims, provided that and to the extent the damage was caused by a defect in the contractual item supplied by the Supplier. If the cause of the damage lies within the Supplier's area of responsibility, the Supplier shall bear the burden of proof.
- 9.2 Within the scope of its liability for damages as set out in Section 9.1, the Supplier shall also reimburse any expenses arising from or in connection with a recall action carried out by Hoenle. Hoenle shall, to the extent possible and reasonable, inform the Supplier of the content and scope of the recall measures to be undertaken and provide the Supplier an opportunity to comment. Other statutory claims shall remain unaffected.
- 9.3 The Supplier undertakes, for the duration of this contract and for a period of at least five (5) years after the last delivery, to maintain adequate business and product liability insurance (including environmental liability and environmental damage risks). The insurance must provide a minimum coverage of EUR 10 million per claim for personal injury, property, and financial loss.
- 9.4 The insurance shall specifically, but not exclusively, cover the following risks: recall costs, inspection, installation and removal costs, and environmental damage. The Supplier is obliged to provide Hoenle, upon request, with written confirmation of coverage from its insurer. Any changes or cancellations of the insurance policy must be communicated to Hoenle immediately.

10 Intellectual Property and Usage Rights

- 10.1 The Supplier shall ensure that the goods or work results provided by him are free from third-party intellectual property rights that would exclude or restrict their use by Hoenle, or that the Supplier has the authority to further transfer the corresponding usage rights.
- 10.2 The Supplier shall indemnify Hoenle against all claims by third parties, including involved copyright holders, arising from the use of the goods or work results provided by the Supplier. This does not apply to the extent that the Supplier neither knew nor could have known of the existence of third-party rights. The Supplier shall, where possible, conduct any necessary legal disputes in his own name and at his own expense. This shall not affect Hoenle's right to claim damages or to withdraw from the contract in accordance with statutory provisions.
- 10.3 All copyright usage rights, industrial property rights, and similar rights arising in connection with the goods rendered under the contract, as well as all other written, machine-readable, and otherwise created work results within the scope of this contract, shall, without further conditions or additional remuneration, transfer to Hoenle upon their creation. These rights shall be unrestricted and exclusive to Hoenle in terms of location, time, and content, and may be expanded, transferred, revised, adapted, modified, reproduced, or published by Hoenle without the Supplier's consent.
- 10.4 The use of the contractual item by Hoenle shall be free of charge. Hoenle shall be granted the right to file patents for patentable

development results.

11 Retention of Title – Supplied Materials – Tools

- 11.1 If Hoenle supplies parts to the Supplier, Hoenle retains ownership of these parts. Any processing or transformation by the Supplier shall be carried out on behalf of Hoenle. If Hoenle's reserved goods are processed together with other items not owned by Hoenle, Hoenle shall acquire co-ownership of the new item in proportion to the value of Hoenle's goods (purchase price plus VAT) relative to the other processed items at the time of processing.
- 11.2 If the item supplied by Hoenle is inseparably mixed with other items not owned by Hoenle, Hoenle shall acquire co-ownership of the new item in proportion to the value of the reserved goods (purchase price plus VAT) relative to the other mixed items at the time of mixing. If the mixing is such that the Supplier's item is considered the principal item, it is agreed that the Supplier shall transfer proportional co-ownership to Hoenle; the Supplier shall hold sole or co-ownership on behalf of Hoenle.
- 11.3 Ownership of tools supplied by Hoenle, or whose manufacturing and/or procurement costs are borne by Hoenle, shall remain with Hoenle. The Supplier is obliged to use these tools exclusively for the production of goods ordered by Hoenle. The Supplier must insure Hoenle-owned tools at replacement value against fire, water, and theft at its own cost. At the same time, the Supplier hereby assigns to Hoenle all claims under this insurance; Hoenle accepts this assignment. The Supplier is obliged to perform all necessary maintenance, inspections, and any repair work on Hoenle's tools at its own expense in a timely manner. Any malfunctions must be reported to Hoenle immediately; failure to do so does not affect Hoenle's right to claim damages.
- 11.4 To the extent that the security rights to which Hoenle is entitled under Sections 11.1 and/or 11.2 exceed the purchase price of all reserved goods by more than 10%, Hoenle shall, at the Supplier's request, be obliged to release the security rights at its discretion to the extent they exceed the 10% threshold.

12 Environment

- 12.1 All products delivered by the Supplier to Hoenle or any of its affiliated companies shall fully comply with the requirements of the Act on the Placement on the Market, Return, and Environmentally Sound Disposal of Electrical and Electronic Equipment ("ElektroG") in its currently applicable version, and shall not contain substances in concentrations or applications whose placement on the market has been prohibited under the ElektroG since July 1, 2006, in its currently applicable version. The Supplier shall immediately inform Hoenle of any changes in the concentration or application of the products. The Supplier shall indemnify Hoenle and its affiliated companies against any claims by third parties arising from a breach of the foregoing provisions. This indemnification also includes claims against Hoenle and its affiliated companies resulting from penalties or regulatory offenses.
- 12.2 The Supplier shall register the chemical substances contained in the deliveries in accordance with the applicable laws of the respective market (e.g., EU Regulation EC/1907/2006, "REACH") and, if required, obtain approval or notification. If a chemical substance is imported into the EU, the Supplier shall assume responsibility for all of the aforementioned obligations and associated costs. Furthermore, the Supplier shall, upon request, promptly provide all information regarding the deliveries and their constituents, even after delivery, and issue confirmations necessary for Hoenle to fully and timely comply with its statutory information obligations (e.g., under REACH Art. 33).
- 12.3 The Supplier shall ensure through appropriate contractual arrangements with its subcontractors that the provisions contained in this Section 12 of these T&Cs are adhered to.

13 Social Responsibility

- 13.1 The Supplier is obliged to adhere to the principles of the UN Global Compact Initiative. These principles primarily concern the protection of international human rights, the right to collective bargaining, the prohibition of forced and child labor, the prohibition of discrimination in hiring and employment, environmental responsibility, and the prevention of corruption. Further information on the UN Global Compact Initiative can be found at www.unglobalcompact.org.
- 13.2 It is the Supplier's responsibility to ensure that all subcontractors and suppliers of the Supplier are contractually obligated to comply with the provisions set forth in this Section 13 of the T&Cs.

14 Confidentiality

- 14.1 The Supplier shall treat all information obtained from Hoenle as confidential and shall not make it accessible to third parties. The obligation of confidentiality shall continue to apply – regardless of the conclusion of a contract or not – for an indefinite period; it shall expire only when and to the extent that the manufacturing knowledge contained in the provided illustrations, drawings, calculations, and other documents has become publicly known.
- 14.2 The exchange of information, as well as the provision of data, drawings, samples, etc., regardless of whether intellectual property rights exist or not, shall not, under any circumstances, grant any rights or options to patents, patent applications, designs, utility models, trademarks, ownership, licenses, reproduction, usage, naming, or other rights.
- 14.3 The Supplier is not permitted to commercially exploit or replicate Hoenle's information outside the scope of the contract, whether directly or through third parties (in particular by "reverse engineering"), nor shall the Supplier register industrial property rights—especially trademarks, designs, patents, or utility models—based on such information.

15 Set-off

- 15.1 The Supplier shall only be entitled to set off claims against Hoenle or to exercise a right of retention if its claim is undisputed or its counterclaim has been legally established.
- 15.2 Hoenle is entitled to set off against due and not yet due claims, including future claims, which Hoenle or a Hoenle Group company holds against the Supplier, or which the Supplier has against any of the aforementioned companies. Upon request, the Supplier shall be provided with information on the status of such claims as necessary.

16 Audit

Hoenle or third parties commissioned by Hoenle are entitled, after reasonable prior notice, to conduct audits for quality assurance or compliance at the Supplier and its subcontractors.

17 Miscellaneous

- 17.1 The place of jurisdiction for all legal disputes arising directly or indirectly from contractual relationships to which these T&Cs apply shall be the registered office of Hoenle. However, Hoenle is entitled, at its discretion, to bring an action against the Supplier at the court of the Supplier's registered office, the Supplier's branch, or the court at the place of performance.
- 17.2 The law of the Federal Republic of Germany shall apply, excluding the provisions of private international law that refer to another legal

- system. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) are excluded.
- 17.3 Should one or more provisions of these T&Cs be or become wholly or partially invalid, ineffective, or unenforceable, this shall not affect the validity of the remaining provisions. In place of the wholly or partially invalid, ineffective, or unenforceable provision, the parties shall agree on the provision they would have agreed upon if, at the time of concluding these T&Cs, they had known of the complete or partial invalidity, ineffectiveness, or unenforceability of the respective provision. This also applies in the case of an unintentional gap in these T&Cs. This severability clause does not result in a mere reversal of the burden of proof but entails overall severability.
- 17.4 All agreements regarding deliveries and services concluded between Hoenle and the Supplier must be recorded in writing in the relevant contract and any supplementary agreements. Oral agreements, in particular amendments or additions to Hoenle's T&Cs—including this written form clause—as well as side agreements of any kind, shall only be effective if confirmed in writing by Hoenle.
