

SFR Umwelt GmbH & Co. KG: General Terms & Conditions

1 Scope and applicable provisions

1.1 These General Terms & Conditions (**GTC**) apply to all business relationships between SFR Umwelt GmbH & Co. KG (hereinafter referred to as **SFR**) and its suppliers and customers (hereinafter referred to collectively as **Business Partners**), but only if the Business Partner is an entrepreneur (Sect. 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

1.2 Unless expressly agreed otherwise, the version of these GTC applicable at the time of the Business Partner's contractual declaration, but in any case the version most recently communicated to the Business Partner in text form, shall also apply as a framework agreement for similar orders in the future, without SFR having to refer to them again in each individual case.

1.3 These GTC apply exclusively. Differing, conflicting or additional terms and conditions on the part of the Business Partner shall only become part of the contract if and to the extent to which SFR has expressly consented to their validity in writing. This requirement for consent shall apply in every case, even if SFR unreservedly accepts deliveries from, or performs services for, the Business Partner despite being aware of the latter's terms and conditions.

1.4 Individual arrangements made with the Business Partner in individual cases (e.g. ancillary agreements, supplements and amendments) shall always take precedence over these GTC. Unless proven otherwise, the contents of such agreements shall be governed by the declarations/confirmations issued by SFR at least in text form.

1.5 Any legally relevant declarations and notifications by the Business Partner with regard to a contract (specification of a period of time, reminder, withdrawal, etc.) must be made in writing, i.e. in written or text form (e.g. letter, email, fax). This shall not affect legal formalities and further evidential requirements, including but not limited to in cases of doubt as to the legitimacy of the declarant.

1.6 References to the validity of statutory provisions serve clarification purposes only. The statutory provisions apply even without such clarifications, insofar as these GTC do not directly amend or expressly exclude them.

2 Conclusion of the contract

2.1 Offers from SFR shall only be binding if they are expressly designated as binding and are submitted at least in text form (e.g. email). Verbal offers shall be subject to change and non-binding. Orders from SFR shall also only be binding if the submission or offer confirmation is declared in text form.

2.2 Unless otherwise stated, SFR shall be bound by binding offers for 14 days from the date of issue. If the Business Partner orders services based on a previous offer from SFR that was non-binding or was issued more than 14 days ago, this order shall be considered a binding offer by the Business Partner, which SFR in turn can accept within 14 days.

2.3 The Business Partner shall bear the costs of any offers it makes. Such offers must generally comply with the requirements and specifications set out in the relevant requests from SFR. The Business Partner must expressly point out any deviations in this regard. In cases where Sect. 48 of the German Income Tax Act (EStG) applies, a valid certificate of exemption under Sect. 48 b EStG must be submitted.

2.4 The Business Partner shall inform SFR of any obvious errors (such as spelling mistakes or calculation errors) and incomplete information in offers or orders issued by SFR, so that they can be corrected or completed. In cases of doubt, breaches of this obligation shall result in a contract being deemed not to have been concluded.

2.5 Legally relevant declarations made by the Business Partner to SFR after concluding the contract (e.g. specification of a period of time, notices of defects) must at least be made in text form in order to be effective.

2.6 SFR reserves all copyright and ownership rights to offer documents, drawings, descriptions, samples, cost estimates, etc. These may not be passed on, published, copied or otherwise made accessible

to third parties without SFR's express consent. If so requested by SFR, the Business Partner must return or erase documents and data carriers, and may not retain any copies.

3 Delivery periods and dates

3.1 The delivery periods and dates specified by SFR in orders shall be binding for the supplier. Early deliveries and services shall only be permissible with the consent of SFR. If delivery or performance dates are not specified in orders and cannot otherwise be inferred from the circumstances, performance shall be rendered without undue delay.

3.2 SFR must be informed without undue delay if circumstances arise which jeopardise timely delivery to SFR, or if such circumstances become apparent to the supplier.

3.3 If SFR is prevented from accepting deliveries for reasons for which it is not responsible, the agreed delivery and payment dates shall be postponed until the circumstances preventing acceptance for which it is not responsible cease to exist. SFR shall inform the supplier without undue delay, stating the expected duration of the circumstances preventing acceptance. If the circumstances preventing acceptance last for more than 7 days, SFR shall be entitled to withdraw from the order. Circumstances for which SFR is not responsible in this sense are circumstances which SFR cannot avert with due care reasonable under the circumstances of the case and which it cannot foresee when concluding the contract, e.g. war, sovereign activities, domestic unrest, terrorist attacks, the forces of nature, fire, strikes, lockouts, transport and operational disruptions, diseases, pandemics, and other cases of force majeure.

3.4 Delivery and performance dates indicated by SFR to customers shall only be binding if they are expressly designated or agreed as binding.

3.5 If binding performance periods have been agreed with customers and these cannot be observed for reasons for which SFR is not responsible (unavailability of performance), SFR shall inform the customer of this without undue delay, notifying it of the expected new period. If performance is not available during the new period either, SFR shall be entitled to either withdraw in part or fully from the contract, or to postpone performance for the duration of the hindrance. In the event of withdrawal, any (partial) payments already made shall be refunded to the Business Partner without undue delay. In this respect, cases of unavailability of performance include in particular the non-timely supply of goods to SFR by suppliers, if SFR has concluded a congruent hedging transaction, neither SFR nor the supplier is at fault and SFR is not obliged to procure the goods in the individual case, and all cases of force majeure.

3.6 If the performance period is postponed in accordance with the above provisions or if SFR is released from its obligation, the Business Partner shall not be entitled to derive any claims for damages from this.

4 Delayed delivery

4.1 If the supplier falls behind with deliveries, SFR shall be entitled to impose a contractual penalty amounting to 1% of the net order value per completed calendar week, but no more than 5% of the net order value, of the services performed late.

4.2 In the case of construction work and other works and installation services, if the supplier fails to meet the contractually agreed completion date for rendering such services, the parties agree that a contractual penalty of 0.25% of the net wage due per working day shall apply. The contractual penalty is limited to 5% of the agreed net wage due.

4.3 The contractual penalty may be imposed in addition to the performance and as the minimum amount of damages owed by the supplier under the statutory provisions; this does not affect any claims for further damages.

4.4 If the originally agreed delivery period is exceeded by more than two months for reasons for which SFR is not responsible, the customer shall be entitled to withdraw with regard to the non-fulfilled part of

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the contract. In order to exercise this right, it must notify SFR in writing of its intention to withdraw at least 14 days in advance. This withdrawal shall not apply if delivery occurs during this period.

4.5 This does not affect statutory rights of withdrawal in cases where SFR is to blame for the performance period having been exceeded. Any default on the part of SFR shall be subject to the statutory provisions, although in every case the Business Partner must first submit a reminder setting an appropriate deadline.

5 Delivery and performance, passing of risk

5.1 In the case of orders placed by SFR with suppliers, delivery and the passing of risk shall be on a delivered duty paid basis (DDP) in the sense of the International Commercial Terms (INCOTERMS) as amended. The place of delivery shall be the destination specified by SFR in its order; if no such destination is specified, it shall be SFR's premises in Naunhof. The destination shall also be the place of performance.

5.2 Unless otherwise agreed, SFR shall perform contracts for customers on an ex works (EXW) basis in the sense of the INCOTERMS. If special requirements apply to the packaging of goods, these must be communicated by the customer before conclusion of the contract. If, at the customer's request, SFR provides services which are not owed under the INCOTERMS EXW rule, the customer shall assume any expenses and risk associated with this. If shipment is delayed or not carried out at the request or due to the fault of the customer, the passing of risk shall occur when notification is sent out that the goods are ready for shipment.

5.3 Imported goods must be delivered with duty already paid. If requested by SFR, the supplier shall, at its own expense, provide a supplier's declaration for the products supplied, which shall include all the necessary information and comply with the requirements of Regulation (EC) No. 1207/2001.

5.4 If acceptance has been arranged for deliveries from suppliers, then the passing of risk will depend on this acceptance; the statutory provisions on contracts to produce a work (German *Werkvertragsrecht*) shall also apply here. Any work performed shall generally be subject to acceptance.

5.5 All documents relating to an order or delivery must specify SFR's order and reference numbers. All shipping documents must properly contain the information demanded by SFR, including but not limited to the order number, delivery note numbers, consignment numbers, order item and, if available, quantity per item. The Business Partner shall be liable for any costs incurred as a result of failure to comply with these requirements.

5.6 With respect to quantities, weights and dimensions of deliveries, unless proven otherwise the values recorded by SFR when checking the delivery or shipment shall be deemed decisive. Deliveries to SFR must include a delivery note with the date (issue and shipment), the contents of the delivery (article number and quantity) and SFR's order reference (date and number). SFR shall not be responsible for processing and payment delays caused by missing or incomplete delivery notes. A dispatch note with the same contents must also be sent to SFR separately from the delivery note.

5.7 If the customer is in default of acceptance, SFR shall be entitled to demand compensation for the damage it incurs as a result. SFR can then store the goods at the customer's expense and demand reasonable storage costs, even if the storage occurs in its own warehouse. In such cases, SFR shall charge a lump sum of €500 per HGV for the initial removal and 0.50 euros per day and tonne, beginning on the agreed delivery date or – in the absence of a delivery date – when notification is sent out that the goods are ready for shipment. This shall not affect the option of proving that the actual damage was higher or statutory claims (including but not limited to reimbursement of additional expenses, reasonable compensation, termination); any further claims shall however be offset against the lump sum. The customer shall be free to prove that SFR has incurred no damages, or significantly lower damages.

5.8 If SFR uses pallets for transportation purposes, the Buyer shall be obliged to exchange these for the same number of pallets, of the same quality, from its own stock. It shall otherwise be required to pay damages.

6 Defects and obligation to submit complaints

6.1 The statutory provisions apply to the commercial obligation to examine the goods and submit any complaints (Sections 377, 381 of the German Commercial Code (HGB)), with the proviso that SFR's obligation to examine the goods is limited to defects which come to light when SFR visually inspects the incoming goods, including the shipping documents, and to quality inspections carried out by SFR in the form of spot checks (e.g. damage in transit, incorrect and short deliveries).

6.2 The supplier shall waive the right to claim that a complaint was made late if it is notified of any defects discovered in the manner specified without undue delay, or of any undiscovered defects without undue delay after they are discovered. If acceptance has been agreed upon, the obligation to examine the goods shall not apply. Otherwise, it depends on how feasible it is to perform an examination in the normal course of business given the circumstances of the particular case.

6.3 In all instances, SFR's notice of defect shall be considered to have been effected without undue delay and therefore in a timely manner if the supplier receives it within 10 working days.

6.4 The costs incurred by the supplier for the purpose of examination and rectification (including any dismantling and installation costs) will be borne by the supplier, even if it is found that there was no defect to begin with.

6.5 In the event that SFR has chosen a replacement delivery or remedial measures in order to remedy the defect, the statutory warranty periods for the replaced or repaired parts shall recommence from when the replacement delivery is received or the defect is remedied. SFR reserves the right to assert further claims for damages incurred in connection with an unsatisfactory delivery.

7 Pricing and payment terms

7.1 Prices stated by the parties are in EUROS and include statutory value added tax, unless this is shown separately. Section 13 b of the German Turnover Tax Act (UStG) must be observed.

7.2 Prices stated in orders from SFR shall be fixed prices and binding.

7.3 Unless otherwise stated, the prices indicated by the supplier shall include all services and ancillary services to be provided by the supplier (e.g. assembly, installation) as well as all other charges (e.g. proper packaging, transportation costs including any transport and liability insurance). If requested by SFR, the supplier must take back any packaging materials free of charge.

7.4 Services rendered by suppliers shall be due for payment within 30 calendar days of complete delivery/performance (including acceptance where agreed) and upon receipt of a proper and verifiable invoice. Invoice documents must be complete, comply with the statutory requirements, and be submitted in the agreed form. If no form is agreed, the documents must be submitted in paper form. If available, the invoice must contain SFR's order number. If the supplier owes accompanying documents (export documents, quality certificates, etc.), the delivery/performance shall generally not be considered complete until these documents have also been handed over. For deliveries/performances rendered from within an EU Member State outside of Germany, the supplier's EU VAT identification number must be specified.

7.5 If SFR pays invoices within 8 calendar days of receipt of the invoice, the supplier shall grant a 3% discount on the net amount; if payment occurs within 14 calendar days, the supplier shall grant a 2% discount. In the event of default of payment, SFR shall owe default interest equivalent to 5 percentage points above the base interest rate in accordance with Sect. 247 BGB.

7.6 Unless otherwise agreed, the Business Partner shall pay invoices from SFR within 14 calendar days of the date of issue by transfer to the

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account specified in the invoice. Invoices for recurring services shall be due at the intervals indicated in the invoice.

7.7 Once the payment deadline specified in Section 7.6 or agreed in the individual case has passed, the Business Partner shall be in default, without the need for any further demand for payment or a reminder. In the event of default of payment, SFR shall be entitled to demand default interest at the statutory rate. This does not affect any claims for further damages.

7.8 SFR shall be entitled at any time to carry out a delivery in whole or in part only in return for advance payment. SFR must point out any such condition no later than when confirming the order.

7.9 If partial or instalment payments have been agreed with customers, the entire amount covered will become due if the customer is delayed by more than 10 days in settling a partial payment.

7.10 If there are more than 4 months between conclusion of the contract with a customer and the agreed or actual delivery date and SFR is not responsible for this, SFR shall be entitled to adjust the price, if its own costs rise by more than 5%, including but not limited to as a result of increases in material prices or transport costs and wage increases. If the price rises by more than 10%, the customer shall be entitled to withdraw from the contract. This does not apply if a fixed price agreement has been expressly concluded for the period in question.

7.11 If, after the contract has been concluded, public levies and charges (e.g. duties, import and export charges) are introduced or increased, SFR shall be entitled to add such additional costs to the price agreed with the customer.

8 Product liability, product recall

8.1 If a customer or third party makes a claim against SFR due to product liability, the supplier shall be required to indemnify SFR against such claims, if and to the extent to which the damage was caused by defects in a product delivered by the supplier. The supplier shall bear all costs and expenses in such cases, including legal fees.

8.2 As part of its obligation to indemnify, the supplier must reimburse SFR for any expenses pursuant to Sect. 683, 670 BGB which arise from or in connection with third-party claims, including recalls carried out by SFR. As far as possible and reasonable, SFR shall notify the supplier of the nature and scope of any recall action and provide it with an opportunity to respond. This will not affect any further legal claims.

9 Acceptance and warranty in the case of works

9.1 Works and deliveries (Sect. 651 BGB) which do not involve merely supplying non-fungible goods (without assembly or installation), shall be subject to formal acceptance in any case. To this end, the supplier shall notify SFR that the work produced is ready for acceptance.

9.2 By derogation of Section 438 Para. 1 No. 3 BGB, the general limitation period for claims for defects is 3 years from the passing of risk. The limitation period shall begin after acceptance. The warranty period is 5 years in the case of a building and in the case of a work whose result consists in the rendering of planning or monitoring services for this purpose. The respective warranty period shall be extended by the period of operational interruption which is required as a result of subsequent improvement work or replacement deliveries.

9.3 SFR shall be entitled to assert statutory claims for defects in full. By derogation of Section 442 Para. 1 Sentence 2 BGB, claims for defects shall also exist without limitation if when the contract was concluded the defect remained unknown to SFR as a result of gross negligence. At its own discretion, SFR shall be entitled to request that the supplier either remedy the defect or produce a new work. SFR expressly reserves the right to claim damages, specifically damages instead of the service.

9.4 If works have to be accepted or approved by an authority or another authorised inspection body, e.g. a trade association, before SFR can use the work, the supplier remains obliged to provide warranty in accordance with legal provisions until the authority or other authorised body issues its acceptance or approval.

10 Set-off, retention

10.1 The Business Partner shall only be entitled to exercise a right of set-off if its counterclaims are legally established by a court of law or not disputed by SFR.

10.2 The Business Partner shall not be entitled to exercise rights of retention on account of claims arising from other contractual relationships.

10.3 SFR shall be entitled to rights of set-off and retention as well as the defence of unperformed contract in accordance with the statutory provisions. The Business Partner grants SFR the right to set off existing claims against liabilities, subject to prior notice.

11 Liability

11.1 Unless otherwise determined in these GTC, including the following provisions, in the event of a breach of contractual and non-contractual obligations the parties shall be liable to each other in accordance with the statutory provisions.

11.2 As regards fault-based liability, SFR shall in principle only be liable for damages in cases of intent and gross negligence.

11.3 In the case of slight negligence, SFR shall only be liable

- a) for damage arising from injury to life, limb or health and
- b) for damage arising from the not insignificant breach of essential contractual obligations (obligations whose fulfilment makes possible the correct execution of the contract in the first place and on compliance with which the contractual partner may regularly rely); in this case, however, SFR's liability shall be limited to compensation for foreseeable damage typical of this type of contract.

11.4 The limitations or exclusions of liability described in the above paragraphs shall apply accordingly to SFR's organs, employees, legal representatives and other vicarious agents. However, provided that there is no threat to the purpose of the contract, SFR shall not be liable for gross negligence on the part of vicarious agents, provided that this does not involve fault on the part of senior vicarious agents or senior employees and provided there is no other serious negligence on the part of the organisation.

12 Suspension of contract, cancellation, termination

12.1 SFR reserves the right to request, at any time, that suppliers interrupt further execution of the order. If execution is suspended for more than three months, then the supplier must provide SFR with detailed information about the costs incurred as a result of the delay beyond the period of three months, but not about any loss of profit. The supplier shall only be entitled to claim compensation for such proven costs. In all other cases of interruption, the supplier shall not be entitled to assert any claims.

12.2 SFR reserves the right to withdraw fully or in part from the contract, even if the supplier is not at fault. In such cases, the supplier shall only be entitled to charge for all proven deliveries and services it has provided up until the withdrawal date.

13 Environmental and safety regulations

13.1 The supplier shall comply with all relevant environmental regulations and, upon request, provide SFR with a list of substances in the products it has ordered. The supplier is committed to responsible environmental management and undertakes to conduct all business in accordance and compliance with the relevant laws, standards and regulations affecting health and hygiene (BRC).

13.2 The supplier shall be liable for ensuring that the generally recognised engineering standards, and the occupational health and safety and accident prevention regulations prescribed by the legislator or by other organisations (trade associations, professional associations etc.) are complied with when providing its services. It shall only use employees who have been informed of these requirements and trained and

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instructed in the relevant industrial safety techniques and rules, and who apply them in practice.

13.3 If the Business Partner's employees are present on SFR's premises in connection with the execution of the contract, the Business Partner alone shall be responsible for ensuring that they comply with the applicable internal regulations at SFR, such as occupational health and safety, fire protection, transport, environmental protection, contractor, and hygiene guidelines, as well as all relevant statutory provisions. SFR will inform the Business Partner of the regulations that apply internally and instruct it accordingly. In the event of breaches or non-compliance, SFR shall be entitled to impose sanctions.

13.4 The supplier warrants that it fulfils the requirements of Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH"), in particular that all substances have been registered. SFR is not required to obtain approval under the REACH Regulation for any goods delivered by the supplier.

13.5 The supplier further warrants that it shall only supply products that comply with the REACH Regulation and other legal provisions on environmental and health protection, as amended. Delivered products must not contain asbestos, biocides or radioactive material.

13.6 If products to be delivered contain substances which are listed on the "Candidate list of substances of very high concern" ("SVHC list") pursuant to REACH, the supplier shall notify SFR of this in writing prior to delivery, stating the substance and its identification number (e.g. CAS) and including an up-to-date safety data sheet for the product. Delivery of these products is subject to separate written approval by SFR. This also applies if substances which are not yet listed are added to the list while deliveries are taking place. The current list can be viewed at <https://echa.europa.eu/candidate-list-table>.

13.7 The supplier shall indemnify SFR against any liability in connection with a disregard of the aforementioned regulations, or compensate SFR for all damages arising from or in connection with the disregard.

14 Non-disclosure, data protection

14.1 Trade and business secrets and other confidential information concerning SFR and its companies of which the Business Partner becomes aware during the business relationship shall be treated confidentially – even after the contract period.

14.2 The Business Partner shall be obliged to treat confidentially all personal data to which it gains access in the course of its business relationship with SFR or of which it becomes aware during the business relationship. When handling this data, all relevant legal data protection requirements, in particular those of the GDPR and the German Federal Data Protection Act (BDSG), must be observed. The Business Partner shall not process the data without authorisation and shall only disclose or make the data accessible to third parties if it is entitled or obliged to do so by law or another legal provision.

14.3 The Business Partner shall impose an appropriate confidentiality obligation on persons it employs, and on any subcontractors it engages, who need to be granted access to confidential information and/or personal data in connection with the proper performance of the contract.

15 Property rights, compliance, bribery prevention

15.1 The Business Partner is responsible for ensuring that no third-party property rights are infringed in connection with its performance. If a third party makes a claim against SFR due to such infringements, the Business Partner shall indemnify SFR against all claims and bear all costs and expenses in connection with the claim.

15.2 The Business Partner shall comply with the laws of the applicable legal system(s). In particular, it shall not engage actively or passively, directly or indirectly, in any form of bribery, violation of the fundamental rights of its employees, or child labour. It shall take responsibility

for the health and safety of its employees in the workplace, observe environmental protection laws, and promote and demand compliance with this code of conduct from its business partners to the best of its ability. In the event of a culpable, not insignificant breach of these obligations by the Business Partner, SFR shall be entitled to terminate existing contracts with the Business Partner in whole or in part with immediate effect, without prejudice to further claims. If it is possible to remedy the breach of duty, this right may only be exercised once a reasonable period of time for remedying the breach of duty has passed without success.

15.3 The Business Partner shall comply with all national laws for bribery prevention and all other laws resulting from the ratification of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

15.4 If the Business Partner or members of its management has or have been convicted of bribing public officials by a national court in the last 5 years, the Business Partner shall notify SFR of this in writing before conclusion of the contract. Should the Business Partner or members of its management be charged with bribing public officials before a national court in the course of the business relationship, the Business Partner shall inform SFR of this without undue delay. This information is necessary to meet the requirements of the OECD's recommendation on bribery prevention in relation to government export guarantees.

16 Indemnification, liability of the Business Partner for compensation

16.1 The Business Partner shall indemnify SFR internally against all possible third-party claims based on illegal or infringing acts on the part of the Business Partner or its auxiliary parties.

16.2 If SFR suffers damage because the Business Partner breaches one of its obligations under these GTC, SFR may demand compensation for the damage from the Business Partner if the latter is responsible for the breach of duty.

17 Applicable law, place of jurisdiction

17.1 These GTC and all legal relationships between SFR and the Business Partner are subject to the law of the Federal Republic of Germany, excluding uniform international law, including but not limited to the UN CISG.

17.2 The sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be SFR's registered office, provided that statutory provisions do not already prescribe a different sole place of jurisdiction. SFR shall, however, be entitled to bring an action against the Business Partner at the place of performance of its obligation to perform in accordance with these GTC or an overriding individual agreement, or at its general place of jurisdiction.