

## General Terms and Conditions of Purchase of Sandler AG

### Sec. 1 Scope of application

- a. The Purchaser's General Terms and Conditions of Purchase shall apply exclusively. They apply to all offers made and orders placed by the Purchaser. If the Seller was not aware of them at the time the contract was concluded, they shall nevertheless apply if the Seller was or ought to have been aware of them from previous business transactions.
- b. By accepting and executing an order and/or purchase order, the Seller acknowledges these General Terms and Conditions of Purchase in the version valid at the time of the order. These General Terms and Conditions can be accessed at any time on the Purchaser's website. Any conflicting and/or deviating general terms and conditions of the Seller are not recognised and shall not become part of the contract unless their validity is explicitly agreed in writing by the Purchaser at the time the contract is concluded. In this case, and in the event of a separate agreement on special conditions for specific orders, the General Terms and Conditions of Purchase shall apply in a subordinate and supplementary manner. The General Terms and Conditions of Purchase shall also apply if the Seller unconditionally executes the contract in the knowledge of conflicting conditions or conditions of the Seller that deviate from the General Terms and Conditions of Purchase. Acceptance of delivery or services from the Seller by the Purchaser does not imply agreement to the Seller's general conditions. Silence in response to an order confirmation containing contradictory declarations by the Seller shall also not constitute such consent.
- c. The General Terms and Conditions of Purchase shall apply to all future business and contracts with the Seller, even if the Purchaser does not refer to them again.
- d. The Purchaser's General Terms and Conditions of Purchase apply only to entrepreneurs within the scope of Sec. 310 of the German Civil Code (BGB). They do not apply if the order cannot be attributed to the Seller's commercial or independent professional activity (Consumers pursuant to Sec. 13 of the German Civil Code (BGB)).
- e. No verbal ancillary agreements have been made. All future amendments to this contract must be recorded in text form; this also applies to the waiver of this text form clause.

### Sec. 2 Conclusion of contract

- a. The conclusion of the contract and all agreements made between the Purchaser and the Seller for the purpose of executing this contract must be made in writing. The Seller must technically review an offer and expressly point out to the Purchaser any deviations from the enquiry documents in the offer.
- b. If the offer is made by the Purchaser, the Purchaser shall be bound by this offer for 14 days from the date of the offer.

### Sec. 3 Scope of performance

- a. The content of the performance results from the respective individual order. Documents, reports, ideas, drafts, models, samples, specifications and all other results arising during the provision of the service are part of the contractual performance.
- b. The Seller shall provide their services with the utmost care, observing the latest state of science and technology, as well as their own existing knowledge and experience or that acquired during the contract work. They guarantee compliance with statutory regulations, the agreed specifications and other requirements.
- c. The execution of the ordered deliveries and services by third parties requires the prior written consent of the Purchaser.
- d. The Seller shall prepare drawings, data and other documentation in accordance with the Purchaser's requirements, regulations and guidelines. The Seller undertakes to obtain the necessary information before commencing or executing the contractual performance.
- e. As long as the Seller has not yet fully fulfilled their obligations, the Purchaser is entitled, within the bounds of reasonableness, to demand changes to the order with regard to design, quantity and delivery time. The effects (e.g. additional or reduced costs, delivery dates, etc.) in this case are to be regulated by mutual agreement. The Purchaser may also demand changes to the delivery item after the conclusion of the contract, insofar as is objectively reasonable for the Seller. In the event of such a contractual amendment, the effects on both sides, in particular with regard to additional or reduced costs, as well as delivery dates, are to be regulated by mutual agreement.
- f. The Seller undertakes to strictly notify the Purchaser in writing without undue delay of any concerns they have regarding the manner of execution of the service/delivery desired by the Purchaser and to propose changes that they consider necessary to meet the agreed specifications or legal requirements.
- g. For specification purposes and for random checks of goods deliveries, the parameters listed below shall apply in accordance with the standards mentioned below in the respective valid version:
  - 1) Titre: DIN EN ISO 1973
  - 2) Fibre breaking force/fibre elongation: DIN EN ISO 5079
  - 3) Staple length: DIN 53808-1
  - 4) Basis weight: DIN EN ISO 9073-1
  - 5) Tensile strength: DIN EN ISO 9073-3Should the Seller's products not be tested according to the above-mentioned standards, the Seller is requested to submit proposals regarding the test standards applied by the Seller.
- h. For every delivery of hygiene fibres, the following microbiological limit values shall be deemed agreed:
  - 1) Total Viable Count (TVC) (Bacteria + Moulds + Yeasts): less than 100 CFU/g
  - 2) Total count of moulds: less than 10 CFU/g
  - 3) Total count of yeasts: less than 10 CFU/g
  - 4) Absence of pathogenic germsTest method: Latest version of the European Pharmacopoeia, Chapter 5.6, Section 2.6.12 and 2.6.13.  
Compliance with these values must be proven for each delivery in the delivery certificate (Certificate of Analysis – „COA“).
- i. Supplier declaration and safety data sheet  
A valid supplier declaration or the current safety data sheet must be submitted to the Purchaser for the ordered goods. For continuously purchased products, an updated safety data sheet is only to be sent in the event of a change.
- j. Information on delivery documents  
To ensure smooth processing, the article number, order number and supplier number, as well as the customs tariff number associated with each article, must be indicated on all papers (order confirmation, delivery note, invoice).

### Sec. 4 Delivery

- a. Delivery of the goods shall be effected by the Seller to the Purchaser „DAP Schwarzenbach/Saale“ (INCOTERMS® 2020).
- b. Unless otherwise agreed, packaging costs are included in the price. Goods are to be packed in such a way that damage during transport and loading processes is avoided. Packaging materials are to be used only to the extent necessary to achieve the purpose. Losses incurred and damage to shipments resulting from defective packaging shall be borne by the Seller. Unless otherwise agreed, the Seller shall insure the shipments against transport damage at their own expense.
- c. Every delivery day is divided into time slots. The exact delivery time must be coordinated with the Purchaser's goods receipt planning at least one day prior to delivery by calling +49-(0)9284-60-4565 and/or via email to address [DispositionWE@sandler-group.com](mailto:DispositionWE@sandler-group.com).

### Sec.: 5 Delivery date

- a. The delivery date specified in the order, which must be carefully checked by the Seller beforehand, is binding. The day of receipt of goods at the Purchaser's registered office applies as the day of delivery. If delivery takes place before the agreed delivery date, the Purchaser reserves the right not to accept the delivery and to return it at the Seller's expense and risk.
- b. The Seller undertakes to notify the Purchaser in writing without undue delay if circumstances occur or become apparent to it which indicate that the agreed delivery time cannot be observed. Otherwise, it may no longer rely on such circumstances at a later date.
- c. In the event of culpable delay in delivery by the Seller, the Purchaser is entitled to demand a contractual penalty in the amount of 0.2% of the delivery value according to the final invoice for each commenced day of delay, up to a maximum of 10% of the delivery value according to the final invoice. The assertion of further statutory claims remains reserved. Acceptance of a delayed delivery or service does not constitute a waiver of claims for compensation.
- d. If the Purchaser falls into default of acceptance or debtor's delay, any claim for damages to which the Seller is entitled is limited to 0.2% of the delivery value per completed week, up to a maximum of 10% of the delivery value, provided that the delay is not based on a wilful or grossly negligent breach of duty by a legal representative or vicarious agent of the Purchaser. If the Purchaser defaults on a payment, the Seller is entitled to at least a claim for payment of a lump sum in the amount of €40 in accordance with Sec. 288 German Civil Code (BGB). This lump sum is to be credited against any damages owed, insofar as the damage is substantiated in costs of legal prosecution.

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### Sec. 6 Payment

Unless otherwise agreed, payment shall be effected:

- within 10 days with a 2% cash discount,
- within 30 days strictly net,
- calculated in each case from receipt of the goods and receipt of the invoice.

### Sec. 7 Exemption from the obligation to perform, withdrawal from contract

- a. Force Majeure releases the contracting parties from their performance obligations for the duration of the disturbance and to the extent of its effect. The contracting parties are obliged to transmit the necessary information without undue delay within the bounds of reasonableness and to adapt their obligations to the changed circumstances in good faith.
- b. The Purchaser is released from the obligation to accept the ordered delivery in whole or in part and is entitled to withdraw from the contract in this respect if the delivery has become unusable for the Purchaser due to the delay caused by Force Majeure.
- c. The Purchaser is entitled to withdraw from the contract if the Seller has filed for the opening of insolvency proceedings, insolvency proceedings are opened, or the opening is rejected for lack of assets.
- d. A right of withdrawal for the Purchaser also exists if individual enforcement measures are carried out against the Seller.
- e. The Purchaser may furthermore withdraw from the contract if the Seller offers, promises, holds out the prospect of, or grants advantages of any kind to an employee of the Purchaser or an agent entrusted with the preparation, conclusion or execution of the contract, or to a third party in their interest.
- f. Statutory withdrawal regulations remain unaffected.

### Sec. 8 Transfer of risk, documents

- a. The transfer of risk takes place upon acceptance of the delivery by the Purchaser at their registered office.
- b. The Seller undertakes to indicate the Purchaser's order number on all shipping documents and delivery notes; if it fails to do so, the Purchaser shall not be responsible for delays in processing.
- c. Documents, reports, ideas, drafts, models, samples, etc. provided to the Seller by the Purchaser remain the property of the Purchaser. The Seller must return them to the Purchaser without undue delay and without request after fulfilment of their performance. These documents may be used by the Seller solely for the fulfilment of the performance obligation towards the Purchaser.

### Sec. 9 Limitation periods for complaints, warranty and liability

- a. Even after the expiry of any deadlines, warranty claims due to defects in the goods, lack of guaranteed properties, etc. shall remain in force if the notice of defects was dispatched by the Purchaser:
  - a) in the case of apparent defects, within one month,
  - b) in the case of defects which become apparent during processing or usage, at any later point in time.
- b. The limitation period for warranty claims is 5 years, excluding the period contained in Sec. 438 German Civil Code (BGB). This also applies to claims for damages of all kinds (e.g. consequential harm caused by a defect).
- c. The Seller guarantees that the goods and deliveries comply with the applicable statutory regulations, in particular that the requirements of the currently valid Packaging Ordinance, the RoHS Directive and the EU Chemicals Regulation REACH are observed and implemented.
- d. The Seller undertakes to comply with the Code of Conduct for Suppliers available on the Purchaser's website.
- e. A duty to inspect and notify of defects for the Purchaser pursuant to Sec. 377 of the German Commercial Code (HGB) is excluded.
- f. The Seller is liable within the framework of the statutory provisions.
- g. Insofar as the Seller is responsible for product damage, they undertake to indemnify the Purchaser against claims for damages by third parties upon first request to the extent that the cause originates within their sphere of control and organisation and they are liable themselves in the external relationship. The obligation to indemnify also refers to all expenses necessarily incurred by the Purchaser from or in connection with a claim by a third party, including the costs of legal representation. The Seller must insure themselves against these risks to a sufficient extent customary in the industry.
- h. The Purchaser is liable according to statutory provisions for damages due to injury to life, body or health, in cases of intent or gross negligence by the Purchaser, a legal representative or vicarious agent, as well as for damages falling under a guarantee or assurance granted by the Purchaser. In cases of slight negligence, the Purchaser is only liable for compensation for foreseeable damage typical for the contract and only insofar as a duty, the proper fulfilment of which makes the execution of this contract possible in the first place and on the observance of which the Seller could rely (cardinal duty), has been breached by the Purchaser, a legal representative or vicarious agent. Otherwise, liability is excluded to the extent permitted by law.

### Sec. 10 Intellectual property rights and confidentiality

- a. The Seller undertakes to maintain confidentiality regarding all documents and information received from the Purchaser. They may only be disclosed to third parties with the express consent of the Purchaser. The duty of confidentiality also extends to personal data. The confidentiality obligation continues to apply even after the execution or failure of this contract. Third parties used by the Seller to fulfil the obligations resulting from this contract must be placed under obligation accordingly. In the event of a breach of these duties, the Purchaser may demand immediate surrender and claim damages.
- b. The conclusion of the contract is to be treated confidentially. The Purchaser and the Seller undertake to treat all non-public commercial or technical details which become known to them through the business relationship as a business secret. Third parties used by the Seller to fulfil the obligations resulting from this contract must be placed under obligation accordingly.
- c. The Seller guarantees that no rights of third parties are infringed in connection with their delivery. Should the Purchaser be held liable by a third party in this regard, the Seller undertakes to indemnify the Purchaser against all claims resulting therefrom upon first request without undue delay and to defend against them. The obligation to indemnify also refers to all expenses necessarily incurred by the Purchaser from or in connection with a claim by a third party. This also includes the costs of legal representation. The Seller must insure themselves against these risks to a sufficient extent customary in the industry.

### Sec. 11 Assignment and claims

The Seller is not entitled to assign claims without the written consent of the Purchaser.

### Sec. 12 Final provisions

- a. Place of performance for all services arising from the supply contract is 95126 Schwarzenbach/Saale, Germany.
- b. The contract relationship is governed exclusively by the law of the Federal Republic of Germany. The provisions of the UN Sales Law (CISG) and legal norms referring to another legal system shall not apply.
- c. Place of jurisdiction is the court competent for the location of the Purchaser's commercial establishment in Hof/Saale, Germany.
- d. Ancillary agreements, amendments or supplements require the written form to be effective; this also applies to the waiver of the written form requirement.
- e. Should a provision of these General Terms and Conditions of Purchase be or become invalid, the validity of the remaining provisions shall remain unaffected thereby.