

GENERAL PURCHASING TERMS OF RENOLIT SE AND RENOLIT FRANKENTHAL GMBH & CO.KG FOR CONSTRUCTION SERVICES

1. Scope of application

These terms apply to all services provided to **RENOLIT SE** or **RENOLIT Frankenthal GmbH & Co.KG** (hereinafter the "Client") in connection with the execution of construction work. Upon acceptance of our order, the supplier accepts these terms. A waiver of our terms is only possible by individual agreement.

The specific form of the services and the remuneration for the contractor shall be determined by the corresponding individual contract and its subsequent components. The following ranking shall apply if there are any contradictions between the contract documents (in order of precedence):

- Contractual terms in the scope of individual agreements, and contents of the contract that are not stipulated in Client's purchasing terms
- These general purchasing terms of Client for construction services
- The respective plant and safety regulations:
 - The Frankenthal branch & Renolit Frankenthal GmbH und Co.KG: policies for contractors and their employees;
 - Munich branch: site and assembly regulations
 - Thansau branch: safety rules and rules of conduct, safety leaflet for contractors, safety leaflet for contractor employees
 - Waldkraiburg branch: safety leaflet for contractors, rules of conduct on the plant premises
 - Worms head office: work protection leaflet for members of third-party companies
- All technical regulations and standards as amended at the time of acceptance, e.g., DIN standards, EN standards, ISO standards, VDI/VDE guidelines, including their published drafts, as far as they correspond to the state of the art, the manufacturer's guidelines and regulations as well as any other recognised technical rules at the time of acceptance
- the General Terms and Conditions for the Execution of Construction Work (VOB/B)
- the General Technical Terms and Conditions for Construction Work (VOB/C)

2. Offer – conclusion of contract

2.1 The supplier shall submit its quotation in accordance with the purchaser's request. Deviations must be explicitly indicated. The quotation shall be free of charge for the purchaser.

2.2 Title in any quotation documents and means of production (including any drawings, samples, models, etc.) that have been prepared for the purchaser shall pass to the purchaser and such objects shall be surrendered upon request; they must not be sold to any third parties, pledged, or otherwise disposed of. The supplier shall keep them free of charge for the purchaser; this mediation of possession shall make the purchaser the owner of these quotation documents or means of production.

2.3 Orders and corresponding associated agreements shall only become effective upon written confirmation by the purchasing department of the purchaser.

3. Prices and remuneration

3.1 The prices shall include all things necessary for the complete and timely performance of the contractually agreed services. In particular, this shall include the Contractor's costs for instruction of Client's personnel in the operation/maintenance, as applicable.

3.2 The agreed price shall be a fixed price. It shall apply for the contractually agreed duration of the construction period, as well as in any cases of delays for which the contractor is at fault. The price shall also remain valid if any changes in quantity occur in accordance with § 2 (3) VOB/B. No price escalation clauses have been agreed.

3.3 If there are any changes in performance or extensions to the order, the contractor shall inform Client of a possible claim to additional remuneration or adjustment of the unit prices in writing before commencement of performance of the affected services or, if this is not possible, without culpable delay after becoming aware of the changed circumstances and shall submit an adjusted supplementary quotation to Client. The agreement on execution of the supplementary quotation shall be confirmed in writing by Client. If the contractor fails to submit such a quotation in time, the contractor may set prices in line with the market at its reasonable discretion. Refusal to continue performance shall render the contractor liable for damages. Apart from this, the statutory provisions of §§ 650b-650d of the German Civil Code (*Bürgerliches Gesetzbuch*; BGB) shall apply to any changes in performance. The contractor shall additionally submit a new schedule for the service change or order extension within 14 days; otherwise, the previously agreed deadlines shall continue to apply.

4. Information obligations of the contractor

4.1 Prior to the execution of the order, the contractor shall learn about the location and accessibility of the construction site. This shall apply accordingly to any supply and disposal lines, e.g., for water, electricity, etc.

4.2 The contractor shall request any documents necessary for performance of the order prior to performance and review them for completeness and conformity without undue delay upon receipt. Dimensions specified by Client in the execution documents must be verified or measured on site, as far as they are necessary for the contractor's services. The contractor shall inform Client of any discrepancies in writing immediately.

4.3 Construction documents that are not to be provided by the contractor are included in the contractor's quoted prices. They shall be drawn up in time and submitted to Client for information. The submission of such documents shall not be deemed to constitute acknowledgement of any errors in these documents. Culpably incorrect, forgotten, or late information shall lead to a liability for damages on the part of the contractor.

5. Performance

5.1 Prior to commencement of work, the contractor shall name the responsible site manager/specialist site manager to Client, who must then be on site in time. Furthermore, the contractor shall keep a formal daily construction diary. For reasons of safety, communication in German must be possible on the construction site at all times.

5.2 Subsequent involvement of subcontractors (incl. e.g., leasing personnel) shall only be permitted to the contractor upon written approval by Client. In case of a breach of this provision, Client reserves the right to terminate the contract for cause, see § 4 (8) VOB/B; this shall not affect the contractor's obligations to pay damages.

5.3 Client may request proof of compliance with current obligations towards tax authorities, social insurance providers, employers' liability insurance associations, and the like from the contractor at any time. If the contractor has a craft operation, Client may demand proof of entry in the register of craftspeople or the foreign equivalent (if available). Client reserves the right to terminate the contract for cause in the event of a breach of these provisions.

5.4 The contractor shall ensure that any employees deployed by it or its subcontractors or personnel service providers to perform contracts with Client receive the statutory minimum wage in accordance with the Minimum Wage Act (*Mindestlohngesetz*; MiLoG) or, if the service to be performed is subject to the scope of application of Posted Workers Act (*Arbeitnehmerentendegesetz*; AEntG), the respective prescribed minimum wage of the relevant industry (including the minimum hourly wage of the legal ordinance issued based on § 3a of the Employee Lending Act (*Arbeitnehmerüberlassungsgesetz*; AÜG)). Furthermore, it shall ensure that mandatory obligations to pay contributions to social insurance institutions, employers' liability insurance associations, and other institutions (e.g., in accordance with § 8 AEntG) are met. The contractor shall indemnify Client against any liability in this respect if this provision is breached. The contractor shall be liable for any damage incurred by Client as a result of the contractor's culpable breaches in this respect.

5.5 The contractor shall perform the work so as to minimise any disturbance on the contractor's premises. Damage during execution that exceeds the usual extent shall be remedied by the contractor at its own expense. If the contractor fails to react within a reasonable period of time, the contractor shall have the right to remedy such damage directly.

6. Scheduling

6.1 The contractor shall be obligated to provide Client with a schedule that contains at least the start of the work, completion, and any interim milestones. This schedule shall be agreed with Client. If the contractor culpably fails to meet the deadlines for commencement of work, interim milestones, or completion, Client shall have the right to either terminate the contract for cause or to call in other contractors to make up for the default or to limit the damage.

6.2 If the contractor cannot meet any deadlines due to events that are not subject to the contractor's sphere of responsibility or risk, the agreed deadlines shall be delayed by the number of working days during which the contractor is unable to meet its performance obligations due to the respective disruption.

7. Termination

7.1 Terminations by Client shall be subject to § 8 VOB/B, as well as to the grounds and formalities for termination set out in this contract.

7.2 Termination by the contractor shall be subject to § 9 VOB/B.

7.3 In case of termination, the contractor shall complete any work commenced and secure it so that the work can be taken over by a successor company without difficulty. Following termination, the status of the services shall be jointly recorded, including corresponding partial acceptances. This shall also apply to terminations for cause as stipulated in these terms and conditions (see 5.5, 5.7, 5.8, 6.1).

8. Insurance obligations

8.1 The contractor shall be obligated to maintain or take out sufficient liability insurance during the entire period of activity at Client's site. The total insured for injury, property and financial damage shall amount to EUR 2,500,000 per individual claim and more than EUR 5,000,000 as the lowest annual maximum. The insurance shall also cover any damage caused by vicarious agents and assistants. Client reserves the right to claim further damages from the contractor in excess of the insured totals.

8.2 Client may request proof of insurance at any time.

9. Acceptance

9.1 Acceptance of the performance shall be performed jointly by the parties in writing.

9.2 Implied or tacit forms of acceptance are excluded. In particular, any payments by Client shall not be deemed to constitute acceptance. Presumption of acceptance in accordance with § 12 (5) VOB/B is also waived.

9.3 The contractor has the right to demand a joint date for acceptance.

9.4 Following acceptance, the contractor shall make all documents that have not yet been passed on or that have been submitted incompletely, such as the construction logbook, acceptances, test certificates, plans, operating instructions, permits, available to Client as far as these are not already available to Client.

10. Rights of use and non-disclosure

10.1 The Client shall have the right to use and exploit all plans, drawings, and similar documents the contractor or subcontractors have prepared for performance of the contract and that are necessary for performance of the contract without any restrictions in terms of content and time. This shall apply no matter if these are available in physical or merely in digital form.

10.2 The contractor commits to keeping any confidential information that it receives directly or indirectly from Client secret from any third parties without any limitation in time. In this context, confidential information shall be any communication in oral, written, digital (e.g., via e-commerce platforms), or other form regarding any contractual terms, prices, etc. The obligation of confidentiality shall not apply if such information is publicly known or made known with Client's permission or by Client. The contractor must only refer to the existing business relationship with Client with Client's prior written consent or as far as this is necessary for performance of the contract.

10.3 The contractor commits to taking all precautions that are necessary and appropriate in accordance with the principle of proportionality to ensure that confidential information is effectively protected against loss, theft, and unauthorised access.

11. Warranty, antitrust law

11.1 The parties agree on a warranty period of five years following acceptance of the services. If several improvements are necessary to remedy the defects, the period from the first improvement work to the last improvement work that remedies the defects shall be deemed to be a suspended period.

11.2 Client's rights shall be subject to § 13 VOB/B; apart from this, the statutory warranty rules shall apply. The warranty period shall be five (5) years.

11.3 If the contractor has demonstrably made any arrangements on the occasion of the contractual negotiations or in connection with the contractual relationship that can be qualified as an inadmissible restriction of competition, or if the contractor has violated any anti-trust regulations in any other manner, the contractor shall pay damages in the amount of 15% of the net order value of the products and services provided to Client that are affected by the violation. A valid decision by a cartel authority or a court shall also constitute evidence here. The contractor may prove that the loss suffered by Client has been less. Client shall in turn have the right to claim higher damages if a corresponding loss has been incurred; in this case, the contractor shall promptly provide all information as to which products and services were affected by the violation.

12. Settlement

12.1 Partial invoices may be agreed between the parties.

12.2 All contractual services shall be listed individually in a verifiable form in the final account; this shall also apply to any supplements and hourly wage statements.

13. Hourly wage activities

13.1 Hourly wage activities must only be performed as a service of the contractor if they have been legally bindingly ordered by Client. The contractor shall announce performance of hourly wage activities in time in advance.

13.2 Costs in addition to the hourly wage, e.g., for any work equipment, required supervision, etc., are not permitted and shall not be additionally remunerated by Client.

14. Collateral

14.1 The contractor shall generally provide a collateral amounting to ten (10) percent of the contract total (gross). This serves to secure any legal obligations, such as obligations arising from the contract, from the law, any warranty and indemnity claims (e.g., also with regard to a claim against Client due to violation of the Minimum Wage Act by the contractor or its subcontractors), costs, interest, etc.

14.2 The collateral may be provided in cash or in any other form of collateral in accordance with § 17 VOB/B. If the collateral is not provided within one month of conclusion of the contract, Client shall have the right to reduce payments (also in the case of partial invoices) accordingly. Payments may be reduced by up to ten (10) percent and only until the full amount of the collateral has been provided. If the collateral is provided by way of a contract performance bond, this shall be done free of charge for Client. It further is to be directly enforceable, unlimited in time, and subject to German law. The guarantor shall waive the defence of contestation, offsetting, and failure to pursue legal remedy, in accordance with §§ 770, 771 BGB, as far as the respective grounds of Client's defence are undisputed or have been finally determined by a court of law.

14.3 The collateral shall be reduced to five (5) percent of the contract total (gross) after acceptance to secure the warranty. The corresponding collateral shall be released or repaid accordingly after acceptance. This reduced collateral shall be retained for the duration of the warranty period. However, the contractor shall have the right to replace the collateral with another admissible one in accordance with § 17 VOB/B; § 17 VOB/B is to be deemed agreed between the parties by this. The prescribed characteristics of the bond in accordance with 14.2 sentence 4 et seq. shall apply accordingly for provision of collateral by way of a bond.

14.4 The parties agree on the provisions to keep the collateral in a blocked account or to pay interest on it in accordance with § 17 (6) VOB/B.

15. Supplier Code of Conduct, LkSG, human rights

15.1 Client hereby refers to its Supplier Code of Conduct (hereinafter the CoC), which can be viewed and downloaded at renolit.com/gtc (in English: renolit.com/en/gtc). The contractor is expected to accept and permanently comply with the content set out there, including any obligations and principles. In particular, the contractor shall be obligated to implement and monitor the principles of human rights, employments, and environmental protection both in its own company and at any subcontractors'.

15.2 In order to assess and minimise the risk in the supply chain with regard to human rights, employments, and environmental protection, Client shall have the right to submit a questionnaire on the typical risk areas at any time, which the contractor must answer within a reasonable period of time. The questionnaire may also refer to preventive and remedial action.

15.3 The contractor commits to informing Client without undue delay if it becomes aware of any violation of or an increased risk to a human rights principle in its supply chain/among its subcontractors and if this may have an impact on the contractual relationship between the contractor and Client.

15.4 Client shall have the right to verify directly or through third parties whether the contractor complies with its obligations under the CoC by requesting appropriate evidence or by performing an inspection on site (which shall take place during normal operating hours and with reasonable advance notice).

15.5 Client reserves the right to terminate the contract for cause if the contractor demonstrably violates the principles of the CoC and refuses to apply any remedial or preventive measures. Client's right to other remedies shall not be affected by this.

15.6 The contractor shall be liable to Client for damages if Client suffers any damage as a result of violations of the Supply Chain Duty of Care Act (*Lieferkettensorgfaltspflichtgesetz*) caused by the contractor's deliberate or negligent misconduct against the act.

16. Final provisions

16.1 § 126b BGB shall apply to compliance with text form. This excludes any declarations documented in construction diaries or meeting inspections.

16.2 The contractor must not transfer its rights and obligations under this contract to any third parties without the written consent of Client. It shall report any change to its company name in text form without undue delay.

16.3 The law of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and other bilateral and international agreements for the unification of the law on the sale of goods.

16.4 If any individual provisions of the purchasing terms are or become ineffective, the contracting parties commit to agreeing on effective provisions that come as close as possible to the economic meaning of the ineffective provision. The ineffectiveness of any individual provisions shall not affect the effectiveness of the remaining provisions.

16.5 The place of performance for all services shall be the destination as per the order or confirmation letter.

16.6 The place of jurisdiction shall be Worms. The purchaser shall also have the right to raise an action against the supplier at the court that has jurisdiction for its registered office or at the court of the place of performance.

As of: 2023