

1. General terms

- 1.1 These General Purchasing Conditions ("GPC") apply to all purchase and service agreements including contracts for supply of movable objects to be produced or created concluded by us, Greenery GmbH ("Greenery", "we", "us", "our") with contractors ("Contractor") (Greenery and a contractor individually and together the "Contracting Party/Parties") for supplies and services ("Delivery"). Our Standard Ordering Terms apply exclusively. Contrary, divergent or additional terms of the Contractor are not applicable even if they are included in an order confirmation subsequent to our order or assignment ("Order") and even if we do not explicitly contradict the latter or if we accept Delivery without reservations. Our silence signifies rejection of the Contractor's terms.
- 1.2 All agreements made between us and the Contractor for the purpose of executing a contract shall be set out in writing in this contract. Any oral agreements made prior to or upon conclusion of the contract shall require our written confirmation in order to be effective.
- 1.3 These GPC shall only apply to entrepreneurs, legal entities under public law and special funds under public law.
- 1.4 Deviating, conflicting or supplementary general terms and conditions of the Contractor shall not apply unless we have expressly agreed to their application in writing. They shall not become part of the contract between the Contracting Parties even if Greenery has not expressly objected to the use of the Contractor's terms and conditions.

2. Offer – offer documents

- 2.1 Orders, contracts and delivery schedules as well as their amendments and supplements shall be made in writing. However, they may also be placed by fax or by remote data transmission.
- 2.2 If the Contractor does not accept our order within two weeks of receipt of the order, we shall be entitled to revoke it. Our delivery call-offs shall become binding if the Contractor does not object within four working days of receipt.
- 2.3 Unless expressly agreed otherwise, cost estimates of the Contractor shall be binding and shall not be remunerated by us.
- 2.4 The applicable legal and regulatory requirements of the exporting country, the importing country and the country of destination specified by Greenery - if notified to the Contractor - must be met.

3. Conclusion of the contract

Each Order must be confirmed by the Contractor in writing. The contract only comes about if the Contractor has confirmed the Order within two weeks of its dispatch or if it delivers within that period of time. Should the Contractor not wish to carry out our Order, then the latter is obliged to inform us immediately. Any additional verbal understandings must be set forth in writing.

4. Correspondence

In all correspondence with the Contractor, the Order number and Order date must be indicated together with the material number if indicated in the Order.

5. Execution

The Contractor shall maintain a quality control system such as that pursuant to DIN EN ISO 9000 et seq. and/or DIN ISO 14001. We are entitled, acting in agreement, to check the Contractor's system by way of quality audits.

6. Subcontractors

Engagement of subcontractors requires our prior written consent. The Contractors must impose on the subcontractor all obligations with regard to the tasks assumed and must ensure such compliance with them as it itself assumed in relation to us.

7. Prices, invoices and terms of payment

- 7.1 The prices agreed upon in the contract are to be understood as "carriage paid", including packing and shipping to the place of Delivery or performance, as well as installation, if agreed upon, plus VAT.
- 7.2 Invoices shall be issued in duplicate with the second copy clearly marked as such. The Order number and material number are to be indicated on the invoices. The amounts invoiced shall be clearly associated with individual Order items. Invoices have to be issued in Euro and shall indicate VAT separately. The invoice must be sent separately to the invoice address indicated in the Order.
- 7.3 Invoices are paid by us net within 45 days. The payment term begins with the Delivery of the goods respectively with the acceptance of the services at the place of Delivery or performance and upon receipt of a regular and verifiable invoice at the invoicing address indicated in the Order. The time of payment has no effect on the Contractor's warranty. Effectuation of receipt and/or the payment shall not be deemed to be an endorsement of the goods as being in conformity with the contract
- 7.4 If we are sued for payment of a default interest for late payment established by law or in the contract, we shall be authorised to demonstrate that the loss actually suffered by the Contractor was lower than the interest claimed.
- 7.5 Without our written consent, the Contractor is not entitled to assign its claims against us or to have them collected by third parties. Our consent may not be unreasonably withheld. Section 354a of the German Commercial Code HGB remains unaffected.
- 7.6 The Contractor may only assert rights of set-off and retention if its counterclaims have been legally established, are undisputed or have been recognised by us.
- 7.7 If the goods are delivered before the agreed delivery date, the agreed delivery date shall be the due date for payment.
- 7.8 Interest on the due date pursuant to sec. 353 of the German Commercial Code (HGB) cannot be claimed by the supplier

8. Delivery date, default in delivery

- 8.1 The date of Delivery agreed upon in the contract shall be binding and understood as the date of arrival "carriage paid" at the place of Delivery and performance. The Contractor is obliged to inform us immediately in writing if any circumstances occur or become known to it, from which it emerges that the date of Delivery cannot (probably) be kept. This obligation does not affect the Contractor's obligation to comply with the delivery dates and deadlines and the rights to which we are entitled in the event of default.
- 8.2 The Contractor may only plead our failure to provide necessary documentation/information to be provided by us if it had not received the same within reasonable term despite written reminder
- 8.3 In the event of default of the Contractor, we shall be entitled to the statutory claims. The provision of clause 8.4 remains unaffected. Unconditional acceptance of delayed goods shall not be deemed a waiver of any claims for compensation.
- 8.4 In the event of a default in delivery we will be authorised to claim a penalty at the rate of 0.1% of the net Order value for each workday, however, not exceeding 5% in total. The Contractor has the right to demonstrate that no damages at all or only damages of a considerably lower amount were generated due to his default. We are authorised to reserve the contractual penalty until final payment. Assertion of further damages beyond the contractual penalty is not excluded hereby.

9. Shipping

- 9.1 The Contractor shall deliver to the place of Delivery indicated in the Order. When shipping, the relevant rates, transport and packing regulations of the railway, road transport, sea carriage and air traffic etc. must be observed, in particular with respect to any regulations on customs and dangerous goods. In addition, shipping options most favourable for us shall be selected unless we have explicitly given specific instructions on shipping.
- 9.2 In the transportation documents, in addition to the shipping address, the Order information (Order number, Order date, place of Delivery and performance, the name of recipient and material number where applicable) shall be indicated. The Delivery items must be labelled according to the provisions of the Hazardous Substance Ordinance and EC/EU Guidelines for Hazardous Materials/Substances. The Contractor is obliged to supply us in good time prior to Delivery with all requisite product information, e.g. safety datasheets, processing

instructions, labelling regulations, work safety measures, etc. all in their currently valid wording. All information including drawings and other documents indispensable for installation, operation, maintenance and repair of the Delivery items must be made available by the Contractor without specific request and free of any charge.

- 9.3 Where subcontractors are engaged, the latter shall identify the Contractor as customer in all correspondence and shipping documents, specifying the Order data.
- 9.4 On the loading units (upwards of 1 metric ton), the unit weight must be affixed in a well visible and permanent manner.
- 9.5 The Contractor is only entitled to make partial deliveries upon our consent.
- 9.6 Only packaging complying with the objectives and requirements of the Packaging Ordinance in its actual version may be used.
- 9.7 Where for deliveries by the Contractor waste products within the meaning of environmental law are generated beyond the packaging, the Contractor must process or remove such waste, except where otherwise agreed in writing, at its own expense in accordance with the provisions of environmental laws. Title, risk and environmental law responsibility pass at the moment of Delivery to the Contractor.

10. Transfer of risk – documents

- 10.1 The Contractor shall bear the material risk until acceptance of the goods by us or our agent at the place to which the delivery item is to be delivered in accordance with the order.
- 10.2 The Contractor is obliged to state our complete order number on all shipping documents and delivery notes; if he fails to do so, we shall not be responsible for any delays in processing.

11. Retention of title

- 11.1 Greenery acquires ownership of the goods upon delivery.
- 11.2 With the exception of the simple retention of title, all other forms of retention of title, in particular but not exclusively the extended, transferred and the prolonged retention of title, are expressly excluded.
- 11.3 If a simple retention of title has been agreed between the Contracting Parties, it shall expire at the latest upon payment of the purchase price. Greenery is entitled to resell the goods in the ordinary course of business prior to transfer of ownership. Greenery is authorised to collect the claims arising from the resale and hereby assigns these claims to the Contractor. The Contractor hereby accepts this assignment.
- 11.4 If the value of the securities in favour of the Contractor exceeds the claims to be secured by more than 20% in total, the securities in the amount of the exceeding part shall be released by the Contractor.

12. Performance certification and acceptance

Any performance certification envisaged by the contract and the acceptance need to be recorded in writing.

13. Weights/quantities

For weight discrepancies, the weight as determined by us at inspection upon receipt applies, unless the Contractor can show that the weight it has charged was correctly determined according to a generally recognised method at the time when risk passed. The same applies to quantities mutatis mutandis.

14. Notice of defect

If the commercial obligation to inspect and give notice of defects applies to us, this shall be limited to deviations in quantity and identity, externally recognisable transport and packaging damage and the random inspection of the goods. The inspection shall take place after our receipt of the goods as soon as this is feasible in the ordinary course of business. Obvious defects shall be notified within a maximum of two (2) days after receipt of the goods. In this respect, the Contractor waives the objection of late notification of defects. Hidden defects shall be notified immediately, at the latest two (2) weeks after their discovery.

15. Claims for defects

- 15.1 The Contractor shall supply the delivered items or the service rendered free from any physical or legal defects. The goods or services are deemed to be free of defects if they have the agreed quantity and character, in particular if they comply with all conditions and requirements stipulated in respect of quantity, quality and nature, as well as regarding packing or container. Unless agreed otherwise, the goods or services shall meet the state-of-the-art standards and all relevant statutory and regulatory requirements. Approval of drawings or our participation in the inspection of any item ready for shipment does not mean either acknowledgment of quality or modification of a quality agreement or acceptance, and does not exempt the Contractor of his obligations specified above.
- 15.2 In the event of a defective Delivery, we may claim, at our discretion, free of charge amendment (repair of the defect) or free of charge replacement (delivery of goods or rendering of services free of defects) by way of subsequent fulfilment. If a reasonable term set by us for subsequent fulfilment has passed with no avail, we shall be authorised to remedy the defects ourselves at the Contractor's expense, cancel the contract, reduce remuneration and demand damage and expense compensation. Setting of a deadline may be neglected in cases defined by law.
- 15.3 Statutory regulations apply to the time limitation of our claims for defect. However, the limitation is also suspended by our notifying the Contractor of a defect. The suspension ends in such a case upon complete remedy of the defect or when the Contractor refuses to complete performance and the statutory limitation occurs at the earliest three months after the end of such suspension. The limitation period restarts afresh for subsequently repaired or replaced parts.
- 15.4 If we are entitled to damage compensation or cancellation, we may demand a flat-rate compensation amounting to 10% of the net Order value. The assertion of additional damage claims is not excluded. The Contractor is entitled to demonstrate that a substantially lower damage or no damage at all occurred as a result of the defect.

16. Liability - Product liability - indemnification - liability insurance cover of the Contractor

- 16.1 The Contractor is liable in accordance with the statutory provisions.
- 16.2 The Contractor shall indemnify us upon first demand against all claims of third parties asserted against us due to defective goods if and to the extent that the Contractor is responsible for the defect and/or the circumstances giving rise to the claim lies within the Contractor's scope of responsibility.
- 16.3 The Contractor shall bear all costs and expenses related to the indemnification, including the costs of legal action. Furthermore, the Contractor shall bear all costs and expenses if a recall action is necessary or ordered by the authorities due to a defect in the goods.
- 16.4 We shall inform the Contractor about the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give him the opportunity to comment. Other legal claims shall remain unaffected by this.
- 16.5 The Contractor is obliged to maintain a product liability insurance with an appropriate sum insured; if we are entitled to further claims for damages which exceed this sum insured, the assertion of these claims remains possible without restriction.
- 16.6 All services and Deliveries of the Contractor are to be provided free of property rights and property right applications (property rights and property right applications together "Property Rights") of third parties. If a claim is made against Greenery by third parties due to an infringement of Property Rights based on the use of the goods in accordance with the contract, the Contractor must indemnify us against all claims upon first demand and bear all costs and expenses related to the claim. This shall not apply if and insofar as the Contractor delivers the goods in accordance with our specifications and the Contractor did not recognise or was not aware that the goods infringe third-party property rights.

17. Hazardous substances, ROHS, REACH, energy efficiency and conflict materials

- 17.1 The Contractor shall observe the Ordinance on Hazardous Substances (GefStoffV) when delivering the goods, constantly check the goods for substitution (substitution principle), pack the goods concerned accordingly, label them, expressly refer to hazardous substances in the delivery note and transmit the current safety data sheet in the event of changes.

- 17.2 The Contractor shall comply with the requirements of the directives of the European Parliament and of the Council on the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS) and on waste from electrical and electronic equipment (WEEE) and the requirements of the national implementations, in particular the Electrical and Electronic Equipment Act (ElektroG), shall mark the packaging of the goods accordingly and shall confirm RoHS conformity in the delivery note with the reference "RoHS-conform/RoHS-compliant".
- 17.3 The Contractor shall comply with the obligation under the REACH Regulation upon Delivery of the goods without being requested to do so.
- 17.4 In accordance with DIN EN ISO 50001, we point out that the evaluation of a procurement of energy services, products and facilities that have or may have an impact on the significant use of energy is partly based on energy-related performance. This means that energy efficiency is a decision criterion for procurement and ordering for Greenery.
- 17.5 The Contractor shall not use any conflict minerals within the meaning of Section 1502 of the US Dodd-Frank Act for the manufacture of the products to be supplied and shall only procure products from its Contractors that do not contain such conflict minerals.
- 18. Insurance**
- 18.1 The Contractor shall maintain a liability insurance coverage with terms current in the trade, minimum coverage of € 5 (five) million per claim event for the duration of the contractual relationship including the guarantee and warranty period and shall give proof thereof upon our demand. Lesser coverage amounts in individual cases may be agreed with us in writing.
- 18.2 For the event when we would assume the costs of transport in divergence from the provisions of Article 7.1 hereinabove, we hereby emphasise that we are a banned customer by virtue of the ADSp (German Freight Forwarders' Standard Terms and Conditions).
- 19. Entering the plant grounds or construction site**
- When entering, on foot or by vehicle, the plant ground or construction site, the instructions of our professional staff must be followed. Entering the plant grounds or the construction site on foot or by vehicle must be announced on time. The regulations of the Roadway Code must be observed. Where services are rendered on the plant grounds or construction site, the relevant factory or construction site rules apply.
- 20. Limitation of Liability**
- 20.1 We shall be liable for damages, irrespective of the legal grounds, including in the event of breach of contractual obligations or claims in tort, exclusively in the following cases:
- intent;
 - culpable injury to life, body or health;
 - gross negligence; and/or
 - in other cases of breach of a material contractual obligation, i.e. an obligation the fulfilment of which is a prerequisite for the proper performance of the contract and on the fulfilment of which the Contractor regularly relies and may rely and/or the breach of which jeopardizes the purpose of the contract.
- Otherwise, our liability is excluded.
- 20.2 In the cases of Articles 20.1 d) and 20.1e), our liability shall be limited to the typical and foreseeable damage.
- 20.3 The exclusions or limitations of liability pursuant to Articles 20.1 to 20.2 shall also apply to the same extent to acts of our legal representatives and vicarious agents. Furthermore, we shall not be liable for the grossly negligent breach of non-essential contractual obligations by simple, non-executive vicarious agents.
- 20.4 We shall not be liable for the non-performance of our obligations if the non-performance is due to Force Majeure. Force Majeure shall be deemed to exist if there is an external influence that is exceptional and unavoidable, such as in cases of operational disruptions, riots, actions or inactions of government bodies whether in its sovereign or contractual capacity, war, judicial action, civil disturbance, insurrection, natural disasters, political unrest, pandemics, official orders and other acts of God ("Force Majeure").
- 21. Confidentiality**
- The Contractor is obliged to maintain the confidentiality of all information, knowledge and documentation received from us or becoming known to it in any other way on our activity or on the activity of any affiliated company (Toray Company), such as technical and other data, measurements, techniques, operational experience, trade secrets, know-how, blueprints and other documentation (information), not to make them available to third parties and to use them exclusively for the purpose of processing the Order in question. This does not apply to cases where the information was already known or gets to the knowledge of the Contractor without any violation of a contractual obligation being caused by the Contractor or by a third party. The confidentiality obligation ends three years after completion of the Order concerned, if the information has not previously been made public. The Contractor obligates itself to immediately return to us all physically transmitted information such as documentation, patterns, samples or similar things when once requested to do so without retaining copies or notes as well as immediately destroying upon our request its own notes, compilations and evaluations containing information and to confirm the same to us in writing. We possess ownership and intellectual property rights to all information.
- 22. Advertising material**
- Reference to business relations maintained with us in information and/or advertising materials is only allowed made upon our explicit written consent.
- 23. Planning documents and other documentation**
- All drawings, drafts etc. drawn by the Contractor according to our specifications pass into our own unlimited ownership without compensation to the Contractor. Any adverse declarations made by the Contractor, e.g. on the documents handed over to us, are not binding. Planning documents have to be handed over to us at delivery date according to Article 7 hereinabove together with any further documents agreed upon and/or documents necessary for operation and maintenance, such as source codes, operation manuals or assembly instructions (other documentation). Without prejudice to any further rights that we may have according to the law, we do have a right of retention on claims of the Contractor up to an adequate amount until the complete hand-over of all planning documents and other documentation papers will be accomplished.
- 24. Property Rights**
- All documents, data, information, samples, models, drawings, materials, drafts and similar ("**Documents**") which may be made available to the Contractor by us for the purpose of executing the Order and Delivery of the goods shall remain the sole property of Greenery. All rights to the Documents shall remain with Greenery; the Contractor shall only be granted a right of joint use for the fulfilment of the contractual purposes. The Contractor is not entitled to reproduce the documents or make them available to third parties without our prior written consent. All Documents shall be returned upon Greenery's request.
- 25. No assignment**
- Assignment by the Contractor beyond the scope of application of Section 354a of the Commercial Code is excluded, unless otherwise agreed upon in writing.
- 26. Competent Court and applicable law**
- 26.1 The exclusive place of jurisdiction is the place of our company's legal seat, in case the Contractor is a merchant. However, we will also be entitled to sue the Contractor at its general place of jurisdiction or at the place of jurisdiction of any of its branch offices.
- 26.2 For all legal relationships between us and the Contractor, German law will apply exclusively. The United Nations Convention on the International Sale of Goods (CISG) signed on 11 April 1980 is not applicable. Clauses usual in the trade are to be construed according to the DAP Hanau Incoterms in their currently applicable version.
- 27. Miscellaneous**
- 27.1 Our quality assurance conditions are also part of all our Orders.
- 27.2 Should any provision of these GPC or of any other agreement made be or become invalid, the validity of the remaining provisions shall not be affected thereby. An invalid provision shall be replaced by a provision whose content comes as close as possible to the intended purpose of the original provision.
- 27.3 We note all customer and Contractor-related data is stored and processed by us with the aid of electronic data processing. Our privacy policy can be found at www.greenery.com.