

GENERAL TERMS AND CONDITIONS

WEHA Plastic Technology GmbH

Revised version

Version dated 16 September 2026

§ 1 Scope, Definitions, Order of Precedence

(1) These General Terms and Conditions ("Terms and Conditions") apply to all contracts, deliveries and other services of WEHA Plastic Technology GmbH ("WEHA") vis-a-vis entrepreneurs within the meaning of Section 14 of the German Civil Code (Bürgerliches Gesetzbuch - BGB), legal entities under public law and special funds under public law (the "Customer"). WEHA does not enter into contracts with consumers within the meaning of Section 13 BGB.

(2) Any conflicting, deviating or supplementary terms and conditions of the Customer shall not apply, even if WEHA does not expressly object to them or delivers or performs with knowledge of such terms and conditions. Any acceptance of deviating terms and conditions requires WEHA's express consent in text form. "Text form" means text form within the meaning of Section 126b BGB, in particular e-mail.

(3) In the event of inconsistencies, the following order of precedence shall apply: (i) individual agreement, (ii) WEHA's order confirmation, (iii) these Terms and Conditions, (iv) specifications, drawings and descriptions of services, (v) Incoterms® 2020. Individual contractual agreements shall always take precedence (Section 305b BGB).

(4) Where these Terms and Conditions refer to Incoterms® 2020, they shall apply only in accordance with the delivery term expressly agreed in each case and only to the extent that these Terms and Conditions or individual agreements do not provide otherwise.

§ 2 Offers, Conclusion of Contract, Customer Cooperation

(1) WEHA's offers are non-binding unless expressly designated as binding. Technical data, illustrations, drawings, weights and dimensions shall be binding only if expressly agreed as binding characteristics of the goods or services.

(2) A contract shall come into existence only upon (a) WEHA's order confirmation in text form or (b) delivery or performance by WEHA.

(3) Orders placed by the Customer shall constitute binding offers. Unless otherwise agreed, the Customer shall be bound by its order for 14 calendar days.

(4) The Customer shall provide WEHA, in due time, completely and accurately, with all information, specifications, drawings, approvals, certificate requirements and statutory, regulatory and customer-specific requirements necessary for the delivery or performance, in writing or in text form. Subsequent changes shall result in adjustments to prices, costs and delivery dates in accordance with these Terms and Conditions.

(5) In cases involving foreign countries, third countries, customs or exports, the Customer shall additionally provide WEHA in due time with all information and documents required for export, customs, sanctions and export-control checks. This includes in particular information on the recipient, end user, end use, country of destination, EORI or other registration data, required licences or authorisations, information relevant to preferential origin or origin, and any onward deliveries, insofar as such information falls within the Customer's sphere of responsibility.

(6) As long as required information, approvals or documents from the Customer are missing, incorrect or incomplete, or justified concerns exist under export-control, sanctions, embargo, customs or foreign-trade law, WEHA shall be entitled to withhold processing, provision, delivery or other performance. Any resulting delays and additional costs shall be borne by the Customer unless caused by WEHA intentionally or through gross negligence.

§ 3 Documents, Samples, Intellectual Property Rights, Approvals

(1) Samples and specimens are for illustrative purposes and shall constitute a binding agreement on characteristics only if expressly agreed as such, for example as a "reference sample".

(2) WEHA retains all ownership rights, copyrights and other intellectual property rights in all documents provided by WEHA, including electronic documents. They may be used solely for contractual purposes and may not be made accessible to third parties without WEHA's prior consent.

(3) Insofar as WEHA manufactures in accordance with specifications, drawings, samples, specifications or other information provided by the Customer, the Customer shall be responsible for their accuracy, completeness, suitability and lawful usability free of third-party rights.

(4) The Customer shall indemnify WEHA against third-party claims arising from infringements of intellectual property rights based on Customer specifications, unless WEHA acted intentionally or with gross negligence.

§ 4 Prices, Price Adjustment, Packaging, Additional Costs, Customs Services

(1) Prices apply exclusively EXW WEHA works, Incoterms® 2020, unless expressly agreed otherwise in text form. The collection point on WEHA's premises specified in the order confirmation shall be decisive. Prices are exclusive of statutory value-added tax.

(2) Notwithstanding any cost allocation under Incoterms® 2020, the Customer shall bear the costs of customary commercial packaging and the costs of any special packaging requested by the Customer. Packaging, transport, transport insurance, customs duties, levies, import taxes, third-party, agency, authority, consular, chamber, inspection-body, carrier, storage and handling costs are not included in the price unless expressly agreed as included.

(3) WEHA shall select the type and scope of packaging at its reasonable discretion, taking into account the goods, the customary transport route and any requirements communicated by the Customer in due time. Packaging shall be charged separately; returns shall be governed by Section 7.

(4) If the Customer requests changes, in particular to drawings, material, process, scope of inspection, packaging, delivery call-off logic, documentation, labelling, certification or transport handling, the Customer shall bear the resulting additional costs, including in particular engineering, conversion, set-up, downtime, scrap, requalification, inspection, documentation and handling costs, as well as any resulting postponements of deadlines.

(5) If, at the Customer's request or because legal or factual circumstances so require, WEHA assumes, in whole or in part, customs- or export-related documentation, declarations, communication with service providers or authorities, or other customs or export processing, this shall constitute an additional service subject to separate remuneration. The agreed EXW delivery term shall remain unaffected; in particular, WEHA shall not thereby assume responsibility for transport, loading, insurance or import unless expressly agreed otherwise in text form.

(6) For the customs or export processing referred to in paragraph (5), WEHA shall charge a service fee of EUR 500.00 net per delivery. For purposes of this provision, a "delivery" means each individual physical shipment or collection operation for which separate customs- or export-related processing is required. The service fee shall become due upon invoicing of the delivery concerned and shall be payable together with the purchase price.

(7) In addition to the service fee, the Customer shall bear all third-party, agency, inspection-body, consular, chamber, carrier, authority, storage and other external costs incurred in connection with customs or export processing, unless expressly included in the purchase price. If WEHA incurs additional costs, delays, supplementary claims, fines, unwinding costs, return transport costs, storage costs or other consequential costs as a result of incorrect, incomplete or late information supplied by the Customer, the Customer shall bear such costs unless WEHA caused them intentionally or through gross negligence.

§ 5 Payment Terms, Default, Security

(1) Invoices shall be due for payment without deduction within 10 calendar days from the invoice date, unless otherwise agreed. This shall also apply to additional services and to packaging, customs-service, storage, handling and other costs insofar as these are charged separately.

(2) In the event of default in payment, the Customer shall owe default interest pursuant to Section 288(2) BGB at a rate of 9 percentage points above the base interest rate, as well as the lump-sum default charge pursuant to Section 288(5) BGB in the amount of EUR 40.00. WEHA reserves the right to claim further damages caused by default.

(3) Notwithstanding any provisions of the Customer to the contrary, WEHA shall be entitled to apply payments first to older debts.

(4) If, after conclusion of the contract, it becomes apparent that WEHA's claim to the counter-performance is jeopardised by the Customer's lack of ability to perform, WEHA may withhold deliveries and services and require advance payment or appropriate security. If such payment or security is not provided within a reasonable period, WEHA may withdraw from the contract and, in the case of continuing obligations, terminate the contract.

(5) The Customer shall bear all bank, transfer, letter-of-credit, collection and other payment costs arising outside customary domestic payment transactions, insofar as they are attributable to the Customer's sphere of responsibility.

§ 6 Delivery, Delivery Time, EXW Provision, Transfer of Risk, Loading, Default in Acceptance

- (1) The delivery term shall be exclusively EXW WEHA works, Incoterms® 2020, unless expressly agreed otherwise in text form. Under EXW, a delivery date means the time at which the goods are made available for collection at the designated collection point on WEHA's premises during normal business hours, not the arrival of the goods at the Customer's premises or at any other destination.
- (2) Delivery dates and delivery periods shall be binding only if expressly confirmed as binding by WEHA in text form. Partial deliveries shall be permissible insofar as they are reasonable for the Customer; in the case of partial deliveries, customs-service and other costs may be incurred separately for each delivery.
- (3) Under EXW, WEHA effects delivery by making the goods available for collection at the designated collection point on its premises during normal business hours and informing the Customer thereof in text form ("Notice of Readiness for Collection"). The Notice of Readiness for Collection may include, in particular, details of the goods, quantity, packages, weight, collection window, collection point and contact person.
- (4) Upon receipt of the Notice of Readiness for Collection and provision of the goods at the designated collection point, but no later than actual taking-over by the Customer, its collector, carrier or other authorised representative, risk and further costs shall pass to the Customer. If a reasonable acceptance or collection period is specified in the Notice of Readiness for Collection, the Customer shall be in default of acceptance upon expiry of that period, without any further reminder, if the goods are not collected.
- (5) Under EXW, WEHA shall not owe loading, transport, transport insurance, import clearance or transport-safe securing of the load. Loading, transport organisation, transport insurance, provision of suitable vehicles, load-securing equipment, transport documents and compliance with all transport regulations shall be the responsibility of the Customer, its collector or its authorised representative.
- (6) If, exceptionally, WEHA assists with loading for reasons of plant organisation, occupational safety or pursuant to a separate arrangement, such assistance shall be provided solely as an ancillary service at the Customer's cost and risk. Such loading assistance shall not establish any responsibility on WEHA's part as loader, carrier, freight forwarder or otherwise in relation to transport and shall not alter the agreed EXW delivery term.
- (7) If WEHA exceptionally commissions or coordinates a carrier, freight forwarder or other transport service provider at the Customer's request, WEHA shall do so solely as a service in the Customer's interest and for the Customer's account. This shall not convert the agreed EXW delivery term into FCA, CPT, DAP or any other delivery term unless expressly agreed in text form.
- (8) Call-off orders must be placed in due time in compliance with the agreed lead time; unless a different lead time has been agreed, it shall be 10 calendar days. If a call-off is not made in due time, delivery dates shall be extended by a reasonable period; WEHA may charge any additional costs incurred, including in particular storage, set-up, downtime, material and handling costs.
- (9) If the Customer is in default of acceptance, WEHA may, after setting a reasonable additional period, demand performance, withdraw from the contract, claim damages and/or store the goods at the Customer's cost and risk. WEHA shall be entitled to charge storage costs of EUR 50.00 per pallet and day plus any handling costs incurred. WEHA reserves the right to prove a higher loss; the Customer reserves the right to prove that no loss occurred or that the loss was substantially lower.
- (10) From the transfer of risk, the Customer shall, at its own expense, maintain adequate transport insurance and, where applicable, storage or standstill insurance. WEHA shall not be obliged to take out transport insurance and shall do so only on the basis of a separate agreement in text form and at the Customer's expense.

§ 7 Packaging, Returnable Packaging, Take-Back, Packaging Act Compliance

- (1) Packaging shall be charged separately in accordance with Section 4. Reusable packaging or returnable empties shall be treated as such only if expressly agreed.
- (2) Insofar as WEHA places on the market transport packaging as well as sales or grouped packaging that typically does not become waste at private final consumers, take-back shall be governed by Section 15 of the German Packaging Act (Verpackungsgesetz - VerpackG). Where required by law, take-back shall apply to used, completely emptied packaging of the same type, shape and size at the place of actual handover or at a return location designated by WEHA.
- (3) WEHA's requirements concerning sorting, complete emptying, bundling, return time windows, notification and registration shall be complied with. The Customer shall bear the costs of return insofar as legally permissible and unless otherwise agreed.
- (4) The Customer shall support WEHA in complying with statutory record-keeping and documentation obligations insofar as these concern the Customer's sphere of responsibility, in particular with regard to returned quantities, material types and evidence of disposal or recovery.

§ 8 Force Majeure, Supply-Chain Disruption, Export Control, Sanctions, Hardship

(1) Events of force majeure, including in particular natural events, war, terrorism, pandemics, epidemics, governmental measures, industrial action, shortages of energy or raw materials, cyberattacks, machinery breakdowns not attributable to WEHA, and material disruptions of global supply chains not attributable to WEHA, shall release WEHA from its obligation to perform for the duration and to the extent of the disruption; delivery periods shall be extended by a reasonable period.

(2) In the event of shortages, WEHA shall be entitled to allocate available capacity, materials and delivery quantities according to objective and reasonable criteria and to make partial deliveries insofar as this is reasonable for the Customer.

(3) Performance of the contract shall be subject to all applicable export-control, sanctions, embargo, customs and foreign-trade regulations. WEHA shall be entitled to suspend or refuse deliveries or services or to withdraw from the contract insofar as performance of the contract requires an authorisation, could violate applicable regulations, required documents or approvals are not available in due time, or justified concerns exist regarding end users, end use, country of destination, sanctions lists, embargoes or other foreign-trade-law risks.

(4) Claims for damages by the Customer arising from a suspension, refusal or termination pursuant to paragraph (3) that is legally required or based on justified compliance concerns are excluded unless WEHA acts intentionally or with gross negligence.

(5) In the event of extraordinary cost increases, unforeseeable at the time of conclusion of the contract, amounting in aggregate to more than 10% in respect of materials, energy, logistics, personnel, external services or additional regulatory costs, the parties shall be obliged to negotiate without undue delay an appropriate adjustment. If no agreement is reached within 30 calendar days, the parties' statutory rights, in particular under Section 313 BGB, shall remain unaffected.

(6) If an event of force majeure or a comparable disruption to performance lasts longer than 60 calendar days, either party shall be entitled to terminate the affected part of the contract; services already rendered shall be settled.

§ 9 Inspection and Notice of Defects; Section 377 HGB

(1) If the purchase constitutes a commercial transaction for both parties, the obligations under Section 377 of the German Commercial Code (Handelsgesetzbuch - HGB) shall apply. Irrespective thereof, the following provisions shall apply in addition.

(2) The Customer shall inspect the goods without undue delay after provision, taking-over or delivery, and in any event before processing, installation, onward delivery or other use. Under EXW, the Customer shall carry out the visual inspection reasonably expected of it no later than at the time of taking-over or collection.

(3) Apparent defects, short quantities or incorrect deliveries must be notified to WEHA in text form within 5 working days after provision, taking-over or delivery; hidden defects must be notified within 5 working days after discovery.

(4) The notice must describe the defect with sufficient specificity and, where available, include photographs, inspection reports and the relevant batch, lot and delivery-note data. The Customer shall segregate the goods complained of and keep samples, supporting documents and packaging available for inspection.

(5) If the Customer fails to inspect the goods or to provide timely notice, the goods shall be deemed accepted; rights and remedies in respect of defects shall be excluded to that extent insofar as legally permissible.

§ 10 Remedies for Defects, Cure, Limitation Period for Defect Claims

(1) In the event of a justified notice of defect, WEHA shall, at its option, provide cure by remedying the defect or making a replacement delivery, or issue a credit note, insofar as legally permissible. WEHA shall be given an opportunity to inspect and provide cure within a reasonable period.

(2) If a complaint proves to be unjustified, WEHA may charge the inspection, transport, storage and handling costs on a time-and-material basis, provided that the Customer is responsible for the unjustified complaint.

(3) No defect shall be deemed to exist in the event of only an immaterial deviation from the agreed characteristics, natural wear and tear, improper use, storage, processing or installation, interventions or modifications by the Customer or third parties, failure to observe processing, storage or material instructions, or damage occurring after the transfer of risk, in particular transport, loading or load-securing damage.

(4) Claims for defects shall become time-barred 12 months after delivery or provision, insofar as legally permissible. Mandatory longer statutory limitation periods, in particular Section 438(1) no. 2 BGB, shall remain unaffected. In cases of fraudulent concealment, guarantees and claims under the German Product Liability Act, the statutory limitation periods shall apply.

§ 11 Liability

(1) WEHA shall have unlimited liability in cases of intent and gross negligence, culpable injury to life, limb or health, an expressly assumed guarantee, and under the German Product Liability Act.

(2) In cases of ordinary negligence, WEHA shall be liable only for breach of obligations whose performance is essential for the proper performance of the contract and on whose compliance the Customer may regularly rely. In such case, liability shall be limited to the damage typical for the contract and foreseeable at the time of conclusion of the contract.

(3) To the extent permitted by law, WEHA shall not be liable in cases of ordinary negligence for indirect loss, consequential loss, production downtime, loss of profit or pure economic loss insofar as such loss is not typical for the contract and foreseeable.

(4) The foregoing limitations of liability shall also apply for the benefit of WEHA's statutory representatives, employees, vicarious agents and other agents.

(5) The Customer shall take reasonable measures to prevent and mitigate damage, in particular incoming-goods inspection, batch blocking, traceability, preservation of evidence and, where applicable, data backup. If the Customer culpably fails to do so, any claim shall be reduced accordingly.

(6) WEHA shall not be liable for consequences relating to transport, loading, load securing, customs, import or export insofar as these fall within the Customer's sphere of responsibility under EXW, these Terms and Conditions or an individual agreement and WEHA did not cause the damage intentionally or through gross negligence.

§ 12 Limitation Period for Other Claims

(1) Claims by the Customer for damages or reimbursement of futile expenses shall become time-barred 12 months after commencement of the statutory limitation period, insofar as legally permissible.

(2) Excluded from this limitation are claims arising from intent, gross negligence, injury to life, limb or health, guarantees, the German Product Liability Act and cases of fraudulent concealment; the statutory limitation periods shall apply to such claims.

§ 13 Retention of Title

(1) WEHA retains title to the goods delivered ("Retained Goods") until full payment of all present and future claims arising from the business relationship.

(2) If Retained Goods are processed, such processing shall be carried out for WEHA as manufacturer; WEHA shall acquire co-ownership of the new item in the ratio of the invoice value of the Retained Goods to the value of the other processed items at the time of processing.

(3) In the event of combination or mixing, WEHA shall acquire co-ownership in proportion to the respective values. If the Customer's item is to be regarded as the principal item, the Customer shall transfer to WEHA a proportionate co-ownership interest.

(4) The Customer may resell Retained Goods in the ordinary course of business. The Customer hereby assigns to WEHA, in the amount of WEHA's share, the claims arising from such resale; WEHA hereby accepts the assignment.

(5) Until revoked, the Customer shall remain authorised to collect the assigned claims. Upon request, the Customer shall identify the third-party debtors and disclose the assignment.

(6) In the event of conduct in breach of contract, in particular default in payment, WEHA shall be entitled, after setting a time limit, to withdraw from the contract and demand surrender of the Retained Goods. The demand for surrender shall constitute a declaration of withdrawal unless WEHA expressly states otherwise.

(7) In international transactions, the retention of title shall apply only to the extent recognised by the law of the country of destination. The Customer shall be obliged to cooperate in all measures necessary or expedient to create, preserve or enforce the retention of title or an economically equivalent security interest.

§ 14 Set-Off, Rights of Retention

(1) Set-off shall be permitted only against counterclaims that are undisputed, finally adjudicated or ready for decision.

(2) This shall not apply to counterclaims arising from the same contractual relationship that relate to remedies for defects or non-performance. In such cases, any right of retention shall be limited to a reasonable amount, generally not exceeding twice the anticipated cost of remedying the defect.

(3) Rights of retention based on claims arising from other contractual relationships are excluded insofar as legally permissible.

§ 15 Confidentiality, Intellectual Property, Know-How

- (1) The Customer undertakes to treat as confidential all non-public commercial and technical information of WEHA, in particular prices, drawings, CAD data, processes, formulations, inspection plans, know-how, customer data and supplier data, and to use such information solely for contractual purposes.
- (2) This obligation shall not apply to information that can be demonstrated to be publicly known, lawfully obtained from third parties without a confidentiality obligation, or required to be disclosed by mandatory statutory provision or official order. In the latter case, WEHA shall be informed in advance insofar as legally permissible.
- (3) The confidentiality obligation shall continue for 5 years after termination of the contract. Trade secrets within the meaning of the German Trade Secrets Act (Geschäftsgeheimnisgesetz - GeschGehG) shall, beyond that period, be kept confidential for as long as they qualify as trade secrets.
- (4) WEHA's intellectual property rights and know-how shall remain with WEHA. The Customer shall acquire no rights other than the non-exclusive rights of use strictly necessary for performance of the contract.

§ 16 Data Protection (GDPR)

- (1) Both parties shall process personal data in accordance with the General Data Protection Regulation (GDPR) and applicable data-protection laws.
- (2) Insofar as WEHA or the Customer acts as a processor within the meaning of Article 28 GDPR, the parties shall enter into a data processing agreement before processing begins.
- (3) The parties shall implement appropriate technical and organisational measures to protect personal data and shall notify each other without undue delay of personal data breaches insofar as cooperation by the other party is required.
- (4) Insofar as disclosure of personal data is necessary for factoring, transport, customs, export, payment or other contract-processing purposes, such disclosure shall take place only to the extent permitted by law.

§ 17 Assignment, Factoring, Subcontractors

- (1) WEHA shall be entitled to assign claims against the Customer to third parties, in particular in connection with factoring. The Customer consents to the transmission of data required for this purpose insofar as permitted under data-protection law.
- (2) The Customer may assign or transfer rights and obligations under the contract only with WEHA's prior consent in text form; Section 354a HGB shall remain unaffected.
- (3) WEHA shall be entitled to engage qualified subcontractors, service providers, customs agents, testing institutes, freight forwarders or other third parties for the performance of its obligations. WEHA shall remain responsible for performance of the contract insofar as mandatorily required by law or assumed by contract.

§ 18 Place of Performance, Jurisdiction, Governing Law, Final Provisions

- (1) The place of performance for all deliveries, services and payments shall be WEHA's registered office unless mandatory law provides otherwise. Under EXW, the place of performance shall be the collection point on WEHA's premises specified in the order confirmation.
- (2) German law shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (3) The place of jurisdiction shall be Remscheid insofar as an agreement on jurisdiction is permissible pursuant to Section 38(1) of the German Code of Civil Procedure (Zivilprozessordnung - ZPO); otherwise, the statutory places of jurisdiction shall apply.
- (4) Amendments and supplements to the contract shall, for evidentiary purposes, require text form unless a stricter form is mandatorily prescribed. The precedence of individual contractual agreements (Section 305b BGB) shall remain unaffected.
- (5) If individual provisions of these Terms and Conditions or of the contract are or become invalid, the remainder of the contract shall remain valid. The invalid provision shall be replaced by the applicable default statutory provision. No reduction preserving validity shall take place.