

Gätcke's General Terms and Conditions of Purchase

(Status: November 2021)

1. Scope

1.1 All transactions of C.E. Gätcke's Glas Gesellschaft mbH (**Purchaser**) on or in connection with the receipt of goods or services by the Purchaser from its contract party (**Supplier**) shall be governed exclusively by the following Terms and Conditions of Purchase. The following Terms and Conditions of Purchase shall likewise be applicable for any future transactions. Further contractual or statutory rights of Purchaser shall remain unaffected by the following Terms and Conditions of Purchase.

1.2 Any opposed, differing or supplementary conditions of Supplier shall not be accepted, unless acceptance is explicitly declared by Purchaser. This shall be applicable also where Purchaser receives such conditions from Supplier and raises no further objection. Such acceptance shall be valid only if given **in writing** (*Textform*, pursuant to Section 126b BGB [German Civil Code], including in particular email and fax).

1.3 The Terms and Conditions of Purchase shall be applicable exclusively in business transactions with companies within the meaning of Section 14 BGB and vis-à-vis legal entities under public law (*juristische Personen des öffentlichen Rechts*), and special assets under public law (*öffentlich rechtliche Sondervermögen*).

2. Conclusion of contract, written form

Any agreements and their amendments shall be valid only if given in writing. This also applies for orders of Purchaser (each an **Order**) and their acceptance. Orders may only be accepted by Supplier within two weeks after their receipt. Acceptance declarations that are belated or differ from the Order constitute a new offer of Supplier. Supplier shall be bound to such offer for two weeks upon receipt by Purchaser. The acceptance of such offer by Purchaser shall be valid only if confirmed in writing within two weeks by Purchaser. The same applies for any agreements of any kind by verbal exchange or telephone. The requirement for the written form may itself only be changed in writing.

3. Prices, terms of payment

3.1 The prices indicated in an Order are binding. All prices are fixed prices which exclude subsequent supplementary claims of Supplier of any kind. The terms of delivery and payment indicated in an Order shall apply.

3.2 Where an Order is placed without specification of a price, the Order shall be understood as a request for Supplier to make a binding offer. Supplier shall be bound to such offer for two weeks upon receipt by Purchaser. If Purchaser does not accept such offer in writing within a period of two weeks, it shall be considered rejected.

4. Place of performance, delivery lead time, delay

4.1 Place of performance (*Erfüllungsort*) for supply of services and goods of Supplier is at the delivery address as shown in the Order, otherwise at the offices of Purchaser in Hamburg. The delivery lead time indicated in the Order shall be binding. If the delivery is not received by Purchaser within the indicated period, the Supplier shall be considered to be in formal "delay in performance" (*Verzug*) without requirement for notice of formal delay.

4.2 Supplier is obliged to inform Purchaser without delay in writing of any delivery delays or obstacles, as soon as he has reason to believe that the whole or a part of the delivery will not be effected in due time. Supplier shall inform Purchaser of the reasons and probable duration of such

delay. Other aspects of such delay shall be governed by the statutory regulations on delay in performance.

5. Obligation for Purchaser to raise objection in case of supply of goods

5.1 Purchaser is obliged to inspect received goods within a reasonable period to determine any deficiencies in quality and/or quantity, where such inspection is appropriate in the ordinary course of business. Visual inspection and sampling tests are sufficient for this purpose. Any deficiencies which can be detected thereby, are to be notified by Purchaser within two weeks from receipt of goods. In the event of any deficiencies which become apparent at a later date, Purchaser shall be required to raise objection within two weeks from the time of their becoming apparent.

5.2 In the event of transit goods (*Durchlieferung*) or transfer orders (*Streckengeschäft*), the delivery time applicable shall be the time of receipt of delivery by the final recipient. In such case, objection may also be raised by the final recipient.

6. Ability to distribute and sell goods in the EU, Warranty rights

6.1 Goods to be delivered by Supplier must be apt and fit to be sold and distributed by Purchaser within the Federal Republic of Germany and all other states of the European Union without limitation. The goods shall not be subject to any restrictions with regard to their ability to be distributed and sold in such countries in particular not due to the materials, raw materials or chemicals used by Supplier in manufacture.

6.2 If Purchaser informs Supplier before conclusion of contract in the Order or otherwise that he also wishes to sell or distribute the goods in other countries than those given in section 6.1, and does Supplier accept such Order, then the ability of the goods to be distributed and sold in such countries is agreed. If Supplier is not able to or does not want to warrant such ability in such other countries he will inform the Purchaser accordingly without delay and at latest prior to the conclusion of the contract.

6.3 If Supplier is to manufacture the goods in accordance with specifications given by Purchaser and if Purchaser informs Supplier prior of the conclusion of the agreement of the designated use of such goods then it is agreed that the goods meet such designated use in technical and other manners. If Supplier is not able to or does not want to warrant this he will inform the Purchaser without delay and at latest prior to the conclusion of the contract.

6.4 Purchaser shall be entitled to the statutory warranty rights. These rights shall not be restricted by the provisions set out below.

6.5 Purchaser shall at his own option be entitled to demand from Supplier remedy of defect or delivery of goods free of defects. Supplier also undertakes warranty for defects for his sub-contractors (*Zulieferer*) and agents employed by him in fulfilment of contract (*Erfüllungsgelhilfen*).

6.6 Supplier shall be liable for replacement deliveries or remedies to defects to the same extent as for the original delivery. However, whether the period of limitation (*Verjährungsfrist*) begins to run again for replacement deliveries and remedies to defects shall be determined solely by the statutory provisions. Supplier shall in particular bear the necessary expenditure for subsequent fulfilment (*Nacherfüllung*). Supplier shall also bear costs and risk of return of defective deliveries. Compensation claims are reserved.

6.7 Purchaser shall be entitled even in the event of minor deviation of the goods from the agreed characteristics or in the event of minor impairment of the usability of the goods to withdraw from the contract and claim damages if such deficiency was not remedied within a reasonable period for subsequent fulfilment set by Purchaser.

6.8 Supplier shall properly label all deliveries for which there is an obligation for such labelling. Such labelling shall be indicated in the order confirmation and in the shipment papers. Supplier shall be liable for any incorrectly made labelling, unless he was not responsible for such infringement of obligation.

6.9 The delivery quantity agreed on ordering shall be binding. Part deliveries shall be permissible only where Purchaser has explicitly given consent to them. In the event of a delivery of reduced quantity, Supplier shall remain obliged to supply the goods still outstanding. In the event of delivery of excess quantity, Purchaser shall be entitled to return such excess goods at the expense of Supplier.

6.10 The warranty period shall be two years from transfer of risk (*Gefahrübergang*). This provision shall have no effect on any longer statutory period of limitation.

7. Reservation of title

Where Purchaser delivers or provides substances or materials, these shall remain the property of Purchaser. Any processing or conversion by Supplier shall be on behalf of Purchaser. If such substances and materials of Purchaser are processed with or mixed with objects not belonging to Purchaser, Purchaser shall thereby acquire ownership of the new object in the same proportion as the value of its objects in relation to the overall sales value of the new object. If such processing or mixing occurs in such a way that the resulting objects of Supplier are to be regarded as the principal object, it is agreed that Supplier shall transfer ownership of such resulting objects to Purchaser on a pro-rata basis.

8. Indemnification

In the event that Purchaser is subject to a product liability claim on the basis of a defect in goods delivered by Supplier, Supplier shall – as chosen by Purchaser in his free discretion - indemnify or hold harmless Purchaser for such product liability resulting from such defect. This also applies if third parties assert other claims against Purchaser. Further claims remain unaffected.

9. Final provisions

9.1 The place of fulfilment for payments of Purchaser shall be Hamburg.

9.2 The place of jurisdiction for all and any disputes arising from or in connection with this contract shall be Hamburg. Purchaser shall also be entitled to institute legal action against Supplier at the latter's place of business.

9.3 The law of the Federal Republic of Germany shall be applicable. The law dated 5 July 1989 on the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) and/or any other laws taking its place shall not be applicable.

9.4 In case of uncertainties or discrepancies the meaning of the German terms given in these Terms & Conditions in brackets and in italic shall prevail.
