



General Terms and Conditions of Purchase Caramba Group

The Chemical Group

The General Terms and Conditions of Purchase (as at 03/2021) apply to the following companies of the Caramba Chemical Group:

- Caramba Chemie GmbH & Co. KG, Wanheimer Str. 334-336, 47055 Duisburg
- Caramba Bremen GmbH, Bergedorfer Str. 6-8, 28219 Bremen
- Wigo Chemie GmbH, Sandweg 7-13, 55543 Bad Kreuznach

1 General - Scope of Application

1.1 Subject to deviating individual contractual provisions, our Terms and Conditions of Purchase (hereinafter referred to as "GTCP") shall apply exclusively to all contracts on deliveries and services (hereinafter referred to as "Delivery") concluded by us as a customer. We do not recognise any terms and conditions of the respective contractual partner (hereinafter referred to as "Supplier") conflicting with or deviating from our Terms and Conditions of Purchase, unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept the supplier's deliveries without a reservation being aware of the supplier's terms and conditions conflicting with or deviating from our Terms and Conditions of Purchase.

1.2 In the case of further contracts between the supplier and us, the GTCP shall also apply if no reference is made to them.

1.3 Our GTCP shall only apply to companies according to § 310 (1) sentence 1 of the German Civil Code (BGB).

1.4 We are certified under ISO 9001 and ISO 14001 as amended. Our corporate policy, which includes quality and environmental criteria, is available on our website. We expect our suppliers to consider and comply with this corporate policy in their management and quality assurance system. Our suppliers should be certified to at least ISO 9001 and should also consider the requirement of ISO 14001 and, where applicable, IATF 16949 in shaping their corporate policy. All our suppliers commissioned by us as a source of serial parts supply for the automotive industry must have ISO 9001 in the current, valid version as a minimum requirement. We make a reference to the supply of serial parts. It applies independently to our certification.

2 Documentation

2.1 Calculations, plans, drawings, and other documentation which we hand over to the supplier within the scope of the contract formation process or later remain our property. We reserve all industrial property rights to them. They must be treated confidentially, may not be passed on to third parties and must be returned to us upon request, including all copies or duplicates. In this respect, the provisions of para. 7.5 shall apply in addition.

2.2 Moulds, models, tools, lithographs, printing plates, drawings, or construction plans etc., produced by the supplier for the completion of the order shall become our property upon payment of the order, even if they remain in the supplier's possession. The supplier shall keep them in safe custody for us and shall return them to us upon request. Use for or transfer to third parties is not permitted. Operating or processing instructions, safety data sheets, and the like are part of the scope of delivery owed. Two copies of each drawings and construction plans shall be handed over to us free of charge upon request.

3 Offer – Contract Conclusion

3.1 Quotations from the supplier shall be free of charge. The supplier must expressly indicate any deviations from our underlying enquiry. Offer acceptance, orders, and agreements are only valid if made in writing or confirmed by us in writing.

3.2 The supplier shall confirm our order in writing within two (2) working days after placing the order, stating the delivery date, the price, our order data and the article number. Unless the order is for a fixed price, we shall only be bound if we do not object to the price quoted by the supplier in the acceptance within ten (10) working days of confirmation receipt.

3.3 If we do not receive a confirmation within the period according to para. 3.2 (1), we reserve the right to revoke the order placement or withdraw from an already concluded contract without cost coverage.

3.4 We shall be entitled to withdraw from the contract if circumstances not yet recognisable at the time of contract conclusion give rise to a recognisable interest in withdrawal. Such circumstances exist, for example, in the event of significant operational disruptions, labour disputes, or supply difficulties; withdrawal may be declared up to 10 days before the agreed delivery date.

3.5 The supplier shall inform us in good time in the event of product or process changes and in the event of changes in the analysis methods with regard to the deliveries and to have us approve this change.

3.6 Unless invoicing is based on daily or stock exchange prices as is customary in the industry, prices offered by the supplier shall be fixed prices for 12 months from the date of its offer. Any price reductions or condition improvements in the meantime shall also benefit us upon their introduction by the supplier.

3.7 By accepting and confirming the order, the supplier undertakes to comply with all national and international laws, standards, and obligations applicable at the time of acceptance.



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4 Deliveries

- 4.1 The delivery time specified in an order is binding (fix-date transaction). The legal consequences prescribed by law shall apply. In particular, we are entitled to withdraw from the contract without further notice in the event of late delivery and to claim damages from the supplier, e.g. for the costs of hedging transaction.
- 4.2 The supplier is obliged to inform us immediately in writing if circumstances occur or become apparent to him, which indicates that the agreed delivery time cannot be met.
- 4.3 Partial deliveries or early deliveries may be rejected by us. Insofar as we accept partial deliveries or early deliveries, the regulations shall otherwise apply as in the case of complete deliveries.
- 4.4 The unconditional acceptance of delayed deliveries does not constitute a waiver of compensation for the damage caused by the delay. We are entitled to calculate this damage either specifically or as a lump sum in the amount of 0.3 % of the delivery value per calendar day, but not more than 10 % of the delivery value. The supplier reserves the right to prove lesser damages. Apart from that, we shall be entitled to statutory claims in the event of a delay in delivery.
- 4.5 The supplier must enclose a delivery note with each delivery and hand it over to the goods receiving department or the receiving station without being asked to do so. All papers must contain our order numbers and our material number. The batch number must be part of the bill of lading. On the dispatch day, the supplier shall, upon request, email a dispatch note containing the details of the delivery note to the bill of lading.
- 4.6 The supplier is entitled to use subcontractors only with our prior written consent.

5 Prices - Invoice - Payment

- 5.1 The prices stated in the order are fixed prices and exclude additional charges of any kind. In the absence of any written agreement to the contrary, the price shall be delivery "free of charge", including packaging and its return by the supplier. The statutory value-added tax is included in the price; it must be shown separately.
- 5.2 We can only process invoices if these - under the specifications in our order - show the order number stated therein. The supplier shall be responsible for all consequences arising from non-compliance with this obligation unless he can prove that he is not responsible for them.
- 5.3 Unless otherwise agreed in writing, we shall pay the purchase price within 60 days of delivery and invoice receipt. If the goods delivery takes place after invoice receipt, the date of goods receipt shall apply. We are entitled to pay by cheque. The timely cheque dispatch shall be sufficient for the discount claim.
- 5.4 If we have to make advance payments, the supplier shall be obliged to provide an irrevocable, unlimited and absolute bank guarantee at his own expense for the advance payment amount until the due date of his claim for payment.
- 5.5 Our payments are subject to invoice verification and do not imply any recognition of conditions or prices. Payment does not constitute a waiver of the assertion of complaints or other claims resulting from the delivery. The supplier is not entitled to assign his claims arising from the contract. We shall be entitled to rights of set-off and retention to the extent provided by law.

6 Risk assumption - Warranties

- 6.1 The supplier shall bear the risk of accidental loss or accidental deterioration until delivery acceptance or receipt at the place of the delivery address. Acceptance does not constitute delivery approval or its acceptance.
- 6.2 We shall inspect the delivered products upon delivery only with regard to the existence of apparent faults (in particular, deviations in quantity and type, transport damage clearly visible on the outside of the packaging.) For this purpose, the incoming deliveries shall be inspected by random sampling. The goods inspection shall be deemed to have been made in time if it is carried out within 10 working days after delivery. Notification of a defect shall be deemed to have been made in time if it is made within 5 working days of discovery of the defect. There are no further obligations on our part according to § 377 of the German Commercial Code (HGB).
- 6.3 The statutory warranty periods shall apply, but at least 3 years from delivery. For replacement delivery items, an independent warranty period within the meaning of sentence 1 begins with their delivery.
- 6.4 We are fully entitled to the statutory warranty claims. In any case, we are entitled to demand that the supplier, at our option, either rectify the defect or deliver a new item. In cases of great urgency and in the event of unjustified refusal to remedy the defect, we shall be entitled to remedy the defect ourselves at the supplier's expense.
- 6.5 Complaints entitle us to defer payment of the invoice until complete clarification has taken place. They shall also entitle us to deduct a discount after this period.
- 6.6 We expressly reserve the right to claim damages and the right to reduce the purchase price. Claims for damages also include all costs incurred by us for the negotiation or fulfilment of warranty claims by our customers.



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7 Title Retention Right - Confidentiality

7.1 We acknowledge any title retention rights on the part of the supplier; any extended or expanded reservation of title is excluded.

7.2 Any title retention right shall expire upon commencement of work according to § 946 f. of the German Civil Code (BGB) or upon resale of the object subject to title retention right.

7.3 All parts and tools provided by us for the supplier remain our property and may not be used for any purpose not covered by this contract. They shall be fully insured by the supplier at its expense at replacement value and returned to us after fulfilling the contract. The provisions of §§ 946 ff. of the German Civil Code (BGB) shall apply with the proviso that if an item of the supplier is to be regarded as the main item, a transfer of pro-rata co-ownership to us shall be deemed as agreed. If the supplier acquires ownership by processing, he shall transfer it to us in advance. The supplier's retention right against our claims for surrender is excluded. The supplier is obliged to carry out any necessary maintenance and inspection work at his own expense and in a timely manner. The supplier shall notify us of any malfunctions without delay. If he negligently fails to do so, we may claim damages.

7.4 Insofar as the security interests to which we are entitled according to para. 7.3 exceed the purchase price of all tools and parts provided by us to the supplier by more than 20%, and we shall be obliged to release the security interests at our discretion at the supplier's request.

7.5 The supplier is obliged to keep all illustrations, drawings, calculations, tools, models, other documentation and information received with regard to our business relationship in strictest confidence. They may only be disclosed to third parties with our written consent. The duty of confidentiality shall also apply after the contract completion; it shall expire if and to the extent that the manufacturing know-how contained in the illustrations, drawings, calculations, other documentation and information provided has become generally known.

7.6 An evaluation or disclosure of our existing business relationship in publications or advertising purposes is only permissible with our express written consent.

8 Product liability

8.1 If the supplier is responsible for product damage on the basis of domestic or foreign product liability regulations, he shall be obliged to indemnify us against claims for damages by third parties at our first request in this respect as the cause is set in his sphere of control and organisation. In this context, the supplier shall also reimburse us the costs of any recall action, provided that - except in urgent cases - he was informed appropriately in advance and had the opportunity for response.

8.2 The supplier is obliged to document the manufacture, composition, etc. of the delivered goods. He is also obliged to support us in the wording of user instructions, guidelines for emergencies, etc., in particular with regard to the end-user.

8.3 The supplier commits to maintain product liability insurance with a sum insured of Euro € 5,000,000.00 per personal injury/property damage - lump sum - and to provide us with evidence of the conclusion and continued existence of such insurance upon request. The scope of the supplier's liability shall not be limited by the conclusion of the liability insurance. If proof of the conclusion and continuation of the liability insurance is not provided within a reasonable period of time, we shall be entitled to terminate the contractual relationship and to claim damages instead of the contractual performance.

8.4 If delivered substances exceed the quantity thresholds specified by Table 1.10.5 ADR, the vehicle drivers must also keep the vehicle locked. The ignition key may only remain inserted if this is necessary to unload the vehicle.

8.5 If the product contains one or more substances covered by regulation (EC) no. 1907/2006 of the European Parliament and the Council on the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH") (hereinafter referred to as the 'Substance') and if the buyer or an associated company is not the importer of the substance under REACH, the supplier shall ensure that the substance complies with the requirements of the REACH regulation with regard to pre-registration, registration, and the corresponding documentation obligation in the supply chain. The supplier shall provide the buyer with evidence of the (pre-)registration of the substance without delay upon request. The supplier shall immediately inform the buyer if he becomes aware that the substance has not been (pre-)registered in due time for any reason whatsoever or if the (pre-)registration is cancelled, provided that the buyer or any of its affiliates are importers of the substance under REACH; hence the supplier shall immediately provide all information upon request. The buyer and his affiliates shall be entitled to use such information to the extent necessary for the subsequent (pre-)registration of the substance.

9 Industrial property rights

The supplier guarantees that no third-party rights are violated in connection with his delivery. In this respect, he shall indemnify us against all possible claims of third parties due to violation of property rights upon the first request. This shall only apply to claims arising from conciliation if the supplier has consented to the settlement or has unreasonably refused to consent.

10 Spare parts

The supplier of technical products is obliged to stock spare parts for 10 years after delivery.



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11 Minimum wage obligations

For our orders relating to services rendered within Germany, the supplier undertakes to comply with the provisions of the Minimum Wage Law ("Gesetz zur Regelung des allgemeinen Mindestlohns" of 11 August 2014, as amended.) The supplier shall inform us of the subcontractors and rental companies commissioned by him for the order execution. The supplier shall not commission any subcontractors or rental companies for the order execution if he is not convinced of their compliance with the Minimum Wage Law despite all due care. Other subcontractors or rental companies - also in a subcontractor chain - are not permitted. In the event of an official inspection, the supplier commits immediately to provide us with all necessary evidence of his compliance with the Minimum Wage Law and his subcontractors or lenders - also in a subcontractor chain.

In the event of a breach of the obligation from the aforementioned paragraph, we shall be entitled to an extraordinary right of termination. If claims for payment according to § 13 of the Minimum Wage Law (MiLoG) in conjunction with § 14 of the Posted Workers Act (AEntG) are made against us by employees of the supplier or by employees of the subcontractors or rental companies commissioned by the supplier to carry out our orders, the supplier commits to indemnify us against such claims to the extent regulated in § 14 of the Posted Workers Act (AEntG) in the event of a breach of the provisions of the Minimum Wage Law or in the event of a violation of the obligations according to paragraph 1. The supplier shall also be obliged to indemnify us if and to the extent that such a violation by the supplier of the provisions of the Minimum Wage Law or the obligations under paragraph 1 causes damage to us in any other way.

12 Code of Conduct for Suppliers

The supplier is obliged to comply with the respective statutory regulations and our Code of Conduct for suppliers.

13 Data Protection

We store data of our suppliers within the scope of our mutual business relationship under applicable data protection regulations. The supplier declares the necessary consent to this, which he can revoke at any time in writing or electronically.

The respective company of the Caramba Chemical Group is responsible for the processing of personal data according to GDPR. We process personal data (such as name, address, telephone number, email address, IP address when visiting our website) if this is necessary for pre-contractual measures (initiation of business transactions), for the performance of a contract as well as for the protection of our legitimate interests. If we process data on the basis of a declaration of consent, this consent can be revoked at any time with effect for the future. Should we process data on the basis of Art. 6 para. 1 (f) DSGVO, objection to the processing may be lodged according to Art. 21 DSGVO; this applies in particular if personal data are processed for the purpose of direct advertising. Detailed information to Art. 13 DSGVO, such as, among other things, the contact details of our data protection officer, the legal basis for the processing, the categories of the data recipients, and the rights of the persons affected by the processing under Art. 15 et seq. DSGVO can be found under the "Data Protection" tab on our website www.caramba.eu.

14 Applicable Law – Place of jurisdiction – Final provisions

14.1 The law of the Federal Republic of Germany shall apply exclusively unless otherwise agreed. The application of the United Nations Convention on Contracts on the International Sale of Goods is excluded.

14.2 The place of jurisdiction and performance shall be at the place of business of our ordering company unless there is a deviating framework agreement. However, we shall also be entitled to bring an action before the court having jurisdiction at the supplier's place of business.

14.3 Should individual provisions of these GTCP become invalid or unenforceable, this shall not affect the validity of the remainder of these GTCP. We store data of our suppliers within the scope of our mutual business relationship in accordance with the applicable data protection regulations. The supplier declares the necessary consent to this, which he can revoke at any time in writing or electronically.