Detia Freyberg GmbH
Dr. Werner Freyberg Chem. Fabrik Delitia Nachf. GmbH & Co. KG
Detia Freyberg Produktion GmbH
Delicia Freyberg GmbH

Section 1
Scope of Application, Form

(1) Our orders and any and all deliveries, services and offers of our suppliers are performed solely and exclusively on the basis of these General Terms and Conditions of Purchase. They are a component of any and all contracts that we conclude with our suppliers regarding the deliveries or services they have offered. These General Terms and Conditions of Purchase shall apply to all contracts concluded by Detia Freyberg Produktion GmbH or an affiliated company of the Detia Degesch Group (hereinafter jointly referred to as "**DD-Group**", "**Detia**" "**we**" or "**us**") with its suppliers for the deliveries, services or quotations offered by them, even if and when no separate agreement concerning their application has been concluded in the specific case. The specific contractual partner of the supplier is determined in each case by the contractual documents of the individual contract, in particular the offer or the order confirmation. These General Terms and Conditions of Purchase apply exclusively to companies, legal entities under public law and special funds under public law.

(2) Terms and conditions of our suppliers or third parties do not apply even if we do not specifically object to their application in specific cases. Even if we refer to a letter that contains or refers to terms and conditions of business of the supplier or a third party, this does not constitute any agreement with the application of those terms and conditions. Deviating, conflicting or supplementary general terms and conditions of business of our suppliers or third parties become components of the contract solely if, and insofar as, we have expressly agreed to their application in writing.

(3) Separate agreements concluded with our suppliers in specific cases (including subsidiary agreements, amendments and modifications) have priority over these Terms and Conditions of Purchasing. However, a written contract or our written confirmation is authoritative for the content of any such agreements.

(4) Any legally significant declarations and notifications from the supplier concerning the contract (e.g. setting of a deadline, dunning, rescission) must be submitted in writing.

Section 2
Orders

(1) Our orders become binding at the earliest upon written submission or confirmation as binding. If our orders do not expressly contain a binding period, we shall be bound to them for 5 (five) calendar days after the date of the order. Decisive for the timely acceptance is the receipt of the declaration of acceptance by us. The supplier is obliged to confirm our order in writing within a period of 5 (five) calendar days.

(2) The supplier must notify us of obvious errors (e.g. typing and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not to have been concluded. Deliveries for which there are no written orders shall not be recognized by us. Our silence in response to offers, requests or other declarations by the supplier shall only be deemed to constitute consent if this has been expressly agreed in writing.

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(3) The supplier shall review any and all instructions and specifications related to products and packaging as well as product designation for correctness, feasibility and admissibility and notify us in writing without delay if there are any doubts in this respect.

(4) We are entitled to withdraw from the contract at any time by means of a written declaration stating the reason if we are unable to deliver the ordered products in our business operations due to circumstances beyond our control. The Supplier shall not be able to use the goods in accordance with the contract due to circumstances for which the Supplier is responsible (such as non-compliance with legal requirements) or only at considerable expense or if the Supplier's financial situation deteriorates after conclusion of the contract to such an extent that delivery in accordance with the contract cannot be expected.

(5) Offers, drafts, samples and specimens of the supplier are free of charge for us. At our request, they must be taken back by the supplier immediately and at his own expense.

Section 3
Prices, Terms and Conditions of Payment, Invoice Details

(1) The price stipulated in the order is binding.

(2) Unless otherwise agreed in writing, the price includes delivery and transportation to the shipping address stated in the contract, including packaging.

(3) Invoices issued to us become due and payable without any deductions in 30 calendar days or — if we are entitled to cash discounts — as agreed with the supplier. The day of our receipt of the products or — at our option — the day of our receipt of the invoice if it is received later than the products is authoritative for the payment deadline and any deductions dependent on this deadline. The receipt of our transfer order by our bank is sufficient for the timeliness of the payments owed by us.

(4) Our order number, the article number, delivery quantity and delivery address must be shown on any and all order confirmations, delivery documents and invoices. In addition, the applicable tax rate and the amount of tax levied on the remuneration must be itemized in accordance with Section 14 VAT Act [Umsatzsteuergesetz; UStG]. If one or more of these details are missing and this delays our processing in the normal course of business, the payment deadlines specified in paragraph 3 shall be extended by the period of the delay.

(5) Invoices shall, where required by law or requested by Detia, be submitted as electronic invoices within the meaning of Section 14 (1) of the German Value Added Tax Act (Umsatzsteuergesetz – UStG) in a structured format that can be electronically processed by Detia and complies with the applicable statutory requirements. In particular, formats complying with the EN 16931 standard, or formats that permit the correct and complete extraction of the legally required invoice data into such a format or into a format interoperable with such format, shall be permissible. The transmission method specified by Detia from time to time, as well as the technical requirements communicated by Detia for such transmission method, shall be complied with. PDF files, scans and other non-structured electronic documents shall only qualify as invoices where this is permitted by law or expressly accepted by Detia.

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The supplier shall provide all invoice data required by law and under the contract in full and accurately. As between the parties, an invoice shall be deemed to have been duly received if it has been transmitted via the transmission method specified by Detia and contains all statutory and contractually required mandatory information in full and accurately. In the event of a defective, incomplete or technically non-processable transmission, Detia may reject the invoice; in such case, the invoice shall only be deemed to have been duly received once it has been properly resubmitted. Payment periods shall commence no earlier than upon the due receipt of a verifiable invoice and the due performance of the delivery or service to which the invoice relates. Statutory exceptions and transitional provisions shall remain unaffected.
Invoices for partial deliveries will be accepted solely if and when such partial deliveries have previously been expressly agreed (cf. Section 4 (6) of these Terms and Conditions of Purchasing) and the invoices indicate the status of deliveries as well as our order number.

(6) In the event of default of payment, we owe default interest pursuant to Section 247 Civil Code [Bürgerliches Gesetzbuch; BGB] in the amount of five percent points above the basic interest rate.

(7) Payments do not constitute recognition of the terms and conditions and prices shown in the invoice and are without prejudice to our rights due to improperly performed delivery/performance, our review rights and the right to object to an invoice for other reasons.

Section 4
Delivery Time, Delivery, Passing of Risk, Right of Access

(1) The delivery time (delivery date or period) we have stipulated in the order is binding. Agreed delivery dates are fixed dates in accordance with Section 376 Commercial Code [Handelsgesetzbuch; HGB]. Delivery periods commence upon the day of the order. If the delivery time was not specified in the order and was not otherwise agreed, it is 14 calendar days from the conclusion of the contract.

(2) The supplier is obligated to notify us in writing without delay if it will presumably be unable to comply with agreed delivery times for any reason whatsoever.

(3) The supplier is deemed in default if and when delivery has not been made as of the expiration of the date designated in the contract as the deadline without requiring our issue of a dunning notice.

(4) In the event of delays in delivery, we shall be entitled, after prior written warning to the supplier, to demand a contractual penalty of 0.5% of the respective order value for each commenced week of delay in delivery, up to a maximum of 5%. The contractual penalty shall be set off against the damage caused by delay to be compensated by the supplier. We reserve the right to prove that higher damages have been incurred.

(5) In the event of a delay in delivery, we are entitled to the statutory claims without restriction, whereby we may exercise a right of rescission or assert claims for damages in lieu of performance solely after the fruitless expiry of a reasonable grace period. The above provision is without prejudice to claims to compensation for loss or damage due to default or payment of any agreed contractual penalty.

(6) The supplier is not authorised to make partial deliveries without our prior written consent.

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(7) Unless expressly agreed otherwise in specific cases, deliveries are made “free domicile” (DDP destination according to INCOTERMS 2020) to the place specified in the order.

(8) The delivery shall be accompanied by a delivery note stating the date (issue and dispatch), the contents of the consignment (item number and quantity) and our order identifier (date and number).If the delivery note is missing or incomplete, we are not accountable for any resulting delays in processing and payment. Unless otherwise agreed, packing slips, cleaning certificates and test certificates in accordance with the agreed specifications and other necessary documents must also be enclosed. In all cases stipulated in Article 31 of the REACH Regulation, the supplier will provide to us with the delivery a safety data sheet in German in accordance with Article 31 of the REACH Regulation.

(9) We reserve the right to refuse acceptance if the delivery documents are incomplete and details of our order (e.g. order number) are missing.(9) We reserve the right to refuse acceptance if the delivery documents are incomplete and details of our order (e.g. order number) are missing.

(10) Even if shipment has been agreed, the risk does not pass to us until the goods are handed over to us at the agreed destination.(11) Insofar as the supplier temporarily stores goods for us, it shall grant to us access by appointment to the goods and their storage location (e.g. for inventory purposes).

Section 5
Ownership Protection, Copyrights

(1) We reserve title of ownership and/or copyright to any and all orders we have submitted and to any and all drawings, pictures, calculations, descriptions, formulas, formulations and other documents that we have made available to the supplier.. The supplier may not, without our express consent, make any such items accessible to third parties or utilise or reproduce them itself or engage third parties to utilise or reproduce them. It shall return said documents fully and completely to us immediately upon completion of the order. The above provisions apply as well if and when negotiations do not result in the conclusion of a contract and documents of this nature have been provided within the framework of the negotiations.. Any and all copies prepared by the supplier — including those stored in electronic form — must be destroyed in both cases; the only exceptions to this requirement are the archiving of copies pursuant to legal retention obligations and the storage of data for backup purposes as usual for data backups.

(2) Tools and models that we provide to the supplier or that are manufactured for contractual purposes and that are billed to us separately by the supplier pursuant to a written agreement remain our property or become our property. The supplier will mark them as our property, safeguard them carefully, protect them to a reasonable extent against damage of any kind and use them solely for the purposes of the contract.. In the absence of contrary agreements, the parties will each bear half of the costs of maintenance and repair of any such items. Insofar as such costs are due to defects in the items manufactured by the supplier or to improper use by the supplier, its employees or other vicarious agents, they shall be borne solely by the supplier. The supplier will notify us without delay of any and

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all damage to these tools and models that is more than minor. Upon request, it is obligated to return them to us in orderly condition if it no longer requires them to fulfil the contracts concluded with us.

(3) Any processing, mixing or combination (further processing) by the supplier of items we have provided is performed on our behalf. The above provision applies as well in the event that we process further the delivered goods with the consequence that we are deemed to be the manufacturer, and we acquire title to the product at the latest upon further processing in accordance with statutory provisions.

(4) The ownership of the goods must be transferred to us unconditionally and without regard to the payment of the price. If, however, we accept an offer of transfer of title from the supplier in specific cases that is conditional on the payment of the purchase price, the supplier's reservation of title expires at the latest upon payment of the purchase price for the delivered goods. We are authorised to resell the goods in the ordinary course of business even before payment of the purchase price subject to advance assignment of the resulting claims.. Any and all other forms of the supplier's reservation of title, in particular the extended reservation of title, the forwarded reservation of title and the reservation of title extended to further processing, are precluded.

Section 6
Warranty Claims

(1) We are entitled to the statutory claims for any material and legal defects without restriction. The warranty period, however, deviates from the statutory period and is 30 months.

(2) In accordance with statutory provisions, the supplier is liable in particular for ensuring that the goods have the agreed quality at the time of the passing of risk to us. As a minimum, the product descriptions that are the subject matter of the specific contract or that have been incorporated into the contract in the same way as these General Terms and Conditions of Purchasing (especially by designation or reference in our order) constitute an agreement on quality. It is irrelevant whether the product descriptions come from us, the supplier or the manufacturer.

(3) Our acceptance or approval of submitted models or samples does not constitute our waiver of warranty claims.

(4) The statutory provisions (Sections 377 and 381 HGB) regulate the commercial inspection and the obligation to give notice of defects subject to the following proviso. Our inspection obligation is limited to defects that are obviously apparent to an external examination during our incoming goods inspection, including the delivery documents (e.g. transport damage, wrong and shortfall delivery), or that are recognisable to our quality control in a random sampling procedure. Insofar as acceptance has been agreed, there is no inspection obligation. In all other respects, the extent to which an investigation is feasible in the ordinary course of business, taking into account the circumstances of the specific case, determines the necessity of inspection. Notice of obvious defects will be deemed to have been given in good time if we notify the supplier of any such defects within five workdays of our receipt of the goods. Notice of obvious defects will be deemed to have been given in good time if we notify the supplier of any such defects within five workdays of our receipt of the goods. There are no formal requirements for the notification of the defect. In particular, oral or email notification is sufficient.. If the notification is given orally, it should subsequently be confirmed in text form.

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(5) Upon the supplier receiving a notification of defects in text form, the limitation period for warranty claims will be suspended until the supplier either rejects our claims or declares the defect to be remedied or otherwise refuses to continue discussion of our claims. In the event of replacement delivery and remedy of defects, the warranty period for replaced and repaired parts recommences unless the supplier's conduct gives us cause to assume that the supplier did not feel obligated to take such action, but performed the replacement delivery or remedy of defects solely as a gesture of goodwill or for similar reasons.

(6) If the supplier does not fulfil its obligation for subsequent performance — at our option, either by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery) — within a reasonable period of time we have set, we may remedy the defect ourselves and require reimbursement of the necessary expenses or a reasonable advance payment from the supplier. If the subsequent performance by the supplier has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we will notify the supplier of any such circumstances without delay and in advance if possible.

Section 7
Supplier Recourse

(1) In addition to claims due to defects, we are entitled without restriction to our legally determined rights of recourse within a supply chain (supplier recourse pursuant to Sections 445a, 445b, 478 BGB).In particular, we are entitled to require from the supplier exactly the type of subsequent performance (repair or replacement) that we owe to our customer in the specific case.. The above provision does not restrict our statutory option (Section 439 (1) BGB).

(2) Before we acknowledge or satisfy a claim due to defects asserted by our customer (including reimbursement of expenses in accordance with Sections 445a (1), 439 (2) and (3) BGB), we will notify the supplier, giving a brief description of the circumstances, and request a written statement. If a substantiated statement is not issued within a reasonable period of time and no amicable solution is achieved, the claim for defects we have actually satisfied will be deemed owed to our customer. In this case, the supplier bears the onus of proof to the contrary.

(3) Our claims based from supplier recourse also apply if and when we or another entrepreneur have processed further the defective goods.

Section 8
Product Liability

(1) The supplier warrants that the products and their designation are in conformity with statutory regulations and with any applicable technical regulations and provisions. The supplier indemnifies and holds us harmless upon our initial request from and against any and all claims arising from the breach of the aforementioned obligations.

(2) The supplier is accountable for any and all third-party claims asserted because of personal injury or material damage or loss that are the consequence of a defective product it has supplied and is

obligated upon our initial request to indemnify and hold us harmless from any resulting liability. If we are obliged to carry out a recall action against third parties due to a defect in a product delivered by the supplier, the supplier shall bear all costs associated with the recall action.

(3) In accordance with Subsection 4, the supplier is accountable for the freedom of any products it has delivered from infringement on third-party intellectual property rights in member states of the European Union or in other countries in which it manufactures the products or contracts their manufacture.

(4) The supplier is obligated upon our initial request to indemnify and hold us harmless from and against any and all third-party claims asserted against us because of the infringement on industrial property rights described in Subsection 3 and to reimburse us for any and all necessary expenditures we incur with respect to said claims, including any reasonable legal counsel and lawyer fees. The aforementioned claim does not exist if and when the supplier proves that it is not accountable for the infringement on the intellectual property rights and that even its exercise of commercial prudence at the point in time of the delivery did not inevitably mean recognition of the infringement.

(5) During the contractual relationship with us, the supplier shall always maintain adequate product liability insurance cover at its own expense. Upon request, the supplier must provide to us verification of the conclusion and existence of the product liability insurance cover.

(6) The above provisions are without prejudice to our more extensive statutory claims due to legal defects in the products delivered to us.

Section 9
Conformity with Regulations

(1) The supplier is obligated to comply with the recognized rules of technology (in particular DIN standards, VDE provisions, VDI regulations, DVGW regulations, CE labelling) and the statutory provisions on product safety (in particular the Product Safety Act [Produktsicherheitsgesetz]), the internationally applicable minimum standards under labour law (in particular all conventions of the International Labour Organization ("**ILO**") regarding employees' rights, working hours and occupational health and safety) as well as any and all applicable statutory and official regulations.

(2) The supplier shall ensure that the packaging and packaging components used or supplied by it for goods or services delivered to Detia comply with the requirements applicable from time to time under Regulation (EU) 2025/40 on packaging and packaging waste (the **"PPWR"**) and with the applicable national implementing provisions. Upon request, the supplier shall provide us promptly and in full with all evidence, information and data required in this regard and shall cooperate in any notifications, audits and evidence-related obligations required insofar as they relate to its deliveries or services. This shall not establish any obligation to provide information on the specific composition of a delivery in the absence of a specific statutory, regulatory or contractual basis.

(3) In the case of deliveries of dangerous goods, the supplier shall, in addition to the obligations set out above, ensure that the packaging, overpackaging, intermediate bulk containers (IBCs) and other transport receptacles used or supplied by it are suitable for the dangerous goods concerned and, where required, are type-approved, inspected, leak-tight and properly closed, and are marked and

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labelled with the required hazard labels in accordance with the applicable dangerous goods regulations. The supplier shall comply with the provisions applicable to the respective mode of transport, in particular the **ADR**, **RID**, **ADN**, **IMDG Code** and the applicable provisions governing the carriage of dangerous goods by air, insofar as such provisions apply to the supplier by virtue of its respective function and responsibility. Upon request, the supplier shall provide Detia fully and in good time with the required approval, inspection and conformity documents, as well as the dangerous-goods data and transport documents required for the respective carriage, insofar as these are required by law.

(4) The supplier will ensure that the products it supplies comply with the provisions of Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("**REACH Regulation**") as amended from time to time. The substances contained in the supplier's products have been registered to the extent required under the provisions of the REACH Regulation insofar as the substance is not exempt from registration.

The supplier will also ensure that the necessary authorizations pursuant to Regulation (EC) No. 528/2012 concerning the placing on the market and use of biocidal products ("**Biocides Regulation**") and Regulation (EC) No. 11.07/2009 concerning the placing of plant protection products on the market ("**Plant Protection Regulation**"), as amended, have been obtained.

(5) If hazardous substances within the sense of Regulation (EC) No. 1272/2008 on the classification, labelling and packaging of substances and mixtures ("**Hazardous Substances Ordinance**") or products for which the release of such substances during the use of the product cannot be ruled out are supplied, the supplier will automatically provide to us or to the service provider we have engaged a safety data sheet ("**MSDS**") and the data required to prepare the safety data sheet with each and every delivery. Furthermore, the supplier will on request provide the UN test certificates free of charge.

The supplier undertakes to report harmonized information for emergency health care to the PCN database ("**Poison Centre Notification**") of the ECHA for such deliveries for which a notification is required in accordance with Art. 45 Regulation EC No. 1272/2008 ("**CLP Regulation**") in conjunction with Annex VIII of the CLP Regulation. The supplier alone is responsible for checking and complying with the notification obligation in accordance with Art. 45 CLP Regulation in conjunction with Annex VIII.

(6) The supplier warrants that in the course of its business activities it will act in compliance with any and all applicable legal provisions, in particular the regulations on combating corruption and money laundering and other criminal law provisions.

(7) The supplier does not maintain any business relationships, whether direct or indirect, with terrorists or with terrorist or other criminal organizations. The supplier will ensure observance of any and all current embargoes, the applicable European regulations for combating terrorism and crime and the pertinent national regulations of the United States or of other nations in its business operations.. The supplier will issue a proof of origin and a (long-term) supplier's declaration ("LLE") regarding the origin of the products purchased from the supplier. The supplier will automatically notify us without delay of any and all changes in the country of origin. The supplier will notify us without delay if and when the products we have purchased appear on the list in Annex I of Regulation (EC) No 428/2009 on a

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Community regime for the control of exports, transfer, brokering and transit of dual-use items ("Dual-Use Regulation").

(8) In the event that the supplier is in breach of one of the above obligations, the supplier shall on initial request indemnify and hold harmless both us and our customers from and against any and all costs, third-party claims (in particular direct or indirect claims for damages) and other harm (e.g. fines) resulting from the breach of the above provision. The above provision does not apply if the supplier is not accountable for this breach of obligations. Furthermore, we are entitled at any time to cancel the related order without delay and to refuse to accept the delivery of the order without incurring any costs. The above provision is without prejudice to any possible claims for damages.. Cancellation or refusal of acceptance does not constitute a waiver of any claims for damages.

Section 10
Confidentiality and Data Protection

(1) The supplier will maintain strict confidentiality regarding any and all confidential information and documents of a technical or business nature that we provide to it and that are either designated as confidential or are obviously to be regarded as confidential for a period of three years beyond the duration of the contractual relationship; in particular, it will not disclose any such information to third parties without authorisation.

(2) The supplier will impose the obligations of Section 10 (1) on its subcontractors. ((3) We collect, process and use supplier's personal data (e.g. name and email address of our contact on the supplier side) in compliance with data protection regulations, in particular with the General Data Protection Regulation (GDPR).We store the data required for the fulfilment of the business transaction and, if necessary, pass them on to external service providers (e.g. transport companies) for the purpose of fulfilling the contract. Further information can be found in our privacy policy as most recently revised.

Section 11
Assignment

The supplier is not authorized to assign its claims from the contractual relationship to third parties.. The above provision does not apply to monetary claims.

Section 12
Place of Performance, Venue, Proper Law

(1) Place of performance for the delivery of goods is the destination noted as the shipping address in the contract.

(2) Insofar as written form is stipulated in this contract, this shall include written and text form in the form of letter and e-mail. Fax, on the other hand, is not sufficient.

(3) If the supplier is a merchant, a legal entity under public law or a special fund under public law or if it has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the contractual relationship between us and the supplier shall be, at our

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discretion, our registered office (registered office of the Purchaser) or the registered office of the supplier. In such cases, however, the competent court at the Purchaser's registered office shall have exclusive jurisdiction for actions brought against us. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.

(4) The contracts concluded between us and the supplier are governed by the laws of Germany, precluding application of the rules governing the conflict of laws and the Convention on the International Sale of Goods (UN CISG).

Laudenbach (Germany) — October 2026