

General Conditions of Purchase of KERONA GmbH ("KERONA")

I. Scope

(1) The present General Conditions of Purchase ("conditions of purchase") apply to all business transactions with business partners and suppliers of KERONA ("supplier") concerning the delivery of movable property ("goods" or "product(s)") and/or services, regardless of whether a supplier directly provides these goods and/or services or purchases them from third parties. These conditions of purchase apply only if the supplier is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a public law entity or a special fund under public law.

(2) These conditions of purchase, as in effect at any given time, shall apply as framework agreement to any future contracts on the sale and/or the delivery of movable property and/or services with the same. The latest version of the conditions of purchase can be accessed at www.kerona.de/impressum.

(3) The present conditions of purchase shall apply exclusively. Any conflicting, diverging or supplementary terms and conditions of the supplier are excluded, unless the extent of their incorporation into a contract is expressly defined and agreed to by KERONA in writing. This reservation of consent shall apply even if KERONA accepts deliveries from the supplier without reservation while being aware of the supplier's terms and conditions.

(4) Separate, individual agreements concluded with the supplier (including any supplements, changes and amendments) shall take precedence over the provisions in these conditions of purchase. However, these individual agreements require written form and/or KERONA's written confirmation to be effective.

(5) Any legally relevant representations and notices to be made to KERONA by the supplier after conclusion of the contract (incl. deadlines, reminders, rescission of a contract) need to be made in writing to be effective.

(6) References to statutory provisions are for clarification purposes only. Even without such references, legal regulations and statutory provisions generally apply without limitation unless they are expressly changed or excluded in these conditions of purchase.

II. Conclusion of a contract

(1) Orders by KERONA may not be considered placed unless submitted or confirmed in writing. Any deliveries made without written order will not be accepted. KERONA's failure to respond to offers, inquiries or other declarations of the supplier may only be deemed consent if this has been expressly agreed in writing in advance. Supplier shall point out obvious mistakes (e.g. typing or spelling errors) and/or incomplete orders or missing order documents to KERONA without delay so they can be revised or completed. Otherwise, the contract shall not take effect.

(2) A written order confirmation by the supplier is generally not required by KERONA, unless the supplier needs to change the order in terms of quantities, prices or delivery dates. However, if expressly requested by KERONA, supplier shall confirm the order in writing within a period of one (1) week or process the order without reservation and without delay.

(3) Any delayed or changed order acceptance shall be deemed a new offer requiring acceptance by KERONA. The same shall apply to any acceptance of an extended or limited or otherwise changed order.

(4) Supplier shall provide all offers, designs, drafts and samples free of charge. At KERONA's request, supplier shall take these back at its own expense and without undue delay.

III. Delivery times and delays in delivery

(1) The delivery date given by KERONA in the order is binding. In the event the supplier can reasonably foresee that the agreed delivery times cannot be met, the supplier shall notify KERONA in writing without delay of the reasons for and the length of the expected delay. Before the agreed delivery date, partial deliveries or early deliveries may only be made with the prior written consent of KERONA.

(2) Should the supplier fail to render the agreed performance or fail to do so within the agreed delivery time, or should supplier default on the delivery, KERONA's rights - especially those to rescission of the contract and damages - shall be subject to statutory requirements. However, nothing in this paragraph shall exclude or in any way limit the provisions in paragraph 3.

(3) In the event the supplier defaults on a delivery, KERONA may claim a contractual penalty in the amount of EUR 50 per delayed sales order item of our customer. In this respect, the supplier waives the defense of treating consecutive violations of this provision as one violation for the purpose of this provision (Einrede des Fortsetzungszusammenhangs). KERONA may claim this contractual penalty in addition to actual performance of the contract as minimum damages in accordance with statutory requirements; KERONA reserves the right to claim additional damages. In the event KERONA accepts the delayed performance, the contractual penalty will be claimed upon final payment at the latest.

(4) KERONA will continue to claim full delivery, unless the supplier fully compensates KERONA for the delivery at KERONA's request. Acceptance of the delayed delivery shall not be construed as a waiver of any damages or contractual penalty claims.

IV. Delivery, transfer of risk, delays in acceptance, packing

(1) Unless agreed otherwise in individual cases, all deliveries shall be made free of charge (DDP *named place of destination* acc. to INCOTERMS 2020) to the destination named in the order. Unless agreed otherwise, all deliveries shall be made to KERONA's head office in Germany, 74613 Öhringen, Zeilbaumweg 15, if no place of destination has been named in the order. The place of destination is also the place of performance.

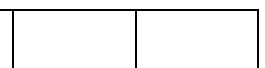
(2) The risk of accidental loss of or accidental damage to the goods or services passes to KERONA when the goods or services are delivered at the place of performance. In case acceptance of the goods or services is agreed, the risk passes upon acceptance.

(3) Default of acceptance on the part of KERONA is subject to statutory requirements. The supplier has to expressly offer performance to KERONA even if a certain time period has been or is to be agreed for an action or involvement of KERONA. If KERONA is in default of acceptance, the supplier may claim compensation for any additional costs incurred in accordance with statutory requirements.

V. Duties to inform, subcontractors

(1) The supplier shall inform KERONA in writing of any changes to manufacturing processes, changes in materials or upstream deliveries of parts for products or services, changes in manufacturing locations as well as of changes to processes or facilities for the testing of parts or any other quality assurance measures in good time. KERONA may examine whether the above changes could have a negative effect on the product. Upon request, the supplier shall provide all documents required for such an examination and allow for audits to reasonable extent.

(2) KERONA must be notified in writing of the use of subcontractors, freelance staff, upstream suppliers and other third parties ("authorized agents") who are not actual employees of the supplier in the provision of the agreed goods or services. The supplier shall ensure in its contractual relationships with authorized agents that all goods and services are provided fully and in due form, the due and timely



provision of goods and services can be monitored through appropriate documentation as well as regular audits by KERONA and that all obligations arising under the contract with KERONA also apply to the contractual relationship with the authorized agent.

(3) Authorized agents shall be considered legal representatives of the supplier within the meaning of the German Civil Code. Losses, delays, interruptions, insufficient performance or any other defects or errors in the deliveries and services of the authorized agents, regardless of the cause of these losses, shall not release the supplier from its obligations under the contract concluded with KERONA.

VI. Prices, invoices, payment terms, set-off and retention

(1) The price shown in the order is binding. All prices are exclusive of VAT even if VAT is not shown separately. This also applies to any additional services performed by supplier.

(2) Unless otherwise agreed in individual cases, the price shall include all services and additional services provided by the supplier as well as all incidental expenses (e.g. appropriate packing, customs duties, import charges, transport costs including any transport and liability insurances).

(3) The original invoice shall be submitted to KERONA including the invoice number, order number, quantity, price and other order details (including, but not limited to, the KERONA article numbers). Invoices shall be sent separately from goods deliveries. Any deliveries from territories outside the EU's customs area must include a copy of the invoice or a pro forma invoice.

(4) Payments shall be made in accordance with the agreed payment terms. Payments by bank transfer shall be considered made in due time provided the transfer order by KERONA is received by KERONA's bank before expiry of the payment term. KERONA may not be held responsible for delays caused by the banks involved in the payment process. Payments are only made after receipt of a proper and correct invoice.

(5) KERONA will not be held liable for any interest after due date within the meaning of Section 353 of the German Commercial Code (HGB). Any late payment interest charged may be five (5) percentage points above the base rate. Any payment delays on the part of KERONA are subject to statutory requirements. Without prejudice to the above provision, a written reminder by the supplier is always required before KERONA may be considered in default.

(6) KERONA may exercise its legal rights of set-off and retention as well as the right to refuse performance in accordance with Section 320 BGB if the customer fails to render the agreed consideration. KERONA's rights include, but are not limited to, the right to refuse payment, provided KERONA still has outstanding claims against the supplier resulting from incomplete or defective goods or services.

(7) The supplier may only claim a set-off or exercise its right of retention to the extent that its claim is uncontested or has become res judicata.

VII. Retention of title and provision of materials

(1) Title to the goods shall pass to KERONA upon delivery regardless of whether the price has already been paid. However, in the event KERONA accepts an offer of the supplier subject to full payment of the agreed price in individual cases, title to the goods shall pass upon full payment of the goods delivered. Any extended reservation of title on the part of the supplier is hereby excluded.

(2) The supplier processes, blends or combines materials provided by KERONA on behalf of KERONA. Both parties agree that KERONA acquires joint ownership of the new products created proportionate to the value of the materials provided KERONA compared to the total value of the new products. Supplier shall store these new products for KERONA until delivery.

VIII. Confidentiality, documentation and references

(1) Supplier shall not disclose to third parties any commercial or technical information provided or made accessible by KERONA, to the extent this information is not already publicly known. This information shall only be provided to persons required for the performance of deliveries to KERONA in the course of their own business operations, provided these persons are also subject to similar non-disclosure obligations.

(2) KERONA reserves all property rights and copyrights in and to all documents and other resources made available to supplier for the execution of an order placed by KERONA including, without limitation, drawings, illustrations, designs, calculations, descriptions, plans, models, samples, technical specifications, data storage media, other documents, tools, parts and materials. All of the above documents and resources may only be used for the performance of the agreed contract. Any works or products created on the basis of documents and resources provided by KERONA may not be used by the supplier nor offered or delivered to third parties. Confidential information that was made accessible to the supplier by KERONA shall be returned to KERONA or destroyed upon performance of the contract. This obligation shall not apply to any routine data backups created by electronic communication systems. This obligation shall further not apply to any confidential information and copies thereof that the supplier is according to applicable law obliged to retain such information.

(3) Any technical documentation, drawings, diagrams, tables, charts, photographs, layout templates and other documentation – be it on data storage mediums, printed copies or printing materials – as well as all samples, tools, materials and other operating resources provided by the supplier shall become property of KERONA upon provision by the supplier. To the extent legally permissible, KERONA shall further receive all property rights and rights of use and exploitation in all aforementioned copyrightable works. The transfer of the above rights does not require any separate remuneration by KERONA; it is fully covered by the prices given in the orders.

(4) Without KERONA's express prior written consent, the supplier may not use the business relationship between the supplier and KERONA as a reference in any form whatsoever.

IX. Defective deliveries

(1) Unless otherwise provided below, the rights of KERONA in the event of material and/or legal defects and/or other breaches of duty by the supplier are subject to statutory requirements.

(2) In accordance with statutory requirements, the supplier's liability shall include, without limitation, the assurance that the goods have the agreed quality at the passing of risk to KERONA. The product descriptions which have been incorporated into an individual contract – for instance by reference thereto in KERONA's order – and therefore constitute part of the subject matter of this contract or which have been included in the contract shall be deemed the agreed nature and quality of the goods. Within the meaning of the above provision, it does not matter whether the product description has been provided by KERONA or by the supplier.

(3) Notwithstanding the provisions in Sec. 442, para. 1, sentence 2, BGB, KERONA shall be entitled to claims for defects without limitation even if KERONA did not become aware of the defect upon conclusion of the contract due to gross negligence.

(4) The legal obligation to examine goods upon delivery and notify the delivering party of any defects shall be subject to the applicable statutory provisions (Secs. 377 and 381 HGB) with the following exception: KERONA's obligation to check goods upon delivery shall be restricted to defects that can be detected by KERONA's incoming goods inspections by means of visual checks including the delivery documents and by random checks of KERONA's quality assurance personnel (e.g. damage in transit, wrong or short deliveries). In case acceptance has been agreed, KERONA shall not be obliged to check the goods. In all other



respects, these obligations shall be dependent on whether and to what extent an inspection of deliveries can be conducted with reasonable effort in the ordinary course of business in each individual case. The foregoing provision does not affect the obligation to notify supplier of defects discovered at a later time. In all cases, a complaint by KERONA (notice of defects) shall be considered to have been made in due time and without delay if the supplier receives this notice within 10 calendar days after detection of the defect.

(5) The supplier shall bear all inspection and rectification costs even if it is discovered that the goods in question were not defective. KERONA's liability to provide compensation for damage caused by unjustified claims for the rectification of defects remains unaffected. However, KERONA shall only be liable if KERONA was aware of the fact that the goods in question were not defective or was negligent in failing to recognize the absence of any defects.

(6) In the event the supplier does not fulfill its obligation to provide a remedy (either by rectifying the defect or by delivering a non-defective product as chosen by KERONA) within a reasonable period determined by KERONA, the latter may rectify the defect itself and claim compensation for the expenses and/or an advance payment from supplier. In case the supplier's remedial measures were not successful or would impose an unreasonable burden on KERONA (e.g. because of special urgency, operational safety hazards or the potential of excessive damage) no grace period needs to be determined. KERONA shall notify supplier without delay – if possible in advance.

(7) In the event the supplier provides a replacement delivery as a remedial measure, the replacement goods will again be subject to the original limitation period, unless the supplier expressly and effectively declares that the replacement delivery was made out of goodwill and/or to avoid disputes and/or to secure the continuation of the supplier relationship.

(8) In all other respects, KERONA shall be entitled to reduce the purchase price or rescind the contract in accordance with statutory requirements in case of material or legal defects. KERONA may further claim damages and the reimbursement of expenses in accordance with statutory requirements.

(9) In the event KERONA discovers a defect in a product delivered by the supplier or a defect is discovered as a result of a justified customer complaint at a later time and the product has to be returned and/or blocked by KERONA for this reason, the supplier shall pay a flat handling fee in the amount of EUR 100 to KERONA. This handling fee may not be offset against any resulting claims for damages. KERONA may collect defective items, including, but not limited to, bulk items, and return them to the supplier in larger shipping units. The supplier shall pay a handling fee of EUR 100 for each return shipment of defective products. In this respect, the supplier waives the defense of treating consecutive violations of this provision as one violation for the purpose of this provision (Einrede des Fortsetzungszusammenhangs). In this case the supplier shall bear all rectification costs and other expenses incurred by KERONA.

X. Exclusivity

(1) Any products marked with a KERONA customer brand which have been legitimately returned or not accepted by KERONA must be destroyed by the supplier and may not be sold on to third parties.

(2) Each violation of the provision in paragraph 1 shall be subject to a penalty waiving defense of treating consecutive violations of this provision as one violation for the purpose of this provision (Einrede des Fortsetzungszusammenhangs).

(3) The penalty for violations of the provision in paragraph 1 shall amount to twice the value of the goods, but no less than EUR 15,000.

(4) The further assertion of damages, in particular due to legal claims, by KERONA remains unaffected.

XI. Supplier recourse

(1) KERONA may seek legal recourse within a supply chain (supplier recourse in accordance with Secs. 478, 445a, 445b BGB) in addition to any claim made by KERONA based on any defect in the quality or condition of the goods. KERONA's right of recourse includes, but is not limited to, demanding exactly the same remedy (repairs or replacement deliveries) from the supplier that KERONA has to provide to its customer in the case in question. However, the above provision does not in any way limit KERONA's right to choose an appropriate remedy (Sec. 439, para. 1, BGB).

(2) Before KERONA recognizes or settles a claim for defects made by a customer (including reimbursement of expenses in accordance with Secs. 478, para. 3, and 439, para. 2, para. 3 BGB), KERONA shall notify supplier, provide a brief description of the matter and request a written statement from the supplier. If this statement is not provided within a reasonable period of time and no amicable solution can be found, the compensation which was actually provided by KERONA shall be deemed owed to the KERONA customer. In such a case, the supplier retains the right to provide proof to the contrary.

XII. Product liability and compulsory insurance

(1) The supplier shall indemnify KERONA against any product liability claims made against KERONA to the extent the damage incurred is the result of a defect of the goods delivered by the supplier. This provision shall also apply to liability claims resulting from fault or negligence on the part of the supplier. To the extent the cause of the damage falls under the responsibility of the supplier, it is the supplier's responsibility to establish that it is not liable.

(2) Under the above indemnification provision, supplier shall bear all costs and expenses incurred by KERONA in connection with claims made by third parties including any recall campaigns conducted by KERONA. KERONA shall notify the supplier in advance of any recall measures, make sure supplier can assist in the recall and coordinate the efficient execution of the recall with supplier. However, this is not necessary if the notification and involvement of the supplier is impossible because of the urgency of a recall.

(3) Further, the supplier shall be liable for any damage incurred by KERONA as a result of reasonable precautions to limit any claims under non-contractual liability which fall under the responsibility of the supplier (e.g. public advertisements).

(4) The above provisions shall apply without prejudice to any further legal claims by the parties.

(5) For the duration of the contractual relationship with KERONA, the supplier shall maintain a sufficient product liability insurance policy at their own expense. Upon request, supplier shall provide the corresponding proof of insurance to KERONA.

XIII. Limitation periods

(1) Unless agreed otherwise in the provisions of this section, the parties' claims shall be subject to the statutory limitation periods.

(2) Notwithstanding the provisions in Section 438, paragraph 1, number 3, BGB, the standard limitation period for claims for defects shall be three years from the passing of risk. This three-year limitation period shall also apply mutatis mutandis to claims based on legal defects, without prejudice to the statutory limitation period governing third parties' proprietary claims for the return of property (Section 438, paragraph 1, number 1, BGB); claims based on legal defects shall not become statute-barred as long as third parties can still make claims against KERONA based on a legal defect.

(3) The limitation periods specified in the German sale of goods laws including the above extensions shall apply to all contractual claims based on defects to the extent legally permissible. Any non-contractual claims for damages based on a



defect are subject to the applicable statutory limitation periods (Secs. 195, 199 BGB), unless the applicable German sale of goods laws require longer limitation periods in individual cases.

XIV. Export controls and customs duties

(1) The supplier shall inform KERONA in writing of any permit requirements for its goods resulting from the applicable German, European (EU), American (USA) export, tariff and trade laws as well as from the export, tariff and trade laws of the country of origin as early as possible before delivery. The supplier shall provide the following information and data:

- the export list number as specified in Annex AL of the German Foreign Trade and Payments Ordinance (AWV) or comparable list numbers of applicable export lists;
- the Export Control Classification Number (ECCN) of the US Commerce Control List, provided the goods are subject to the US Export Administration Regulations (EAR);
- the commodity code (HS/CN code);
- the country of origin (trade agreement / non-preferential origin), explanation of the label of origin D = third country / E = EU / F = EFTA;
- (long-term) suppliers' declarations for goods having preferential origin status (EU suppliers) or certificates of origin (non-EU suppliers);
- all other information and data required by KERONA for the export and import as well as the further distribution and reexport of the goods.

(2) The supplier shall inform KERONA in writing of any changes in the above information and data without delay.

(3) In the event the supplier violates its contractual obligations under paragraph 1, the supplier shall bear all expenses and damage incurred as well as other disadvantages suffered by KERONA as a result of this violation (e.g. subsequent claims for foreign import duties, monetary fines). However, this provision shall only apply if supplier is responsible for this breach of contract.

XV. Compliance

(1) The supplier shall observe the relevant technical standards (including, but not limited to, DIN standards, VDE regulations, VDI guidelines, DVGW rules) and the applicable legal and statutory regulations on product safety (including, but not limited to, the German Product Safety Act), the internationally accepted minimum labor standards, including, without limitation, all conventions of the International Labour Organization (ILO) on employment rights, working hours, and health & safety, as well as all other applicable legal and official regulations.

(2) The supplier shall neither actively or passively nor directly or indirectly participate in any form of bribery or corruption, human rights violations or the discrimination of its employees, forced labor or child labor.

(3) The supplier undertakes to observe the Würth Group Code of Compliance and the Supplier Code of Conduct as amended and accessible at www.kerona.de/compliance.

(4) The supplier shall not hire any employees below the minimum age of 15 years. In countries subject to the exception for development countries as specified in ILO Convention 138, the minimum age may be reduced to 14 years.

(5) The supplier shall make sure that all authorized agents of the supplier who are in any way involved in the manufacturing of the products delivered to KERONA observe the obligations contained in the above paragraphs (1) to (5).

(6) The supplier warrants that the products to be delivered are in compliance with Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH). All substances contained in the products of the supplier that are not exempted from the obligation to register

must be pre-registered or registered upon expiry of the transition periods in accordance with the provisions of the REACH Regulation.

(7) Suppliers based in a non-EU member state are obliged to appoint an only representative (OR) based inside the EU in accordance with Article 8 of the REACH Regulation whose name and address has to be disclosed to KERONA. The OR is responsible for fulfilling all the registration and other REACH obligations of the supplier. Any pre-registration or registration of a substance carried out by the OR shall be communicated to KERONA stating the registration number of the substance. Supplier shall notify KERONA immediately should the OR change or discontinue its activities.

(8) The supplier warrants that the products delivered by supplier do not contain any of the substances on the candidate list referred to in Article 59, paragraphs (1) and (10) of the REACH Regulation. The supplier shall inform KERONA immediately in writing should, for whatever reason, the delivered products contain substances on the candidate list; this also applies to additions / amendments to the candidate list. The supplier shall indicate the names of the individual substances and their respective percentage by weight in relation to the individual product components as precisely as possible.

(9) In case the supplier delivers hazardous substances within the meaning of the German Hazardous Substances Ordinance (GefStoffV) or products which may release such substances during use, the supplier must provide KERONA or its service providers with the data required to produce a safety data sheet without being requested to do so.

(10) The supplier also warrants that the products delivered are in compliance with the requirements specified in Regulation (EC) No. 1272/2008 (CLP). Non-EU suppliers' responsibilities include, but are not limited to, making sure their OR submits the necessary notifications to the Classification & Labeling Inventory in accordance with Articles 39-42 of the CLP Regulation for the products delivered.

(11) In the event the products delivered to KERONA by the supplier are subject to other European Harmonisation Legislation, the supplier shall provide KERONA with all information required for the preparation of declarations of conformity and/or the declarations of conformity prepared by the supplier in a suitable and permanent format and apply the CE mark and/or have the CE mark applied on these products in accordance with statutory requirements, including, but not limited to, the applicable harmonized legal act and Art. 30 of Regulation (EC) No. 765/2008. With the application of the CE mark, the supplier warrants the product's conformity with the applicable harmonized standards and legal acts and the compliance with all applicable legal regulations governing the application of CE marks.

(12) The supplier shall observe all provisions on conflict minerals contained in Section 1502 of the Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act"). In the event conflict minerals are required for the production or the operation of the products delivered by the supplier, the origin of these conflict minerals must be disclosed. Upon request, the supplier shall provide KERONA and its associated companies with the complete documentation of the origin and use of conflict minerals as required by the Dodd-Frank Act without delay.

(13) In the event the supplier violates one of the above provisions, the supplier shall indemnify both KERONA and its associated companies as well as its customers against any costs, claims of third parties (including, without limitation, claims for direct or consequential damages) and any other disadvantages (e.g. fines) resulting from the violation of the above provisions. However, this provision shall only apply if the supplier is responsible for this breach of contract. Further, KERONA may, at any time, cancel the order in question with immediate effect and refuse acceptance of the corresponding delivery without incurring any costs. None of the above provisions shall exclude or in any way limit KERONA's rights to claim damages. Canceling or refusing acceptance of the order by KERONA does not constitute a waiver of claims for damages.



XVI. Applicable law and place of jurisdiction

(1) These conditions of purchase and all legal relationships between KERONA and the supplier are subject to the laws of the Federal Republic of Germany under exclusion of all international and supranational (contractual) legal systems including, without limitation, the UN Convention on Contracts for the International Sale of Goods. The legal requirements and effects of the retention of title clause are subject to the laws applicable at the location of the goods to the extent the choice of German law is invalid or ineffective under the applicable national law.

(2) In the event the supplier is a businessperson within the meaning of Secs. 1 et seq., HGB, a public law entity or a special fund under public law, the exclusive and international place of jurisdiction for all disputes arising out of or in connection with the contract shall be the court of competent jurisdiction in Künzelsau, Germany. KERONA does, however, reserve the right to also bring its claims against the supplier at the place of performance agreed for deliveries.

As of: August 2020

