

General Terms and Conditions of Purchase of the DALLI-WERKE GmbH & Co. KG

Applicable version effective from 1st January 2025

1. Scope of application

- 1.1) These General Terms and Conditions of Purchase (hereinafter: Terms and Conditions of Purchase) shall only apply to contracts with entrepreneurs, legal entities under public law and special funds under public law.
- 1.2) These Terms and Conditions of Purchase shall apply to all deliveries and services provided to us, including associated offers from our suppliers (insofar as they are merchants). They shall also apply to all future deliveries, services or offers of the supplier, even if they are not separately agreed again. Any deviation from these terms and conditions requires our written or textual confirmation in order to be effective.
- 1.3) Our Terms and Conditions of Purchase shall apply exclusively; we do not acknowledge any terms and conditions that conflict with, supplement or deviate from our Terms and Conditions of Purchase. We hereby object to their inclusion. This shall also apply in particular if we accept deliveries from the supplier without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.
- 1.4) Our Terms and Conditions of Purchase also apply to the following affiliated companies (group companies) of DALLI-WERKE GmbH & Co. KG:

WIN COSMETIC GmbH & Co. KG

WIN AEROSOL GmbH & Co. KG

MÄURER & WIRTZ GmbH & Co. KG

Dalli-De Klok B.V.

2. Confidentiality / Return of documents

- 2.1) The supplier is obliged to use offers, the conditions of the order and all information and documents made available for this purpose (with the exception of publicly accessible information) exclusively for the purpose of the contract and to keep them secret even after the termination of the contractual relationship.
- 2.2) The Supplier shall obligate its employees and any subcontractors accordingly.
- 2.3) The information and documents made available to the supplier shall be returned to us at our request during the term of the contractual relationship, otherwise after termination of the contractual relationship, or properly destroyed at our request, unless a legal obligation obliges the supplier to continue to hold them. If we have requested the destruction of information and/or documents, the supplier shall confirm the proper destruction to us in writing.

3. Orders / Order confirmations / prices

- 3.1) Unless expressly agreed otherwise, orders or call-offs from contracts must be made in writing, in text form or transmitted electronically. Text form is understood to mean transmission by fax, computer fax or e-mail, whereby the issuing company and the issuing person must be clearly recognisable. Electronic transmission means in particular SAP orders, which can be transmitted automatically by e-mail and are also valid without

a signature. Unless expressly agreed otherwise, the supplier shall, without undue delay, return an order confirmation for contracts, call-offs and orders in the same or, in the case of another agreed form, in the agreed form.

- 3.2) The price stated in our order is binding unless we accept a deviating offer from the supplier. This acceptance must be transmitted at least by electronic means (e.g. SAP orders by e-mail). Unless otherwise agreed in writing or in text form, delivery must be made 'DDP (Incoterms 2020)' to the delivery address stated in the respective order, including packaging and assumption of transport insurance by the supplier.
- 3.3) If the supplier submits an offer transmitted at least by electronic means (e.g. in SAP by e-mail), the contract shall only be deemed concluded when we have submitted a written declaration of acceptance at least by electronic means (e.g. SAP orders by e-mail), which shall also be deemed an order under these Terms and Conditions of Purchase. Clause 3.2 sentence 2 also applies here.

4. Delivery time

- 4.1) The delivery time stated in the order is binding and must be adhered to. Decisive for compliance is the receipt of the goods by us or at the destination specified in accordance with Clause 3.2 of these GPC. The supplier shall notify us without undue delay in writing or text form of any delays in delivery, stating the reasons and the probable duration of the delay.
- 4.2) After expiry of the agreed delivery date, the supplier shall be in default without this requiring a reminder from us. In the event of default, we shall be entitled to the statutory claims without restriction. In particular, we are entitled to demand compensation in lieu of performance and cancellation after the expiry of a reasonable period.
- 4.3) In the event of non-compliance with the agreed delivery date, we shall be entitled to charge the supplier liquidated damages of 0.25% of the net order amount per calendar day, but no more than 5% of the net order amount, based on the delayed goods, or to reduce the invoice amount. This lump-sum compensation shall be offset against the damage caused by delay to be compensated by the supplier. We reserve the right to claim further damages. The supplier reserves the right to prove that no damage or only minor damage has been incurred. Damage caused by the delay in delivery (e.g. machine downtime costs) shall be charged additionally.
- 4.4) Partial deliveries and early deliveries are only permitted with our prior written consent and do not oblige us to partial or early payment.
- 4.5) We are entitled to refuse to accept goods that are delivered before the delivery date specified in the order or that exceed the quantity ordered and to return them at the supplier's expense and risk or to store them with third parties at the supplier's expense.

5. Transfer of risk / documents

- 5.1) The risk of accidental loss or accidental deterioration of the goods shall only pass to us when the goods are handed over at the agreed destination, even if despatch has been agreed.
- 5.2) The supplier is obliged to state our material number, order number, material description, content quantity and the production date of the packaging material on each package. Order and item number, material number and material description as well as delivery quantity must be stated in shipping and delivery documents as well as invoices.

6. Quality requirements / subcontractors

- 6.1) The delivered goods must meet the agreed quality. In order to maintain consistent quality at our premises, the supplier undertakes to notify us without undue delay in writing or in text form of any changes regarding the composition of production, quality

control and the supplier of the goods delivered to us. Modifications may only be made with our approval, but this does not reduce the supplier's responsibility for the product and quality.

- 6.2) If the supplier wishes to use sub-suppliers to fulfil its contractual obligations, it must state this in the offer, naming the sub-suppliers. We have the right to object to the use of the subcontractor(s). The supplier shall remain obliged to provide us with full performance. Our consent to the use of subcontractors shall not diminish the supplier's responsibility towards us.

7. Warranty for material defects

- 7.1) In the event of defects, we shall be entitled to the statutory claims without restriction. Insofar as the determination of the quality of delivered goods as a defect or defect-free quality based on a standard that is customary (in the market) and can be expected by the buyer, the standard in the buyer's country, not the supplier's, shall apply as the standard, unless the standard in the supplier's country fulfils a higher, stricter quality requirement.
- 7.2) The supplier is obliged to have a quality assurance system with a careful outgoing goods inspection including documentation with retained samples. The quality assurance system shall be designed and implemented in such a way that material defects which can be discovered by the utmost care in the inspection before the transfer of risk are impossible. We shall not be responsible for any inspection beyond an inspection for such defects which may occur despite the contractual implementation of the quality assurance system by the supplier without negligence on the part of the supplier. For an inspection incumbent upon us thereafter, we shall inspect the goods for any deviations in quality or quantity within a reasonable period of time in accordance with customary commercial practice (with limited frequency in the so-called 'skip lot' procedure) for obvious defects by random sampling, to which our commercial obligation to inspect is limited. Notices of defects shall be deemed timely if they are sent to the supplier within a period of 8 calendar days after delivery of the goods and are received by the supplier within a further 3 days, unless this period is unreasonable in individual cases. The supplier shall bear the burden of proof that the goods have not been received.
Notwithstanding the above, in the case of hidden defects, the notification period of 8 calendar days shall commence upon discovery of the defect.
- 7.3) If the goods are defective at the time of delivery, we shall be entitled to initially demand, at our discretion, rectification of the defect or replacement delivery. The supplier is obliged to bear all expenses necessary for the purpose of remedying the defect or providing a replacement. After the fruitless expiry of a reasonable grace period, we may choose to reduce the purchase price or withdraw from the contract. In addition, we expressly reserve the right to claim damages and to assert claims for expenses. The supplier accepts that we may wish to agree additional lump-sum compensation for complaints and negotiate this with the supplier in the onboarding process for supplier acceptance or in another context.
- 7.4) The reciprocal claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise stipulated below. A refusal within the meaning of § 214 para. 1 BGB (BGB = German Civil Code) must be made in writing. In deviation of § 438 Para. 1 No. 3 BGB, the general limitation period for claims for defects is 3 years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for third-party claims in rem for restitution (§ 438 (1) No. 1 BGB) shall remain unaffected; claims arising from defects of title shall in no case become time-

barred as long as the third party can still assert the right against us - in particular in the absence of a limitation period. The limitation periods under sales law, including the above extension, shall apply - to the extent permitted by law - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

- 7.5) In urgent cases, we are entitled to carry out rectification work ourselves or have it carried out by third parties at the supplier's expense if the supplier does not rectify the defect in good time. In urgent cases, we shall also be entitled to procure replacement deliveries from third parties if the supplier fails to rectify the defects in good time. Any additional costs incurred as a result shall also be borne by the supplier.
- 7.6) Acceptance or approval of samples or specimens submitted shall not constitute a waiver of warranty claims.
- 7.7) If events occur which are beyond our control (e.g. lawful strikes and lockouts, unforeseeable operational disruptions, cases of force majeure such as natural disasters, pandemics or epidemics, war, riots, acts of terrorism, fire, floods or similar), we shall be released from our obligations to perform and/or co-operate for the duration and scope of the events, unless we were able to avert this disruption by reasonable means.
- 7.8) The regulations for supplier recourse in accordance with § 478 BGB shall apply - also in cross-border supply relationships - in particular if we are taken into recourse by our customers due to claims by their customers or (at the end of the supply chain) consumers who can invoke the reversal of the burden of proof in the chain in accordance with § 477 para. 1 BGB (burden of proof in the first 6 months after handover to the consumer that the defect was not already present at the time of handover), that we can also hold this against our supplier in recourse. This means that our supplier has the burden of proof that the defect was not already present in the delivery item when it was handed over to us, unless the nature of the defect is incompatible with this presumption. The period begins with the handover to the consumer.

8. Warranty for legal defects

The supplier assures that all goods subject to the contracts are fully owned by him and that the goods are not encumbered with any other rights of third parties (e.g. liens).

9. No violation of legal norms and third-party rights / compensation for damages

- 9.1) The supplier assures that the delivery and use of the delivery item and/or services does not infringe industrial property rights and other rights of third parties. If claims are asserted against us due to the use, resale, further processing of the delivered material or the delivered items and/or services of the supplier due to an infringement of rights, the supplier shall be obliged to pay us full compensation and shall indemnify us against all damages and costs, including proportionate legal costs, which are based on such a claim by third parties, insofar as the supplier is responsible for this.
- 9.2) If, with regard to goods delivered to us, the supplier has participated in an agreement between companies or concerted practices which have as their object or effect the prevention, restriction or distortion of competition and which are prohibited under Section 1 GWB or Article 101 TFEU, the supplier shall pay us liquidated damages in the amount of 5% of the net value of the goods concerned which were purchased by us from the supplier during the period of the established infringement, unless a lower or higher damage is proven.

10. Product liability / indemnity / liability insurance

- 10.1) Insofar as the supplier is responsible for product damage that is attributable to a defective product supplied by him, he undertakes to indemnify us against claims for damages by third parties.
- 10.2) Within the scope of its liability under these Terms and Conditions of Purchase, the supplier shall also be obliged to reimburse any expenses in accordance with §§ 683, 670 BGB and §§ 830, 840, 426 BGB or any other relevant legal standard arising from or in connection with a recall action carried out by us. We shall inform the supplier of the content and scope of such a measure - as far as possible and reasonable. Other statutory claims shall remain unaffected.
- 10.3) The supplier undertakes to maintain product liability insurance with a sum insured of € 5 million per personal injury/property damage. If we are entitled to claims for damages in excess of this sum insured, their assertion shall remain unaffected by the above provision.
- 10.4) If the supplier has to pay compensation, this shall be unlimited to all damages including loss of profit and consequential damages. The supplier's obligation to pay damages shall also include the reimbursement or indemnification of contractual penalties and/or claims for damages asserted against us by our customers, insofar as these are related to or based on the circumstance for which the supplier is liable. This shall apply irrespective of the extent to which the damage or the amount of damage was typical for the contract and/or foreseeable. It is the responsibility of the supplier to obtain information from us about possible penalties of our customers before concluding the contract.

11. Invoices, payments

- 11.1) The invoice receipt procedure and the mandatory information on incoming invoices can be found in the document 'Central Invoice Receipt' that is available on our websites www.dalli-group.com and – for MÄURER & WIRTZ GmbH & Co. KG - www.m-w.de.
- 11.2) Payment periods shall run in accordance with the conditions specified in the order. The payment period shall commence on the first day after receipt of the verifiable invoice, but not before fulfilment of the service. The date on which we issue the transfer order shall be decisive for compliance with the payment deadline. Unless otherwise agreed in writing or in text form in individual cases, payment shall be made within 60 days of delivery and receipt of the invoice, in the case of payment within 30 days with a 3% discount. The payment term of 60 days shall not apply if this is excluded by law, as in § 11 AgrarOLkG for perishable agricultural products; in this case, a payment term of 30 days from delivery and receipt of invoice shall apply, and a 3% discount shall apply for payment within 14 days.
- 11.3) Irrespective of Clause 11.2 sentence 4, we shall not be in default of payment without a reminder from the supplier. If damages are claimed in the event of default, we reserve the right to provide evidence of lower damages, including with regard to the statutory default interest. In all other respects, the statutory provisions shall apply.
- 11.4) The unconditional payment of the invoice amount by us does not imply acknowledgement of the supplier's performance as being in accordance with the contract. We shall be entitled to rights of set-off and retention to the extent permitted by law.
- 11.5) We have the right at any time to request the changeover from the invoicing system to a credit note procedure with a lead time of 3 months at the beginning of a month and to implement this with the supplier.

12. Assignment, offsetting

- 12.1) The supplier is only permitted to assign rights and claims arising from contracts with us with our written consent. This shall not apply insofar as monetary claims are concerned.
- 12.2) Offsetting by the Supplier with claims other than legally established, ready for judgement or undisputed claims is not permitted.

13. Retention of title

Any processing, mixing or combination (further processing) by the supplier concerning items provided by us shall be carried out on our behalf. The same shall apply in the event of further processing of the delivered goods by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.

The transfer of ownership of the goods to us must take place unconditionally and without regard to the payment of the price. However, if in individual cases we accept an offer of transfer of ownership from the supplier conditional on payment of the purchase price, the supplier's reservation of title shall expire at the latest upon payment of the purchase price for the delivered goods. We remain authorised to resell the goods in the ordinary course of business even before payment of the purchase price with advance assignment of the resulting claim (alternatively validity of the simple retention of title extended to the resale). This excludes all other forms of retention of title, in particular the extended retention of title, the forwarded retention of title and the retention of title extended to further processing.

14. Modification of the delivery item

If the supplier improves or modifies the delivery item during the current term of the order, he is obliged to inform us of this without undue delay and to offer us to choose the improved or modified version instead of the version in accordance with the order.

15. Code of conduct for suppliers / sustainability and compliance, LkSG / certificates

- 15.1) Our Code of Conduct for Suppliers in its respective current version, available on our websites www.dalli-group.com and – for MÄURER & WIRTZ GmbH & Co. KG - www.m-w.de, is an integral part of these Terms and Conditions of Purchase.
- The supplier is also obliged to comply with the generally acknowledged human rights and environmental standards set out in international conventions for the protection of human rights and in our Code of Conduct for Suppliers and to oblige its own suppliers to act accordingly within the appropriate scope of its due diligence obligations.
- 15.2) The supplier is also obliged to fulfil the human rights and environmental expectations of the DALLI-WERKE GmbH & Co. KG which are formulated in their respective current policy statement on the Supply Chain Due Diligence Act (LkSG), available at www.dalli-group.com and – for MÄURER & WIRTZ GmbH & Co. KG - www.m-w.de.
- 15.3) By entering into a business relationship with us, the supplier assures that it is not listed on any economic, trade and/or financial sanctions list to be observed under German and/or European law and that it has not installed or appointed any management bodies and that it does not use such persons or companies as subcontractors that are on such a list. Rather, the supplier shall observe obligations and prohibitions of provision based on such sanctions, in particular the provisions of Regulation (EC) 2580/2001, Regulation (EC) 881/2002 and Regulation (EU) 833/2014. A breach of this provision shall entitle us to terminate the contract immediately without any claim for compensation on the part of the supplier. In this case, however, we shall be entitled to charge the cancelled supplier for any additional costs incurred by using alternative suppliers.

15.4) If the supplier loses or is deprived of certificates that it had when concluding the first contract with one of our companies in the DALLI Group or that were issued to it later, the supplier must inform us of this without undue delay. We then have a special right of cancellation to be exercised within 1 month from acquisition of knowledge for contracts with the supplier that were concluded at a time when the cancelled certificates were in force or were indicated by the supplier as existing. The supplier shall not be entitled to any compensation with regard to such cancellation and its consequences.

16. Change of control / special right of cancellation in the event of a change in ownership structure

In the event of a change in the control or majority situation at the supplier, the supplier must inform us without undue delay. A change of control or majority is deemed to have occurred if more than 25 % of the share rights are transferred to third parties, if the shareholding of a shareholder exceeds 50 % after conclusion of the contract with us or if the supplier's parent company no longer holds the majority of the voting share capital of the supplier (directly or indirectly via companies dependent on it).

In such cases, we may terminate existing contracts that have not yet been fully performed by the supplier, subject to a notice period of one month, without the supplier being entitled to compensation.

17. Place of fulfilment / Place of jurisdiction / applicable law

17.1) The place of fulfilment shall be the delivery address stated in the respective order; in the absence of a delivery address, the respective business address of the purchasing group company shall be the place of fulfilment.

17.2) The exclusive - also international - place of jurisdiction is Aachen (Germany). However, we or the DALLI Group company concerned shall be at liberty in all cases to take legal action against the supplier before the courts having jurisdiction for the supplier's general place of jurisdiction or at the place of jurisdiction of the place of fulfilment. Overriding statutory provisions, in particular regarding exclusive jurisdiction, remain unaffected.

17.3) The law of the Federal Republic of Germany shall apply irrespective of any deviating assignments by the conflict of laws rules of private international law. Insofar as the UN Convention on Contracts for the International Sale of Goods (CISG) applies, this shall apply in addition to these Terms and Conditions of Purchase. In the event of ambiguities or discrepancies between the different language versions of the CISG, the English version shall apply.

18. Severability clause

Should any provision of these General Terms and Conditions of Purchase be or become invalid, ineffective or unenforceable in whole or in part, or should a necessary provision not be included, the validity and enforceability of all other provisions of these General Terms and Conditions of Purchase shall not be affected. In place of the invalid, ineffective or unenforceable provision or to fill the loophole, the parties shall agree a legally permissible provision that corresponds as closely as possible to what the parties intended or would have agreed in accordance with the meaning and purpose of this contract if they had recognized the invalidity or loophole. If the invalidity of a provision is based on a measure of performance or time (deadline or date) specified therein, the parties shall agree on a provision with a legally permissible measure that comes closest to the original measure. It is the express intention of the parties that this severability clause does not merely result in a reversal of the burden of proof, but that § 139 BGB is waived in its entirety.