



Section 1 – Object, applicability

These General Terms and Conditions apply to contractual relationships regarding delivery and service contracts between Enneatech AG (hereinafter referred to as the 'Recipient') and Contracting Partners (hereinafter referred to as the 'Supplier') if the Contract provides for a performance relationship where the Supplier is required to provide goods and/or services to the Recipient.

The applicability of Terms and Conditions in addition to or instead of these Terms and Conditions for delivery or service relationships between the Recipient as the recipient of a service requires written confirmation of applicability. Reference to the Supplier's terms and conditions or the presentation of such terms and conditions does not constitute incorporation of the terms and conditions into the Contract.

A. Formation of the Contract

1. Supplier offers

Offers and cost estimates from the Supplier do not trigger any performance obligations for the Recipient. In particular, the Supplier shall prepare its offers and cost estimates free of charge.

2. Recipient offers

If the Recipient's offers are uneconomical or impossible, the Supplier will point out this defect in the offer and create an effective alternative by way of a counter offer.

B. Performance of the Contract

1. Delivery

a)

The Supplier is obliged to deliver the agreed goods in the agreed quality to the agreed place and, if agreed, to assemble them there so that the goods can be used as per the contractual purpose. If the Supplier finds that it will not meet this obligation, it will notify the Recipient of this immediately.

The Supplier guarantees the admissibility of and compliance with the relevant provisions of the REACH regulation for the intended use of the registration or pre-registration required by the Recipient. For products within the meaning of Article 7 of the REACH regulation, the previous clause applies on the condition that the Supplier ensures that the substances released there must meet the public law obligations of the REACH regulation.

The Supplier shall inform the Recipient about products and packaging products that constitute 'substances of very

high concern' within the meaning of Articles 57 and 59 of the REACH regulation.

b)

The Supplier is obliged to carry out delivery in a careful and diligent manner. With regard to the type of packaging, the Supplier shall adhere to the standards customary in the industry. The Supplier shall document delivery and provide the Recipient with the delivery note in addition to certificates, documents and papers in accordance with public and contractual obligations.

In particular, the Supplier shall document the delivered goods in a comprehensible form, especially gross and net weight, quantity, type of packaging, date of completion, place of dispatch and recipient. With respect to services, the Supplier shall also detail the order number and description.

c)

If a customs declaration is required, the Recipient must be listed as the importer on delivery. The Supplier is obliged to assist the Recipient with the customs declaration with respect to all information, documents and information in order to complete the customs declaration in a timely, complete and orderly manner.

d)

When fulfilling the delivery, the Supplier shall exercise the level of care and skill which would be expected of a prudent businessman. In particular, when carrying out delivery, it shall meet public law obligations that relate to suppliers of dangerous goods. These obligations concern the packaging, labelling and shipping of dangerous goods, as well as the provision of a safety data sheet within the meaning of Article 31 1)–3) of EC Regulation 1907/2006/EC in the language spoken at the place of receipt.

e)

Within the meaning of the REACH regulation, the Supplier is subject to all obligations relating to the delivery of goods that apply to the Supplier within the meaning of the REACH regulation (Article 3 No. 32 of EC Regulation 1907/2006/EC). In particular, the Supplier shall provide the Recipient with a safety data sheet in accordance with Article 31 of the REACH regulation in the language spoken in the Recipient country in all cases stipulated in Article 31 No. 1 to 3 of the REACH regulation in order for the Recipient to meet the public obligations of national and international deliveries.



2. Acceptance

a)

If required by law or by the Contract, this takes place at the place of performance after delivery and assembly, if applicable. After acceptance, the Contract is deemed to have been essentially fulfilled in accordance with the Contract.

b)

The Recipient's payment of an invoice does not constitute acceptance.

c)

The Recipient is entitled to refuse acceptance if and for as long as performance is incomplete or defective.

3. Transfer of risk

The risk of deterioration and loss shall be borne by the Supplier until acceptance. If acceptance cannot be determined by law or by the Contract, risk is transferred on arrival of the contractual object at the place of performance in a contractually determined form. If assembly of the contractual object has been contractually agreed, risk transfers to the Recipient after assembly. Risk transfers to the Recipient on acceptance.

4. Invoicing

The prices within the scope of these Terms and Conditions are net prices plus any applicable statutory VAT.

If this is provided for, or after performance, the Supplier will issue a proper, informative invoice that meets the requirements of statutory provisions.

Advance invoices can only be requested if they have been contractually agreed in writing beforehand and the requirements for advance payment have been met.

The payment amount is due on receipt of the invoice by the Recipient.

The good or service on an invoice is not linked with the implied declaration that the good or service on which the invoice is based has been accepted or is in accordance with the Contract or is free from defects or the invoice is free from objections.

If the Supplier demands that the Recipient waive withholding tax in the case of Section 50a of the Income Tax Act (Einkommensteuergesetz, EstG), it must submit a certificate of exemption within the meaning of Section 50d EstG.

5. Defective performance

Early or late performance by the Supplier and partial performance all require the Recipient's consent. Lesser performance by the Supplier requires the Recipient's prior consent. Acceptance of partial performance by the Supplier does not constitute a waiver of the remaining part. Furthermore, the – unconditional – acceptance of partial performance is not a declaration that fulfilment is to be regarded as essentially in accordance with the Contract.

6. Fulfilment

a)

The Supplier delivers its good(s) or provides its service(s) in accordance with the order placed within the scope of the legal requirements. If necessary, it will have the manner of fulfilment confirmed in writing. The Supplier shall immediately inform the Recipient of any discrepancies or obstacles in the intended performance.

b)

The Supplier shall declare the non-preferential origin of the goods in commercial documents. If necessary, it shall issue an A. TR. movement certificate. At the Recipient's request, the Supplier will issue a certificate of origin certifying the preferential origin of the goods. Goods must meet the terms and conditions of the respective preferential agreements, the unilateral conditions of origin and the generalised system of preferences for favoured countries, provided that deliveries are made within the scope of this movement of goods.

c)

The Supplier must keep the information, plans and documents made available to it for fulfilment confidential. In particular, the Supplier is obliged to not publish any information, plans and documents pertaining to the Recipient. This confidentiality obligation continues to apply for a further 10 years after the end of the Contract. Information that is already publicly available or subject to a disclosure obligation from a court or authority or must be published in order to perform the Contract is not subject to this confidentiality obligation.

The Supplier obliges its employees and parties it has commissioned to maintain secrecy to this extent.

Documents provided by the Recipient are to be returned on request. A right of retention in this regard is excluded. The Recipient's personal data must be protected. The Supplier must pass this obligation on to processors in the form in which it is itself obligated to protect data.



The Supplier will comply with the legal obligations of the Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG), the GDPR and the Recipient's data protection regulations within the scope of the contractual performance.

7. Third-party fulfilment

If the Supplier intends to fulfil performance obligations at the place of performance by using third parties, the Supplier will notify the Recipient of this when this is determined. The Supplier assures that performance by third parties meets the same quality standards that the Supplier adheres to. The Supplier shall regularly check the quality of companies it has commissioned and provide evidence of this quality check to the Recipient on request.

8. Quality assurance

The Supplier assures that its goods and services meet high quality standards. The Supplier independently carries out quality assurance checks in its own company and in companies it commissions. The Supplier complies with ISO 9000 ff standard control systems and in turn encourages affiliated or commissioned companies to comply with the quality standards. Following notification, the Recipient is entitled to carry out quality checks or have them carried out within a reasonable period of time after notification.

9. Employee protection

a) Employee protection

The Supplier is obliged to comply with employment law regulations when manufacturing and delivering goods and providing services. It assures the Recipient that such regulations will not be violated, in particular that adequate accommodation will be provided when this Contract is performed. Following notification, the Recipient is entitled to check compliance with these regulations or have this checked.

b) Pay

The Supplier assures that it will pay employees of its company statutory minimum wage on performance of the Contract, as per the current version of the Minimum Wage Act (Mindestlohngesetz, MiLoG). If a collective wage agreement applies, the Supplier assures that employees will adhere to the conditions of the collective wage agreement. If employees have been taken on temporarily, it assures that the statutory minimum base fee is paid in accordance with Section 3a of the Temporary Work Act (Arbeitskräfteüberlassungsgesetz, AÜG). The Supplier is obliged to pay social security contributions and contributions to the employers' liability insurance association for employees used to perform the Contract.

The Supplier only insures companies to perform the obligations under the Contract, where obligations to pay employees and contributions are also observed. If third-party employees are used, the Supplier will have it confirmed in writing that these employment law provisions will not be violated. The Supplier will send this confirmation to the Recipient at the Recipient's request.

Should an employee of the Supplier or a company commissioned by it to perform the Contract make a claim against the Recipient for payment of an amount equal to the difference to the minimum wage or minimum wage in the industry and this claim is justified, the Supplier shall indemnify the Recipient against these claims. In the internal relationship between the Recipient and the Supplier, the Supplier is responsible for the debt as a whole.

c)

The Supplier assures that it does not employ employees illegally, nor do companies commissioned by it.

10. Default rights

a)

The Supplier owes performance which, according to 1.a) of these Terms and Conditions, is in accordance with the Contract, in accordance with the regulations and in accordance with the law. If the Supplier has guaranteed a certain quality, the goods must have this quality.

b)

The Supplier is obliged to inform the Recipient of the risks of handling the delivered item.

c)

In the case of a mutual commercial purchase, the Recipient will inspect the goods and notify the Supplier of any defects within 10 days. Insofar as a defect was not found on inspection, the Recipient will report the defect within 10 days of the defect being found.

d)

If the Recipient requests supplementary performance in the event of defective performance by the Supplier, the Supplier must take the operational interests of the Recipient into account in the supplementary performance and adapt the execution of the supplementary performance to these interests.

e)

If supplementary performance is not fulfilled by the Supplier in a timely manner, if it is not reasonable for the Recipient,



if it is not possible for the Supplier or if setting a deadline for supplementary performance is unnecessary, the Recipient can choose to demand a reduction in price, withdraw from the Contract, demand compensation or have the defect rectified and demand reimbursement of any expenses incurred as a result of this from the Supplier.

In particular, supplementary performance cannot be reasonably expected of the Recipient if supplementary performance would result in disproportionately high subsequent costs or potential damages.

f)

The Recipient is immediately entitled to withdraw from the Contract if, based on the MiLoG or the Act on Mandatory Working Conditions for Workers Posted Across Borders and for Workers Regularly Employed in Germany (Arbeitnehmer-Entsendegesetz, AentG), employees of the Supplier or a company commissioned by it are entitled to make claims. In addition, in this case the Recipient is directly entitled to demand compensation for damages from the Supplier.

g)

The Supplier assures that its performance will not infringe any intellectual property rights, industrial property rights or copyrights. The Supplier shall indemnify the Recipient for infringements of such rights of third parties which fall under the Supplier's area of responsibility.

h)

Warranty claims for defects expire 30 months after risk is transferred. This does not apply if there is a longer statutory period.

i)

A waiver of defects must be in writing.

j)

The Supplier has appropriate liability insurance for contractual performance. Proof of cover must be provided at the Recipient's request.

Contractual design rights

1.

The assignment of rights by the Supplier requires the Recipient's consent.

2.

The Supplier shall immediately notify the Recipient if a Contract is transferred or in the event of a change in company.

3.

Offsetting or the assertion of rights of retention are only permitted if they are based on the same contractual relationship. Offsetting is also permitted for claims that have been established by law or are undisputed.

End of the Contract

1.

The right to terminate for good cause is based on statutory provisions and both Parties have the right to do so.

In particular, in the event of a breach of Contract by the Supplier, the Recipient may terminate the Contract following a warning regarding the conduct resulting in the breach.

This right of termination applies in particular to conduct that violates protection regulations under employment law in the context of the Contract being performed or if financial losses are caused to the detriment of the other Party to the Contract.

2.

If the Contract is terminated early, the Supplier must invoice the Recipient for the contractual parts that have already been performed and provide evidence of this. These will be reimbursed by the Recipient less any partial payments already made.

3.

If the Contract comes to an end, each Party must immediately return the items and documents owned by the other Party and, if necessary, dismantle and clear any structures that are still on the other Party's premises. If one Party fails to comply with this obligation, this may be rectified at the expense of the other Party.

Final provisions

Deviations from contractual provisions must be in writing.

If a clause from these Terms and Conditions is declared invalid or void due to a court decision, it should be replaced by a valid provision that the Parties would have chosen had they been aware of the legal defect which most closely corresponds to the economic purpose of the provision and which in turn is valid.

If a clause is invalid or void, this shall not result in the invalidity of the entire Terms and Conditions or Contract.

The place of jurisdiction for disputes arising from this Contract is Aurich in East Frisia. German law applies. The Parties exclude the application of the United Nations Convention on Contracts for the International Sale of



Goods of 11 April 1980 ('CISG') and international private law
in favour of German law.

Mandatory mediation is not provided for.

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