

General Terms and Conditions of Purchase of Südwestdeutsche Salzwerke AG

valid as of October 2022

These General Terms and Conditions of Purchase shall only apply in relation to an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.

1. order, exclusive applicability

- 1.1. Subject to differing individual agreements in individual cases, contracts with us shall be concluded exclusively in accordance with the following provisions.
- 1.2. Contradictory or deviating terms and conditions of the supplier shall only be binding on us if we have expressly acknowledged them in writing or in text form (for example in a signed negotiation protocol).
- 1.3. Our terms and conditions shall also apply if we accept the supplier's deliveries without reservation in the knowledge of conflicting or deviating terms and conditions of the supplier. This shall also apply in the event of a repeated reference by the supplier to the validity of its general terms and conditions, for example in its order confirmation. The contractual conditions of an initial order shall also apply mutatis mutandis to any additional or change orders, even if this is not expressly agreed separately.
- 1.4. These General Terms and Conditions of Purchase, as amended from time to time, shall also apply as a framework agreement to future contracts for the purchase or delivery of mobile items with the same supplier without the need to refer to them again in each individual case. In this case, we shall inform the supplier of any changes to our General Terms and Conditions of Purchase without delay and without being requested to do so.

2. order acceptance, basis of calculation

- 2.1. Acceptance of the order must be confirmed to us in writing or in text form within 14 days of receipt of the order, quoting our order no.
- 2.2. If the supplier's order acceptance or order confirmation deviates from our order, we must be expressly informed of this. These deviations shall only apply if and insofar as we expressly agree to them again in writing or in text form. The deviation also refers to the applicability of the supplier's general terms and conditions.
- 2.3. A calculation basis underlying the supplier's final offer only serves to check the plausibility of his offer and does not become part of the contract.

3. Delivery time, contractual penalty

- 3.1. The delivery time stated in the order is binding. If circumstances arise which indicate that the agreed delivery time cannot be met, the supplier is obliged to inform us immediately.
- 3.2. In the event of a delay in delivery, we shall be entitled to the statutory claims. In particular, we shall be entitled to claim damages instead of performance after the fruitless expiry of a reasonable grace period.
- 3.3. If a contractual penalty has been agreed, this shall be offset against the proven damage caused by the delay; we shall nevertheless be entitled to claim the full amount of the damage caused by the delay more than this. The applicability of §§ 340 II 2 and 341 II of the German Civil Code (BGB) remains unaffected.
- 3.4. The right to demand payment of an agreed contractual penalty shall not be forfeited by the fact that the contractual penalty was not expressly reserved upon acceptance of the performance. This reservation can be asserted until the final payment of the delivery

4. Shipping, packaging, transfer of risk

- 4.1. Delivery shall be made to the delivery address stated on the order. Unless otherwise agreed, deliveries shall be made carriage paid to the delivery address stated.
- 4.2. The supplier is not entitled to make partial deliveries without our prior express consent.
- 4.3. The risk shall not pass to us until we or our employees have taken over the goods.
- 4.4. Unless otherwise agreed, the risk of accidental loss and accidental deterioration of the item shall pass to us upon handover. This shall also apply if the supplier ships the item at our request and hands it over to a carrier or forwarder designated by him; § 447 (1) BGB is waived in this respect. If a point in time prior to handover has been agreed for the passing of risk, the risk shall not pass to us prior to the handover of the item if the supplier has failed to pack and load the item properly and correctly. The handover shall be deemed to have taken place if we are in default of acceptance; the statutory provisions shall apply in this respect.
- 4.5. An obligation to return the packaging shall only exist in the event of a special agreement. At our request, however, the supplier shall take back the packaging
- 4.6. If an acceptance has been agreed due to the nature of the delivery, this shall be formally carried out after completion by countersignature on a joint acceptance protocol.
- 4.7. If weighing on the part of the supplier has been agreed but not carried out, the weighing on our calibrated wagons shall be deemed to be the relevant incoming weight.

5. Transfer of ownership and reservation of ownership

- 5.1. Ownership shall pass to us at the time of acceptance of the goods
- 5.2. Retentions of title by the supplier shall only apply if they relate to our payment obligations for the respective delivered items to which the supplier retains title.
- 5.3. An extended reservation of title or an extended reservation of title of the supplier are expressly excluded

6. Prices and payments; right of retention

- 6.1. The prices shown in the order are binding. The prices apply to deliveries "free delivery address" including packaging, unless expressly agreed otherwise; this must be done in writing or in text form.
- 6.2. Unless otherwise agreed, the price shall include all services and ancillary services of the supplier, such as installation or assembly, including the necessary material and time expenditure, as well as all ancillary costs such as costs of packaging and loading, transport costs, costs of a transport or liability insurance, disposal.
- 6.3. We shall be entitled to rights of set-off and retention in accordance with the statutory provisions. This also applies to the defence of non-performance of the contract. In particular, we are entitled to refuse due payments as long as and to the extent that we are entitled to claims against the supplier arising from incomplete or defective performance.
- 6.4. Invoices can only be processed if they show - in accordance with the specifications of the order - the order number indicated therein; the supplier shall be responsible for all consequences arising from non-compliance with this obligation, unless he proves that he is not responsible for them. The invoice is to be sent in duplicate and provided with our order data to our postal address, or to the address separately notified for digital transmission. The invoice must not be enclosed with the consignment of goods. The supplier's tax number must be stated on all invoices. Invoices without indication of the tax number shall not be recognised and shall not be due for payment.
- 6.5. Payment shall be made after complete receipt of the goods and after receipt of the invoice, at our discretion in 14 days with a 2% discount or in 30 days net, unless otherwise agreed in writing or in text form. The date of receipt of the invoice by us shall be decisive for the calculation of deadlines.
- 6.6. The Supplier shall not be entitled to withhold further agreed services solely based on outstanding payments; this shall not apply if the outstanding payment is undisputed or has been finally determined by a non-appealable court decision.
- 6.7. We shall be entitled to rights of set-off and retention to the extent provided by law. The supplier shall only be entitled to these rights in the case of undisputed or legally binding counterclaims.

7. Warranty, liability, limitation period

- 7.1. The delivered goods shall be inspected by us within a reasonable period of time for deviations in quality and quantity. Defects which are recognisable upon proper inspection can be notified up to the expiry of 5 working days since receipt of the goods. Hidden defects that are not immediately recognisable during a proper incoming inspection shall be notified immediately upon discovery.
- 7.2. The supplier guarantees that the goods delivered by him are free of defects regarding subjective and objective requirements according to § 434 BGB. If individual samples of a consignment are defective, we may reject the entire consignment. If, due to a defective delivery, a superobligatory effort is necessary, the costs of the examination shall be borne by the supplier.
- 7.3. The supplier guarantees that the goods correspond to the latest state of the technology, the use of the best and most suitable materials, correct, appropriate, practical and safe execution, construction and assembly as well as compliance with promised specifications such as possible use, performance, efficiency, power or energy requirements, etc., and that the goods are free from defects in materials and workmanship.
- 7.4. The supplier guarantees the conformity of the goods with the previously sent drawings, which he must check beforehand for correctness and plausibility.
- 7.5. The supplier guarantees the quality of the goods, such as dimensions, weights and quality descriptions.
- 7.6. If there is a defect, we are entitled to the statutory warranty rights. At our discretion, we may demand rectification or subsequent delivery, withdraw from the contract, or reduce the price, irrespective of the severity of the defect. The claim for damages remains unaffected in any case. After expiry of a reasonable period of time, we shall also be entitled to remedy the defect ourselves or by commissioning a third party in accordance with § 637 BGB and to demand a reasonable advance payment from the supplier for this purpose. These statutory claims exist independently of any agreed contractual penalty.
- 7.7. The right of the supplier to refuse subsequent performance pursuant to § 439 (3) S. 1 BGB remains unaffected. If subsequent performance by the supplier has failed or if it is not possible or reasonable to set a deadline for subsequent performance due to urgency, no deadline need be set. In this case we shall inform the supplier immediately, as far as possible in advance.
- 7.8. The supplier's liability also extends to the parts produced by subcontractors.
- 7.9. For delivery items whose handling is not generally known, assembly and operating instructions must be sent to us separately on delivery without request, stating the

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order for which they are intended. In the event of failure to do so, the supplier shall also be liable for defects caused by improper handling.

- 7.10. The limitation period for claims for defects is 36 months, calculated from the transfer of risk, unless expressly agreed otherwise in writing or in text form or unless the law provides for longer limitation periods. In the case of devices, machines and installations, the limitation period shall commence on the acceptance date stated in our written acceptance declaration. If the acceptance is delayed without the supplier being responsible for this, the limitation period shall begin at the latest one year after the delivery item has been made available for acceptance.
- 7.11. The return of defective goods or goods that do not correspond to the order shall be at the expense and risk of the supplier.
- 7.12. Limitations of liability and exclusions of liability of the supplier are null and void.

8. Damages, product liability

- 8.1. Insofar as the supplier is responsible for product damage, it shall be obliged to indemnify us against claims for damages by third parties upon first request, insofar as the cause lies within its sphere of control and organisation and it is itself liable in relation to third parties.
- 8.2. Within the scope of its liability for cases of damage within the meaning of clause 1, the supplier shall also be obliged to reimburse any expenses pursuant to §§ 683, 670 BGB and §§ 830, 840, 426 BGB arising from or in connection with a recall action carried out by us. We shall inform the supplier in advance of the content and scope of recall measures to be carried out - insofar as this is possible and reasonable - and give him the opportunity to comment. Other legal claims remain unaffected.
- 8.3. If we are entitled to further claims for damages, these shall remain unaffected.

9. Spare parts

- 9.1. The supplier undertakes to keep spare parts for the goods delivered to us in stock for a reasonable period after delivery in accordance with the contractual agreements.
- 9.2. If the supplier plans to discontinue the production of spare parts for items that have been delivered to us, it undertakes to notify us of this in good time before discontinuing production to enable us to place further orders.

10. Liability insurance

The supplier declares that he is equipped with sufficient liability insurance cover (product liability insurance with a sum insured of at least € 10 million per personal injury/property damage). He shall submit the insurance policy to us for inspection upon request.

11. Samples and drawings

- 11.1. All drawings, models and other documents provided for the execution of the order remain our property. They may not be used for third parties or for the supplier's own purposes without our written consent.
- 11.2. The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with our express consent. The obligation to maintain secrecy shall also apply after the execution of this contract; it shall expire if and to the extent that the production knowledge contained in the illustrations, drawings, calculations, and other documents provided has become generally known.
- 11.3. Unless otherwise agreed, the documents must be returned to us in a usable condition with the remaining delivery at the latest.
- 11.4. Models must be stored carefully. Loss of or damage to models must be reported to us immediately. The supplier shall be liable for damage to and loss of documents provided to him, even if he is not at fault.

12. Tools

- 12.1. We retain ownership of tools; the supplier is obliged to use the tools exclusively for the manufacture of the goods ordered by us. The supplier is obliged to insure the tools belonging to us at replacement value against fire, water and theft damage at his own expense. At the same time, the supplier hereby assigns to us all claims for compensation arising from this insurance; we hereby accept the assignment.
- 12.2. The supplier is obliged to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work in good time at his own expense. The supplier shall notify us immediately of any malfunctions; if he culpably fails to do so, claims for damages shall remain unaffected.

13. Property rights

- 13.1. The supplier is responsible for ensuring that no industrial property rights of third parties are infringed in connection with his deliveries or services. In the event of an infringement of industrial property rights, we shall be entitled to obtain the

necessary authorisations for delivery and other disposal of the goods from the owner of the industrial property rights at the supplier's expense. However, this requires the consent of the supplier.

- 13.2. If claims are asserted against us by a third party due to the infringement of property rights, the supplier shall be obliged to indemnify us against such claims upon first written request. The supplier's obligation to indemnify us relates to all expenses necessarily incurred by us as a result of or in connection with the claim by a third party, i.e. also our own legal costs.
- 13.3. If the third party justifiably insists on non-use, the supplier must, at our request, take back or remove its services at its own expense and return the remuneration received and compensate us for the damage incurred.
- 13.4. The limitation period for these claims is three years from receipt of the delivery by us unless the law provides for longer limitation periods. However, our claims shall not become time-barred if the third party can still assert the property right against us, in particular because the third party's claim has not yet become time-barred

14. Force majeure

- 14.1. If we are prevented by force majeure from fulfilling our contractual obligations, in particular from accepting the goods, we shall be released from our obligation to perform for the duration of the impediment plus a reasonable start-up period, without being obliged to compensate the supplier for damages. Unforeseeable circumstances for which we are not responsible, and which make acceptance unreasonably difficult or temporarily out of the question, are equivalent to force majeure. Examples of this are industrial disputes, administrative measures (in particular due to epidemics and/or pandemics), energy shortages and significant operational disruptions, for example due to the destruction of the company as a whole or important departments.
- 14.2. If these obstacles last for more than 4 months, we have the right to withdraw from the contract if the fulfilment of the contract is no longer of interest to us because of the obstacle. At the supplier's request, we shall declare after the expiry of this period whether we will withdraw from the contract or fulfil our performance obligations within a reasonable period of time.

15. Confidentiality, non-assignment clause

- 15.1. The supplier undertakes to maintain confidentiality about its business relationship with us and its content. References are only permitted with our express written consent.
- 15.2. The assignment of claims to which the supplier is entitled from the business relationship with us is excluded if we are not informed of this in advance and have not given our prior written consent. Partial assignments and multiple assignments are inadmissible in any case.

16. Compliance and data protection

- 16.1. The German Corporate Governance Code (GCGC), as amended from time to time, represents essential statutory regulations for the management and supervision of German listed companies and contains recognised standards of good and responsible corporate governance in the form of recommendations and suggestions. Südwestdeutsche Salzwärke AG complies with the contents of the GCGC except for few reasonable cases expects its business partners to do likewise.
- 16.2. Within the scope of the business relationship, we are entitled to collect and process the necessary data from the supplier in accordance with the provisions of the BDSG and the DSGVO

17. Place of performance, place of jurisdiction, applicable law

- 17.1. The place of performance is our registered office in Heilbronn, or the receiving location named by us.
- 17.2. The exclusive place of jurisdiction for all claims against merchants and legal entities under public law arising from the business relationship shall be Heilbronn. However, we are also entitled to sue the supplier at his general place of jurisdiction.
- 17.3. The contractual relationship between us and the supplier shall be governed exclusively by the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) is not applicable.