



Standard Terms of Purchase

IKA Innovative Kunststoffaufbereitung GmbH & Co. KG

IKA Innovative Kunststoffaufbereitung Geschäftsführungsgesellschaft mbH

IKA Beteiligung und Management GmbH

1. Scope

1.1. The following Standard Terms of Purchase only apply in commercial transactions with entrepreneurs within the meaning of § 14 German Civil Code (BGB).

1.2. All orders placed and purchases made by us are subject exclusively to the following Standard Terms of Purchase. We do not accept any general terms and conditions of our suppliers which are contrary to our Standard Terms of Purchase unless we have explicitly acknowledged the application of such other terms.

1.3. The following Standard Terms of Purchase shall also apply if we accept without objection deliveries made by our suppliers in the awareness that such suppliers have their own contrary or deviating terms and conditions.

1.4. The following Standard Terms of Purchase shall also apply to all future business transactions with the supplier.

2. Offer

2.1. Irrespective of any draft offer, contracts are concluded with the content of our written order unless an explicit written agreement is signed.

2.2. The supplier must inform us in written form about changes of our order. To become effective these changes must be confirmed by us in writing.

3. Prices and terms of payments

3.1. The price specified in the order shall be binding. Unless otherwise agreed in written form, the price includes delivery and packaging.

3.2. We shall only be required to return reusable packaging material, such as pallets, transport crates, etc. if this has been explicitly agreed in writing and if the supplier accepts responsibility for collecting such material or assumes the cost of such collection. We shall be entitled to charge the supplier for the costs of disposing of packaging material which is not reusable.

3.3. Unless otherwise agreed or stated the price shall be inclusive of statutory value-added tax.



3.4. We are only able to process invoices which quote the order number specified in our purchase order. The supplier shall be responsible for any consequences resulting from non-compliance with this obligation.

3.5. Unless otherwise agreed in writing, we shall pay the purchase price within 14 days of delivery and receipt of invoice at a 2% prompt payment discount or within 30 days of the invoice date at no deduction.

3.6. We shall be entitled to exercise our statutory offsetting and retention rights.

4. Delivery and service

4.1. The delivery period indicated in the order shall be binding. If no delivery period is agreed, delivery or performance must be carried out immediately.

4.2. Deliveries must be made free of all expenses at the supplier's costs and risk to the receiving point specified by us ("DDP" in accordance with Incoterms in the version applicable when the contract is concluded).

4.3. The supplier shall inform us immediately in writing about the circumstances and the period of a delay should circumstances occur or should the supplier become aware of circumstances which prevent compliance with the agreed delivery period.

4.4. We shall be entitled to assert our statutory rights in the event of delivery delays. In particular we shall be entitled to demand compensation for non-performance upon the abortive expiry of a reasonable period of grace.

4.5. A delivery or service before the agreed date is only permitted with our consent. In any event, we must not suffer any disadvantage from such a delivery or service; in particular, the payment period does not begin to run before the agreed date.

4.6. The supplier must ensure that packaging is appropriate. Packaging costs are to be borne by the supplier, as are the costs of proper insurance against damage of all kinds.

4.7. Special product regulations, such as products subject to German chemical law, are to be classified, packaged and labeled in accordance with the regulations.

4.8. The supplier must ensure that delivery is made in accordance with our specification and that the technical parameters defined therein or required by us are part of the corresponding certificates.

5. Passage of risk – Documents

5.1. The risk shall only pass to us once delivery is made to us or is accepted by a person who has been explicitly authorized to take acceptance of the delivery.

5.2. The supplier shall enclose all shipping documents and enter our order number precisely on all shipping documents and delivery notes. If the supplier fails to do this, this will inevitably lead to processing delays for which we accept no responsibility.

6. Inspections for defects and warranty

6.1. We shall be required to inspect the goods for quality or quantity nonconformities within a reasonable period of time. Notification of defects shall be deemed to have been made in good time if such notification is received by the supplier with a period of 14 working days.

6.2. We shall be entitled to assert our full statutory warranty claims. Regardless of the above, we shall in all cases be entitled to demand remedy of defects or substitute delivery from the supplier. In this case the supplier shall bear all the expenses entailed in remedying defects or providing substitute delivery. We explicitly retain our right to claim damages, in particular damages for non-performance.

6.3. The warranty period is 24 months beginning with the passage of risk.

7. Product liability and insurance

7.1. If the supplier is responsible for product-related damages, the supplier shall indemnify us against claims for damages asserted by third parties on first request if such damages fall within the realm of the supplier's control or organizational responsibilities and the supplier is liable to third parties.

7.2. In this context, the supplier shall, pursuant to sections 683 and 670 of the German Civil Code (BGB), also reimburse the costs arising from or in relation to a recall action organized by us. We shall inform the supplier wherever possible and reasonable about the contents and scope of such recall action and shall provide the supplier the opportunity to comment on the same.

7.3. The supplier shall take out product liability insurance providing minimum flat-rate cover of 3 million euros per case of personal injuries or damage to property. This provision shall not affect more extensive compensation claims to which we may be entitled.

8. REACH-Regulation

8.1. The supplier guarantees that his deliveries comply with the provisions of Regulation (EC) No. 1907/2006 in its current version for the registration, evaluation, certification and limit of chemical substances ("REACH Regulation"). In particular, the supplier is responsible for ensuring that the substances he supplies have been pre-registered, as far as required under the provisions of Art. 6 of the REACH regulation.

8.2. Corresponding safety data sheets according to Art. 31 and information according to Art. 32 of the REACH regulation are to be made available to us without being asked.

8.3. If the supplier has products according to Art. 3 Paragraph 3 of the REACH Regulation, he is also responsible for ensuring that he fulfills his duty to pass on certain information in accordance with Art 33 REACH Regulation.



8.4. If the contractor violates the provisions in item 8.1. or point 8.2. REACH Regulation he will reimburse us for all resulting damages and costs and indemnifies us and hold us harmless in full. This applies in particular to any claims by third parties.

9. Intellectual property rights

9.1. The supplier warrants that deliveries made do not infringe intellectual property rights held by third parties.

9.2. If claims based on an infringement of intellectual property rights or other claims are made against us by third parties, the supplier shall indemnify and hold us harmless against such claims on first written request. We will inform and consult the supplier about any agreements, in particular settlements.

9.3. The supplier's duty to indemnify relates to all expenses, including legal costs, necessarily incurred by us arising from or in relation to claims asserted against us by third parties.

9.4. The agreed price includes the right to use the deliveries/services for which industrial property rights exist (in particular patents, brands, samples), insofar as their use, resale or processing is necessary for us.

10. Reservation of title, Supplied materials, Tools

10.1. We retain title to any parts which we may have provided to the supplier. The processing or transforming of such parts by the supplier shall be undertaken on our behalf. If goods to which we have reserved title are processed with objects which we do not own, we shall acquire co-title to the new object based on the ratio of the value of our goods to the other processed objects at the time of such processing.

10.2. If goods provided by us are inseparably mixed with other objects which we do not own, we shall acquire co-title to the new goods based on the ratio of the value of the goods to which we have reserved title to the other objects thus mixed at the time of such mixing. If goods are joined in such a way that the property of the supplier is regarded as the principal good, it shall be herewith agreed that the supplier transfers proportionate co-title to us. The supplier shall hold sole or co-title exclusively on our behalf.

10.3. We retain title to tools provided by us. The supplier shall only use the tools for the purpose of manufacturing the goods ordered by us. The supplier shall provide value as new insurance cover and insurance against fire, water, and theft for tools which are owned by us. The supplier shall undertake the requisite maintenance and inspection work at its own cost in good time. The supplier shall notify us immediately of any incidents. If the supplier culpably fails to make such notification, this shall not affect any claims for damages.

11. Export Control, Compliance

11.1 The supplier commits himself and is obliged to provide without delay at any time on our request all requested information, data and documents, of any nature whatsoever, for the authentication of the supplier and its ultimate beneficial owners. This is for example necessary for anti-money-laundering laws and provisions or examination of sanction lists or any other provision or law. The supplier is obliged to inform immediately about all changes of already given information, data and documents in course of the present provision.

11.2. It is explicitly stated that the fulfilling of our contractual obligations is subject to the condition that the fulfillment is not prevented by any impediments arising out of national or international laws and provisions, in particular, regarding foreign trade laws, or by any embargos or any other sanctions. If one of the contractual parties is subject to sanctions or embargos and the other party is no longer permitted by law – in particular pursuant to foreign trade laws – to trade with the other party, the parties will immediately terminate the business relationship. In this case, each party has to bear its own costs.

11.3. The supplier shall carefully consider and comply with all provisions governing cross-border trade, in particular, foreign trade laws. Further, the supplier shall comply with all provisions regarding to anti-corruption, competition law as well as tax law.

12. Confidentiality

12.1. The supplier irrevocably undertakes and agrees to keep the conclusion of the contract as well as all other information, data, trade and business secrets, provided by us in connection with the business relationship confidential. The supplier shall not make any of the respective information, data, trade and business secrets available, in whatever kind, to any third party or the public without our prior written consent. The supplier shall use the respective information, data, trade and business secrets exclusively for the performance of the contract.

12.2 Any advertisement and publications with regard to business relationships with us as well as the naming of us as a reference or the inclusion of us in a reference list shall need our prior written consent.

13- Written Form

13.1. All agreements such as amendments or additions to the contract and these Standard Terms of Purchase as well as ancillary agreements require written form, irrespective of whether they were made upon or following conclusion of the contract. This also applies to any alteration to this written form requirement.

14. Applicable Law, Jurisdiction

14.1. The law of the Federal Republic of Germany applies excluding any conflicts of law provisions according to international private law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

14.2. The German version of these Standard Terms of Purchase is binding. Should these Standard Terms of Purchase also be made known to the supplier in another language apart from the language in which the contract is concluded (language of contract), this is done for the sole purpose of facilitating understanding. Terms of these Standard Terms of Purchase to which a German translation has been added shall be interpreted as having the meaning assigned to them by the German translation.

14.3. Insofar as no other indication is given on the order, our place of business is the place of performance for all contractual and statutory claims.

14.4. If the supplier has its seat within the European Union, the exclusive place of jurisdiction for any disputes arising from the contractual relationship is our place of business. However, we are entitled to bring an action before any legally competent court.

14.5 If the supplier has its seat without the European Union the following arbitration clause applies: All disputes or claims out of or in connection with this contract including disputes relating to its validity, breach, termination or nullity shall be finally settled under the Rules of Arbitration of the Chamber of Industry and Commerce of Munich and Upper Bavaria (IHK München) without recourse to the ordinary courts of law by three arbitrators appointed in accordance with said rules.

14.6 Upon our request the supplier is obliged to confirm in written form the existence and content of the jurisdiction clause or arbitration clause and the choice of law clause.

15. Severability Clause

15.1. Should individual provisions of these Standard Terms of Purchase be invalid; the remaining parts of the contract will remain binding. Should a provision be wholly or partially invalid, the parties shall endeavor without delay to achieve the economic purpose intended by the invalid provision in another, legally permissible manner.

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