

General Terms and Conditions of Purchase

For THIMM Group GmbH + Co. KG - THIMM Verpackung GmbH + Co. KG - THIMM Verpackung Süd GmbH +Co.KG - THIMM Obaly, k. s.- THIMM Display GmbH + Co. KG -- THIMM Corporate Services GmbH + Co. KG

§ 1 Scope

1. The following General Terms and Conditions of Purchase for THIMM apply to all agreements made between THIMM and suppliers as regards the delivery of goods, and/or for the provision of services, work, planning or other services to THIMM insofar as the seller, contractual partner or contractor (hereinafter "supplier") is a merchant as defined in § 14 of the German Civil Code, a legal person under public law or a special public asset as defined in § 310 para. 1 of the German Civil Code. These General Terms and Conditions do not apply to consumers within the meaning of § 13 of the German Civil Code (BGB).

2. All orders placed by THIMM are to be carried out exclusively in accordance with the provisions of these General Terms and Conditions of Purchase. THIMM does not recognise any deviating conditions set by the supplier, nor shall THIMM be bound by such conditions. The THIMM General Terms and Conditions of Purchase can be viewed at www.thimm.com at any time, and may also be printed or saved from that location

§ 2 Code of Conduct

THIMM has the aspiration of being an independent and responsible family-owned business. THIMM has therefore committed itself to complying with a code of conduct which can be viewed online at all times at www.thimm.com and can be printed out from there.

THIMM expects its suppliers to comply with the principles stated in this code of conduct as an essential and legally-binding contractual obligation and also demands this from its direct suppliers and service providers.

§ 3 Conclusion of the Agreement

1. Purchase orders shall only become effective if explicitly placed by THIMM.

2. The technical specifications stated in THIMM's purchase order as well as the characteristics of the contractual item according to the technical descriptions shall be binding upon the supplier. The operation of our management systems according to DIN ISO 14001 and 50001 (in the currently valid version) requires us to give priority to energy-efficient and environmentally friendly solutions. Due to this circumstance, we would like to ask you to list the rated output and the efficiency at full and part-load operation in your offers. Furthermore, we expect compliance with the highest possible efficiency requirement of the requested product for the submission of tenders.

3. The information provided by the supplier in safety data sheets, product data sheets, declarations of no objections or specifications shall be deemed warranted properties of the goods.

4. In case of purchase orders for printed matters, die plates, printing plates and stamps, corrections or proof printings shall be submitted to THIMM in appropriate numbers for approval prior to starting production.

5. The supplier commits, when accessing the production and administration premises, to comply with the valid safety provisions. These safety provisions can be made available at any time upon request of the supplier by THIMM.

§ 4 Delivery and Services

1. Any agreed dates or deadlines are binding. The timeliness of deliveries shall be judged based on the date at which it is received at the location defined by the ordering party. Should the supplier determine that adherence to an agreed date or deadline will not be possible, it shall inform THIMM of the situation immediately, specifying the anticipated length of the delay, and the reasons for its occurrence.

2. Should the supplier be delayed in contract fulfilment, THIMM is entitled to legal claims, particularly if the legal requirements are met, the

claim for compensation for damage caused by the delay. Furthermore, in the event of a culpable delay in delivery on the part of the supplier, THIMM is entitled to demand a contractual penalty of 0.2% of the delivery or order value in accordance with the final invoice for each commenced day of delay, but in total not more than 5% of the delivery value in accordance with the final invoice. Any contractual penalty paid will be offset against a possible, further claim for damages.

The acceptance of a late delivery or service does not imply a waiver of claims for compensation by THIMM.

3. Cases of force majeure, strikes, riots, measures by authorities, as well as other material, unforeseeable and serious circumstances exempt the contracting parties from their obligations throughout the term of the disturbance. The contracting parties undertake to inform the other party immediately about the start and the end of such circumstances. If, due to such circumstances, the delivery is delayed by more than one month, either party is authorized to withdraw from the agreement with regard to the part of the agreement affected by the delayed delivery.

4. Goods are to be dispatched at the risk of the supplier. The supplier assumes any and all risk of deterioration of the goods, including accidental loss, until the goods have been delivered at the place of receipt or use defined by THIMM.

5. Unless otherwise agreed, dispatch and packaging costs shall be at the supplier's expense. Delivery and dispatch are carried out in accordance with Incoterms 2020, Clause DAP to the address specified by THIMM. Additional costs for shipment by express required for the compliance with a set delivery date shall be borne by the supplier.

6. Shipping notes indicating the content as well as the entire purchase order shall be attached to each supply. The buyer is to be informed immediately about the dispatch of goods stating the above information.

7. In case of shipment on euro-pallets, only actually returnable pallets shall be used. Shipments on non-returnable and special pallets require our prior consent, unless they are required for technical reasons. The supplier will be charged with at-cost prices for damaged or contaminated pallets. Underdeliveries are generally excluded. Excessive deliveries are to be mutually consented.

8. Ownership of the delivered goods passes to THIMM once THIMM has provided payment in full. This is to the express exclusion of any supplier rights to prolonged or extended retention of title.

§ 5

Invoicing and Payment

1. Invoices shall correspond to the purchase order regarding the order of items and prices including item numbers and cost centre.

2. Unless otherwise agreed in an individual case, payments shall be effected within 14 days less 3 % cash discount or within 30 days net.

3. The term of payment commences upon accomplishment of the delivery and receipt of the invoice made out duly. Cash discounts are also permissible, if the buyer offsets or retains a reasonable amount due to defects. Payments shall not be deemed an acknowledgement of supplies or services with regard to quality, faultlessness and quantity.

4. Without prior consent of the buyer, which shall not be rejected unduly, the supplier is not authorized to assign its non-cash claims or have them collected by third parties. Section 354 a HGB (German commercial code) shall apply to claims for money.

5. THIMM is entitled to all statutory offsetting and retention rights to the fullest extent of the law.

6. If THIMM becomes aware of facts that question the supplier's ability to perform, THIMM is entitled to demand appropriate security from the supplier before fulfilling its payment obligations. If the supplier does not comply with such a request from THIMM within a reasonable period of time set by THIMM, THIMM is entitled to withdraw from the contract if the withdrawal has been previously threatened in writing to the supplier.

§ 6

Quality Management

1. The supplier undertakes to monitor the quality of its goods and services regularly. Before each delivery or service, the supplier shall ensure that the items to be delivered are free from defects and fulfil the agreed technical requirements.

2. The supplier assures and guarantees to THIMM that the conclusion and fulfillment of the contract do not represent any legal violations, in particular with regard to compliance with laws, regulations or other provisions, and that the products in particular reflect the current state of the art in compliance with all relevant EN -, DIN, ISO - regulations and all required quality seals and quality certificates for the products to be delivered to THIMM are available. This must be proven in writing upon request by THIMM. Changes to the delivery or service item require the prior written consent of THIMM. The supplier must set up and provide evidence of a management system that complies with the recognized rules (e.g. DIN EN ISO 9000 ff., DIN EN ISO 45001, SCC SCP, and similar). In addition, the supplier must take THIMM's operational rules and regulations into account. In particular, the supplier must observe the trade association regulations and rules as well as generally recognized safety and occupational health rules. The supplier must comply with the contents of the Occupational Safety and Health Act. This includes, in particular, the preparation of risk assessments for the activities to be carried out and the work equipment used.

3. Furthermore, the supplier is obliged to provide all necessary product information, in particular regarding the composition and durability as well as the use of the contractual products, e.g. to submit safety data sheets, operating and assembly instructions, test certificates, declarations of conformity and labeling regulations with the delivery note (at least in German or English) for every delivery or service and to immediately forward to THIMM all information on violations of substance restrictions and delivery of prohibited substances. The supplier is solely responsible for compliance with accident prevention regulations when delivering and providing services. Any necessary protective devices or instructions from the manufacturer must be supplied free of charge.

4. To ensure the quality of its deliveries and services, the supplier must carry out a quality test that is appropriate in terms of type and scope. The supplier enables THIMM to ensure that the aforementioned quality management measures are being implemented at appropriate intervals and to carry out a supplier audit in each case. For this purpose, the supplier will grant THIMM access to its business premises to an appropriate extent and after prior agreement of an appointment and will provide a technically qualified employee to provide support during access. This includes in particular

the areas of management, administration, production, quality assurance, warehousing and transport, quality management, and environmental management.

5. In addition, the supplier must observe and comply with the legal positions protected under § 2 of the Act on Corporate Due Diligence in Supply Chains (Lieferkettensorgfaltspflichtengesetz - LkSG) and undertakes for its part to oblige its suppliers in a corresponding manner and to ensure that its suppliers comply with the obligations at appropriate intervals and suppliers. The supplier is obliged, upon THIMM's request, to obtain and transmit information and documents that are necessary so that THIMM can fulfill all requirements of the LkSG resulting from the contractual relationship. If the supplier discovers that a violation of the legal positions protected under § 2 LkSG has occurred or is threatening to occur in his business area or in his supply chain, he is obliged to immediately inform THIMM in writing and take the necessary preventative and remedial measures.

§ 7 Material Defects

1. The buyer shall inform the supplier within 10 business days in writing about any defects detected in the course of ordinary operations.

2. The limitation period on claims for defects shall be 36 months from the date of risk transfer, insofar as no other agreement has been made. Third parties' rights to assert claims for defects shall become statute-barred at the earliest 2 months after the elimination of the defect at the third party. This suspension of expiry of prescription shall terminate at latest 5 years after delivery to the buyer

3. In case of delivery of defective goods prior to or upon passing of risk or in case of defects occurring during the warranty period, the supplier shall at its own expense and at the buyer's choice either eliminate the defect or deliver new faultless goods.

4. If the supplier fails to comply with the obligation of subsequent performance or fails to fulfil it within a reasonable period of time, THIMM may withdraw from the contract without granting a further period and return the goods at the buyer's risk and expense.

In urgent cases, THIMM may remedy the defect itself or have it remedied by a third party, upon consultation with the supplier. The supplier shall bear the costs for such measures. THIMM may make covering purchases at the supplier's expense, upon consultation with the supplier.

5. At the supplier's request and at its expense, THIMM shall immediately make available the goods that prompted such claims.

6. The supplier shall ensure that its products meet the generally accepted technology guidelines (minimum standard: DIN or EN regulations). Moreover, it undertakes to uphold all applicable laws and regulations, regulatory and technical requirements, and professional association accident-prevention guidelines when providing its services, and indemnify THIMM from any third-party claims related to injuries due to violation of these regulations on the part of the supplier.

7. Unless otherwise agreed in the above provisions, the consequences resulting from defective supplies shall be governed by legal regulations.

8. THIMM is entitled to the statutory recourse claims within a supply chain (supplier recourse according to §§ 445a, 445b, 445c, 478 BGB) in addition to the warranty claims without restriction.

§ 8

Liability of the Supplier

1. Insofar as nothing to the contrary has been agreed upon individually or in accordance with the provisions below, statutory provisions apply with regard to supplier liability.

2. Should any third party exercise a claim for damages against THIMM due to product damage for which the supplier is responsible, the supplier shall immediately, upon first request, indemnify THIMM against any third party claims, including the expenses necessary for defending itself against such claims, if the supplier has placed the cause within his area of control and organization.

3. Should THIMM need to conduct a recall as a result of a product liability, the supplier is responsible for reimbursing THIMM for any expenses resulting from or in connection with this recall if the supplier is responsible for the product liability damage in question. Insofar as is possible and feasible in terms of time, THIMM shall report

the contents and scope of the recall to the supplier, and give the supplier the opportunity to comment. THIMM's remaining statutory rights remain unaffected.

4. Should a third party claim damages from THIMM as a result of the supplier's delivery having violated that third party's statutory property rights, the supplier shall immediately, upon first request, indemnify THIMM against such claims, and keep THIMM indemnified from any associated expenses THIMM incurs in connection with the third-party claim and its own defence against that claim, unless the supplier did not act culpably. Without the written consent of the supplier, THIMM is not entitled to recognise these third party claims and/or enter into agreements with the third party in connection with such claims. The period of limitation for such an exemption from liability is 36 months, calculated from the date of transfer of risk

§ 9

Confidentiality, Copyrights, Naming rights

1. The supplier is obliged to keep secret indefinitely all information that becomes accessible to him via THIMM that is designated as confidential or that is otherwise recognizable as business or trade secrets and, unless required for the delivery or service to THIMM, not to record, pass on or use.

2. All documents, samples, plans, drawings, models, drafts, illustrations, clichés, calculations, samples, tools or other technical specifications and documents received from THIMM remain the property of THIMM. THIMM expressly reserves all property rights and copyrights.

3. The supplier is obliged to treat the aforementioned documents and the declarations of ideas embodied in them confidentially; Furthermore, he may only use these outside of the contract and/or pass them on to third parties or make them accessible to third parties with the written consent of THIMM. This also applies to data from THIMM, regardless of the respective carrier medium. After fulfillment of the respective contract, the supplier must return them to THIMM immediately and at his own expense or, at THIMM's discretion, delete or destroy them. A right of retention is excluded in this respect.

4. The supplier will ensure through suitable contractual agreements with the employees and agents working for him that they also comply with

the above confidentiality obligations. Passing on or unauthorized recording of such business and trade secrets to third parties is prohibited.

5. There is no obligation to maintain confidentiality if the information can be proven to have been developed independently by the supplier or has been obtained lawfully and free of restrictions from another source that is authorized to pass on the relevant information or becomes known to the general public without violating this confidentiality agreement by the supplier or were demonstrably already known to the supplier without restrictions when passed on to third parties or are confirmed by THIMM in writing as being free of such restrictions or are to be disclosed or made available by the supplier due to mandatory regulations and orders, such as an authority or a court.

6. The supplier may only refer to the business connection with THIMM in his advertising if he has previously obtained express consent. He further undertakes to treat all non-obvious commercial and technical findings that become known to him through the business relationship with THIMM as confidential and to oblige his subcontractors accordingly.

7. If the supplier, its employees, agents or other vicarious agents violate these obligations, THIMM is entitled for each case of culpable violation to demand a contractual penalty to be determined at its reasonable discretion and, in the event of a dispute, to be reviewed by the competent court. The contractual penalty paid will be offset against a possible, further claim for damages.

8. The THIMM name or company logo may not appear on a variety of carrier media without THIMM's written consent.

9. Drafts or similar established by the supplier with regard to THIMM's purchase orders as well as all rights connected therewith shall pass into THIMM's ownership upon payment. This shall also apply to any copy rights, tools, printing plates or similar, which are manufactured and invoiced in accordance with THIMM's purchase order.

§ 10

REACH Regulation (EC) No. 1907/2006 / Import and export regulations / Supplier declaration

1. The supplier ensures that its deliveries comply with the provisions of EC Regulation (EC) No.

1907/2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation) in currently valid version. The supplier ensures that the substances contained in the products of the supplier are, if required, preregistered according to the provisions of the REACH regulation or registered after the transition periods, if the substance is not excluded from the registration.

2. For deliveries and services that come from an EU member state outside Germany, the supplier must provide his EU VAT identification number. If the supplier is based in a member state of the European Union, he must deliver the delivery duty paid, subject to other agreements between the parties. The supplier is obliged in all cases to observe the foreign trade regulations (in particular export control and customs regulations) that apply in the delivery country or at the supplier's headquarters. THIMM can request that the supplier submit a certificate of origin/supplier declaration in accordance with EU Regulation 2015/2447 free of charge before delivery.
3. In the event that the supplier violates one of the aforementioned obligations, he shall indemnify THIMM from all costs, claims from third parties (in particular direct or indirect claims for damages) and other disadvantages (e.g. fines) due to the violation of the above provisions upon first request. This does not apply if the supplier is not responsible for this breach of duty. Furthermore, THIMM is entitled at any time to cancel the corresponding orders immediately and to refuse to accept the corresponding delivery without incurring any costs to THIMM. Any existing claims for damages remain unaffected by this. Cancellation or refusal to accept does not constitute a waiver of any claims for damages.

§ 11

Place of Performance, Data Protection, Jurisdiction and Applicable Law

1. Place of performance and exclusive jurisdiction for all deliveries and payments, as well as all disputes in connection therewith shall be THIMM's principal place of business or place of the establishment as chosen by THIMM. THIMM is also entitled to file a claim at the supplier's place of business.

2. The law of the Federal Republic of Germany applies exclusively in its currently applicable version with the exception of conflict rules of international private law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980, as well as other international regulations on sale and service contracts shall not apply.

3. THIMM is responsible under data protection law for the processing of the supplier's personal data for the purpose of executing the contract in accordance with Article 6 Para. 1 lit. b. GDPR. The personal data is processed exclusively for the implementation and processing of the contract. Personal data will not be passed on to third parties for purposes other than contract fulfillment without the consent of the supplier. The data will be deleted as soon as they are no longer required for the purpose of their processing, unless THIMM pursuant to Art. 6 Para. 1 lit. c. GDPR is obliged to store the data for a longer period of time due to tax and commercial law retention and documentation obligations or the supplier is obliged to store data for a longer period of time in accordance with Art. 6 Para. 1 lit. a. GDPR has consented. The applicable data protection law grants the person concerned the following rights to THIMM with regard to the processing of their personal data:

- Right to information in accordance with Art. 15 GDPR,
- Right to correction in accordance with Art. 16 GDPR,
- Right to deletion in accordance with Art. 17 GDPR,
- Right to restriction of processing in accordance with Section 18 GDPR,
- Right to information in accordance with Art. 19 GDPR
- Right to data portability in accordance with Article 20 GDPR,
- Right to revoke consent given in accordance with Article 7 Para. 3 GDPR and
- Right to complain to the supervisory authority in accordance with Article 77 GDPR. Further information can be found at www.thimm.com/en/gdpr

4. If written form is required in these General Terms and Conditions, the written form is also maintained by complying with the text form (e.g. e-mail or fax).

5. On request these general terms and conditions of Purchase will be transmitted to the supplier per email.