

# General Terms and Conditions of Purchase (GTCP)

The above clause is without prejudice to Klüber's right to unilaterally terminate the contract for Supplier's material cause in case of Supplier's material default (see amongst others Clause 5.1. hereafter).

## A. Preliminary remark

### 1. Area of application and structure

- 1.1. The following General Terms and Conditions of Purchase ("GTCP") of Klüber Lubrication Benelux SA, Rue Cardinal Mercier 100, 7711 Dottignies, Belgium (hereinafter referred to as "Klüber", "we", "our" or "us") shall apply to all orders placed by us (hereinafter jointly referred to as "Order(s)") to or with third parties, including public authorities (hereinafter referred to as "Supplier(s)") for the purchase or procurement of raw materials, packaging materials, contract manufacturer services and indirect materials, as well as services (hereinafter jointly referred to as "Delivery/Deliveries").
- 1.2. The provisions of the general part of these GTCP (see Part B) apply to all Orders and Deliveries, unless the special part of these GTCP (see Part C) contains more specific provisions that take precedence over Part B. The applicability of the regulations in Part C depends on the type of Delivery:
  - The special provisions in Clause 19 also apply to raw materials. "Raw materials" are all materials, substances or other chemical components that are or will be used to manufacture products.
  - The special provisions in Clause 20 also apply to packaging materials. "Packaging materials" are all types of packaging used for the protection, transport, storage and presentation of products. They can be made from a variety of materials, including cardboard, paper, plastic, glass, metal and various composite materials.
  - The special provisions in Clause 21 also apply to contract manufacturer services. "Contract manufacturer services" are work services to be provided by the Supplier in connection with the contract filling or contract manufacturing of products.
  - The special provisions in Clause 22 also apply to indirect materials. "Indirect materials" include all Deliveries in the form of goods, work or services that are not Raw materials, Packaging materials or Contract manufacturer services (e.g. plant engineering, machines, robots, office supplies).
- 1.3. These GTCP do not apply to work or services in connection with the construction, maintenance or modification of buildings or structures. Such construction services are subject to Klüber's Terms and Conditions of Purchase for the Execution of Construction Services. These are available at <https://www.klueber.com/de/en/company/suppliers/general-conditions-of-purchase/>.

## B. General Part

### 2. Scope

These GTCP apply exclusively. We hereby expressly object to any terms and conditions of our Suppliers that deviate from or supplement these GTCP; they are not binding on us and are not included in any contracts concluded by us. Our GTCP shall also apply exclusively, even if we do not reject the inclusion of our Supplier's terms and conditions in a particular case or accept its Delivery without reservation with knowledge of contradictory or supplementary terms and conditions originating from the Supplier.

- 2.1. These GTCP also apply to all future transactions with the Supplier as general agreement, even if they are not expressly agreed upon again.
- 2.2. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCP. References to legislation are to be understood as references to such legislation as amended from time to time.
- 2.3. The ineffectiveness of individual provisions contained herein shall not affect the validity of the remaining conditions. Klüber and the Supplier commit to negotiate a valid provision replacing the ineffective individual provision and reflecting as closely as legally possible the initial intention of Klüber and the Supplier.
- 2.4. Individual agreements concluded between us and the Supplier in individual cases (including collateral agreements, addenda and amendments) shall in any case take precedence over these GTCP. The content of such individual agreements concluded between us and the Supplier must be documented in writing for reasons of proof and binding nature. Any deviating information in our Orders shall also take precedence over these GTCP.

### 3. Conclusion of contract

- 3.1. Our Orders must be placed in writing. Otherwise, they shall not be binding on any party.
- 3.2. Our Orders shall be accepted within three working days from the date of placement either by order confirmation in writing or by unconditional execution (e.g. dispatch of goods). Within the framework of an agreed purchase order or call-off schedule, call-offs of individual (partial) deliveries by us shall become binding if the Supplier does not object in writing vis-à-vis Klüber within three working days of receipt of the call-off. All calendar days are working days, except Saturdays, Sundays and public holidays in Belgium.
- 3.3. The Order text and any technical documents (drawings etc.) and product / services descriptions joined to the Order shall be authoritative for the Order details. Amendments, addenda or other deviations must be expressly indicated in the Order confirmation or outlined by technical documents (drawings etc.) and must be explicitly approved in writing by us. A reference to the Supplier's terms and conditions of sale will not suffice and will not be binding on us. Order confirmations from the Supplier that deviate from our Orders in terms of prices, delivery dates, production data or other content shall be deemed a rejection of our Order and require acceptance by us as a new offer.
- 3.4. We are entitled to unilaterally terminate the contract for the Delivery at any time and at no cost by written declaration to the Supplier stating the reason if (i) we can no longer use the ordered Delivery in our business operations due to circumstances occurring following conclusion of the contract for which the Supplier is responsible (such as non-compliance with legal requirements) or can only use it at considerable expense or (ii) the financial circumstances of the Supplier deteriorate after conclusion of the contract to such an extent that Delivery in accordance with the contract can no longer be expected.

### 4. Prices, invoices and terms of payment

- 4.1. The prices stated in the Order are fixed prices. The prices include delivery to the designated place of performance under DAP rules, as well as packaging, appropriate transport insurance to be taken out by the Supplier and all other costs associated with the consignment. They do not include the statutory VAT. Unless there is express agreement to the contrary, all Incoterms we use refer to INCOTERMS 2020 published by the International Chamber of Commerce (ICC).
- 4.2. Unless otherwise agreed, the Supplier shall bear all necessary ancillary costs in connection with the Delivery, such as travel expenses and costs for the provision of tools (e.g. if the Supplier has assumed responsibility for installation, assembly or commissioning). Remuneration or compensation for on-site visits or the preparation of offers, projects, etc. shall not be granted either by Klüber.
- 4.3. As a minimum, the Supplier's invoice must clearly state the Order number, Order item, Order date, supplier number and Klüber's article number, as well as the customs tariff number, country of origin and preference indicator, if applicable. Invoices cannot be paid until this information is provided to Klüber. Invoices shall only be processed by Klüber if they are sent to Klüber's e-mail address specified on the Order. Each Order must be invoiced separately. Collective invoices may also be issued with our prior written approval.
- 4.4. In the case of invoices deemed not sufficiently identifiable, in particular where Order references are incomplete and numbers are missing, the time period for compliance with the period of payment (see Clause 4.6) can only commence at the earliest once this is fully clarified by the Supplier. Where certificates, documentation, materials tests, test reports, etc. which form an integral part of the Order are not enclosed with the invoice or delivery, the time period for compliance with the period of payment can only commence at the earliest once these documents are received in full. The invoice must, even in the case of part shipments, be sent to us separately upon dispatch of the consignment.
- 4.5. Invoices must be issued in euros. Payments are also exclusively made in euros. Regarding Supplier's bank details, the Supplier must mention on its invoices the correct IBAN and corresponding BIC, in addition to its VAT ID number.
- 4.6. Payment shall be made by bank transfer and, unless otherwise agreed, within 30 days of cumulatively (i) Klüber's acceptance or receipt of the Delivery, (ii) Klüber's receipt of the verifiable invoice from the Supplier (the receipt timestamp generated by Klüber's electronic mailbox software is decisive), and (iii) Supplier's handover to Klüber of all documents belonging to the scope of Delivery without deduction.
- 4.7. If upon receipt of the Delivery, the Delivery contains one or more defects, the period of payment set out in Clause 4.6 can only begin at the earliest with the Klüber's acceptance or receipt of the defect-free Delivery (including all documents belonging to the scope of Delivery without deduction) at the Place of Performance.
- 4.8. Cases of default with regard to our payment obligation shall be governed by the statutory provisions, *it being understood* that the late payment interest set out in article 5 of the Belgian Law of 2 August 2002 combating late payment in commercial transactions is only due further to an unsuccessful notice of default from the Supplier to Klüber, sent by email and registered letter to Klüber, granting a remediation period of at least 15 calendar days.
- 4.9. Payments by Klüber do not constitute the recognition of the contractually agreed deliveries nor the acceptance that the Delivery (including the timing) is compliant with the agreed terms and conditions.

### 5. Defaults, delivery dates, delivery conditions and liquidated damages

- 5.1. Where the Delivery is not made within the agreed delivery period or the Supplier defaults otherwise, our rights – in particular, our right to unilaterally terminate the contract for Supplier's material cause in case of Supplier's material default and our right to receive compensation for damage from the Supplier – shall be determined in accordance with the statutory terms unless otherwise agreed below. Prior to exercising its right to unilaterally terminate for material cause, Klüber must present to the Supplier a written notice of default giving a reasonable remediation period, *unless* such a notice would be useless in the circumstances and *unless* a specific provision of these GTCP provides otherwise. Such unilateral termination by Klüber does not require a court order or arbitral award before or after the exercise of such unilateral termination.
- 5.2. Compliance with deadlines is an essential part of the contractual relationship and in case of Supplier's non-compliance with deadlines Clause 5.1. above applies. The dates and delivery periods specified in the Order or otherwise agreed all qualify as deadlines and all shall be binding on the Supplier and must be strictly adhered to by the Supplier, as otherwise considerable waiting times may result. The Supplier must notify us immediately in writing of an imminent delay or breach of the agreed dates/deadlines, indicating the reasons for such delay and its expected duration.
- 5.3. Partial deliveries and advance deliveries shall only be permitted if we have expressly agreed to such arrangements. However, *without prejudice* to Clause 4.6 above, (i) the payment claim regarding advance deliveries shall be due on the originally agreed delivery date at the earliest, and (ii) the payment claim regarding partial deliveries shall be due at the earliest on the date on which the last missing partial delivery is received by Klüber.
- 5.4. Deliveries shall only be possible at the times given in the Order or otherwise agreed. All persons in vehicles must register upon entry into our plant. In principle, children or animals may not be brought into our plant. Safety shoes and – in designated areas – safety glasses must be worn in loading and unloading zones. The orders of security staff must be followed.
- 5.5. If the Supplier is in default with respect to the timing of delivery, Clause 5.1. above applies and we shall be entitled to charge the Supplier liquidated damages for breach of contract in the amount of 0.2% of the Order value per calendar day started of delay, but not more than 5% of the Order value; the Order value is understood as the contractually agreed remuneration for the delayed Order. These liquidated damages are due and payable by the Supplier (i) by the mere delay in delivery; and (ii) without the need of any notice of default.

We can (but are under no obligation to) apply these liquidated damages for breach of contract for example upon payment of the Supplier's invoice following the late delivery by way of compensation with such invoice or otherwise. These liquidated damages and our entitlement thereto (i) are not our sole remedy if the Supplier is in default; and (ii) do not qualify as a limitation of the Supplier's liability for default, and (iii) do not affect our right to claim compensation/damages from the Supplier for actual damage incurred by us which exceeds the abovementioned liquidated damages.

Klüber Lubrication Benelux SA

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www.klueber.com/be

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Any liquidated damages paid by the Supplier to Klüber (e.g. by way of compensation) for a given default shall be deducted from Klüber's (additional) claim against the Supplier for (higher) damages for the same default.

euros (three million euros) flat rate per case of personal injury, property damage, and product-related financial loss; however, our claims shall not be limited to the sum insured.

- 5.6. Acceptance of the late delivery or payment of the corresponding invoice does not imply a waiver of damage claims or other remedies by Klüber.

## 6. Place of performance, transfer of risk, acquisition of title

- 6.1. The place of performance for the Delivery shall be the place to which the goods are to be delivered as agreed or at which the service is to be provided as agreed ("Place of Performance"). The agreed place of performance for our payment obligations shall be Dottignies, Belgium.
- 6.2. Delivery shall be made, under DAP rules, at the Supplier's risk and expense, with proper transport packaging, and to the Place of Performance indicated. The risk of accidental loss and accidental deterioration of the Delivery shall only pass to us upon acceptance by us or on our behalf at the agreed Place of Performance or, in the case of work services, after final acceptance by us, even if we agreed to cover the freightage
- 6.3. Retention of title by the Supplier on the products delivered to Klüber shall only apply insofar as it relates to our obligation for payment for the respective Deliveries to which the Supplier retains title and provided that the statutory law provisions/conditions regarding retention of title are fulfilled. In particular, an extended or prolonged retention of title shall not be permitted.

## 7. Warranty, liability for defects and other liability

- 7.1. Deliveries shall be made by the Supplier as contractually agreed and, if necessary, with the provision of the required documents and information. Klüber's commercial-logistical requirements apply and are binding on the Supplier. These are available on request and can also be accessed [our website at https://www.klueber.com/de/en/company/suppliers/information\\_and\\_requirements/](https://www.klueber.com/de/en/company/suppliers/information_and_requirements/). The statutory provisions shall apply to our rights in the event of defects and defects of title in the Deliveries (including incorrect and insufficient deliveries, as well as improper assembly, defective assembly, incorrect or incomplete or missing operating instructions) and in the event of other breaches of duty by the Supplier, unless otherwise stipulated in these GTCP.
- 7.2. We shall also be entitled to warranty rights without restriction if the defect remained unknown to us, at the time the contract was concluded, due to gross negligence by us.
- 7.3. The statutory provisions shall apply to the obligation to inspect and give notice of defects with the following proviso: Our duty to inspect is limited to checking the identity and quantity on the basis of the accompanying papers, as well as any externally recognisable damage. Klüber is under no obligation to inspect goods or services for hidden defects (e.g. Klüber has no obligation to conduct chemical quality tests on one or more materials received). A notice of defects to the Supplier for obviously recognisable defects as defined above shall in any case be deemed to be immediate and timely if it is made within five (5) working days of delivery, all calendar days are working days, except Saturdays, Sundays and public holidays in Belgium. The obligation to give notice of defects that are not obviously recognisable and that are discovered subsequently shall remain unaffected; in this respect, this period shall commence upon discovery of the defect by us.
- 7.4. Unless stipulated otherwise in these GTCP, in particular in this Clause 7 and Clause 17, the Supplier shall be liable in accordance with the statutory provisions, in particular for defects regarding the Delivery, without limitation or exclusion of liability on grounds of cause or amount, and the Supplier shall also indemnify us and hold us harmless from and against claims by third parties in this respect.
- 7.5. In principle, the right to choose the type of remedy (e.g. rectification of the defect or substitute delivery) in case of Supplier's breach shall be determined by us. The Supplier shall bear all expenses necessary for the remediation. This includes, among other things, removal and installation costs, transport, travel, labour and material costs, as well as costs for the return delivery of the defective delivery items.
- 7.6. If the Supplier does not fulfil its obligation to remedy within a reasonable period set by us, we are entitled (i) to remedy the defect ourselves or have this done by a third party without being required to have secured the consent of the Supplier, a court and/or an arbitrator prior to remediation, and (ii) to receive compensation from the Supplier e.g. for the necessary expenses and/or to receive from the Supplier a corresponding advance payment. Where remediation by the Supplier has failed or is not acceptable to us (e.g. due to particular urgency, risk to operating safety or the threat of unreasonable damage occurring), we shall not be required to set a time limit; we shall inform the Supplier of such circumstances promptly and, where possible, in advance.
- 7.7. In the event of defects of title (see also Clause 9.1) or other claims in connection with Deliveries (e.g. due to any infringements of rights), the Supplier shall hold us harmless and indemnify us against any third-party claims to the extent of its liability and shall reimburse us for any necessary expenses. Irrespective of this, the Supplier shall support us to an appropriate extent and at its own expense in any necessary legal defence against such claims.
- 7.8. If a defective Delivery means that there is a need for a more detailed incoming material quality control by Klüber than usual, the Supplier shall definitively cover the costs of this.
- 7.9. Unless otherwise agreed, the Supplier shall use suitable transport packaging for safe transport and dispose of it properly at its own risk and expense in accordance with statutory regulations.

## 8. Product and manufacturer's liability

- 8.1. The Supplier shall, to the extent of its liability, hold us harmless and indemnify us against any third-party claims from and in connection with personal injuries and property damage if and insofar as the cause was under the Supplier's control and organisational sphere. In this context, to the fullest extent permitted by law, the Supplier shall also bear the obligation to reimburse us all expenditure, which is incurred by us due to or in connection with a product recall or any other measure carried out by us. We shall inform the Supplier about the content and scope of recall measures – as far as possible and reasonable – and give it the opportunity to comment. Further legal claims by us shall remain unaffected.
- 8.2. The Supplier shall take out and maintain product liability insurance (including extended product liability and recall costs cover) with an insured sum of at least a 3,000,000

## 9. Legal compliance; ecology/environment; foreign trade legislation

- 9.1. The Supplier warrants that its Deliveries and their intended use will not breach either industrial property rights or other third-party rights or statutory or official regulations of any kind applicable to the Place of Performance. In addition, our Suppliers must comply with the standards of the international environmental management standard ISO 14001:2015-09 or, if this version of the standard is replaced by an updated version, with the requirements of this updated version of the standard from the start of its validity. The Supplier acknowledges receipt and acceptance of said standards.
- 9.2. The Supplier shall comply with applicable regional, national and international export, customs and foreign trade legislation ("Foreign Trade Legislation") requirements for all Deliveries. The Supplier must obtain required shipment authorisations and export permits, unless under the applicable Foreign Trade Legislation, these authorisations or permits must be applied for by us or a third party, and not the Supplier. If the required authorisations and/or permits are not received within a period of three (3) months from conclusion of the contract (see Clause 3), we shall be entitled to unilaterally terminate the contract for the Delivery at no cost and upon a simple notice, without prejudice however to Klüber's right to unilaterally terminate the contract for Supplier's material cause in case of Supplier's material default (see amongst others Clause 5.1 above).
- 9.3. The Supplier shall communicate, at the earliest possible opportunity, in writing all the information and data that is required to comply with the applicable Foreign Trade Legislation upon the export, shipment, import, transit and, in the event of resale, re-export of goods and services. The Supplier confirms and guarantees that its shipments (goods, software, technology), as such and as components or accessories, are not subject to prohibitions or approval obligations under the Dual- Use Regulation EU/2021/821, including the current export list and its annexes, or the current US Commerce Control List of the Bureau of Industry and Security/Klüber.

## 10. Retention of title, tools, documents

- 10.1. All documents (e.g. drawings, figures, test specifications), samples and patterns, parts, components, semi-finished products, tools and other items, which we make available or provide to the Supplier in connection with the business relationship, shall remain our property and must be returned to us or destroyed at the Supplier's expense, at our discretion, at any time upon our request, no later than at the end of the business relationship (including any existing copies, transcripts, extracts, and reproductions). The Supplier shall not be entitled to a right of retention. Patterns, templates, tools and the like manufactured by the Supplier or manufactured by a third party and used by the Supplier shall, if they are invoiced to us, become our property upon manufacture or acquisition by the Supplier, and shall be handed over to us upon completion of the Delivery, unless otherwise agreed in writing. In case the Supplier wishes to store in leased premises any of our items set out in any of the above paragraphs, the Supplier shall inform the landlord in writing of such items' ownership status prior to bringing these items on site and the Supplier shall provide proof of such notice.
- 10.2. Our retention of title under Clause 10.1 shall extend to the full value of the products ensuing from the processing, mixing or combining of the provided items, whereby these processes are performed for us, so that we are deemed to be the manufacturer. If third parties retain their proprietary rights in the event of processing, mixing or combining with third-party items, we shall acquire joint ownership of the product in the proportion of the objective values of these goods.
- 10.3. The Supplier shall clearly mark tools to which we are entitled in accordance with Clause 10.1 as our property, store them separately for us free of charge and visibly, maintain and service them appropriately at its own expense, insure them adequately, and provide us with proof of insurance cover on request. We approve Supplier's use of the tools exclusively for the manufacture of products intended for us, unless agreed otherwise. Such approval is hereby also granted regarding the production of products based on Orders of other companies belonging to the Freudenberg Group.
- 10.4. At the end of the contract, the Supplier must return any tools belonging to us immediately upon our request, without being entitled to a right of retention (whatever claims or entitlements the Supplier may have against us, even if such claims or entitlements are confirmed by a court or arbitrator). We shall pay reasonable compensation to the Supplier for any associated transfer of the ownership share. When the tools are returned, they must be in a flawless condition which, both technically and in terms of their appearance, corresponds to their previous use. Under no circumstances may the Supplier scrap the tools without our prior written consent.

## 11. Quality assurance

The Supplier (i) shall maintain a quality management system during the entire business relationship with Klüber that complies with the requirements of DIN EN ISO 9001:2015 or, if this version of the standard is replaced by an updated version of the standard, that complies with the requirements of this updated version of the standard from the beginning of its validity, and (ii) shall monitor this system at regular intervals by way of internal audits and initiate required measures immediately upon discovery of deviations to ensure the perfect quality of all deliveries to us. We have the right to inspect the Supplier's quality assurance in consultation with it following prior notification. To the extent necessary, the Supplier shall permit us to inspect certification and auditing reports as well as test procedures carried out, including all test records and documents concerning the Delivery upon request.

## 12. Confidentiality, documents, data protection

- 12.1. All information, formulations, drawings, patterns, tools, technical records, processing methods, software, and other technical and commercial know-how made available by us or learned by the Supplier about us, as well as work results achieved in connection with these (hereinafter referred to as "Confidential Information"), must be kept confidential with respect to third parties by the Supplier and may exclusively be used in the Supplier's own operations for making Deliveries to us and only be made available to persons who must have knowledge of the Confidential Information in connection with the Supplier's business relationship with us and have been required to maintain confidentiality in accordance with this provision. This shall also apply beyond the duration of the business relationship with us for as long as and to the extent that the Supplier is unable to prove (i) that the Confidential Information was already known by the Supplier at the time it was obtained from us or (ii) that it was common knowledge at that time or (iii) subsequently became common knowledge, in each case other than through the fault of the Supplier. Special confidentiality agreements and statutory provisions on the protection of secrets shall remain unaffected.

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- 12.2. The disclosure of Confidential Information shall not establish any rights whatsoever to industrial property rights, know-how or copyrights for the Supplier, nor shall it constitute a prior publication or a right of prior use within the meaning of the applicable protection of patents, designs and inventions acts. Any form of licence requires a written agreement.
- 12.3. The Supplier must comply with the mandatory obligations of the applicable data protection legislation (in particular, the European General Data Protection Regulation). Any transfer of personal data to third parties based outside the EU shall require our express prior written consent. If necessary, the Supplier shall conclude an agreement on order processing in accordance with our template.
- 12.4. We collect, store and use personal data in accordance with the statutory provisions. You can find data protection information on our website.
- 13. Social responsibility, supply chain, compliance**
- 13.1. The Supplier shall comply with our Code of Conduct for Suppliers and must reasonably ensure that its sub-suppliers and subcontractors also act accordingly or comply with at least equivalent standards. The current version of our Code of Conduct for Suppliers (*Ethical standards for suppliers*) is available on our website at <https://www.klueber.com/de/en/company/suppliers/sustainability-and-ethical-principles/ethical-standards/>. We are entitled to amend the Code of Conduct with effect for the future, in particular in order to fulfil legal, official, judicial or institutional requirements; the Supplier shall be informed of any amendments in good time. The Code of Conduct sets out minimum standards. Insofar as statutory regulations go further or contain contradictions, the law shall take precedence.
- 13.2. As a participant in the UN "Global Compact" initiative (more details at <https://unglobalcompact.org/>), we also require our Suppliers to comply with the social and ecological principles formulated therein. We also require Suppliers (i) to comply with the United Nations Guiding Principles on Business and Human Rights and the core conventions of the International Labour Organization (ILO) and (ii) if and where applicable, to comply with Regulation 2023/1115/EU for deforestation-free products and any Belgian legislation transposing EU Directive 2024/1760 of 13 June 2024 on corporate sustainability due diligence. Under such transposition legislation, Klüber shall request information and documents regarding business relationships with Suppliers for the purpose of monitoring compliance with the requirements of such legislation, and implement appropriate control measures, and the Supplier shall provide all cooperation in this respect.
- 13.3. The Supplier warrants that its compliance measures will ensure adherence to the mandatory legal requirements applicable to it, in particular with regard to combating bribery, corruption and money laundering.
- 13.4. The Supplier guarantees not to maintain any direct or indirect business or other connections with terrorists, terrorist organisations or other criminal organisations.
- 13.5. The Supplier shall take reasonable contractual and organisational precautions to ensure that Clauses 13.1 to 13.4 included are passed on to its sub-suppliers and subcontractors and complied with by them along the supply chain. Upon request, the Supplier shall provide suitable evidence of such passing-on and compliance. Klüber shall also be entitled to inspect the Supplier's compliance with these obligations itself or through external agents on-site, i.e. at any operating site, branch office, production plant, warehouse, business premises or any other place where the Supplier conducts business, and to question the Supplier's managers, other representatives and employees in this context. The legitimate confidentiality interests of the Supplier must be taken into account in every audit and impact on business operations must be kept to a minimum. Klüber shall give the Supplier reasonable advance notice, usually not less than one week, of the performance of such an inspection, provided that this does not frustrate the statutory purpose. At the request of Klüber, the Supplier shall organise or participate at Supplier's expense in training and advance training to the extent necessary to ensure that its personnel possess an adequate level of knowledge and understanding of the requirements to be complied with in accordance with Clauses 13.1 to 13.4 included.
- 13.6. In the event of a significant breach by the Supplier (or with the involvement of an employee of the Supplier) of one or more of the standards set out in Clauses 13.1 to 13.5 included, we are entitled to unilaterally terminate for Supplier's material cause the cooperation with the Supplier upon a simple notice (without the need for a prior notice of default or reliance on court or arbitrator), to unilaterally terminate for Supplier's material cause the contract for Deliveries at no cost for us (without the need for a prior notice of default or reliance on court or arbitrator), and to unilaterally exclude for Supplier's material cause the Supplier from future Deliveries to us and all our group companies. As a more lenient measure, we may require the Supplier, in consultation with us and at Supplier's expense, to immediately draw up a plan to end or minimise the breach and to avoid future breaches. Without prejudice to Klüber's abovementioned rights and Klüber's right to review and/or reject said plan, the Supplier shall implement the agreed upon plan immediately and take all necessary measures without delay to end or minimise the breach.
- 13.7. If the Supplier becomes aware of circumstances that could constitute a breach of Klüber's obligations under the Belgian transposition legislation referred to in Clause 13.2, it bears the obligation to inform Klüber immediately and take reasonable remedial measures in consultation with Klüber.
- 14. Assignment of claims and rights of retention**
- 14.1. Without our prior written agreement, the Supplier shall not be entitled to assign its claims against us either wholly or in part, or to dispose of them in any other way.
- 14.2. We shall be entitled to rights of set-off and retention to the fullest extent permitted by law. The Supplier shall only have a right of set-off or retention on the basis of counterclaims (i) that have been recognized as founded by a judgement or arbitral award which judgement or award is final and enforceable or are undisputed, and (ii) that are synallagmatically linked to Klüber's principal claim.
- 15. Passing on Orders to third parties**
- The Supplier warrants that it will carry out the contract with us itself and provide the Deliveries itself and that it will only engage subcontractors (hereinafter referred to as "Subcontractors") with our prior written consent, which may not be unreasonably withheld. If the Supplier is permitted by us to use Subcontractors, it shall ensure, and insure itself to a reasonable extent, that the Subcontractor complies with all obligations to which the Supplier is subjected to in accordance with these GTCP and the contract for the Delivery. The Supplier accepts responsibility for any breaches by Subcontractors with regard to Klüber in accordance with the statutory provisions and the contractual provisions between Klüber and the Supplier.
- 16. Payment of wages**
- 16.1. The Supplier shall undertake and ensure in the execution of its Orders that it complies with (i) all applicable sector-specific and national minimum wage requirements, whether deriving from statutory provisions, collective bargaining agreements or other mandatory legal instruments ("**Minimum Wage Requirements**") and (ii) pays the minimum wage in the respective statutory amount. Furthermore, the Supplier shall ensure that any Subcontractors and temporary employment agencies it engages also comply with the Minimum Wage Requirements.
- 16.2. At our request, the Supplier shall provide us with suitable proof of compliance with the provisions applicable to it in accordance with Clause 16.1 – taking into account confidentiality obligations and business secrets.
- 16.3. If claims are made against us by an employee of the Supplier or of a Subcontractor due to an existing payment claim in relation with Minimum Wage Requirements or, more generally, the payment of remuneration and benefits, the Supplier shall pay us a contractual penalty of 250 euros for each case. The contractual penalty to be paid shall be offset against any compensation claim of Klüber and, per Delivery, shall be limited to a maximum of 10% of the respective Order value, and in total to a maximum of 25,000 euros (twenty-five thousand EUR) per calendar year. There shall be no obligation to pay the contractual penalty if the Supplier is not at fault and has presented evidence of compliance to Klüber, for which it shall bear the burden of proof.
- 16.4. The Supplier shall hold us harmless and indemnify us against any claims asserted against us by third parties in connection with breaches of Minimum Wage Requirements by the Supplier or, more generally, the payment of remuneration and benefits by the Supplier, to the extent of its liability including Supplier's Subcontractor's liability (see Clause 7.4) and shall reimburse us for any necessary expenses.
- 16.5. By adhering to the present GTCP, the Supplier guarantees that it does not and will not illegally employ any third-country national within the meaning of Articles 35/7 to 3/11 of the Belgian Act of 12 April 1965 on the protection of workers' remuneration. The Supplier shall obtain the same written guarantee from any Subcontractors and temporary employment agencies it engages and provide a copy of such guarantee upon our request. In case this guarantee is not complied with or proves inaccurate or incorrect, we shall be entitled to unilaterally terminate for Supplier's material cause the cooperation with the Supplier (without the need for a prior notice of default or reliance on court or arbitrator), to unilaterally terminate for Supplier's material cause the contracts concluded for Deliveries (without the need for a prior notice of default or reliance on court or arbitrator) and to unilaterally exclude the Supplier from future Deliveries to us and all our group companies (without the need for a prior notice of default or reliance on court or arbitrator). If claims are made against us by an employee of the Supplier or of a Subcontractor because this guarantee is not complied with or proves inaccurate or incorrect (joint liability for the payment of remuneration), the Supplier shall hold us harmless and indemnify us against any such claim and shall reimburse us for any necessary expenses.**
- 16.6. In the event of a grossly negligent or wilful breach by the Supplier of the obligations under Clauses 16.1 to 16.5 included, we shall be entitled to unilaterally terminate for Supplier's material cause the cooperation with the Supplier (without the need for a prior notice of default or reliance on court or arbitrator), to unilaterally terminate for Supplier's material cause the contracts concluded for Deliveries (without the need for a prior notice of default or reliance on court or arbitrator) and to unilaterally exclude the Supplier from future Deliveries to us and all our group companies (without the need for a prior notice of default or reliance on court or arbitrator).
- 17. Statute of limitations**
- 17.1. The reciprocal claims between us and the Supplier shall lapse in accordance with the statutory provisions, unless otherwise stipulated below.
- 17.2. Our warranty claims due to defects and defects of title of the Deliveries shall lapse in accordance with statutory provisions, unless agreed otherwise. Furthermore, claims arising from defects of title shall never lapse as long as the third party can still assert the right against us – in particular, in the absence of a limitation period. Further statutory rights to which we are entitled shall remain unaffected by this provision.
- 18. Applicable law and place of jurisdiction**
- 18.1. The law of Belgium applies exclusively to these GTCP and the entire legal relationship / business relationship (including the Order(s) and the contract(s)) between us and the Supplier. The application of the UN Convention on Contracts for the International Sale of Goods (C.I.S.G.) and other bilateral and multilateral conventions on uniform law on the international sale of goods is excluded.
- 18.2. The exclusive place of jurisdiction for all claims arising from our business relations with a Supplier, in particular from or in connection with contracts or Orders concerning Deliveries, including the formation or the validity of such contracts and Orders, shall be the Commercial Court of Hainaut, division of Tournai, Belgium (*Tribunal de l'entreprise du Hainaut, division de Tournai, Belgique*). In all cases, however, we shall also be entitled, at our discretion, to bring an action against the Supplier before the Courts of the Place of Performance or before the Courts where the Supplier has its corporate seat or domicile.
- 18.3. If the Supplier is domiciled outside Belgium, we shall also be entitled, at our discretion, to have all claims, disputes or differences of opinion arising from or in connection with our business relationships with the Supplier, in particular contracts and Orders for Deliveries, finally and bindingly resolved in accordance with the CEPANI Rules of Arbitration by one or more arbitrators appointed in accordance with said Rules and such excluding recourse to the ordinary courts of law. The place of arbitration is Brussels, Belgium. The arbitration proceedings, if any, shall be held in English. Upon the Supplier's request, we shall exercise our right to choose arbitration, before proceedings are initiated. In case we have not exercised our right to choose arbitration within fourteen calendar days following the Supplier's written request to us, the Supplier can proceed before the Commercial Court of Hainaut in accordance with Clause 18.2 above.
- 18.bis Full exemption from extracontractual liability for contractual damage**
- 18.bis.1 Klüber and the Supplier derogate by means of this Clause 18.bis from article 6.3 of book 6 of the Belgian Civil Code.

# General Terms and Conditions of Purchase (GTCP)

- 18.bis.2 Klüber and the Supplier fully exempt each other, as well as each other's auxiliaries, from any and all extracontractual liability, by virtue of any legislation (including Belgian legislation or any other legislation), due to any extracontractual fault (including but not limited to any serious fault) committed by the other aforementioned party and/or any auxiliary of the other aforementioned party in the performance of a contractual commitment under the contract between Klüber and the Supplier, as the case may be as amended from time to time. This exemption clause applies to harmful facts occurring on or after 1 January 2025.
- 18.bis.3 The exemption clause set out in Clause 18.bis.2 does not constitute an exemption from extracontractual liability for one or more of the following faults: the fault that has been committed intentionally; the fault that has been committed with the intention to cause damage; and/or the fault that affects the life, the physical and/or the psychological integrity of a person.
- C. Special part**
- 19. Raw materials**
- 19.1. The following provisions in this Clause 19 apply in addition to and take precedence over Part B of these GTCP only in relation to the purchase of raw materials (see Clause 1.2).
- 19.2. The Supplier shall comply with the applicable statutory requirements, in particular those relating to chemicals, which apply at the Place of Performance (see Clause 6.1). There are special requirements for our lubricant products, which means that additional data may be required from the Supplier for substance or product registrations and certifications. The Supplier shall, to the best of its ability, provide the necessary information on request and thus enable disclosure to external third parties.
- 19.3. The Supplier recognises that we, as a producer of chemicals, chemical mixtures and articles, are classified as a manufacturer, downstream user and importer within the meaning of the European Chemicals Regulation (EC) No. 1907/2006 ("REACH Regulation"). As part of its obligations under Clause 9.1, the Supplier warrants that it will comply with all applicable provisions of the REACH Regulation, in particular those that are necessary in order to be able to process, sell or distribute goods within the EU. This includes in particular: (a) registering or authorising chemical substances or preparations to the extent required by law, (b) implementing internal organisational measures that document compliance with obligations under the REACH Regulation, (c) ensuring that any use of chemical substances or preparations in goods (including packaging materials), or in the laboratory, production, etc., which we or our customers have indicated or notified to the Supplier, is covered by the corresponding registration or authorisation, (d) informing us immediately if a preparation or substance has not been registered or cannot be registered or authorised within the relevant period, (e) ensuring that Deliveries do not contain any substances prohibited under the REACH Regulation and (f) informing us immediately in the case of substances of very high concern (SVHC) ((a) to (f) together the "REACH Compliance"). Any violations of the REACH Compliance lead to a defect in the affected Delivery within the meaning of Clause 7.1 and give rise to Supplier's obligation to hold us harmless and indemnify us in accordance with Clause 7.7.
- 19.4. Unless otherwise agreed upon, the required documents to be supplied in accordance with Clause 7.1 include
- an inspection certificate in accordance with DIN EN 10204:2004 no. 3.1 or an equivalent internationally recognised test certificate stating the characteristics agreed upon with the Supplier; and
  - in the case of initial deliveries, particularly those which are samples, complete initial sample documentation; and
  - an EU Safety Data Sheet in electronic format and in English as a minimum requirement, which corresponds to current EU legislation; in the event of changes to the composition and/or changes to the legislation, an updated Safety Data Sheet must be sent to us without being prompted to do so.
- 19.5. In addition to Clause 9.1, the Supplier shall provide all relevant IMDS data free of charge at our request.
- 19.6. Unless otherwise agreed upon, the information and data to be provided by the Supplier in accordance with Clause 9.3 shall amongst others include the following:
- Declarations on the origin of the raw materials under commercial and preferential law (supplier's declaration or certificate of origin), including the immediate and unsolicited notification of a change of origin; if necessary, the Supplier must provide evidence of its details on the origin of the raw materials by means of an information sheet confirmed by its customs agency; and
  - all other relevant data required for compliance with internationally applicable export and chemical regulations, including in particular the REACH Regulation, the U.S. Toxic Substances Control Act (TSCA) and the Regulation (EU) No. 2019/1021 on Persistent Organic Pollutants (POP).
- 19.7. In addition to Clause 11, the Supplier shall establish and maintain a quality management system that meets the requirements of the IATF 16949 and/or DIN EN ISO 9001:2015 standard or, if this version of the standard is replaced by an updated version of the standard, that meets the requirements of this updated version of the standard from the beginning of its validity.
- 20. Packaging materials**
- 20.1. The following provisions in this Clause 20 apply in addition to and take precedence over Part B of these GTCP only in relation to the purchase of packaging materials (see Clause 1.2).
- 20.2. Unless otherwise agreed upon, packaging materials must be delivered on exchangeable Euro pallets. For correct labelling, the specifications according to our commercial-logistical requirements shall apply (see Clause 7.1).
- 20.3. The Supplier shall ensure that the packaging materials supplied comply with the requirements of any and all applicable legislation, including but not limited to (i) the European Packaging and Packaging Waste Directive 94/62/EC; (ii) the Belgian Royal Decree of 25 March 1999 containing product standards for packaging; (iii) the Belgian Act of 21 December 1998 concerning the product standards for the promotion of sustainable production and consumption patterns and for the protection of the environment and public health; (iv) other regional and national transposing laws of the Packaging Directive 94/62/EC, and (v) EU Regulation 2025/40 of 19 December 2024 on packaging and packaging waste, if and to the extent applicable to the
- Supplier. In particular, the Supplier must fulfil the requirements and obligations contained in said requirements regarding registration, system participation, data reporting, labelling, taking back, documentation and information.
- 20.4. In addition to Clause 9.1, the Supplier shall provide all relevant IMDS data free of charge at our request.
- 20.5. Unless otherwise agreed upon, the information and data to be provided by the Supplier in accordance with Clause 9.3 shall include, in particular, declarations on the origin of the packaging materials under commercial and preferential law (supplier's declaration or certificate of origin), including the immediate and unsolicited notification of a change of origin; if necessary, the Supplier shall provide evidence of its details on the origin of the packaging materials by means of an information sheet confirmed by its customs agency.
- 20.6. In addition to Clause 11, the Supplier shall establish and maintain a quality management system that meets the requirements of the IATF 16949 and/or DIN EN ISO 9001:2015 standard or, if this version of the standard is replaced by an updated version of the standard, in accordance with the requirements of this updated version of the standard from the beginning of its validity.
- 21. Contract manufacturer services**
- 21.1. The following provisions in this Clause 21 apply in addition to and take precedence over Part B of these GTCP only in relation to Suppliers acting as contract fillers or contract manufacturers for Klüber (see Clause 1.2).
- 21.2. Within the scope of its obligations according to Clause 7.1 and Clause 9.1, the Supplier shall carry out or manufacture the fillings or products exclusively according to the specifications and manufacturing instructions provided by Klüber. To this end, it must be ensured by the Supplier that (i) all raw materials and materials used as well as their storage and handling comply with the specifications provided by Klüber as well as all applicable laws, regulations and official orders, if applicable, (ii) filling is carried out in accordance with any and all applicable legislation, including but not limited to the requirements of the Belgian legal weights and measuring requirements, including the Royal Decree of 12 April 2016 regarding non-automatic weighing instruments and the Royal Decree of 15 April 2016 regarding measuring instruments and, in particular filling quantity tolerances, and with the aid of equipment that complies with the law, (iii) all packaging is labelled and marked in accordance with the specifications/manufacturing instructions and legal requirements, in particular (but not limited to) taking into account the requirements for pre-packaging in accordance with the Belgian Royal Decree of 28 December 1979 on pre-packaging and other legislation applicable in Belgium transposing the Prepackaging Directive 76/211/EEC applicable to the Supplier and the Belgian packaging legislation and other transposing laws in Belgium of the Packaging Directive 94/62/EC applicable to the Supplier, and (iv) aerosol dispensers comply with any and all applicable legislation, including but not limited to the requirements of Book IX of the Belgian Economic Code, the Belgian Royal Decree of 31 July 2009 regarding aerosols and other transposing laws applicable in Belgium of the Aerosol Directive 2008/47/EC applicable to the Supplier.
- 21.3. Upon request, the Supplier shall provide Klüber with a sample of each delivery batch.
- 21.4. In addition to Clause 11, the Supplier shall establish and maintain a quality management system that meets the requirements of the IATF 16949 and/or DIN EN ISO 9001:2015 standard or, if this version of the standard is replaced by an updated version of the standard, in accordance with the requirements of this updated version of the standard from the beginning of its validity.
- 22. Indirect materials**
- 22.1. The following provisions in this Clause 22 apply in addition to and take precedence over Part B of these GTCP only in relation to indirect materials (see Clause 1.2).
- 22.2. In the case of shipment of machines, machine parts and machine-like equipment to be assembled at our premises by the Supplier or by third parties engaged by it, the period for notification of obviously recognizable defects shall commence, notwithstanding Clause 7.3, at the beginning of operational capability after assembly has been (i) completed, and (ii) confirmed in writing to Klüber.
- 22.3. When delivering machines and systems that are covered by the EU Machinery Directive 2006/42/EC, the Supplier shall also provide a risk assessment under DIN EN ISO 12100 in compliance with the EU Machinery Directive 2006/42/EC and free of charge.