

Terms and Conditions of Purchase of Gerolsteiner Brunnen GmbH & Co. KG

1. General

1.1 These Terms and Conditions of Purchase apply to all business relationships of Gerolsteiner GmbH & Co. KG ("Gerolsteiner") with its **Suppliers*** (in the following "Supplier" or "Suppliers"). These Terms and Conditions of Purchase apply exclusively. Any terms and conditions of the Supplier that conflict with, differ from or supplement these terms and conditions are hereby rejected and do not become part of the contract unless Gerolsteiner expressly declares its agreement to this in writing. Acceptance of deliveries or performance or paying for them does not imply acceptance of the Supplier's general terms and conditions. Unless otherwise agreed, these Terms and Conditions of Purchase in the version that is current at the time of Gerolsteiner's order will also apply as a framework agreement (section 305 (3) German Civil Code (*BGB*)) to any subsequent contracts within the meaning of this subsection with the same Supplier without Gerolsteiner having to refer to its Terms and Conditions of Purchase again.

1.2 The Supplier may not have third parties (e.g. subcontractors) provide services or performance that it owes to Gerolsteiner without Gerolsteiner's prior written consent.

2. Offer, order, order confirmation

2.1 The preparation of offers and cost estimates is free of charge. Offers must be submitted in writing, stating the quantity, quality of goods and delivery period with unit prices and total prices.

2.2 Orders, any amendments or additions to them and other agreements made in connection with entering into a contract are only binding if they are made in writing. Verbal orders are only binding if they are confirmed by Gerolsteiner in writing. Fax, message by SAP or by email, in each case also without signature (text form), are also sufficient to fulfill the written form requirement.

2.3 The Supplier may only accept Gerolsteiner's order within the commitment period indicated in the order or within a period of 15 working days from the date specified in the order by written confirmation, or implicitly, in particular by shipping the goods. Working days are Monday to Friday, except for national public holidays. The date when Gerolsteiner receives confirmation is decisive for determining whether or not the deadline has been met.

3. Deadlines and related periods

3.1 The time of performance specified in Gerolsteiner's order or any other time of performance of the Supplier resulting from the Terms and Conditions of Purchase or the rest of the contract (in particular delivery dates or periods until delivery) (uniformly "Delivery Time") are binding and must be complied with by the Supplier. If a Delivery Time is not indicated in the order and also not agreed otherwise, it is 2 weeks from when the contract is entered into. Receipt of the defect-free delivery/performance at the specified place of use or acceptance by Gerolsteiner, if such is agreed or provided for by law, is decisive.

3.2 If the Supplier realizes that the agreed Delivery Time cannot be met, it must inform Gerolsteiner without undue delay, stating the reasons and the expected duration of the delay. The notification will not affect the statutory rights and claims to which Gerolsteiner is entitled in the event of default.

3.3 If the Supplier does not perform or does not perform within the agreed Delivery Time or if the Supplier is in default, Gerolsteiner's rights, in particular with regard to rescission and to damages, will be based on the statutory provisions. If the date by which the Supplier's performance must be made at the latest is specified in the contract or can be determined on the basis of the contract, the Supplier will automatically be deemed to be in default at the end of this day without there being any need to send a reminder; the statutory requirement to set a deadline before Gerolsteiner rescinds the contract or before Gerolsteiner asserts a claim for damages instead of performance remains unaffected. The statutory provisions governing situations in which there is no need for a reminder or to set a deadline (sections 286 (2), 281 (2) and (3), 323 (2) to (4) German Civil Code (*BGB*)) also remain unaffected.

4. Delivery / Passage of risk

4.1 Unless otherwise agreed, all deliveries will be made DDP Incoterms (2020) to the place of use/delivery address specified in the order. Goods are delivered with a delivery note on which the order number and place of use must be stated. Packages must be marked on the outside with the net weight and number of units. If there is a delay in processing by Gerolsteiner due to incomplete or incorrect information or documents, Gerolsteiner is not responsible for the delay; Gerolsteiner's payment deadline will be automatically extended by a reasonable period of time in this case.

4.2 The Supplier must take out transport insurance at its own expense.

5. Partial deliveries, excess deliveries or short deliveries

5.1 Gerolsteiner's prior consent is required for early deliveries and/or partial performance (partial deliveries). There is no right to consent by Gerolsteiner. If Gerolsteiner accepts partial deliveries, this does not mean

that payment claims are due sooner or that the Supplier is entitled to payment of further transport costs.

5.2 Gerolsteiner reserves the right to acknowledge excess deliveries or short deliveries in individual cases. If excess deliveries are made without Gerolsteiner's prior consent, Gerolsteiner is entitled to store the portion of the delivery exceeding the agreed quantity at the Supplier's expense for collection by the Supplier or to return it to the Supplier. In both cases, Gerolsteiner will inform the Supplier.

6. Execution documents or Materials Provided, confidentiality

6.1 Gerolsteiner reserves all property rights, copyrights and industrial property rights to all documents, materials and other objects (essentially order documents, drawings, drafts, layouts, samples or other electronic and/or physical objects, documents, information and objects) provided by Gerolsteiner to the Supplier. The Supplier may not make the aforementioned objects or their content available or disclose them to third parties or its own employees who are not involved, nor may it exploit, reproduce, or modify them. If such documents or other information are marked as confidential or if they are recognizably of a confidential nature, they must be treated confidentially, used exclusively for the contractual purposes and returned to Gerolsteiner after completion/termination of the contract. The confidentiality obligation does not expire until and insofar as the knowledge contained in the documents provided has become generally known.

6.2 Drawings, layouts, other documents or samples to be prepared individually by the Supplier must be approved by Gerolsteiner before they are used by the Supplier.

6.3 The above provisions under 6.1 and 6.2 apply mutatis mutandis to substances and materials (e.g. software, finished and semi-finished products) and to tools, templates, samples and other objects which Gerolsteiner provides to the Supplier for production ("Materials Provided"). The Materials Provided must be marked as property of Gerolsteiner, must be treated with care, stored separately at the Supplier's expense and insured at replacement value against fire and water damage, destruction, theft and other loss and damage. The Supplier will inform Gerolsteiner without undue delay if the Materials Provided are lost or damaged.

7. Price

The prices indicated in Gerolsteiner's order are binding fixed prices. They also include all shipping and transport services in accordance with DDP Incoterms (2020) and all other services and ancillary services (e.g. assembly/fitting, installation, commissioning, set-up, adjustment, trial run and/or instructions for use) and customs duties and other charges. Prices include statutory sales tax if it is not shown separately. If an order is placed without stating a price, either the price agreed in advance or the most favorable price offered on the market applies.

8. Invoice

Invoices are to be submitted separately after complete delivery/performance, or acceptance for "success-based" performance. Invoices may not be enclosed with the shipment. The order number must be indicated on each invoice. Billable partial deliveries must be marked on the invoice. The statutory sales tax is to be shown separately by tax rate. The invoice must also contain all other mandatory information required by law for a proper invoice under German law.

9. Payment

Unless otherwise agreed, payments will be made within 14 days with 4 % discount, or within 30 days net. The payment and discount periods commence upon receipt of the invoice, but not before receipt of the complete delivery/performance or acceptance by Gerolsteiner, if acceptance is agreed or provided for by law. Payments do not imply acceptance of the delivery/performance as being in accordance with the contract and free of defects.

10. Data privacy

Information on the nature, scope, purposes and legal basis of the processing of personal data of the Supplier and its data subject rights are provided at <https://www.gerolsteiner.de/datenschutz-einkauf>.

11. Declaration of conformity/manufacture's declaration

11.1 Relevant laws, provisions and regulations, in particular provisions on environmental protection, hazardous substances and accident prevention and occupational safety requirements, regulations of the employers' liability insurance associations and the generally recognized rules of technology, occupational medicine and hygiene regulations must be complied with.

11.2 Labeling obligations, such as the CE labeling requirement, must be complied with. If delivery has to comply with EU rules of origin, the Supplier must provide Gerolsteiner with the relevant proof of preference.

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11.3 The Supplier will ensure that it is always possible to trace its products. Furthermore, if a defect occurs in one of its products it will ensure that it can determine which other products may be affected without undue delay.

12. Notice of defects, rights in connection with defects

12.1 The Supplier warrants that all deliveries/performance have the quality owed, comply with the agreed purpose of use, the current state of the art technology and relevant laws, provisions and regulations, in particular food law, and have the characteristics guaranteed by the Supplier. If this concerns goods that are subject to the German Food and Feed Code (*LFGB*), or that come into contact with such goods, the requirements of this Code must be met.

12.2 Insofar as the commercial obligation to inspect and give notice of defects applies, Gerolsteiner will only inspect the goods for externally recognizable defects within the scope of the incoming goods inspection (e.g. transport and packaging damage, wrong deliveries and short deliveries) and, taking into account the circumstances of the individual case, within the scope customary in the trade, e.g. quality control in a random sampling procedure, as appropriate in terms of type and scope. Gerolsteiner will notify the Supplier of any defects detected in this manner within 8 days of discovering them. The obligation to give notice of defects discovered later, i.e. after the incoming goods inspection (e.g. during processing or after delivery of the goods to third parties) remains unaffected. In these cases, the period during which Gerolsteiner must give notice of defects is 3 working days from discovery.

12.3 In the event of defects, the Supplier must provide subsequent fulfillment, and at Gerolsteiner's choice, either remedy the defect (rectification) or deliver defect-free goods (subsequent delivery). The place of performance for subsequent fulfillment is the place of performance for provision of the services/performance. The Supplier must bear the expenses required for subsequent fulfillment, in particular transport, travel, labor and material costs. If the Supplier does not satisfy its obligation to provide subsequent fulfillment by a reasonable deadline set by Gerolsteiner, Gerolsteiner may remedy the defect itself or have it remedied by a third party (self-help remedy) and demand reimbursement of the necessary expenses or a corresponding advance payment from the Supplier in each case. If subsequent fulfillment by the Supplier has failed or is unreasonable for Gerolsteiner (e.g. due to extreme urgency, endangerment of operational safety or imminent risk of disproportionately high damage), it is not necessary to set a deadline (if applicable, a new deadline); Gerolsteiner will inform the Supplier of the unreasonable circumstances without undue delay, if possible before Gerolsteiner takes action itself.

12.4 Further statutory rights and claims, in particular to rescission or reduction, damages or damages in lieu of performance or reimbursement of futile expenses, remain unaffected. The limitation period for contractual claims for defects is 36 months from final delivery of the goods. If the Supplier owes further services in addition to the delivery such as, in particular, set-up or a similar service (e.g. assembly, fitting, installation, commissioning), final delivery will only be deemed to have taken place on completion of these further services. If the parties have agreed that the goods have to undergo acceptance, the limitation period begins on acceptance.

13. Third-party property rights, retention of title

13.1 In accordance with clause 13.2 below, the Supplier warrants that its goods do not infringe any third-party property rights in the countries of the European Union (EU) and the European Economic Area (EEA), Switzerland or other countries in which it manufactures the goods or has them manufactured.

13.2 The Supplier is required to indemnify Gerolsteiner against all claims asserted by third parties against Gerolsteiner due to an infringement of property rights referred to in clause 13.1 and reimburse Gerolsteiner for all necessary expenses in connection with such a claim. However, the claims under this clause 13.2 do not exist if the Supplier proves that it is neither responsible for the infringement of property rights, nor should have been aware of it at the time of delivery if it had exercised the due care of a prudent businessman.

13.3 The transfer of ownership of the goods to Gerolsteiner is unconditional and without regard to payment of the purchase price by Gerolsteiner. Gerolsteiner hereby objects to all provisions of and declarations by the Supplier on retention of title.

14. Compliance with legal requirements and Gerolsteiner's own standards of conduct

14.1 The Supplier is required to comply with the relevant German laws and European directives in performance of the contract. The Supplier must ensure that the subcontractors and temporary employment agencies used by it to execute contracts with Gerolsteiner also perform their services in

accordance with the applicable statutory provisions. Illegal employment of any kind must be refrained from.

14.2 When selecting subcontractors, the Supplier must verify that the requirements set out under clause 13.1 above are fulfilled and commit its subcontractors to comply with the requirements in writing.

14.3 Gerolsteiner has established internal rules of conduct and observes internationally recognized environmental, labor and social standards. The Supplier is expected to similarly observe such recognized standards and act in accordance with them.

14.4 The Supplier must comply with the Code of Conduct for Suppliers of Gerolsteiner ("Code of Conduct") as amended from time to time and the due diligence requirements of the German Supply Chain Due Diligence Act (*LkSG*), the latter even if the Supplier is not subject to the scope of application of the German Supply Chain Due Diligence Act (*LkSG*) itself.

14.5 The Supplier must endeavor to ensure that its respective suppliers/sub-suppliers and subcontractors also apply and comply with the Code of Conduct and the due diligence requirements of the German Supply Chain Due Diligence Act (*LkSG*) in their respective companies or comply with their own corresponding codes of conduct.

14.6 Gerolsteiner has a right to verify at its own expense by its own employees or third parties by means of an on-site audit and/or other suitable measures once a year, and at any time there is sufficient reason to do so, whether the Supplier is complying with the Code of Conduct and the due diligence requirements of the German Supply Chain Due Diligence Act (*LkSG*). Sufficient reason exists if Gerolsteiner must assume that the risk situation at the Supplier has changed or increased significantly. The Supplier must cooperate in an appropriate manner in the performance of the audit and Gerolsteiner must take the Supplier's business interests into account appropriately.

14.7 Insofar as there is no legal disclosure obligation, Gerolsteiner must safeguard the Supplier's trade and business secrets obtained through the audit or the other suitable measures and comply with the provisions on data protection applicable in the specific case and impose corresponding obligations to this effect on any third parties that Gerolsteiner commissions.

15. Information Security

Any incidents in the area of information security that directly affect Gerolsteiner must be reported without delay upon becoming known to the email address spoc-suppliers@gerolsteiner.com.

16. Final provisions

16.1 The place of performance is the place of use/delivery address, or, if acceptance is agreed or required by statute, then the place of performance is the place of acceptance.

16.2 The place of jurisdiction for all disputes arising directly or indirectly from these Terms and Conditions of Purchase or the contract entered into with the Supplier will be the competent court at Gerolsteiner's registered office or, at Gerolsteiner's discretion, the Supplier's general place of jurisdiction.

16.3 These Terms and Conditions of Purchase and the business relationship between Gerolsteiner and the Supplier are governed exclusively by the law of the Federal Republic of Germany. The applicability of the UN Convention on the International Sale of Goods (CISG) is excluded.

16.4. Should individual contractual provisions, including these Terms and Conditions of Purchase, not become part of the contract, or be or become void, invalid or unenforceable in whole or in part this will not affect the validity of the other provisions. If any provisions have not become part of the contract or are void or invalid, the content of the contract will be governed by the statutory provisions, if such provisions exist. Only in all other respects, and only to the extent that a supplementary interpretation of the contract is not possible, will the parties agree on a valid provision which comes as close as possible in economic terms to the meaning and purpose of the provision which has not become part of the contract, or the void, invalid or unenforceable provision.

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* The term "Supplier" also includes service providers.