

## **General Terms and Conditions of Purchase - Munters GmbH, Hamburg (as of January 2026)**

### **I. Scope, general provisions**

1. The following General Terms and Conditions of Purchase ("GTCP") shall apply to all business relationships between Munters GmbH ("Munters", "we", "us") and its suppliers/service providers (collectively referred to as "Supplier"), provided that the latter are traders within the meaning of Section 14 of the German Civil Code (*Bürgerliches Gesetzbuch* – "BGB"), legal entities under public law or special funds under public law. These GTCP shall apply in particular to the purchase and/or delivery of movable goods ("Goods"), regardless of whether the Supplier manufactures the Goods itself or purchases them from upstream suppliers, and to the provision of services.
2. These GTCP shall apply exclusively. Any terms and conditions of the Supplier that conflict with, supplement or deviate from our GTCP are hereby rejected and shall not become part of the contract. This shall not apply if we expressly agree to their application in writing. Acceptance of deliveries/services or payment therefor shall not constitute acceptance of the Supplier's terms and conditions, even if, with knowledge of the Supplier's terms and conditions, we place orders without reservation, accept deliveries or other services, or directly or indirectly refer to letters etc. containing the Supplier's terms and conditions or those of third parties.
3. Unless otherwise agreed, our GTCP in the current version at the time of our order shall, as a framework agreement within the meaning of Section 305 (3) BGB, also apply to subsequent contracts within the meaning of paragraph (1) with the same Supplier, without our having to refer to our GTCP again.
4. Individual contractual agreements and information in our orders shall always take precedence over these GTCP. Subject to proof to the contrary, any written agreement or, if no such agreement exists, our written confirmation shall be decisive for the verification of their content.
5. The requirement of written form for the purposes of these GTCP includes written form and text form (e.g. letter, email, telefax, in each case also without signature). Mandatory statutory form requirements and further proof, in particular in cases of doubt regarding the authority of the Supplier's declarant or the binding nature of such declaration, shall remain unaffected.

### **II. Conclusion of contract, contract content, written form, changes to orders**

1. Our orders, any changes or additions thereto, and any other arrangements made in connection with the conclusion of a contract shall be binding only if made in writing. The Supplier shall check our orders and any related documents, requirements or specifications on its own responsibility and shall, prior to contract conclusion and without undue delay, notify us of any obvious errors (e.g. obvious calculation errors, incorrect product specifications or incompleteness), incorrectness, ambiguities, inconsistencies or deviations from the latest state of the art in our orders, including related documents, for the purpose of enabling us to make corrections; otherwise, the contract shall be deemed not to have been concluded.
2. The Supplier may accept our orders only within the binding period specified therein, or otherwise within ten (10) working days from the date specified in the order, by written confirmation ("Order Confirmation"). Working days are Monday to Friday, disregarding national public holidays at our registered office. The date of receipt of the Order Confirmation by us during normal business hours shall be decisive for compliance with the deadline. Every acceptance shall be deemed unconditional, in particular with regard to the exclusive applicability of these GTCP. This shall also apply if the declaration of acceptance deviates from our order. Late acceptance shall be deemed new offers with the exclusive content of our corresponding expired order; we shall be free to accept or reject such offers.
3. Legally relevant declarations and notifications by the Supplier after conclusion of the contract (e.g. setting deadlines, dunning, declarations of withdrawal) shall be made in writing.
4. Subject to reasonableness and feasibility for the Supplier and as long as the Supplier has not yet fully fulfilled its obligations, we may also demand changes to the Goods in terms of design, execution and quantity or to the service in terms of the scope of services within the limits of the Supplier's capabilities even after conclusion of the contract. The consequences thereof, in particular with regard to additional or reduced costs and delivery dates, shall be regulated appropriately and by mutual agreement.

### **III. Reservation of rights, confidentiality**

1. We reserve all ownership rights, copyrights and industrial property

rights in and to all documents, materials and other items provided by us to the Supplier (essentially our order documents, plans, drawings, drafts, illustrations, calculations, product descriptions/specifications, manufacturer's instructions, manuals, samples, models and other physical and/or electronic items, documents, information and objects).

2. The Supplier may not make the aforementioned documents, materials and other items or their contents, as well as other confidential information, accessible or communicate them to third parties or its own employees who are not involved in the matter without our express written consent, nor may it exploit, reproduce or modify them. The Supplier shall keep them confidential, use them exclusively for the contractual purposes and return them to us in full after completion of the order and destroy/delete any copies (including electronic copies), unless they are required for legal retention obligations or for the execution of the contract. At our request, the Supplier shall confirm the completeness of the return and destruction/deletion and, to the extent such confirmation is not given, shall explain in writing which items or information are still required and for what reasons.
3. The aforementioned obligations shall also apply after termination of the contract and shall only expire if and to the extent that the knowledge contained in the documents or information provided has become generally known. Special confidentiality agreements and statutory provisions on the protection of trade secrets shall remain unaffected.

### **IV. Time of delivery/performance, delay in delivery**

1. The performance date specified in our order or other performance dates of the Supplier arising from these GTCP or the rest of the contract (in particular delivery/performance dates or periods until delivery) (collectively referred to as "Delivery Time") shall be binding and must be complied with by the Supplier. If no Delivery Time is specified in our order and no other agreement has been made, it shall be two (2) weeks from the conclusion of the contract (see Section II.2 above). If the Supplier becomes aware that the agreed Delivery Time cannot be met, it shall notify us thereof in writing without undue delay, stating the reasons and the expected duration of the delay. Such notification shall not affect our statutory rights and claims in the event of default.
2. The tacit extension of a service relationship between the Supplier and us beyond the contractual term is excluded. Section 625 BGB shall not apply.
3. If the Supplier fails to perform or does not perform within the agreed Delivery Time or is otherwise in default, our rights – in particular to withdrawal and damages – shall be governed by the statutory provisions, unless otherwise specified below. If the date on which the Supplier's performance must be rendered at the latest is specified in the contract or can be determined on the basis of the contract, the Supplier shall automatically be in default upon expiry of this date without the need for dunning; however, the statutory requirement to set a deadline before our withdrawal or before a claim for damages in lieu of performance shall remain unaffected. The statutory provisions governing circumstances in which no dunning letter or deadline is required (Sections 286 (2), 281 (2) and (3), 323 (2) to (4) BGB) shall likewise remain unaffected. In the event of default on the part of the Supplier, we shall additionally be entitled to claim for lump-sum damages in accordance with paragraph (4).
4. If the Supplier is in default, we may – in addition to further statutory claims, in particular on account of default, and in addition to performance – demand lump-sum compensation for the damage caused by the delay in the amount of 0.3% of the net price of the delayed portion of the delivery or the affected service per working day of the delay, but in total no higher lump-sum compensation for damage caused by delay than 5% of the net price payable for the delayed portion of the delivery or the affected service. We reserve the right to prove greater damage. The Supplier reserves the right to prove that no damage at all or only substantially lesser damage has been incurred. We are not required to prove any minimum damage.

### **V. Performance, delivery, transfer of risk, default of acceptance**

1. The Supplier is not entitled to have the performance owed by it rendered by third parties (e.g. subcontractors) without our prior written consent. The Supplier shall bear the procurement risk for its deliveries/services, unless otherwise agreed in the individual case (e.g. a limitation of the obligation to perform to certain stocks).
2. Unless otherwise agreed, DDP Incoterms (2020) shall apply to all deliveries, based on the delivery address specified in our order. If no delivery address is specified there and nothing else has been agreed, the ordering party's location shall be deemed the delivery address. The respective destination is also the place of performance for the

delivery (*Bringschuld*). Unless otherwise specified in the order, our registered office shall be the place of performance for the provision of services.

3. Each delivery of Goods shall be accompanied by a delivery note stating the date (issue and dispatch), the content of the delivery (item number and quantity) and our order identification (date and number). If the delivery note is missing, incomplete or contains incorrect information, we shall not be responsible for any resulting delays in processing and payment; our payment period shall be automatically extended by a reasonable period of time. A corresponding dispatch notice containing the same information shall be sent to us separately from the delivery note.
4. The risk of accidental destruction and chance deterioration of the Goods to be delivered shall pass to us only upon delivery to us at the delivery address within the meaning of Section V.2. If and to the extent acceptance (analogous to the meaning of *acceptance* under German contract to produce a work) has been agreed, risk shall pass to us only upon successful acceptance. Section 640 (1), (2) sentence 1 BGB shall apply accordingly to such acceptance. The statutory provisions on the devolution of risk due to default in acceptance on our part (Section V.5 below) shall remain unaffected in each case.
5. The statutory provisions shall apply to the occurrence of default in acceptance. However, the Supplier must expressly offer us its delivery/performance even if, contrary to Section 296 BGB, a time for an act to be performed by us (e.g. provision of material) is determined by the calendar or can be calculated by reference to an event preceding such act. If we are in default in acceptance, the Supplier may demand compensation for its additional expenses in accordance with the statutory provisions (Section 304 BGB).
6. The Supplier may only invoke the absence of necessary documents, drawings, services or similar to be provided by us if these have been requested by written reminder and the Supplier has not received them promptly.

#### VI. Force Majeure

If the Supplier is unable to render the delivery/performance on time due to force majeure (e.g. governmental/sovereign measures, operational disruptions of all kinds for which the Supplier is not responsible, war, fire, natural disasters, epidemics, pandemics, civil unrest, strikes, lawful lockouts), we shall – without prejudice to our other rights – be entitled, at our option, instead of unilaterally extending the period for contractual delivery/performance, to withdraw in whole or in part from the order(s) affected by the force majeure event, provided that such event is not of merely insignificant duration.

#### VII. Prices, terms of payment

1. The Supplier is obliged to issue the invoice in duplicate within 14 days of complete performance of the delivery/service. It must show the order details, the price per item or the agreed total price.
2. The prices stated in our order are binding fixed prices, unless otherwise agreed, except in cases where the Supplier generally reduces its prices. They include statutory value added tax, unless this is shown separately.
3. Unless otherwise agreed in the individual case, the prices also include all shipping and transport services in accordance with DDP Incoterms (2020) as well as all travel costs, travel time and other services and ancillary services (e.g. assembly, installation, fitting, commissioning, setup, adjustment, test run and/or instruction in use), customs duties and other charges.
4. In individual cases where freight collect delivery by a forwarding agent has been contractually agreed, our regular forwarding agent shall be commissioned with the transport of the Goods, unless otherwise agreed in writing. Transport insurance taken out by the Supplier may not be charged to us, because for freight collect deliveries such insurance is taken out and covered by us.
5. Services may be invoiced either on an hourly/daily basis or on a fixed price basis agreed between the parties in accordance with paragraphs (2) and (3). If remuneration on an hourly or daily basis is agreed, the Supplier shall, without prejudice to paragraph (1), issue a monthly invoice. It must state the name of the Supplier or employee, the date on which the service was provided, a brief and meaningful description of the service provided and the number of hours/days worked.
6. The agreed price shall be due for payment within 30 calendar days from receipt of the complete delivery or, after complete performance and, if applicable, acceptance thereof by us, and receipt of a proper invoice. If early deliveries/services are accepted, maturity shall be determined by the Delivery Time within the meaning of Section IV.1. If we pay within 14 calendar days of complete delivery/performance

and receipt of a proper invoice, the Supplier shall grant us a 3% discount on the net invoice amount.

7. Our payments shall not constitute confirmation of proper delivery, performance or acceptance.
8. We do not owe any interest on maturity. The statutory provisions shall apply to payment default.
9. We are entitled to rights of set-off and retention and other defenses to the extent provided by law. In particular, we are entitled to withhold due payments as long as we still have a claim arising from the relevant order due to incomplete or defective delivery/performance; in any case, this shall apply to the extent that retention of payment would not violate the principle of good faith under the circumstances, in particular due to the proportionate insignificance of the defect or the incompleteness of the delivery/performance.
10. The Supplier shall only be entitled to set-off and to assert a right of retention insofar as its counterclaim relied upon for this purpose (i) is either undisputed or has been declared final and absolute, or (ii) if asserted in legal proceedings, is ready for decision at the time of the last oral hearing, or (iii) is reciprocal (*synallagma*) to the main claim.

#### VIII. Retention of title

1. Title to the Goods shall be transferred to us unconditionally and irrespective of payment of the purchase price by us. We hereby object to all retention-of-title arrangements or declarations of the Supplier.
2. If, in the individual case and contrary to paragraph (1), we accept an offer by the Supplier to transfer title conditional upon our payment of the purchase price (retention of title), or if a retention of title of the Supplier otherwise arises (e.g. by express agreement with us or by mandatory law), such retention of title shall expire at the latest upon our full payment of the purchase price for the respective delivered Goods.
3. If a retention of title exists in accordance with paragraph (2), we are in the ordinary course of business, already prior to payment of the purchase price,
  - (a) authorized to resell the Goods subject to advance assignment to the Supplier, which we hereby declare, of our claim arising therefrom (in the alternative, the simple retention of title and the retention of title extended to resale shall apply). This excludes in any event all other forms of retention of title, in particular extended retention of title, transferred retention of title and retention of title extended to further processing.
  - (b) authorized to process, mix and combine the Goods (further processing, *Weiterverarbeitung*). This shall always be done for us as manufacturer, in our name and for our account. We thereby acquire title in accordance with the respective statutory provisions (unless we have already acquired title previously by payment of the purchase price).

#### IX. Provision of items

1. All items that we provide to the Supplier (e.g. finished and semi-finished products, tools, raw materials) ("Provided Items") shall be marked as our property, handled with due 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.
2. The Supplier shall inform us without undue delay if Provided Items are lost or damaged. The Supplier is obliged to return Provided Items to us at any time upon request; no rights of retention shall apply.
3. Any processing or transformation (Section 950 BGB), intermixing or mingling (Section 948 BGB) or combination (Section 947 BGB) (further processing) of Provided Items by the Supplier shall always be carried out for us as manufacturer, in our name and for our account.
4. In the event of processing or transformation (Section 950 BGB), we shall immediately acquire ownership of the newly created item or – if the processing or transformation is carried out using materials belonging to several owners – pro rata co-ownership (fractional ownership) thereof commensurate with the ratio of the value of the Provided Items to the value of the other processed/transformed materials at the time of processing/transformation. In the event that, for any reason, such acquisition of ownership or co-ownership by us should not occur, the Supplier herewith transfers to us, free of charge, its future ownership or co-ownership (in the ratio set out above) in the newly created item. We hereby accept this transfer.
5. In the event of combination (Section 947 BGB), intermixing or mingling (Section 948 BGB), we shall immediately acquire co-ownership of the newly created item in the ratio of the value of the Provided Items to the value of the other combined, intermixed or mingled items at the time of combination, intermixing or mingling. If the Provided Item is to be seen as the main item, we shall immediately acquire sole ownership (Section 947 (2) BGB). If one of the other items is to be seen as the main item, then to the extent the main item belongs to the Supplier, the Supplier herewith transfers to us, in the

aforementioned ratio, pro rata co-ownership in the combined item. We hereby accept this transfer. In the event that, for any reason, such acquisition of ownership or co-ownership by us should not occur, the Supplier hereby transfers to us, free of charge, its future ownership or, in the aforementioned ratio, its co-ownership in the newly created item. We hereby accept this transfer.

#### **X. Nature and quality of the Goods and services**

1. The Supplier warrants that its Goods comply with the specifications agreed between the Supplier and us. If the parties have not agreed on specifications for certain contractual products, the characteristics and quality of the contractual products shall be determined by the product data sheets for these contractual products, that have been expressly made available to us and which, in that case, are to be understood as specifications; if no such specifications have been agreed, the characteristics and quality of the contractual products shall be determined by the statutory provisions and the recognized rules of technology.
2. The Supplier warrants to perform its services in accordance with the service descriptions agreed between the Supplier and us. Notwithstanding the foregoing, it shall in all cases perform the services with the utmost care, taking into account the current state of science and technology at the respective time of performance and in accordance with the applicable statutory provisions, regulations and guidelines of authorities, professional and trade associations, in order to achieve the best possible result. Performance characteristics specified by us shall not release the Supplier from responsibility for ensuring technically and economically proper performance. The Supplier shall notify us without undue delay if, in its view, changes to the services are possible that would lead to an improvement.
3. The Supplier shall perform the agreed services using personnel qualified to perform the agreed services. We may require the replacement of any person deployed by the Supplier for performance of the contract if that person has demonstrably breached contractual obligations to a degree that is more than merely insignificant or does not possess the necessary expertise. The costs arising from such replacement shall be borne by the Supplier.
4. The Supplier shall establish and maintain a documented quality assurance system appropriate in type and scope, corresponding to the latest state of the art, and complying at least with the then-current requirements of DIN EN ISO 9001. The Supplier shall create records, in particular of quality inspections, and make them available to us without undue delay upon request.

#### **XI. Defective delivery or service**

1. In the event of material defects and defects of title in the Goods and/or services, as well as in the event of other breaches of duty by the Supplier, the statutory provisions shall apply, unless otherwise specified below.
2. The Supplier warrants that, upon transfer of risk to us, the Goods comply with the objective, subjective and – where applicable – assembly requirements in accordance with Section 434 BGB. In particular, the Supplier warrants that the Goods comply with the specifications and requirements within the meaning of Section X.1 as well as all applicable statutory provisions and technical standards and the latest state of the art, and are new, in particular that new production material has been used. The foregoing provisions of this paragraph (2) shall apply *mutatis mutandis* to the provision of services, with reference to the requirements set out in Sections X.2 and X.3.
3. In the event of defects, we shall be entitled to determine the type of cure ourselves, unless this is disproportionate. The place of performance for cure shall be the place of performance for delivery/service provision in accordance with Section V.2.
4. If the Supplier fails to fulfill its obligation of cure within a reasonable period set by us, we may remedy the defect ourselves or have it remedied by third parties (self-help) and demand reimbursement from the Supplier of the necessary expenses or an appropriate advance payment. If cure by the Supplier has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or the imminent occurrence of disproportionate damage), no further deadline need be set, including a renewed one where applicable; we shall inform the Supplier without undue delay of the circumstances giving rise to the unreasonableness, if possible before our self-remedy.
5. Without prejudice to Section VII.7, payment of the agreed remuneration for a service shall likewise not constitute any other approval of the service or a waiver of the assertion of warranty rights.
6. Our commercial obligation to inspect and give notice of defects shall be governed by the statutory provisions (Sections 377, 381 of the German Commercial Code (*Handelsgesetzbuch* – "HGB")) and

supplemented by this paragraph. Our obligation to inspect shall be limited to defects that become apparent during our incoming Goods inspection upon external examination including the delivery documents (e.g. transport and packaging damage, incorrect and short deliveries) or within the scope customary in trade taking into account the circumstances of the individual case, e.g. a quality inspection appropriate in terms of nature and extent carried out on a sample basis. If and to the extent acceptance has been agreed, there shall be no obligation to inspect. The obligation to give notice of defects discovered later, i.e. after the incoming Goods inspection, shall remain unaffected. Irrespective of our obligation to inspect, our notice of defects shall in any event be deemed immediate and timely if it is sent within five (5) working days of discovery or, in the case of obvious defects, within five (5) working days of receipt of the Goods.

#### **XII. Third-party industrial property rights**

1. In accordance with the following paragraph (2), the Supplier guarantees that its Goods and the services provided by it in connection with performance of the contract do not infringe any third-party industrial property rights in the countries of the European Union (EU) and the European Economic Area (EEA), or in Switzerland, as well as in the countries in which it manufactures or has Goods manufactured or in which it provides services.
2. The Supplier shall indemnify us against all claims asserted by third parties against us due to an infringement of industrial property rights referred to in paragraph (1) and reimburse us for all necessary expenses incurred in connection with such claims. However, claims under this paragraph (2) shall not exist to the extent the Supplier proves that it is neither responsible for the infringement of industrial property rights nor could have been aware of it at the time of delivery/performance when exercising due commercial care.
3. At our request, the Supplier shall, at its own expense, obtain the necessary licenses or modify and/or replace the affected delivery items/services so that no third-party industrial property rights are infringed any longer.

#### **XIII. Supplier recourse**

1. Our statutory claims for reimbursement of expenses and recourse against the Supplier within a supply chain (Sections 445a, 445b BGB) shall remain available to us in full in addition to the claims for defects. In particular, we are entitled – without thereby restricting our right of choice – to demand from the Supplier the same type of cure that we owe our customer in the individual case.
2. Before we acknowledge or satisfy a defect claim asserted by our customer (including reimbursement of expenses in accordance with Sections 445a (1), 439 (2), (3), (6) sentence 2 BGB), we shall notify the Supplier and give it an opportunity to comment in writing. If the Supplier does not use this opportunity, or not substantively, within a reasonable waiting period, and if no amicable solution is achieved either, it shall be presumed that the defect claim granted by us to our customer is actually owed. In this case, the burden of proving the contrary shall lie with the Supplier.
3. Our rights of recourse shall also apply if defective Goods have been further processed by us or another entrepreneur (e.g. by installation into another product).

#### **XIV. Product and producer liability**

1. If a third party asserts claims against us by way of product and/or producer liability on account of personal injury or property damage and such damage is attributable to a defective product of the Supplier or to performance of the contract, the Supplier shall indemnify us against such claims to the extent the cause originated within its sphere of control and organization and it is itself liable vis-à-vis third parties.
2. If, due to the defectiveness of a product of the Supplier and the resulting danger to persons and/or property, we are obliged to issue a product warning, conduct a product recall, take back products or take any other measure, the Supplier shall also bear all recall and take-back costs. Our further statutory claims and the Supplier's own statutory obligations to issue product warnings and recalls shall remain unaffected. We shall inform the Supplier of impending product warning and recall measures as early as possible, to the extent feasible and reasonable, and give it an opportunity to comment.
3. If the Supplier receives indications that its Goods unexpectedly pose a risk to persons and/or property or that the recall/withdrawal of one of its products may become necessary, it must inform us thereof in writing without undue delay, stating the cause, nature and extent of the risk and the reasons. This shall apply in particular in the case of product defects. Statutory notification and warning obligations shall remain unaffected.
4. The Supplier is obliged to take out and maintain, at its own expense,

product liability insurance with a lump-sum coverage amount of at least EUR 10 (ten) million per personal injury/property damage event, covering property damage, financial loss, personal injury and consequential financial loss. Upon our request, the Supplier shall at any time provide us with proof of the existence and scope of the insurance by furnishing an insurance confirmation and/or a copy of the insurance contract (the policy).

#### **XV. Limitation**

1. The mutual claims of the contracting parties shall become time-barred in accordance with the statutory provisions, subject to the following paragraphs.
2. Notwithstanding Sections 438 (1) No. 3 and 634a (1) No. 1 BGB, the general limitation period for claims for defects shall be three (3) years from the transfer of risk or, in accordance with this paragraph (2) sentence 4, from acceptance. If the Supplier provides partial services, overall delivery shall not occur until completion of the last partial service. If the Supplier owes further services in addition to delivery, such as, in particular, assembly or a similar service (e.g. installation, fitting, commissioning, setup, adjustment, trial run and/or instruction in use), overall delivery shall not occur until completion of these further services. If acceptance has been agreed, the limitation period shall only commence upon acceptance. The 3-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for third-party claims for surrender of property (Section 438 (1) No. 1 BGB) shall remain unaffected. Claims arising from defects of title shall not become time-barred as long as the third party (i.e. the holder of the claim or right giving rise to the defect) can still assert its claim or right against us, in particular because it is not yet time-barred.
3. The limitation periods of sales law, including the above extension, shall apply – to the extent permitted by law – to all contractual defect claims. To the extent that we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (Sections 195, 199 BGB) shall apply, unless the application of the limitation periods of sales law leads to a longer limitation period in the individual case.

#### **XVI. Prohibition of assignment, subject to Section 354a (1) HGB**

The Supplier is only entitled to assign claims against us arising from this contract to third parties with our prior written consent. In addition, Section 354a (1) HGB shall remain unaffected.

#### **XVII. Anti-corruption**

1. The contracting parties declare their firm intention to oppose any form of corruption. In particular, neither the Supplier nor any person commissioned by it may offer, promise or grant, whether directly or indirectly, any improper gifts, payments or other benefits to employees or other representatives of Munters in connection with the performance of the contract.
2. Without prejudice to any other grounds for termination or withdrawal, we shall be entitled, in the event of violations by the Supplier within the meaning of paragraph (1), to terminate the contract with the Supplier, e.g. by extraordinary termination without notice or withdrawal for good cause.
3. In the event of our termination or withdrawal pursuant to paragraph (2), we shall be entitled to return the deliveries made to date. The value of deliveries already received and not returned, or services already used, shall be remunerated to the Supplier on a pro rata basis within the scope of the contract price. For returned deliveries, the Supplier shall refund the remuneration already paid for them. Any further claim of the Supplier for remuneration or damages is excluded. Of the statutory provisions governing the right of withdrawal, only Sections 347 to 351 and 354 BGB shall remain unaffected.
4. The Supplier shall compensate us for all damage incurred directly or indirectly as a result of the termination of the contract.

#### **XVIII. Compliance: Supplier Code of Conduct, German Supply Chain Act**

1. The Supplier represents and warrants that it will take note of and comply with Munters' expectations as set out in our Supplier Code of Conduct "Supplier CoC" in its currently valid version. The "Supplier CoC" in its currently valid version is available on Munters' public website (German and English language versions), accessible on the German website via the navigation sequence: [www.munters.com/de-de/](http://www.munters.com/de-de/) → "Nachhaltigkeit" → "Governance and responsible business practices" → "Supplier Code of Conduct"; and on the English website via the navigation sequence: [www.munters.com/en-us/](http://www.munters.com/en-us/) → "Sustainability" → "Governance and responsible business practices" → "Supplier Code of Conduct".
2. The Supplier undertakes, within the scope of its business relationship

with Munters, to comply with the statutory requirements of the German Supply Chain Act (*Lieferkettensorgfaltspflichtengesetz* – "LkSG") in its currently valid version within the scope described therein (see in particular Section 2 LkSG) and in the manner described therein (see in particular Section 3 (2) LkSG). This includes, in particular, respect for human rights and the avoidance of environmental risks within its own business operations. This shall also apply even if the Supplier itself does not fall within the scope of application of the LkSG.

3. The Supplier undertakes to ensure that employees who are responsible for minimizing the relevant risks or who are exposed to them receive training on human rights and environmental issues.
4. If the Supplier identifies a potential violation of human rights or environmental obligations in relation to the provision of services to us in its own business operations and/or in its supply chains, or if it becomes aware of such a violation in any other way, it is obliged to inform us thereof without undue delay after discovery and, in addition, to inform us which measure(s) it intends to take to remedy the situation.
5. The Supplier shall cooperate with us and support us to the best of its ability in the measures required by the LkSG with regard to the cessation, avoidance and minimization of human rights and environmental risks and violations, in particular in the implementation of necessary preventive and remedial measures. We may require the Supplier to take remedial measures within a reasonable timeframe, in the event that it violates its human rights or environmental obligations. If the Supplier fails to comply with this obligation within the timeframe set, we may, subject to the requirements of Section 7 (3) LkSG, terminate the contract for good cause without notice and discontinue the entire business relationship with the Supplier.
6. Once a year or as occasion requires, we are entitled to conduct an audit at the Supplier's business premises and operating sites in order to identify or assess human rights and environmental risks or violations in the supply chain and to determine whether the Supplier is complying with its obligations under this Section XVIII ("Audit"). An occasion-based Audit within the meaning of sentence 1 exists if we must expect a materially changed or materially expanded risk situation at the Supplier and/or at its upstream suppliers. We may have the Audit carried out by our own employees or by a third party who is contractually or professionally bound to objectivity and confidentiality during the Supplier's regular business hours and without disrupting its business processes. The Supplier shall grant reasonable access to the relevant areas and documents. The Supplier is entitled to take appropriate measures to protect its trade and business secrets and to protect personal data, in particular customer data. Unless there are statutory obligations to disclose, we shall protect the Supplier's trade and business secrets obtained during the Audit and comply with the data protection provisions applicable in the specific case and shall impose corresponding obligations on any third parties we engage.
7. The Supplier undertakes, at our request, to provide all necessary information to a sufficient extent on the measures taken and on relevant upstream suppliers for the purpose of conducting a risk analysis to identify or assess human rights or environmental risks, insofar as this is required under the LkSG and permitted by applicable law or contractual agreements, and to cooperate appropriately in risk analyses and Audits to be carried out in accordance with the LkSG. The Supplier agrees that, for the purposes of a risk analysis within the meaning of the LkSG, we may transfer relevant information about the contractual relationship with the Supplier to a service provider specializing in risk analyses and have it processed there for the purpose of risk analysis on our own behalf.
8. The Supplier further undertakes to make every effort to pass on its obligations under this Section XVIII to its upstream suppliers and to work towards their compliance with the LkSG.
9. If we determine that the Supplier is in breach of any of the obligations set out in this Section XVIII, we may set the Supplier a reasonable deadline to end the breach or otherwise remedy it. If the Supplier does not end the breach or otherwise provide a remedy within the deadline and furnish us with corresponding evidence thereof, we may, without prejudice to the provision in paragraph (5), temporarily suspend the contract with that Supplier or – if necessary, also extraordinarily – terminate it for good cause or withdraw from it.
10. We shall be entitled to demand compensation from the Supplier for any damage and expenses caused by its breach of any of its obligations under this Section XVIII, unless it is not responsible for the breach and the resulting damage and expenses.

#### **XIX. Choice of law, place of jurisdiction**

1. These GTCP and the contractual relationships between the Supplier and us are governed exclusively by the law of the Federal Republic

of Germany ("FRG"), excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and other international uniform law. Any claims of a non-contractual nature arising in connection with these GTCP or the contractual relationship shall likewise be governed exclusively by the law of the FRG.

2. If the Supplier is a merchant within the meaning of the HGB, a trader within the meaning of Section 14 BGB, a legal entity under public law or a special fund under public law, or if it has no general place of jurisdiction in the FRG, Hamburg shall be the exclusive – including international – place of jurisdiction for all disputes arising directly or indirectly from these GTCP or the contractual relationship between the Supplier and us or in connection therewith. In all these cases, we shall also be entitled, at our discretion, to bring proceedings instead before the courts at the place of performance of the delivery or service obligation in accordance with these GTCP or any overriding individual agreement, or at the Supplier's general place of jurisdiction. Mandatory statutory provisions, in particular those relating to exclusive jurisdiction, shall remain unaffected.

**XX. Severability clause**

1. If contractual provisions, including these GTCP, do not form part of the contract in whole or in part, or are void, ineffective or unenforceable, the validity of the remaining provisions shall remain unaffected. The same shall apply if the contract, including these GTCP, is found to be incomplete for reasons other than those mentioned in sentence 1 (particularly due to the absence of provisions, for example due to the omission of matters requiring regulation).
2. The provisions of these GTCP that do not become part of the contract or are void or ineffective shall be replaced, or the regulatory gap in the provisions shall be filled, by the lawful and enforceable provision that most closely corresponds, in economic terms, to the meaning and purpose of the ineffective, unenforceable or missing provision as contemplated by the parties.
3. In the event of contradictions or difficulties of interpretation between the German and English versions of these GTCP, the German version shall prevail.