

## General Terms and Conditions of Delivery Polyblend GmbH, Bad Sobernheim

### § 1

#### General - Scope of Application

- (1) These terms and conditions of delivery of Polyblend GmbH (the terms and conditions hereinafter referred to as "Terms and Conditions of Delivery" and Polyblend GmbH as "Supplier") shall apply exclusively; any terms and conditions of Purchaser conflicting with or deviating from our Terms and Conditions of Delivery shall not be recognized unless their validity has been expressly agreed to in writing. The Terms and Conditions of Delivery shall also apply if the Supplier carries out the delivery to Purchaser without reservations in respect of and even though knowledgeable that Purchaser's terms and conditions conflict with or deviate from these Terms and Conditions of Delivery.
- (2) All agreements concerning the performance of an agreement between the Supplier and Purchaser shall be laid down in writing in such agreement.
- (3) These Terms and Conditions of Delivery shall only apply to merchants (entrepreneurs within the meaning of § 310 BGB).

### § 2

#### Quality - Delivery - Delay

- (1) Delivery shall be made in accordance with the standard specifications or the agreed specifications. Properties which Purchaser may expect according to our public statements or those of our assistants ("Gehilfen"), in particular in advertising or in the labeling of the goods, or on the basis of a trade custom, shall only be part of the agreed quality if they are expressly stated in an offer or an order confirmation. Guarantees shall only be binding on us if we have designated them as such in an offer or an order confirmation and our obligations under the guarantee are set out in detail therein.
- (2) The commencement of the delivery period stated by us presupposes the clarification of all technical questions and the timely and proper fulfilment of Purchaser's obligations. Delivery periods commence at the date of confirmation of the order by Supplier.
- (3) The risk of loss or accidental deterioration shall pass to Purchaser when the goods are loaded onto the transport vehicle - which does not belong to Supplier - at Supplier's premises.
- (4) If Supplier is in default for reasons for which it is responsible, then Supplier's liability shall be limited to damages in accordance with § 5 para. 4. This limitation shall not apply in the case of a commercial transaction for delivery by a fixed date.
- (5) If the delay in delivery is due to circumstances for which Supplier is not responsible, the delivery period shall be extended by a maximum of two months. If the delay has not been remedied by then, Purchaser shall be entitled to withdraw from the agreement. If Supplier is unable to meet binding delivery deadlines for reasons for which it is not responsible ("Unavailability of the Service"), Supplier shall inform Purchaser of this without delay and at the same time inform Purchaser of the expected new delivery deadline. If the performance is also not available within the new delivery period, both Supplier and Purchaser shall be entitled to withdraw from the agreement in whole or in part; Supplier shall immediately reimburse any consideration already paid by Purchaser. A case of Unavailability of the Service in this context shall particularly be deemed to be (i) the non-timely delivery of Supplier itself by its suppliers; (ii) the case where Supplier has concluded a congruent hedging transaction and neither Supplier nor its supplier are at fault; or (iii) Supplier is, in such individual case, not obliged to procure.
- (6) If Purchaser is in default of acceptance or if he violates other duties to cooperate, Supplier shall be entitled to demand compensation for the damage incurred by it and the additional expenses. In this case, the risk of accidental loss or accidental deterioration of the object of sale shall pass to Purchaser at the time of the delay in acceptance or the failure to cooperate.

### § 3

#### Security of the Supplier

- (1) Until the satisfaction of all current or future claims (including balance claims) of Supplier against Purchaser, Purchaser shall grant Supplier the following securities, which Supplier shall release at its discretion upon request, provided that the underlying value of the securities (as can be realized/monetized) exceeds the claims by more than 10 % on a sustainably (calculated) basis.
- (2) The goods delivered remain the property of Supplier until full payment has been made. Processing or transformation shall always be carried out for Supplier as manufacturer, but without any obligation for the latter, and Supplier shall acquire direct ownership or - if the processing is carried out from materials of several owners or the value of the processed item is higher than the value of the goods - co-ownership (fractional ownership) of the newly created item in the ratio of the value of the goods to the value of the newly created item. Purchaser shall keep the (co-) ownership of Supplier free of charge. Goods to which Supplier is entitled to (co-)ownership are hereinafter referred to as reserved goods.
- (3) Purchaser shall be entitled to process and sell the reserved goods in the ordinary course of business as long as it is not in default or in breach of other contractual obligations. In addition to the aforementioned cases, Supplier may also revoke this authorization if an application for the opening of insolvency proceedings is filed on behalf of Purchaser or if Purchaser ceases payment. In this case, Purchaser shall provide all information and documents necessary for the enforcement of the claims.
- (4) Pledges or transfers of ownership by way of security are not permitted. The goods may only be sent to third parties at their risk.
- (5) Purchaser hereby assigns to Supplier, by way of security, any claims arising from the resale or any other legal ground (e.g. insurance, tort) in respect of the retained goods in full - or, in the case of co-ownership of Supplier in respect of the retained goods pro rata in accordance with its co-ownership share. Supplier revocably authorizes Purchaser to collect the claims assigned to Supplier on its own account. At Supplier's request, Purchaser shall disclose the assignment and provide all necessary information and documents.
- (6) Purchaser shall inform Supplier without delay of any measures taken by third parties (compulsory enforcement measures or similar) which are directed against the reserved property. Purchaser shall take all reasonable measures within the scope of its possibilities to protect Supplier's rights.
- (7) In the event of a breach of contract by Purchaser, in particular in the event of a payment default, Supplier shall be entitled to take back the retained goods at Purchaser's expense or, if applicable, to demand assignment of Purchaser's claim for return against third parties. The taking back of the goods subject to retention of title by Supplier does not constitute a withdrawal from the agreement, as long as this is not expressly designated as such. The seizure of the purchased goods shall constitute withdrawal. After taking back the goods subject to retention of title, Supplier shall be entitled to realise them and to offset any sales proceeds after deducting reasonable realisation costs against the claim.

### § 4

#### Prices - Terms of Payment

- (1) Unless a fixed price has been agreed, Supplier reserves the right to increase the prices accordingly if cost increases occur after conclusion of the agreement, in particular due to collective wage agreements or material price increases, provided that there is a period of more than 4 weeks between the order and delivery and a fixed price was not expressly agreed.
- (2) In the event of default in payment, Supplier may demand interest on arrears in the amount of 9 percentage points above the respective applicable base interest rate (§ 247 BGB) of the European Central Bank. The assertion of further damages remains unaffected.
- (3) Bills of exchange and cheques shall only be accepted on account of performance; credit notes shall be issued subject to receipt of the monetary value amounts with value date of the day on which Supplier can dispose of the equivalent value. Discount collection

- charges and bill of exchange tax amounts shall be borne by Purchaser.
- (4) Disadvantages and costs arising in connection with the transfer of the invoice amount to the Federal Republic of Germany shall be borne by Purchaser. If the agreed method or route of payment cannot be complied with, Purchaser shall be obliged to make payment in accordance with Supplier's instructions.
  - (5) Purchaser may only offset counterclaims if his counterclaims have been legally established, are undisputed or have been recognised by Supplier. Purchaser shall only be entitled to exercise a right to offset if his counterclaim is based on the same contractual relationship.

## § 5

### Defects - Liability - Limitation

- (1) Claims for defects on the part of Purchaser shall only exist if Purchaser has complied with its obligations to examine the goods and give notice of defects in accordance with § 377 of the German Commercial Code (HGB) in due time. Non-visible defects shall be deemed to have been accepted if not reported immediately after their discovery and within twelve months after delivery of the goods at the place of dispatch. This shall not apply if the end user of the goods is a consumer. Supplier may provide proof of compliance by submitting a retention sample taken from the delivery (showing such delivery was) without defects.
- (2) In the event of a defective delivery, Supplier shall, at its discretion, be obliged to remedy the defect or to make a replacement delivery. In the event of remediation of the defects, Supplier shall bear the costs up to the amount of the purchase price. Costs incurred by transporting the goods to a place other than the place of performance shall be borne by Purchaser. Supplier shall only be liable for the absence of a guaranteed quality of the item if the guarantee was intended to protect Purchaser against the damage that has occurred.
- (3) If the defect is not remedied or a replacement delivery is not made within reasonable time, Purchaser may, at its sole discretion, withdraw from the agreement or demand a price reduction following a two-week notice period.
- (4) The Supplier shall only be liable for intent and gross negligence on the basis of statutory and contractual liability. In the event of a breach of material contractual obligations, Supplier shall also be liable for simple negligence. Material contractual obligations are obligations the fulfilment of which makes the proper performance of the agreement possible in the first place and on the observance of which Purchaser normally relies and may rely. If Supplier is found liable for damages on the merits, such liability is limited to damages which Supplier foresaw as a possible consequence of a breach of contract at the time of conclusion of the agreement or which it should have foreseen by exercising due care. In addition, indirect damages and consequential damages which are the result of defects in delivery are only eligible for compensation insofar as such damage is typically to be expected when the delivered item is used as intended. In cases of liability for simple negligence, Supplier's obligation to pay compensation shall be limited to a maximum of three times the value of the delivery concerned or, in the case of a pure financial loss, to a maximum of twice the value of such delivery. The aforementioned limitations of liability shall also apply if the goods are only specified by type. The above limitations of liability shall not apply in cases of liability under the Product Liability Act, for personal injury, for a defect following the assumption of a guarantee of the quality of the goods and in the event of willful conduct.
- (5) Insofar as the liability of Supplier is excluded, this shall also apply to the liability of its organs, employees, workers, representatives and vicarious agents (*Erfüllungsgehilfen*).
- (6) The limitation period for claims for defects shall be one year from delivery, unless there is fraudulent intent. If the final purchaser of the goods is a consumer, the

statutory limitation period shall apply. Claims for compensation for consequential harm caused by a defect shall also become statute-barred one year after delivery, insofar as these are not based on tort. Other contractual or tortious claims for damages shall become time-barred after two years from the time at which Purchaser becomes aware of the damage or, irrespective of the knowledge, at the latest after three years from the occurrence of the damaging event.

- (7) The limitations of the statute of limitations contained in paragraph 6 above shall not apply to claims for damages of Purchaser arising from injury to life, body or health or from intentional or grossly negligent breaches of duty, which shall in each case become time-barred in accordance with the applicable statutory provisions.
- (8) Negotiations between Supplier and Purchaser concerning the claim or the circumstances giving rise to the claim shall only suspend the limitation period if Purchaser has raised the objections in writing. The limitation period shall then be suspended until such time as Supplier rejects the claim in writing. A further declaration by Purchaser concerning the same claim for compensation shall not suspend the limitation period again. The effect of suspending the limitation period shall also end if six months have passed since the last declaration made in the course of the negotiations.

## § 6

### Final provisions

- (1) The law of the Federal Republic of Germany shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. The place of performance and jurisdiction shall be 55566 Bad Sobernheim.
- (2) If Supplier and Purchaser agree on the application of one of the international trade clauses ("Incoterms@2020") drawn up by the International Chamber of Commerce (ICC) to the agreement, the Incoterms clause included shall take precedence insofar as such Incoterms clause conflicts with these terms of delivery.
- (3) Should one of the preceding provisions be or become invalid, then the validity of the remaining provisions shall not be affected thereby.
- (4) Supplier reserves the right to insure the claims arising from the business relationship by means of a credit insurance and to provide the insurer with the necessary data of Purchaser.
- (5) Insofar as these Terms and Conditions of Delivery form the basis of a permanent business relationship, consent to their amendment shall be deemed to have been given insofar as Supplier does not receive any objection from Purchaser at the latest four weeks after notification of the amendment and the amendment neither affects the main performance obligations nor significantly changes the overall structure of the agreement to the disadvantage of Purchaser

## **Compliance with international economic sanctions-anti-corruption data protection and compliance with legal provisions**

- (1) The Parties must perform this agreement in compliance with the export control and international economic sanctions laws or regulations that apply to the Parties.
- (2) Neither Party shall be obliged to perform any obligation under this agreement if this would not be compliant with, in violation of, inconsistent with, or expose a Party to punitive measures under any laws, regulations applicable to the Parties relating to export control and/or international economic sanctions. In this event, such Party (the "Affected Party") shall, as soon as reasonably practicable, give written notice to the other Party of its inability to perform.
- (3) Once such notice has been given, the Affected Party may either (i) suspend performance of the affected obligation under this agreement until the Affected Party may lawfully discharge such obligation, or (ii) terminate this agreement if the Affected Party cannot lawfully perform that obligation.

## **§8**

### **Anti-Corruption Obligations**

- (1) Purchaser and Supplier each warrant and undertake to the other that in connection with the agreement and the performance thereof, they will each comply with any laws, regulations, rules, decrees and/or official government orders applicable to such party relating to anti-bribery or anti-money laundering and that they shall each take no action that would subject the other to fines or penalties under such laws, regulations, rules or requirements.
- (2) Purchaser and Supplier each represent, warrant and undertake to each other that they will not, directly or indirectly, pay, offer, give or promise to pay or authorize the payment of any monies or other things of value to any (i) government official or an officer or employee of a government or any department, agency or instrumentality of any government; (ii) officer or employee of any public international organization; (iii) person acting in an official capacity for or on behalf of any government or department, agency or instrumentality of such government or any public international organization; (iv) political party or an official thereof or a candidate for political office; (v) director, officer, employee or agent/representative of an actual or potential counterparty, supplier or customer of Purchaser or Supplier; or (vi) other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities.
- (3) In particular, Supplier represents and warrants to Purchaser that it has not made any payment or given anything of value to officials, officers or employees of the government of the country in which the Product originated or any agency, department or instrumentality of such government in connection with the Product that is the subject of this agreement that would be inconsistent with or contravene any of the above-referenced legislation.
- (4) Without prejudice to any other rights or remedies which they may have hereunder or at law, Purchaser or Supplier may either (i) suspend the agreement; or (ii) terminate the agreement forthwith upon written notice to the other party at any time if, in their reasonable judgement, the other is in breach of any of the representations, warranties or undertakings set out above.

## **§9**

### **Code of Conduct**

- (1) Supplier Purchaser shall comply with all ethical principles and all laws and regulations referred to in the chapter "Principles of Conduct" of the TotalEnergies Company Code of Conduct.
- (2) A copy of such chapter is available upon request. Supplier Purchaser must also ensure that all its subcontractors also comply with these trading principles. Consequently, Supplier must indemnify us the Suppliers for - and defend and hold us harmless against - any financial consequences arising from failure to comply with these obligations.

### **Special notes:**

We store and process the personal data of our Purchaser as required to carry out our business. References by Purchaser to existing business relationships with us for advertising purposes require our express consent.

Status: 2022