

Addendum to the General Purchasing Conditions of the Piepenbrock Group for the procurement of materials and services

(Loesch Verpackungstechnik GmbH + Co. KG; 96146 Altendorf)

1 Ordering

Section 1 Ordering supplements section 3 clause 3.1.

As an alternative to our signed order, the Contractor may submit its own order confirmation. The order confirmation and its terms shall only apply to the relevant order and shall be agreed again for subsequent orders.

2 Deliveries/services/documentation

Section 2 Deliveries/services/documentation supplements section 4 clauses 4.1 and 4.6.

- 2.1. The regulations expressly include the EU Chemicals Regulation (hereinafter "REACH"). The Contractor is obligated to assess whether the substances/mixtures/articles used fall within the scope of REACH and shall ensure that all substances/mixtures/articles involved in its work fully comply with the requirements of REACH.
- 2.2. The Contractor guarantees the availability of spare parts for a period of 15 years following delivery or performance of the service.

3 Delivery deadlines and dates

Section 3 Delivery deadlines and dates is an extension of section 7 clause 7.2

Contractual penalties pursuant to section 7 clause 7.2 shall apply only if they have been expressly agreed in writing in advance by both parties. The written agreement must be attached to the relevant order. In the absence of a joint agreement, section 7 clause 7.2 shall not apply

4 Warranty and complaints

Section 4 Warranty and complaints is an extension of section 10 clause 10.3.

- 4.1. Acceptance of goods is subject to further incoming inspections and does not constitute fulfillment of the Contractor's performance obligations.
- 4.2. Except in the case of obvious material defects, our obligation to inspect the goods shall commence only upon processing or use of the goods. Incoming inspections are limited to identifying typical, physically evident deviations in the type, quantity, quality, or packaging of the delivered goods. This obligation is fulfilled when

inspection is carried out using our customary methods and is limited to spot checks performed by us. In the case of successive or partial deliveries, it is sufficient to inspect selected shipments. We are not obligated to inspect the goods for compliance with legal requirements or for title defects. If the Contractor performs supplementary performance following a notice of defect, our obligation to inspect shall be suspended until we receive written notice from the Contractor confirming completion of such supplementary performance.

4.3. The Contractor expressly waives its right to invoke the deemed-approval provision under section 377 of the German Commercial Code (HGB), which provides that goods are considered accepted if notice of defects is not given without undue delay after discovery – unless the defect is obvious. Even if the Contractor has not provided a warranty as to the quality of the goods, it waives the defense that any defects remained unknown to us due to gross negligence.

4.4. If we incur costs as a result of defective delivery or performance, including but not limited to transport, travel, labor, or material costs, or expenses for incoming inspections beyond the usual scope, such costs shall be borne by the Contractor.

4.5. If the Contractor fails to fulfill its obligation to provide supplementary performance within a reasonable period set by us, we are entitled to remedy the defect ourselves and demand reimbursement from the Contractor for the expenses incurred, or an appropriate advance payment. No grace period is required if supplementary performance by the Contractor has failed or is unreasonable for us (e.g., due to urgency, risk to operational safety, or the threat of disproportionate damage). In such cases, we will notify the Contractor promptly and if possible, in advance, of the circumstances. All other statutory provisions remain unaffected.

5 Supplier's declaration/ certificate of conformity

**Section 5 Supplier's declaration/
certificate of conformity is an addition.**

5.1. The Contractor is required to provide a supplier's declaration as well as a certificate of conformity as requested by us for the goods supplied.

5.2. The Contractor's confirmation of characteristics or suitability of the goods as requested by us shall constitute an unconditional and unrestricted guarantee within the meaning of applicable law. The same applies to any references made by the Contractor to gen-

erally accepted standards, quality seals, or other declarations indicating that the goods possess certain qualities and/or are suitable for a particular intended use. In the case of subsequent transactions involving identical goods, such confirmations, references, or declarations by the Contractor shall remain valid without the need for renewed mention.

6 Environment, climate protection, and sustainability

Section 6 Environment, climate protection, and sustainability supplements section 13 clause 13.2

- 6.1. The Contractor must ensure that its production processes and products fully comply with all applicable environmental regulations.
- 6.2. The Contractor is encouraged to implement and maintain a certified environmental management system in accordance with ISO 14001 or comparable standards throughout the duration of the business relationship. The environmental management system should reasonably address topics such as hazardous substances, sustainable collaboration, water, waste, and air quality.
- 6.3. The Contractor is expected to develop appropriate corporate targets for its Scope 1, 2, and 3 emissions and to take steps to support

us in reducing CO₂ emissions. The Contractor should regularly monitor its progress and, upon request, especially regarding its product-level CO₂ footprint, provide reports.

- 6.4. The Contractor shall take suitable and reasonable measures to minimize the use and consumption of resources, particularly energy, water, and raw materials, both during production and in the products themselves, as well as throughout its own supply chain. The Contractor shall monitor and document energy consumption.
- 6.5. If the products are systems or machines, the Contractor agrees to design and implement them using the most energy-efficient technologies available, in order to ensure low resource consumption following commissioning.
- 6.6. The Contractor undertakes to reduce or avoid waste generation of all kinds.

The supplementary contractual conditions are confirmed in all respects.

Ort, Datum

Unterschrift & Firmenstempel