

General information

Companies of the Matthews International Group in Germany (hereinafter referred to as "**MATTHEWS**") conclude contracts with entrepreneurs (§ 14 BGB), legal entities under public law or special funds under public law (hereinafter referred to as "**Contractual Partner**") only for deliveries and services provided by the Contractual Partner to MATTHEWS, of which these General Terms and Conditions of Purchase form an integral part. General terms and conditions of the Contractual Partner or a third party shall not become part of contracts with MATTHEWS. Individual contractual agreements shall take precedence over these General Terms and Conditions of Purchase.

1. The place of performance for deliveries and services is the registered office of the MATTHEWS company with which the Contractual Partner concludes the contract.
2. By placement of an order and granting the Contractual Partner the associated right to use MATTHEWS' confidential know-how, copyrights, and other property rights or trademark rights, the Contractual Partner does not acquire any rights of their own to these. All rights to these remain exclusively with MATTHEWS. The Contractual Partner may only use these rights to fulfill their delivery and service obligations to MATTHEWS. The Contractual Partner shall treat these rights as MATTHEWS' trade secrets.

MATTHEWS reserves the right of ownership and copyright to all drawings, illustrations, calculations, descriptions, and other documents provided by MATTHEWS. The Contractual Partner may not make these documents

available to third parties or use or reproduce them themselves or through third parties without the consent of MATTHEWS. The Contractual Partner shall return these documents to MATTHEWS upon request if they are no longer required or if negotiations do not result in the conclusion of a contract. Copies made by the Contractual Partner shall be destroyed unless there are legal obligations to retain them.

Tools, devices, models, etc. that MATTHEWS makes available to the Contractual Partner or that are manufactured for contractual purposes and invoiced separately by the Contractual Partner remain the property of MATTHEWS or become the property of MATTHEWS. They must be marked by the Contractual Partner as the property of MATTHEWS, stored carefully, protected against damage, and used only for the purposes of the contract. Upon request, the Contractual Partner is obliged to return the items to MATTHEWS in proper condition if they are no longer required for the fulfillment of the contract.

The Contractual Partner must ensure that third parties commissioned by the Contractual Partner (e.g., suppliers) also comply with the above provisions.

3. The Contractual Partner may only accept offers (orders or purchase orders) from MATTHEWS within one week of the date of the order. The date of receipt of the declaration of acceptance (order confirmation or purchase order confirmation) by MATTHEWS shall be decisive for the timely acceptance of the offer by the Contractual Partner. The Contractual Partner shall point out any obvious errors (e.g.,

typing and calculation errors) and omissions in the orders (including the accompanying documents) prior to acceptance. The Contractual Partner is also obliged to inform MATTHEWS without being asked prior to acceptance if the goods offered contain conflict minerals from countries protected by Sec. 1502 Dodd-Frank Act (or corresponding regulations of the European Union or Germany), and to indicate the origin and supply chain of the conflict minerals and to submit the corresponding Conflict Minerals Report.

The Contractual Partner must expressly notify MATTHEWS of any changes to order confirmations that differ from MATTHEWS' orders. Such changes shall only become effective if they are confirmed by MATTHEWS in writing.

MATTHEWS is entitled to demand changes to the agreed service after conclusion of the contract if MATTHEWS gives reasonable notice of the change request, at least five working days before the agreed performance date, and the changed service can be provided within the normal business operations of the Contractual Partner without significant additional effort. The Contractual Partner shall immediately notify MATTHEWS of the effects of the change request with regard to any additional or reduced expenses and the delivery and performance dates. If MATTHEWS then requests the change to be binding, the Contractual Partner shall be reimbursed for the additional expenses caused by the change, which shall be shown separately. Any reduced expenses shall be offset in favor of MATTHEWS. The agreed performance period shall be extended by the period required for the change in performance.

MATTHEWS shall be entitled to withdraw from the contract concluded if MATTHEWS no longer has any interest in the performance for objective reasons that arose after conclusion of the contract and for which MATTHEWS is not responsible according to the contractual or statutory distribution of risk. Partial services already rendered and other expenses already incurred for the performance of the contract shall be reimbursed upon presentation of evidence.

The prices stated in the orders or purchase orders are binding. The prices also include packaging and delivery of the goods to the place of performance specified in the contract and (if owed) their assembly. Upon request, the

contracting party shall take back the packaging at its own expense.

The MATTHEWS order number, the MATTHEWS material number (if available), the item number, the delivery quantity, and the delivery address must be specified by the Contractual Partner in all order and purchase order confirmations, delivery documents, and invoices.

The Contractual Partner is not entitled to partial performance. The Contractual Partner is also not entitled to have the service owed by it performed by third parties without the prior consent of MATTHEWS.

4. The performance period specified in the orders or purchase orders is binding. The Contractual Partner shall inform MATTHEWS immediately if it is expected that the performance period cannot be met. The Contractual Partner bears the procurement risk for its services, unless otherwise agreed.

If the performance time is determined according to the calendar (delivery date or delivery period), the Contractual Partner shall be in default upon expiry of this day without MATTHEWS being required to issue a reminder. However, MATTHEWS may only demand compensation in lieu of performance if MATTHEWS has unsuccessfully set a reasonable deadline for performance by the Contractual Partner.

MATTHEWS shall be entitled to demand a contractual penalty from the Contractual Partner for each calendar week of delay commenced, amounting to 1%, but no more than 5% of the respective net order value. The contractual penalty shall be paid by the Contractual Partner as minimum compensation, shall be offset against the damage caused by the delay, and may be claimed on the Contractual Partner's invoice until payment has been made.

Even if shipment has been agreed, the risk shall only pass to MATTHEWS when MATTHEWS hands over the item at the agreed place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk.

5. The statutory provisions shall apply to claims by MATTHEWS due to material defects and defects of title, with the following modifications:

MATTHEWS' obligation to inspect is limited to defects that become apparent during an incoming goods inspection involving an external examination, including the delivery documents, and during a quality control check using random sampling (e.g., transport damage, incorrect or incomplete delivery). If acceptance has been agreed, there is no obligation to inspect. In all other respects, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Defects shall be reported in a timely manner if MATTHEWS notifies the Contractual Partner of such defects within two weeks of delivery of the goods to MATTHEWS or of discovery of a defect that only becomes apparent at a later date. Acceptance or approval of samples or specimens submitted does not constitute a waiver of claims for defects on the part of MATTHEWS.

MATTHEWS' claims for defects shall become statute-barred after three years. Upon receipt of the notice of defects by the Contractual Partner, the limitation period for claims for defects shall be suspended until the Contractual Partner refuses to remedy the defect or otherwise refuses to continue negotiations on MATTHEWS' claims. If acceptance of the service has been agreed, the limitation period for claims for defects shall commence upon acceptance.

If the Contractual Partner fails to fulfill its obligation to remedy the defect – at MATTHEWS's discretion, either by remedying the defect (repair) or by delivering a defect-free item (replacement delivery) – within a reasonable period set by MATTHEWS, MATTHEWS may remedy the defect itself and demand reimbursement of the necessary expenses or a corresponding advance payment from the Contractual Partner. If subsequent performance by the Contractual Partner has failed or is unreasonable for MATTHEWS (e.g., due to particular urgency, danger to operational safety, or the imminent occurrence of disproportionate damage), no deadline shall be set; MATTHEWS shall inform the Contractual Partner of such circumstances without delay, if possible before remedying the defect.

6. The agreed remuneration shall be due for payment within 30 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If MATTHEWS pays within two weeks,

the Contractual Partner shall grant a 3% discount on the net amount of the invoice. In the case of bank transfers, payment shall be deemed to have been made on time if the transfer order is received by the bank instructed by MATTHEWS before the expiry of the payment period. MATTHEWS shall not be responsible for delays caused by the banks involved in the payment process.

MATTHEWS shall not owe any interest on arrears. MATTHEWS shall only be in default upon written reminder by the Contractual Partner. In the event of default in payment, MATTHEWS shall owe default interest at a rate of five percentage points above the base rate in accordance with § 247 BGB (German Civil Code).

MATTHEWS is entitled to set-off and retention rights and to the defense of non-performance of the contract to the extent permitted by law. MATTHEWS is in particular entitled to withhold due payments as long as MATTHEWS still has claims against the Contractual Partner arising from incomplete or defective services.

7. MATTHEWS' liability for damages shall be limited in accordance with the following provisions, insofar as fault is relevant:

MATTHEWS shall not be liable in the event of simple negligence on the part of organs, legal representatives, employees, or other vicarious agents, unless essential contractual obligations are violated. Essential obligations are obligations which MATTHEWS must grant to the Contractual Partner in accordance with the content and purpose of the contract or whose fulfillment is essential for the proper execution of the contract and on whose compliance the Contractual Partner regularly relies and may rely.

A claim for damages due to a slightly negligent breach of essential contractual obligations is limited to the foreseeable damage typical for the contract, but in the case of property damage and resulting further financial losses, to a maximum of the sum insured by the liability insurance that MATTHEWS maintains at least to the extent customary in the industry.

The above limitations of liability shall also apply to the same extent in favor of MATTHEWS' organs, legal representatives, employees, and other vicarious agents, insofar as they are

personally liable (contract in favor of third parties).

Insofar as MATTHEWS provides technical information or advice and this information or advice does not form part of the scope of services owed by MATTHEWS under the contract, this shall be provided free of charge and to the exclusion of any liability.

Liability for gross negligence or intentional conduct or for injury to life, limb, or health remains unaffected.

8. The Contractual Partner's retention of title shall only apply insofar as it relates to MATTHEWS' payment obligation for the respective delivery or service to which the Contractual Partner retains title. Extended or prolonged retention of title by the Contractual Partner is not agreed.

9. The Contractual Partner may only transfer rights and obligations arising from a contract concluded with MATTHEWS to third parties with the written consent of MATTHEWS. This does not apply to monetary claims against MATTHEWS.

10. The law of the Federal Republic of Germany shall apply, with the exception of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG). All disputes arising from contracts with MATTHEWS shall be settled by the courts at the place of business of the MATTHEWS company that concludes the contract. MATTHEWS shall also be entitled to bring proceedings before the courts at the place of business of the Contractual Partner.