General Terms and Conditions of Purchase of TSI Consumer Goods GmbH

1. Scope of Application and Conclusion of Contract

All legal relationships between the supplier and TSI Consu mer Goods GmbH (hereinafter referred to as TSI) shall be governed exclusively by the following General Terms and Conditions of Purchase (hereinafter referred to as GTCP) of TSI. Any terms and conditions of the supplier that differ from or supplement these GTCP shall only apply if TSI has expressly accepted them. Neither silence nor acceptance of the service or payment thereof by TSI in the knowledge of deviating terms and conditions shall be deemed acceptance. These GTP also apply to all future contracts between the parties. Future orders, which are to be understood as an offer by TSI, shall be deemed accepted by the supplier unless the supplier objects to them within three (3) business days of receipt of the order.

2. Delivery

Deliveries shall be made FCA at the agreed place of delivery in accordance with INCOTERMS 2020, unless otherwise specified, including packaging and preservation. Regardless of the INCOTERMS rule chosen, the supplier is in any case obliged to load and secure the goods on the means of transport in a manner that is safe for transport. This also applies if the parties have agreed on EX WORKS delivery. The supplier is not entitled to make partial deliveries unless TSI has expressly agreed to a partial delivery in each individual case. Otherwise, TSI is entitled to reject the incomplete delivery. Other rights remain unaffected. The supplier must deliver goods stored in its warehouse according to the FIFO principle.

3. Delivery times, delivery delays

Agreed dates and deadlines are binding, unless otherwise specified. The supplier must notify TSI immediately in writing of any recognizable delay in its performance, stating the reasons and the expected duration of the delay. The supplier may only invoke causes of delay for which it is not responsible to exonerate itself if it has complied with its obligation to notify. If the supplier is in default with the delivery, TSI shall be entitled to demand a contractual penalty from the supplier. This shall amount to 0.2% of the net purchase price of the goods delivered late for each working day of the delay, but in total no more than 5% of the net purchase price of the goods delivered late. If an unauthorized partial delivery has been made in which there is no interest without the delayed delivery, the reference value for calculating the contractual penalty shall be the total net purchase price instead of the net purchase price of the goods delivered late. The agreement of the contractual penalty or its assertion shall not affect TSI's statutory claims for delay. Any contractual penalties paid shall be offset against claims for damages. TSI may reserve the right to assert the contractual penalty even after acceptance of the delayed goods until the invoice has been paid in full. In the case of advance payment, TSI may declare its reservation to assert the contractual penalty within two weeks of acceptance of the delayed goods.

4. Prices, terms of payment

The agreed prices are fixed prices. Unless otherwise agreed, payment shall be made within 14 days with a 3% discount or within 30 days without deduction. The period shall commence upon receipt of the performance owed by the supplier in accordance with the contract and a proper and verifiable invoice. In the case of acceptance of early deliveries, the period shall commence at the earliest on the agreed delivery date and upon receipt of a proper and verifiable invoice. The choice of payment method shall be at the discretion of TSI. TSI shall be entitled to rights of set-off and retention to the full extent permitted by law.

5. Prohibition of assignment

Except in the context of extended retention of title, the supplier is not entitled to assign claims against TSI or to have them collected by third parties. The provision of § 354a HGB (German Commercial Code) remains unaffected by this.

6. Quality

The supplier undertakes to deliver the goods in the agreed quality.

6.1 Minimum requirements in the food sector

In addition to other legal and contractual obligations, the following minimum requirements must be met for all goods to be delivered by the supplier to TSI in the food sector:

- The applicable food law regulations and, in particular, the principles of food hygiene must be strictly observed. The current version of the Food Hygiene Regulation (Regulation (EC) 852/2004) applies as a basis.
- The composition and declaration of each product must comply with the applicable legal regulations, such as the German Food and Feed Code (LFGB), applicable (EC/EU) regulations, in particular the Food Information Regulation (Regulation (EU) No. 1169/2011), the respective implementing regulations, DIN/ISO standards, and other food law standards/recommendations in their current versions. Test methods in (EC/EU) regulations, in particular the Food Information Regulation (Regulation (EU) No. 1169/2011), the respective implementing regulations, DIN/ISO standards, and other food law standards/recommendations in their current versions. Test methods in accordance with § 64 LFGB must be used to determine analytical key figures. Allergens contained in the products must be declared properly and any possible cross-contamination must be communicated in full in advance. The legal basis for this is provided by the relevant current German and international regulations in their latest versions. In particular, the supplier also undertakes to ensure that the goods it supplies do not contain any genetically modified organisms (GMOs) in accordance with the Regulation on genetically modified food and feed (Regulation (EC) No. 1829/2003) and that GMOs are not used in the manufacturing process. This also applies to all raw materials used, including additives and flavorings. The supplier must take preventive protective measures to secure the production facility (food defense) against possible malicious manipulation (physical, chemical, or biological contamination, sabotage, espionage). The supplier is obliged to provide a certificate of analysis from an independent, accredited laboratory for each product upon initial delivery, confirming the marketability (marketability test) of the product for the German/European market. TSI has the right at any time to commission a laboratory in its own name and on behalf of the supplier. TSI will notify the supplier in advance of the commissioning of the laboratory.
- The provisions of the Prepackaged Goods Regulation must be complied with within its scope of application.

6.2 Minimum quality requirements for near-food/non-food products

For all goods to be delivered by the supplier to TSI that are not covered by 6.1 – in particular (but not limited to) household chemicals, cosmetics, and consumer goods – the following minimum requirements apply in addition to other legal and contractual obligations:

- All products must be safe, fit for purpose, and manufactured in accordance with recognized stateof-the-art technology, as well as comply with all applicable EU and national legislation in its current version, including in particular the Product Safety Act (ProdSG) and Regulation (EU) 2023/988 on general product safety. Required conformity or CE markings must be affixed properly.
- Commodities and consumer goods that come into contact with food:Materials and articles intended to come into contact with food must comply with Regulation (EC) No. 1935/2004, Regulation (EU) No. 10/2011, and Sections 30 et seq. of the German Food and Commodities Code (LFGB) and the Commodities Ordinance. Upon request, the supplier shall immediately provide a declaration of conformity in accordance with the legal requirements, including overall and specific migration tests and, if applicable, sensory test reports.
- Cosmetics must comply with Regulation (EC) No. 1223/2009, including safety assessment and product safety report in accordance with Annex I, GMP-compliant manufacturing in accordance with ISO 22716, and proper pre-registration in the Cosmetic Product Notification Portal (CPNP). Labeling, ingredient lists, and shelf life information must be complete and permanently affixed in German or, if agreed with TSI, in English.
- Household chemicals, cleaning agents, and fragrances

Chemical products are subject to Regulation (EC) No. 1272/2008 (CLP), Regulation (EC) No. 1907/2006 (REACH) and, in the case of detergents, Regulation (EC) No. 648/2004. The supplier shall provide a current, legally compliant safety data sheet and detergent data sheets in German or English and label mixtures in accordance with CLP, including child-resistant closures and tactile warnings, where necessary. Fragrance and perfume items must also comply with the applicable IFRA standards.

- If the products supplied are classified as biocidal products within the meaning of Regulation (EU) No. 528/2012, the supplier must ensure that they contain only active substances that are permitted in Germany and that these are duly approved, registered, or marketable in Germany in accordance with transitional provisions. The supplier shall also ensure compliance with all labeling requirements in accordance with Article 69 of the Biocidal Products Regulation and refrain from making any unauthorized advertising claims in accordance with Article 72. Corresponding evidence of approval, effectiveness, registration, or transitional arrangements shall be provided to TSI in writing free of charge upon request.
- The supplier shall provide TSI with all conformity, safety, and test documents as well as safety data sheets free of charge and without delay, and shall update these on its own responsibility in the event of any legal changes relevant to the product.

7. Warranty

If the delivery ite m is defective, TSI's claims shall be governed by the statutory provisions, unless otherwise specified in the following provisions. TSI shall only carry out a minimum inspection of incoming goods on the basis of the agreed product specifications, checking for externally visible damage and deviations in identity and quantity as indicated on the delivery note. TSI shall immediately report any defects found during this inspection. Otherwise, TSI shall report defects immediately as soon as they are discovered in the normal course of business. The supplier waives the objection of delayed notification of defects for non-visible defects which TSI reports immediately in the normal course of business. TSI may carry out the subsequent performance itself at the supplier's expense or have it carried out by third parties if the supplier fails to fulfill its obligation to subsequent performance within a reasonable period set by TSI, or if the subsequent performance has failed, or if there is a case of particular urgency. A case of particular urgency exists if, taking into account the circumstances of the individual case, it is not possible or reasonable for TSI to have the supplementary performance carried out by the supplier, in particular to prevent unusually high damage or to maintain TSI's ability to deliver to its customers. TSI shall inform the supplier of such circumstances without delay, if possible. The warranty period is 36 months from receipt of the delivery by TSI or from acceptance (if such acceptance is required by law or contract). The assertion of a warranty claim suspends the limitation period until the claim is rejected. The statutory provisions on the suspension and restart of the limitation period and the limitation provisions in the event of supplier recourse, according to which the limitation period for claims due to defects in the delivered goods begins at the earliest 2 months after the end customer's claims have been satisfied, remain unaffected.

8. Product liability and insurance coverage

If claims are made against TSI by third parties due to product defects, the supplier shall indemnify TSI against any resulting liability insofar as the cause lies within its sphere of control and organization and it is liable in relation to third parties. If TSI is obliged to carry out a recall campaign vis-à-vis third parties due to a defective product supplied by the supplier, the supplier shall reimburse TSI for all expenses associated with the recall campaign.
In the event of a recall, TSI reserves the right to charge an administrative fee of up to EUR 500.00 per recall and EUR 50.00 per retail market supplied by the TSI customer. The supplier reserves the right to prove that TSI has incurred no or only significantly lower costs. The supplier is obliged to maintain adequate insurance cover for the duration of the supply relationship, in particular for the risks mentioned above. Proof of this must be provided by the supplier at the request of TSI.

9. Damage to reputation and return of goods

The supplier undertakes to refrain from any action that could damage the reputation or business of TSI and/or its customers.
The supplier undertakes to take back goods that are not marketable because - for example, based on information from authorities and/or media reports - there is suspicion of a defect, or for which there is a concrete risk that their continued sale would damage the good reputation of TSI and/or the customer, at its own expense, waiving the purchase price or against reimbursement of the purchase price already paid, provided that the suspected defect is substantiated by official warnings/orders or reliable laboratory findings and cannot be remedied within a reasonable period set by TSI.

10. Supplies

Materials, parts, containers, packaging, or similar items (supplies) provided by TSI remain the property of TSI. If supplies are processed, combined, or mixed, TSI shall receive co-ownership of the new product in proportion to the value of the supplies to the value of the total product. The supplier shall not be entitled to a right of retention for any reason whatsoever with regard to the materials provided, unless the counterclaims are undisputed or have been legally established. Materials provided may not be made accessible to third parties and may not be used for purposes other than those agreed upon.

11. Third-party rights

The supplier shall ensure that the delivery of the goods does not infringe any third-party rights, in particular property rights, distribution agreements, or intellectual property rights of any kind, such as patents, trademarks, utility models, designs, copyrights, etc. The supplier undertakes to indemnify TSI against all claims by third parties based on an infringement of property rights, unless the supplier can prove that it is not responsible for the infringement. Further claims and rights remain unaffected.

12. Confidentiality

The supplier shall treat the information provided to it by TSI as confidential, shall not make it available to third parties (including subcontractors and companies affiliated with the supplier) without the written consent of TSI, and shall not use it for purposes other than those specified by TSI. This obligation shall not apply to information that is publicly known, has been obtained from third parties without breach of confidentiality obligations, or must be disclosed due to legal provisions or official or court orders. In the latter case, disclosure shall be limited to the extent absolutely necessary and TSI shall be informed in advance.
TSI reserves ownership and all other rights (e.g., copyrights) to the information provided by TSI. In the event of a culpable breach of this obligation, a contractual penalty shall be payable immediately for each case of culpable infringement, the amount of which TSI may determine at its reasonable discretion, taking into account the severity of the breach and the expected consequences, but which shall be at least EUR 1,000. The supplier reserves the right to have the appropriateness of the contractual penalty reviewed by a court of law. Any contractual penalties paid shall be offset against claims for damages.

13. Miscellaneous

The place of performance for deliveries and services is the destination specified by TSI. The contractual relationship shall be governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). If the supplier is based within the European Economic Area or Switzerland, the place of jurisdiction shall be Hamburg, provided that the supplier is a merchant, a legal entity under public law, or a special fund under public law; TSI shall remain entitled to sue the supplier at its general place of jurisdiction. If the supplier is based outside the European Economic Area and Switzerland, the following shall apply in deviation from the above agreement on the place of jurisdiction: All disputes arising from or in connection with this contract or its validity shall be finally settled in accordance with the Rules of Arbitration of the German Institution of Arbitration (DIS), excluding recourse to ordinary legal proceedings. The arbitral tribunal shall consist of a single arbitrator in the case of a dispute value of up to EUR 100,000 and otherwise of three arbitrators. The place of arbitration shall be Hamburg. The language of the proceedings shall be English. Should any provision of these GTC be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions.