

Knauf Industries Deutschland GmbH  
Lunapark 2  
D-39646 Oebisfelde

## **GENERAL TERMS OF SALE, DELIVERY AND PAYMENT**

### ***I. General - Scope of application***

1. Our deliveries and services are provided exclusively according to the following general terms of sale (**General Terms of Sale**). These General Terms of Sale also apply for all future business between the parties, without the requirement for express reference to their application. They also apply in the case that we do not explicitly refer to them in subsequent contracts, in particular if we provide deliveries and services to the customer (**Customer**) without reservation, although we are aware of terms of business of the Customer which contradict or deviate from the General Terms of Sale.
2. We hereby object to any references by the Customer to their terms and conditions of business. We do not agree to any terms and conditions of the Customer that conflict with or deviate from our General Terms of Sale, even if the contract is executed without reservation.

### ***II. Offers and conclusion of contract, scope of performance***

- 1 Our offers to the Customer are subject to change. Only the order by the Customer shall be deemed a binding offer. This offer shall be accepted at our discretion either by sending an order confirmation or by providing the ordered goods or services without reservation.
2. Quality and durability information, technical data and descriptions in our product information, advertising materials or technical data sheets, as well as information provided by the manufacturer or its agents within the meaning of § 434 I No. 3 of the German Civil Code (**BGB**), are not guarantees of quality or durability of the goods to be supplied by us, unless the information is agreed in individual contracts.
3. Relevant, identified uses for the goods in accordance with the European Chemicals Regulation REACH do not constitute an agreement of a corresponding contractual quality of the goods, nor a use assumed under the contract.
4. In the case of sales based on samples or specimens, these merely describe professional sample conformity, but do not constitute a guarantee for the quality or durability of the goods to be supplied by us.
5. We provide technical application advice to the best of our knowledge. All details and information on the suitability and application of our goods do not exempt the Customer from carrying out their own tests and trials to determine the suitability of the products for the intended purposes.

### ***III. Prices, terms of payment, default of payment***

1. The prices agreed upon conclusion of the respective contract, in particular those stated in the order form or the order confirmation, shall apply. If a price is not expressly specified, the prices valid at the time of conclusion of the contract shall apply in accordance with our price list. The weights and quantities determined by us shall be decisive for the calculation of the prices if the Customer does not object immediately after receipt of the goods. In addition to these prices, the value added tax applicable on the day of delivery at the respective statutory rate as well as the costs for the packaging necessary for proper dispatch, the transport costs ex our works or ex our warehouse, the cartage costs and – if agreed – the costs of transport insurance shall be added. In the case of deliveries abroad, other country-specific charges may be added.

2. We reserve the right to adjust our prices appropriately if, after conclusion of the contract, cost changes occur due to tariff agreements, price increases by upstream suppliers or exchange rate fluctuations. These price changes will be communicated in writing at least four weeks before the new prices come into effect. If the Customer does not object to the new prices within one week of notification, they shall be deemed to have been accepted. This shall not apply if a fixed price has been agreed. If the Customer objects to the price increase, they shall be entitled to withdraw from the contract within 14 days of notification of the price increase.
3. Our invoices are to be paid 30 days after receipt without deduction, unless a different term of payment has been agreed. After expiry of the due date stated on the invoice, the customer shall be in default in accordance with § 286 II No. 2 BGB.
4. The Customer shall only have a right of set-off or a right of retention on the basis of undisputed or legally established claims or demands.
5. If the Customer does not pay due invoices, exceeds a granted term of payment or if the financial circumstances of the Customer deteriorate after conclusion of the contract or if we receive unfavourable information about the Customer after conclusion of the contract which calls into question the solvency or creditworthiness of the Customer, we shall be entitled to declare the entire remaining debt of the Customer due and payable and to demand advance payment or provision of security or, after delivery has been made, immediate payment of all our claims based on the same legal relationship, amending the terms of the contract accordingly. This applies in particular if the Customer suspends payments, if a cheque of the Customer is not honoured, if a bill of exchange given by the Customer is not paid by the Customer, if insolvency proceedings have been applied for or opened against the assets of the Customer or if insolvency proceedings have not been opened due to lack of assets.
6. In the event of justified doubt as to the solvency of the Customer, in particular in the event of default in payment, we may, without prejudice to further claims, revoke payment terms granted and make further deliveries dependent on the provision of other securities.
7. Non-payment of the purchase price on the due date shall constitute a material breach of contractual obligations.
8. If the Customer is in default of payment, we are entitled to demand interest for late payment, in the case of invoicing in euros at a rate of 9 percentage points above the base interest rate announced by the Deutsche Bundesbank applicable at the time of default, and in the case of invoicing in another currency at a rate of 9 percentage points above the discount rate of the highest banking institution of the country in whose currency the invoice was issued applicable at the time. Furthermore, in the event of default by the Customer, we shall also be entitled to payment of a lump sum of 40 euros. This shall also apply if the claim for payment is a payment on account or other instalment payment. The lump sum shall be set off against any damages owed insofar as the damages are due to the costs of legal action.

#### ***IV. Delivery and performance time, delay in performance***

1. Delivery times are only approximate unless a fixed date has been expressly agreed in writing. The specification of delivery times is always subject to the contractual co-operation of the Customer. If agreed delivery times are nevertheless exceeded due to circumstances for which we are responsible, the Customer may withdraw from the contract after the fruitless expiry of a reasonable grace period set by them. The cancellation must be made in writing. Deliveries on Saturdays are only possible by special agreement and for an additional charge.
2. We shall only be in default after the expiry of a reasonable grace period set by the Customer, which must be at least 15 working days. In the event of force majeure and other unforeseeable, extraordinary circumstances for which we are not responsible, such as operational disruptions due to fire, water and similar circumstances, breakdown of production facilities and machinery, failure to meet delivery deadlines or delivery failures by our suppliers as well as operational disruptions due to shortages of raw materials, energy or labour, strikes, lockouts, difficulties in procuring transport, traffic disruptions, official interventions, cyber-attacks, fire and explosion damage, epidemics or pandemics, we shall be entitled – insofar as we are prevented through no fault of our own from the timely fulfilment of our performance obligations – to postpone the delivery or service for

the duration of the hindrance plus a reasonable start-up time. If the delivery or service is delayed by more than three months as a result, both we and the Customer shall be entitled to withdraw from the contract in writing with regard to the quantity affected by the delivery disruption, to the exclusion of any claims for damages.

3. In any case of delay, our obligation for compensation shall be limited according to the regulations in Clauses VIII.1 to VIII.6.

4. We are entitled to make partial deliveries and render partial services within the agreed delivery and service times if this is reasonably acceptable for the Customer.

5. Compliance with our delivery and performance obligations is conditional on the timely and proper fulfilment of the Customer's obligations. We reserve the right to claim failure of fulfillment of the contract.

6. If the Customer is in arrears with the call up, acceptance or collection of the goods, or if they are responsible for a delay to dispatch or delivery, regardless of any further claims, we shall be entitled to demand a flat rate fee for costs to the amount of the customary local warehousing costs, regardless of whether the goods are stored by us or by a third party. The Customer has the onus of proof that no damage or less damage has been incurred.

## ***V. Transfer of risk, transport and packaging costs***

1. Unless otherwise explicitly agreed in writing between us and the Customer, the delivery shall be ex works or warehouse and must be collected from there by the Customer at their own risk and expense. In this case, the risk of accidental loss or deterioration after provision for collection of the goods which are the subject of the contract is transferred to the Customer on delivery of the notification of readiness for collection to the Customer. Otherwise, the risk of accidental loss or deterioration of the goods which are the subject of the contract is transferred to the Customer on handover to the carrier (including for carriage paid shipments or deliveries whose transport is insured by us). The Customer has the sole responsibility for the safe loading and securing of the load for transport.

2. If the Customer requires a packaging which deviated from the standard, this will be charged separately.

3. If the goods are dispatched on pallets, these shall be invoiced; unless otherwise agreed between the Parties, the pallets shall not be taken back by us.

4. If other loading aids (such as safety belts, load securing lashings or slip-prevention pads) are not separately purchased by the Customer or the carrier, these shall remain our property and shall be returned to our factory carriage paid. If the return is not made within one month of delivery, or in a damaged or unusable condition, we reserve the right to invoice the Customer for these at the current price for brand new loading aids of the same quality.

5. Any unloading by truck/crane units shall be made at the expense and risk of the Customer, whereby the carrier is authorised to charge the Customer directly. If available, auxiliary aids (such as long reach pallet trucks, variable forks, crane beams, board slides or four-point ropes) will handed over for use by the Customer at the request and risk of the Customer. These remain our property and must be returned to our factory carriage free. If they are not returned within one month after delivery, the auxiliary aids shall be invoiced to the Customer at the price for new equipment.

6. The Customer must make complaints with regard to transport damage directly to the carrier with a copy to us within the stipulated periods.

7. Unless otherwise agreed in individual cases, the Customer shall be responsible for the observance of statutory and official regulations with regard to the import, transport, storage and use of the goods. This also includes the regular, successful implementation of all necessary training courses regarding the handling and use of the goods (in particular, but not limited to such training courses as are required under the REACH Regulation).

## ***VI. Obligations of the Customer/reservation of title***

1. The goods which are delivered remain our property until the complete payment of the purchase price and all other present or future claims which result from the business relationship with the Customer. Entry of the demand for payment of the purchase price in a current invoice to the Customer and the acceptance of a credit balance do not affect the reservation of title.
2. The Customer is obliged to treat the purchased goods with care until the complete acquisition of ownership; in particular the Customer is obliged to adequately insure the goods at the Customer's own expense and at their new value against loss, damage and destruction, e.g. by fire, water and theft. The Customer hereby assigns any claims from the insurance contracts to us. We hereby accept this assignment.
3. The Customer may not pledge or assign by way of security the goods which are in our ownership. However, according to the following conditions, they are entitled to resell the delivered goods in the normal course of business. Our aforementioned entitlement does not apply if the Customer has (effectively) assigned or pledged the claim against their contractual partner from the resale in advance to a third party, or has concluded an assignment agreement with the said third party.
4. As security for the fulfillment of all our claims as stated in Clause VI.1, the Customer hereby assigns all existing and future conditional claims from the resale of the goods which we have delivered, together with all ancillary rights to the amount of 110% of the gross value of the goods which have been delivered with priority over the remaining part of their claims. We hereby accept this assignment.
5. If, and insofar as the Customer fulfil their obligations for payment to us, in the normal course of business they are entitled to redeem the claims they have assigned to us against their customer. However, they are not entitled to agree a current account relationship or a prohibition of assignment with regard to these claims, or to pledge or assign these to third parties. If, in contradiction to the previous sentence, a current account relationship exists between the Customer and the purchaser of our goods which are subject to reservation of title, the claims which are assigned in advance also relate to the acknowledged credit balance, and case of insolvency of the purchaser, to the existing credit balance.
6. On our request, the Customer must provide evidence of the individual claims which they have assigned to us and must notify their debtors of the assignment, together with the demand to pay these claims to us, up to the amount of our claims against the Customer. We are entitled to notify the Customer's debtor of the assignment at any time and to redeem the claims ourselves. However, we will not utilise this authority as long as the Customer fulfil their obligations for payment in a proper manner and without arrears and as long as an application for the initiation of insolvency proceedings against the Customer has not been made and the Customer does not suspend their payments. If one of the aforementioned cases should occur, we may demand that the Customer notify their debtor of the claims which they have assigned to us, provide all of the details which are necessary for the redemption of the claims and hand over the associated documents.
7. The Customer must inform us in writing immediately in case of seizure or other actions by third parties.
8. If the goods which we have delivered and which are subject to reservation of title are processed, mixed or combined with other items which we do not own, we shall acquire co-ownership of the new item in the proportion of the value of the goods which we have delivered (final invoice amount, including VAT) to the value of the other goods at the time of processing/mixture or combination. Otherwise, the same shall apply for the item which results from processing as for the purchased goods which have been delivered subject to reservation of title. If the processing, mixture or combination is performed in such a manner that the Customer's item can be regarded as the main item, it is deemed to be agreed that the Customer transfers proportional co-ownership to us. In the normal course of business, the Customer is entitled to dispose of the products which result from the processing, conversion, combination or mixing in the normal course of business, without pledging or assignment, as long as they fulfil their obligations from the business relationship in a timely manner. The Customer hereby assign as security their claims from the sale of these new products, to which we have rights of ownership, to the extent of our proportion of ownership of the sold goods. If the Customer combine or mixes the delivered goods with a main object, they hereby assign their claims against third parties to us to the amount of the value of our goods. We hereby accept this assignment.
9. At the Customer's request, we commit to release at our discretion the securities to which we are entitled, insofar as the attainable value of our securities exceed our secured claims against the customer by more than 20%.

10. In case of breach of contract by the Customer, in particular in case of default in payment of more than 10% of the invoiced amount for a period which is not inconsiderable, regardless of other (compensation) claims to which we are entitled, we shall have the right to withdraw from the contract and to demand the return of the goods which we have delivered. We shall be entitled to utilise the delivered goods after their return. The revenue from such utilisation shall be accounted against the existing liabilities of the Customer to us, minus reasonable processing costs.

## **VII. Customer rights in case of defects**

1. The Customer who is a merchant within the meaning of the German Commercial Code (**HGB**) must notify us in text form about obvious defects, incorrect deliveries and deviating quantities immediately, however at the latest 3 business days after receipt of the goods by the Customer. Non-obvious defects of any kind and delivery of goods or quantities that are not obviously different from those ordered must be reported immediately by merchants within the meaning of the HGB as soon as they become apparent, but by non-merchants at the latest within the warranty period from delivery. In order to safeguard claims for defects, the Customer must inspect the goods immediately for conformity with the contract, in particular for deviations in type, quantity and weight as well as recognisable material defects. This also applies if components are added that were not purchased from us. If any defects are only discovered during processing, work must be stopped immediately and the unopened original containers that have not yet been processed must be secured. They must be made available to us for inspection on request, whereby the carrier must be authorised by us. After three months from the transfer of risk to the Customer in accordance with Clause V.1, complaints of hidden defects are excluded and are deemed to be late if they should reasonably have been recognisable, insofar as the purchase is a commercial transaction within the meaning of the HGB for both parties. In the case of a late, or incorrect complaint of a defect according to Clauses VI.1 to VI.3, under the conditions of Clause VIII.1 to VII.6 of the General Terms of Sale, the Customer shall lose their right of complaint, unless the defect has been intentionally concealed by us.

2. In the case of defects with goods which are delivered by us, at our discretion we shall be obliged to correction or to delivery of defect-free goods (subsequent fulfillment). If we are not prepared or able to provide subsequent fulfillment, in particular if this is delayed beyond a reasonable period for reasons for which we are responsible, or if the subsequent fulfillment fails in any other manner, at their discretion the Customer shall be entitled to withdraw from the contract or to demand a reduction of the purchase price. A subsequent correction is deemed to have failed after the second attempt, if nothing to the contrary results from the nature of the defect or from other circumstances. Insofar as the Customer has suffered damage due to defects in the goods which we have delivered, or has had fruitless expenses, our liability for this shall be governed by Clauses VII.1, VIII.1 to VIII.6 and Clause IX.

3. Claims for defects by merchants within the meaning of the HGB lapse at the latest one month after our rejection of the complaint.

## **VIII. Liability**

1. Liability of our company for damages or futile expenses, for whatever legal reason, only pertains if the damages or futile expenses **a.** have been caused by the culpable breach of a material contractual obligation by us or one of our agents, or **b.** are due to gross negligence by us or one of our agents. In accordance with Clause VIII.1.a and VIII.1.b, we shall only be liable for damages or futile expenses caused by advice or information which has not been separately remunerated, in case of intentional or grossly negligent breach of obligation, insofar as this breach of obligation is not due to a material defect of the goods which we have delivered within the meaning of § 434 BGB.

2. If we are liable pursuant to Clause VIII.1.a for the breach of a material contractual obligation without gross negligence or intent, our liability for damages shall be limited to the foreseeable, typically occurring damage. In this case, we shall not be liable for loss of profit of the Customer and unforeseeable indirect consequential damages, in particular indirect damages due to contractual penalties agreed with third parties. The above

limitations of liability pursuant to sentences 1 and 2 shall apply in the same way to damages caused by gross negligence or intent on the part of our employees or agents.

3. The aforementioned limitations of liability stated in Clauses VIII.1 to VIII.2 do not apply if our liability is mandatory according to regulations of the Product Liability Act (Produkthaftungsgesetz) or if claims are made against us due to injury to life and limb or health. If the goods which we deliver lack a guaranteed property, we shall only be liable for such damages which are due to the lack which was the subject of the guarantee.

4. Further liability for compensation other than that which is provided in Clauses VIII.1 to VIII.3 is excluded – regardless of the legal nature of the claim. This applies in particular for claims for compensation due to culpability on conclusion of the contract as per § 311 III BGB or positive breach of contract as per § 280 BGB or due to claims in tort as per § 823 BGB.

5. We shall not be liable in the event of impossibility or delay in the fulfilment of delivery obligations if the impossibility or delay is due to proper compliance with public law obligations in connection with the European Chemicals Regulation REACH initiated by the Customer.

6. Insofar as these claims for compensation are excluded or limited according to Clauses VIII.1 to VIII.5, this also applies with regard to personal liability for compensation on the part of our employees, representatives, agents or vicarious agents.

## **IX. Term of limitation for claims**

1. Claims by the Customer which are due to defects in the goods which we have delivered or failure to provide proper services – including claims for compensation and claims for reimbursement of fruitless expenses – lapse within one year unless otherwise stated in the following Clauses IX.2 to IX.5, or longer terms are prescribed by law.

2. If the Customer or another purchaser in the supply chain has fulfilled claims against their purchaser due to defects in newly manufactured goods delivered by us, the limitation period for claims of the Customer against us under §§ 437 and 445a BGB shall commence at the earliest two months after the time at which the Customer or the other purchaser in the supply chain as an entrepreneur has fulfilled the claims of the consumer, unless the Customer could have successfully invoked the defence of limitation vis-à-vis their purchaser/contractual partner. The limitation period for claims of the Customer against us due to defective goods delivered by us shall in any case commence insofar as the claims of the Customer's purchaser/contractual partner against the Customer due to defects in the goods delivered by us to the Customer are time-barred, but no later than 5 years after the time at which we delivered the respective goods to our Customer.

3. If we have provided advice and/or information that is not to be remunerated separately in breach of duty without having delivered goods in connection with the information or advice or without the advice or information in breach of duty constituting a material defect in accordance with § 434 BGB of the goods delivered by us, claims against us based on this shall become statute-barred within one year from the start of the statutory limitation period. Claims of the Customer against us arising from the breach of contractual, pre-contractual or statutory obligations which do not constitute a material defect in accordance with § 434 BGB of the goods to be delivered or delivered by us shall also become statute-barred within one year from the start of the statutory limitation period. Insofar as the aforementioned breaches of duty constitute a material defect pursuant to § 434 BGB of the goods supplied by us in connection with the advice or information, the provisions set out in Clauses IX.1 and IX.2 shall apply to the limitation period for claims based thereon.

4. The provisions set out in Clauses IX.1 to IX.3 shall not apply to the limitation period for claims due to injury to life, limb or health, nor to the limitation period for claims under the Product Liability Act (Produkthaftungsgesetz) and due to defects of title in the goods delivered by us which consist of a right in rem of a third party on the basis of which the return of the goods delivered by us can be demanded. Furthermore, they shall not apply to the limitation of claims of the Customer which are based on the fact that we have fraudulently concealed defects in goods delivered by us or that we have intentionally or grossly negligently breached an obligation. In the cases mentioned in this Clause IX.4, the statutory limitation periods shall apply to the limitation of these claims.

## **X. Return of goods**

The return of defect-free goods delivered by us is excluded. If, by way of exception, we agree to take back defect-free goods with a value of > € 300, a credit note will only be issued to the extent that we determine the unrestricted reusability of the goods. For the costs of testing, preparation, reworking and repackaging, the actual costs, at least 20 % of the invoice amount or at least € 50, - will be deducted. Any freight costs incurred for return freight will also be deducted. Such a credit note will not be paid out, but will only be used to offset future deliveries.

## **XI. Assignment**

Without our express written consent, rights or claims against us, in particular due to defects in goods delivered by us or due to breaches of duty committed by us, may not be assigned in whole or in part to third parties or pledged to third parties; § 354 a HGB remains unaffected by this.

## **XII. Intellectual property:**

1. Unless expressly agreed otherwise, the plans, specifications, computer files, technical and commercial documents, test results, photographs, samples, prototypes, studies, reports, letters, patents, models and drawings, etc. that we provide to the Customer shall remain our property. Consequently, the Customer shall refrain from any distribution, reproduction or use without our prior express written consent and undertakes to use them only for the agreed purpose.
2. Any use of the Knauf Corporate Identity (i.e. any logo, drawing, image or representation of the Knauf Group brands, regardless of the size and medium used) in the context of commercial contracts, sales promotion or advertising measures requires our prior, express and written consent. Under no circumstances can such consent, should it be granted, be valid for the future or for any use other than that agreed with us.
3. Even if a specific use of the Knauf Corporate Identity has been agreed, the Customer shall expressly refrain from using it in any way that could harm our company or the Knauf Group in any way or impair our brand image, under penalty of damages. The Customer assures that all information, details, plans, drawings and specifications provided to us do not infringe any industrial property rights or copyrights.
4. If the Customer becomes aware of an infringement of our patents, trademarks or other intellectual property rights, they must inform us immediately in text form and confirm this by registered letter with acknowledgement of receipt.

## **XIII. Inventories**

The inventories of raw materials, components, inserts, tools and finished and semi-finished products manufactured for the Customer's products shall be invoiced in full when the Customer's account is closed for any reason whatsoever.

## **XIV. Moulds - Models - Tools**

1. Until proof to the contrary, the moulds, models and tools designed and manufactured by us to produce the goods according to the Customer's specifications shall remain our property.
2. Any financing by the Customer to cover all or part of the manufacturing costs of certain tools does not justify the transfer of ownership of this tool in favour of the Customer and does not authorise the Customer to demand the transfer to another manufacturer without our consent or to restrict our right to manufacture goods for other customers with the same tool.

3. We have a right of retention to the moulds, models and tools provided by the Customer for the manufacture of the goods until the invoices for the deliveries made by us have been paid in full.

4. We shall not be liable for the storage of tools belonging to the Customer, nor for any subsequent obligations from the point in time at which we requested their collection at the end of the business relationship. If the Customer does not collect the tools within the agreed period, we shall be entitled to have them destroyed. The costs for the removal and transport or destruction of the tools shall be borne by the Customer.

## ***XV. Resale - Independence of the Customer***

1. Our goods comply with the legislation in force in Germany and German consumer regulations. In the event that the Customer resells the goods outside this territory, the Customer shall be solely liable for compliance with all local laws and regulations.

2. The Customer is solely responsible and authorised to determine the resale price of the goods. Any recommendations we may make (recommended prices, recommended marketing prices, recommended guide prices) shall in no way affect the Customer's freedom to set its own resale prices.

## ***XVI. Place of fulfilment, jurisdiction, applicable law, commercial clauses, Compliance***

1. The place of fulfilment and exclusive place of jurisdiction for all claims between us and Customers that are merchants or legal entities under public law or special funds under public law shall be the registered office of our company or the registered office of the respective delivery plant or distribution warehouse, for payments the payment offices specified in the invoice, unless mandatory statutory provisions provide otherwise. However, we shall also have the right to bring an action against the Customer at the Customer's legal place of jurisdiction.

2. Any contract between us and the Customer shall be governed exclusively by the law of the Federal Republic of Germany, as it applies between German merchants and could be effectively agreed in the respective countries of delivery. The application of the provisions on the international sale of goods (CISG-Vienna UN Convention on Contracts for the International Sale of Goods) and German private international law are expressly excluded.

3. Insofar as trade clauses are agreed in accordance with the International Commercial Terms (INCOTERMS), the INCOTERMS in the latest version (currently INCOTERMS 2020) shall apply.

4. The Customer acknowledges and agrees to conduct its business in accordance with the principles and values outlined in the Knauf Code of Conduct, as updated from time to time and available at <https://knauf.com/en/compliance>. The Customer further agrees to ensure that its employees, agents, and subcontractors comply with these principles when performing any activities related to this agreement. The Customer represents and warrants that it shall not engage in any activities that are inconsistent with the Knauf Code of Conduct, including but not limited to:

- a) Corruption, bribery, or any other form of unethical business conduct.
- b) Violations of human rights, including forced labor, child labor, or discrimination.
- c) Environmental harm or non-compliance with applicable environmental laws and regulations.
- d) Any other practices that could harm Knauf's reputation or violate applicable laws.

The Customer agrees to comply with all applicable laws, regulations, and industry standards, including but not limited to those related to anti-corruption, anti-money laundering, competition, labor, and environmental protection. The Customer further agrees to implement and maintain adequate policies and procedures to ensure compliance with such laws and the Knauf Code of Conduct.

The Seller reserves the right to request reasonable evidence of the Customer's compliance with the Knauf Code of Conduct and applicable laws. The Customer agrees to cooperate with any such requests, including providing access to relevant documentation and records, subject to applicable confidentiality obligations.

The Customer shall promptly notify the Seller in writing if it becomes aware of any actual or potential breach of this clause, including any violations of the Knauf Code of Conduct or applicable laws by the Customer, its employees, agents, or subcontractors.

The Seller reserves the right to suspend or terminate this agreement, without liability, if the Customer breaches this clause or if the Seller reasonably believes that the Customer's actions are inconsistent with the Knauf Code of Conduct or applicable laws.

The Customer agrees to indemnify, defend, and hold harmless the Seller, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, damages, losses, penalties, or expenses (including reasonable attorneys' fees) arising out of or related to the Customer's breach of this clause.

## ***XVII. Sanction & Export Control Compliance***

### **A) Compliance with Laws and Regulations**

The Customer and the Seller agree to comply with all applicable laws, regulations, and administrative requirements, including but not limited to those related to export controls, trade sanctions, customs laws, as enacted by the European Union, Germany, the United Nations, the United States of America, or any other relevant jurisdiction (hereinafter collectively referred to as "**Export Control Laws**").

### **B) Prohibited Transactions**

The Customer represents and warrants that it is not:

- a) Listed on any government-issued sanctions or restricted parties lists, including but not limited to the EU Consolidated List, the U.S. Specially Designated Nationals (SDN) List, the UK HMT/OFSI Consolidated List of Targets or any similar list – or otherwise -directly or indirectly- owned or controlled by one or several entities which is (are) listed on the aforementioned lists.
- b) Located in, organized under the laws of, or otherwise operating from a country or territory subject to comprehensive trade sanctions (e.g., Iran, North Korea, Belarus, Russia, Crimean or other non-controlled regions of Ukraine, Cuba, etc.).
- c) Engaged in any activity that would cause the Seller to violate Export Control Laws.

### **C) Export Restrictions**

The Customer acknowledges that the goods, services, and/or technology provided under this agreement may be subject to Export Control Laws. The Customer agrees not to export, re-export, transfer, or otherwise make available such goods, services, or technology to any destination, entity, or individual prohibited under Export Control Laws without obtaining all necessary licenses, permits, or authorizations from the relevant authorities.

### **D) End-Use and End-User Restrictions**

The Customer shall not use, sell, or transfer the goods, services, or technology for any purpose related to:

- a) The development, production, or use of nuclear, chemical, or biological weapons, or missile technology.
- b) Military end-use or military end-users in countries subject to arms embargoes.
- c) Any other prohibited end-use or end-user as defined under Export Control Laws.

## E) Notification Obligation

The Customer shall immediately notify the Seller in writing if it becomes aware of any breach or potential breach of this clause, including but not limited to:

- a) A change in the Customer's ownership or control that may result in a violation of Export Control Laws.
- b) Any use, transfer, or export of the goods, services, or technology in violation of Export Control Laws.

## F) Right to Suspend or Terminate

The Seller reserves the right to suspend or terminate the performance of this agreement, including the delivery of goods or services, without liability, if:

- a) The Seller reasonably believes that the Customer has violated or will violate Export Control Laws.
- b) The Seller determines that such performance would expose it to the risk of sanctions, penalties, or other adverse consequences under Export Control Laws.

## G) Indemnification

The Customer agrees to indemnify, defend, and hold harmless the Seller, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, damages, losses, penalties, or expenses (including reasonable attorneys' fees) arising out of or related to the Customer's breach of this clause or any violation of Export Control Laws.

## ***XVII. Final provisions***

Should any of the above provisions be invalid, partially invalid or excluded by a special agreement, this shall not affect the validity of the remaining provisions.

Status: August 2025 (last revision)