

General Terms and Conditions of Purchase of ORAFOL Europe GmbH

As of: March 2026

I.

General Provisions and Scope of Application

1. These General Terms and Conditions of Purchase of ORAFOL form an integral part of all contracts for deliveries and performances between the supplier or service provider and ORAFOL.
2. Any terms and conditions of the supplier or service provider that deviate from or supplement these General Terms and Conditions of Purchase shall not be binding on ORAFOL, even if ORAFOL does not object to them or the supplier or service provider declares that it will only supply under its own terms and conditions.

II.

Delivery Period / Transfer of Risk

1. The agreed delivery period shall be binding. Compliance with the delivery date shall be determined by delivery of the defect-free goods, together with the required shipping documents, to ORAFOL at the destination specified in the order during normal business hours. If circumstances arise or come to the supplier's attention which indicate that the agreed delivery period cannot be met, the supplier is obligated to notify ORAFOL in writing without delay.
2. In the event of delay in delivery, ORAFOL shall be entitled to the statutory remedies. In particular, after the unsuccessful expiry of a reasonable grace period, ORAFOL shall be entitled to claim damages in lieu of performance. If ORAFOL claims damages, the supplier shall have the right to prove that it is not responsible for the breach of duty.
3. Unless otherwise agreed, deliveries are made on a "DDP destination" basis (Incoterms 2020). The supplier shall package and dispatch the delivery items properly in compliance with all applicable packaging and shipping regulations. The supplier shall bear the risk of accidental loss or accidental damage until the contract-compliant goods arrive at the destination.
4. The supplier shall ensure that the deliveries and performances comply with all environmental protection, accident prevention, occupational health and safety regulations, and all other safety-related regulations applicable in the country of destination. In particular, the supplier shall comply with all requirements of EU Regulation 1907/2006 dated 18 December 2006 (the "REACH Regulation").
5. The supplier shall state ORAFOL's exact order number on all shipping documents and delivery notes.

III.

Offers / Offer Documents

1. Unless an order specifies an explicit validity period, ORAFOL shall be bound by it for a period of 5 days.
2. ORAFOL reserves all ownership rights and copyrights in respect of illustrations, drawings, calculations and other documents; such documents may not be made available to third parties without ORAFOL's express written consent. They may be used exclusively for production on the basis of ORAFOL's order. Upon completion of the order, they shall be returned to ORAFOL without request. They must be kept confidential vis-à-vis third parties; Section 8(5) shall additionally apply in this respect.

IV.

Prices – Payment Terms

1. The price stated in the order shall be binding. Unless otherwise agreed in writing, the price shall include delivery “carriage paid”, including packaging. Return of packaging shall require a separate agreement. Statutory VAT shall be included in the price.
2. Invoices must be issued for all deliveries made, in accordance with the applicable legal requirements for invoices under the VAT legislation of the countries whose VAT laws apply to the invoiced delivery.
3. The supplier shall issue one verifiable invoice per order, containing all mandatory information required under German law. The complete order number must be stated on the invoice.
4. Unless otherwise agreed in writing, ORAFOL shall pay the purchase price within 14 days of delivery and receipt of the invoice, with a 2% discount, or within 30 days of receipt of the invoice.

V.

Warranty

1. ORAFOL shall inspect the goods within a reasonable period for any deviations in quality or quantity. The complaint is deemed to have been made in good time provided it is sent by ORAFOL within five working days of receipt of the goods or, in the case of hidden defects, within five working days of their discovery. If a quality assurance agreement has been concluded between the supplier and ORAFOL, the separate provisions of such quality assurance agreement shall apply.
2. ORAFOL shall be entitled to the full statutory warranty rights; in any event, ORAFOL shall be entitled to require the supplier to either remedy the defect or deliver replacement goods. The right to claim damages, particularly damages in lieu of performance, is expressly reserved.
3. If a defect is discovered before the defective goods have left the production facility or before the defective goods have been processed by ORAFOL, the supplier shall be given the opportunity to remedy the defect or replace the defective goods, provided that such remedy does not cause any delay to ORAFOL's production process.
4. If, for operational reasons – particularly reasons relating to production scheduling – it cannot reasonably be expected that ORAFOL permit the supplier to remedy the defect or make a replacement delivery, or if the supplier is unable to provide remedial action or replacement delivery, ORAFOL shall be entitled to remedy the defect itself or have the defect remedied by a third party at the supplier's expense.
5. Notwithstanding Section 438(1)(3) BGB (German Civil Code), the limitation period shall be thirty-six (36) months from the transfer of risk, unless a mandatory provision, for example under Sections 445b or 478(2) BGB, applies.

VI.

Product Liability / Indemnification / Insurance Coverage

1. Where the supplier is liable for product damage, it shall be obligated to indemnify ORAFOL against any claims for damages by third parties upon first request, insofar as the cause lies within its sphere of control and organisation and it is itself liable vis-à-vis third parties.

2. Within the scope of its indemnification obligation pursuant to Clause no. 1, the supplier shall reimburse ORAFOL for any expenses pursuant to Sections 683 and 670 BGB or Sections 830, 840 and 426 BGB arising from or in connection with a product recall lawfully carried out by ORAFOL. Insofar as possible and reasonable, ORAFOL shall inform the supplier in advance and in good time of the content and scope of such recall measures and give the supplier an opportunity to comment. In consultation with the supplier, ORAFOL shall make any necessary notifications to the competent authorities pursuant to ProdSG (German Product Safety Act).

3. The supplier undertakes to maintain product liability insurance with adequate cover, commensurate with the liability risk in each specific case, for the duration of this contract, i.e. until the expiry of the limitation period for claims for defects. In this respect, the supplier acknowledges that ORAFOL exports its end products, inter alia, to the United States, Canada and Australia. Such insurance shall not constitute a limitation of the supplier's liability; this shall not affect any further claims for damages to which ORAFOL may be entitled.

VII.

General Liability / Priority of Other Agreements

1. Unless otherwise provided in these General Terms and Conditions of Purchase, the supplier shall be liable in accordance with the statutory provisions.
2. In the event of any conflict between an existing supply agreement / framework supply agreement and these General Terms and Conditions of Purchase, the supply agreement / framework supply agreement shall take precedence.

VIII.

Intellectual Property Rights

1. In accordance with this Section VIII, the supplier warrants that its delivery does not infringe upon any third-party intellectual property rights in the countries of the European Union or in any other countries in which it manufactures the products or has them manufactured.
2. Should ORAFOL be held liable by a third party in this regard, the supplier is obligated to indemnify ORAFOL against such claims upon first request.
3. In the event of claims for damages by a third party, the supplier shall retain the right to prove that it was not at fault for the infringement of the third party's rights. Without the supplier's consent, ORAFOL shall not be entitled to enter into any agreements with the third party, particularly to reach a settlement.
4. The supplier's obligation to indemnify shall extend to all expenses necessarily incurred by ORAFOL as a result of or in connection with claims asserted by a third party, unless the supplier proves that it is neither responsible for the breach of duty underlying the infringement of intellectual property rights nor could it have been expected to have been aware of such a breach while exercising due commercial care at the time of delivery.
5. The limitation period for these claims shall be three (3) years effective from transfer of risk.

IX.

Retention of Title / Provision of Materials / Tools

1. If ORAFOL provides parts or materials to the supplier, ORAFOL shall retain title thereto. Any processing or transformation by the supplier shall be carried out on ORAFOL's behalf. If ORAFOL's goods subject to retention of title are processed together with other items not belonging to ORAFOL, ORAFOL shall acquire co-ownership of the new item in proportion to the value of ORAFOL's item (purchase price plus VAT) relative to the other processed items at the time of processing.

2. If the item provided by ORAFOL is inseparably mixed with other items not belonging to ORAFOL, ORAFOL shall acquire co-ownership of the new item in proportion to the value of the reserved item (purchase price plus VAT) relative to the other mixed items at the time of mixing. If the mixing occurs in such a manner that the supplier's item is to be regarded as the principal item, it shall be deemed agreed that the supplier transfers proportionate co-ownership to ORAFOL corresponding to the value of the provided item.
3. ORAFOL shall retain title to all tools; the supplier shall use such tools exclusively for the manufacture of goods ordered by ORAFOL. The supplier is also obligated to insure the tools belonging to ORAFOL against fire, water damage and theft at replacement value and at its own expense. Simultaneously, the supplier hereby assigns to ORAFOL all claims for compensation arising under such insurance policies; ORAFOL hereby accepts such assignment. The supplier shall carry out all necessary maintenance and inspection work as well as all servicing and repair work on ORAFOL's tools at its own expense and in a timely manner.
4. Insofar as the security interests arising under paragraph 1 and/or paragraph 2 exceed the purchase price of all goods subject to retention of title for which ORAFOL has not yet paid by more than 10%, at the Supplier's request, ORAFOL shall be obligated to release the security interests at ORAFOL's discretion.
5. The supplier is obligated to treat all illustrations, drawings, calculations and other documents and information received as strictly confidential. Such information shall be regarded as trade secrets and may only be disclosed to third parties with ORAFOL's express consent. This confidentiality obligation shall remain in effect for a period of three (3) years following completion of this contract. However, this obligation shall lapse if and insofar as the manufacturing know-how contained in the illustrations, drawings, calculations and other documents provided has become generally known, or if it can be proven that the supplier was already aware of it at the time of notification within the meaning of the first sentence. The supplier may only refer to the existing business relationship with ORAFOL with ORAFOL's prior written consent. This shall not affect specific confidentiality agreements and statutory provisions concerning the protection of trade secrets.

X.

Performance of Work

Employees of the supplier or individuals engaged by the supplier who perform work on ORAFOL's premises in fulfilment of the contract shall comply with the applicable site regulations.

XI.

Policy Statement on Human Rights Strategy / Guiding Principles

1. In performing its deliveries and performances, the supplier shall comply with the Policy Statement on Human Rights Strategy, the Supplier Code of Conduct and the company's guiding principles, in their respective current version, and shall ensure that its employees and subcontractors comply accordingly. The documents are available on the website or shall be provided upon written request.
2. Through appropriate and reasonable measures, the supplier undertakes to ensure that all statutory provisions and internationally recognised standards concerning environmental protection and respect for human rights are observed throughout the entire supply chain for the supplied goods, particularly prohibitions on child labour, forced labour and discrimination, provisions relating to minimum wages, and regulations concerning employee safety and fundamental employee rights. In particular, the supplier undertakes not to commit any acts or omissions that could result in violations of statutory provisions or internationally recognised standards concerning environmental protection and human rights. The supplier shall ensure compliance with such statutory provisions and internationally recognised standards throughout its supply chain, including by its

upstream suppliers, by means of appropriate contractual arrangements. Express reference is made to LkSG (German Supply Chain Due Diligence Act).

3. Pursuant to Sections 5 and 6 LkSG respectively, the supplier undertakes to conduct risk analyses and to implement appropriate preventive measures without undue delay if risks are identified during such analyses.

4. The supplier undertakes to ensure that training on human rights and environmental issues is provided to those employees who are responsible for minimising the relevant risks within the supplier's organisation or who are exposed to such risks.

5. If ORAFOL requests information from the supplier as part of risk analyses conducted pursuant to LkSG in order to identify or assess human rights or environmental risks, the supplier shall provide ORAFOL with the necessary information to an adequate extent insofar as applicable law or contractual obligations permit.

6. If the supplier identifies a potential breach of human rights or environmental obligations in relation to the provision of services to ORAFOL within its own business operations or becomes aware of such a breach in any other way, it is obligated to inform ORAFOL of this and of the measures it has taken in response.

XII.

Severability / Applicable Law / Jurisdiction

1. Should any provision or part of a provision of these Terms and Conditions of Purchase be invalid or unenforceable, this shall not affect the validity and continued effect of the remaining provisions and of the relevant contract.

2. The contract shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

3. If the supplier is a merchant, the courts at ORAFOL's registered office shall have exclusive jurisdiction. However, ORAFOL is also entitled to bring legal proceedings against the supplier at the supplier's place of jurisdiction.

Oranienburg, March 2026

In the event of any disagreement or legal dispute, the GERMAN version of the document shall be definitive.