

# General Quality Assurance and Purchasing Agreement (QSEV)

between

**Hermann Bantleon GmbH**  
Blaubeurer Straße 32  
89077 Ulm

-hereinafter referred to as BANTLEON-

and

**supplier**

-hereinafter referred to as Partner-

## 1. Principle

BANTLEON develops and produces high-performance lubricants for a wide range of industrial and automotive applications. The service portfolio also includes products for cleaning and corrosion protection, fluid management, filter technology, system engineering and tank construction, laboratory analyses and technical consulting. BANTLEON operates worldwide with its range of products and works together with authorized partners.

Quality, innovation, progress, reliability and flexibility are important principles of the company. The QSEV describes the minimum requirements for the Partner's quality management system and regulates the rights and obligations with regard to quality assurance for the products to be supplied by the Partner. The aim of the agreement is to ensure the quality of the products, to optimize the cooperation between the partners and to jointly meet or exceed the constantly increasing market demands in terms of quality and reliability.

## 2. Scope and subject matter of the agreement

This agreement is an indispensable part of the business relationship between BANTLEON and the Partner. The QSEV applies in addition to all other arrangements and agreements made between the two parties. The subject matter of the agreement concerns all products and services supplied by the Partner (hereinafter referred to as products). Additional quality assurance measures can be agreed.

## 3. Management system of the Partner / its sub-suppliers

The Partner undertakes to maintain a quality management system in accordance with ISO 9001. In addition, systems or processes for environmental/climate protection and occupational health and safety shall exist and shall be actively further developed. Sustainable thinking and acting shall be part of the corporate philosophy. This also applies to the observance of human rights and compliance along the supply chain. Tools for determining the carbon footprint of individual products shall be established in the company in the medium term and made available on request. If the Partner procures products or services for its own product realization from a sub-supplier, a corresponding agreement must be concluded with this sub-supplier. Otherwise, the Partner must ensure the quality of the sub-supplier through suitable measures.

## 4. Conclusion of contract / documentation

Orders, contract conclusions and delivery call-offs as well as any modification or amendment must be made in text form (in writing/by e-mail/fax). The cancellation of the text form requirement must also be in text form.

In the case of delivery call-offs, these shall become binding if the Partner does not object within 3 working days after receipt of the delivery call-off.

## 5. Prices / delivery / terms of payment

The prices stated in the order are binding and are to be understood as fixed prices.

Price changes shall only be binding if they are confirmed in writing by BANTLEON. Price adjustments shall be notified with a minimum lead time of 5 weeks. All prices are net prices plus the applicable value added tax. Unless otherwise agreed, delivery shall be made free domicile to the place of receipt specified by BANTLEON, including customs, packaging and insurance.

Unless otherwise agreed in writing, invoices shall be payable with a 3% discount within 14 days, calculated from delivery and receipt of invoice, or net within 30 days after receipt of invoice. Bantleon shall be entitled to offset and retention rights to the extent permitted by law. Deliveries must be made no later than 5 working days after ordering, unless other delivery agreements have been made. Any costs / damages incurred due to delays in delivery shall be borne by the supplier.

## 6. Transfer of risk / packaging

The risk shall be transferred when the delivery arrives at BANTLEON's factory or at the designated place of receipt. If acceptance takes place, the risk shall only be transferred upon acceptance of the goods in the factory or at the designated place of receipt.

The goods must be packed in such a way as to avoid transport damage. Packaging material must be environmentally friendly if possible and is only to be used to the extent necessary in each case. The Partner shall be obliged to take back packaging materials, including transport packaging at the place of delivery during normal business hours at its own expense; otherwise, the obligation to take back packaging materials shall be governed by the relevant statutory provisions.

## 7. Audit

BANTLEON is entitled to carry out audits at the Partner's or its sub-supplier's facility after prior consultation.

### 8. Initial sampling and documentation

The product and delivery specifications, quality characteristics, etc. agreed between BANTLEON and the Partner shall be documented in due time by the Partner by means of initial sampling, including the necessary documentation such as safety data sheet, technical data sheet, delivery specification and certificate of analysis / works test certificate.

### 9. Information, products and processes

If it becomes apparent that agreements made, e.g. quality characteristics, capabilities, deadlines, delivery quantities, cannot be met, BANTLEON shall be informed immediately. This also applies to all deviations identified after delivery. The Partner shall inform BANTLEON of changes to production processes, materials or supplied parts and raw materials in such good time that BANTLEON can check whether the changes might have detrimental effects and/or whether an initial sample inspection is necessary. In the case of special products which the Partner manufactures entirely in accordance with BANTLEON's specifications, the Partner may not change the formulations or raw materials used without the prior written consent of BANTLEON. Any changes can be proposed by the Partner for the purpose of product improvement and/or product economy. BANTLEON may not unreasonably refuse consent.

For all other products which the Partner manufactures based on its own standard formulation, if and insofar as the agreed product quality is not adversely changed, BANTLEON must only be informed of any changes in content. Existing confidentiality obligations shall remain unaffected.

The Partner shall inform BANTLEON about changes in the technical documents (such as the technical data sheet, the specification, the approvals and releases) without being asked. This information must be communicated in writing as soon as it becomes known to the manufacturer, but at the latest upon availability of the new edition of the associated documents. With each delivery, the Partner shall send a works test certificate/analysis certificate to BANTLEON.

### 10. Product labeling and traceability

The Partner undertakes to label products in accordance with the agreements with BANTLEON. The minimum requirements are the information on the batch, product designation, information on the manufacturer and the delivery quantity, as well as the legally prescribed guidelines. The period of use/best before date must be at least 12 months at the time of delivery to BANTLEON. All information must be displayed in a clearly legible manner. The Partner shall ensure constant traceability.

### 11. Incoming goods inspection

Acceptance shall always be subject to an inspection to ensure the absence of defects, particularly regarding correctness and completeness, to the extent and as soon as this is feasible in the normal course of business. Defects shall be notified by us within one month after discovery. Furthermore, the supplier waives the objection of late notification of defects and generally waives the objection of any not effected or not in time effected inspection of incoming goods. Notified defects shall be processed by the Partner within 48 hours.

### 12. Compliance with legal regulations

The Partner and any sub-suppliers are obliged to comply with all legal requirements relating to occupational health and safety and environmental protection. For deliveries within or to the European Union (EU), the Partner shall comply with its obligations under the European Chemicals Regulation. The Partner is obliged to comply with all anti-corruption laws applicable to the contractual relationship, as well as any sanctions

and embargoes imposed.

### 13. Period of validity / liability

The QSEV is valid for an indefinite period but can be terminated by either contractual partner with a notice period of 3 months. The validity of ongoing orders shall not be affected by a termination. Orders that are completed before notice of termination is given or before the notice period expires shall be subject to this QSEV.

The QSEV shall not affect the Partner's liability for any damage and warranty claims on the part of BANTLEON due to delivery defects. Any limitation of liability and warranty, including the shortening of the statutory warranty periods, in the supplier's General Terms and Conditions shall not apply to the contracts concluded with BANTLEON.

### 14. Non-disclosure

All information made accessible by BANTLEON shall be kept secret from third parties for as long as and insofar as it is not demonstrably public knowledge and shall only be made available in the Partner's own company to those persons who must necessarily be involved in its use for the purpose of delivery to BANTLEON.

The information provided by BANTLEON shall not be used without prior written consent, except for deliveries to BANTLEON.

### 15. Violation / contractual penalty

In the case of a violation of the QSEV, the Partner undertakes to pay BANTLEON an appropriate contractual penalty, the amount of which shall be determined by BANTLEON at its reasonable discretion and, in the event of a dispute, shall be subject to review by the competent court, but shall not be less than € 10,000.

### 16. Other

Amendments to the QSEV must be made in writing. This shall also apply to the cancellation of the written form requirement. This Quality Assurance Agreement and the contractual relationship between BANTLEON and the Partner shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

Place of jurisdiction is Ulm / Germany.