



## **1. Scope of application, Conclusion of Contract, Purchase Order and Order Confirmation**

- 1.1. These General Terms and Conditions of Purchase ("Purchase Terms") shall apply exclusively to all business relationships between (i) R. STAHL AG, Waldenburg; R. STAHL Schaltgeräte GmbH, Waldenburg; R. STAHL Services GmbH, Waldenburg or R. STAHL HMI Systems GmbH, Cologne (each "R. STAHL") and (ii) enterprises within the meaning of section 14 of the German Civil Code (*Bürgerliches Gesetzbuch*; "BGB"), legal persons under public law and special assets under public law (*öffentlich-rechtliches Sondervermögen*) ("Supplier"), in particular with respect to the purchase of goods from Supplier or the provision of services by Supplier (together "Contract Product").

Supplier accepts these Purchase Terms as exclusively binding upon acceptance of the purchase order or, at the latest, upon delivery of the Contract Product. The applicability of Supplier's deviating or supplementary terms and conditions shall be excluded, even if R. STAHL does not expressly object to them or if Supplier indicates that it is only willing to deliver in accordance with its own terms and conditions.

- 1.2. These Purchase Terms shall also apply to all future transactions with Supplier. In the case of an already ongoing business relationship, the Purchase Terms, as amended from time to time, shall even become part of the contract if they are no longer expressly referred to.
- 1.3. R. STAHL's purchase orders are only binding if made in writing. Verbal purchase orders or orders placed by telephone are not binding and require a written confirmation in order to become binding. Amendments to and changes of the purchase orders or any supplements thereto shall only be binding if made in writing by an employee of R. STAHL having power of representation.
- 1.4. Purchase orders of R. STAHL shall be confirmed in writing by Supplier without undue delay by returning a duly signed copy of the purchase order. If Supplier does not confirm the purchase order within five days from the date of the purchase order, R. STAHL shall be entitled to rescind the purchase order in writing. An order confirmation that deviates from the purchase order constitutes a counter-proposal and shall be binding only if accepted by R. STAHL in writing. Under no circumstances shall silence on the part of R. STAHL be deemed as acceptance of an order confirmation that deviates from the original purchase order.

## **2. Shipment, Passing of Risk, Packaging, Passage of Title**

- 2.1 Unless otherwise expressly agreed, deliveries shall be made DDP place of destination indicated in the respective purchase order (Incoterms 2010). If no place of destination is indicated in the purchase order, the delivery shall be made DDP sender's address on the purchase order. The place of destination shall be the place of performance.
- 2.2 Deliveries shall be possible only during the times indicated in the purchase order.
- 2.3 Partial deliveries shall be subject to prior written consent by R. STAHL and must be expressly identified as such by Supplier.



2.4 Irrespective of the statutory obligation to take back the packaging, it must be recyclable in order to ensure its environment-friendly disposal. Otherwise, the disposal as well as any additional expenditure may be charged to Supplier. R. STAHL may require Supplier to take back the transport and sales packaging free of charge.

2.5 Supplier's retentions of title will only be accepted by R. STAHL if and to the extent that Supplier retains title until it receives the purchase price to the delivered Contract Product. Any extended or expanded retention of title by Supplier shall be excluded.

### **3. Performance Periods and Dates, Default in Delivery, Force Majeure**

3.1 The delivery date indicated in the purchase order shall be binding. Agreed delivery dates are met if the Contract Product has arrived at the place of destination indicated in the purchase order at the agreed time.

3.2 If Supplier is in default with the delivery, R. STAHL is entitled to claim a contractual penalty in the amount of 0.5% of the order value of the Contract Products with which the Supplier is in default for each full week of default in delivery, limited to a maximum in the amount of 5% of the order value of the Contract Products with which the Supplier is in default. Supplier shall be entitled to prove that R. STAHL has suffered no damage or less damage. R. STAHL shall be entitled to claim the contractual penalty in addition to performance. Any further claims and rights shall remain reserved.

3.3 Supplier must notify R. STAHL in writing without undue delay of any anticipated delays in delivery specifying the expected additional delivery period required once these circumstances become apparent. A delivery prior to the agreed upon delivery date shall be subject to the prior written consent of R. STAHL. R. STAHL reserves the right, in accordance with the statutory provisions, to rescind the contract by means of a prior written declaration if Supplier exceeds the agreed upon delivery date. If Supplier is responsible for exceeding the delivery date, then R. STAHL reserves the right to claim damages in accordance with the statutory provisions.

3.4 Without the prior written consent of R. STAHL, Supplier shall not be entitled to have the performance owed by it performed by third parties (subcontractors).

3.5 In the event of delay or disruption of delivery due to unforeseeable events such as force majeure, war, labor disputes or natural disasters or due to other unavoidable and severe events beyond Supplier's control and sphere of influence and for which it is not responsible, the parties shall be released from their contractual obligations for the duration and scope of such disturbance. The parties are obliged to adjust their mutual contractual obligations to the changed circumstances in good faith. The statutory right of rescission shall remain unaffected.

### **4. Prices, Terms of Payment**

4.1 Unless otherwise expressly agreed, all prices stated in the purchase order shall be fixed prices DDP place of destination indicated in the purchase order (Incoterms 2010) and shall include all services and ancillary services of Supplier (e.g. assembly, installation, costs for tools) as well as all ancillary costs (e.g. proper packaging, transport costs including transport insurance). In case of deliveries outside the EU, Supplier is obliged to bear any customs duties owed in connection with the delivery. If



no prices are indicated, the current list prices of Supplier shall apply. Value added tax in the statutory amount shall be added to the prices and shall be separately shown. The pricing shall not in any way affect the agreement on the place of performance pursuant to Section 2.1.

- 4.2 The invoice shall be sent to R. STAHL concurrently with the delivery, however, by separate post. The invoice can be processed only if it contains the order number indicated in the purchase order. Supplier shall be liable for all consequences resulting from the non-compliance with this obligation, unless it can prove that he is not responsible for the non-compliance. Any set-off of counterclaims shall be calculated as of the date on which R. STAHL receives the delivery as well as the invoice.
- 4.3 In case of deliveries within the EU, Supplier is obliged to state on the bill of delivery and/or the invoice its VAT identification number as well as the additional data necessary for the statistics on the trading of goods (INTRASTAT).
- 4.4 Payment shall be made by R. STAHL at its discretion within 14 days with a discount of 3 % (*Skonto*) or within 30 days net. These time limits shall commence on the day on which R. STAHL receives the verifiable invoice, but in no event before R. STAHL has received the complete delivery. The payment date shall be the date on which the payment order is issued to the bank. If, by way of derogation from these terms, an advance payment is agreed, Supplier must provide a corresponding bank guarantee.
- 4.5 R. STAHL shall not owe any interests from the due date (*Fälligkeit*szinsen). If R. STAHL is in default of payment, R. STAHL shall owe default interest in the amount of 5 percentage points above the base rate according to section 247 BGB.
- 4.6 Any set-off by Supplier with claims that R. STAHL is contesting, that have not been finally adjudicated or that are not ripe for judgment shall be excluded.
- 4.7 Within the statutory limits, R. STAHL has a right to set-off and a right of retention and may claim the non-performance of the contract.

## **5. Rights in case of Defects**

- 5.1 The quality of the Contract Products and Supplier's responsibility for their quality shall be governed by the respective individual agreements of the parties. Supplier shall deliver the Contract Products free from defects in quality and title. Besides, the Contract Products shall comply with the specifications set forth in the manufacturer's data sheets, the latest state of the art, the applicable statutory provisions and the provisions and directives of authorities, professional associations and trade associations (in particular the Machinery and Low Voltage Directives). Any related certificates, insofar as required or standard, shall be handed over, too.
- 5.2 R. STAHL shall inspect the Contract Products delivered within a reasonable period of time upon receipt as to any obvious deviations in quality and quantity to the extent this is reasonable within the scope of the ordinary course of business, and shall notify Supplier without undue delay of any defects discovered. If a defect is discovered at a later time (hidden defect), notice thereof must be given without undue delay upon discovery of the defect.



- 5.3 If Supplier is in breach of its obligations according to Section 5.1 (in particular with respect to the obligation to deliver the Contract Products without any defects in quality and title), R. STAHL's rights, in particular to subsequent performance, rescission, reduction, damages or reimbursement of expenses, shall be determined by the statutory provisions. R. STAHL has the right to choose the type of subsequent performance.
- 5.4 If, for particular reasons of urgency, R. STAHL is not in the position (i) to notify Supplier of the defect and the imminent damage and (ii) to grant the Supplier a time limit for subsequent performance without occurrence of the damage, R. STAHL, in addition to the statutory provisions (cf. Section 5.3), is entitled to remedy the defect of the Contract Products itself or have them remedied by a third party at Supplier's expense.
- 5.5 Rights in case of defects shall become statute-barred three years after delivery of the Contract Product at the agreed place of destination or, in case of devices, machines and equipment, after the date of acceptance recorded in the acceptance protocol, unless a longer period is required by law.
- 5.6 If R. STAHL has notified Supplier of the defect in due time, the statute of limitation for claims based on defects is suspended until Supplier has finally rejected responsibility for the defect or has declared that the defect has been remedied. If Supplier recognizes its obligation for subsequent performance, the subsequent performance shall trigger the commencement of a new statute of limitation period. In the event the defect is remedied the new statute of limitations shall only apply to the remedied defect. If replacement Contract Products are delivered, the statute of limitations shall apply to the entire replacement.
- 5.7 Acceptance of the delivery and the payment shall not be deemed to constitute an acknowledgment of correct delivery.

## **6. Product Liability**

To the extent Supplier bears responsibility for a product defect whose cause lies within its sphere of control and organization, it shall be obliged to indemnify R. STAHL upon first demand against all damage claims of third parties. Supplier is obliged to maintain a product liability insurance for product liability claims covering a reasonable amount and having an insured value in the individual case of at least EURO 5,000,000.00 per personal injury or property damage event. Upon written request, Supplier shall provide R. STAHL with proof of the insurance coverage within two weeks from receipt thereof. Supplier undertakes to assign all insurance claims to R. STAHL upon first demand. If R. STAHL is obliged to conduct a recall due to a defect of a Contract Product, Supplier shall bear all necessary expenses in connection with this recall to the extent such expenses are caused by the Contract Product being defective.

## **7. Spare Parts**

- 7.1 Supplier is obliged to supply spare parts at reasonable conditions for the period of the Contract Product's expected physical life, at least, however, for a period of ten years following the delivery.



7.2 If Supplier discontinues production of the spare parts, it shall notify R. STAHL accordingly as soon as possible in writing and indicate the date of the latest possible purchase order. Furthermore, Supplier is obliged to provide to R. STAHL upon written demand any information that is necessary for the production of the spare parts, in particular documents, technical descriptions and equipment.

## **8. R. STAHL Code of Conduct, Compliance**

8.1 Supplier is obliged to maintain an effective integrity and compliance program. In particular, such program must be designed to prevent and amend any violations of ethical standards and must ensure compliance with all applicable laws and regulations, the principles of fair trade and sustainability as well as the R. STAHL Code of Conduct. Supplier shall obligate its upstream suppliers to comply with the aforementioned regulations to the same extent and shall monitor such compliance. The R. STAHL Code of Conduct is available for download on the Internet at <https://r-stahl.com/en/global/corporate/investor-relations/corporate-governance/code-of-conduct/>.

8.2 Supplier is obliged not to maintain any direct or indirect business or other relationships with terrorists, terrorist organizations or other criminal or anti-constitutional organizations. In particular, Supplier shall ensure implementation of the relevant EU regulations as well as of the respective U.S. and/or other corresponding provisions through appropriate organizational measures, in particular through appropriate software systems. Prior to the delivery of the Contract Product, Supplier alone shall be liable for compliance with the aforementioned regulations and provisions and shall indemnify R. STAHL for any and all related claims and costs – including reasonable attorney and consultant fees and fines – resulting from the respective non-compliance of Supplier, its affiliates or employees, officers and/or agents.

## **9. Origin of the Contract Product, Declaration for Export Restrictions, Materials**

9.1 Supplier shall confirm to R. STAHL the preferential origin and, in case there is no such preferential (free trade) agreement in place with the EU, the non-preferential (commercial) origin of the Contract Product (country of origin) as follows:

### **9.1.1 Preferential origin**

Supplier shall provide R. STAHL with the certificates of origin (EUR. 1, EUR-MED, Form A) or movement certificates (A.TR.) permitted under the respective preferential (free trade) agreement. Should the preferential (free trade) agreement permit a self-certification only, or should Supplier be authorized as “Authorized Exporter”, such self-certificate should be included in the financial invoice (declaration of origin on invoice).

In the event of deliveries within the EU, Supplier shall issue to R. STAHL a long-term or individual supplier's declaration in accordance with the applicable provisions (currently: Commission Implementing Regulation (EU) 2015/2447 of November 24, 2015 laying down detailed rules for implementing certain provisions of Regulation (EU) No 952/2013 of the European Parliament and of the Council laying down the Union Customs Code). In particular, Supplier shall ensure that the prescribed text of the supplier's declaration is used.



Upon request of R. STAHL, Supplier shall submit any and all information to determine the origin. Any official denial of the origin due to the non-originating status of the Contract Product shall be to Supplier's detriment.

#### 9.1.2 Non-preferential origin

Should the issuance of a preferential origin not be possible for lack of a preferential (free trade) agreement, Supplier shall provide R. STAHL with a valid certificate of origin or (long term) declaration – Chamber of Commerce on the non-preferential origin in the prescribed form.

Upon request of R. STAHL, Supplier shall submit any and all information to determine the origin. Any official denial of the origin due to the non-originating status of the Contract Product shall be to Supplier's detriment.

9.2 Supplier is obliged to provide R. STAHL with any and all information in order to enable R. STAHL to verify the compliance with the applicable export control and sanctions regulations. In particular, Supplier is obliged to identify for each item in the acceptance of the purchase order or delivery documents

- a) the number under the COUNCIL REGULATION (EC) No 428/2009 of 5 May 2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items as amended from time to time or
- b) the number pursuant to Part I Annex AL to the German Foreign Trade and Payments Ordinance (*Außenwirtschaftsverordnung*) as amended or
- c) the Export Control Classification Number

applicable to the respective position.

Moreover, Supplier is obliged to indicate the country of origin of the Contract Product as well as the statistic tariff code.

9.3 Non-compliance with the above provisions under Sections 9.1. and 9.2

In the event of non-compliance with Sections 9.1. and 9.2. of these Purchase Terms, Supplier shall be liable for any ensuing damage incurred by R. STAHL. Such damage may exist under civil, criminal or administrative fines law (e.g. additional claims for foreign tariffs, additional customs duties, fines and similar). Furthermore, R. STAHL may refuse fulfillment of its obligations under these Purchase Terms to the extent that the fulfillment of any such obligation is prohibited under sanctions law. In this case, Supplier shall have no damage claims or claims for the reimbursement of expenses, and no right of rescission.

9.4 Material declaration according to IEC 62474 (in particular REGULATION (EC) NO 1907/2006 (REACH) and DIRECTIVE 2011/65/EU (RoHS))

Supplier represents that the Contract Products being delivered to R. STAHL do not contain any substances that are prohibited under German or European law or that are subject to restrictions of use. In case of substances that are covered by an exemption, the content of the respective exemption and the related provision shall be included in the declaration (declaration according to IEC 62474). The declaration shall be based



on the substance list contained in the IEC 62474 data base "Declarable substances and substance groups" (<http://std.iec.ch/iec62474>). Substances contained that are subject to restrictions on the use shall be communicated to R. STAHL for every single article if their concentration exceeds the maximum values specified in the IEC 62474 data base. In case of declarable substances that are contained in a part of the whole product only, the weight and concentration information shall refer to such part of the product.

Supplier represents that, with respect to the Contract Products delivered to R. STAHL, the provisions of Regulation (EC) No 1272/2008 on classification, labelling and packaging of substances and mixtures, if applicable, are duly implemented.

R. STAHL considers the proper registration and submission of updated and complete safety data sheets (as well as communication of the information specified in Art. 32 Regulation (EC) No 1907/2006 for substances and mixtures for which a safety data sheet is not required) to be a key element of the business relationship; any violation in this respect shall entitle R. STAHL to rescind the respective order and refuse acceptance free of charge.

Should R. STAHL be held liable for such a violation, Supplier must indemnify R. STAHL upon first demand and reimburse R. STAHL for any damage and expenditures caused by such violation.

## **10. Intellectual Property Rights**

- 10.1 Supplier shall ensure that (i) the Contract Product, (ii) the delivery of the Contract Product by Supplier and (iii) the use of the Contract Product by R. STAHL in accordance with the contract do not violate any industrial property rights of third parties.
- 10.2 Supplier is obliged to indemnify R. STAHL upon first demand against all claims by third parties due to the infringement of such industrial property rights according to Section 10.1 and to reimburse all necessary expenses in connection with these claims.
- 10.3 The obligation according to Section 10.2 shall not apply if Supplier does not bear any responsibility for the breach of obligation according to Section 10.1.
- 10.4 Any other warranty claims of R. STAHL shall remain unaffected.

## **11. Confidentiality of Documents and Information**

- 11.1 R. STAHL shall retain all ownership rights and copyrights to its illustrations, drawings, plans, calculations, materials, samples models, drafts, prototypes, tools, equipment and other devices, items or documents (jointly "Items"). Without R. STAHL's prior written consent, the Items shall not be made available to third parties nor reproduced or used for purposes other than those determined. Unless provided otherwise, the Items may be used exclusively for executing the purchase orders of R. STAHL. After execution of the purchase order the Items must be returned to R. STAHL on request without undue delay. Supplier shall treat the Items with care and shall store them separately.



- 11.2 Also after execution of the purchase order, the parties undertake to treat all non-public commercial and technical know-how and information of the respective other party that become aware of due to the business relationship ("Information") confidential and shall refrain from making the Information available to third parties. This shall apply in particular to any Information that is incorporated in an Item according to Section 11.1 and is related thereto.
- 11.3 The prohibition to pass on Items according to Section 11.1 and Information according to Section 11.2 to third parties does not apply if and to the extent the party receiving the Information and Items solely passes them on to those of its employees who need to know the Information and Items to fulfill the purchase order ("Authorized Persons"). The exception from the obligations stipulated in Sections 11.1 and 11.2 shall only apply, however, if within the scope of the legal possibilities and beyond the termination of their legal relationship with the receiving party, these employees are obliged to comply with Sections 11.1 and 11.2.
- 11.4 The obligation under section 11.2 shall not apply to any Information that
- a) has already been common knowledge at the time of disclosure or becomes common knowledge afterwards without any breach of the obligations set out in Section 11.2;
  - b) the party obliged to maintain confidentiality legally receives or has legally received from a third party if the third party or the person from whom the third party received the Information is not obliged to maintain confidentiality vis-à-vis the respective other party;
  - c) has to be disclosed under statutory law, due to an official or court order, provided that the party obliged to maintain confidentiality promptly informs the other party of such disclosure and uses its best efforts to limit the disclosure to the minimum necessary; or
  - d) upon disclosure of the respective Information to the party that is obliged to maintain confidentiality, is already known to that party independently from the other party and without using the Information received so far. This exception from the confidentiality obligation shall only apply if the obliged party objects to its confidentiality obligation without undue delay after receipt of the Information.
- 11.5 Section 11.4 shall apply *mutatis mutandis* to the obligation according to Section 11.1 if and to the extent the Items represent Information that is not subject to the confidentiality obligation according to Section 11.4.
- 11.6 With respect to safeguarding the confidentiality of the Information, either party undertakes to employ the same degree of diligence and care it would employ in its own matters; in any event, it must at least employ the diligence and care as is usual in the ordinary course of business.
- 11.7 On request of R. STAHL, Supplier must insure all Items mentioned in Section 11.1 against fire and theft at its own expense for as long they are in its possession.
- 11.8 Supplier undertakes to oblige any sub-suppliers used by it to comply with the provisions set forth in Sections 11.1 through 11.7.
- 12. Assignment**





Transferring the order to third parties including the assignment of any Supplier's receivables or claims against R. STAHL shall require the prior written consent of R. STAHL. Section 354a German Commercial Code (*Handelsgesetzbuch*; "HGB") shall remain unaffected hereby.

### **13. Data Protection**

13.1 Information on the processing of personal data by R. STAHL is available here <https://r-stahl.com/en/global/footermenu/data-protection/>.

13.2 During and after the performance of the contract, Supplier is obliged to maintain strictly confidential any and all data (also digital data), other information and documentation handed over (images, drawings and the like) he becomes aware of in the course of performance of the contract. This obligation shall cease if and to the extent that this data, information or documentation has become public knowledge.

### **14. Legal Venue, Applicable Law, Severability Clause**

14.1 Exclusive venue for any and all disputes arising from or in connection with the contractual relationship between Supplier and (i) R. STAHL AG, Waldenburg; R. STAHL Schaltgeräte GmbH, Waldenburg or R. STAHL Services GmbH, Waldenburg shall be Stuttgart, Germany and (ii) R. STAHL HMI Systems GmbH, Cologne shall be Cologne, Germany. R. STAHL shall be entitled, however, to sue Supplier at any other court having statutory jurisdiction.

14.2 These Purchase Terms and the entire legal relationship between R. STAHL and Supplier shall be exclusively governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

14.3 Amendments of and supplements to the contract and/or these Purchase Terms and any side agreements must be made in writing in order to be effective. The same shall apply to the amendment of this written form requirement.

14.4 Should any provision of these Purchase Terms or any provision of any other contract be or become invalid, this shall not affect the validity of the remaining provisions and the contract.