

General Terms and Conditions



A) General Terms and Conditions of Delivery and Performance

1. Scope of application

1.1. For all contracts concluded between Wanzl GmbH & Co. KGaA, and the contractual partner – hereinafter referred to as “Customer” – for the delivery of goods and the provision of services – hereinafter jointly referred to as “Deliveries” – our Terms of Delivery apply exclusively. They are an integral part of all our offers and order confirmations. With the conclusion of the first contract including our Terms of Delivery, these shall also apply to all further contracts concluded between us and the Customer without requiring inclusion again.

1.2. If we use “special terms and conditions” for certain areas of application, these shall apply in addition to these General Terms and Conditions.

1.3. The Customer's General Terms and Conditions shall only apply with our express consent given in written or text form.

1.4. If and insofar as we have entered into a deviating individual contractual agreement with the Customer, a provision of our Terms of Delivery shall not apply.

2. Conclusion of contract – correspondence

2.1. Our offers are subject to change and non-binding until contract conclusion, unless we have expressly designated them as binding or they are otherwise clearly marked as such.

2.2. If the contract is not concluded by signing a contract document, the contract will not be concluded until our order confirmation has been sent after receipt of the Customer's order.

2.3. All agreements and commitments on our part, in particular verbal, supplementary and amending agreements and commitments, are only binding if they are contained in the contract document or have been confirmed by us in writing or in text form.

2.4. We are not obliged to check the power of representation of the persons acting on the Customer's behalf. These persons are therefore deemed to have representation authorisation unless the lack of power of representation is obvious.

2.5. If the contract is concluded on an electronic platform, the regulations provided on the platform apply to it.

2.6. Our offers and order confirmations as well as the resulting contracts are based on the information available at the time of submitting the offer, confirmation and conclusion of the contract. If, after conclusion of the contract, it transpires that our information was incomplete or incorrect despite the required care in commercial dealings being exercised and if the contractual basis changes significantly as a result, we are entitled to demand that the Customer amend the contract in consideration of the new information. A material change is deemed to have taken place if, in the opinion of an objective third party, we would not have sensibly concluded the contract under the agreed conditions. If no agreement is reached on the amendment, an arbitrator appointed by the Chamber of Industry and Commerce for Munich and Upper Bavaria shall settle the disputed points at the request of one of the parties.

2.7. Clause 2.6. above shall also apply mutatis mutandis if we begin to carry out the delivery at the Customer's request, although we have not yet been able to draw up a final offer due to a lack of information and the Customer is aware of this. The same applies in the event of subsequent changes to the delivery requested by the Customer, in particular to the scope of delivery or the deliverable, insofar as we have pointed out the necessity of a contract amendment before the delivery is carried out and the contractual partner has not objected to its implementation, although an agreement on the amendment has not yet been reached.

3. Involvement of the Customer on contract conclusion

3.1. The Customer shall provide us with all the information and data necessary to enable us to prepare our offers and order confirmations in a complete, correct and final manner. The Customer is responsible for the correctness and completeness of their information and data. This applies in particular to data of a technical nature, such as weights and dimensions, as well as to all illustrations and drawings.

3.2. Insofar as it is agreed that we must obtain certain information and data ourselves, the Customer shall give us the necessary opportunity to do so.

3.3. If the information and data received is incorrect or incomplete, we are entitled to amend the contract in accordance with Clause 2.6. of our Terms. The same applies if

we have not been given sufficient opportunity to obtain information and data despite a corresponding request.

3.4. We are only obliged to check the plausibility of the information and data received with regard to correctness and completeness. We are not entitled to amend the contract if we should have recognised the incorrectness or incompleteness of the information and data when carrying out the plausibility check. There is no further audit obligation.

3.5. The Customer must check our order confirmations for correctness without delay, at the latest within 5 working days (excluding Saturdays), and object in writing or in text form if and to the extent that the order confirmation does not correctly reflect the agreements made. Otherwise, the contract and the content of the order confirmation shall be deemed to have been concluded, unless we have fraudulently deviated from the agreements made in the order confirmation.

4. Agreement on remuneration

4.1. The agreed remuneration only covers the service and scope of delivery listed in the contract document or the order confirmation. Additional and special services/deliveries must be remunerated separately by the Customer. Insofar as no agreement is reached on the separate remuneration, the Customer shall owe our list price valid at the time of delivery/performance and, in the absence of such, the remuneration customary in the industry, or alternatively the remuneration for similar services in a similar industry.

4.2. Ancillary costs, such as for packaging, transport, insurance, customs clearance or assembly, are only included in the agreed remuneration if explicitly listed in the contract document or the order confirmation. Otherwise, they shall be remunerated separately.

4.3. Remuneration excludes all taxes and public charges levied on the delivery owed payable by us. Additional taxes and duties under public law to be borne by the Customer shall not affect the remuneration agreement.

4.4. Our offer prices are quoted in euros. If a different currency is agreed for the remuneration, the remuneration must be adjusted in the same ratio as the exchange rate published by the European Central Bank at the time of payment (date of receipt of money by us) changes to our disadvantage compared to the date of contract conclusion. An insignificant change in the exchange rate shall not be taken into account.

4.5. We shall be entitled to adjust the remuneration if we can prove that the energy, logistics and/or third-party costs have increased at the time the aforementioned costs are incurred compared to the time the contract was concluded and that the remuneration for the overall product would change significantly as a result. The

adjustment shall be equivalent to the amount of the change. This applies in particular if there is a longer period between contract conclusion and the time the costs are incurred. The right to adjustment is excluded if and to the extent that we are at fault for the cost increase, e.g. due to the improper planning of our services in breach of our duty of care.

4.6. If the planned delivery date is delayed for reasons for which we are responsible and the prerequisites for a remuneration adjustment occur as a result, then we shall not be entitled to such an adjustment.

5. Place, type and scope of delivery, transfer of risk

5.1. All deliveries are made ex works (EXW according to Incoterms® 2020). The risk of loss for which we are not responsible or of damage (deterioration) to the goods through no fault of our own shall pass to the Customer as soon as the goods have been handed over to the carrier. This also applies if we transport the goods ourselves or arrange for the goods to be shipped.

5.2. The choice of the type of shipment as well as the packaging and choice of carrier is solely at our due discretion. We only insure goods against any transport risks at the express request and expense of the Customer.

5.3. We are entitled to make partial deliveries unless the Customer proves that the partial delivery cannot be used for the contractually agreed purpose or is unreasonable for other reasons.

6. Delivery date

6.1. Specified deadlines and dates for deliveries are always only regarded as probable dates. They are only binding if they are expressly designated as such or otherwise clearly marked as binding.

6.2. If shipment of the goods has been agreed, the deadlines and dates specified for a delivery refer to the time of handover to the carrier.

6.3. A fixed delivery date only applies if it is expressly designated as such and the delivery is pointless for the Customer on another date, in particular at a later date.

6.4. Our production is based on the just-in-time principle and we are therefore not obliged to produce goods for keeping in stock for the purpose of meeting agreed deadlines and dates.

6.5. We shall not be liable for delays in delivery – or for impossibility of performance – if these are due to force majeure or other reasons that we have not caused. Such reasons include, for example, unforeseeable difficulties in the procurement of raw materials or energy, a lack of or improper supply by – not considered unreliable – suppliers, measures by the government and its authorities for which we are not responsible, unforeseeable difficulties in the transport sector and/or the availability of storage or transport capacities, a shortage of staff due to illness or strike, or other operational disruptions of any kind for which we are not responsible.

6.6. In the event of delivery delays within the meaning of Clause 6.5., the agreed deadlines and periods shall be extended by the time of the impediment plus an appropriate execution period after the reason for the hindrance no longer exists. In the event of these delivery delays, the Customer is entitled to withdraw from the contract if they can prove that delivery at a later date is no longer of interest to them or is unreasonable for other reasons. We may withdraw from the contract if we can no longer be expected to continue to adhere to it, at least not under the existing contractual conditions. There are no further claims by either party.

6.7. If we are in default of delivery, the Customer can only assert relevant rights if they have set a reasonable grace period, unless they can prove that setting a grace period is unreasonable for them. In all other respects, the Customer may only assert their rights relating to the undelivered part of the delivery.

7. Performance of the delivery

7.1. We shall perform deliveries in accordance with the contractual agreements made and the relevant legal norms.

7.2.1. The Customer shall provide us with the best possible support and cooperation in the execution of the deliveries in accordance with the agreements made and the requirements resulting from the type of goods to be delivered. In particular, the Customer shall provide us with all the information and documents required for proper delivery. For this purpose, the Customer must provide us with a sufficiently informed contact person and ensure that they can be reached.

7.2.2. Insofar as we have to assemble the goods, unimpeded access to the assembly site must be granted to us on the planned date, as well as electricity, water, lighting, equipment for sustainable waste disposal, the necessary social and sanitary facilities

and an Internet connection. The assembly site must be free of foreign objects, swept clean and, if necessary, be heatable. Sufficiently paved access for trucks and access to the assembly site must be at ground level. If necessary, the assembly site must be closed and lockable to protect against theft and vandalism.

7.2.3. Construction and other preliminary work to be provided by the Customer, such as the construction of foundations, lines, connections and the like, must be completed. Any necessary permits, in particular those required under construction, safety or immission control law, must be obtained by the Customer at their own expense. Furthermore, the Customer is responsible for obtaining the necessary permits for Sunday and holiday work as well as the necessary permits for the special use of roads.

7.3. If the Customer does not or not sufficiently fulfil their obligation to cooperate, they shall reimburse us for all additional expenses incurred as a result. Expenses incurred are reimbursed upon presentation of proof, unless they are disproportionate. The time spent must be remunerated in accordance with the prices generally applicable to us and, in the absence of such, in accordance with the prices customary in the industry.

7.4. We reserve further rights.

8. Acceptance and inspection of goods

8.1. The Customer undertakes to inspect the delivered goods for visible transport damage immediately upon acceptance. If the packaging shows signs of damage, the Customer undertakes to open the packaging and inspect the contents for visible damage. Any damage found must be noted on the shipping documents. The Customer undertakes to notify us and the carrier immediately of any damage found and to take all measures so that any damage can be claimed from the carrier. Damaged goods must be documented and stored until claims settlement is complete. Insofar as the Customer does not comply with the aforementioned obligations to cooperate, they must bear all the resulting disadvantages in the settlement of claims itself.

8.2. The Customer undertakes to accept the delivered goods and to inspect them immediately upon receipt and, if there is a defect, to notify us thereof immediately in writing or in text form. If, despite examination, a defect is not recognisable until later, the notification period is 2 working days (excluding Saturdays) after the defect has been determined. In order to ensure that the notification is timely our receipt of it is necessary. The notification must describe the defect as precisely as possible to allow us to get an idea of what the defect is. At our request, the Customer shall provide us with photographs of the defect.

8.3. The periods specified in Clause 8.2. shall be extended if and to the extent that the Customer proves that a longer obligation to examine and give notice of defects was required in the circumstances of the individual case and in the ordinary course of business.

8.4. If the Customer fails to give timely notice of the defect, it shall be deemed to have been approved and the Customer's claims arising from the defect shall be excluded. This does not apply if we have fraudulently concealed the defect.

8.5. If an explicit goods acceptance by the Customer has been agreed, the Customer shall accept the goods, provided that there are no defects preventing acceptance. The goods shall be deemed to have been accepted if the Customer begins to use the goods after delivery and, if applicable, assembly of the goods, or fails to declare acceptance within 10 working days (excluding Saturdays) of our request, without having reported defects.

8.6. If the goods delivery is delayed for reasons for which the Customer is at fault or which lie within their area of risk, we are entitled to store the goods or have them stored at the Customer's expense.

9. Liability for material defects and returns

9.1. We are obliged to deliver the goods free of material defects, i.e. at the agreed quality and, if such is not agreed, at the customary quality of goods of the same type expected by the Customer and with the contractually required suitability or suitability for normal use.

9.2. The quality of the goods and their contractually presumed suitability can be found in the contract document or the order confirmation. However, the information contained therein is only binding if it is expressly designated as binding or if its binding nature clearly arises from the purpose of the contract. Otherwise, our specifications, such as technical data (dimensions, weights and the like), the description of the goods and their illustration or drawing, are only approximate.

9.3. Deviations customary in the industry, the utilisation of recognised tolerances and all changes made to the goods after contract conclusion (e.g. changes of a technical nature or the use of other components), insofar as this does not result in any reduction in quality and does not impair the contractually stipulated suitability, do not constitute a defect. Minor defects that only insignificantly impair the interests of the Customer do not constitute claims for defects. Furthermore, we do not assume any warranty for consumables, such as lamps, unless we have manufactured them ourselves.

9.4. A material defect must already be present at the time of goods collection or dispatch, as in the case of design or material defects. Deterioration of the goods, the cause of which arose afterwards, such as damage during transport, normal wear and tear, improper use, modification of the goods by third parties or other interventions, are not material defects. Shortages and incorrect deliveries are considered to be material defects.

9.5. In the event of a material defect occurring within the warranty period and notified in good time in accordance with Clause 8 of our Terms, we shall rectify the defect in the delivered goods or deliver defect-free goods instead of the defective goods. We have the exclusive right to choose between rectification of defects and replacement delivery, provided that the choice made is not unreasonable for the Customer in the individual case.

9.6. In the event of a notification of defects, we can demand that the Customer send the rejected goods to us carriage paid for the purpose of inspection. Instead of sending them, we can request that the Customer take photos or video recordings of the defective goods and send them to us. In the event of a justified notification of defects, we shall reimburse the Customer for the costs of the most cost-effective shipping method. Moreover, in the event of a justified notification of defects, we shall bear the costs of rectifying the defect or supplying a replacement, with the exception of the costs incurred due to the goods not being located at the destination specified in the contract. If the notification of defects is unjustified, the Customer shall reimburse us for all expenses arising from the inspection and examination of the goods.

9.7. The Customer may withdraw from the contract if the rectification of defects or replacement delivery fails more than once, is impossible or unreasonable, or is unjustifiably refused by us or is unreasonably delayed despite a sufficient deadline having been set. The right of withdrawal is limited to the defective part of the delivery, unless the Customer demonstrably has no interest in the defect-free part of the delivery. Instead of the partial withdrawal from the contract, the Customer may reduce the purchase price attributable to the defective part of the delivery appropriately.

9.8. If the defect is our fault, the Customer may claim damages in accordance with Clause 10.

9.9. The Customer shall not be entitled to any further claims for defects other than those described above.

9.10. The warranty period (limitation period for claims for defects) shall be 12 months. In the case of goods deliveries with goods handover, this period shall begin with the handover of goods and in the case of other services with the end of performance; if acceptance is provided for, this period begins with acceptance.

9.11. If we agree in advance, the Customer is entitled to return goods, even if we would not be obliged to take back the goods (returns), e.g. due to lack of material defects.

However, the Customer must bear the handling and shipping costs for these returns, which must be securely packed. Risk shall only transfer once the returns have been received by us. We only issue credit notes for returns according to the condition of the goods.

10. Claims for damages and other liability

10.1. The Customer is entitled to compensation claims, regardless of the legal basis, in accordance with the following provisions.

10.2. We, including our executive bodies, employees and vicarious agents, shall only be liable in the event of a breach of essential contractual obligations in the event of simple negligence. Essential contractual obligations are only deemed to be obligations material to the contract, namely the obligation to deliver in a proper manner, in particular in a timely manner and free of defects, including any assembly, as well as other obligations, in particular consulting and instruction obligations, which are intended to enable the Customer to use the goods in accordance with the contract. However, liability is limited to damages that we foresaw at the time of concluding the contract as a possible consequence of a breach of contract or could have foreseen if the necessary care had been taken. Indirect damages and consequential damages can also only be compensated for if these damages can typically be expected if the delivery item is used as intended.

10.3. All limitations of liability, including the shortening of statutory limitation and warranty periods, shall not apply if we are compulsorily liable due to law, such as in the case of wilful intent or gross negligence, in the case of the assumption of a guarantee, in the case of assured characteristics, due to injury to life, limb and health as well as in the case of personal injury and material damage within the scope of product liability.

10.4. If we provide information or provide advice free of charge and this activity is not part of the contractually agreed scope of services, we shall only be liable in the event of wilful intent and gross negligence.

11. Payment and retention of title

11.1. Our invoices are payable without deduction within 14 calendar days of receipt. The date the payment is received by us shall be decisive for the payment date. Payment by cheque is excluded.

11.2. If the Customer is in default of payment, they must pay interest on the outstanding amount from the time of default at the statutory interest rate; the assertion of higher interest and damages in the event of default remains unaffected.

11.3. Offsetting against counterclaims of the Customer and withholding payments due to such claims is only permitted if these counterclaims are not disputed by us or have been legally established.

11.4. The delivered goods remain our property until all invoices from the business relationship with the Customer have been paid in full. If the value of the goods subject to retention of title exceeds the outstanding invoice amounts by more than 30%, we shall be obliged to release the goods in the amount of the overcollateralisation at the Customer's request.

12. Ownership and property rights

12.1. All documents and other items, such as plans, drawings, illustrations, brochures, catalogues, models, remain our property and must be returned upon first request, insofar as these documents and items are not intended to remain the permanent property of the Customer according to the purpose of the contract or the nature of the item.

12.2. We expressly reserve the intellectual property rights in all intangible legal assets. The Customer is only entitled to use these goods for the purpose of the contract. They may not be used for any other purpose or made accessible to third parties without our express consent.

12.3. In connection with the delivery, we do not transfer any industrial property rights, unless this has been expressly agreed with us in writing or text form.

12.4. We shall deliver the goods free of industrial property rights or copyrights of third parties. Each contracting party shall notify the other party immediately in writing or in text form if claims are asserted against them for a violation of such rights. We reserve the exclusive right to defend asserted claims within the internal relationship. The contracting party shall therefore defend itself against any claims made against them in consultation with us. However, we are not liable for infringements of industrial property rights caused by the Customer. Insofar as the infringement of industrial property rights was jointly caused, the parties shall be liable in the internal relationship in accordance with their share of the cause.

12.5. If the Customer provides us with means for the purpose of preparing a quotation or performing a service, such as samples, plans, product parts and the like, they must

ensure that no third-party property rights are infringed. If a third party asserts claims against us due to possible infringements of industrial property rights, the Customer must indemnify us in full from these claims upon first request.

13. Confidentiality, data protection and compliance

13.1. The Customer undertakes to keep confidential all confidential information received in connection with the business relationship with us, to protect it from unauthorised access by third parties and to use it exclusively for contractual purposes.

13.2. We are entitled to process all data about the Customer that is necessary for the purpose of executing the contract in compliance with the applicable data protection regulations. The data protection notices for our Customers and business partners can be viewed at https://www.wanzl.com/en_DE/Data-protection.

13.3. Compliance is a top priority for us. For this reason we have compiled a Code of Conduct that details the standards and values that apply to all our employees worldwide. The Customer can download this Code of Conduct at <https://www.wanzl.com/wanzl-inside/compliance>. The Customer agrees to comply with this Code of Conduct and to refrain from any conduct that may result in a violation of our Code of Conduct.

14. Final provisions

14.1. We reserve the right to adapt our Terms of Delivery to current requirements at any time. The amended Terms shall also apply to existing contracts, provided that we have informed the Customer that we have adapted our Terms and that the Customer does not object to them in writing or text form; despite the absence of an objection, this shall not apply if the provisions are unusual and unreasonable and which the customer did not reasonably have to expect in the opinion of an objective third party.

14.2. Any claims against us may only be assigned with our prior consent, in writing or text form.

14.3. Sections 126 and 126a BGB [German Civil Code] shall apply to the written form and Section 126b BGB to the text form.

14.4. If the Customer is a merchant, the exclusive place of jurisdiction shall be Leipzig. However, we are also entitled to take legal action against the Customer at the place of their registered office.

14.5. All contracts between us and the Customer shall be governed exclusively by German law, with the exception of regulations that provide for the application of foreign law. The UN Convention on Contracts for the International Sale of Goods does not apply.

14.6. Should any provision of our Terms of Delivery be or become invalid, the remaining provisions shall remain unaffected thereby. The invalid provision shall be replaced by a valid provision which comes as close as possible to the purpose of the invalid provision. An inadmissible measure shall be replaced by an admissible measure which comes as close as possible to the inadmissible measure.

B) General Terms and Conditions of Purchase

Download:

[General Terms and Conditions of Purchase](#) of Wanzl GmbH & Co. KGaA

Section 1

Scope of application

(1) For all contracts concluded between us, Wanzl GmbH & Co. KGaA and the contractual partner – hereinafter referred to as "CP" – concerning the delivery of goods and the provision of services, our Terms and Conditions of Purchase shall apply exclusively. They form an integral part of each of our offers and declarations of acceptance in their current version. With the conclusion of the first contract including our Terms and Conditions of Purchase, these shall also apply to all further contracts concluded between us and the CP without requiring inclusion again.

(2) In addition to our Terms and Conditions of Purchase, our Special Terms and Conditions apply to special services, such as construction services, the delivery and creation of technical assets as well as services in the IT sector.

(3) The CP's General Terms and Conditions shall only apply with our express consent in written or text form.

(4) If and insofar as we have entered into a deviating individual contractual agreement with the CP, a provision of our Terms and Conditions of Purchase shall not apply.

Section 2

Conclusion of contracts – correspondence

(1) We place an order with the CP, either through an offer to the CP to conclude a contract or through a declaration of acceptance, by means of which we accept an existing offer from the CP.

(2) The CP shall provide their offers to us free of charge. The CP is bound to its offers for at least six months from receipt of the offer by us. If the CP determines an acceptance period, such period must be at least one month, unless there are special circumstances (e.g. daily sharp fluctuations in the prices of raw materials) justifying a shorter period.

(3) Our offers are subject to change until their acceptance and may be withdrawn at any time. They can only be validly accepted within the acceptance period specified by us or, in the absence of a deadline, within five working days (Monday to Friday) from receipt of the offer by the CP. Declarations of acceptance received late shall lapse if we object to them within five working days of their receipt with reference to the delay in written or text form.

(4) If we accept an offer of the CP with our order, the CP shall immediately, but no later than three working days, confirm the order, its contents and its receipt in writing or text form. If the content of the confirmation deviates from our order to our disadvantage, the confirmation shall be considered a new offer from the CP.

(5) The CP shall, with the due care required in commercial dealings, check our orders for plausibility and inform us of any conspicuous features, in particular unusual deviations from previous orders. If the CP fails to do so, an order containing errors shall be deemed invalid if and to the extent the CP could and should have identified and communicated the error had it complied with its obligations. Our right to contest the contract in case of error remains unaffected.

(6) Contracts concluded orally shall only be effective if we have confirmed them in writing or in text form or agreed to a corresponding confirmation from the CP in writing or in text form.

(7) Correspondence exchanged by the CP in connection with a specific order or a specific job shall quote our order/job number in order to avoid delays. If the CP fails to comply with these conditions, we shall not be responsible for any resulting delays in invoice processing and payment. If any order data is missing and payment is delayed as a result, the agreed payment deadlines shall be extended by the period of the delay.

Section 3 Remuneration

(1) The remuneration agreed with the CP is a fixed price which includes all measures and ancillary costs necessary for the proper and complete execution of the agreed deliveries and services, such as freight, packaging, insurance, installation and the use of tools and other aids and the like.

(2) If expense-based remuneration has been agreed, we shall only owe it for the proven, actually incurred and objectively required time and material expenditure.

(3) The DAP (Delivered at Place) DELIVERED TO NAMED PLACE OF DESTINATION clause of the Incoterms® 2020 shall apply to the delivery of goods and, insofar as customs clearance is required, DDP (Delivered Duty Paid) DELIVERED DUTY PAID TO NAMED PLACE OF DESTINATION in accordance with Incoterms® 2020.

(4) If we are responsible for the costs of packaging, without having agreed the amount of the remuneration, the CP shall invoice the packaging at cost price.

(5) If the CP is responsible for the transport of the goods and the costs for this are to be borne by us without having agreed the amount of the remuneration for this, the CP shall choose the most economical means of transport possible, taking into account the necessary suitability and reliability of the carrier.

(6) The provisions of paragraphs (4) and (5) above shall apply mutatis mutandis to similar other ancillary costs.

Section 4 Invoicing – payment terms

(1) In addition to the delivery date, the CP's invoices shall state the order/job numbers and part numbers specified in our order or order confirmation as well as the goods description as notified by us. In all other respects, the invoices must comply with the statutory requirements and be verifiable. If invoices do not comply with the above requirements, we shall not assume responsibility for any delays in payment due to longer processing times, e.g. if invoices are returned for the purpose of correction. Agreed payment deadlines shall be extended by the period of the delay.

(2) Each invoice must indicate the legally owed value added tax separately.

(3) If the CP fails to present a valid exemption certificate in good time before payment, we will retain any withholding tax and pay it to the responsible tax authority in accordance with our legal obligations. The CP shall reimburse any withholding tax that was inadvertently not withheld for the purpose of payment by us.

(4) We shall pay invoices, subject to any legal defences or objections, within 14 days with a 3% discount or within 60 days net from receipt of a duly issued invoice.

(5) We are entitled to set-off and retention rights without restriction to the extent permitted by law.

(6) Payments made do not constitute acknowledgement and may be reclaimed. This does not apply if we already have knowledge of the claim for repayment at the time of payment and the Contractual Partner is likely to assume on the basis of the circumstances of the individual case that we waive the claim for repayment with the payment. Even an unconditional payment shall not be deemed to be a waiver of any claims on our part against the CP which have not yet been fulfilled or not yet been properly fulfilled at the time of payment, or any rights we may have at the time of payment such as to set-off, retention, notification of defects or to the raising of defences or objections.

Section 5

General obligations for deliveries and services

(1) The CP must provide its deliveries and services in accordance with the contract.

(2) In performing the deliveries and services, the CP shall observe all the relevant laws, regulations, official directives and rules of the employers' liability insurance association. Furthermore, it must comply with all the relevant technical regulations and standards, such as DIN, IEC or ISO, as well as additional higher technical requirements that correspond to the current state of the art. This also applies in particular to labour and occupational health and safety regulations, such as the German Posted Workers Act (Arbeitnehmer-Entsendegesetz) and the German Minimum Wage Act (Mindestlohngesetz), embargo and trade control regulations, tax and customs regulations and all regulations for the protection of human health and the environment, such as the REACH Regulation, as well as data protection, and to due diligence laws, such as the German Supply Chain Act (Lieferkettengesetz). In particular, the CP shall obtain the necessary permits, authorisations, licenses or registrations (including those within the scope of Regulation (EC) No. 1907/2006 (REACH)) and submit the necessary information, notifications and communications. If necessary, the CP shall appoint a suitable representative at its own expense, e.g. in the scope of application of REACH, a sole representative in accordance with Article 8 REACH. The CP shall comply with all

legal obligations to inform us, in particular concerning hazardous substances and hazardous materials contained in deliveries, existing return or recycling obligations and in the scope of application of Art. 8(3) REACH. In all other respects, the CP shall, at our request, inform us of all the measures taken to comply with the legal requirements by submitting appropriate documents (e.g. declarations of conformity, test reports).

(3) Deliveries must be properly packaged to protect against transport damage. We shall be entitled – even after conclusion of the contract – to provide the CP with appropriate and reasonable specifications for its deliveries in order to ensure proper execution of the deliveries, e.g. when selecting the mode of transport and delivery, when using certain packaging or when securing loads.

(4) In the case of dangerous goods transports, the CP must ensure that all relevant regulations are observed and the resulting obligations are fulfilled, in particular in connection with the suitability of the means of transport, packaging, labelling, information and documentation.

(5) With its delivery or service, the CP shall grant us all usage rights, including existing industrial property rights, that are necessary for us to be able to use the item of delivery/service without restriction for the contractually stipulated and customary purposes.

(6) The CP is not entitled to have the deliveries/services owed by it carried out by a subcontractor without our prior consent in text or written form. The subcontractor shall be selected with due care. A subcontractor shall not be deemed to be a supplier who performs deliveries/services which the CP does not usually perform itself.

(7) If the CP is obliged to hand over documents together with the delivery/service on the basis of legal regulations, official orders, technical regulations or commercial practice, these shall form part of the CP's essential performance obligations. The documents must be provided in German or English.

(8) The CP undertakes to ensure the delivery of spare parts and substitute materials not available on the general procurement market for a period of at least 10 years from delivery.

(9) The CP's delivery and performance obligations shall be suspended for the duration of a force majeure event if and to the extent that the CP proves that an event beyond the CP's control and unforeseeable at its human discretion has occurred and that the provision of the delivery/service is therefore impossible for the CP despite observance of the extreme care that can reasonably be expected given the circumstances. A force majeure event may in particular include war, riots, natural disasters, pandemics, epidemics, quarantine, strikes and lockouts, fire and flooding as well as similar extraordinary events and resulting consequences, such as official measures, which make the performance of deliveries/services in the aforementioned sense impossible.

We are entitled to terminate or withdraw without compensation if we are no longer interested in subsequent performance of the delivery/service on reasonable grounds.

Section 6

Performance/delivery date – delivery quantity

(1) The performance/delivery deadlines and dates agreed with the CP shall be binding.

(2) The timeliness of deliveries depends on the receipt of goods at the destination ("arrival") and, for deliveries that include installation or assembly as well as services, on their performance in full.

(3) If delivery/performance delays are imminent, the CP must notify us of these and their probable duration immediately after becoming aware of such. If the CP fails to provide such notification, the CP shall be liable – without prejudice to its delivery and performance obligations – for all damages, including extraordinary damages, which could have been avoided had the information been duly provided.

(4) In the event of default, we shall be entitled to all statutory rights and claims without restriction. In addition, we shall be entitled to demand a contractual penalty in the amount of 1% of the net remuneration for the delivery/performance concerned for each calendar day of default, up to a maximum of 10%; this penalty shall be set off against any additional damage. The CP is entitled to apply for a reduction of a disproportionately high penalty at the competent court.

(5) In the event of default and under special circumstances, we are entitled to carry out the delivery/service ourselves or have it carried out by a third party at the CP's expense after giving prior notice. Special circumstances shall in particular be deemed to include refusal of performance, fruitless expiry of an appropriate deadline and urgency, i.e. when rapid action is required to avoid material financial damage, such as a production stoppage and the causation of a duty to pay damages for default or a contractual penalty, but also to prevent other serious disadvantages in particular a long-term disruption of our customer relations. The right to substitute performance/self-performance shall lapse if the CP credibly provides their assurance immediately upon receipt of the notification that they can and will provide the performance/delivery in good time before the occurrence of a (further) disadvantage. If the service/delivery does not take place as promised, we are entitled to find a replacement or carry out the service or delivery ourselves.

(6) Partial deliveries/performances are not permitted without a relevant agreement and can be rejected by us. The same applies to deliveries/services which take place before

the agreed date; alternatively, we are entitled to store deliveries at the CP's expense until the agreed date.

Section 7

Delivery and performance – acceptance – transfer of risk

(1) The CP shall make the goods available ready for unloading at the ramp of the place of destination. If the CP is responsible for delivering to an incorrect location, it must reimburse us for all the resulting costs, in particular for the delivery to the place of destination.

(2) The risk of accidental deterioration or destruction shall pass to us upon acceptance of the goods.

(3) If we are prevented from meeting our obligations to cooperate, in particular our obligations to take delivery, due to circumstances for which we are not responsible, in particular in the case of force majeure, the CP shall remain obliged to deliver or perform until the hindering circumstances have ceased to exist. This shall not apply if the CP can no longer be expected to wait in consideration of all the circumstances and the CP informs us of this in writing or in text form stating the reasons.

(4) The CP is obliged to state the content and the quantity or weight of the delivery on all delivery notes together with our order/job number and our goods descriptions and part numbers as indicated in the order or order confirmation. The same applies to the packing slips/accompanying documents with which all goods containers or packaging units are to be provided. All information must be provided in German or English. The CP shall be liable for all disadvantages incurred by us as a result of incorrect information. The signing of a packing slip or delivery note does not represent an acknowledgement or acceptance and does not constitute a waiver of liability for defects. Any rights and claims, including the payment of a contractual penalty, shall remain effective without reservation.

(5) Ownership of the goods shall pass to us without restriction at the latest upon goods receipt. If, in exceptional cases, a reservation of title persists despite goods acceptance, this shall lapse in full no later than upon payment of the purchase price.

Section 8

Warranty

(1) The CP is obliged to carry out an effective outgoing goods inspection in order to ensure that the goods are delivered to us free of material defects. If, in the case of a delivery of goods, a material defect becomes apparent within twelve months of receipt of the goods, it shall be assumed that the item was already defective upon delivery, unless this assumption is incompatible with the nature of the item or defect.

(2) We shall only be obliged to inspect the goods if we have to inspect them immediately upon receipt for transport damage, wrong delivery, quantity/weight errors and other identifiable defects. Otherwise, we shall only inspect the goods for externally visible defects before they are used in the normal course of production.

(3) The statutory definitions shall apply without restriction to the existence of a defect, in particular those of Sections 434 and 633 BGB [German Civil Code].

(4) If and to the extent that a defect becomes apparent, we shall notify the CP thereof within seven working days (Monday to Friday). Complaints may be made in any form.

(5) If any defects are found, we shall be entitled to all legal claims and rights in accordance with the following provisions without restriction.

(5.1) In the case of material defects and defects of title, we can, if the legal requirements are met,

(a) demand supplementary performance by – at our discretion – remedy of defects (subsequent improvement) or delivery/manufacture of a defect-free item (replacement delivery), or

(b) demand a reduction in the purchase price/wage, or

(c) withdraw from the purchase/contract for work, and

(d) demand compensation in addition to supplementary performance, reduction or withdrawal, or

(e) claim compensation or reimbursement of fruitless expenditure instead of performance.

(5.2) If, in the case of a delivery of a larger quantity of one type, a significant part of the delivery has the same or similar defect, the entire delivery shall be deemed to be defective unless it can be excluded on the basis of the nature of the defect or other circumstances that further parts of the delivery are affected by the defect.

(5.3) Supplementary performance includes all measures and ancillary performances that are necessary for their implementation, in particular transport from/to the location of the goods, assembly/dismantling, removal/installation, unless the CP need not expect

these measures given the circumstances of the individual case nor could this be asked of them.

(5.4) The CP shall bear all the costs for the measures to be carried out.

(5.5) If the CP is obliged to take back the defective goods for reasons other than supplementary performance, it must bear all the expenses required for this, including any dismantling costs.

(5.6.) In the event of special circumstances, we shall be entitled, after notification, to carry out the supplementary performance ourselves or have it carried out at the CP's expense. Clause 6(5) sentences 2 to 4 shall apply mutatis mutandis. Further claims remain unaffected.

(6) We have unrestricted legal rights of recourse against the CP within a delivery chain, including in the event of further processing.

(7) The claims for defects shall prescribe at the earliest 24 months after delivery, performance or (if to be carried out) acceptance. Longer statutory limitation periods shall remain unaffected. The period of limitation shall recommence with the execution of the supplementary performance.

(8) The CP guarantees that minerals (especially tantalum, tungsten, tin, gold) that are used for or are contained in the goods are not conflict minerals, i.e. that they only originate from smelting works or refineries that meet the corresponding evaluation protocols of the "Conflict-Free Smelter Initiative".

Section 9

Quality assurance – series delivery

(1) The CP shall maintain a suitable quality management system to ensure that its deliveries and performances comply with the recognised rules of engineering, comply with the relevant legal and technical regulations and are free from other material defects.

(2) For the purpose of verification, the CP shall document all the essential quality assurance measures as well as the results of the quality tests in a suitable and verifiable form and submit this documentation to us at any time upon request. Documentation shall be subject to a ten-year retention period.

(3) We are entitled to check the effectiveness of the CP's quality management system on site after notification during the CP's normal business hours as part of an audit at

appropriate regular intervals, and if necessary immediately and repeatedly at short intervals.

(4) Series delivery shall only ever take place after initial sampling and approval of the initial sample by us. The basis for this is submission level 2 in accordance with VDA Volume 2 or a similar procedure, which the approval procedure is to be based on as a guideline. After approval has been given, substantial

modifications to materials, parts, manufacturing processes, subcontractors, production sites, etc. may only be carried out by us after consultation with us and prior approval in writing or text form. Series production carried out prior to approval is exclusively at the risk of the CP.

Section 10

Indemnification – damages, recalls

(1) If claims are asserted against us, regardless of the legal grounds, e.g. in cases of product liability by third parties due to circumstances caused by the CP, the CP must indemnify us in full from these claims upon first request and reimburse all expenses incurred by us insofar as the CP is liable to the third party in the external relationship; this applies – regardless of fault – to all circumstances that lie within the risk/responsibility of the CP. In the event of liability arising due to reasons caused jointly, the Parties shall be liable in the internal relationship in accordance with their contributions to the cause.

(2) Within the scope of its indemnification obligation, the CP must reimburse expenses arising from or in connection with a claim against third parties, including any recall campaigns carried out by us. The same applies to official measures against us arising from or in connection with product safety.

(3) We shall inform the CP immediately of any claims, a planned recall action and measures taken by the authorities and agree on further procedure with the CP. If we fail to inform and/or agree, we shall be liable for any damage that could have been avoided in the event of notification/agreement.

(4) For the duration of the business relationship with us, the CP shall maintain business and product liability insurance with a coverage of at least 10 million euros per claim for personal injury and property damage and shall prove this to us at any time upon request.

(5) We are entitled to statutory claims for damages without restriction.

Section 11

Industrial property rights

- (1) The CP warrants that no third-party rights at home or abroad are infringed in connection with their delivery/performance. In the event of an infringement of industrial property rights, the CP shall indemnify us upon first request against all third-party claims in full and reimburse us for all expenses incurred in connection with the claim.
- (2) If claims are asserted against us by third parties due to an infringement of industrial property rights, we shall immediately inform the CP thereof and coordinate any measures with same. If we fail to inform and/or agree, we shall be liable for any damage that could have been avoided in the event of notification/agreement.
- (3) Claims asserted against the CP due to infringement of third-party property rights shall prescribe within three years, starting from the date of the claim asserted against us by the third party.
- (4) The CP shall not be liable for such infringements of industrial property rights which have been caused by us. If we have provided specifications of any kind for the deliveries/performances, this shall not release the CP from the obligation to check the existence of any third-party property rights, unless the CP can rely on the fact that we had already carried out this check due to special circumstances, in particular corresponding information on our part.
- (5) In the event of joint infringements of industrial property rights, the parties shall be liable in the internal relationship in accordance with their contributions to the cause.

Section 12

Tools provided

- (1) If we provide the CP with tools which serve the execution of deliveries and performances by the CP without a separate contract, the following provisions shall apply.
- (2) The tools remain our sole property. The CP must visibly mark them as our property and notify us of any negative impacts on ownership.

(3) The tools may only be used for the agreed purpose, handled with care and stored safely. The CP shall carry out any necessary maintenance and inspection work as well as all servicing and repair work properly at its own expense. The CP must immediately report any damage to our tools.

(4) The CP is obliged to insure, at its own expense, the tools against fire, water damage and theft for the duration of the provision to an appropriate extent at replacement value and to prove this to us at any time upon request (in particular by submitting the insurance policy and proof of payment of the insurance premium).

(5) If we make material available to the CP for the execution of its deliveries/performances, we reserve the right of ownership. We shall combine or mix this material with other items not belonging to us; in this case we shall acquire co-ownership of the combined/mixed item in proportion to the respective values of the individual components to each other at the time of the combination/mixing. Paragraphs (1) to (4) apply mutatis mutandis.

Section 13

Documents – confidentiality

(1) All documents, including copies, which we make available to the CP for the initiation/processing of the contract remain our property, unless they are intended to remain permanently with the CP in accordance with their meaning and purpose. The documents must be returned to us upon first request or without being requested to do so after the contract has been processed. This does not apply if and to the extent the documents must remain with the CP on the basis of legal regulations or the CP's legitimate interests, e.g. warranty periods still in effect; if permissible and possible, the CP must make copies and return the originals.

(2) If there is no separate confidentiality agreement between the parties, the CP must keep all confidential information secret. This includes, in particular, the obligation to use the confidential information only for the contractual purposes, to maintain strict confidentiality thereof, not to pass it on to unauthorised third parties, to store it carefully, to protect it from access by unauthorised third parties and, in the event of permitted disclosure to third parties, to ensure that the third party complies with the confidentiality obligation.

Section 14

Final provisions

(1) We reserve the right to adapt our Terms and Conditions of Purchase to current requirements at any time. The amendments and additions become effective upon receipt by the CP of our notification that our Terms and Conditions of Purchase have changed. These can be viewed at <https://www.wanzl.com/einkaufsbedingungen>. This does not apply if the regulations are unusual and unreasonable, which the CP should not have needed to expect from the perspective of an objective observer.

(2) Claims against us may only be assigned in writing or text form with our prior consent.

(3) Sections 126 (document signed personally) and 126a (electronic signature) of the German Civil Code (BGB) apply to the written form, and Section 126b BGB applies to the text form (such as fax, e-mail and the like).

(4) If the CP is a merchant, the exclusive place of jurisdiction shall be Leipheim. However, we are also entitled to take legal action against the CP at the place of their registered office.

(5) All contracts between us and the CP shall be governed exclusively by German law, with the exception of regulations that provide for the application of foreign law. The UN Convention on Contracts for the International Sale of Goods does not apply.

(6) We are entitled to store and process the CP's business data for use in commercial business transactions. The data protection notices for our customers and business partners can be viewed at https://www.wanzl.com/en_DE/Data-protection.

(7) The business relationship with us is governed by our (general) Code of Conduct and the Code for Suppliers and Business Partners, both of which can be viewed at <https://www.wanzl.com/wanzl-inside/compliance>.

(8) Should any provision of our Terms and Conditions of Purchase be or become invalid, the remaining provisions shall remain unaffected thereby. The invalid provision shall be replaced by a valid provision which comes as close as possible to the purpose of the invalid provision. An inadmissible measure shall be replaced by an admissible measure which comes as close as possible to the inadmissible measure.