

# Conditions of Purchase

## 1. Overview

(1) The following terms and conditions of purchase apply to our orders and contracts. Changes and additions as well as modifications to sales conditions by the supplier will only be considered valid if we have confirmed them in writing as an addition to our Conditions of Purchase

## 2. Orders

(1) Orders and modifications to them will only be valid if they have been issued or confirmed by us in writing.

(2) The supplier must immediately confirm the order/modification. If we do not have a proper order confirmation within 10 days, as calculated from the receipt or modification of the order, we will be entitled to cancel the order without the supplier being able to derive any claims from it. If this does not occur, our order will be tacitly accepted with all its conditions.

## 3. Fees

(1) The fees stated in the order are fixed fees.

(2) These fees are understood to be Ex Works at our Obereschach factory, including packaging.

(3) However, if fees for products are generally lowered on the market in accordance with the shipping contract, then we will have the right to new fee negotiations. If no agreement can be reached, we are entitled to freely determine the scope of the remaining shipment.

## 4. Payment

(1) Payment shall be made after the contractual receipt of the goods and receipt of a duly rendered and verifiable invoice within 14 days of receipt of the invoice minus a 3% discount, or 30 days net. In the event of a defect subject to warranty, we are entitled to refuse payment until the defect has been properly remedied.

## 5. Shipping

(1) Shipments must take place on the dates specified by us in the orders, individual call-offs, or delivery schedule.

(2) Agreed shipping dates will be binding. If the supplier fails to meet a shipping date or repeatedly exceeds the dates specified in our shipping schedule, we will be entitled, at our discretion, to request subsequent delivery and compensation for late delivery, or to receive compensation for non-performance, or to withdraw from the contract. We will then be able to procure a replacement from a third party. The supplier must reimburse any additional costs resulting from late deliveries or services. The acceptance of the delayed delivery or service does not imply a waiver of claims for compensation. Any costs that we incur, such as express freight, express, telephone or fax charges, shall be paid by the supplier.

(3) If the supplier foresees any difficulties in production or material procurement, it must notify us immediately, even if circumstances beyond the supplier's control arise that could prevent on-time delivery of the prescribed quality.

## 6. Acceptance

(1) We will not recognise deliveries that are above or below the agreed quantity.

(2) Work stoppages or strikes and lockouts, operational disruptions as well as operational restrictions and similar cases

on our part or on the part of the supplier resulting in a reduction in consumption, will be regarded as force majeure and will release us from acceptance for the duration of the disruption and to the extent of their effect.

## 7. Invoices

(1) A single copy of the invoice should be sent to us, preferably by email to: [invoice@schwanog.com](mailto:invoice@schwanog.com), otherwise by post.

## 8. Transfer of Risk

(1) The shipments will be transported at the expense and risk of the supplier. The supplier must pay the transport insurance costs.

## 9. Warranty

(1) The supplier's warranty obligations will be based on statutory provisions, unless otherwise stated below. We are entitled, at our discretion, to require rectification or delivery of goods that are free of defects at no expense to us. In urgent cases, we are immediately entitled, at the expense of the supplier, to remedy any defects ourselves, or have this done by a third party, or otherwise procure a replacement. The same shall apply if the supplier should default on its warranty obligations.

(2) Shipments of replacements must not include freight or packing charges. Returns of unusable goods shall also not include freight or packing charges.

(3) Unless otherwise agreed, the warranty obligation period will be 1 year. This period shall be extended for the length of time that the goods cannot be used because of defects. This period shall begin with the start of the service. Replacement shipments will trigger the start of a new one-year period.

(4) The supplier waives the right to make an objection due to late notification of defects. Our payments do not necessarily mean unconditional acceptance of the goods.

## 10. Execution of Work

(1) Individuals who work at our company in fulfillment of the contract must follow the provisions of company regulations. We assume no liability for them, even if the individuals concerned are involved in an accident on our property or at our factory.

## 11. Provision of Materials

(1) Materials or parts provided by us shall remain our property. They may only be used as intended. The processing or assembly of materials shall be done for us. It is agreed that we are co-owners of the products manufactured using our materials and parts in the ratio of the value of the provision of materials to the value of the entire product. The supplier shall also abide by this on our behalf.

## 12. Samples and Drawings

(1) Documents of any kind such as samples, drawings, models and the like that we make available to the supplier should be returned to us at no cost as soon as they are no longer required for the execution of an order. They must not be made accessible to third parties. Products that are based on documents designed by us (such as drawings, models, or the like) or according to our confidential information or with our tools or

modelled on our tools may not be offered or delivered by the supplier to third parties

### 13. Compliance

(1) The supplier agrees to comply with generally accepted professional standards (in particular DIN standards, standards of the German Electrotechnical Society (VDE), German Engineering Association (VDI) guidelines, the German Association for Gas and Water (DVGW) regulation) and any legal provisions for product safety (in particular the Product Safety Act), internationally applicable minimum labour law standards, in particular all conventions of the International Labour Organization (ILO) with regard to workers' rights, working hours and occupational health and safety, as well as any applicable legal or official regulations.

(2) If hazardous substances for the purposes of the Ordinance on Hazardous Substances are shipped, the shipper must provide Schwanog with any data required to prepare the safety data sheet without being requested to do so.

(3) The supplier shall ensure that the products that it ships comply with the provisions of European Union Regulation No. 1907/2006 (Registration, Evaluation, Authorisation and Restriction of Chemicals [REACH]). To the extent required by the REACH Regulation, any substances contained in the supplier's products should be pre-registered or registered after the transition period has expired, provided the substances are not excluded from registration.

(4) The supplier shall assure that the products it ships do not contain any substances on the so-called Candidate List pursuant to Article 59 paragraphs (1) and (10) of the REACH Regulation. The supplier shall comply with its information obligation pursuant to Article 33 of the REACH regulation on Substances of Very High Concern (SVH Substances of Very High Concern) and should inform Schwanog immediately in writing if for whatever reason products that it supplies contain substances on the Candidate List; this applies in particular in the event of an extension of or addition to the Candidate List. The supplier should name the individual substances and make known their percentage by mass as precisely as possible.

(5) The supplier agrees to comply with the provisions on conflict minerals set out in Section 1502 of the Wall Street Reform and Consumer Protection Act (Dodd-Frank Act). If conflict minerals are required in the course of production or for the function of the products delivered by the supplier, their origin must be disclosed. Upon request, the supplier must provide, in full and without delay, Schwanog and companies affiliated with Schwanog the documentation required by the Dodd-Frank Act on the use and origin of conflict minerals.

(6) The supplier shall not participate actively or passively, directly or indirectly, in any form of bribery or corruption, violation of human rights or discrimination against its employees, forced labour, or child labour. In this context, the supplier agrees not to employ any employees who are not at least 15 years of age. In countries that fall under the exception for developing countries under International Labour Organisation (ILO) Convention 138, the minimum age may be reduced to 14 years of age.

(7) In the event that the supplier violates one of the aforementioned obligations, Schwanog shall be entitled at any time to cancel the corresponding order immediately and to refuse to accept the corresponding delivery without Schwanog incurring any costs. Any existing claims for damages shall remain unaffected. A cancellation or refusal of acceptance does not constitute a waiver of any claims for damages. In addition, the supplier shall indemnify Schwanog, companies affiliated with Schwanog and their customers from all costs, third-party claims (in particular direct or indirect claims for damages) and other disadvantages (such as fines) due to the violation of the above provision.

### 14. Privacy Policy

(1) The supplier agrees that we may collect, store, process, and use personal data of the supplier for the establishment and implementation of the contractual relationship with the supplier in compliance with statutory provisions.

### 15. Other Provisions

(1) The place of performance for all deliveries is the registered office of our company.

(2) German law is to be applied exclusively. The application of the International Sales Law Act is ruled out.

(3) Should individual components of the sales contract or the purchasing conditions be or become in the future unenforceable, the remaining provisions shall remain unaffected.

(4) The place of jurisdiction is Villingen-Schwenningen.

(5) Claims may only be assigned with our written consent. We are entitled to offset claims of the supplier against claims against group companies in accordance with the value date.

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