

Movement by Perfection

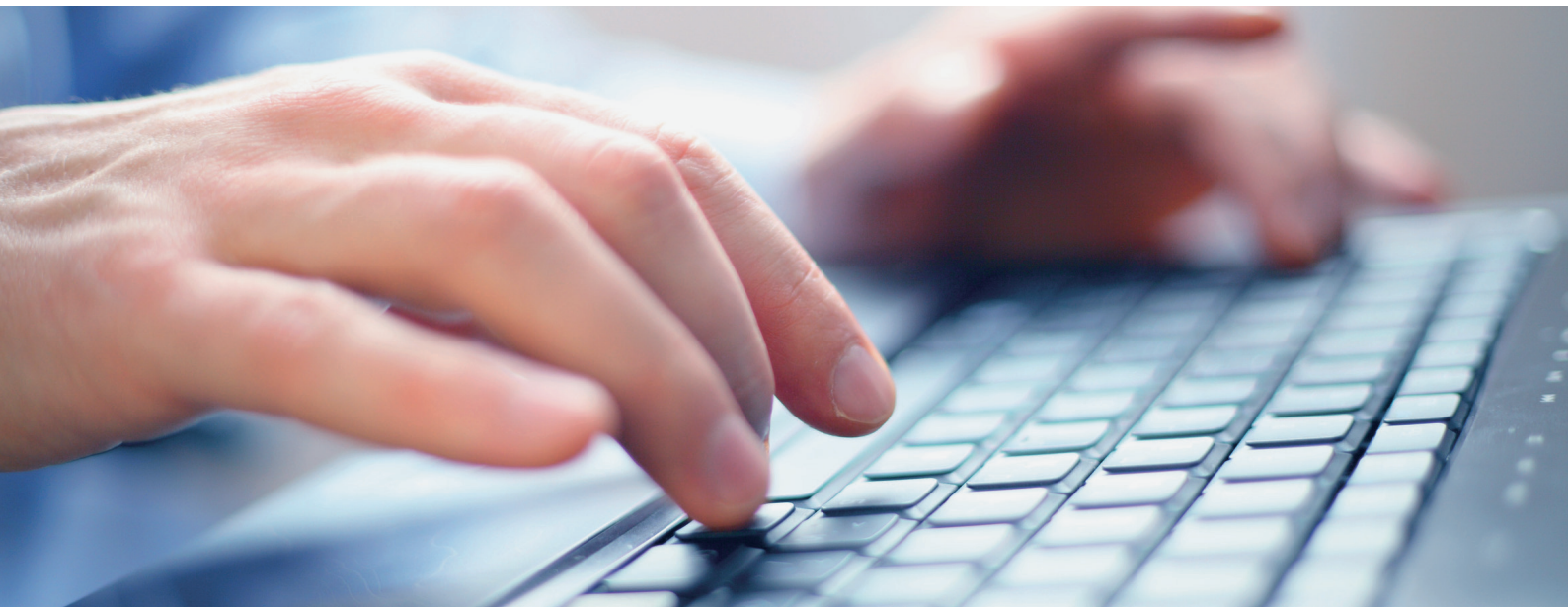


The Royal League in ventilation, control and drive technology

General Terms and Conditions of Purchase

November 2023

Please note that this is an English translation of the original Austrian version. Both language versions shall have the same legal effect. In case of any conflict, the original Austrian version shall prevail.



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General Terms and Conditions of Business of ZIEHL-ABEGG Ges.m.b.H.

§ 1 General – Application

1. Only our General Terms and Conditions of Purchase shall apply; terms and conditions of the Supplier (hereinafter also referred to as the Vendor or the Contractor) which are either to the contrary or diverge from our Terms and Conditions of Purchase shall not be recognised by ZIEHL-ABEGG (hereinafter also referred to as the Purchaser or the Customer) unless ZIEHL-ABEGG has explicitly consented to their application in writing.

The Terms and Conditions of Purchase shall likewise apply where the Supplier's delivery is accepted without reservation by ZIEHL-ABEGG in awareness of terms and conditions of the Supplier which are either to the contrary or diverge from our own Terms and Conditions of Purchase.

2. The Terms and Conditions of Purchase shall also apply to all future transactions with the Supplier.
3. The Terms and Conditions of Purchase shall solely apply vis-à-vis entrepreneurs within the meaning of Section 1 of the Austrian Commercial Code (UGB).

§ 2 Orders

1. Orders shall only be valid where placed in writing, by fax or by email. Every order placed must be confirmed by means of an order confirmation issued by the Supplier except where there is an explicit agreement regarding waiver of the requirement for the confirmation of orders. Where ZIEHL-ABEGG does not receive the above-mentioned confirmation of order within fourteen days from the date of ordering, ZIEHL-ABEGG shall reserve the right to cancel the order without obligation.
2. ZIEHL-ABEGG shall retain the property rights and copyright to all figures, drawings, calculations and other documents; same shall not be made accessible to third parties without our explicit consent. They shall be solely used for production on the basis of our order; following execution of the order they shall be automatically returned to ZIEHL-ABEGG. They shall be kept secret from third parties. Any right of retention to such documentation shall be excluded in all cases.
3. All quotations submitted by the Supplier as well as all associated activities shall be free of charge for ZIEHL-ABEGG.

4. The Supplier shall be obliged to maintain secrecy as regards all business and trade secrets of ZIEHL-ABEGG, whereby this shall also include all documents made available to the Supplier by ZIEHL-ABEGG, in addition to other information forming the subject of communication. The obligation of secrecy shall also apply following performance of the present contract. A corresponding obligation shall be imposed in writing on any sub-suppliers and subcontractors. Should the Supplier establish that an item of confidential information has been acquired by an unauthorised third party or that a confidential document has been mislaid, it shall notify ZIEHL-ABEGG in writing at once.

The Supplier shall be lastly obliged to likewise treat as confidential conclusion of the contract itself; references may only be named with our prior written consent.

5. ZIEHL-ABEGG shall also be at liberty to request changes to the subject of delivery following conclusion of the contract where this can be reasonably expected of the Supplier. In the event of such amendment to the contract due consideration must be given to the consequences for both parties, in particular as regards additional or reduced costs as well as the delivery dates.

§ 3 Prices, shipping, packaging, international traffic, international trade controls

1. The agreed prices are fixed prices and shall exclude additional claims of whatever nature. Where prices are not specified in the purchase order, they shall be stated in the order confirmation with binding effect. In this case the contract shall not come into being until we have given our written consent to the prices.
2. Said prices shall include the costs of packaging and transport to the forwarding address specified by us or the place of use as well as costs incurred for customs and clearing formalities. Delivery shall be effected Delivered Duty Paid (DDP), Incoterms®2010.
3. Our order number shall be stated on advices of shipment, bills of lading, invoices and all correspondence with us. ZIEHL-ABEGG will only be able to process invoices where – as specified in our order – the order number shown therein is indicated in addition to any other information explicitly mentioned; the Supplier shall be accountable for all consequences ensuing from failure to comply with this obligation unless it is able to prove that it was not responsible in this regard.

4. ZIEHL-ABEGG shall only be obliged to take delivery of the quantities or piece numbers ordered by the company for a specific time of delivery. Deliveries which exceed or fall short of the specified quantity shall only be permitted where previously agreed with us (normally in writing).
5. Shipment shall take place at the Supplier's risk. Subsection 429 of the Austrian Civil Code (ABGB) shall not apply. The risk of any deterioration, including accidental perishing, shall thus remain with the Supplier until delivery to the forwarding address or place of use required by us. Section 12 item 2 of these General Terms and Conditions of Purchase applies with regard to the place of fulfilment.
6. The Supplier's obligation to take back packaging shall be governed by the statutory provisions. Goods must be packaged in such a manner as to avoid any damage in transit. Packaging materials shall only be used to the extent that same are necessary to achieve this purpose. It shall only be permitted to make use of environmentally sustainable packaging and filler materials which do not impair recycling. Where we are separately charged for packaging by way of exception, ZIEHL-ABEGG shall be entitled to return said packaging carriage paid against reimbursement forming the subject of individual negotiation with the Supplier.
7. A delivery note and a VDA (German Automobile Association) goods tag must be included with every shipment.

The delivery note must contain the following data, the total of the delivery quantity and all data indicated in the order, especially order number, item and the correct unloading point. The VDA goods tag must carry bar code 39 in accordance with standard 4902 version 4. The goods delivery must be labelled as follows: Total shipment of all packing units by delivery note; The individual packing unit (e.g. pallet, skeleton box, container, large box, etc.) by VDA label; The part/partial quantity therein (bag, roll, packet, etc.) labelled with quantity and drawing number according to the technical specification. Further information can be found in the „Guidelines for suppliers“ document.

8. Where goods are transported beyond international borders, the Supplier shall be obliged to provide the customs invoice necessary for custom clearance already at delivery. The invoice shall be issued in English or the language of the destination country and must include the following data: name and telephone numbers of the Purchaser's and the Vendor's contact persons who are familiar with the transaction; Purchaser's order/purchase order number, Purchaser's invoice items of the purchase order, release code number (with skeleton agreements), individual component numbers and detailed description of goods; purchase price per item stated in the currency applicable to the transaction; quantity; INCOTERM or

Incoterms®2010 and designated location, in addition to the country of origin and customs tariff number of the goods. Moreover, all goods and services provided by the Purchaser to the Vendor for production of the goods which are not included in the purchase price, must be identified separately on the invoice (e.g. consigned materials, tools, etc.) Every invoice must also include the relevant order number or other references to consigned goods and list all discounts or reductions offered on the basic price which were taken into consideration when determining the invoice value.

9. Where agreements exist between the destination country to which the goods are to be delivered and the country in which the Vendor is based in respect of preferential treatment in terms of commerce or customs duties („trade agreement“), the Vendor shall be obliged to cooperate with the Purchaser in examining the eligibility of goods for special programmes of benefit to the Purchaser and to supply the Purchaser with the necessary documentation (such as the EUR1 Certificate, preferential certificate of origin, FAD, NAFTA Certificate of Origin or other certificates of origin) in accordance with the relevant preferential customs treatment programme (e.g. EEA, Lomé Convention, EU / Mediterranean Partnerships, GSP, EU-Mexico Free Trade Agreement, NAFTA, etc.) to allow the goods to enter the destination country duty-free or subject to preferential treatment. Likewise, where there exists a trade agreement or preferential customs treatment programme which is applicable to the scope of the purchase order and this is deemed by the Purchaser to be of benefit to himself at any time during its execution, the Vendor shall be obliged to support the Purchaser in its efforts to realise such benefits, including the value of any countertrades ensuing from the purchase order or set-off, and the Vendor shall acknowledge that such benefits and preferential treatment shall solely accrue to the Purchaser. The Vendor shall be obliged to indemnify the Purchaser for any costs, fines, contractual penalties or charges resulting from the Vendor's inaccurate documentation or failure on the part of the Vendor to cooperate in a timely manner. The Vendor shall be obliged to immediately notify the Purchaser of any errors known to exist in the documentation.
10. Where the ICS (Import Control System) customs procedure is of relevance, this shall be observed by the Supplier, who shall thus in particular make available to the custom authorities the data pertinent to customs clearance in a timely manner in the form of the stipulated entry summary declaration (ENS), also (Entry Summary Declaration, also referred to in German as Eingangs-SumA).
11. International trade controls
All transactions within the scope of the delivery relations must always meet the requirements of the respectively valid export control laws and directives.



The Supplier is obliged to meet the requirements of the respective valid export control laws and directives even after cancellation and beyond if the obligations within the scope of the business relations are fulfilled or cancelled in another way.

§ 4 Export controls and customs, supplier declarations, proofs of origin

1. The Supplier is obliged to inform us of any approval obligations for (re-)exports of its goods in accordance with German, European, US export and customs regulations as well as the export and customs regulations of the country of origin of its goods in its business documents. In order to do this, the Supplier shall provide the following information as a minimum in its quotes, order confirmations and invoices for the items of goods concerned:

- the export list number according to appendix AL to the German Foreign Trade Directive or comparable list items of pertinent export lists,
- for US goods the ECCN (Export Control Classification Number) in accordance with US Export Administration Regulations (EAR),
- the trade-political origin of its goods and the components of its goods, including technology and software,
- whether the goods were transported through the USA, manufactured or stored in the USA or manufactured with the aid of US-American technology,
- the statistical goods number (HS-code) of its goods, and
- a contact in its company for clarification of any inquiries by us.

Upon out demand, the Supplier shall be obliged to notify us in writing of all other foreign trade data of its goods and their components and to inform us immediately in writing (before delivery of goods affected accordingly by this) about all changes to the above data.

In the event that export licences have been applied for, the Supplier shall be further required to provide ZIEHL-ABEGG with a copy of this document showing all relevant information with respect to the delivery, including any auxiliary conditions that affect ZIEHL-ABEGG, e.g. in respect of further deliveries (re-exports). Information that does not require compliance by and does not affect ZIEHL-ABEGG can be blacked out in the copy supplied.

2. Supplier declarations, preference

An essential part of the contracts ensuing from these Terms and Conditions of Purchase is the obligation to submit long-term delivery declarations for goods with a

preferential origin property in accordance with the EU version valid at the time of delivery. The Supplier shall also provide certificates of origin as well as any further documents/data according to foreign trade specifications upon demand.

If the long-term delivery declarations turn out to be insufficiently informative or incorrect, the Supplier shall be obliged to provide us with error-free, complete and customer-confirmed information sheets about the origin of the goods upon demand.

3. If we or our customers are charged by a customs authority due to own faulty declarations of origin or if we or our customers suffer any other financial disadvantages as a result and the error is due to an incorrect specification of origin of the Supplier, the Supplier will be fully liable.

4. The Supplier shall be responsible for obtaining or procuring all export licences, permits, consents and approvals required by the authorities in a timely manner and at its own expense so as to ensure that the goods are delivered on time and that ZIEHL-ABEGG is able to (continue to) use the goods in accordance with the order.

§ 5 Reporting obligations, conflict minerals

The Supplier shall be required to comply with any rules adopted by the Securities and Exchange Commission (SEC) with respect to conflict minerals. The Supplier shall inform itself of the conformity regulations defined in the Conflict Minerals Final Rule on the SEC website at: <http://www.sec.gov/rules/final.shtml> or <http://www.sec.gov/news/press/2012/2012-163.htm>.

The Supplier shall implement any resulting reporting obligations and measures in relation to us in a timely manner.

Where relevant, the Supplier undertakes to fulfil the environmental requirements that exist with regard to restrictions or declaration obligations for certain substances (cf. especially in this context the REACH Regulation (EC) No. 1907/2006 as well as the RoHS Directive 2011/65/EU (and RoHSII), as amended).

If there any changes to the availability or intended use of materials, components, assemblies, end products, or packaging materials as a result of the above-mentioned Regulations and Directives, or if measures are required on our part, the Supplier will inform us of this without undue delay.



In case of failure to do so or in case of incorrect information, the Supplier shall indemnify us from claims by third parties, and also reimburse us for any losses suffered.

§ 6 Invoicing and payment

1. Please send invoices in paperless form with the appropriate documents in pdf format after delivery to the following e-mail address: invoice@ziehl-abegg.at. Alternatively, the invoices should be sent to us in single copy on white paper in DIN A4 format. All invoices must be made out without exception to the invoice address in Linz: ZIEHL-ABEGG Motoren und Ventilatoren Ges.m.b.H., Prinz Eugen Str. 19, 4020 Linz, Austria.

Invoices sent by fax will not be processed!

Please ensure that the invoices contain all the information required by Section 11 of the Austrian VAT Act 1994 as well as our order and supplier number. Invoices not submitted in due form shall not establish a due date for payment and shall only be deemed to have been received by us once submitted in the proper form. ZIEHL-ABEGG reserves the right in the event of premature delivery to effect payment not until the due date agreed for settlement.

2. Payment shall be effected according to customary commercial procedure, namely either within 14 calendar days with 3 % discount or 90 calendar days strictly net, calculated from delivery/performance and receipt of invoice.
3. Where certificates documenting materials testing or other documents have been agreed for the scope of delivery, they shall form an integral part of delivery and must be submitted to us with the invoice, at the latest.
4. We are entitled to exercise rights of set-off and retention within the scope permitted by law.

§ 7 Delivery dates, default in delivery, force majeure

1. The delivery date specified in the order shall be binding.
2. The Supplier shall be obliged to immediately notify us in writing where circumstances resulting in an inability to comply with the agreed delivery date occur or come to its notice; at the same time it shall indicate the probable duration of the delay.

3. In the event of any delay in delivery we are entitled to have recourse to the claims laid down by law. In particular ZIEHL-ABEGG shall be entitled to demand compensation instead of performance following fruitless expiry of a period of time of reasonable length. ZIEHL-ABEGG shall additionally be entitled in the case of default to withdraw from the contract at its discretion, whereby the risk of default on the part of the Supplier's sub-suppliers shall be borne by the Supplier. Any additional costs incurred for express shipment required to comply with delivery dates shall be for the Supplier's account.

4. In the event of default in delivery, ZIEHL-ABEGG shall be entitled to apply a contractual penalty amounting to 0.2% of the net total value of the order per working day of delay up to a maximum of 8% of the total net order value. ZIEHL-ABEGG may also apply the contractual penalty without making reservation until issue of the final invoice. Any claim to compensation due to non-performance shall be offset against the contractual penalty.

5. The Supplier shall only be able to invoke the absence of necessary supplies to be furnished or other duties of participation to be rendered by us where we have received a written reminder to this effect and ZIEHL-ABEGG has failed to comply with said obligation within a reasonable period of time.

6. Force majeure and industrial disputes shall release us from our obligation of performance for the duration of the disturbance and to the extent of its involvement. ZIEHL-ABEGG shall be released from its obligation to accept the ordered delivery/performance either partially or in its entirety and shall be entitled in this respect to withdraw from the contract where it is no longer able from an economic viewpoint to make use of said delivery/performance due to the delay caused by force majeure or industrial disputes.

7. ZIEHL-ABEGG shall only accept partial delivery following explicit written agreement to this effect. In case of agreed partial shipments, the remaining quantity must be listed and the delivery date for the remaining delivery specified.

§ 8 Liability for defects and warranty, dealer issues

1. The Supplier guarantees that the design of all delivery items and the execution of all services comply with state-of-the-art technology, the relevant statutory provisions and regulations, and guidelines issued by the authorities, employers' liability insurance associations and trade associations. Should it be necessary in individual cases to diverge from such regulations, the Supplier must obtain



written consent from ZIEHL-ABEGG in this regard. The responsibility of the Supplier for its deliveries/services shall be not be excluded or limited either by said consent or other dispensations or declarations on our part. Where the Supplier has reservations about the type of design of a delivery item or the execution of a service required by ZIEHL-ABEGG, it shall immediately notify ZIEHL-ABEGG in writing.

The limitation period for claims under the above-mentioned warranty shall be based solely on the legal regulations governing limitation periods. The provisions of Section 8 item 1 of these General Terms and Conditions of Purchase shall take precedence over the other provisions of Section 8; in particular, the provisions in Section 8 item 5 regarding the period of limitations for claims in respect of material defects are not applicable for claims under the warranty.

2. The Supplier undertakes to make use within its financial and technical means of environmentally friendly products and procedures for its deliveries/services as well as for supplies or additional services rendered by third parties. The Supplier shall be liable for the environmental compatibility of the delivered products and packaging materials and for all consequential damage resulting from culpable failure to comply with its statutory obligations of disposal. The Supplier shall issue a certificate of inspection for the delivered goods at our request.
3. No incoming inspection of the delivered goods shall be performed by the Customer. The Supplier agrees to waive its rights under Section 377 of the Austrian Commercial Code (UGB). The Supplier moreover agrees that the outgoing goods inspection it is to carry out serves the same purpose as the incoming inspection required from the Customer under Section 377 UGB.

The Supplier shall ensure that its public liability insurance accepts the aforementioned amendment of the statutory liability provisions without impairing the existing cover offered by its public liability insurance. The Supplier shall at the Customer's request immediately furnish certification to this effect from its insurer.

4. The statutory defect claims shall accrue to ZIEHL-ABEGG to their full extent (including consequential damage from defect); at all events ZIEHL-ABEGG shall be entitled at its discretion to request the elimination of defects by the Supplier or the delivery of a new item including to or at the place at which the product is used; this shall also apply in the case of contract work. It shall explicitly reserve the right to claim compensation, in particular to compensation in lieu of performance.
5. Where the Supplier fails to satisfy its obligation of subsequent fulfilment within a reasonable period of time

set by ZIEHL-ABEGG, ZIEHL-ABEGG shall be entitled to perform the necessary measures itself at the expense and risk of the Supplier – without prejudice to further liability for defects in existence – or arrange for their performance by third parties. ZIEHL-ABEGG shall additionally be entitled to eliminate defects itself at the Supplier's expense in case of imminent danger or special urgency. The limitation period for claims in respect of material defects shall be 36 months, calculated from the transfer of risk. In the case of spare parts the limitation period for claims in respect of material defects shall be 36 months from installation or commissioning, but shall come to an end at the latest 4 years from the transfer of risk. Claims in respect of defects in a building or items which are or have been used for a building in accordance according to standard procedure for their usage and have resulted in its defectiveness shall expire by limitation 5 years from the date of delivery.

The provisions of the above subsection shall not apply in respect of the limitation period for claims under the warranty mentioned in Section 8 item 1 of these General Terms and Conditions of Purchase, which shall instead be governed solely by the regulations in Section 8 item 1.

6. In the case of rectified parts or deliveries of spare parts, the limitation period for claims in respect of material defects shall re-commence on completion of subsequent fulfilment; should an acceptance procedure have been agreed, the limitation period shall re-commence as soon as acceptance is successful.
7. The Contractor shall assume the costs and risk involved in the return of defective items, as well as those costs incurred by the Customer due to their defectiveness (in particular costs of processing, transport, infrastructure, labour, staffing and materials).
8. No discrimination against the Customer with respect to a purchase from the manufacturer (dealer issues) If the Contractor is to be qualified as a dealer and not as a manufacturer, the Contractor will inform ZIEHL-ABEGG of this immediately. The following shall also apply:

The Supplier guarantees that the Customer will be put in a position with respect to the warranty and other rights based on a deficiency (material and legal defects) of the object of contract as if the Customer had ordered directly from the manufacturer and the legal rights at least are pertinent. In the alternative, the Supplier shall surrender to the Customer its claims against the manufacturer(s) based on a defectiveness (material and legal defects) of the object of contract.

The Supplier gives assurance that these claims are not waived or excluded.

§ 9 Quality, product liability

1. The Supplier shall carry out quality assurance measures which are appropriate in their nature and extent and correspond to state-of-the-art (suitable quality management system e.g. DIN EN ISO 9000 et seq.) and provide evidence of same to ZIEHL-ABEGG on request. The Supplier shall additionally conclude a quality assurance agreement with ZIEHL-ABEGG as required. ZIEHL-ABEGG shall reserve the right to perform on-site testing to check the efficacy of said quality management system.
2. Where the Supplier is responsible for a product defect, it shall be obliged upon first demand to indemnify ZIEHL-ABEGG in respect of third-party claims for compensation where the cause can be attributed to its own sphere of management or organisation and where the Supplier bears or would bear liability vis-à-vis third parties. In the framework of its liability for losses as defined above the Supplier shall be likewise obliged to refund costs resulting from or in association with any recall campaign carried out by our company. ZIEHL-ABEGG shall inform the Supplier of the content and extent of such recall measures as far as this is possible and can be reasonably expected of same – and shall offer the Supplier the opportunity to comment in this regard. All other statutory claims shall remain unaffected thereby. The Supplier shall undertake to maintain product liability insurance including an appropriate level of cover for the risk of recall, offering however an insured sum of at least €5 million for each instance of personal injury/damage to property on a lump-sum basis for the term of the present agreement, i.e. until expiry of the limitation period for the relevant defect; where further claims to compensation accrue to ZIEHL-ABEGG, they shall remain unaffected thereby. The Supplier shall on request immediately provide ZIEHL-ABEGG with written evidence documenting the conclusion and maintenance of such insurance.
3. Section 8 especially Section 8 item 3 shall additionally apply.

§ 10 Property rights

1. The Supplier guarantees that all deliveries are free of third-party property rights and in particular that delivery and use of the subject of delivery does not infringe patents, licences or other property rights of third parties.
2. The Supplier shall indemnify ZIEHL-ABEGG and our customers in respect of third-party claims resulting from any infringement of property rights on first demand and shall also assume all associated costs incurred thereby.

3. ZIEHL-ABEGG shall be entitled at the Supplier's expense to obtain permission for use of the respective delivery items and services from their rightful owners.
4. The limitation period for claims in respect of defects as to title shall be 5 years from the transfer of risk.

§ 11 Social responsibility and environmental protection, Business Partner Code of Conduct, compliance with the Austrian Act Against Wage and Social Dumping by suppliers

1. The Supplier shall be obliged to comply with the applicable national laws and regulations of the federal states.

The Supplier is committed in the framework of its corporate responsibility to the protection of human rights, compliance with work standards and rejection of discrimination and slave / child labour during the manufacture of products and the rendering of services and to the avoidance of any adverse effects upon people and the environment during performance of its activities.

The Supplier confirms that it will not tolerate any form of corruption and bribery or engage in same in any manner whatsoever.

The Supplier is asked to avoid making gifts to staff employed by ZIEHL-ABEGG. Excepted from the above are customary, occasional gifts or invitations of low value if they are so minor that they could not reasonably be regarded as being likely to have any influence.

This shall not only apply to transactions between the Supplier and ZIEHL-ABEGG, but also to other business partners (own supply chain, intermediaries, staff, competitors and the public authorities).

2. ZIEHL-ABEGG may be subject to liability if and insofar as the Supplier or its suppliers or subcontractors do not pay or do not pay in full the salary claims laid down by law or in any collective agreement. The Supplier shall therefore guarantee that it and its suppliers or subcontractors shall pay its or their employees – as a minimum – the salary claims laid down by law or in any collective agreement, in accordance with the Austrian Act Against Wage and Social Dumping (LSD-BG), such amounts to be paid in full and in a timely manner. In the event that an employee of the Supplier or an employee of a contracted sub-supplier, regardless of rank, or a personnel leaser calls upon ZIEHL-ABEGG, as guarantor, to pay the salary claims laid down by law or in a collective agreement, the Supplier hereby indemnifies ZIEHL-ABEGG against these



claims. Section 1358 of the Austrian Civil Code (ABGB) remains unaffected.

In addition, the Supplier is liable to ZIEHL-ABEGG for all damages incurred by ZIEHL-ABEGG from any failure on the Supplier's part to comply with the above-mentioned guarantee. If the Supplier culpably violates the Austrian Act Against Wage and Social Dumping (LSD-BG), as amended, and/or the obligations agreed in this connection, ZIEHL-ABEGG shall be entitled to terminate the business relationship or the relevant individual contracts without notice.

3. The validity of the Business Partner Code of Conduct (BPCoC) and the obligation to observe the specific requirements and obligations regulated therein are expressly referred to in a supplementary manner. The BPCoC can be found in the ZIEHL-ABEGG download area at www.ziehl-abegg.com/de-at/service. The supplier supports ZIEHL-ABEGG in the implementation of legally prescribed due diligence processes through active and truthful participation and involvement. In particular with regard to the human rights and environmental expectations of ZIEHL-ABEGG expressed in the BPCoC, the following applies - against the background of the implementation of ZIEHL-ABEGG's obligations under the German Act on Corporate Due Diligence in Supply Chains:

- ZIEHL-ABEGG is entitled to request further information on a case-by-case basis with regard to compliance with the law and the requirements listed in the BPCoC and to verify compliance - at most once per calendar year, unless there is a justified reason for verification - after prior notice and within normal business hours at the supplier's premises itself or by external experts in accordance with the respective applicable legal provisions on site. In any inspection, the justified confidentiality interests of the supplier shall be taken into account and business processes shall not be impaired as far as possible.
- The supplier is obligated to ensure compliance with the principles and obligations regulated in the ZIEHL-ABEGG BPCoC by means of corresponding contractual requirements vis-à-vis its direct suppliers and to obligate them to pass on the obligation to comply with the principles along the supply chain relevant to ZIEHL-ABEGG to their direct suppliers for their part.
- The supplier shall design and implement suitable compliance training measures in which the managers and employees of its company are provided with an appropriate level of knowledge and understanding of the principles regulated in ZIEHL-ABEGG's BPCoC and the applicable laws.

- If the supplier violates the principles and obligations contained in the BPCoC to a considerable extent, ZIEHL-ABEGG is entitled - irrespective of any other contractual remedies - to terminate the business relationship with the supplier by extraordinary notice in accordance with the statutory provisions applicable to the contractual relationship (in particular on setting deadlines and issuing warnings). It is at the discretion of ZIEHL-ABEGG to refrain from termination and to instruct the supplier to immediately draw up and implement a concept to end or minimize the violation and to avoid future violations. During the period of implementation of the concept, ZIEHL-ABEGG is free to temporarily suspend the business relationship

§ 12 Final provisions

1. The Supplier shall not be entitled to assign the contract either partially or in its entirety to third parties without our prior written consent; this shall also apply to any engagement of subcontractors or subsuppliers intended by the Supplier.
2. Unless explicitly agreed otherwise, the place of performance for supply obligations shall be the forwarding address or place of use required by our company; in the case of all other obligations to be rendered by both parties the place of performance shall be Linz.
3. If the Supplier suspends its payments, ZIEHL-ABEGG shall be entitled to terminate the contract in whole or in part (without notice).
4. The language of the contract shall be German. Where the contracting parties use another language in addition, the German text shall prevail.
5. The legal venue shall be the court with jurisdiction for our place of business. ZIEHL-ABEGG shall however also be entitled to bring actions at the Supplier's principal place of business.
6. The contractual and other legal relationship between the Contracting Parties is subject to Austrian substantive law; the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

The Royal League

