

Movement by Perfection



The Royal League in ventilation, control and drive technology

General Terms and Conditions of Purchase

September 2017



Content

§ 1	General – Application	3
§ 2	Orders	3
§ 3	Prices, Shipment, Packaging, International Transport, International Trade Control	3
§ 4	Export Control and Customs, Supplier Declarations, Certificates of Origin	5
§ 5	Reporting Obligations Conflict Minerals	5
§ 6	Invoicing and Payment	6
§ 7	Delivery Dates, Delay in Delivery, Force Majeure	6
§ 8	Liability for Defects and Guarantee/Warranty, Dealer Issues	7
§ 9	Quality, Product Liability	8
§ 10	Property Rights	9
§ 11	Social Responsibility and Environmental Protection, Behaviour Codex, Compliance with the Minimum Wage Act by the Suppliers	9
§ 12	Final Provisions	9



General Terms and Conditions of Purchase of ZIEHL-ABEGG SEA Pte. Ltd.

§ 1 General – Application

1. Only our General Terms and Conditions of Purchase (“Terms and Conditions of Purchase”) shall apply; terms and conditions of the Supplier (hereinafter also referred to as “Vendor” or “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 “Purchaser” or “Client”) unless Purchaser has explicitly consented to their application in writing.

The Terms and Conditions of Purchase shall likewise apply where Supplier's delivery is accepted without reservation by Purchaser in awareness of terms and conditions of 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 Supplier.

§ 2 Orders

1. Orders shall only be valid where placed in writing, by telefax or by e-mail.

Every order placed must be confirmed by means of an order confirmation issued by Supplier except where there is an explicit agreement regarding waiver of the requirement for the confirmation of orders. Where Purchaser does not receive the above-mentioned confirmation of order within fourteen (14) days from the date of ordering, any subsequent confirmation by Supplier shall be ineffective in forming a binding contract but shall instead be treated as an offer to sell. Purchaser shall reserve the right to cancel the order without obligation and Supplier shall have no right whatsoever to claim against Purchaser for any damages, costs, losses, expenses in respect of such a cancelled order.

2. Purchaser shall retain the property rights and copyright to all figures, drawings, calculations and other documents (collectively known as the “Documents”) and the same shall not be made accessible to third parties without our prior written consent. All property rights and copyright and design rights to any additions, variations, improvements or revisions of any nature (collectively known as “Additions and Improvements”) to the Documents that may have arisen from any advice, comments, input or feedback from the Supplier shall vest wholly in Purchaser. The Documents shall be solely used for production on the basis of our

order. Following the completion and/or execution of the order, the Documents shall be immediately returned to Purchaser. The Documents shall be kept confidential from third parties at all times. Any right of retention to such documentation shall be excluded in all cases.

3. All quotations submitted by Supplier as well as all associated activities (including any Additions and Improvements and advice, comments, input or feedback provided in respect of the Documents) shall be free of charge for Purchaser.
4. Supplier shall be obliged to maintain confidentiality in relation to all business and trade secrets of Purchaser, whereby this shall also include all documents made available to Supplier by Purchaser, in addition to other information forming the subject of communication. The confidentiality obligations shall endure, even after the completion or termination of the contract, without limit in point of time. Corresponding confidentiality obligations shall be imposed in writing on any sub-suppliers and subcontractors. Supplier establishes that an item of confidential information has been acquired by an unauthorised third party or that a confidential document has been mislaid, Supplier shall immediately notify Purchaser in writing.

Supplier shall be lastly obliged to likewise treat as confidential the contract itself and any communication and/or negotiations in relation thereto. Any references to the contract may only be disclosed to third parties with our prior written consent.

5. Purchaser 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 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, Shipment, Packaging, International Transport, International Trade Control

1. The agreed prices for the goods are fixed prices and shall exclude additional claims of whatever nature. Where prices are not specified in the purchase order, they must be stated in the order confirmation that Supplier is required to issue in accordance with § 2 No. 1. The contract shall not come into being until we have given our written consent to the prices. All sales taxes shall be borne solely by Supplier.

2. The prices for the goods shall include the costs of packaging and transport to the forwarding address specified by ourselves or the place of use as well as costs incurred for customs and clearing formalities. The goods shall be delivered on a Delivered Duty Paid (DDP) basis as defined in the Incoterms®2010 (except where any provision of DDP is rendered inapplicable due to its inconsistency with these Terms and Conditions of Purchase).
3. Purchaser's order number shall be stated on advices of shipment, bills of lading, invoices and all correspondence with Purchaser. Purchaser will only be able to process invoices showing the order number corresponding to the number in Purchaser's order any other information explicitly mentioned in Purchaser's order; Supplier shall be accountable for all consequences ensuing from failure to comply with this obligation unless he is able to prove that he was not responsible in this regard.
4. Purchaser shall only be obliged to take delivery of the quantities or piece numbers it has ordered according to such specific time of delivery designated therefor. Deliveries which exceed or fall short of the specified quantity or does not comply with the specific time of delivery shall only be permitted with prior written consent of Purchaser.
5. Shipment shall take place at Supplier's risk. The risk of any deterioration, including accidental perishing or damage, shall thus remain Supplier until Purchaser has had access to the goods which are ready for unloading at the forwarding address or forwarding office as instructed by Purchaser. § 12 No. 2 of these Terms and Conditions of Purchase apply with the regard to the place of fulfilment.
6. Supplier agrees that it shall be obliged to take back packaging at its own cost. 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 the same are necessary to achieve this purpose. Supplier shall only use environmentally sustainable packaging and filling materials which do not impair recycling. In the event that Purchaser agrees to be separately charged for packaging, Purchaser shall be entitled to return the said packaging to Supplier who shall refund the full cost charged for the packaging.
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 per 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, 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 Purchaser's and Supplier'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 Purchaser to Supplier 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 any treaties, pacts, conventions or agreements of any nature exist between the destination country to which the goods are to be delivered and the country in which Supplier is based, in respect of preferential treatment in terms of commerce or customs duties („trade agreement“), Supplier shall be obliged to cooperate with Purchaser in examining the eligibility of goods for special programmes of benefit to Purchaser and to supply 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 Purchaser to be of benefit to himself at any time during its execution, Supplier shall be obliged to support Purchaser in his efforts to realise such benefits, including the value of any countertrades ensuing from the purchase order or set-off, and Supplier shall acknowledge that such benefits and preferential treatment shall solely accrue to Purchaser. Supplier shall fully and effectually indemnify and keep Purchaser indemnified from and against all actions, proceedings, claims, demands, damages, costs, losses, expenses, fines, penalties made against or suffered or incurred by



Purchaser which arise out of or are in relation to Supplier's failure to (i) provide accurate documentation or (ii) cooperate with Purchaser, in accordance with this § 9. Supplier shall be obliged to immediately notify Purchaser of any errors known to exist in the documentation.

10. Where the ICS (Import Control System) customs procedure is of relevance, Supplier shall observe such procedure, and shall 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.

Supplier is obliged to meet the requirements of the respective valid export control laws and directives even after the completion or termination of the contract in relation to all of Supplier's obligations which endure past the completion or termination of the contract.

§ 4 Export Control and Customs, Supplier Declarations, Certificates of Origin

1. Supplier is obliged to inform us of any approval obligations for re-exports of his 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 his goods in his business documents. In order to do this, Supplier shall provide at its own costs, at least, the following information in his quotes, order confirmations and invoices for the items of goods concerned:

(a) the export list number according to appendix AL to the German Foreign Trade Directive or comparable list items of pertinent export lists;

(b) for US goods the ECCN (Export Control Classification Number) in accordance with US Export Administration Regulations (EAR);

(c) the trade-political origin of his goods and the components of his goods, including technology and software;

(d) whether the goods were transported through the USA, manufactured or stored in the USA or manufactured with the aid of US-American technology;

(e) the statistical goods number (HS-code) of his goods;

(f) a person with contact details in his company for clarification of any inquiries by Purchaser Supplier shall, on demand, be obliged to notify Purchaser in writing of all other foreign trade data pertaining to his goods and their components and to inform Purchaser immediately in writing (before delivery of goods affected accordingly by this) about all changes to the above data.

Further, in case of the existence of any export license, Supplier shall provide at its own costs a copy of that document to Purchaser, showing all relevant information relating to the delivery, including any provisions that Purchaser has to comply with, e.g., but not limited to cases of re-exports. Any information or provisions which are compliance obligations of Purchaser must be highlighted and/or bolded and/or underlined in that copy.

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 EC version valid at the time of delivery. Supplier shall also provide at its own costs 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, Supplier shall be obliged to provide at its own costs Purchaser with error-free, complete and customer-confirmed information sheets about the origin of the goods upon demand.

3. Supplier shall fully and effectually indemnify and keep Purchaser and its customers indemnified from and against all actions, proceedings, claims, demands, damages, costs, losses, expenses, fines, penalties made against or suffered or incurred by Purchaser and its customers which arise out of or are in relation to Supplier's faulty declarations of origin for the goods.

4. Supplier shall be responsible for obtaining in a timely manner, at his own cost, all necessary governmental export licenses, authorizations, approvals and clearances, required for the delivery to make sure that all goods to be delivered can be used by Purchaser in accordance with the purchase order and that all deliverables can be made in due time.

§ 5 Reporting Obligations Conflict Minerals

Where applicable, Supplier undertakes to comply with the respective regulations passed by the Securities and Exchange Commission (SEC) regarding conflict minerals.

Supplier shall find out about the conformity regulations that are defined in the Conflict Minerals Final Rule on the SEC Website under <http://www.sec.gov/rules/final.shtml> or <http://www.sec.gov/news/press/2012/2012-163.htm>.

Supplier shall implement resulting reporting obligations and measures vis à vis us in a timely manner.

Supplier shall fully and effectually indemnify and keep Purchaser indemnified from and against all actions, proceedings, claims, demands, damages, costs, losses, expenses, made against or suffered or incurred by Purchaser which arise out of or are in relation to the Supplier's failure to adhere to its obligations under this § 5 (including the reporting or provision of incorrect information).

§ 6 Invoicing and Payment

1. Supplier shall either send:
(a) invoices in paperless form with the appropriate documents in pdf format after delivery to the following e-mail address invoice@ziehl-abegg.com.sg; or (b) 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:
[Ziehl-Abegg SEA Pte Ltd, 33 Ubi Avenue 3, #07-70 Vertex, Singapore 408868

Invoiced sent by fax will not be processed!

Supplier shall ensure that the invoices contain all the information required under the applicable laws relating to value added taxes or any other sales tax, and Purchaser's order number.

Invoices not submitted in the form as set out in this § 5 shall not be considered acceptable and shall not establish any due date for payment. Invoices shall only be deemed to have been received by ourselves if submitted in the proper form as required under these Terms and Conditions of Purchase. Purchaser reserves the right, in the event of early delivery by Supplier, to only effect payment on the due date agreed for settlement as set out under § 6 No. 2 below.

2. Purchaser shall make payment to Supplier (in accordance with the normal commercial route), either:

(a) within 14 calendar days from the date of receipt of the invoice in the proper form as set out in § 6 No. 1 above, and the payment amount shall be the amount after applying a 3% discount from the full amount under the invoice; or

(b) no later than 60 calendar days from the date of receipt of the invoice in the proper form as set out in § 6 No. 1 above, whereby the payment amount shall be for the full amount under the invoice.

3. Insofar as certificates of material tests or other documents are agreed for the scope of supply, these are an essential part of the delivery and must be sent to us as soon as they become available and in any event, these documents shall be sent no later than at the time of sending the invoice (i.e. documents to be sent together with the invoice).
4. We shall hold a right of set-off and retention to the extent as provided by the statutory provisions.

§ 7 Delivery Dates, Delay in Delivery, Force Majeure

1. The delivery date specified in the order shall be binding.
2. Supplier is obliged to inform us immediately in writing, should circumstances arise or become known to him, which results in him not being able to keep to the agreed delivery date and the Supplier shall at the same time state the reasons, probable duration of the delay and the expected date of delivery.
3. In the event of any delay or complete failure in delivery, Purchaser shall be entitled to:

(a) all rights, claims and remedies at law or in equity (including statutory claims) against the Supplier;

(b) demand compensation in lieu of performance;

(c) withdraw from the contract at its discretion and the Supplier shall have no right whatsoever to claim against Purchaser for any damages, costs, losses, expenses in respect of such withdrawal, and any risk of default on the part of the Supplier's sub-suppliers shall be borne solely by the Supplier.

Any additional costs incurred for express shipment which is required in order to comply with the delivery dates shall be at the Supplier's sole cost and expense.

4. In the event of any delay in delivery, Purchaser shall be entitled to liquidated damages amounting to 0.2% of the total value of the goods being in delay per working day of delay up to a maximum of 8% of the total value of the goods being in delay. For the avoidance of doubt, Purchaser shall be entitled to all liquidated damages without the need to make any express reservation of such rights and shall be free to demand such liquidated dama-



ges. Purchaser's right to liquidated damages as set out herein shall be without prejudice to any of Purchaser's other rights and remedies at law or in equity. Purchaser reserves the right to claim for any special, indirect, consequential or incidental damages (including, but not limited to, loss of revenue, loss of profits, or commercial loss) as a result of such delay in delivery by the Supplier.

5. (a) The term "Force Majeure Event" shall include fire, flood, casualty, lockout, strike, labour dispute, industrial action of any kind, unavoidable accident, national calamity or riot, Act of God, the enactment of any Act of Parliament or the act of any other legally constituted authority, any cause or event arising out of or attributable to war, or any other cause or event (whether of similar or dissimilar nature) outside the reasonable control of the Parties.

(b) Purchaser shall not be liable for any delay in performing or failure to perform obligations if the delay or failure results from the Force Majeure Event and such delay or failure shall not constitute a breach of this agreement and the time for performance shall be extended by a period equivalent to that during which performance is so prevented provided that such delay or failure persists for not more than one (1) month. If the Force Majeure Event continues for more than one (1) month, Purchaser may by written notice to Supplier terminate the contract and such termination shall not constitute a breach of the contract.

(c) In the event of a suspension for the duration of the Force Majeure Event not exceeding one (1) month from the date of the Force Majeure Event, all obligations of Purchaser and such timelines under this agreement shall accordingly be extended for the same duration of the suspension.

(d) Upon termination of this agreement due to a Force Majeure Event, any goods if already delivered to Purchaser shall remain in its possession and Purchaser shall pay to Supplier the equivalent amount for the goods already delivered in accordance with this agreement. If any goods have not been delivered to Purchaser (whether or not delivery of such goods was already due prior to the Force Majeure Event), Purchaser shall not be required to pay to Supplier any further payments in respect of such undelivered goods and Supplier shall not be required to continue delivery of such goods. Supplier shall have no right whatsoever to claim against Purchaser for any damages, costs, losses, expenses in respect of such undelivered goods.

7. Purchaser shall only accept partial delivery following express 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 Guarantee/Warranty, Dealer Issues

1. Supplier guarantees that all deliveries/performances conform with the pertinent statutory provisions and rules and regulations of authorities, liability insurance associations and trade associations. If deviations from these statutory provisions and/or rules and regulations are necessary in individual cases, Supplier must obtain prior written consent from Purchaser.

The responsibility of the supplier for all deliveries/performances shall neither be excluded nor limited by this consent nor by any other approvals or other declarations on our part. Where the Supplier has reservations about the type of execution required by Purchaser, he shall immediately notify Purchaser in writing.

2. The Supplier undertakes to make use, within his financial and technical means, of environmentally friendly products and procedures for his 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 his statutory obligations of disposal. The Supplier shall issue a certificate of inspection for the delivered goods at our request.

Purchaser shall be entitled (but not obliged) to inspect all goods delivered by the Supplier. Purchaser shall not be deemed to have accepted the goods:

(a) because Purchaser has had a reasonable opportunity of examining the goods; or

(b) after the lapse of a reasonable time and Purchaser retains the goods without intimating to the Supplier that Purchaser has rejected them.

Supplier shall ensure that his insurer, in respect of the public liability insurance (as set out in § 9 No. 2 below) taken out, accepts the aforementioned amendment of the statutory liability provisions without impairing the existing cover offered by his public liability insurance. The Supplier shall, at our request, immediately furnish certification to this effect from his insurers.

4. All defect claims (including any statutory claims) shall accrue to Purchaser to their full extent (including consequential damage from defect). Without prejudice to Purchaser's right to defect claims, Purchaser shall also be entitled at its discretion to request for the elimination or rectification of defects by the Supplier or the delivery of a new/replacement item to any location (including the place at which the defective product was used); this shall also

apply in the case of contract work. Purchaser expressly reserves the right to claim compensation from Supplier, including compensation in lieu of Supplier's performance of its obligations under this § 8 No. 4.

6. Where Supplier fails to satisfy his obligations under § 8 No. 4 above within a reasonable period of time set by Purchaser, the latter shall, without prejudice to all its other rights in respect of other existing defects, be entitled to:

(a) itself perform any necessary measures in relation to Supplier's obligations under § 8 No. 4 above at the full cost, expense and risk of Supplier; and/or

(b) arrange for third parties to perform Supplier's obligations under § 8 No. 4 above at the full cost, expense and risk of the Supplier.

Purchaser shall additionally be entitled to, on its own accord, eliminate or rectify defects at Supplier's expense in cases of imminent danger or special urgency.

The limitation period for claims in respect of material defects shall be for a period of 36 months commencing from the point where the risk of the goods is transferred to Purchaser in accordance with the Delivered Duty Paid (DDP) basis as defined in the Incoterms@2010 ("Transfer of Risk").

In the case of spare parts the limitation period for claims in respect of material defects shall be 36 months commencing from the installation or commissioning of the goods, but shall come to an end at the latest 4 years from the Transfer of Risk. In respect of goods which are ordinarily used in a building, the limitation period for material defects for such claims shall be for a period of 5 years commencing from the date of delivery of such goods to Purchaser's customers.

7. For all goods that have been rectified or replaced in accordance with § 8 No. 4 and No. 5 above, the limitation period (i.e. the limitation periods set out in § 8 No. 5 above) for claims in respect of material defects in such goods shall commence from the date where such goods were completely rectified or the replacement goods were delivered to Purchaser's customers.
8. The Supplier shall be liable for all the costs, expenses and risk involved in the return of defective goods, as well as those costs incurred by Purchaser due to such defectiveness of the goods (including all costs of processing, transport, infrastructure, labour, staffing and materials).
9. If the Supplier is a dealer and not the manufacturer of the goods, the Contractor will inform Purchaser of this immediately. The following shall also apply:

The Supplier guarantees that Purchaser will be put in a position with respect to any warranty and other rights based on defectiveness (material and legal defects) of the goods as if Purchaser had ordered directly from the manufacturer.

In relation to all rights or claims against the manufacturer for the defectiveness of goods, Purchaser shall be subrogated to any rights or claims which Supplier may have against the manufacturer and Supplier shall assign all such rights or claims to Purchaser. Supplier guarantees that such rights or claims have not been assigned, charged, encumbered, transferred, excluded, disposed or dealt with in any other way.

§ 9 Quality, Product Liability

1. Supplier shall implement state-of-the-art quality assurance appropriate in type and scope (suitable quality management system e.g. DIN EN ISO 9000 ff) and provide Purchaser with proof of this on demand. Supplier shall additionally conclude a quality assurance agreement with Purchaser as required. Purchaser shall reserve the right to perform on-site testing to check the efficacy of the said quality management system.
2. Supplier shall fully and effectually indemnify and keep Purchaser indemnified from and against all actions, proceedings, claims, demands, damages, costs, losses, expenses, made against or suffered or incurred by Purchaser which arise out of or are in relation to product defects. For the avoidance of doubt, this indemnification shall include Supplier's obligation to reimburse any costs or expenses incurred by us from or in connection with a recall campaign. Purchaser shall inform Supplier of the content and extent of such recall measures as far as this is possible and what duties and responsibilities can be reasonably expected of Supplier in respect of such a recall. Without prejudice to the foregoing, Purchaser shall offer Supplier the opportunity to comment in this regard. All other statutory claims shall remain unaffected thereby.
Supplier undertakes to maintain at all times, during the term of the present agreement and until the expiry of the limitation period for any relevant defect, product liability insurance including an appropriate level of cover for the risk of recall, offering an insured sum of at least €5 million for each instance of personal injury/damage to property on a lump-sum basis. In the event that there are any further claims to compensation which accrue to Purchaser, they shall remain unaffected thereby. Supplier shall on request immediately provide Purchaser with written evidence documenting the conclusion and maintenance of such insurance.
3. § 8 (in particular § 8 item 3), shall additionally apply to § 9.



§ 10 Property Rights

1. 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. Supplier shall fully and effectually indemnify and keep Purchaser and its customers indemnified from and against all actions, proceedings, claims, demands, damages, costs, losses, expenses, made against or suffered or incurred by Purchaser and its customers which arise out of or are in relation to any third-party claims for the infringement of property rights.
3. Purchaser shall be entitled at 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 (as defined in § 8 No. 5 above).

§ 11 Social Responsibility and Environmental Protection, Behaviour Codex, Compliance with the Minimum Wage Act by the 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 his 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 for man and his environment during performance of his activities.

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

The Supplier is asked to avoid making gifts to staff employed by ZIEHL-ABEGG. Conventional presents or invitations of minor value shall constitute an exception to this rule.

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 from Section 11/1 of the Labor Protection Act, B.E. 2542 (1999) of Thailand if and insofar as the Supplier or his sub-suppliers

do not pay or do not fully pay the proper wage. The Supplier shall therefore guarantee that he and his sub-suppliers will pay at the wage in a timely manner and to the full to his employees. In the event that claims are made against ZIEHL-ABEGG by an employee of the Supplier or an employee of a contracted sub-supplier, regardless of rank or personnel to pay the wage as a deemed employer, the Supplier shall release ZIEHL-ABEGG from these claims already now.

In addition, the Supplier is liable to ZIEHL-ABEGG for all damages incurred by ZIEHL-ABEGG from the Supplier's failure to keep the above promise.

If the Supplier culpably violates Section 11/1 of the Labor Protection Act, B.E. 2542 (1999) of Thailand and/or the obligations agreed in this respect, ZIEHL-ABEGG shall be entitled to cancel the business relation or the pertinent individual contracts without notice.

§ 12 Final Provisions

1. Supplier shall not be entitled without our prior written consent to assign the contract either partially or in its entirety to third parties; this shall also apply to any awards to sub-contractors or sub-suppliers intended by Supplier.
2. Unless agreed otherwise, the place of fulfilment for the delivery obligation the forwarding address or forwarding office desired by ourselves; for all other obligations of both parties the place of fulfilment is Singapore
3. Where Supplier is unable to pay its debts as they fall due or a temporary trustee in bankruptcy is appointed or insolvency proceedings are instituted against Supplier's assets, Purchaser shall be entitled to terminate the contract either partially or in its entirety. In the event the contract is terminated either partially or in its entirety, Supplier shall have no claims, demands, actions, causes of action or remedies, which arise out of or are in relation to the contract.
4. The language of the contract shall be English. If the parties to the contract use another language in addition to English, and in the event of any ambiguity or inconsistency between such language and English, the English wording shall prevail and have priority.
5. The parties hereby irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of Singapore, in any action or proceeding arising out of or relating to the contract. The parties agree that nothing as set out herein shall affect Purchaser's right to bring proceedings in any other courts of competent jurisdiction as Purchaser may

elect (including at the Supplier's principal place of business) and that legal proceedings in any one or more jurisdictions shall not preclude legal proceedings in any other jurisdiction. Supplier agrees to waive any right to challenge the jurisdiction(s) elected by Purchaser.

6. This Terms and Conditions of Purchase shall be governed by and construed in accordance with the laws of Singapore. The application of (i) the United Nations Convention on Contracts for the International Sale of Goods and (ii) Sections 14(2C) and 35 the Sale of Goods Act (Cap. 393), are expressly excluded. The parties agree that all goods supplied by Supplier to Purchaser shall correspond with the description and all other statutorily implied terms under the Sale of Goods Act (Cap. 393) shall continue to apply.
7. If any provision of this Terms and Conditions of Purchase or part thereof is rendered void, illegal or unenforceable under any law, it shall be rendered void, illegal or unenforceable to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions of this Terms and Conditions of Purchase.



The Royal League