

Movement by Perfection

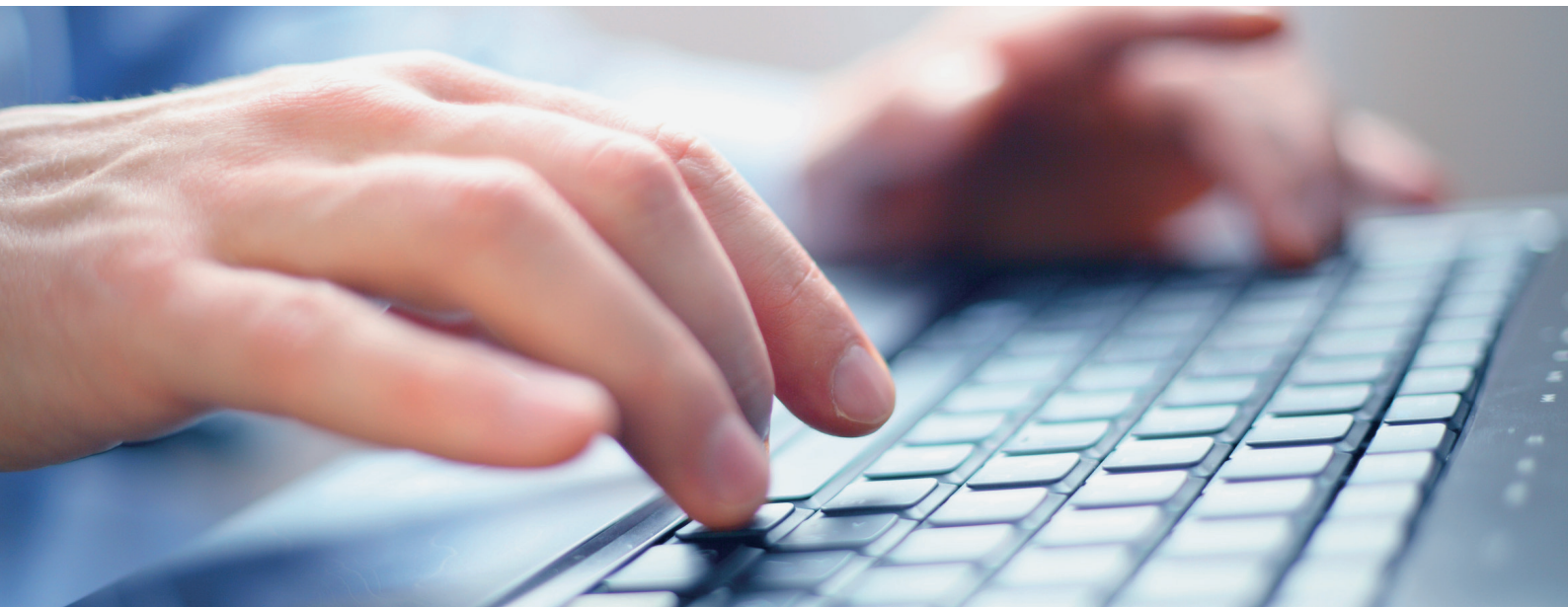


The Royal League in ventilation, control and drive technology

# General Terms and Conditions of Purchase

December 2023

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



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## General Terms and Conditions of Business of ZIEHL-ABEGG s.r.o.

### § 1 Validity of the terms and conditions

1. Our general purchasing terms and conditions apply exclusively to all business relations with Ziehl-Abegg and are deemed to constitute an integral part of all purchasing contracts concluded with us; conditions of the supplier (hereinafter also referred to as the seller or contractor) which contradict or differ from those of Ziehl-Abegg (hereinafter also referred to as the purchaser or customer) shall not be accepted, unless explicitly agreed in writing.

The purchasing terms and conditions also apply even though Ziehl-Abegg has accepted the supplier's performance without reservations, having already been aware of the different conditions. The provisions of Section 3 Clause 1 of these purchasing terms and conditions shall remain unaffected.

Ziehl-Abegg reserves the right to change or amend these general purchasing terms and conditions, even on a regular basis. The rights and obligations of the supplier shall be governed by the version of the terms during whose validity they were established. The current version of the general purchasing terms and conditions can be found at the website [www.ziehl-abegg.cz](http://www.ziehl-abegg.cz), which the supplier acknowledges.

Our orders always contain reference to the general business terms and conditions. The supplier accepts these general business terms and conditions upon the acceptance of an order or upon the commencement of production of the ordered goods, upon the shipment of the goods, or any other first act taken towards the delivery of goods to Ziehl-Abegg, whichever comes first.

2. Within the meaning of Section 1740 Para 3 and Section 1751 Para 2 of the Civil Code, the conclusion of a contract amending or deviating from these terms and conditions, or referring to different terms and conditions, is excluded; the acceptance of an offer under the aforementioned circumstances shall always constitute a brand new offer, even though the conditions of the offer remain basically unchanged. The conclusion of a contract upon the acceptance of an offer based on other business terms and conditions is excluded. The conditions of the contract stipulated during contract negotiations can only be changed via a declaration of will made in the same or stricter form.

3. These purchasing terms and conditions are only binding on businesspersons (Section 420 et seq. of the Civil Code).

### § 2 Orders

1. Orders are only valid if placed in writing, by fax or e-mail. Each order must be acknowledged by the supplier, unless an explicit agreement exists that acknowledgement of the order is not required. Our orders are valid for 14 days, before expiring.
2. Ziehl-Abegg reserves the ownership right and copyright to all illustrations, calculations and other materials; these materials cannot be disclosed to third persons without the prior explicit consent of Ziehl-Abegg. These materials can only be used for the production of goods based on our orders; they shall be returned without notice to Ziehl-Abegg upon completion of the order. The supplier is obliged to ensure the confidentiality of these materials and prevent their disclosure to third persons. In any event, any right of lien is excluded with regard to these materials.
3. All offers submitted by the supplier, as well as all activities related to such offers, are free of charge.
4. The supplier shall ensure the confidentiality of all the business and commercial secrets of Ziehl-Abegg, which includes all documents and other information provided to the supplier by Ziehl-Abegg. This confidentiality obligation shall survive the full performance of a contract. Sub-suppliers, if any, shall have the same obligation. Should the supplier find out that confidential information has been made available to an unauthorised third person or that a confidential document has been disclosed, the supplier shall immediately notify Ziehl-Abegg in writing.

The supplier is also obliged to keep confidential the conclusion of the contract; using our company in references requires prior written approval.

5. Ziehl-Abegg is entitled to request changes to the subject matter of the contract even after the contract has been signed, as long as this is reasonable. In the event of any such change, the contracting parties shall duly take into account the consequences, especially regarding costs and delivery terms.

### § 3 Prices, shipment, packing, international transactions, international trade controls

1. Agreed-upon prices are fixed and final; any subsequent claims regarding prices are excluded. Where prices are not stipulated in an offer, they must be quoted as binding in the order confirmation. In such case, the contract shall be deemed concluded after we have approved the prices in writing.
2. Packaging and transportation to the required destination or to the address of the place of use, as well customs clearance costs and duties shall be deemed included in the price. Each delivery must be cleared; the Delivery Duty Paid (DDP) rule pursuant to Incoterms®2010 shall apply.
3. The number of the respective order must be stated in all forwarding notices, loading sheets, invoices and all forms of correspondence with us. Ziehl-Abegg will only process invoices containing the correct order number or any other data as explicitly required; the supplier is responsible for all consequences arising from the failure to comply with this obligation, unless they can prove that they are not liable.
4. Ziehl-Abegg only undertakes to accept the quantity or number of pieces that were ordered as at the agreed-upon date of delivery. Deliveries containing fewer or more items require prior written agreement with us (typically in writing).
5. Goods are shipped at the supplier's risk. The effects of the handover of things to us, as the purchaser, accrue once the thing has been provided to us by the forwarder. The risk of damage to the goods, including destruction, remains with the supplier until delivery to the delivery address specified by us, or to the place of use of the goods. As for the place of performance, Section 12 Para 2 of these general purchasing terms and conditions shall apply.
6. The obligations of the supplier with regard to the repurchase of packaging materials are governed by the applicable legislation. Goods must be packed in such a manner so as to prevent damage during transportation. Packaging materials may only be used in the minimum quantity necessary to achieve the aforementioned purpose. All packaging and filling materials must be environmentally friendly and recyclable. If, according to an explicit agreement with us, packaging materials are charged to us in exceptional cases, Ziehl-Abegg is entitled to send them back to the supplier for a previously agreed-upon reimbursement.
7. A delivery note and a VDA consignment label (Verband der Autoindustrie, the German Association of the Automotive Industry) must be provided with each shipment.

Each delivery note must contain the following data: total quantity of goods delivered; all data contained in the order, especially the order number, position and the correct unloading location. The VDA consignment label must have a Code 39 barcode according to standard number 4902, version 4. The identification of the shipment must be done as follows: the total shipment and its individual components by delivery note; individual packages (e.g. palette, mash box, tank, large carton etc.) by VDA label; part or partial volume inside (bag, roll, package etc.) must be indicated by a volume and drawing number according to the applicable technical regulation. For more information, refer to the document "Directives for Suppliers".

8. In the event of the cross-border delivery of goods, the supplier must submit a customs invoice upon the shipment for the purpose of customs clearance. This invoice must be issued in English or in the language of the country of destination; it must contain the following data: names and phone numbers of contact persons of the seller and purchaser who are familiar with the transaction; the purchaser's order/job number; accounting items of the purchaser's job; number of consent (in the case of framework contracts); part numbers and descriptions; unit prices in the currency of the transaction; quantity; INCOTERM or Incoterms®2010 and identification of the location; country of origin and the number of the customs tariff of the goods. Furthermore, the invoice must list all goods and services provided by the purchaser to the seller for the purpose of manufacturing of goods in question, as long as these goods and services are not included in the price (e.g. materials, tools etc.). Each invoice must also contain the number of the order in question or other references to commission goods, as well as all discounts and rebates that were taken into account when determining the invoiced sum.
9. If an agreement exists between the destination country and the seller's country on trade and customs conditions ("trade agreement"), the seller shall be obliged to cooperate with the purchaser with respect to testing the eligibility of the goods for special programmes whose effects would benefit of the purchaser; the seller shall provide the purchaser with the necessary documentation, within the meaning of the respective customs programme (e.g. EEC, the Lomé Convention, the EU-Mediterranean Partnership, the Generalised System of Preferences, the Free Trade Agreement between EU and Mexico, NAFTA etc.), in order to enable the duty-free import of goods into the country of destination (e.g. the EUR-1 certificate, preferential certificate of origin, FAD, NAFTA certificate of origin etc.). Similarly, if a trade agreement or customs programme exists that applies to the subject matter of the contract and, in the opinion of the purchaser, these agreements are beneficial for them, the seller shall be



obliged to cooperate with the purchaser in the course of the job in order to achieve such benefits, including benefits arising from counterperformance and set-offs. The seller acknowledges that any benefits and advantages shall be enjoyed by the purchaser in their entirety. The seller undertakes to reimburse the purchaser for all costs, sanctions, contractual penalties or fees incurred as a result of errors in documentation, or the failure on the part of the seller to cooperate with the purchaser in due time. The seller is obliged to inform the purchaser about any errors in documentation.

10. Where the Import Control System applies to the customs procedure, the supplier must comply with its conditions and submit to the customs authorities, in due time, the relevant customs data in the form of the Entry Summary Declaration.

#### 11. International trade controls

All transactions carried out within the framework of the supplier-purchaser relationship must conform to the applicable legislation and regulations on export control. The supplier is obliged to abide by the applicable legislation and regulations on export control at all times, even after notice of termination, or, if the obligations arising from the contractual relationship are performed in a different manner or terminated altogether.

### **§ 4 Export control, customs duties, supplier declaration and declarations of origin**

1. The supplier is obliged to inform us, in their business documentation, about any obligations to obtain permits for the (re)export of their goods in accordance with the applicable national, European, or U.S. export regulations, customs regulations and the export and customs regulations of the country of origin. To this end, the supplier shall include in their offers, order confirmations and invoices the following information for each item concerned:

- number of export list according to the Annex AL of the German regulation of foreign trade, or the comparable position of list of the applicable export lists,
- for goods from the USA, the ECCN (Export Control Classification Number) according to the U.S. Export Administration Regulations (EAR),
- trade policy origin of their goods and parts thereof, including technologies and SW,
- whether the goods have been transported across U.S. territory, manufactured or stored in the U.S. or produced using U.S. technologies,
- statistical number of the goods (HS code), and
- their contact person who can answer our possible

questions.

The supplier is obliged to provide to us in writing, at our request, all foreign trade data regarding their goods, and to inform us immediately in writing (prior to the delivery of the goods in question) about any changes in this data.

If an export permit has been sought, the supplier shall be obliged to provide to us a copy of this document containing all relevant data about the shipment, including any additional provisions that apply to Ziehl-Abegg, e.g. with regard to re-export. Data that does not apply to, and is not binding on, Ziehl-Abegg can be anonymised on the copy provided to us.

#### 2. Supplier's declaration, preferences

A material aspect of contracts concluded in accordance with these purchasing terms and conditions is the obligation to submit standing declarations regarding goods with preferential origin in accordance with the EU regulation valid at the time of delivery.

Should it become evident that the supplier's standing declarations are false or inconclusive, the supplier shall be obliged to submit to us, at our request, accurate and complete information sheets on the origin of the goods, endorsed by customs authorities.

3. Should our company or our customers be fined or sanctioned by customs authorities due to errors in our declarations on the origin of goods, or should our company or our customers suffer property losses as a result, and if this error is caused by inaccurate data on the origin of the goods provided by the supplier, the supplier shall bear full responsibility.

4. The supplier is obliged to obtain, at their cost and in due time, all export permits, licenses, consents etc., so that the goods are delivered in due time and used or re-used by Ziehl-Abegg according to the respective order.

### **§ 5 Reporting obligation, conflict minerals**

1. The supplier undertakes to comply with the rules stipulated by the Securities and Exchange Commission (SEC) with regard to conflict minerals. The supplier undertakes to familiarise themselves with the rules on conformity as defined in the Conflict Minerals Final Rule at 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 fulfil their reporting obligation towards us and adopt the measures arising from these rules.



2. The supplier undertakes to abide by the applicable regulations in the field of environmental protection, where they apply to the supply, with regard to the restrictions or the duty to inform regarding certain substances (cf. EC Regulation 1907/2006 REACH and the Directive 2011/65/EU of the European Parliament and of the Council on the restriction of the use of certain hazardous substances in electrical and electronic equipment, as amended). The supplier shall inform us immediately about any changes arising from the aforementioned regulations in the fitness or utilisation of materials, construction elements, final products or packaging pursuant to the aforementioned provisions.
3. Should the supplier fail to fulfil their obligations arising from this section, or in the case of inaccurate data, the supplier shall hold us harmless from third persons' claims and reimburse us for any damage so incurred.
2. Invoices shall be settled in a manner typical within the framework of business transactions; within 14 calendar days with a 3% discount, or within 90 calendar days as a net payment, calculated after the delivery of the goods and the receipt of the invoice.
3. Should the subject matter of delivery include the provision of material test certificates, or if the supplier is obliged to submit other documents pursuant to the applicable legislation or contract, these documents shall form an integral part of the delivery and must be supplied to us along with the goods.
4. We shall enjoy an unlimited right of setoff or right of lien at all times.

## § 6 Invoicing and payments

1. If possible, invoices shall be sent to us by e-mail, with all relevant documentation attached, upon the completion of delivery to [invoice@ziehl-abegg.cz](mailto:invoice@ziehl-abegg.cz). Alternatively, invoices can be delivered in one copy, printed on white paper, size DIN A4. The invoicing address shall at all times be as follows: Ziehl-Abegg s.r.o., Škrobářenská 485/14, 617 00 Brno, Czech Republic.

The tax document (invoice) must contain all data typically required in a tax document pursuant to the provisions of Section 29 of Act No. 235/2004 Coll., on Value Added Tax, and Section 435 of Act No. 89/2012 Coll., the Civil Code. Should any data stipulated by law or the applicable contract be missing in the tax document (invoice), we are entitled to return it prior to the due date and the supplier shall be obliged to issue a new tax document (invoice) with a new due date. The bank account on the tax document must be disclosed in a manner enabling remote access pursuant to Section 96 of the Act on Value Added Tax. If, at the time of taxable supply, information is disclosed by the tax authority in a manner allowing remote access that the provider of the taxable supply is an unreliable payer within the meaning of Section 106a of the Act on VAT, or if the payment for the taxable supply provided in the Czech Republic is to be transferred, in whole or in part, to a foreign account, the beneficiary of the taxable supply, i.e. the lessee, is entitled to transfer the amount corresponding to VAT directly to the bank account of the tax authority pursuant to Section 109a of the Act on VAT.

We cannot process invoices sent by fax! In the case of early deliveries, Ziehl-Abegg reserves the right to make the payment in accordance with the original payment terms.

## § 7 Delivery terms, delays on the part of the supplier, force majeure

1. The delivery terms stated in the order are binding.
2. The supplier is obliged to inform us immediately about any actual or imminent conditions suggesting that the agreed-upon delivery terms cannot be met, and indicate the anticipated duration of the delay. The supplier is obliged to adopt, at their cost, all measures to meet the deadline or to make the delay as short as possible.
3. In the event of delayed delivery, we shall be entitled to assert our rights as guaranteed by law. In particular, Ziehl-Abegg has the right to withdraw from the contract upon the expiry of a reasonable grace period. The supplier is responsible for all damages arising from the delay. The supplier is fully responsible for delays on the part of their sub-suppliers.
4. In the event of delayed delivery, the supplier undertakes to pay to Ziehl-Abegg a contractual penalty corresponding to 0.1% of the value of the delayed delivery, excluding VAT, for each day of the delay, up to 20% of the value of the delayed delivery, excluding VAT. Payment of the contractual penalty does not affect the right to claim damages.
5. The supplier may only claim a lack of cooperation on our part or a failure to provide certain things on our part if the supplier has sent a written reminder and Ziehl-Abegg has not fulfilled its obligation during a reasonable time period.
6. Force majeure events, including strikes, shall relieve us of liability for delayed performance while the force majeure circumstances last, and as long as the force majeure event affects the performance of our obligations. In particular, Ziehl-Abegg shall be released from the



obligation to accept the ordered goods. We shall be entitled to withdraw from the contract if the ordered performance is no longer utilisable due to the force majeure event and its consequences, considering the economic aspect of the business transaction.

7. Ziehl-Abegg shall accept partial deliveries only upon prior written agreement. If partial deliveries are agreed, the supplier shall state the remaining volume to be delivered and the date of delivery of the remaining goods.

## **§ 8 Warranty, liability for defects and the so-called “trader’s subject”**

1. The supplier ensures that the construction of the subject matter of the deliveries and the quality of all services shall conform to the most recent state of technology and to the applicable provisions of the relevant legal regulations and directives of state authorities, professional associations and unions. Should deviations from these regulations be necessary in individual cases, they require our prior written approval. The supplier’s liability for goods and services shall remain unaffected by the aforementioned approval or other approvals or declarations made by us. Should the supplier have doubts regarding the method of construction of the subject matter of the delivery or the performance required by Ziehl-Abegg, the supplier shall notify Ziehl-Abegg in writing immediately. The limitation period with respect to claims arising from the guarantees above is ten years.
2. The supplier undertakes to utilise environmentally friendly products and procedures in the course of their performance, as well as for subcontracts or secondary performance by third parties, subject to the principles of economic efficiency and technical capacities. The supplier guarantees that goods and packaging conform to all regulations in the field of environmental protection. The supplier is liable for all damage resulting from a breach of obligations related to waste disposal. At our request, the supplier shall issue a certificate for the goods supplied.
3. The contracting parties have agreed that there shall be no incoming goods inspection at Ziehl-Abegg. The purpose of the incoming goods inspection shall be deemed fulfilled by the final inspection by the supplier before shipping. It is assumed that goods, once received, will be forwarded pursuant to Section 2105 Para 2 of the Civil Code, without first being inspected by Ziehl-Abegg. To this end, the contracting parties exclude the application of Section 2103, Section 2104 and Section 2015 Para 1 of the Civil Code and agree that Ziehl-Abegg shall enjoy a 30-day period to inspect the goods. If necessary, the supplier shall make sure this provision does not interfere with their product liability insurance.
4. Ziehl-Abegg shall have full legal rights arising from product liability and the resulting damage. In any event Ziehl-Abegg is entitled, at their discretion, to request the repair of defective goods or the delivery of new goods, also to the place of use of the goods; Ziehl-Abegg can also withdraw from the contract or request a discount. The right to claim damages shall remain unaffected.
5. Should the supplier fail to remove the defects or not supply perfect goods during a reasonable grace period stipulated by Ziehl-Abegg, Ziehl-Abegg may adopt the necessary measures on its own or via a third person, at the supplier’s cost and risk, without affecting the liability for defects. Ziehl-Abegg is entitled to remove the defect or to have it removed, at the supplier’s cost, for fear of the risk of default or due to urgent matters. The limitation period with regard to defect liability claims shall be four years, counted from the day of the transfer of risks to the goods. The limitation period with respect to claims arising from defective spare parts shall be 4 years, counted from the day of installation or commencement, or in any event no more than 5 years from the transfer of risk to the goods. Claims arising from construction defects or a thing normally used for construction, or to be used in construction, shall be 5 years from the transfer of risk to the goods.
6. For repaired parts or substitute performance, the limitation period with respect to claims arising from defective goods shall commence upon the delivery of repaired or replacement parts or new goods. If the takeover of goods has been arranged, the limitation period shall commence on the date of successful takeover.
7. The supplier shall bear the costs and risk associated with the sending back of defective products, as well as costs incurred by the customer due to the defective product (especially the costs of processing, transportation, personnel costs and material costs).
8. Non-compromising of customer-manufacturer relations (“trader’s subject”). If the supplier is a trading entity and not the manufacturer of the goods, the supplier shall notify Ziehl-Abegg immediately. The following shall also apply: The supplier guarantees that the position of the customer with regard to the warranty and other claims arising from factual or legal defects of the goods shall be that of a party who orders the goods directly from the manufacturer; and in any event within the framework stipulated by law. The supplier shall assign to the customer all claims enjoyed by the supplier towards the manufacturer(s) arising from factual or legal defects to the subject matter of the contract. The supplier guarantees that the aforementioned claims have not been excluded or withdrawn.

9. The supplier undertakes to grant a warranty period of at least two years with respect to the quality of the goods supplied, unless otherwise explicitly agreed. Ziehl-Abegg reserves the right to refuse to accept goods and withdraw from the contract in the event of absence of the warranty as stipulated by this provision.
2. The supplier shall indemnify Ziehl-Abegg and their customers, at first request, against third-party claims arising from the infringement of their rights, and shall bear all costs incurred in this regard.

## **§ 9 Quality, product liability**

1. The supplier is obliged to adopt and implement a suitable quality management system corresponding to the most recent technical knowledge (e.g. DIN EN ISO 9000 and later versions), and prove to Ziehl-Abegg the existence of this system upon request, or to enter into a contract on quality assurance with Ziehl-Abegg. Ziehl-Abegg reserves the right to conduct an on-site inspection of the effectiveness of this QMS.
2. If the supplier is liable for damage caused by a defective product, the supplier undertakes to indemnify and hold harmless Ziehl-Abegg, at first request, against any claims of third parties based on damages caused by the product. Within the framework of the liability for damage caused by defective products, the supplier undertakes to reimburse us for costs incurred with respect to actions undertaken in order to recall, as a precaution, the affected products for repair, or in relation to this process. The contents and scope of the measure to be taken will be disclosed to the supplier by Ziehl-Abegg, as long as it can be reasonable expected, and the supplier will be given the opportunity to comment. Other statutory claims shall remain unaffected. The supplier undertakes to take out product liability insurance which shall cover the costs of the recall procedure to a reasonable amount, but in any event at least CZK 5 million to cover bodily injury and property damage; and to maintain this insurance during the term of the contract, i.e. until the expiry of the limitation period with regard to the liability for defects. Should Ziehl-Abegg be entitled to claim damages exceeding the insurance cover, these rights shall remain unaffected. The supplier is obliged to prove to Ziehl-Abegg, at first request, the existence of said insurance contract.
3. Other matters are governed by Section 8, especially clause 3.

## **§ 10 Third-party rights**

1. The supplier guarantees that their supplies are not covered by copyright or third-party intellectual property rights and that the supply and use of the subject matter of their deliveries will not constitute any infringement of patents, licenses or other third-party rights.

3. Ziehl-Abegg is entitled to seek, at the supplier's costs, the right to use the affected subject matter of the performance and the affected services.
4. The limitation period with regard to claims arising from the legal defects of goods shall be five years from the transfer of risks of damage to the goods.

## **§ 11 Social responsibility, environmental protection, compliance with minimum wage laws by the supplier, Business Partner Code of Conduct**

1. The supplier undertakes to abide by the applicable national laws and regulations. With respect to their corporate responsibility, the supplier undertakes to protect human rights in the course of the production of goods or provision of services, as well as to comply with labour-law regulations. Furthermore, the supplier shall avoid and refrain from discrimination, forced labour, child labour and activities having adverse effects on humans and the environment. The supplier undertakes not to tolerate any form of corruption or bribery, and to refrain from the aforementioned actions. We ask that the supplier not offer gifts to the employees of Ziehl-Abegg, with the exception of occasional small gifts or entertainment of reasonable value. The aforementioned provision also applies to transactions with other business partners (own supplier chain, agents, employees, competitors and public administration authorities).
2. The supplier undertakes to pay, and to make sure their sub-suppliers pay, salaries in the agreed-upon amounts and in due time, subject to the provision of the Labour Act and Government Decree No. 567/2006 Coll., on the Minimum Wage and the Lowest Levels of the Guaranteed Wage. The supplier further undertakes to avoid, and make sure their sub-suppliers avoid, illegal work. Should Ziehl-Abegg suffer any damage as a result of a breach of the aforementioned obligations arising from the applicable legislation, the supplier undertakes to reimburse Ziehl-Abegg in full. Furthermore, in the event of a breach of obligations by the supplier according to this clause, Ziehl-Abegg shall have the right to withdraw from all contracts concluded with the supplier.

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/cs/servis](http://www.ziehl-abegg.com/cs/servis). 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.

1. The supplier is not entitled to assign the rights and obligations arising from a contract with us, or the contract as a whole, to third persons without our prior written consent; the same shall apply if the supplier wishes to hire sub-suppliers.
2. Unless explicitly agreed otherwise, the place of delivery is the address given by us, or the place of use of the goods; the place of performance regarding other obligations of the parties is the registered office of Ziehl-Abegg.
3. Ziehl-Abegg is entitled to withdraw from all contracts with the supplier, should the supplier suspend its payments, a receiver is appointed to the supplier, or if the supplier is declared bankrupt.
4. The governing language of the contract is the Czech language, unless Ziehl-Abegg explicitly requests English or German. If the contract is executed in several languages, the Czech version shall prevail, unless otherwise agreed.
5. It is agreed that the court of applicable jurisdiction shall be determined based on the registered office of Ziehl-Abegg. However, Ziehl-Abegg may seek to enforce their rights in a court whose local jurisdiction corresponds to the registered office of the supplier.
6. All legal relations and claims arising between the contracting parties shall be governed by Czech substantive law. The contracting parties hereby exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
7. In the event of the partial or total invalidity, ineffectiveness or unenforceability of any provision of this contract, or in the event of any loopholes, the validity of the remaining provisions of the contract shall remain unaffected. The contracting parties have agreed to replace any such ineffective or unenforceable provision with an effective and enforceable provision as similar as possible to the original provision in terms of its purpose and meaning, and, in the case of a loophole, to the original intention of the contracting parties that would have been achieved had the parties considered the provision in question before concluding this contract.

## § 12 Final provisions

# The Royal League

