

Movement by Perfection

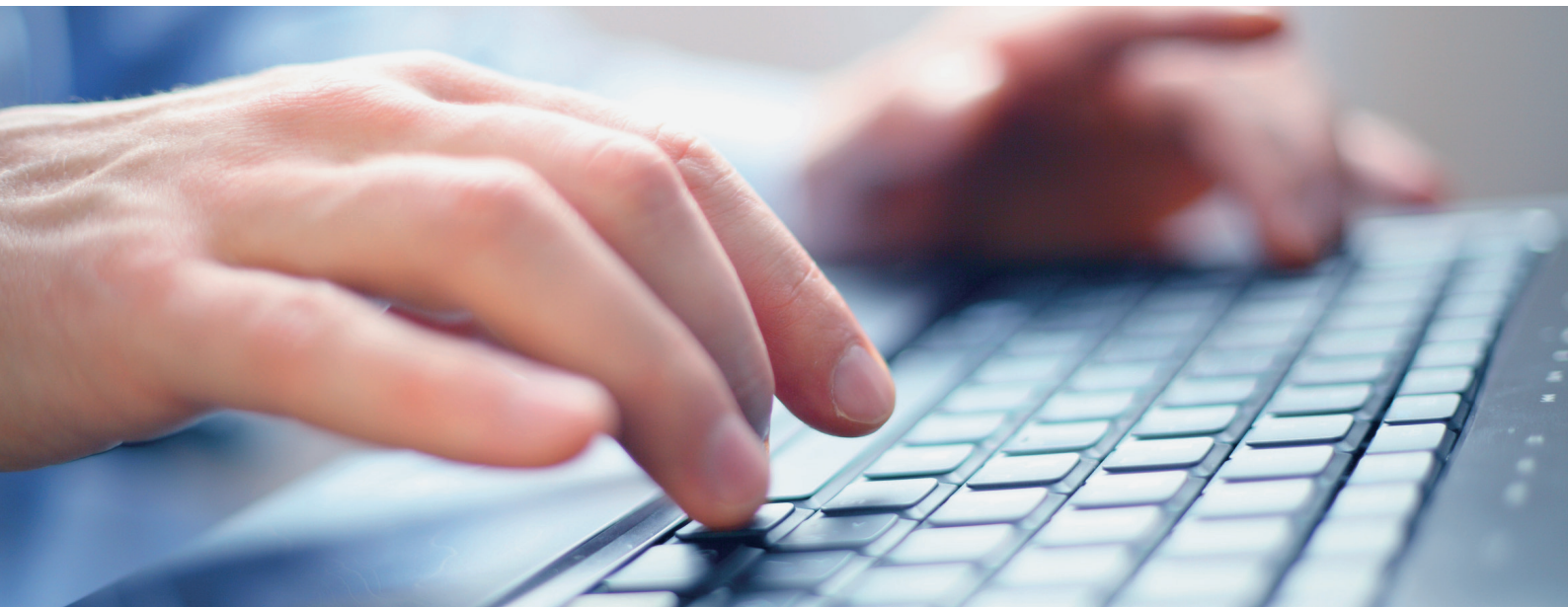


The Royal League in ventilation, control and drive technology

General Terms and Conditions of Purchase

December 2023

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



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	6
§ 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	7
§ 10	Property Rights	8
§ 11	Social Responsibility and Environmental Protection, Business Partner Code of Conduct	8
§ 12	Final Provisions	9

General Terms and Conditions of Purchase of ZIEHL-ABEGG Kft.

§ 1 General – Application

1. Only our General Terms and Conditions of Purchase ("GTCP") shall apply for the contracts concluded by ZIEHL-ABEGG as buyer (hereinafter also referred to as the "ZIEHL-ABEGG" or the "Purchaser"); terms and conditions of the supplier, vendor or contractor (hereinafter referred to as the "Supplier") that are either to the contrary or diverge from the GTCP shall not be recognised by ZIEHL-ABEGG unless ZIEHL-ABEGG has explicitly consented to their application in writing.

The GTCP shall also apply if the Supplier's delivery is accepted without reservation by ZIEHL-ABEGG in awareness of terms and conditions of the Supplier that are either to the contrary or diverge from the GTCP.

2. The GTCP shall also apply to all future transactions with the Supplier.
3. The GTCP shall solely apply vis-à-vis entrepreneurs ("vállalkozás") as defined in § 8 (1) 4 of the Hungarian Act No. V from 2013 on the Hungarian Civil Code (hereinafter referred to as the "Civil Code").

§ 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 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 14 (fourteen) days from the date of ordering, ZIEHL-ABEGG reserves the right to cancel the order without obligation. Regarding any damage caused by ZIEHL-ABEGG with the cancellation of the order in conformity with this section, ZIEHL-ABEGG excludes its liability towards the Supplier in line with section 6:152 of the Civil Code.

2. ZIEHL-ABEGG shall retain its ownership, intellectual property rights and any other rights (whatsoever nature) relating to all figures, drawings, calculations and other documents; same must be treated as business and trade secret and shall not be made accessible to third parties without the prior written consent of ZIEHL-ABEGG. Such figures, drawings, calculations and other documents shall

solely be used for the purpose of production and the due fulfilment of the order of ZIEHL-ABEGG and following the due fulfilment of the order they shall automatically be returned to ZIEHL-ABEGG. The Supplier shall have no retention right on such figures, drawings, calculations and other documents.

3. Unless otherwise agreed by ZIEHL-ABEGG in writing, the Supplier is not entitled to any fees for providing a quotation or proposal neither for any associated activity to ZIEHL-ABEGG.
4. The Supplier shall be obliged to keep all information received from ZIEHL-ABEGG confidential, including all documents made available to the Supplier by ZIEHL-ABEGG, in addition to other information forming the subject of communication. The confidentiality obligation shall also apply after the fulfilment of the order, the performance and the termination of the contract concluded with the Supplier. A corresponding obligation shall be imposed in writing on any sub-suppliers and subcontractors, to whom information is forwarded or information will be made available by the Supplier about ZIEHL-ABEGG or its business activity. 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, he shall notify ZIEHL-ABEGG in writing immediately.

The fact of the conclusion of the contract shall also be covered by the confidentiality undertaking of the Supplier; references may only be made with ZIEHL-ABEGG's prior written consent.

5. ZIEHL-ABEGG shall also be entitled to request changes to the subject of delivery following conclusion of the contract if fulfilment of the request can reasonably be expected from 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, Shipment, Packaging, International Transport, International Trade Control

1. The agreed prices are fixed prices and exclude additional claims of the Supplier of whatever nature are excluded. 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 existence until ZIEHL-ABEGG has given its written consent to the prices.

2. The prices shall include the costs of packaging and transport to the forwarding address or the place of use specified by ZIEHL-ABEGG, as well as costs incurred for customs and clearing formalities. Delivery shall be effected according to Delivered Duty Paid (DDP) ("vámfizetéssel leszállítva"), 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 is indicated in addition to any other information explicitly mentioned; the Supplier shall be accountable for all consequences resulting 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 it at a specific time of delivery. Deliveries which exceed or fall short of the specified quantity shall only be permitted where previously agreed with ZIEHL-ABEGG in writing.
5. Shipment shall take place at the Supplier's risk. The risk of any deterioration, including accidental perishing, shall thus remain with the Supplier until delivery to the forwarding address or forwarding office specified by us, irrespective whether the carrier will be hired by the Supplier or ZIEHL-ABEGG. The application of section 6:219 of the Civil Code shall be excluded. XII.2. of these GTCP applies with the regard to the place of performance.
6. The Supplier is obligated to collect and redeem the packaging with its personnel following the delivery. Goods must be packaged in such a manner which ensures avoiding any damage in transit. Packaging materials shall only be used to the extent necessary to achieve their purpose. It is permitted to make use of environmentally sustainable packaging and filling materials only 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 at its own cost but the Supplier shall be obliged to reimburse such cost following individual negotiation with ZIEHL-ABEGG.
7. A delivery note and an EKÁER-number (Electronical System for the Transport of Goods on Public Road, "Elektronikus Közútiáruforgalom-ellenőrző Rendszer") must be included with every shipment. If the goods arrive from the European Union, or from third countries to the territory of Hungary, ZIEHL-ABEGG shall be obliged to request an EKÁER-number. In this case, Supplier is obligated to make the following data and information available to ZIEHL-ABEGG: registration numbers of the means of transport; indication of countries where the means of transport are registered; exact place of loading; gross weight of the goods. 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 under download www.ziehl-abegg.hu.
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 and in Hungarian and must include the following data: name and telephone numbers of the Supplier's and ZIEHL-ABEGG'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 (10 digits TARIC-code). Moreover, all goods and services provided by the Supplier to the Purchaser 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. Invoices shall be issued to ZIEHL-ABEGG KFT., H-8700 Marcali, Ziehl-Abegg u. 1-2., VAT-number: HU11231240-2-14.
9. Where agreements exist between the destination country to which the goods are to be delivered and the country in which the Supplier is based in respect of preferential treatment in terms of commerce or customs duties („trade agreement“), the Supplier shall be obliged to cooperate with the Purchaser in examining the eligibility of goods for special programmes for the benefit of 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 beneficial by the Purchaser at any time during its execution, the Supplier shall be obliged to support the Purchaser in its efforts to realize such benefits, including the value of any countertrades ensuing from the purchase order or set-off, and the Supplier shall acknowledge that such benefits and preferential treatment shall solely accrue to the Purchaser. The Supplier is obliged to indemnify the Purchaser for any costs, fines, contractual penalties or charges resulting from the Supplier's inaccurate documentation or failure on the part of the Supplier to cooperate in a timely manner. The Supplier shall immediately notify the Purchaser of any errors in the documentation that it has become aware of.

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 as "Belépesi Gyűjtő Árunyilatkozat").

11. International Trade Controls

All transactions within the scope of the delivery relations must always meet the requirements of the respective 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 of the order and further, if the obligations within the scope of the business relations are fulfilled or cancelled in another way.

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

1. The Supplier is obliged to inform us of any approval obligations for (re-)exports of his goods in accordance with Hungarian; 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, the Supplier shall provide the following information at least in his quotes, order confirmations and invoices for the items of goods concerned:

- the export list number according to appendix AL ("Kettős Felhasználású Termékek Exportjegyzéke", "Common Export List of the Dual-Used Items") to the Commission Delegated Regulation (EU) No. 1382/2014 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 his goods and the components of his 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 (CN-code) of his goods, as well as
- a contact in his company for clarification of any inquiries by us.

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

Further, in case of the existence of any export license, Supplier shall provide a copy of that document ZIEHL-ABEGG, showing all relevant information relating to the delivery, including any provisos ZIEHL-ABEGG has to comply with, e.g., but not limited to cases of re-exports. Any information or provisos which are compliance obligations of ZIEHL-ABEGG, should expressly communicated by the Supplier to ZIEHL-ABEGG.

2. Supplier Declarations, Preference

An essential part of the contracts concluded on the basis of these GTCP is the obligation to submit long-term delivery declarations ("hosszú távú beszállítói nyilatkozat") for goods with a preferential origin property in accordance with the EC 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 faulty declarations of origin or if we or our customers suffer any other financial disadvantages as a result thereof and the error is due to an incorrect specification of origin of the Supplier, the Supplier will be fully liable.
4. Supplier shall be responsible for obtaining in time, 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 ZIEHL-ABEGG in accordance with the purchase order and that all deliverables can be made in due time.

§ 5 Reporting Obligations Conflict Minerals

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

The Supplier is obliged to comply with all the applicable EU laws and the relating guidelines adopted by the United Nations that aim to stop conflict minerals and metals from entering the EU.

The Supplier shall implement resulting reporting obligations and measures vis à vis us in a timely manner. In case of failure to do so or in case of incorrect information, the Supplier shall indemnify us from claims of third parties.

§ 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.hu. Alternatively, the invoices can be sent to us in single copy on white paper in DIN A4 format. All invoices must be issued without exception to the invoice address of ZIEHL-ABEGG KFT. in HU-8700 Marcali, Ziehl-Abegg u. 1-2., Hungary. Invoiced sent by fax will not be processed!

Please ensure that the invoices contain all the information required by section 169 of the Hungarian Act no. CXXVII of 2007 on Value Added Tax 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 ZIEHL-ABEGG once submitted in the proper form. ZIEHL-ABEGG reserves the right in the event of premature delivery to effect payment only once the due date is agreed by both parties.

2. Payment shall be made by ZIEHL-ABEGG by the normal commercial route, in line with the delivery/service and the receipt of the invoice, however, no later than 14 (fourteen) calendar days from the receipt of the invoice (in this case a 3% discount shall be applied) or no later than 90 (ninety) calendar days from the receipt of the invoice (in this case no discount shall be applied).
3. If 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 together with the invoice at the latest.
4. We retain the right of set-off and retention to the extent 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. The Supplier is obliged to inform us immediately in writing, should circumstances arise or become known to him which result in not being able to keep the agreed delivery date; at the same time he must state the probable duration of the delay.
3. In the event of any delay in delivery we hold the statutory claims in this regard. In particular ZIEHL-ABEGG shall be entitled to demand compensation instead of performance following fruitless expiry of a grace period set by ZIEHL-ABEGG. 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 borne by the Supplier.
4. In the event of delayed delivery ZIEHL-ABEGG shall be entitled to apply a contractual penalty amounting to 0.2 (zero point two)% of the net total value of the order per working day of delay up to a maximum of 8 (eight) % of the net total value of the order. ZIEHL-ABEGG may also apply the contractual penalty without making reservation until issue of the final invoice. Any claim to contractual penalty due to non-performance shall be offset against the purchase price.
5. The Supplier shall only be entitled to claim with respect to the absence of provisions to be made by us or other co-operation obligations if the Supplier has reminded us in writing and ZIEHL-ABEGG has failed to fulfil these obligations within a reasonable grace period.
6. Force majeure and industrial disputes shall release us from our obligation (whatsoever nature) for the duration of the disturbance and to the extent of its involvement. ZIEHL-ABEGG is wholly or partly released from the obligation to accept the ordered delivery/performance and accordingly entitled to withdraw from the contract if the delivery/performance is no longer usable under consideration of economic aspects due to the delay caused by force majeure or the industrial dispute.
7. ZIEHL-ABEGG shall accept partial delivery only 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 Guarantee/Warranty, Dealer Issues

1. The Supplier guarantees that all deliveries/performances conform to the state-of-the-art, the pertinent statutory provisions and rules and regulations of authorities, liability insurance associations and trade associations. If deviations from these regulations are necessary in individual cases, the Supplier must obtain written consent from ZIEHL-ABEGG. The responsibility of the Supplier for these deliveries/performances shall neither be excluded nor limited by this consent or by any other approvals or other declarations on our part. Where the Supplier has reservations about the type of delivery/performance required by ZIEHL-ABEGG, he shall immediately notify ZIEHL-ABEGG 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.
3. No incoming inspection of the delivered goods shall be performed by the ZIEHL-ABEGG according to section 6:127 of the Civil Code. The goods shall meet the criteria stipulated in section 6:123 of the Civil Code.

The Supplier shall ensure that his general liability insurance accepts the aforementioned amendment of the statutory liability provisions without impairing the existing cover offered by his public liability insurance. The Supplier shall at the Purchaser's request immediately furnish certification to this effect from his insurers.
4. The statutory defect claims shall apply 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 to its business establishment or at the place at which the product is used; this shall also apply in the case of contract work. ZIEHL-ABEGG explicitly reserves the right to claim compensation, in particular to compensation in lieu of performance.
5. Where the Supplier fails to fulfil his obligation of subsequent fulfilment within a reasonable period of time set by ZIEHL-ABEGG, ZIEHL-ABEGG shall be entitled to perform the necessary measures at the expense and risk of the Supplier itself – without prejudice to further liability for existing defects – or arrange for their performance by third parties.

ZIEHL-ABEGG shall additionally be entitled to itself eliminate defects 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 (thirty-six) months, calculated from the takeover of the relevant goods by ZIEHL-ABEGG. In the case of spare parts the limitation period for claims in respect of material defects shall be 36 (thirty-six) months from installation or commissioning, but shall come to an end at the latest 48 (forty-eight) months from the transfer of risk. Claims due to defects on a building or items which were or are usually used for a building and have caused its defectiveness, have a limitation period of 60 (sixty) months after delivery. The above deadlines do not affect the statutory provisions.

6. With respect to repaired/replaced parts the limitation period for claims in respect of material defects shall begin after the acceptance of the repair/replacement.
7. The Supplier shall assume the costs and risk involved in the return of defective items, as well as the costs incurred by ZIEHL-ABEGG due to their defectiveness (in particular costs of processing, transport, infrastructure, labour, staffing and materials).
8. No worsening of ZIEHL-ABEGG's position in comparison with procurement from the manufacturer (dealer issue)

If the Supplier is to be qualified as a dealer and not as a manufacturer, the Supplier will inform ZIEHL-ABEGG of this immediately. The following shall also apply:

The Supplier guarantees that the ZIEHL-ABEGG will be put in a position with respect to the warranty and other rights based on a defectiveness (material and legal defects) of the object of contract as if ZIEHL-ABEGG had ordered directly from the manufacturer and the affected rights at least are substantial.

The Supplier shall surrender his claims against the manufacturer(s) based on a defectiveness (material and legal defects) of the object of contract and shall put ZIEHL-ABEGG in a position to successfully bring its claims against the manufacturer(s), in line with section 6:168 of the Civil Code. The Supplier assures that these claims are not fulfilled or excluded.

§ 9 Quality, Product Liability

1. The 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 ZIEHL-ABEGG with proof of this on demand. The Supplier shall additionally conclude a quality assurance agreement

with ZIEHL-ABEGG if required. ZIEHL-ABEGG reserves 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, he shall be obliged upon first demand to indemnify ZIEHL-ABEGG in respect of third-party claims for compensation.

Within the scope of his liability for damages in the aforementioned sense, the Supplier is also obliged to reimburse any expenses incurred by us from or in connection with a recall campaign. 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, further it shall offer him the opportunity to comment in this regard. All other statutory claims remain unaffected thereby.

The Supplier shall undertake to maintain product liability insurance including an appropriate cover for the risk of recall, offering however an insured sum of at least EUR 5 (five) 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; the further claims of ZIEHL-ABEGG for payment of damages or compensation remain unaffected hereby. The Supplier shall upon request immediately provide ZIEHL-ABEGG with written evidence documenting the conclusion and validity of such insurance.

3. Section VIII, especially section VIII item 3, shall additionally apply.

§ 10 Property Rights

1. The Supplier guarantees that all deliveries are free of third-party property or any kind of other rights and claims. In particular the Supplier guarantees that delivery and use of the subject of delivery do not infringe patents, licences or other property rights of third parties.
2. The Supplier shall indemnify ZIEHL-ABEGG and its 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 (five) years from the handover of the goods.

§ 11 Social Responsibility and Environmental Protection, Business Partner Code of Conduct

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

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 people and environment during performance of his activities.

The Supplier confirms that it 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).

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

If the Supplier culpably violates the above laws and/or the obligations agreed in this respect, ZIEHL-ABEGG shall be entitled to terminate the business relation or the pertinent individual contracts without notice.

2. 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/hu/szerviz. 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.
- instituted against his assets, ZIEHL-ABEGG shall be entitled to withdraw from the contract (extraordinarily) with immediate effect either partially or in its entirety.
5. The language of the contract shall be Hungarian. If the contract parties use another language in addition, the Hungarian wording shall have priority.
 6. The courts of Hungary will have non-exclusive jurisdiction to adjudicate any dispute arising under or in connection with the contract. ZIEHL-ABEGG shall however also be entitled to bring actions at the Supplier's principal place of business.
 7. Hungarian material law is applicable to the contractual and other relations between the contracting parties; UN Law on the International Sale of Goods is excluded.

§ 12 Final Provisions

1. The 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 subcontractors or sub-suppliers hired by the Supplier.
2. Parties may amend or deviate from the terms of this GTCP by mutual written consent.
3. Unless agreed otherwise, the place of fulfilment for the delivery obligation is the forwarding address or forwarding office desired by ZIEHL-ABEGG; for all other obligations of both parties the place of fulfilment is Marcali, Hungary.
4. Where the Supplier ceases payments, a temporary trustee in bankruptcy is appointed or insolvency proceedings are

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