

# **GENERAL CONDITIONS OF PURCHASE WÜRTH AG**

**Guidelines for dealing with suppliers at Würth AG.**

This guideline is a binding requirement for dealing with suppliers at Würth AG.

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Würth AG is guided by the Würth Group's gender guidelines in the wording of this document.

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## 1 SCOPE

- 1.1 Unless special conditions to the contrary have been agreed, the following conditions shall apply to contracts between Würth AG (hereinafter referred to as Würth AG) and suppliers in the context of the goods and services business, including future contracts. The initial or subsequent invalidity of individual clauses of these Conditions of Purchase and any other agreements made shall not affect the validity of the remaining clauses. The same shall apply if individual conditions do not become part of the contract. If individual clauses are invalid, the suppliers shall be obligated to replace the invalid provision with one that is equivalent in terms of the intended commercial success.
- 1.2 The supplier shall be notified in writing of any amendments to these General Conditions of Purchase. They shall be deemed approved if the supplier does not raise an objection in writing. The supplier must notify Würth AG of the objection in writing within 20 (twenty) working days of being notified of the change.

## 2 CONCLUSION OF A CONTRACT

- 2.1 Würth AG shall place orders exclusively on the basis of its General Conditions of Purchase. Other conditions shall not become part of the contract, even if Würth AG does not expressly object to them. If Würth AG accepts the delivery/service without making an express objection, it shall in no way be inferred from this that Würth AG accepts the supplier's terms of delivery. When submitting quotes, the supplier must declare agreement with Würth AG's General Conditions of Purchase. If no such express declaration is made, fulfilment of the order shall in any case be deemed to constitute acceptance of Würth AG's General Conditions of Purchase. These General Conditions of Purchase shall also apply to all future contractual relationships with the supplier.
- 2.2 If the supplier prepares a quote on the basis of an enquiry from Würth AG, it must adhere exactly to the enquiry from Würth AG and expressly point out any deviations. Such deviations shall only be deemed accepted if they are confirmed in writing by Würth AG. The principles regarding silence in response to a commercial letter of confirmation shall be waived in this respect.
- 2.3 If the supplier does not reject the order (offer to conclude a contract) in writing or in another electronic form within 24 (twenty-four) hours of receipt, the contract shall be deemed to have been concluded.
- 2.4 Only orders placed in writing or in electronic form shall be legally binding. Orders placed verbally or by telephone or amendments or additions must be confirmed in the aforementioned form in order to be legally valid. Performed services or deliveries without a written order or an order submitted in the aforementioned form shall not be recognised.
- 2.5 No remuneration shall be granted for visits or the preparation of quotes, projects, etc. unless such remuneration has been expressly agreed or there is a legal entitlement to it.
- 2.6 If Würth AG can prove by submitting a transmission report that Würth AG has sent a declaration by e-mail or remote data transmission, this declaration shall be deemed to have been received by the supplier.

- 2.7 The supplier shall treat the conclusion of the contract as confidential and may refer to business relations with Würth AG in its corporate communications, particularly in advertising materials and at trade fairs, only after written consent to do so has been given by Würth AG. Any breach of this provision shall result in a contractual penalty amounting to 20% of the average annual turnover achieved in the last 2 years becoming due immediately. Würth AG expressly reserves the right to assert further claims for damages.
- 2.8 The suppliers undertake to treat as business secrets all non-public commercial or technical details that become known to them through the business relationship. Subcontractors shall be placed under the same obligations.
- 2.9 Würth AG may demand changes to the delivery item even after conclusion of the contract, provided this is reasonable for the supplier. In the event of this amendment to the contract, the effects on both parties, in particular with regard to additional or reduced costs and delivery dates, must be taken into account appropriately.

### **3 PRICES, SHIPPING, PACKAGING**

- 3.1 All prices quoted by the supplier to Würth AG shall be exclusive of VAT and shall be labelled as such.
- 3.2 Unless otherwise agreed, the delivery terms "FCA" (the current version of Incoterms®) shall apply to all deliveries of goods ordered by Würth AG. The supplier shall prepare the necessary export documents and any country-specific documents and enclose them with the goods. The supplier shall check the completeness and correctness of the documents required for export or intra-European shipment and request or report any missing or incorrect documents to the designated forwarding agent within 60 days of handover of the goods. In the event of failure to do so, Würth AG shall be entitled to charge for the administrative costs of obtaining these documents and declines all responsibility if they can no longer be obtained. If agreements to the contrary exist, only the delivery clauses possible in accordance with the respective current version of the Incoterms® shall be considered. If a delivery clause used does not correspond to the Incoterms® valid at the time of use, the Incoterms® that most closely correspond to the clause used shall be applied.
- 3.3 The agreed prices are fixed prices including packaging suitable for transport and the necessary transport aids (e.g. pallets and stacking frames). Additional claims of any kind are excluded. The supplier's current list prices with the usual commercial deductions shall apply if no prices are stated in the order. Price increases, changes to minimum order quantities, the product range or the supplier's delivery conditions with respect to Würth AG must be announced three months in advance and approved in writing by Würth AG. The agreement on the place of fulfilment shall not be affected by the type of pricing.
- 3.4 If a price of "FCA", "EX WORKS (ex works or warehouse)" or similar has been agreed, the goods must be transported by the carrier specified by Würth AG.
- 3.5 Delivery notes, invoices and all correspondence must include the Würth AG order number. Würth AG article numbers must be stated on delivery notes, invoices and quotes.

- 3.6 Würth AG only accepts the quantities or numbers ordered. In individual cases, up to 20% (twenty per cent) over-deliveries and up to 5% (five per cent) under-deliveries may be approved by Würth AG following prior consultation.
- 3.7 Deliveries of goods must be made in a form suitable for order picking on new or as-new Euro pallets that are suitable for high-bay warehouses (at least class A, EPAL-stamped and treated in accordance with the IPPC standard/ISPM 15). Non-stackable pallets must be clearly labelled accordingly. Small consignments that do not require delivery on pallets can be delivered without pallets following consultation with Würth AG.
- 3.8 The goods must be packed in such a way that transport damage is avoided and the space in the respective means of transport is optimally utilised. Packaging materials shall only be used to the extent necessary to fulfil this purpose. Only environmentally-friendly packaging materials may be used. The supplier's obligation to take back the packaging is governed by the statutory provisions. If by way of exception packaging is invoiced separately to Würth AG in accordance with prior written agreement, Würth AG shall be entitled to return packaging that is in good condition to the supplier carriage paid in return for payment of 2/3 of the value arising from the invoice.
- 3.9 Suppliers of products that are considered dangerous to transport as per the applicable national and international regulations covering the transport of dangerous goods (SDR/RSD, ADR/RID, IATA/DGR, IMO/IMDG, etc.) and/or the provisions of Regulation 1272/2008/EC and Directives 67/548/EEC and 1999/45/EC undertake to comply with the relevant provisions regarding the packaging, hazard marking and hazard labelling of the goods, and to provide the carrier commissioned by Würth AG with the documents and forms required for transport.
- 3.10 The supplier documents issued by Würth AG (details on customs and VAT processing) and in particular the shipping, packaging, hazard marking and hazard labelling regulations of Würth AG shall also apply. All expenses and additional costs of any kind incurred by Würth AG as a result of non-compliance with these regulations by the supplier shall be charged to the supplier.

#### **4 INVOICING AND PAYMENT**

- 4.1 Invoices must be submitted separately in proper electronic form (see Conditions of Payment and Delivery) after delivery, together with all associated documents and data if these are required for the purpose of comprehension. Würth AG shall have the right to refuse performance until a proper invoice has been submitted. Payment shall be based on the actual quantities, weights or other units on which the delivery is based, as well as on the agreed prices.
- 4.2 Unless otherwise agreed, all claims and debts arising from the business relationship shall be collected or paid via Würth Finance International B.V., Amsterdam, Rorschach Branch. In order to collect the supplier's receivables from Würth AG, the supplier shall conclude a separate payment settlement agreement with Würth Finance International B.V., Amsterdam, Rorschach Branch. Würth AG and Würth Finance International B.V., Amsterdam, Rorschach Branch, have a comprehensive offsetting right in the event of conflicting claims by Würth AG and the supplier. The terms of payment agreed with the supplier in the framework agreement shall apply. The payment period shall

commence as soon as the delivery or service has been provided in full and the proper invoice has been received.

- 4.3 If material testing certificates have been agreed, they form an integral part of the delivery and must be sent to Würth AG together with the delivery. However, they must be received by Würth AG no later than 5 (five) days after receipt of the invoice. The payment period shall not commence before receipt of the agreed certificate.
- 4.4 Payment of an invoice does not imply recognition of the deliveries or services as being in accordance with the contract and, in particular, does not constitute a waiver of a complaint regarding the goods or services invoiced. In the event of defective delivery, Würth AG shall be entitled to withhold payment pro rata until proper fulfilment. Würth AG shall be entitled to further offsetting rights and rights to retention to the extent permitted by law.
- 4.5 Any forms of financing solutions, such as advance payments or payments before the due date of the invoice, shall be agreed separately with the supplier in each individual case by Würth Finance International B.V., Amsterdam, Rorschach Branch.
- 4.6 The supplier is not authorised to assign its claims against Würth AG without the prior written consent of Würth AG, which may not be unreasonably withheld.

## **5 ORIGIN OF GOODS, CUSTOMS TARIFF NUMBER, REGULATIONS FOR INTERNATIONAL TRADE IN GOODS**

- 5.1 The supplier shall indicate the preferential as well as the non-preferential origin of the goods, the customs tariff number and, if applicable, the dangerous goods description of each item delivered by the supplier and shall update this information on an ongoing basis. The supplier shall be liable for the correctness of this information. Changes to the dangerous goods designations, the production location, the origin of the goods and the customs tariff number must always be notified in writing in advance. However, as these generally refer to changes in the warranted characteristics of the goods being delivered, the delivery of goods the origin and/or customs tariff numbers of which change is only possible with the written authorisation of Würth AG. Authorisation may be refused without reasons being stated. The item with a changed origin of goods or customs tariff number can no longer be delivered to Würth AG if it is not authorised.
- 5.2 The supplier undertakes to observe and comply with the relevant national export control regulations (incl. sanctions lists, embargo lists, dual-use goods list, etc.) at the place of departure and – irrespective thereof – those of the EU and the USA (see also: [www.ausfuhrkontrolle.info](http://www.ausfuhrkontrolle.info) and [www.bis.doc.gov](http://www.bis.doc.gov)) and to inform Würth AG thereof in writing. In the applicable case, the supplier must label the item in its quotes, order confirmations and all documents accompanying the goods accordingly and unequivocally with comprehensible ECCN/GKN (Export Control Classification Number) information.

## **6 DELIVERY DATES, DELAYED DELIVERY, FORCE MAJEURE**

- 6.1 The agreed delivery period shall commence at the time the contract is concluded.
- 6.2 The agreed delivery dates are binding. The supplier shall be in default if a fixed delivery date is missed, without the need for a reminder. The agreed Incoterms shall be definitive with respect to meeting the delivery date. If acceptance is required, the supplier shall be in default without a reminder if it has not provided the service by the agreed date or has only provided it in such a way that acceptance can be refused.
- 6.3 If the supplier realises that an agreed deadline cannot be met, Würth AG must be informed immediately and in writing, stating the reasons and the expected duration of the delay.
- 6.4 If the supplier is in default due to not meeting the delivery date, the supplier shall be charged for any necessary express transport or similar measures that Würth AG must undertake in order to meet deadlines vis-à-vis its customers. In addition, Würth AG shall be entitled to claim a contractual penalty of 5% (five per cent) of the order amount. If a grace period is set for the performance owed due to the supplier missing a deadline and if the deadline is missed again, the supplier shall be charged for all costs incurred by Würth AG and Würth AG's customers as a result of the delay. This shall not affect Würth AG's claims for damages for delay (see Art. 6.6 of these Conditions of Purchase). The reservation of the assertion of the contractual penalty can still be asserted until payment of the invoice. The contractual penalty shall be offset against a claim for damages for delay. In the event of timely notification and recognisable reasons for the delay (see 6.3 above), Würth AG shall waive the assertion of the contractual penalty.
- 6.5 The supplier may only invoke the absence of necessary documents to be supplied by Würth AG if it has sent a written reminder for the documents and has not received them within a reasonable period of time.
- 6.6 In the event of non-compliance with agreed delivery dates due to circumstances for which the supplier is responsible, Würth AG shall be entitled to claim damages, without prejudice to further statutory provisions. Würth AG shall also be entitled to withdraw from the contract. Acceptance of the delayed delivery or service does not constitute a waiver of claims for compensation. In the event of repeated delays in delivery, Würth AG shall be entitled, following prior warning, to cancel with immediate effect all orders not yet fulfilled at that time.
- 6.7 Instances of force majeure shall release the suppliers from their performance obligations for the duration of the disruption and to the extent of its effect. Suppliers have an obligation to provide the necessary information without delay and within the scope of what is reasonable, and to adjust their obligations to the changed circumstances in good faith. Würth AG shall be released from the obligation to accept the ordered delivery/service in whole or in part and shall be entitled to withdraw from the contract if the delivery/service can no longer be utilised by Würth AG due to the delay caused by force majeure – taking into account economic factors.
- 6.8 If the goods are delivered earlier than agreed, Würth AG reserves the right to return the goods at the supplier's expense. If the goods are not returned in the event of early delivery, they shall be

stored at Würth AG until the agreed delivery date at the supplier's expense and risk. In the event of early delivery, Würth AG reserves the right not to make payment until the agreed due date.

- 6.9 Würth AG accepts part-deliveries only following their express approval. When part-deliveries have been agreed, the remaining quantity must be listed.

## **7 LIABILITY**

- 7.1 Unless otherwise stipulated in these Conditions of Purchase, the parties shall be liable for any form of breach of contract in accordance with the statutory provisions.
- 7.2 The supplier shall be obliged to pay compensation if Würth AG or a third party suffers damage due to the delivery of defective goods or the defective performance of a service or any other breach of contractual obligations.
- 7.3 The supplier shall be liable for measures taken by Würth AG or Würth AG's customers to avert damage (e.g. recall action) insofar as the damage was caused by a defect in the product delivered by the supplier.
- 7.4 The supplier shall insure itself to an appropriate amount against all risks arising from product liability, including the risk of recall, and shall upon request submit the insurance policy to Würth AG for inspection. Deviations shall be examined on a case-by-case basis and must be agreed in writing.

## **8 ITEM REQUIREMENTS**

- 8.1 The specifications and technical documentation agreed in writing with the supplier shall be definitive with respect to the quality of the items. In the absence of a specification/documentation agreed in writing, the information provided by the supplier in technical (safety) data sheets, displays, descriptions of the scope of delivery or drawings shall be definitive. On request, the documents shall also be provided in English within 10 working days. For reporting the data, the supplier shall use the systems/platforms provided by Würth AG.
- 8.2 If any adjustments or changes affecting the quality, composition or use of an item are made, Würth AG shall be notified in advance and without having to make a request for this information. The supplier undertakes to document this information in the form of revised technical (safety) data sheets, specifications, descriptions etc. and to make them available to Würth AG without being requested to do so:
- 8.3 The supplier shall ensure that the latest markings/annotations or labels approved by Würth AG are always used on all items.
- 8.4 When delivered, items with a best-before date must still have and show at least 50 % (fifty per cent) of their full shelf life. Items with a shelf life of less than 12 months must still have a shelf life of at least 9 (nine) months upon delivery to the warehouse.

## 9 WARRANTY

- 9.1 The supplier guarantees that the contractual items are free of defects, are of the agreed quality and possess any warranted characteristics (see Art. 9.3 of these Conditions of Purchase), and that they comply with the recognised technical regulations and the safety regulations applicable at the time of delivery or performance. Within the scope of what is economically and technically possible, the supplier undertakes to use environmentally-friendly products and processes for its deliveries/services and also for supplies or ancillary services of third parties. The supplier is liable for the environmental compatibility of the delivered products and packaging materials as well as for all consequential damage caused by the violation of its statutory disposal obligations. At the request of Würth AG, the supplier shall issue a certificate of quality for the delivered goods.
- 9.2 Würth AG shall immediately notify the supplier in writing of any obvious defects in the delivery/service as well as transport damage as soon as they are discovered in the ordinary course of business, but at the latest within 20 (twenty) working days of receipt of the delivery by Würth AG or at the designated recipient address. In this respect, the supplier waives the defence of late notification of defects.
- 9.3 The agreed quality of an item or work also includes properties that Würth AG may expect on the basis of public statements made by the seller, the contractor, the manufacturer (Art. 2 para. 1 – 3 Swiss Product Liability Act) or its agents, in particular in advertising or labelling regarding certain properties, unless they were corrected in an equivalent manner at the time the contract was concluded or were inconsistent with agreed properties or could not influence the purchase decision. This shall not apply if the supplier was not aware of the statement and did not need to be aware of it.
- 9.4 Würth AG has the right to choose the type of subsequent fulfilment for both purchase contracts and contracts for work and services, unless the supplier has the right to refuse subsequent fulfilment or Würth AG chooses an unreasonable right of subsequent fulfilment vis-à-vis the supplier.
- 9.5 Würth AG may, in the event of a defect in the delivered product or the work performed, remedy the defect itself and demand reimbursement of the necessary expenses after the unsuccessful expiry of a reasonable period set for subsequent fulfilment, unless the supplier justifiably refuses subsequent fulfilment. In urgent cases, in particular to avert an acute risk of considerable damage, Würth AG may remedy the defect itself at the supplier's expense, even without setting a deadline for subsequent fulfilment. Self-remedy within the meaning of this article includes the performance of remedial work by third parties commissioned by Würth AG and the procurement of defect-free contractual items from third parties.
- 9.6 The supplier shall bear the costs if, as a result of a defective delivery, a goods inspection exceeding the usual scope is required (incoming goods and returns inspection).
- 9.7 The supplier shall bear the costs and risk of sorting out, returning and/or scrapping defective delivery items.
- 9.8 Unless expressly agreed otherwise, the warranty period is 24 (twenty-four) months. It commences upon handover of the delivered item to Würth AG or the third party designated by Würth AG at the

place of receipt or use specified by Würth AG. If acceptance dates have been agreed, the guarantee and warranty period shall commence upon successful acceptance. If acceptance is delayed through no fault of the supplier, the warranty period shall commence no later than 12 (twelve) months after the item has been made available for acceptance.

- 9.9 If a defect occurs in the first 12 (twelve) months (guarantee period) of the warranty period, it is assumed that this defect already existed at the time of the transfer of risk, unless this assumption is incompatible with the nature of the item or the defect.
- 9.10 For delivered parts that could not remain in operation during the investigation of the defect and/or the rectification of the defect, the current guarantee or warranty period shall be extended by the time of the operational interruption.
- 9.11 For repaired or newly delivered parts, the guarantee or warranty period shall begin anew at this point in time.
- 9.12 Claims that already exist at the beginning of the warranty period or that arise during the warranty period shall become time-barred in accordance with the statutory limitation periods. The limitation period shall commence when the claim arises.
- 9.13 In the event of defects in title, the supplier shall indemnify Würth AG against any existing third-party claims. The limitation period for defects in title shall be 10 (ten) years. This limitation period shall commence at the end of the year in which the claim arose and Würth AG becomes aware of the circumstances giving rise to the claim and the identity of the debtor.
- 9.14 If Würth AG had to take back the supplier's item delivered or work supplied, accept a reduction in the purchase price or remuneration, or pay its customer compensation or reimbursement of expenses as a result of a defect in the supplier's item delivered or work supplied, Würth AG's claims against the supplier shall become time-barred no earlier than two months after the date on which Würth AG has fulfilled the claims of its customer. This suspension of expiry shall end no later than five years after the date on which the supplier has delivered the item or work to Würth AG.
- 9.15 If a claim is made against Würth AG for violation of official safety regulations or on the basis of domestic or foreign product liability regulations or laws due to a defect in the product that is attributable to the supplier's goods, Würth AG shall be entitled to demand compensation from the supplier for this damage to the extent that it is caused by the products delivered by the supplier. This damage also includes the costs of a recall campaign if one is necessary. If a defect occurs in a part delivered by the supplier, it shall be assumed that the defect has arisen exclusively within the supplier's area of responsibility.
- 9.16 The supplier shall carry out quality assurance that is suitable in type and scope and corresponds to the latest state of the art, and shall provide Würth AG with evidence of this upon request. If the technical specifications provide for special tests to be carried out by the supplier, the supplier shall perform these and keep the corresponding evidence available.

## 10 REGULATIONS AND DIRECTIVES, SUPPLIER AUDIT

- 10.1 The supplier guarantees and assures that all deliveries/services comply with the latest state of the art, the relevant legal provisions and the regulations and directives of authorities, trade associations and professional organisations. The supplier must obtain written consent if deviations from these regulations are necessary in individual cases. The supplier's warranty obligation shall not be restricted by this consent. If the supplier has reservations about the type of execution requested by Würth AG, the supplier must immediately inform Würth AG in writing.
- 10.2 Würth AG reserves the right to carry out at its own expense an unannounced audit on the supplier's premises for the purpose of assessing the general conditions there, but in particular if complaints have been received.

## 11 REGULATION (EC) NO. 1907/2006 (REACH), VOC

- 11.1 The supplier guarantees that the products being delivered are in compliance with Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH). All substances contained in the supplier's products that are not exempted from the registration obligation must be pre-registered or registered in accordance with the provisions of the REACH Regulation upon expiry of the transitional periods.
- 11.2 Suppliers based in non-EU member states undertake to appoint an Only Representative (OR) based in the EU in accordance with Section 8 of the REACH Regulation and to inform Würth AG of that representative's name and address. The OR assumes all registration and other REACH obligations of the supplier. If the OR has carried out a pre-registration or registration, this must be communicated to Würth AG, stating the registration number. The supplier shall inform Würth AG immediately if the OR changes or ceases their activities.
- 11.3 The items delivered by the supplier shall not contain any substances on the so-called candidate list in accordance with Section 59 (1, 10) of the REACH Regulation. The supplier undertakes to inform Würth AG immediately in writing if – for whatever reason – items supplied by him contain substances on the candidate list. This shall apply particularly in the event of an extension/addition to the candidate list. The supplier shall specify the individual substances by name and indicate their percentage by mass. In addition, the supplier shall make every effort to replace these substances as quickly as possible.
- 11.4 The supplier further undertakes to ensure that the articles supplied fulfil all requirements of Regulation (EC) No. 1272/2008 (CLP Regulation – Classification and Labelling of Chemicals in the EU). In particular, non-EU suppliers are responsible for ensuring that their OR has notified the classification and labelling directory for the delivered items in accordance with Art. 39–42 CLP of the regulation.

- 11.5 In the event that the supplier breaches any of the aforementioned obligations, Würth AG shall be entitled at any time to cancel the corresponding order immediately and to refuse acceptance of the corresponding delivery without incurring any costs. Any existing claims for damages shall remain unaffected by this. A cancellation or refusal of acceptance shall not constitute a waiver of any claims for damages.
- 11.6 If the supplier delivers products containing VOCs, the supplier shall declare in both the EU and Switzerland the weight ordered. The weight required in Switzerland is based on Directive 67 (Incentive tax on volatile organic compounds (VOC)) of the Swiss Customs Administration.

## 12 PROPERTY RIGHTS

- 12.1 The supplier guarantees and assures that all deliveries worldwide are free of third-party property rights and that the delivery and use of the delivered items do not infringe patents, licences or other third-party property rights.
- 12.2 The supplier shall indemnify Würth AG and customers of Würth AG against any claims of third parties arising from any infringement of industrial property rights and shall bear all costs incurred by Würth AG in this respect.
- 12.3 Taking into account the duty of care of a prudent business entity, Würth AG shall be entitled to obtain the authorisation to use the delivered items and services in question from the entitled party at the supplier's expense.
- 12.4 All goods (including packaging and containers) bearing the Würth logo and/or the Würth trademark or labelled with the word Würth may only be manufactured, sold or circulated with the express permission of Würth AG, which may also be granted for a limited period of time. All other trademarks applied for and/or registered by the Würth Group are also covered by this protection provision. Authorisation to use the trademark may be revoked by Würth AG at any time without stating reasons. In particular, direct deliveries to companies belonging to the Würth Group are also covered by this protection provision.
- 12.5 When these Conditions of Purchase between Würth AG and the supplier come into effect, a one-month period shall commence during which the supplier may have activities already commenced in the past and that are covered by Art. 11.4 of these Conditions of Purchase subsequently authorised by Würth AG (grace period). This shall also apply to activities commenced in the past in accordance with Art. 11.4 and 11.6 of these Conditions of Purchase.
- 12.6 If Würth AG establishes a breach of the provisions of Art. 11.4 or 11.5, it may in particular claim as compensation for the breach the average annual turnover demonstrably achieved with third parties over the last two years. Würth AG expressly reserves the right to assert further claims for damages.

- 12.7 Upon expiry or revocation of the authorisation pursuant to Art. 11.4 of these Conditions of Purchase or upon termination of the contractual relationship, the products manufactured with the consent of Würth AG and bearing Würth trademarks shall be purchased by Würth AG to the amount of an average two-month requirement. Würth AG shall not accept any remaining stock beyond this level. They must be destroyed by the manufacturer at the manufacturer's own expense. Within one month of the expiry of the authorisation or the end of the contract, the supplier shall assure Würth AG in writing that destruction has taken place.

### **13 CORPORATE SOCIAL RESPONSIBILITY (CSR), SUPPLIER CODE OF CONDUCT (COC)**

- 13.1 Würth AG endeavours to fulfil all requirements for responsible supply chain management with regard to corporate social responsibility (CSR) and, in particular, to broadly anchor human rights due diligence in its internal processes. Würth AG therefore demands sustainable, ethical and law-abiding behaviour from its suppliers and their subcontractors. The Supplier Code of Conduct of Würth AG is an integral part of the framework contract and thus of these General Conditions of Purchase. By signing the framework contract, the supplier therefore at the same time expressly undertakes to comply with the guiding principles for sustainable, ethical and law-abiding behaviour along its entire supply chain contained in Würth AG's Supplier Code of Conduct, to comply with the necessary duties of care and to carry out appropriate risk analyses in order to be able to identify any risks in its own area of business and at its suppliers. To enable Würth AG to fulfil its statutory CSR reporting obligations, the supplier shall support it with the necessary transparency, documentation and reports. If the supplier discovers that the infringement of a protected legal position or the breach of one of the aforementioned obligations (CSR) has already occurred or is imminent in its own area of business or at a supplier, it must immediately take appropriate remedial measures to prevent, end or minimise this infringement or this breach. In addition, the supplier undertakes to incorporate developments in the field of corporate social responsibility and corresponding multilateral agreements into its own internal processes on an ongoing basis.
- 13.2 The latest version of the Supplier Code of Conduct can be accessed at any time on the supplier portal or the Würth AG website. Würth AG must be notified immediately of any breaches of the provisions laid down therein. Serious breaches of individual provisions may result in the immediate termination of the business relationship.

### **14 DATA PROTECTION**

- 14.1 If the supplier collects, stores or otherwise uses personal data of employees or third parties (such as customers or upstream suppliers) in the course of its business relationship with Würth AG, it shall do so in accordance with and in compliance with the applicable statutory data protection provisions.
- 14.2 The supplier agrees that Würth AG may process personal data of contact persons and employees of the supplier within the scope of the business relationship. Such processing may also include the

transfer of personal data within the Würth Group. If personal data is to be passed on to companies of the Würth Group (e.g. customers of Würth AG) that are located in countries without an adequate level of data protection, Würth AG shall ensure the protection of personal data in other ways (Group-wide data transfer agreement).

## **15 CONCLUDING PROVISIONS**

- 15.1 The relationship between the supplier and Würth AG shall be governed exclusively by Swiss substantive law to the exclusion of international sales law.
- 15.2 The language of the agreement is German. If the suppliers also use another language, the German wording shall take precedence.
- 15.3 All disputes arising from the contractual relationship must be brought before the court with jurisdiction for the headquarters of Würth AG. Würth AG shall also be entitled to bring an action against the supplier at any other permissible location.