

SECTION 1

Scope of application

- (1) All contracts concluded between us, Wanzl GmbH & Co. KGaA, and the Contractual Partner – hereinafter referred to as "CP" – concerning the delivery of goods and the provision of services shall be governed exclusively by our Terms and Conditions of Purchase. They form an integral part of each of our offers and declarations of acceptance in their current version. With the conclusion of the first contract including our Terms and Conditions of Purchase, these shall also apply to all further contracts concluded between us and the CP without requiring inclusion again.
- (2) In addition to our Terms and Conditions of Purchase, our Special Terms and Conditions apply to special services, such as construction services, the delivery and creation of technical assets as well as services in the IT sector.
- (3) The CP's General Terms and Conditions shall only apply with our express consent in written or text form.
- (4) If and insofar as we have entered into a deviating individual contractual agreement with the CP, a provision of our Terms and Conditions of Purchase shall not apply.

SECTION 2

Conclusion of contracts – correspondence

- (1) We place an order with the CP, either through an offer to the CP to conclude a contract or through a declaration of acceptance, by means of which we accept an existing offer from the CP.
- (2) The CP shall provide their offers to us free of charge. The CP is bound to its offers for at least six months from receipt of the offer by us. If the CP determines an acceptance period, such period must be at least one month, unless there are special circumstances (e.g. daily sharp fluctuations in the prices of raw materials) justifying a shorter period.
- (3) Our offers are subject to change until their acceptance and may be withdrawn at any time. They can only be validly accepted within the acceptance period specified by us or, in the absence of a deadline, within five working days (Monday to Friday) from receipt of the offer by the CP. Declarations of acceptance received late shall lapse if we object to them within five working days of their receipt with reference to the delay in written or text form.
- (4) If we accept an offer of the CP with our order, the CP shall immediately, but no later than two working days, confirm the order, its contents and its receipt in writing or text form. If the content of the confirmation deviates from our order to our disadvantage, the confirmation shall be considered a new offer from the CP.

- (5) The CP shall, with the due care required in commercial dealings, check our orders for plausibility and inform us of any conspicuous features, in particular unusual deviations from previous orders. If the CP fails to do so, an order containing errors shall be deemed invalid if and to the extent the CP could and should have identified the error had it complied with its obligations. Our right to contest the contract in case of error remains unaffected.
- (6) Contracts concluded orally shall only be effective if we have confirmed them in writing or in text form or agreed to a corresponding confirmation from the CP in writing or in text form.
- (7) Correspondence exchanged by the CP in connection with a specific order or a specific job shall quote our order/job number in order to avoid delays. If the CP fails to comply with these conditions, we shall not be responsible for any resulting delays in invoice processing and payment. If any order data is missing and payment is delayed as a result, the agreed payment deadlines shall be extended by the period of the delay.

SECTION 3 Remuneration

- (1) The remuneration agreed with the CP is a fixed price which includes all measures and incidental costs necessary for the proper and complete execution of the agreed deliveries and services, such as freight, packaging, insurance, installation and the use of tools and other aids and the like.
- (2) If expense-based remuneration has been agreed, we shall only owe it for the proven, actually incurred and objectively required time and material expenditure.
- (3) The DAP (Delivered at Place) DELIVERED TO NAMED PLACE OF DESTINATION clause of the INCOTERMS® 2020 shall apply to the delivery of goods and, insofar as customs clearance is required, DDP (Delivered Duty Paid) DELIVERED DUTY PAID TO NAMED PLACE OF DESTINATION in accordance with INCOTERMS® 2020.
- (4) If we are responsible for the costs of packaging, without having agreed the amount of the remuneration, the CP shall invoice the packaging at cost price.
- (5) If the CP is responsible for the transport of the goods and the costs for this are to be borne by us without having agreed the amount of the remuneration for this, the CP shall choose the most economical means of transport possible, taking into account the necessary suitability and reliability of the carrier.
- (6) The provisions of paragraphs (4) and (5) above shall apply mutatis mutandis to similar other incidental costs.

SECTION 4**Invoicing – payment terms**

- (1) In addition to the delivery date, the CP's invoices shall state the order/job numbers and part numbers specified in our order or order confirmation as well as the goods description as notified by us. In all other respects, the invoices must comply with the statutory requirements and be verifiable. If invoices do not comply with the above requirements, we shall not assume responsibility for any delays in payment due to longer processing times, e.g. if invoices are returned for the purpose of correction. Agreed payment deadlines shall be extended by the period of the delay.
- (2) Each invoice must indicate the legally owed value added tax separately.
- (3) If the CP fails to present a valid exemption certificate in good time before payment, we will retain any withholding tax and pay it to the responsible tax authority in accordance with our legal obligations. The CP shall reimburse any withholding tax that was inadvertently not withheld for the purpose of payment by us.
- (4) We shall pay invoices, subject to any legal defences or objections, within 14 days with a 3% discount or within 60 days net from receipt of a duly issued invoice.
- (5) We are entitled to set-off and retention rights without restriction to the extent permitted by law.
- (6) Payments made do not constitute acknowledgement and may be reclaimed. This does not apply if we already have knowledge of the claim for repayment at the time of payment and the Contractual Partner is likely to assume on the basis of the circumstances of the individual case that we waive the claim for repayment with the payment. Even an unconditional payment shall not be deemed to be a waiver of any claims on our part against the CP which have not yet been fulfilled or not yet been properly fulfilled at the time of payment, or any rights we may have at the time of payment such as to set-off, retention, notification of defects or to the raising of defences or objections.

SECTION 5**General obligations for deliveries and services**

- (1) The CP must provide its deliveries and services in accordance with the contract.
- (2) In performing the deliveries and services, the CP shall observe all the relevant laws, regulations, official directives and rules of the employers' liability insurance association. Furthermore, it must comply with all the relevant technical regulations and standards, such as DIN, IEC or ISO, as well as additional higher technical requirements that correspond to the current state of the art. This also applies in particular to occupational health and safety regulations, such as the German Posted Workers Act (Arbeitnehmer-Entsendegesetz) and the German Minimum Wage Act (Mindestlohngesetz), embargo and trade control regulations, tax and customs regulations and all regulations for the protection of human health and the environment, such as the REACH Regulation, as well as data protection, and to due diligence laws, such as the German Supply Chain Act (Lieferkettengesetz).

Wanzl GmbH & Co. KGaA

Head office: Leipheim, Germany, Court of registration: Memmingen - HRB 18559

Chairman of the Supervisory Board: Prof. Dr. Peter Ruhwedel

VAT ID no.: DE 260224206

Personally liable partner: **Wanzl International Verwaltungs-GmbH**

Head office: Leipheim, Germany, Court of registration: Memmingen - HRB 18463

Managing Directors: Peter Allaart (Chairman), Alexander Kienle, Bernhard Renzhofer, Andreas Starzmann

Commerzbank AG

IBAN: DE67 7008 0000 0166 1000 00

BIC: DRESDEFF700

Deutsche Bank AG

IBAN: DE12 7207 0001 0500 6820 00

BIC: DEUTDEMM720

Sparkasse Schwaben-Bodensee

IBAN: DE84 7315 0000 0000 1014 85

BIC: BYLADEM1MLM

UniCredit Bank AG

IBAN: DE78 7202 0070 0002 2550 30

BIC: HYVEDEMM408

VR-Bank Donau-Mindel eG

IBAN: DE25 7206 9043 0006 0241 49

BIC: GENODEF1GZZ

In particular, the CP shall obtain the necessary permits, authorisations, licenses or registrations (including those within the scope of Regulation (EC) No. 1907/2006 (REACH)) and submit the necessary information, notifications and communications. If necessary, the CP shall appoint a suitable representative at its own expense, e.g. in the scope of application of REACH, an only representative in accordance with Article 8 REACH. The CP shall comply with all legal obligations to inform us, in particular concerning hazardous substances and hazardous materials contained in deliveries, existing return or recycling obligations and in the scope of application of Art. 8(3) REACH. In all other respects, the CP shall, at our request, inform us of all the measures taken to comply with the legal requirements by submitting appropriate documents (e.g. declarations of conformity, test reports).

- (3) Deliveries must be properly packaged to protect against transport damage. We shall be entitled - even after conclusion of the contract - to provide the CP with appropriate and reasonable specifications for its deliveries in order to ensure proper execution of the deliveries, e.g. when selecting the mode of transport and delivery, when using certain packaging or when securing loads.
- (4) In the case of dangerous goods transports, the CP must ensure that all relevant regulations are observed and the resulting obligations are fulfilled, in particular in connection with the suitability of the means of transport, packaging, labelling, information and documentation.
- (5) With its delivery or service, the CP shall grant us all usage rights, including existing industrial property rights, that are necessary for us to be able to use the item of delivery/service without restriction for the contractually stipulated and customary purposes.
- (6) The CP is not entitled to have the deliveries/services owed by it carried out by a subcontractor without our prior consent in text or written form. The subcontractor shall be selected with due care. A subcontractor shall not be deemed to be a supplier who performs deliveries/services which the CP does not usually perform itself.
- (7) If the CP is obliged to hand over documents together with the delivery/service on the basis of legal regulations, official orders, technical regulations or commercial practice, these shall form part of the CP's essential performance obligations. The documents must be provided in German or English.
- (8) The CP undertakes to ensure the delivery of spare parts and substitute materials not available on the general procurement market for a period of at least 10 years from delivery.
- (9) The CP's delivery and performance obligations shall be suspended for the duration of a force majeure event if and to the extent that the CP proves that an event beyond the CP's control and unforeseeable at its human discretion has occurred and that the provision of the delivery/service is therefore impossible for the CP despite observance of the care that can reasonably be expected given the circumstances. A force majeure event may in particular include war, riots, natural disasters, pandemics, epidemics, quarantine, strikes and lockouts, fire and flooding as well as similar extraordinary events and resulting consequences, such as official measures, which make the performance of deliveries/services in the aforementioned sense impossible. We are entitled to terminate or withdraw without compensation if we are no longer interested in subsequent performance of the delivery/service on reasonable grounds.

Wanzl GmbH & Co. KGaA
Head office: Leipheim, Germany, Court of registration: Memmingen - HRB 18559
Chairman of the Supervisory Board: Prof. Dr. Peter Ruhwedel
VAT ID no.: DE 260224206
Personally liable partner: **Wanzl International Verwaltungs-GmbH**
Head office: Leipheim, Germany, Court of registration: Memmingen - HRB 18463
Managing Directors: Peter Allaart (Chairman), Alexander Kienle, Bernhard Renzhofer,
Andreas Starzmann

Commerzbank AG
IBAN: DE67 7008 0000 0166 1000 00
BIC: DRESDEFF700

Deutsche Bank AG
IBAN: DE12 7207 0001 0500 6820 00
BIC: DEUTDEMM720

Sparkasse Schwaben-Bodensee
IBAN: DE84 7315 0000 0000 1014 85
BIC: BYLADEM1MLM

UniCredit Bank AG
IBAN: DE78 7202 0070 0002 2550 30
BIC: HYVEDEMM408

VR-Bank Donau-Mindel eG
IBAN: DE25 7206 9043 0006 0241 49
BIC: GENODEF1GZZ

SECTION 6**Performance/delivery date – delivery quantity**

- (1) The performance/delivery deadlines and dates agreed with the CP shall be binding.
- (2) The timeliness of deliveries depends on the receipt of goods at the destination ("arrival") and, for deliveries that include installation or assembly as well as services, on their performance in full.
- (3) If delivery/performance delays are imminent, the CP must notify us of these and their probable duration immediately after becoming aware of such. If the CP fails to provide such notification, the CP shall be liable - without prejudice to its delivery and performance obligations - for all damages, including extraordinary damages, which could have been avoided had the information been duly provided.
- (4) In the event of default, we shall be entitled to all statutory rights and claims without restriction. In addition, we shall be entitled to demand a contractual penalty in the amount of 1% of the net remuneration for the delivery/performance concerned for each calendar day of default, up to a maximum of 10%; this penalty shall be set off against any additional damage. The CP is entitled to apply for a reduction of a disproportionately high penalty at the competent court.
- (5) In the event of default, we are entitled to carry out the delivery/service ourselves or have it carried out by a third party at the CP's expense after giving prior notice. Special circumstances shall in particular be deemed to include refusal of performance, fruitless expiry of an appropriate deadline and urgency, i.e. when rapid action is required to avoid material financial damage, such as a production stoppage and the causation of a duty to pay damages for default or a contractual penalty, but also to prevent other serious disadvantages in particular a long-term disruption of our customer relations. The right to substitute performance/self-performance shall lapse if the CP credibly provides their assurance immediately upon receipt of the notification that they can and will provide the performance/delivery in good time before the occurrence of a (further) disadvantage. If the service/delivery does not take place as promised, we are entitled to find a replacement or carry out the service or delivery ourselves.
- (6) Partial deliveries/services are not permitted without a relevant agreement and can be rejected by us. The same applies to deliveries/services which take place before the agreed date; alternatively, we are entitled to store deliveries at the CP's expense until the agreed date.

SECTION 7**Delivery and performance – acceptance – transfer of risk**

- (1) The CP shall make the goods available ready for unloading at the ramp of the place of destination. If the CP is responsible for delivering to an incorrect location, it must reimburse us for all the resulting costs, in particular for the delivery to the place of destination.
- (2) The risk of accidental deterioration or destruction shall pass to us upon acceptance of the goods.

Wanzl GmbH & Co. KGaA
Head office: Leipheim, Germany, **Court of registration:** Memmingen - HRB 18559
Chairman of the Supervisory Board: Prof. Dr. Peter Ruhwedel
VAT ID no.: DE 260224206
Personally liable partner: **Wanzl International Verwaltungs-GmbH**
Head office: Leipheim, Germany, **Court of registration:** Memmingen - HRB 18463
Managing Directors: Peter Allaart (Chairman), Alexander Kienle, Bernhard Renzhofer,
Andreas Starzmann

Commerzbank AG
IBAN: DE67 7008 0000 0166 1000 00
BIC: DRESDEFF700

Deutsche Bank AG
IBAN: DE12 7207 0001 0500 6820 00
BIC: DEUTDEMM720

Sparkasse Schwaben-Bodensee
IBAN: DE84 7315 0000 0000 1014 85
BIC: BYLADEM1MLM

UniCredit Bank AG
IBAN: DE78 7202 0070 0002 2550 30
BIC: HYVEDEMM408

VR-Bank Donau-Mindel eG
IBAN: DE25 7206 9043 0006 0241 49
BIC: GENODEF1GZZ

- (3) If we are prevented from meeting our obligations to cooperate, in particular our obligations to take delivery, due to circumstances for which we are not responsible, in particular in the case of force majeure, the CP shall remain obliged to deliver or perform until the hindering circumstances have ceased to exist. This shall not apply if the CP can no longer be expected to wait in consideration of all the circumstances and the CP informs us of this in writing or in text form stating the reasons.
- (4) The CP is obliged to state the content and the quantity or weight of the delivery on all delivery notes together with our order/job number and our goods descriptions and part numbers as indicated in the order or order confirmation. The same applies to the packing slips/accompanying documents with which all goods containers or packaging units are to be provided. All information must be provided in German or English. The CP shall be liable for all disadvantages incurred by us as a result of incorrect information. The signing of a packing slip or delivery note does not represent an acknowledgement or acceptance and does not constitute a waiver of liability for defects. Any rights and claims, including the payment of a contractual penalty, shall remain effective without reservation.
- (5) Ownership of the goods shall pass to us without restriction at the latest upon goods receipt. If, in exceptional cases, a reservation of title persists despite goods acceptance, this shall lapse in full no later than upon payment of the purchase price.

SECTION 8 Warranty

- (1) The CP is obliged to carry out an effective outgoing goods inspection in order to ensure that the goods are delivered to us free of material defects. If, in the case of a delivery of goods, a material defect becomes apparent within twelve months of receipt of the goods, it shall be assumed that the item was already defective upon delivery, unless this assumption is incompatible with the nature of the item or defect.
- (2) We shall only be obliged to inspect the goods if we have to inspect them immediately upon receipt for transport damage, wrong delivery, quantity/weight errors and other identifiable defects. Otherwise, we shall only inspect the goods for externally visible defects before they are used in the normal course of production.
- (3) The statutory definitions shall apply without restriction to the existence of a defect, in particular those of Sections 434 and 633 BGB [German Civil Code].
- (4) If and to the extent that a defect becomes apparent, we shall notify the CP thereof within seven working days (Monday to Friday). Complaints may be made in any form.
- (5) In any defects are found, we shall be entitled to all legal claims and rights in accordance with the following provisions without restriction.

- (5.1) In the case of material defects and defects of title, we can, if the legal requirements are met,
- (a) demand subsequent performance by – at our discretion – remedy of defects (subsequent improvement) or delivery/manufacture of a defect-free item (replacement delivery), or
 - (b) demand a reduction in the purchase price/wage, or
 - (c) withdraw from the purchase/contract for work, and
 - (d) demand compensation in addition to supplementary performance, reduction or withdrawal, or
 - (e) claim compensation or reimbursement of fruitless expenditure instead of performance.
- (5.2) If, in the case of a delivery of a larger quantity of one type, a significant part of the delivery has the same or similar defect, the entire delivery shall be deemed to be defective unless it can be excluded on the basis of the nature of the defect or other circumstances that further parts of the delivery are affected by the defect.
- (5.3) Supplementary performance includes all measures and ancillary performances that are necessary for their implementation, in particular transport from/to the location of the goods, assembly/dismantling, removal/installation, unless the CP did not need to expect or could be expected to expect these measures given the circumstances of the individual case.
- (5.4) The CP shall bear all the costs for the measures to be carried out.
- (5.5) If the CP is obliged to take back the defective goods for reasons other than supplementary performance, it must bear all the expenses required for this, including any dismantling costs.
- (5.6.) In the event of special circumstances, we shall be entitled, after notification, to carry out the supplementary performance ourselves or have it carried out at the CP's expense. Clause 6(5) sentences 2 to 4 shall apply mutatis mutandis. Further claims remain unaffected.
- (6) We have unrestricted legal rights of recourse against the CP within a delivery chain, including in the event of further processing.
- (7) The claims for defects shall prescribe at the earliest 24 months after delivery, performance or (if to be carried out) acceptance. Longer statutory limitation periods shall remain unaffected. The period of limitation shall recommence with the execution of the subsequent performance.
- (8) The CP guarantees that minerals (especially tantalum, tungsten, tin, gold) that are used for or are contained in the goods are not conflict minerals, i.e. that they only originate from smelting works or refineries that meet the corresponding evaluation protocols of the "Conflict-Free Smelter Initiative".

SECTION 9**Quality assurance – volume deliveries**

- (1) The CP shall maintain a suitable quality management system to ensure that its deliveries and performances comply with the recognised rules of engineering, comply with the relevant legal and technical regulations and are free from other material defects.
- (2) For the purpose of verification, the CP shall document all the essential quality assurance measures as well as the results of the quality tests in a suitable and verifiable form and submit this documentation to us at any time upon request. Documentation shall be subject to a ten-year retention period.
- (3) We are entitled to check the effectiveness of the CP's quality management system on site after notification during the CP's normal business hours as part of an audit at reasonable regular intervals, and if necessary immediately and repeatedly at short intervals.
- (4) Series delivery shall only ever take place after initial sampling and approval of the initial sample by us. The basis for this is submission level 2 in accordance with VDA Volume 2 or a similar procedure, which the approval procedure is to be based on as a guideline. After approval has been given, substantial modifications to materials, parts, manufacturing processes, subcontractors, production sites, etc. may only be carried out by us after consultation with us and prior approval in writing or text form. Series production carried out prior to approval is exclusively at the risk of the CP.

SECTION 10**Indemnification – damages, recalls**

- (1) If claims are asserted against us, regardless of the legal grounds, e.g. in cases of product liability by third parties due to circumstances caused by the CP, the CP must indemnify us in full from these claims upon first request and reimburse all expenses incurred by us insofar as the CP is liable to the third party in the external relationship; this applies – regardless of fault – to all circumstances that lie within the risk/responsibility of the CP. In the event of liability arising due to reasons caused jointly, the Parties shall be liable in the internal relationship in accordance with their contributions to the cause.
- (2) Within the scope of its indemnification obligation, the CP must reimburse expenses arising from or in connection with a claim against third parties, including any recall campaigns carried out by us. The same applies to official measures against us arising from or in connection with product safety.
- (3) We shall inform the CP immediately of any claims, a planned recall action and measures taken by the authorities and agree on further procedure with the CP. If we fail to inform and/or agree, we shall be liable for any damage that could have been avoided in the event of notification/agreement.
- (4) For the duration of the business relationship with us, the CP shall maintain business and product liability insurance with a coverage of at least 10 million euros per claim for personal injury and property damage and shall prove this to us at any time upon request.
- (5) We are entitled to statutory claims for damages without restriction.

Wanzl GmbH & Co. KGaA**Head office:** Leipheim, Germany, **Court of registration:** Memmingen - HRB 18559**Chairman of the Supervisory Board:** Prof. Dr. Peter Ruhwedel**VAT ID no.:** DE 260224206Personally liable partner: **Wanzl International Verwaltungs-GmbH****Head office:** Leipheim, Germany, **Court of registration:** Memmingen - HRB 18463**Managing Directors:** Peter Allaart (Chairman), Alexander Kienle, Bernhard Renzhofer, Andreas Starzmann**Commerzbank AG**

IBAN: DE67 7008 0000 0166 1000 00

BIC: DRESDEFF700

Deutsche Bank AG

IBAN: DE12 7207 0001 0500 6820 00

BIC: DEUTDE33HAN33

Sparkasse Schwaben-Bodensee

IBAN: DE84 7315 0000 0000 1014 85

BIC: BYLADEM1MLM

UniCredit Bank AG

IBAN: DE78 7202 0070 0002 2550 30

BIC: HYVEDE33HAN33

VR-Bank Donau-Mindel eG

IBAN: DE25 7206 9043 0006 0241 49

BIC: GENODEF1GZZ

**SECTION 11
Industrial property rights**

- (1) The CP warrants that no third-party rights at home or abroad are infringed in connection with their delivery/performance. In the event of an infringement of industrial property rights, the CP shall indemnify us upon first request against all third-party claims in full and reimburse us for all expenses incurred in connection with the claim.
- (2) If claims are asserted against us by third parties due to an infringement of industrial property rights, we shall immediately inform the CP thereof and coordinate any measures with same. If we fail to inform and/or agree, we shall be liable for any damage that could have been avoided in the event of notification/agreement.
- (3) Claims asserted against the CP due to infringement of third-party property rights shall prescribe within three years, starting from the date of the claim asserted against us by the third party.
- (4) The CP shall not be liable for infringements of industrial property rights which have been caused by us. If we have provided specifications of any kind for the deliveries/performances, this shall not release the CP from the obligation to check the existence of any third-party property rights, unless the CP can rely on the fact that we had already carried out this check due to special circumstances, in particular corresponding information on our part.
- (5) In the event of joint infringements of industrial property rights, the Parties shall be liable in the internal relationship in accordance with their contributions to the cause.

**SECTION 12
Tools provided**

- (1) If we provide the CP with tools which serve the execution of deliveries and performances by the CP without a separate contract, the following provisions shall apply.
- (2) The tools remain our sole property. The CP must visibly mark them as our property and notify us of any negative impacts on ownership.
- (3) The tools may only be used for the agreed purpose, handled with care and stored safely. The CP shall carry out any necessary maintenance and inspection work as well as all servicing and repair work properly at its own expense. The CP must immediately report any damage to our tools.
- (4) The CP is obliged to insure, at its own expense, the tools against fire, water damage and theft for the duration of the provision to an appropriate extent at replacement value and to prove this to us at any time upon request (in particular by submitting the insurance policy and proof of payment of the insurance premium).
- (5) If we make material available to the CP for the execution of its deliveries/performances, we reserve the right of ownership. We shall combine or mix this material with other items not

Wanzl GmbH & Co. KGaA
Head office: Leipheim, Germany, Court of registration: Memmingen - HRB 18559
Chairman of the Supervisory Board: Prof. Dr. Peter Ruhwedel
VAT ID no.: DE 260224206
Personally liable partner: **Wanzl International Verwaltungs-GmbH**
Head office: Leipheim, Germany, Court of registration: Memmingen - HRB 18463
Managing Directors: Peter Allaart (Chairman), Alexander Kienle, Bernhard Renzhofer,
Andreas Starzmann

Commerzbank AG
IBAN: DE67 7008 0000 0166 1000 00
BIC: DRESDEFF700

Deutsche Bank AG
IBAN: DE12 7207 0001 0500 6820 00
BIC: DEUTDEMM720

Sparkasse Schwaben-Bodensee
IBAN: DE84 7315 0000 0000 1014 85
BIC: BYLADEM1MLM

UniCredit Bank AG
IBAN: DE78 7202 0070 0002 2550 30
BIC: HYVEDEMM408

VR-Bank Donau-Mindel eG
IBAN: DE25 7206 9043 0006 0241 49
BIC: GENODEF1GZZ

belonging to us; in this case we shall acquire co-ownership of the combined/mixed item in proportion to the respective values of the individual components to each other at the time of the combination/mixing. Paragraphs (1) to (4) apply mutatis mutandis.

SECTION 13 Documents – confidentiality

- (1) All documents, including copies, which we make available to the CP for the initiation/processing of the contract remain our property, unless they are intended to remain permanently with the CP in accordance with their meaning and purpose. The documents must be returned to us upon first request or without being requested to do so after the contract has been processed. This does not apply if and to the extent the documents must remain with the CP on the basis of legal regulations or the CP's legitimate interests, e.g. warranty periods still in effect; if permissible and possible, the CP must make copies and return the originals.
- (2) If there is no separate confidentiality agreement between the Parties, the CP must keep all confidential information secret. This includes, in particular, the obligation to use the confidential information only for the contractual purposes, to maintain strict confidentiality thereof, not to pass it on to unauthorised third parties, to store it carefully, to protect it from access by unauthorised third parties and, in the event of permitted disclosure to third parties, to ensure that the third party complies with the confidentiality obligation.

SECTION 14 Final provisions

- (1) We reserve the right to adapt our Terms and Conditions of Purchase to current requirements at any time. The amendments and additions become effective upon receipt by the CP of our notification that our Terms and Conditions of Purchase have changed. These can be viewed at <https://www.wanzl.com/einkaufsbedingungen>. This does not apply if the regulations are unusual and unreasonable, which the CP should not have needed to expect from the perspective of an objective observer.
- (2) Claims against us may only be assigned in writing or text form with our prior consent.
- (3) Sections 126 (document signed personally) and 126a (electronic signature) of the German Civil Code (BGB) apply to the written form, and Section 126b BGB applies to the text form (such as fax, e-mail and the like).
- (4) If the CP is a merchant, the exclusive place of jurisdiction shall be Leipheim. However, we are also entitled to take legal action against the CP at the place of their registered office.
- (5) All contracts between us and the CP shall be governed exclusively by German law, with the exception of regulations that provide for the application of foreign law. The UN Convention on Contracts for the International Sale of Goods does not apply.

- (6) We are entitled to store and process the CP's business data for use in commercial business transactions. The data protection notices for our customers and business partners can be viewed at https://www.wanzl.com/en_GB/Information-about-data-processing.
- (7) The business relationship with us is governed by our (general) Code of Conduct and the Code for Suppliers and Business Partners, both of which can be viewed at https://www.wanzl.com/en_GB/company/compliance.
- (8) Should any provision of our Terms and Conditions of Purchase be or become invalid, the remaining provisions shall remain unaffected thereby. The invalid provision shall be replaced by a valid provision which comes as close as possible to the purpose of the invalid provision. An inadmissible measure shall be replaced by an admissible measure which comes as close as possible to the inadmissible measure.

Wanzl GmbH & Co. KGaA
Head office: Leipheim, Germany, Court of registration: Memmingen - HRB 18559
Chairman of the Supervisory Board: Prof. Dr. Peter Ruhwedel
VAT ID no.: DE 260224206
Personally liable partner: **Wanzl International Verwaltungs-GmbH**
Head office: Leipheim, Germany, Court of registration: Memmingen - HRB 18463
Managing Directors: Peter Allaart (Chairman), Alexander Kienle, Bernhard Renzhofer,
Andreas Starzmann

Commerzbank AG
IBAN: DE67 7008 0000 0166 1000 00
BIC: DRESDEFF700

Deutsche Bank AG
IBAN: DE12 7207 0001 0500 6820 00
BIC: DEUTDEMM720

Sparkasse Schwaben-Bodensee
IBAN: DE84 7315 0000 0000 1014 85
BIC: BYLADEM1MLM

UniCredit Bank AG
IBAN: DE78 7202 0070 0002 2550 30
BIC: HYVEDEMM408

VR-Bank Donau-Mindel eG
IBAN: DE25 7206 9043 0006 0241 49
BIC: GENODEF1GZZ