

General Conditions of Purchase

1. Scope of validity

- 1.1 These Conditions of Purchase apply to all suppliers of Windmüller & Hölscher KG, Lengerich, and Windmüller & Hölscher Machinery k.s., Prostějov, hereinafter referred to jointly as W&H.
- 1.2 The W&H Conditions of Purchase shall apply exclusively. Any contrary conditions or conditions of the supplier which deviate from our Conditions of Purchase are not recognized by us and are thus not part of the contract. This also applies if deliveries/services of W&H have been accepted without reservation or payments have been made.
- 1.3 The W&H Conditions of Purchase only apply in commercial transactions with companies.
- 1.4 The W&H requirements documents (W&H Supplier Code of Conduct and W&H Group Material Compliance Guideline) are provided in the current version in the supplier portal and on the W&H-homepage:

https://www.wh.group/de/unternehmen/purchasing-supplier/uebersicht_einkauf.html

The supplier obliged to check at regular intervals whether the documents available to him are up to date.

2. Contract

- 2.1 Offers, orders, delivery call-offs and any amendments and additions thereof must be made in writing. The written form is also satisfied by e-mail, fax or letter.
- 2.2 Offers from suppliers are made free-of-charge and do not entail any obligation on the part of W&H.
- 2.3 The written order from W&H is the sole determining factor for the content, type, extent and quality of the supplies/services. If the supplier does not accept the unamended order from W&H within a notice period of one week from receipt, W&H shall be entitled to a cancellation without any charge.
- 2.4 The supplier must point out explicitly any deviations from the order from W&H and mark these specifically. Amendments or additions to the order shall in cases of doubt only then be binding if they are confirmed as such by W&H in writing.
- 2.5 A complete transfer of supplies/services to a third party (sub-contractor/supplier) shall require written approval from W&H. The supplier must inform W&H in all cases where it intends to engage third parties for the purpose of fulfilling its performance obligations. If a third party is involved, they shall act as a vicarious agent (§ 278 of the German Civil Code [BGB]) of the supplier. In all cases the supplier remains responsible for the fulfillment of the respective order.

3. Object of delivery, execution

- 3.1 The supplies/services of the supplier must comply with the legal requirement applicable at the time of the delivery and the guidelines, the recommendations of authorities/specialist trade associations, the state of the art in science and technology, and the regulations, guidelines and standards applicable within the European Union.
- 3.2 Any drawings, calculations, descriptions and other documents provided by W&H shall be binding for the supplier. The supplier must examine these items to ensure their correctness and integrity and must inform W&H without delay and in writing in the event of incompleteness or inaccuracy. The supplier shall have sole responsibility for drawings, plans and calculations drawn up by the supplier even if they have been previously approved by W&H.
- 3.3 All documents provided to the supplier by W&H shall be the property of W&H and must be solely used for the performance of supplies/services as a result of orders from W&H. They may only be made accessible to third parties with the express written approval of W&H.
- 3.4 The supplier must oblige its employees and sub-suppliers in an appropriate manner to maintain confidentiality. This non-disclosure agreement shall lapse only if the information contained in the transferred documents has become general public knowledge.
- 3.5 Suppliers shall inform W&H of all changes that could affect the characteristics and usability of their products or processes for W&H in accordance with the W&H Quality Directive 2020 (WH-QD20). These changes must be queried using the WH-NCR and WH-ECR forms and shall only be permitted after express written approval from W&H.
- 3.6 While the business relationship is ongoing, the supplier must announce to the responsible strategic purchaser at W&H any planned cessation of production of W&H products one year before discontinuation. This even applies if they have not been ordered by W&H in the last five years.
- The supplier shall ensure that W&H is able to cover its service and, where necessary, any series production demand still existing with a "last order" to the previous conditions up to the point of discontinuation.
- Beyond the point of discontinuation, the supplier shall ensure that the discontinued components are able to be procured from it to special conditions for a further 5 years.
- Any rulings to the contrary for this must be agreed in separate framework contracts.
- 3.7 The current version of any technical documentation must be additionally supplied, where relevant, free-of-charge in German and

English:

- Instruction manual or assembly manual according to the applicable EU guideline
- EC Declaration of Conformity or Declaration of Incorporation in accordance with 2006/42/EC
- EU Declaration of Conformity in accordance with 2014/34/EU (ATEX) plus CCCEX certificate or IECEX certificate
- EU Declaration of Conformity in accordance with 2014/35/EU (Low Voltage Directive)
- EU Declaration of Conformity in accordance with 2014/68/EU (Pressure Equipment Directive)
- UKCA Declaration of Conformity
- Eco Design Certificate in accordance with EU directive 2019/1781
- Safety data sheets
- Further certificates or declarations in accordance with current valid guidelines, directives and standards.

Those technical documentation must be sent to the e-mail address dokumentation@wuh-group.com

3.8 Test certificates that are demanded with orders must be sent to the e-mail address testreports@wuh-group.com

3.9 Information and documents for foreign trade

The supplier is obliged to provide the following foreign trade data free of charge in German or English upon delivery of the goods:

- Statistical goods number
- Country of origin of the goods (commercial and preferential origin). Changes of origin must be notified in writing without delay and without being requested to do so
- Marking and classification of goods subject to export control

If these order items are listed, the following information/documents must also be supplied free of charge for each delivery.

- Provision of a certificate of origin or proof of preference
- Indication whether the ordered goods are subject to export authorisation according to the EC-DUAL-Use-Regulation No. 428/2009 of 27.08.2009 and EU-VO 821/2021 and the corresponding list item number (marking: subject to authorisation list item / NOT subject to authorisation)
- Information on export/re-export restrictions of other countries or lists of goods according to international embargo standards.
- Indication of whether the delivery item is subject to export authorisation and the relevant list item number according to German export law.
- Indication of a possible coverage of the

delivery item according to the Export Administration Regulations (EAR), Commerce Control List (CCL) and the relevant list number (ECCN/EAR99).

If the supplier is a participant in a recognised customs security programme such as AEO (Authorised Economic Operator) or C-TPAT (Customs Trade Partnership against Terrorism) in his country, the supplier shall provide us with corresponding proof without being requested to do so. If the supplier does not participate in a customs security programme, it shall take appropriate measures to ensure that the same security standards are met as under a recognised customs security programme.

The supplier guarantees not to have any direct or indirect business or other connections with terrorists, terrorist associations or other criminal or anti-constitutional organisations. Furthermore, the supplier shall ensure the implementation of EC Regulations No. 2580/2001 and 881/2002 as well as corresponding US and/or other corresponding regulations by means of suitable organisational measures.

The required information and documents for foreign trade are to be sent to the e-mail address dokumentation@wuh-group.com

3.10 The supplier will undertake to recognize and comply with the W&H health and safety at work agreement for external companies if it completes supplies or services in W&H plants. It is an "indispensable component of all contracts". If supplies and services are commissioned by customers of W&H, it is mandatory that the health and safety at work conditions, in particular the health and safety at work conditions of the customer of W&H, be similarly complied with. The supplier must oblige its sub-contractors in writing to observe the health and safety at work conditions and the statutory minimum wage. The supplier must, on request, submit appropriate evidence of this to W&H or an authorized third party. The supplier shall release W&H from all claims arising against W&H due to a violation by the supplier or its sub-contractor against statutory minimum wage provisions. § 774 of the German Civil Code (BGB) shall remain unaffected by this.

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4. Transfer of risks, prices, payment conditions

4.1 The supplies must, unless otherwise agreed, be delivered to the destination given in the order, which also acts as the place of performance, DDP in accordance with INCOTERMS 2020.

4.2 The prices listed in the order are fixed and binding. A return of the packaging requires a special agreement. The prices are plus the statutory

- value-added tax which must be shown separately.
- 4.3 The supplier must obtain approval for any price deviations or costs which are not listed in the W&H order from W&H in good time before delivery.
- 4.4 The supplier shall be obliged to show the supplier number, the order number and material number on all shipping documents, delivery notes and invoices. The W&H General Delivery Specifications shall apply. The supplier shall bear responsibility for all consequences arising from non-compliance with this obligation unless it is able to show evidence that it is not responsible.
- 4.5 W&H shall pay the purchase price, unless otherwise agreed in writing, either within 14 days less 3 % discount, or within 30 days less 2% discount, or within 60 days without discount after proper delivery.
- 4.6 W&H is legally entitled to make use of rights of offsetting and retention.
- 5. Delivery period**
- 5.1 The supplier shall be obliged to maintain the delivery date given in the order and for which it has given confirmation. Those supplies shall be determined as being on time that arrive at W&H Incoming Goods department at the earliest seven working days before and however at the latest on the confirmed delivery date.
- 5.2 W&H is not obliged to accept partial deliveries or partial services unless this has been otherwise agreed.
- 5.3 The supplier shall be obliged to inform W&H without delay if it becomes clear that the binding delivery date is unable to be maintained.
- 5.4 In the case of a delay in delivery, W&H shall be entitled to demand a contractual penalty of 0.2 % for each working day, up to a maximum of 5% of the value of the delivery. W&H shall have the right to demand the contractual penalty in addition to fulfillment of the order up to the due date of the final invoice. The right to assert further claims and rights shall be retained by W&H.
- 6. Quality, receipt of goods**
- 6.1 The supplier must comply with the requirements of the W&H Quality Directive 2020 (WH-QD20) to ensure the quality of the products supplied.
- 6.2 Before shipping, the supplier must check the shipping documents, the marking of parts, their completeness, and their integrity. In addition, the supplier shall be obliged to effectively protect the goods from damage through suitable packaging. The exact specifications are described in the W&H General Delivery Specifications.
- 6.3 After receipt of the goods, W&H shall check whether externally visible damage has occurred in transport or whether there are any other visible signs of faults. Any obvious faults shall be reported within ten (10) days after delivery.
- Any hidden faults which are only able to be determined after assembly or commissioning of the delivery items shall be reported within ten (10) days of their discovery.
- 7. Faults, product liability, insurance**
- 7.1 W&H exercises the full legal right to make claims based on faults. W&H shall be entitled to demand from the supplier elimination of the faults, delivery of a new item or a credit. The decision on this shall be made by W&H on a case-by-case basis. The right to claim damages, in particular for damages instead of performance, remains expressly reserved by W&H.
- 7.2 The specifications of the W&H Quality Directive 2020 (WH-QD20) apply. W&H shall retain the right in cases of justified complaints to charge the supplier for the costs of the claim processing, removal and installation, the reworking and freight costs. This shall also apply if the delivery item is already located at a place of performance other than that given in the order.
- The form of rectification desired by W&H may not be refused for reason of unreasonably high costs where they do not exceed an amount which is three times the original purchase price of the faulty delivery item.
- 7.3 W&H is entitled to eliminate the fault itself or to have this undertaken by a third party at the cost of the supplier if this has been agreed with the supplier, the supplier is already late in performance or rectification by the supplier is unacceptable for W&H. Unacceptability is considered to exist if the elimination of a fault by W&H or by a third party may be performed less expensively or a short-term elimination of the fault is urgently required.
- 7.4 Any claims based on faults shall expire after a period of 36 months from the transfer of risks. For parts rectified or re-supplied within the limitation period, the limitation period shall re-commence from the time of successful rectification, unless the rectification of the fault by the supplier clearly took place only as a gesture of goodwill, to avoid legal disputes or in the interest of the continuation of the supply relationship.
- 7.5 The supplier shall be responsible for ensuring that the supplies/services provided by it do not violate any industrial property rights, copyrights or other rights of third parties within the member states of the European Union. If a claim is made against W&H by a third party, the supplier shall be obliged to release W&H upon first demand from such claims and all demanded expenses and costs arising and in connection with such a claim.
- 7.6 Where the supplier is responsible for product damage, it shall be obliged to release W&H from damage claims by third parties upon first demand,

the cause of which lies within its sphere of control and organization and where it is liable within the terms of its external relationship.

The supplier shall undertake to take out a company and product liability insurance policy with a lump sum coverage of 5,000,000 euro for each case of bodily injury/damage to property. Should W&H have the right to additional damage claims, these shall remain unaffected by this.

8. Provision and means of production

8.1 If parts are provided by W&H to the supplier, W&H shall reserve the title to these parts. If these parts to which W&H has retained the title are fitted together with others, W&H shall acquire joint title of the new item to the value of the W&H provision (purchase price plus VAT).

8.2 Means of production, such as tools, models and samples which W&H has provided to the supplier and means of production which are produced by the supplier using W&H documentation or which are directly or indirectly paid for by W&H shall remain the property of W&H and must be appropriately marked by the supplier.

They may only be employed by the supplier for the manufacture of the delivery items ordered by W&H.

The supplier must maintain the means of production without any charge for W&H with the diligence of a prudent businessman and must perform any required repair and maintenance work free-of-charge.

The supplier is obliged to ensure the means of production belonging to W&H at their value as new at its own cost against damage by fire, water and theft. At the same time, the supplier shall assign to W&H all claims for compensation arising from this insurance which is hereby accepted by W&H.

9. Cybersecurity

9.1 The supplier shall undertake to deploy all required hardware and software options and to keep these up to date in order to protect both his data and those of W&H against access by a third party.

9.2 W&H must be informed without delay about any attack or attempted attack.

10. Applicable law, place of jurisdiction

10.1 German law applies to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

10.2 The sole place of jurisdiction is Münster/Westphalia.