

# **GENERAL TERMS AND CONDITIONS OF PURCHASE OF WÜRTH INTERNATIONAL AG**

## 1. Scope

### 1.1

For existing as well as all future contracts of Würth International AG (hereinafter referred to as Würth International) with suppliers within the scope of the goods and services business, the following general terms and conditions of purchase shall apply – unless special terms and conditions that differ have been agreed. The initial or subsequent invalidity of individual sections of these general terms and conditions of purchase and of any further agreements made shall not affect the validity of the remaining sections. The same applies if individual terms and conditions do not become part of the contract. In the event that individual sections are invalid, the contracting parties shall be obliged to replace the invalid provision with a provision that is equivalent in its economic effect.

### 1.2

The supplier shall be notified in writing of any amendments to these general terms and conditions of purchase. They shall be deemed approved if the supplier does not object to them in writing. The supplier shall send the objection to Würth International within 20 (twenty) working days after notification of the change.

## 2. Conclusion of an agreement

### 2.1

Würth International places orders exclusively on the basis of its general terms and conditions of purchase. The general terms and conditions of the contractual partner do not become part of the agreement, even if Würth International does not expressly object to such terms and conditions. If Würth International accepts the delivery/performance without express objection, it can in no case be inferred from this that Würth International accepts the supplier's terms and conditions of delivery. When submitting quotations, the supplier shall declare their agreement with the general terms and conditions of purchase of Würth International. In the absence of such an express declaration, execution of the purchase order shall in any case be deemed to be acceptance of the general terms and conditions of purchase of Würth International. These general terms and conditions of purchase shall also apply to all future contractual relationships with the supplier.

### 2.2

If the supplier prepares a quotation on the basis of a request for quotation from Würth International, they shall adhere precisely to the request for quotation from Würth International and, in the event of deviations, expressly point them out. Such deviations are only deemed to be accepted if they are confirmed in writing by Würth International. The principles regarding silence in response to a commercial letter of confirmation are waived in this regard.

### 2.3

If the supplier does not reject the purchase order (offer to conclude an agreement) in writing or in electronic form (e-mail) within 5 (five) working days after receipt, the agreement is deemed to be concluded.

### 2.4

Only purchase orders submitted in writing or by e-mail are legally binding. Purchase orders submitted verbally or by telephone or changes or amendments to existing purchase orders require that confirmation be transmitted in the above form to be legally valid. Performances or deliveries

rendered without a written request or a request transmitted in the above-mentioned form shall not be recognised.

### 2.5

Remuneration for visits or preparation of quotations, projects and the like shall not be granted unless such remuneration is expressly agreed or unless there is a legal entitlement to such remuneration.

### 2.6

If Würth International can prove that it sent a purchase order by e-mail by presenting a transmission report, the purchase order is deemed to have been received by the supplier.

### 2.7

When these general terms and conditions of purchase between Würth International and the supplier come into effect, a one-month period begins in which the supplier can have activities already commenced in the past that are covered by section 12.4 of these general terms and conditions of purchase subsequently approved by Würth International (grace period). Accordingly, the procedure in accordance with sections 12.4 and 12.6 of these general terms and conditions of purchase shall also be followed with regard to activities that commenced in the past.

### 2.8

The supplier shall treat the conclusion of the agreement as confidential and may only refer to business connections with Würth International in their corporate communications, in particular in references, in promotional materials and at trade fairs, after Würth International has given its written consent and approval. A breach of this provision shall result in the contractual penalty stipulated in section 12.5 of these general terms and conditions of purchase coming due immediately. Würth International expressly reserves the right to claim further damages in excess of this contractual penalty.

### 2.9

The contracting parties pledge to treat as business secrets all commercial or technical information which is not in the public domain and which becomes known to them through the business relationship. Subcontractors shall be required to pledge the same.

### 2.10

Würth International can demand changes to the delivery object even after conclusion of the agreement insofar as such changes are reasonable for the supplier to comply with. In the case of such changes to the agreement, the effects shall be taken into account appropriately by both parties, in particular with regard to additional or reduced costs as well as delivery dates.

## 3. Prices, shipping, packaging

### 3.1

All prices quoted by the supplier to Würth International shall be exclusive of value-added taxes/import sales taxes and shall be marked as such.

### 3.2

Unless otherwise agreed, the delivery condition "FCA" (according to the current Incoterms® version) applies to all deliveries of goods ordered by Würth International. To this end, the supplier shall prepare the necessary export documents and any country-specific documents and enclose them with the goods. The completeness and correctness of the documents required by the supplier for export or intra-European shipment shall be checked by the supplier and any missing or incorrect documents shall be requested from or reported to the designated freight forwarder within 60 days of handover of the goods. If the supplier fails to do this, Würth International is entitled to issue an invoice for the administrative effort required to obtain these documents and decline all responsibility if the documents can no longer be obtained. In the event of agreements that deviate from this, only the Incoterms® clauses possible in accordance with the Incoterms® of the respective current version shall come into consideration. If an Incoterms® clause used does not correspond to the Incoterms® valid at the time of use, the Incoterms® clause which most closely corresponds to the Incoterms® clause used shall apply.

### 3.3

The agreed prices are fixed prices that include the packaging suitable for transport and the necessary transport aids (e.g. pallets and collars). Subsequent claims of any kind are excluded. If no prices are stated in the purchase order, the current list prices of the supplier with the customary deductions shall apply. Price increases, changes with regard to minimum quantities, the product range or the supplier's delivery conditions in relation to Würth International shall, without exception, be announced with three months' notice and approved in writing by Würth International. The agreement on the place of performance shall not be affected by the type of pricing.

### 3.4

If a price other than "FCA", "EX WORKS" (ex works or ex warehouse) or equivalent has been agreed, the goods shall be transported by a freight forwarder designated by Würth International.

### 3.5

Delivery notes, invoices and all correspondence shall contain the order number of Würth International. Würth International article numbers shall be indicated on delivery notes, invoices and quotations.

### 3.6

Würth International shall only accept the ordered quantities or numbers of items. In individual cases, up to 10% (ten per cent) over-deliveries and up to 5% (five per cent) under-deliveries may be approved by Würth International after prior consultation.

### 3.7

The goods shall be delivered in a form suitable for order picking on new or as-good-as-new europallets suitable for conveyor belts and high racks (at least class A, EPAL stamped and treated in accordance with the IPPC standard/ISPM 15). Stickers shall be used to clearly mark non-stackable pallets as such. After consultation with Würth International, small consignments that do not require delivery on pallets can be delivered without pallets in a manner appropriate for transport.

### 3.8

The goods shall be packed in such a way that transport damage is avoided and the storage space in the respective means of transport is optimally utilised. Packaging materials shall only be used to the extent necessary to achieve these purposes. Only environmentally friendly packaging materials may be used. The supplier's obligation to take back packaging shall be governed by the customary and/or statutory provisions. If, by way of exception, packaging is invoiced separately to Würth International in accordance with prior written agreement, Würth International is entitled to return packaging that is in good condition to the supplier carriage paid against payment of two thirds of the value listed on the invoice.

### 3.9

Suppliers of articles whose transport is considered hazardous according to the applicable national and international regulations on the transport of hazardous goods (SDR/ADR, RSD/RID, ADN, ICAO-TI/IATA-DGR, IMO/IMDG, etc.) and/or the provisions of Regulation EC No 1272/2008 as well as Directives 67/548/EEC and 1999/45/EC pledge to comply with the relevant provisions concerning the packaging, hazard marking and labelling of the goods and to provide the freight forwarder commissioned by Würth International with the documents and forms necessary for transport.

### 3.10

In addition, the supplier documents provided by Würth International and, in particular, the shipping, packaging, hazard marking and labelling regulations of Würth International apply (see section 15.1). All expenses and additional costs of any kind incurred by Würth International due to the supplier's non-compliance with these regulations shall be invoiced to the supplier.

### 3.11

If Würth International informs the supplier of the discontinuation of an article, the supplier shall notify Würth International in writing of any remaining stock and scrapping costs within 5 (five) working days. Scrapping costs up to 100 (one hundred) euros per article shall be borne by the supplier.

## 4. Invoicing and payment

### 4.1

Invoices shall be submitted separately in proper, electronic form (see supplier documentation) after delivery together with all associated documents and data insofar as necessary for understanding the invoices. Würth International has the right to refuse performance until a proper invoice has been submitted. The actual quantities, weights or other units on which the delivery is based, as well as the agreed prices, shall be authoritative for payment.

### 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. For collection of the supplier's receivables from Würth International, the supplier shall conclude a separate payment settlement agreement with Würth Finance International B.V., Amsterdam, Rorschach Branch. In the event of conflicting claims of Würth International and the supplier, Würth International and Würth Finance International B.V., Amsterdam, Rorschach Branch, are entitled to a comprehensive offsetting right. The terms and conditions of payment agreed with the supplier in the master contract shall apply. The payment period shall commence as soon as the

delivery or performance has been provided in full and a proper invoice has been received.

#### 4.3

Insofar as certificates of material tests have been agreed, they form an integral part of the delivery and shall be sent to Würth International together with the delivery. However, they shall be received by Würth International no later than 5 (five) working 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 any acknowledgement of the deliveries or performances as being in accordance with the agreement and in particular does not constitute a waiver of a notice of defects with regard to the invoiced goods or performances. In the event of defective delivery, Würth International is entitled to withhold payment on a pro rata basis until proper performance has occurred. Würth International is entitled to further rights to offsetting and retention to the extent provided by law.

#### 4.5

Any forms of financing solutions, such as advance payments or payments before the invoice is due, shall be agreed separately with the supplier on a case-by-case basis by Würth Finance International B.V., Amsterdam, Rorschach Branch.

#### 4.6

The supplier is not entitled to assign their claims against Würth International without the prior written consent of Würth International, but such consent may not be unreasonably withheld.

### 5. Origin of goods, customs tariff number, regulations on international trade in goods

#### 5.1

The supplier shall indicate and continuously update the preferential and non-preferential origin of goods, the customs tariff number and, if applicable, the hazardous goods description of each article delivered by the supplier. The supplier is liable for the accuracy of this information. Würth International shall always be notified in advance in writing of any changes to the hazardous goods designation, the production location, the origin of the goods or the customs tariff number. Since such changes usually indicate changes in the guaranteed characteristics of the articles to be delivered, delivery of such articles is only possible after Würth International provides written approval. Approval may be refused without specification of reasons. Articles with a changed origin of goods or customs tariff number can no longer be delivered to Würth International if they are not approved.

#### 5.2

The supplier pledges to observe and comply with the relevant national export control regulations (including 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 International thereof in writing. In the applicable case, the supplier shall mark the article in their quotations, order confirmations and all accompanying documents accordingly and unambiguously with

understandable specifications of ECCN/GCN (export control classification numbers/goods control numbers).

### 6. Delivery deadlines, delay in delivery, force majeure

#### 6.1

The agreed scheduled delivery period shall commence at the time of conclusion of the agreement.

#### 6.2

The agreed delivery deadlines (“goods ready dates”) are binding. The supplier shall be in default if a fixed delivery deadline expires without it being necessary for a reminder to be sent. The agreed Incoterms® shall be decisive for compliance with the delivery deadline. Insofar as acceptance is required, the supplier shall be in default without a reminder being sent if they have not rendered the performance by the agreed date or if they have rendered the performance only in such a way that acceptance can be refused.

#### 6.3

If the supplier realises that an agreed deadline cannot be met, they shall inform Würth International in writing without delay, stating the reasons and the expected duration of the delay.

#### 6.4

If the supplier is in default by exceeding the delivery deadline (“goods ready date”), they shall be charged for any necessary express transports or similar measures that Würth International has to take in order to meet deadlines in regard to their customers. In addition, Würth International is entitled to claim a contractual penalty of 5% (five per cent) of the order amount of the corresponding item, but at least EUR 50. If a grace period is set for the performance owed because the supplier has missed a deadline and if the new deadline is also missed, the supplier shall be charged all costs incurred by Würth International and by Würth International’s customers as a result of the delay. Claims for damages for delay on the part of Würth International remain unaffected by this (see section 6.6 of these general terms and conditions of purchase). The contractual penalty can still be claimed until the invoice is paid. The contractual penalty shall be set off against a claim for damages for delay. In the event of timely notification and creditable reasons for the delay (see section 6.3 above), Würth International shall waive the assertion of the contractual penalty.

#### 6.5

The supplier can only claim absence of necessary documents to be supplied by Würth International if the supplier sends a written reminder for the documents and does not receive them within a reasonable period of time.

#### 6.6

In the event of non-compliance with agreed delivery deadlines due to circumstances for which the supplier is responsible, Würth International is entitled to claim damages without prejudice to further legal provisions. In addition, Würth International is entitled to withdraw from the contract. Acceptance of the delayed delivery or performance does not constitute a waiver of claims for compensation. In the event of repeated delays in delivery, Würth International is entitled, after prior warning, to cancel all purchase orders not yet fulfilled at that time with immediate effect.

**6.7**

Force majeure shall release the contracting parties from their performance obligations for the duration of the disruption and the extent of their effect. Within the bounds of what is reasonable, the contracting parties are obliged to inform each other immediately and to adapt their obligations to the changed circumstances in good faith. Würth International is released from the obligation to accept the ordered goods in whole or in part and is therefore entitled to withdraw from the purchase order if the goods can no longer be used by Würth International – taking into account economic aspects – due to the delay in delivery caused by force majeure.

**6.8**

If delivery is made earlier than agreed, Würth International reserves the right to return the goods at the supplier's expense. If no return is made in the case of early delivery, the goods shall be stored at the supplier's expense and risk at Würth International until the agreed delivery deadline. In the event of early delivery, Würth International reserves the right to not make payment until the agreed due date.

**6.9**

Würth International accepts partial deliveries only by express agreement. In the case of agreed partial deliveries, the remaining quantity shall be listed.

**7. Liability****7.1**

Unless otherwise stipulated in these general terms and conditions of purchase, the parties shall be liable for any form of breach of contract in accordance with the statutory provisions.

**7.2**

If Würth International or a third party suffers damage due to delivery of defective goods or defective rendering of a performance or other breach of contractual obligations, the supplier is obliged to pay compensation for damage.

**7.3**

The supplier is liable for measures taken by Würth International or by customers of Würth International to avert damage (e.g. recall action) insofar as the damage was caused by a defect in the product supplied by the supplier.

**7.4**

The supplier shall insure itself in an appropriate amount against all risks arising from product liability, including the risk of recall (including installation and removal/replacement). Würth International is entitled to request confirmation of insurance from the supplier.

**8. Article requests****8.1**

The specifications and technical documentation agreed with the supplier in writing shall be authoritative for the quality of the articles; in the absence of specification/documentation agreed in writing, it shall be the information provided by the supplier in technical (safety) data sheets, displays, descriptions of the scope of delivery or drawings. Upon request, the documents shall also be provided in English within 10 working days. To report the data, the supplier

shall use the systems/platforms provided for this purpose by Würth International.

**8.2**

Würth International shall be notified in advance of any adjustments or changes affecting the nature, composition or use of an article without it being necessary to prompt the supplier to provide such notification. The supplier pledges to substantiate this information in the form of revised technical (safety) data sheets, specifications, descriptions, and so on and to make them available to Würth International without it being necessary to prompt the supplier to do so.

**8.3**

The supplier shall ensure that the latest markings/inscriptions or labels/tags approved by Würth International are always used on all articles.

**8.4**

Articles displaying a best-before date shall have at least 75% (seventy-five per cent) of their complete shelf life upon delivery. Articles with a shelf life of less than 12 months shall still have a shelf life of at least 9 (nine) months upon delivery to the warehouse.

**9. Guarantee****9.1**

The supplier guarantees that the articles (contractual objects) are free of defects, have the agreed quality and, if applicable, the warranted characteristics and comply with the recognised rules of engineering and the safety rules applicable at the time of delivery or performance. The supplier pledges to use environmentally friendly articles and processes for their deliveries/performances and also for subcontracted or ancillary performances of third parties within the scope of the economic and technical possibilities. The supplier shall be liable for the environmental compatibility of the delivered articles and packaging materials as well as for all consequential damage resulting from the violation of their statutory disposal obligations. At the request of Würth International, the supplier shall issue a certificate of inspection for the delivered goods.

**9.2**

Würth International shall immediately notify the supplier in writing of any obvious defects in the delivery/performance 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 at Würth International or at the designated recipient address. In this respect, the supplier waives the defence of delayed notification of defects.

**9.3**

The agreed quality of an article also includes properties which Würth International may expect on the basis of public statements made by the supplier (possibly also by the manufacturer or its agents), in particular in advertising or in labelling in regard to certain properties, unless at the time of conclusion of the agreement they had been rectified in an equivalent manner or were in variance with agreed properties or could not influence the purchase decision. This does not apply if the supplier was not aware of the statement and was not obligated to be aware of it.

**9.4**

In the case of both purchase contracts and contracts for work and services, Würth International has the right to choose the type of subsequent performance, unless the supplier has the right to refuse subsequent performance or Würth International chooses a right of subsequent performance that is unreasonable for the supplier.

**9.5**

If there is a defect in the delivered article or the created work, Würth International may, after unsuccessful expiry of a reasonable period set for subsequent performance, remedy the defect itself and demand reimbursement of the necessary expenses if the supplier refuses subsequent performance without proper justification. In urgent cases, in particular to avert an acute risk of considerable damage, Würth International may remedy the defect itself at the supplier's expense even without setting a deadline for subsequent performance. This includes having implementation by third parties of rectification of defects commissioned by Würth International as well as procurement of defect-free contractual objects from third parties.

**9.6**

If, as a result of defective delivery, it becomes necessary to inspect the goods to an extent exceeding the usual scope (incoming goods inspection and returns inspection), the supplier shall bear the costs.

**9.7**

The supplier shall bear the costs and risk of separating out, returning and/or scrapping defective delivery objects.

**9.8**

Unless expressly agreed otherwise, the guarantee period is 24 (twenty-four) months. It begins with delivery of the delivery object to Würth International or the third party named by it at the place of receipt or use specified by Würth International. If acceptance dates have been agreed, the guarantee period shall commence upon successful acceptance. If acceptance is delayed through no fault of the supplier, the guarantee period shall commence no later than 12 (twelve) months after the delivery object has been made available for acceptance.

**9.9**

For delivered parts which could not remain in operation during investigation of the defect and/or rectification of the defect, the ongoing guarantee period shall be extended by the time of interruption of operation.

**9.10**

For repaired or newly delivered parts, the guarantee period shall begin anew at this point in time.

**9.11**

Claims which already exist at the beginning of the guarantee period or which arise during the guarantee period shall become time-barred in accordance with the statutory limitation periods. The limitation period begins to run when the claim arises.

**9.12**

In the event of defects of title, the supplier shall indemnify Würth International against any existing claims of third parties. With regard to defects of title, the limitation period shall be 10 (ten) years. This limitation period begins at the end of the year in which the claim arose and Würth International becomes aware of the circumstances giving rise to the claim and of the identity of the debtor.

**9.13**

If, as a result of defectiveness (material defect) of the articles delivered by the supplier, Würth International has to take them back, accept a reduction in the purchase price or remuneration or pay compensation or reimbursement of expenses to their customer, the limitation period for Würth International's claims against the contractual partner shall commence two months after the point in time at which Würth International has satisfied the claims of their customer at the earliest. This suspension of expiry ends five years after the date on which the supplier delivered the article(s) to Würth International at the latest.

**9.14**

If a claim is made against Würth International for violation of domestic or foreign product liability regulations or laws due to a demonstrable defect in the article that is attributable to goods supplied by the supplier, Würth International is entitled to demand compensation for this damage from the supplier to the extent that the defect is caused by articles supplied by the supplier. This damage also includes the costs of any necessary recall. If a defect occurs in a part supplied by the supplier, it shall be assumed that the defect arose exclusively within the supplier's area of responsibility.

**9.15**

The supplier shall carry out quality assurance that is suitable in type and extent and that corresponds to the latest state of the art and shall prove this to Würth International upon request. Insofar as special tests by the supplier are provided for in the technical specifications, the supplier shall carry these out and keep the corresponding evidence available for submission.

**10. Regulations and guidelines, supplier audit****10.1**

The supplier guarantees and assures that all deliveries/performances comply with the latest state of the art, the relevant legal provisions and the regulations and guidelines of authorities, trade associations and professional associations. If deviations from these regulations are necessary in individual cases, the supplier shall obtain written consent for this. The supplier's guarantee obligation shall not be limited by this consent. If the supplier has reservations about the type of execution requested by Würth International, the supplier shall inform Würth International immediately in writing.

**10.2**

Würth International reserves the right to carry out an unannounced audit at the supplier's premises at its own expense for the purpose of a fundamental assessment but in particular in the event of complaints.

**11. Regulation (EC) No 1907/2006 (REACH), VOCs****11.1**

The supplier guarantees that the articles delivered by it comply with the provisions of Regulation (EC) No 1907/2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals (the REACH Regulation). The substances contained in the supplier's articles are, as far as required under the provisions of the REACH Regulation, pre-registered or registered after expiry of the transitional periods unless the substance is exempted from registration.

### 11.2

Suppliers with their registered office in non-EU countries pledge to appoint an Only Representative (OR) with registered office in the EU in accordance with section 8 of the REACH Regulation and to inform Würth International of this with specification of name and address. The OR takes responsibility for all registration and other REACH obligations of the supplier. If the OR has conducted pre-registration or registration, this shall be communicated to Würth International with specification of the registration number. In the event that the OR changes or ceases its activities, the supplier shall inform Würth International of this immediately.

### 11.3

The articles delivered by the supplier shall not contain any substances on the so-called candidate list as per paragraph 59(1, 10) of the REACH Regulation. The supplier pledges to inform Würth International immediately in writing if – for whatever reason – articles delivered by it contain substances on the candidate list; this applies in particular in the event of an extension/addition to the candidate list. The supplier shall name the individual substances and indicate the percentage by mass. In addition, the supplier shall make every effort to find replacements for these substances as quickly as possible.

### 11.4

The supplier further pledges that the articles supplied by them comply with all the 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 provided notification to the Classification and Labelling Index in accordance with paragraphs 39–42 of the CLP Regulation in regard to the delivered articles.

### 11.5

In the event that the supplier violates any of the aforementioned obligations, Würth International shall be entitled at any time to cancel the corresponding purchase order immediately and to refuse acceptance of the corresponding delivery without incurring any costs. Any existing claims for damages shall remain unaffected; cancellation or refusal of acceptance shall not constitute a waiver of any claims for damages.

### 11.6

If the supplier delivers products containing VOCs, they shall declare the weight required in the EU as well as in Switzerland. For the weight required in Switzerland, guideline 67 (incentive tax on volatile organic compounds (VOC)) of the Swiss Customs Administration is authoritative.

## 12. Intellectual property rights

### 12.1

The supplier warrants and represents that all deliveries worldwide are free from third-party industrial property rights and that delivery and use of the delivery

objects do not infringe on any patents, licences or other third-party industrial property rights.

### 12.2

The supplier indemnifies Würth International and customers of Würth International against claims of third parties arising from any infringements of property rights and shall bear all costs incurred by Würth International in this context.

### 12.3

Taking into account the duty of care of a prudent business operator, Würth International is entitled to obtain permission for use of the delivery objects and performances concerned from the entitled party at the supplier's expense.

### 12.4

All articles (including packaging and containers) bearing the Würth logo or the Würth trademark or labelled with the wording "Würth" may only be manufactured, sold or put into circulation with the express permission of Würth International as the sole registered trademark holder. This authorisation may also be granted for a limited period of time and may be revoked at any time without specification of reasons. This protection provision also applies in particular to direct deliveries of Würth-branded articles to Würth national subsidiaries (direct business) and also applies to all other trademarks applied for and/or registered by the Würth Group.

### 12.5

All requests from Würth national subsidiaries ("Würth Line") – with the exception of those based in Germany – regarding deliveries of Würth-branded articles, submission of quotations, price overviews, and so on shall not be processed by the supplier but shall be immediately forwarded to Würth International. The supplier points out to the Würth national subsidiary that their business with the Würth Group is coordinated exclusively by the central purchasing department of Würth International (see section 12.4). An intentional or grossly negligent breach of this provision may result in immediate payment of a contractual penalty amounting to 20% of the average annual sales generated with the Würth national companies over the last two years. Würth International expressly reserves the right to claim further damages in excess of this contractual penalty.

### 12.6

If Würth International establishes a breach of the provisions of section 12.4 or 12.5, it may in particular claim as damages the average annual sales of the last two years demonstrably achieved with the national subsidiaries. Würth International expressly reserves the right to claim further damages in excess of this contractual penalty.

## 13. Corporate Social Responsibility, Supplier Code of Conduct

### 13.1

Würth International strives to meet 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 corporate processes. Würth International therefore requires sustainable, ethical and law-abiding behaviour from suppliers and their subcontractors. The Supplier Code of Conduct of Würth International is an integral part of the



Master Contract and thus of these General Terms and Conditions of Purchase. By signing the Master Contract, the supplier therefore simultaneously and expressly undertakes to comply with the guiding principles contained in the Supplier Code of Conduct of Würth International for sustainable, ethical and law-abiding conduct along its entire supply chain, to comply with necessary due diligence obligations and to carry out corresponding risk analyses in order to be able to identify any risks in its own business operations and at its subcontractors. In order for Würth International to meet its legal CSR reporting obligations, the supplier supports it with the necessary transparency as well as documentation and reports. If the supplier determines that the violation of a protected legal position or the breach of one of the aforementioned obligations (CSR) has already occurred or is imminent in its own business operations or at a subcontractor, it must immediately take appropriate corrective actions to prevent, end or minimise this violation or breach. Furthermore, the supplier undertakes to continuously incorporate developments in the area of corporate social responsibility and corresponding multilateral agreements into its own internal processes.

### **13.2**

The latest version of the Supplier Code of Conduct can be accessed at any time on the supplier portal or the [Würth International website](#). Any violations of the provisions set out in this document shall be immediately reported to Würth International. Serious violations of individual provisions may result in immediate termination of the business relationship.

## **14. Data protection**

### **14.1**

If the supplier collects, stores or otherwise uses personal information of employees or third parties (such as customers or upstream suppliers) in the course of their business relationship with Würth International, it shall do so according to and in compliance with the applicable statutory data protection provisions.

### **14.2**

The supplier agrees that Würth International may process personal information of contact persons and employees of the supplier within the scope of the business relationship. Such processing may also involve the transfer of personal information within the Würth Group. If personal information has to be transferred to companies of the Würth Group (e.g. customers of Würth International) that are located in countries without an adequate level of data

protection, Würth International ensures the protection of the personal information in another way (Group-wide data transfer agreement).

## **15. Final provisions**

### **15.1**

The supplier documentation, supplier contracts and Supplier Code of Conduct are made available to the supplier through the supplier portal. The supplier can request the password required for access from Würth International Purchasing.

### **15.2**

The relationship between the supplier and Würth International shall be governed exclusively by the substantive law of Switzerland to the exclusion of international law on the sale of goods.

### **15.3**

The contractual language is German. Insofar as the contracting parties also use another language, the wording in the German version shall take precedence.

### **15.4**

Any disputes arising in connection with this agreement are to be filed at the court with jurisdiction over the headquarters of Würth International. Würth International is also entitled to bring legal action against the supplier at any other admissible location.