

## Terms and Conditions of Purchase of SEW-EURODRIVE GmbH & Co KG

### 1. Contractual scope

(1) These general terms and conditions of purchase ("GTP") of SEW-EURODRIVE GmbH & Co KG ("SEW") apply to all business relationships with a supplier who is an entrepreneur as defined in § 14 of the German Civil Code (BGB), a legal person under public law or a public law special fund ("Seller"). An entrepreneur as defined in § 14 of the German Civil Code (BGB) is any natural or legal person or partnership with legal capacity that, in concluding a legal transaction, is exercising its commercial or independent professional activities.

(2) These GTP shall apply exclusively; terms and conditions of business of the Seller or of third parties shall not apply, even if SEW does not object to their applicability in an individual case. Even if SEW refers to a written document of the Seller (in particular an quotation but without being restricted to such) which contains or refers to terms and conditions of business of the Seller or of a third party, this shall not give rise to any agreement on the part of SEW to the applicability of such terms and conditions of business. These general terms and conditions of purchase shall also apply exclusively, even if SEW accepts or pays for delivered goods and services of the Seller in the knowledge of contrary terms and conditions of the Seller.

(3) The provisions contained in the packaging handbook of SEW shall apply (these can be viewed at:

[https://www.sew-eurodrive.de/media/segw\\_eurodrive/lieferantenhandbuecher/packaging-manual-en.pdf](https://www.sew-eurodrive.de/media/segw_eurodrive/lieferantenhandbuecher/packaging-manual-en.pdf)).

### 2. Orders and engagements

(1) Only the content notified by SEW in written form shall become the contractual object of an order. Any orders, supplements or other agreements which are issued orally and/or by telephone prior to, at the time of or after the conclusion of the contract shall only become effective following SEW's written confirmation.

(2) Written form as defined in these GTP will also be fulfilled if a text is sent by fax, email or remote data transfer.

(3) SEW's order shall be deemed to be binding at the earliest following our written submission of confirmation. Obvious typing and computing errors in the order or in order documents shall not give rise to any obligation.

(4) The Seller must confirm orders of SEW within one (1) week of receipt of the order in text form. Following the expiry of the deadline, SEW shall no longer be bound by the order.

(5) Unless expressly agreed otherwise, cost estimates of the Seller shall always be binding and will not be remunerated by SEW.

### 3. Scope of services

(1) The Seller's delivery must contain all parts, components, documents and documentation which are necessary taking into account their contractual use and compliance with the agreed quality of the contractual object, even if these are not listed (or not fully listed) in the order.

(2) The Seller shall be obliged to inform SEW in written form and in advance if it changes procurement sources for materials or components, carries out significant changes to the manufacturing process or changes production locations for the goods.

(3) Without the prior written agreement of SEW, the Seller is not entitled to have services or parts of services owed by it carried out by third parties.

(4) A delivery note stating the date (issue and shipping), content of the delivery (article numbers and quantities) and SEW's order number (date and number) must be attached to the delivery. Should the delivery note be missing or incomplete, SEW shall not be responsible for any delays to processing and payment which arise as a result. Separately from the delivery note, a corresponding dispatch notification with the same content must be sent to SEW.

### 4. IT services

(1) If the subject matter of the contract is the delivery or permanent transfer of standard software (software purchase), SEW shall acquire a non-exclusive, transferable right (to associated companies in accordance with § 15 of the German Stock Corporation Act (AktG) and also to companies which are at least 50% owned directly or indirectly by the same legal or natural person or persons) to use the software – irrespective of the type of provision (for example on data media, by download, for online use) – which may be sub-licensed and which shall be perpetual in terms of time, space and content for use and duplication to the agreed extent (for example according to number of users) for its own commercial purposes. Clear and complete user documentation must be provided together with the standard software in German. The provision above also applies to standard software which is handed over to SEW as a dependent part of another object of delivery, for example as firmware or embedded software.

(2) If the subject matter of the contract is the handover of standard software for a limited period of time (software rental), paragraph (1) shall apply accordingly, with the proviso that the right of use and duplication will be limited to the agreed duration of the handover and cannot be assigned to third parties.

(3) Deviating terms and conditions of license and use for standard software shall only apply if SEW has expressly agreed to them in writing. If SEW has agreed in writing to the applicability of the license conditions or conditions relating to rights of use of the Seller or of a third party in an individual case, those provisions relating to the license conditions or conditions relating to rights of use which determine the type and scope of the rights of use shall apply exclusively. Other provisions shall not apply, in particular to the extent that these regulate rights relating to defects or questions of liability.

(4) SEW shall acquire the exclusive, transferable, sub-licensable right of use, duplication, distribution, public reproduction, processing and the right to make publicly accessible which shall be unlimited in terms of time, space and content in relation to software which is created individually for SEW (individual software), as well as in relation to all other work results which form the subject matter of the contract and which are created individually for SEW by the Seller (this includes documentation, concepts, etc. in particular). In the case of software, this applies both to the object code and the source code.

(5) If the subject matter of the contract is the creation of individual software or another individual work result for SEW, the Seller shall be responsible for documenting the services which form the subject matter of the contract in a comprehensible (programming) technical manner as a primary performance obligation. When creating individual software, this must always be delivered to SEW, including the source code and programming documentation.

#### Hauptverwaltung / Headquarters

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[sew@sew-eurodrive.de](mailto:sew@sew-eurodrive.de)

#### Bankverbindungen / Bank accounts

Deutsche Bank AG	IBAN DE61660700040200425700	BIC DEUTDE33
Commerzbank Bruchsal	IBAN DE22663400180470888900	BIC COBADE33
LBBW	IBAN DE21600501010008628604	BIC SOLADE33
Sparkasse Kraichgau	IBAN DE8566350036000020313	BIC BRUSDE33

#### USt-Ident.-Nr. / VAT Regist. No. DE 143080517

Kommanditgesellschaft, Sitz: Bruchsal, RG Mannheim HRA 230970  
Komplementärin: SEW-EURODRIVE Verwaltungs-GmbH  
Sitz: Bruchsal, RG Mannheim HRB 230207  
Geschäftsführender Gesellschafter: Jürgen Blickle  
Geschäftsführung: Jürgen Blickle (Vorsitzender), Udo Aull, Dr. Jörg Hermes,  
Dr. Hans Krattenmacher, Christian Mayer, Johann Soder, Dr. Jürgen Zanghellini

(6) The use of open software in connection with the contractual service is only permitted with the prior written agreement of SEW. Should the Seller use open source software without the prior written agreement of SEW, then following a request by SEW, the Seller must do everything that is reasonable in order to replace the open software with equivalent proprietary software. The Seller shall release SEW from all third party claims and associated costs regardless of the amount which may arise from the use of open software without the prior agreement of SEW, unless the Seller is not responsible for the use and/or resulting breach of third-party rights.

(7) Should the Seller use open software in connection with the contractual services with the agreement of SEW, the Seller shall be obliged to provide SEW with all information and materials which are necessary for SEW to be able to use, duplicate and distribute the open source software in compliance with the applicable license conditions, including in particular: (i) a list of the open source software which has been used for the contractual services, stating the version number, (ii) designation and version numbers of the respectively applicable license terms (for example GNU Lesser General Public License v.3.0), (iii) source from which the open source software was obtained, (iv) any copyright notices which must be provided, content of notice files and other information, (v) information if the open source software has been modified by the Seller and (vi) type of linking (dynamic/static). Furthermore, the Seller shall be obliged to deliver to SEW an archive file of all source code files for the open source software and associated software components (in particular makefiles, scripts), as well as instructions for compiling the source code in installable object code, if and to the extent that SEW must provide the said materials when distributing the open source software used by the Seller in connection with the contractual services in accordance with the applicable license terms.

(8) When performing services in the area of information technology, the Seller shall comply with the state of technology, as well as the generally recognized (quality) standards, work methods and other applicable norms. The Seller shall check software and data media with an up-to-date anti-virus scanner prior to the handover to SEW and shall ensure that the software and data medias do not contain and viruses, worms, trojans or other malware.

(9) The Seller shall ensure that all employee inventions which arise during the course of the provision of the contractual services are assigned to SEW following a request by the latter.

(10) Unless otherwise agreed in writing in an individual case, the granting and assignment of the rights in accordance with the provisions of this Section 4 shall be fully and finally settled by means of the remuneration for the respectively agreed services.

## 5. Delivery time and place of performance

(1) The delivery time stated by SEW in the order or otherwise applicable according to these GTP (delivery date or delivery deadline) shall be binding. The receipt of the goods at the delivery location stated in SEW's order shall be decisive in relation to compliance with agreed delivery dates.

(2) Unless otherwise agreed, delivery within Germany shall be "carriage paid" to the location stated in the order. Should the destination location not be stated and should no other agreement be in place, the delivery must take place to the place of business of SEW.

(3) The respective destination location is also the place of performance for the delivery and any supplementary performance (obligation to deliver).

(4) The Seller shall be obliged to immediately inform SEW in writing, should circumstances occur or become apparent which mean that the delivery time cannot be complied with.

(5) In case of a delay on the part of the Seller, SEW is entitled to charge a contractual penalty to the sum of 0.5% of the net order value for each commenced week of delay, unless the Seller is not responsible for the

delivery delay. However, the contractual penalty shall be limited to 5% of the net order value. SEW must claim the contractual penalty at the time of final payment at the latest. Cases of force majeure are excluded. Further claims of SEW shall remain unaffected. The delivery claim of SEW shall not be excluded until the Seller provides compensation in lieu of delivery following a request by SEW. The acceptance of the delayed delivery shall not represent any waiving of damages claims or the contractual penalty. The contractual penalty shall be set off against losses due to delay to be compensated by the Seller.

(6) The statutory regulations shall apply to delayed acceptance on the part of SEW. However, the Seller must also expressly offer SEW performance if an action or co-operation by SEW (e.g. provision of material) is agreed for a specific or determinable calendar time.

## 6. Procurement risk and transfer of risk

(1) The Seller shall bear the procurement risk for its services.

(2) The risk of incidental loss and incidental deterioration of the item shall be transferred to SEW at the time of handover at the performance location. If acceptance has been agreed, this shall be decisive in relation to the transfer of risk.

## 7. Prices, payment terms and invoices

(1) The price stated in the order is binding and subject to statutory value added tax, unless this is stated separately.

(2) Unless otherwise agreed in an individual case, the price includes all services and ancillary services of the Seller (for example assembly and installation), as well as all other secondary expenses (for example proper packaging, transport costs for delivery to the performance location and any transportation and liability insurance).

(3) If the agreement concluded does not include the price of the packaging and if the fee for the packaging – where not only provided on loan – is not expressly stated, this is to be charged at the verifiable cost price. Following a request by SEW, the Seller must retake possession of the packaging at its own expense.

(4) Unless otherwise agreed, SEW will pay the agreed price within fourteen (14) calendar days with a three (3) percent discount or within thirty (30) calendar days net, following delivery of the goods and receipt of the services and invoice. The receipt of the remittance order by SEW's bank shall suffice in relation to the timeliness of the payments owed. The payment period for goods delivered and invoiced prior to the agreed date shall not start until they should have been delivered as agreed in the contract.

(5) All payments are made with the proviso that they are subject to the assertion of warranty claims and other damages claims.

(6) SEW's order number, article number, delivery quantity and delivery address must be stated in all order confirmations, delivery papers and invoices. Should one or more parts of this information be missing and should the processing by SEW within the framework of normal business operations be delayed, the payment deadlines stated in paragraph (4) above shall be extended by the period of delay.

(7) A single copy of the invoice must be sent to the main administration office of SEW in Bruchsal, Germany (accounts department) immediately after shipping the goods or providing the service, with the data referred to above in paragraph (6). Invoices must not be attached to deliveries.

(8) SEW shall be entitled to rights of set-off and retention and to a plea of non-fulfillment of the contract to the extent mandated by law. In particular, SEW shall be entitled to retain payments which are due, for as long as SEW remains entitled to claims due to incomplete or defective performance against the Seller.

(9) The Seller shall only have a right of retention if the counterclaims have been acknowledged by a court or are undisputed. The Seller may only claim a right of retention if its counterclaim relates to the same contractual relationship.

## 8. Safeguarding SEW's ownership

(1) Where SEW provides the Seller with parts, SEW shall retain ownership. Processing or modifications by the Seller shall be carried out for SEW. If SEW's goods subject to a retention of ownership are processed or modified together with objects which do not belong to SEW, SEW shall acquire co-ownership of the new object in the ratio of the value of SEW's goods (purchase price plus value added tax) in relation to the other processed objects at the time of processing or modification.

(2) If the parts provided by SEW are inseparably mixed with other objects which do not belong to SEW, SEW shall acquire co-ownership of the new object in the ratio of the value of the goods subject to a retention of ownership (purchase price plus value added tax) in relation to the other mixed objects at the time of mixing. If the mixing is performed in such a way that the Seller's object must be considered the principal item, it is hereby deemed to be agreed that the Seller will assign pro rata co-ownership to SEW to the amount of the value of the object provided by SEW.

(3) The Seller shall keep the sole or co-ownership for SEW.

(4) Work tools, equipment and models which SEW provides to the Seller or which are created for contractual purposes and which are charged to SEW separately by the Seller shall remain the property of SEW or SEW shall acquire ownership of these. The Seller must make clear that such objects belong to SEW, must store these diligently and only use them for the contractual purposes. The Seller must also insure them against fire, water damage and theft at its own expense at the replacement value. The Seller may make inquiries of SEW concerning the sum of the replacement value. The Seller hereby assigns all claims under the said insurance policy to SEW in advance. SEW hereby accepts the assignment. If the insurance policy does not permit such an assignment, the Seller shall instruct the insurance company to only make payments to SEW. This shall not affect any further statutory claims on the part of SEW. The Seller shall be obliged to carry out any necessary maintenance and inspection work in connection with work tools, equipment and models belonging to SEW in good time at its own expense. SEW must be notified of any defects by the Seller immediately in writing. Should the Seller fail to do so, damages claims shall remain unaffected, unless the Seller is not responsible for the breach of obligation. Further claims shall also remain unaffected.

(5) The Seller shall be obliged to immediately return the parts, work tools, equipment and models to SEW at the time of termination of the contract. The same applies, should the handover of the provided parts, work tools, equipment or models no longer be necessary. The return transport takes place at the expense and risk of the Seller. The Seller shall be obliged to compensate SEW for any wear and tear or other deterioration of the parts, work tools, equipment and models which goes beyond natural wear and tear, unless the Seller is not responsible for wear and tear or other deterioration which goes beyond natural wear and tear.

## 9. Transfer of ownership

The transfer of ownership of the goods to SEW shall be unconditional and regardless of payment of the price. At the time of handover of the goods to SEW, the ownership in relation to these shall be transferred to SEW.

## 10. Incoming goods inspection and defect notification

(1) SEW must notify the Seller of recognizable defects immediately following delivery of the goods. SEW must notify the Seller of hidden defects immediately after their discovery. The notification shall be deemed to be immediate if it takes place within two (2) weeks of delivery in case of recognizable defects and if it takes place within two (2) weeks of discovery in case of hidden defects. In case of deliveries which are comprised of a large number of identical goods, SEW must inspect a rea-

sonable quantity of the delivered goods for defects. Should the goods become unsellable due to the inspection, the quantity to be inspected shall be reduced to a reasonable extent. Should individual samples of a delivery be defective, then SEW may, at its option, either request that the defective items be separated out by the Seller or assert defect claims for the entire delivery in accordance with the law. Timely sending shall suffice in case of delay to and loss of the notification.

(2) Should an investigation of the goods which goes beyond the usual extent of the incoming goods inspection become necessary due to defects in relation to the goods (for example multiple random sample checks, further inspection procedures), in particular in order to prevent further damage due to the installation or use of the goods, the Seller must pay the additional costs which are incurred in this respect.

(3) SEW is not obliged to check any samples or models which have been provided by the Seller, unless otherwise agreed between the parties in writing.

## 11. Defect claims of SEW

(1) Unless otherwise stated below, the statutory regulations shall apply in relation to the rights of SEW in case of material defects and defects of title in relation to the goods (including incorrect or reduced deliveries, incorrect assembly and incorrect assembly, operating or user instructions in particular) and in case of other breaches of obligations on the part of the Seller.

(2) At the time of the transfer of risk to SEW, the goods must demonstrate the agreed quality. The agreed quality shall be defined, in particular, by the specifications, drawings, descriptions and other documents, as well as the product descriptions which form part of the respective contract – in particular where described or referred to in SEW's order – or are incorporated in the contract in the same manner as these general terms and conditions of purchase. It does not matter in this context whether the product description originates from SEW, the Seller or the manufacturer.

(3) SEW is entitled to request correction of the defect or the delivery of defect-free goods as supplementary performance. The Seller may only reject the type of supplementary performance requested by SEW in accordance with the applicable statutory provisions.

(4) The Seller must pay the necessary expenses for the purpose of supplementary performance. This also applies if the goods have been moved to a location other than the delivery address stated by SEW following delivery in accordance with their intended use. Further claims of SEW shall remain unaffected.

(5) Should the Seller fail to comply with its supplementary performance obligation within a reasonable period set by SEW, SEW may correct the defect itself or arrange for it to be corrected by a third party and request reimbursement of the necessary expenses in this respect or a corresponding advance payment, unless the Seller is not responsible for failure to provide the service owed following expiry of the period of grace. If the Seller's supplementary performance fails, if it is unreasonable for SEW (for example due to special urgency, endangerment of operational safety or due to the threatened occurrence of disproportionate damage) or if the Seller refuses performance finally and in full, it shall not be necessary to set a period of grace; SEW will notify the Seller of such circumstances immediately and, where possible, in advance. Further claims of SEW shall remain unaffected.

(6) Otherwise, in case of a material defect or defect of title, SEW is entitled to reduce the purchase price or rescind the contract in accordance with the statutory provisions. Furthermore, SEW shall be entitled to bring damages claims and claims for the reimbursement of expenses in accordance with the statutory provisions.

(7) Acceptance of the goods, as well as processing, payment and re-ordering of goods which have not yet been shown to be defective and in relation to which a complaint has been raised, shall not represent

approval of the delivery and any waiving of warranty claims in connection with defects on the part of SEW. The acceptance of supplied samples shall also not give rise to any waiving of warranty claims in connection with defects on the part of SEW. The Seller shall be responsible vis-a-vis SEW for fault on the part of its subcontractors or sub-suppliers as if the fault were its own.

(8) The limitation period for defect claims is three (3) years from the time of transfer of risk. If an acceptance procedure has been agreed on, the period of limitation shall commence at the time of acceptance. Should SEW also be entitled to damages claims outside of the contract due to a defect or should the Seller have fraudulently concealed the defect, the statutory provisions relating to the limitation period shall apply.

(9) The three-year limitation period referred to in paragraph (8) shall apply accordingly to claims due to defects of title, with any statutory limitation period for claims for restitution arising from rights in rem that go beyond this shall remain unaffected.

(10) Should the Seller fulfill its supplementary performance obligation by means of a replacement delivery, the limitation period shall start again for the goods which have been delivered as a replacement following their delivery. The statutory provisions concerning the re-commencement of the limitation period shall remain unaffected.

## 12. Recourse on the part of SEW

(1) SEW shall be entitled to the statutory recourse claims within a supply chain in addition to the warranty claims for defects without restriction. In particular, SEW shall be entitled to request the precise type of supplementary performance (improvement or replacement delivery) from the Seller which SEW owes to its own consumer in the individual case. SEW's option right in relation to the type of supplementary performance shall not be restricted as a result.

(2) SEW's supplier recourse claims shall also apply if the goods have been further processed by SEW prior to their sale to a consumer, for example by means of installation into a different product.

## 13. Product liability

(1) The Seller shall be obliged to release SEW from third-party claims arising from domestic and foreign product liability, unless the Seller is not responsible for the product defect in accordance with the principles of product liability law. Further claims of SEW shall remain unaffected.

(2) Within the framework of its release obligation, the Seller must reimburse all expenses which are incurred under or in connection with a third-party claim, including any recall measures carried out by SEW or other customer service measures, should such measures have been caused due to defects in relation to the goods. As far as is possible and reasonable, SEW will inform the Seller of the content and scope of recall measures and provide the Seller with the opportunity to make a statement. This shall be without prejudice to further legal claims.

(3) For the duration of the respective sales agreement, i.e. until the expiry of the respective warranty period in relation to defects, the Seller shall be obliged to maintain extended product liability and recall insurance at its own expense with a reasonable sum insured for the goods to cover personal injury, property damage and financial losses. However, the insured sums must amount to at least EUR ten (10) million per incidence of personal injury for each individual person, at least EUR ten (10) million per incidence of property damage and at least EUR ten (10) million per incidence of financial losses. Following a request by SEW, the Seller shall send a copy of the liability insurance policy at any time. The Seller hereby assigns to SEW the claims from the extended product liability and recall insurance with all ancillary rights. SEW hereby accepts the assignment. If the insurance policy does not permit such an assignment, the Seller shall instruct the insurance company to only make payments to SEW. Further claims of SEW shall remain unaffected. Following a request by SEW, the Seller must provide proof that the extended product liability and recall insurance has been taken out and remains in place.

The Seller shall refrain from any actions and omissions which could endanger the insurance coverage.

(4) Should the Seller fail to properly comply with its obligation under paragraph (3), SEW shall be entitled, but not obliged, to take out extended product liability and recall insurance at the expense of the Seller.

## 14. Property rights

(1) The Seller hereby guarantees that the products delivered by it do not breach any third-party property rights in countries of the European Union or in other countries in which it manufactures products or has products made. This does not apply if the products have been developed by SEW.

(2) The Seller shall be obliged to release SEW from all claims which are brought against SEW by third parties due to breaches of commercial property rights, and must reimburse SEW in relation to all necessary expenses which are connected to such claims. The above claim shall not apply if the Seller provides proof that it is neither responsible for the breach of property rights nor that it should have been expected to recognize such a breach at the time of delivery when applying the diligence of a prudent businessman.

(3) Further statutory claims of SEW relating to defects of title in connection with the goods delivered to SEW shall remain unaffected.

## 15. Spare parts

(1) The Seller shall be obliged to maintain spare parts for the products delivered to SEW for a period of at least ten (10) years following the delivery.

(2) Should the Seller intend to suspend the production of spare parts for products which are delivered to SEW, it must provide SEW with immediate notification of such in writing, once the decision has been taken. Subject to paragraph (1), this decision must be reported at least six (6) months prior to the suspension of production.

(3) The obligations shall not apply if SEW does not see a need for spare part supplies based on the type of delivery.

## 16. Product conformity

(1) The goods which are delivered to SEW must comply with all applicable statutory norms and provisions, as well as the agreed requirements. The guidelines and ordinances relating to [production conformity \(www.sew-eurodrive.de\)](http://www.sew-eurodrive.de) which are listed in the supplier information are binding for the delivery of the goods, where applicable to the goods. Following a request by SEW, the Seller must immediately confirm compliance with the provisions referred to above to SEW in writing. SEW can also request additional, specific declarations of conformity as part of its qualification and sampling process.

(2) In particular, the Seller guarantees compliance with (EC) Directive No. 1907/2006 (REACH), where the goods fall within its scope. Above all, the Seller shall fulfill all existing notification, approval, registration and licensing obligations under this Directive. If SEW remains subject to obligations due to failure on the part of the Seller to properly fulfill its obligations, the Seller shall fully release SEW from the costs incurred as a result, unless the Seller is not responsible for the failure to properly fulfill the obligations. Furthermore, the Seller shall be obliged to properly and fully fulfill applicable labeling and information obligations in relation to the delivered goods, on time and without the need for any further request to be issued. The conformity of the goods with (EC) Directive No. 1907/2006 (REACH) must be declared to SEW in writing by the Seller prior to the first delivery. Should the Seller fail to properly comply with its obligation to declare the conformity of the goods with (EC) Directive 1907/2006 (REACH) within a reasonable period which has been set by SEW, the confirmation shall be deemed to have been issued, should SEW have notified the Seller of the consequences of failing to do so prior to the time when the set period started to run. SEW shall be obliged to provide the Seller with this notification. In addition, the Seller shall



provide SEW with the safety data sheets in accordance with (EC) Directive 1907/2006 (REACH) prior to the first delivery, without the need for a request to be issued. This information is considered to represent an essential quality of the goods.

(3) Furthermore, the Seller hereby guarantees that it will comply with the regulations of EU Directive 2011/65 concerning restriction of the use of certain hazardous substances in electrical and electronic devices (Restriction of Hazardous Substances – RoHS) and EU Directive 2012/19 concerning electrical and electronic waste devices (Waste from Electrical and Electronic Equipment – WEEE), as well as the regulations of the national implementations, in particular the ordinance concerning the restriction of the use of hazardous substances in electrical and electronic devices (Elektro- und Elektronikgeräte-Stoff-Verordnung – ElektroStoffV) and the law relating to electrical and electronic devices (ElektroG). The RoHS conformity of the goods must be confirmed to SEW in writing by the Seller prior to the first delivery. Should the Seller fail to properly comply with its obligation to confirm the RoHS conformity of the goods within a reasonable period which has been set by SEW, the confirmation shall be deemed to have been issued, should SEW have notified the Seller of the consequences of failing to do so prior to the time when the period started to run. SEW shall be obliged to provide the Seller with this notification. Furthermore, the Seller shall be obliged to label the packaging of the goods accordingly and to confirm the RoHS conformity in the delivery note with the words “RoHS compliant”.

(4) The Seller shall be obliged to guarantee that the norms, standards and provisions referred to above are also implemented and complied with in its own supply chain.

(5) The Seller shall be obliged to immediately inform SEW in writing, should there be any reason to believe that the necessary conformity of the goods delivered to SEW with a requirement listed above cannot be complied with.

(6) At all times, the Seller shall be obliged to comply with the current legal requirements in relation to the goods to be delivered to SEW, to keep up-to-date with changes in the applicable provisions, to implement these in a timely manner and to inform SEW in writing in a timely manner of changes to quality and property guidelines in relation to the goods.

## 17. Export control and foreign trade data

(1) The Seller shall fulfill all requirements for national and international export, customs and foreign trade legislation for all goods and services to be supplied and shall obtain the required export licenses, unless SEW or a third party and not the Seller is required to apply for the export licenses according to applicable export, customs or foreign trade legislation.

(2) The Seller shall be obliged to notify SEW in a legally binding manner of any approval obligations in case of (re-)exports of its goods in accordance with German and European export and customs regulations, as well as in accordance with the export and customs regulations of the country of origin of its goods in its commercial documentation as early as possible. For this purpose, the Seller shall provide the following information and data in text form in the order confirmation, delivery note and invoice for the relevant goods position of the goods subject to authorization at the time of placing of the first order and for each subsequent delivery:

- All applicable export list numbers (in particular in accordance with Annex AL to the German Foreign Trade and Payments Regulation and the EU Dual-Use Regulation in the respectively applicable version or comparable list items of relevant national export lists of the Seller country or the country of origin of the goods;
- For US goods, the Export Control Classification Number (ECCN) according to the U.S. Commerce Control List (CCL), insofar as the product is subject to U.S. Export Administration Regulations (EAR) (or the U.S. International Traffic in Arms Regulations (ITAR) and USML goods classification);

- Whether the goods are transported through the U.S.A., are manufactured or stored in the U.S.A., or were made with the help of American technology (labeling with EAR99);

- Should countries other than the USA introduce extraterritorial restrictions on the (re-)export of goods in the future, these must also be complied with;

- The commodity code in accordance with the current goods classification of foreign trade statistics/subheading CN (eight-digit) for EU-based Sellers or the six-digit HS (“Harmonized System”) code for Sellers located in the third country;

- And a contact person at the Seller’s company in order to clarify any follow-up questions relating to technical details and queries concerning customs and export control;

- If requested by SEW: (long-term) suppliers’ declarations of preferential origin (for EU suppliers) or certificates of preferences (for non-EU suppliers);

- All other information and data which SEW requires in case of export and import, as well as in case of further selling in case of re-export;

(3) The Seller shall be obliged to notify SEW of the preferential origin of its goods in a binding manner (in writing) and to issue (at SEW’s request within twenty-one (21) days) a supplier’s declaration for goods of EU origin or a long-term supplier’s declaration for goods with preferential origin status. In case of the delivery of originating goods from a country subject to a free trade agreement/preferential agreement, the Seller shall be obliged to enclose the admissible formal or non-formal proof of preference.

(4) The Seller shall be obliged to provide binding (written) notification of the trade/non-preferential origin of the goods and to provide a certificate of origin where required. In case of a third-country commercial origin of goods, the Seller shall provide shipment-related proof of origin following a request by SEW.

(5) In case of deliveries of goods from the third country into the territory of the EU (imports), the Seller shall be obliged to attach to the delivery all necessary documents such as the commercial invoice, delivery note and information for a complete and correct import customs declaration. The following applies in relation to the content of the invoice:

- The invoice must also list separately any costs not included in the price of the goods (for example research and development costs, license fees, work tool costs, materials provided by SEW with regard to the delivery of goods).

- In case of free-of-charge deliveries, the supplier shall be obliged to provide a value statement in the pro forma invoice, which reflects a price customary on the market, as well as the wording “non-commercial value – only for customs purposes”. In addition, the reason for the free-of-charge delivery must be stated in the invoice or delivery note (for example free-of-charge sending of samples, replacement delivery or similar).

(6) Should the Seller breach its obligations in accordance with paragraphs (1) to (5), it shall bear all expenses and losses and other detriments (for example subsequent claims of foreign import duties, fines) which are incurred by SEW as a result. The above does not apply if the Seller is not responsible for the breach of the obligation.

(7) If changes are made to the origin or properties of the goods or services or to the applicable export, customs and foreign trade legislation, the Seller shall update the export control and foreign trade data immediately and notify SEW in text form.

(8) The Seller shall be obliged to release SEW from all third-party claims which arise as a result of the export and foreign trade data to be reported by the Seller in accordance with the provisions above or actually reported by the Seller being defective or incorrect, and to reimburse SEW for any necessary expenses and losses which are incurred in accordance with the statutory provisions.

### 18. Carrying out of work on SEW factory premises

(1) If the Seller carries out work on SEW factory premises, the regulations of the respectively applicable operating rules of SEW must be complied with.

(2) The persons involved in carrying out the work must possess the necessary qualifications for the intended activities and must be in possession of proper work equipment and the necessary official permits. Copies of the necessary documents must be submitted to SEW in advance, must be kept when carrying out the work and must be shown immediately on request.

### 19. Non-disclosure and property handed over

(1) All documents, in particular images, plans, drawings, calculations, design types, commercial or technical aspects of the co-operation, product descriptions, other information, as well as data and objects which SEW hands over to the Seller for the submission of offers or in order to carry out an order, in particular models, dies, molds and work tools, shall remain the property of SEW and must not be used, reproduced or made available to third parties for any purposes other than the submission of the offer and the performance of the order without the prior, expressly declared, written agreement of SEW, as well as the terms and conditions of the order and all information and documents made available for this purpose.

(2) This non-disclosure obligation in accordance with paragraph (1) shall also continue to apply following the completion of the respective contract. However, it shall cease to apply if the manufacturing knowledge contained in the images, drawings, calculations, information and other documents has become generally known or can be proven to have already been known to the Seller at the time of disclosure or making accessible by SEW.

(3) After completion of the order, these documents, data or objects must be sent back to SEW immediately and free-of-charge following a request by SEW.

(4) Without the prior written agreement of SEW, the Seller must not refer to the business relationship in advertising materials, brochures, etc. and must not display objects of delivery which are manufactured for SEW.

(5) The Seller shall also place the obligation in accordance with this Section 19 on its suppliers.

### 20. Data protection

(1) The parties shall be obliged to comply with the statutory provisions relating to data protection, in particular the GDPR when performing the contract and shall oblige their employees to comply with these regulations.

(2) The parties shall only process the personal data received (names and contact details of the respective contact persons) for the purpose of fulfilling the contract and shall protect these by means of state-of-the-art technical security measures (Article 32 GDPR). The parties shall be obliged to delete the personal data, once they no longer need to be processed. Any statutory retention obligations shall remain unaffected.

(3) Should SEW process personal data on behalf of the Seller within the framework of the performance of the contract, the parties shall conclude an order processing agreement in this respect in accordance with article 28 GDPR.

### 21. Force majeure

(1) Force majeure, in particular labor disputes, disturbances, operational disruptions for which the parties are not responsible, measures implemented by the authorities or other unforeseeable, serious events which cannot be prevented shall release both contracting partners from their respective performance obligations for the duration of the event, should this interrupt the operational process.

(2) For the duration of such an event and for a period of one (1) week following its end, each contracting party which is affected by such an event shall be entitled to rescind the contract in full or in part. In addition, SEW shall be entitled to postpone the time of acceptance for the duration of the obstacle, provided that the event in question lasts for a significant time and the postponement of the time of acceptance is reasonable in order to safeguard the legitimate interests of SEW.

### 22. Assignment

The Seller is not entitled to assign its claims under the contractual relationship to third parties. The above does not apply in case of cash claims.

### 23. Place of jurisdiction and applicable law

(1) If the Seller is an entrepreneur in accordance with the German Commercial Code (HGB), a legal person under public law or a public law special fund, the exclusive (also international) place of jurisdiction for all disputes in connection with the contractual relationship shall be the place of business of SEW. However, in all cases, SEW is also entitled to bring a lawsuit at the place of performance of the delivery obligation in accordance with these general terms and conditions of purchase or in accordance with an individual undertaking which takes priority or at the general place of jurisdiction of the Seller. Statutory regulations which take priority, in particular those relating to exclusive jurisdictions, shall remain unaffected.

(2) The contracts concluded between SEW and the Seller shall be subject to the law of the Federal Republic of Germany to the exclusion of the United Nations Convention governing the International Sale of Goods dated April 11, 1980.