



TRELLEBORG

General Conditions of Purchase for Components, Goods and Services of
Trelleborg Sealing Solutions Germany GmbH (as of 10/2023)

Definitions:

- a) "Purchase Contract" means any purchase order, call-off, work order, delivery instruction or similar contractual document agreed or issued by the Parties, these Conditions of Purchase and all other documents specifically made part of the Purchase Contract by the TSS.
- b) "Supplies" means the components, goods and services (including any part shipment of the Supplies) further described in the Purchase Contract.
- c) "TSS" means Trelleborg Sealing Solutions Germany GmbH.
- d) "Supplier" means the contracting party supplying the Supplies.
- e) "Conditions of Purchase" means these General Conditions of Purchase for Components, Goods and Services of TSS.

1. Basic Provisions

1.1 The Conditions of Purchase shall apply exclusively; TSS does not accept general terms and conditions of business or other documents of the Supplier unless TSS has expressly agreed to their applicability in writing. The Conditions of Purchase shall apply, even if TSS accepts Supplies of the Supplier without reservation or pay for them, being aware of conditions of the Supplier conflicting with or contrary to the Conditions of Purchase.

1.2 Supplementary agreements or amendments to these Conditions of Purchase shall not be valid unless they have been expressly confirmed by TSS in writing while concluding the Purchase Contract. The supplementary agreement or amendment shall only apply for the Purchase Contract it has been expressly agreed on. At the moment the Purchase Contract is concluded, there are no oral agreements.

1.3 The Conditions of Purchase shall also apply to all future Supplies and services of the Supplier to TSS, until new Conditions of Purchase become effective.

1.4 Terms and conditions being individually negotiated between Supplier and TSS shall prevail in case they have been agreed on after the conclusion of the Purchase Contract. The written confirmation of such negotiations or the contract (if any) shall be decisive on the content of such individually negotiated terms and conditions.

1.5 The Conditions of Purchase shall only apply vis-à-

vis merchants in accordance with Sec. 14 BGB [Germany Civil Code], governmental entities, or special governmental estates within the meaning of Sec. 310 (1) Germany Civil Code (*Bürgerliches Gesetzbuch* – "BGB").

2. Conclusion and Alterations of Purchase Contract

2.1 The Purchase Contract is only binding, if TSS makes or confirms it in writing in each case. The stipulation requiring written form is also fulfilled by a copy of an original that remains with TSS. The Purchase Contract does not require written form in case the Purchase Contract is automatically generated and this fact is indicated within the text of such Purchase Contract.

2.2 The Purchase Contract become binding upon Supplier if Supplier does not contradict such Purchase Contract within five (5) working days after receipt.

2.3 The Purchase Contract is issued to the Supplier in reliance upon its personal performance of the duties and obligations imposed. Therefore, the Supplier may not assign, delegate, transfer, sub-contract or otherwise dispose of any its obligations under the Purchase Contract without our prior written consent.

3. Prices/Place of Performance

3.1 The agreed prices are fixed prices "ex works" (EXW) and they include packing but, should the question arise, the relevant value added tax has to be added, if nothing else is stated in the order. Regarding the interpretation of trade terms (e.g. EXW), Incoterms in its most recent version shall apply. The Supplier has to make the Supplies available in time, taking into consideration the time for loading and shipping that has to be coordinated with the forwarder.

3.2 Notwithstanding the trade terms stated in each case (Incoterms), the Supplier bears in any case the risk of material damage until the acceptance of the Supplies by TSS or its agent at the place, where the Supplies have to be delivered according to the Purchase Contract (place of performance).

3.3 If not agreed otherwise, the invoice has to be paid within 90 days at the 10th next month after the maturity of the remuneration claim and the receipt of both the invoice and the Supplies. The payment is made under reserve of invoice verification.

3.4 The descriptions in the Purchase Contract shall ap-

ply. The invoice has to be sent to TSS stating the invoice number and other reference characteristics; it shall not be attached to the consignment.

4. Impediments to Performance

4.1 The agreed delivery dates are binding. If the Supplies cannot be delivered in time for reasons for which the Supplier is responsible, the shipping of the Supplies shall be effected on the fastest transport route accepted by TSS. The Supplier shall defray the extra costs, if any, resulting from a mode of shipping that differs from the order.

4.2 If the Supplier is hindered to fulfill the contract or believes to be so, it has to inform TSS about that in writing without undue delay, stating the reason and the expected duration of the hindrance. In addition the

4.3 The acceptance of the delayed Supplies without reservation is not deemed to be a waiver of damage claims that TSS is entitled to on account of the delayed Supplies.

4.4 If the Supplies are not delivered at the agreed date, TSS shall - without prejudice to its other rights and remedies provided for by law - be entitled to liquidated damages from the date on which the delivery should have taken place. The liquidated damages shall be payable at a rate of one (1) % of the purchase price for each commenced week of delay. The liquidated damages shall not exceed five (5) % of the purchase price. TSS reserves the right to prove that higher damage has been occurred. The Supplier reserves the right to prove that no damage or only significantly less damage has been occurred.

5. Delivery

5.1 The Supplier shall bear the risk of procurement for its services and deliveries unless otherwise agreed in writing.

5.2 Part consignments are, as a rule, inadmissible, unless they have been expressly permitted by TSS.

5.3 As far as numbers of units, weights and measures are concerned, the data ascertained by TSS on the occasion of the examination of the Supplies received shall prevail, with the reservation of other evidence.

5.4 The date of production of the Supplies delivered to TSS may not differ from the date of delivery by more than six (6) months unless otherwise agreed with TSS.

6. Warranty Claims and Recourse/Quality Assurance System

6.1 The Supplier must comply with the generally recognised rules of technology, the safety regulations and the agreed technical data for its deliveries or services. In addition to any other express and implied warranties provided by law or otherwise, Supplier warrants to TSS that the Supplier has good and marketable title to the Supplies and that the Supplies shall be:

- (i) new;
- (ii) free and clear of any and all liens and encumbrances;
- (iii) conform with all specifications, drawings, samples and other descriptions furnished by TSS or offered by Supplier;
- (iv) free from all defects in design (to the extent designed by Supplier), workmanship and materials;
- (v) be of merchantable quality;
- (vi) be fit and sufficient for the purposes intended by TSS – to the extent known by Supplier;
- (vii) conform to all applicable laws in the country of production and in the country in which Supplier effects delivery to TSS;
- (viii) do not infringe patents or other intellectual property rights of third parties.

6.2 Sections 377, 439 HGB [German Commercial Code] shall not apply. TSS is obliged to examine the Supplies upon arrival for obvious damages and completeness. The notification of such defects and/or quantity deviations is made in time, if it is sent off within a period of ten (10) working days after receipt of the Supplies. In case of hidden defects, a notification needs to be submitted within ten (10) working days after the detection of the defects.

6.3 The legal provisions regarding material and legal imperfections in title shall apply, unless not otherwise determined in the following.

6.4 As a rule, TSS has the right to choose the way of subsequent performance.

6.5 Should the Supplier not start with the correction of the defect without undue delay upon our request to remedy the defect, TSS shall have, in urgent cases, in particular in order to avert imminent danger or to prevent considerable damage, the right to take these measures itself or to have them taken by a third party at the Supplier's cost.

6.6 Unless otherwise expressly agreed the warranty claims for defects lapse three (3) years after delivery of the Supplies.

6.7 The Supplier operates an objective quality assurance system for all Supplies, e.g. according to ISO 9001.

6.8 In case the Supplier delivers Supplies that infringe patents or other intellectual property rights of third parties, and such third parties raise claims against TSS, Supplier is obliged to indemnify TSS against such claims at first written request; TSS is not entitled – without Supplier's prior permission – to enter into any agreement with the third party, in particular to reach an amicable settlement. Supplier's indemnity shall cover all expenses that TSS incur following from or being in connection with such third parties' claims.

7. Product Liability, Indemnity against Liability, Third Party Insurance

7.1 In case TSS is held liable on the basis of product liability provisions, the Supplier is obliged to indemnify TSS against such claims, if and as far as the damage has been caused by a defect to the Supplies. In cases of liability for fault, however, this shall only apply, if the Supplier is at fault. If the cause of the damage lies within the Supplier's sphere of responsibility, he shall bear the burden of proof insofar. In the aforesaid cases, the Supplier shall bear all costs and expenses, including the costs of a possible prosecution of an action or a return call. For the rest of it, the legal provisions shall apply.

7.2 Supplier shall maintain an insurance against product liability and return call costs with an insured amount of five (5) million Euro each single case. In case that the yearly contract value is below € one (1) million, the insured amount shall be at least the yearly contract value multiplied by ten, max. five (5) million Euro.

Supplier agrees to furnish to TSS promptly upon request a certificate in English or German detailing the specific coverages that it carries for its general and products liability insurance (GL/PL).

8. General Liability

8.1 Unless agreed otherwise Supplier shall be liable for all kinds of damages including but not limited to reimbursement of expenses and consequential losses, e.g. loss of production caused by breach of contract. The same applies mutatis mutandis in case the Supplier acts by duly authorized persons.

8.2 Supplier also shall be liable for all damages based on other claims including but not limited to claims arising from breach of contract, tort or breach of an obligation at the time of contracting (see § 311 BGB) in case Supplier acted wilfully or negligently. The same applies mutatis mutandis in case the Supplier acts by duly authorized persons. These limitations do not apply to any claim pursuant to the German Product Liability Act.

8.3 TSS expressly rejects any limitation as to the scope of the liability following from any standard terms used by Supplier. TSS also rejects any limitation as to the amount of the damages.

9. Drawings, Production Documents, Tools

9.1 Documents (e.g. drawings), equipment, models, tools, or other means of production or patterns, as provided by TSS or TSS has born (also partially) the cost otherwise, shall remain its property. After prior notification of TSS they may only be used, copied or transmitted to third parties in order to allow the processing of the proposal and the execution of the order. After execution of the order, they have to be returned to TSS without undue delay and free of cost.

9.2 TSS can require that all patterns (e.g. models, tools) and documents, which the Supplier uses for the execution, are left to TSS. The ownership of these models and documents shall pass to TSS after payment. TSS is, without special permission, entitled to use them, in case the Supplier is in delay, in order to bring about the result intended by the conclusion of the contract as well as to procure accessory equipment and to ensure maintenance and repair, later adjustments and the production of spare and reserve parts by TSS or by contractors, and may hand them over for such purposes. If necessary, the Supplier has to provide TSS with other information as well that is needed to reach the results intended by the conclusion of the contract.

10. Confidentiality and Data Protection

10.1 The Supplier shall maintain secrecy and confidentiality regarding all information about technical or business matters of our company. Such information shall not be revealed to third parties unless TSS has given its prior written consent. Supplier may only use any information provided by TSS to fulfill the contract.

10.2 Without TSS' prior written consent Supplier may not use the fact that it has a contractual relationship with TSS for promotional purposes.

10.3 The Supplier has to safeguard all documents and databases that have become known to him in connection with the performance of the Purchase Contract against unauthorized persons taking notice. The Supplier is obliged to hand over to TSS all documents, including copies thereof, which Supplier received in connection with the performance of the Purchase Contract at the latest upon the termination of the Purchase Contract.

10.4 The obligation to keep such secrecy shall not apply to information

- being common knowledge at the point in time this information was given to Supplier or
- that have become common knowledge without willful or negligent fault from Supplier or
- that were known by Supplier even before such information was transferred by TSS or
- that were given to Supplier by a third person and the Supplier has had no means to realize that this third person was violating its confidentiality duties or
- information or know-how was developed independent of any of TSS' information by Supplier.

10.5 This obligation shall continue after the termination of the Purchase Contract for 5 years.

10.6 TSS processes personal data in accordance with the General

Data Protection Regulation (GDPR) and the German Data Protection Act only. TSS is obliged to inform the data subject where personal data are collected from in

accordance with section 13 GDPR. Supplier will find the required information under the following link: <https://www.trelleborg.com/de-de/seals/terms-and-conditions>.

11. Export

11.1 The Supplier shall inform TSS of any obligations to obtain a license for (re-)exports of its Supplies in accordance with German, European, US and any other applicable export and customs regulations. To this end, the Supplier shall, unless already included in its offer, provide the following information in the order confirmation and on each invoice for the relevant Supplies: the statistical goods number, the AL No. (Export List Number) of the EC Dual-Use Regulation in the currently valid version or Part I of the Export List (Annex AL to the German Foreign Trade Regulation) and the ECCN (Export Control Classification Number) in accordance with US export law.

11.2 The Supplier warrants that it complies with the requirements of the EU Chemicals Regulation REACH (Regulation (EC) No. 1907/2006), in particular that the substances have been registered. TSS is not obliged to obtain any authorization for Supplies by the Supplier within the framework of the REACH Regulation. The Supplier further warrants that its Supplies will not contain substances pursuant to Annexes 1 to 9 of the REACH Regulation, Council Decision 2006/507/EC (Stockholm Convention on Persistent Organic Pollutants, EC Regulation 1005/2009 on Ozone Depleting Substances, Global Automotive Declarable Substance List (GADSL) and RoHS Directive (2002/95/EC)). If the Supplies contain substances which are listed on the Candidate List of Substances of Very High Concern (SVHC list) according to REACH, the Supplier is obliged to notify TSS immediately. This also applies if substances not previously listed are added to this list in the course of ongoing deliveries. Furthermore, the Supplies must not contain any asbestos, biocides or radioactive material. If substances are contained in the Supplies, this must be notified to TSS in writing before delivery, stating the substance, the identification number (e.g. CAS No.) and a current safety data sheet. The delivery of these Supplies requires a separate release by TSS.

11.3 The Supplier undertakes to ensure through appropriate measures within its organisation and with regard to its own supply chain that no so-called conflict minerals within the meaning of the Dodd-Frank Act are contained in the Supplies.

11.4 The Supplier shall indemnify TSS against all claims, costs and other damages (including legal fees) incurred by TSS as a result of a breach by the Supplier of its obligations set forth in clause 11.

12. Force Majeure

12.1 Neither TSS nor Supplier shall be liable to the other for delay or non-performance of their obligations under the Purchase Contract which is due to a cause or causes beyond that party's control and which such Affected Party could not reasonably anticipate or mitigate ("Force Majeure") including but not limited to Acts of God, civil disturbance, acts of international state governmental, federal or local authorities, bodies or institutions. Covid-19, strikes, lock-outs or other industrial action or disputes solely related to the Supplier and/ or its subcontractors or agents shall not be deemed as events of Force Majeure.

12.2 Upon Trelleborg or Supplier (the "Affected Party") being affected by Force Majeure the Affected Party shall advise the other party of such Force Majeure in writing as soon as reasonably practicable and shall use reasonable endeavours to mitigate the effect of Force Majeure including, but not limited to, a fair and equitable allocation of any remaining supply of goods available to perform the Purchase Contract.

12.3 If the Force Majeure ceases to apply the parties shall resume performance of their obligations hereunder as soon as reasonably practicable after the Force Majeure ceases to apply.

12.4 If the Force Majeure continues for more than thirty (30) days TSS (but not Supplier) shall be entitled to cancel the Purchase Contract without liability save for any outstanding obligations in respect of Supplies delivered to or in the course of delivery to TSS.

13. Termination

13.1 TSS may terminate the Purchase Contract in whole or in part by written notice; (i) for convenience, effective thirty (30) days following delivery of a written termination notice; (ii) immediately for default.

13.2 Supplier shall be in default if it (i) breaches any warranty or other term of the contract; (ii) fails to deliver or threatens not to deliver Supplies in accordance with the contract; (iii) makes an assignment for the benefit of creditors, or if proceedings in bankruptcy or insolvency are instituted by or against Supplier.

14. Set-off

TSS expressly rejects any limitation of the right of retention or the right to set-off both as provided by law.

15. Retention of Title

Supplier may retain the title in the Supplies until full payment of the price has been effected. TSS expressly reject any further attempts of Supplier to agree on other clauses as to the retention of the title, including but not limited to the so-called extended clause of reservation of title or extended reservation of title as well as any reservation of title in favour of a group of companies. In case the Supplies are processed by TSS or

its customer, such processing is not made for the Supplier as far as § 950 BGB is concerned.

16. Code of Conduct

The Trelleborg Code of Conduct is available to the Supplier on Trelleborg's webpage (<https://www.trelleborg.com/en/about-us/code-of-conduct>) and the Supplier acknowledges that they will abide by its terms and shall incorporate them in its business and thus observe the rules of fair competition and non-bribery and otherwise conduct business in accordance therewith.

17. General Provisions

17.1 Should a provision of these Conditions of Purchase and of the subsequent further agreements be or become invalid, the validity of the other provisions shall remain unaffected. The partners of the agreement are obliged to replace the invalid provision with one that is as close as possible in terms of its commercial effect.

17.2 Place of jurisdiction is TSS' place of business. TSS is entitled, however, to sue the Supplier at his place of business or at the place of performance as well.

17.3 The laws of the Federal Republic of Germany shall apply. The UN Convention on Contract for International Sale of Goods (CISG) shall not apply to the Purchase Contract.