

General Terms and Conditions of Purchase of SSI SCHÄFER

I. Scope

1. These general terms and conditions of purchase ("Purchase Terms") apply to all goods and/or services purchased by SSI SCHÄFER ("SSI SCHÄFER" or "we"). These Purchase Terms form an integral part of all contracts we conclude with the supplier for the purchase of goods and/or services.
2. These Purchase Terms also apply to all future transactions with the supplier without the need for explicit incorporation by reference in each individual case.
3. The application of conflicting or additional terms and conditions of the supplier is excluded, unless we have expressly agreed to them in writing. This also applies if we accept deliveries without reservation, despite knowing that the supplier's general terms and conditions conflict with or deviate from these Purchase Terms.
4. These Purchase Terms apply exclusively, unless expressly agreed otherwise with the supplier.

II. Conclusion of Contract, Amendments to the Contract

5. A contract between us and the supplier is concluded when the supplier accepts our order without changes.
6. In the event of any deviations between the provisions of an order placed by us and these Purchase Terms, the provisions of our order shall apply.
7. To be valid, our orders and their acceptance must be made in writing or in text form (letter, fax, email). Our orders are valid for a period of two weeks, and receipt of the order confirmation by us is decisive for the timely acceptance of the order. A delayed acceptance shall be considered a new offer from the supplier and shall require a new confirmation from us.
8. The supplier must immediately check our requests for quotations and orders for obvious errors, ambiguities, omissions, and inconsistencies with the specifications we have selected for the intended use and inform us of these without delay. We shall not reimburse the supplier for any costs incurred for visits, preparation of quotations or other pre-contractual services, unless expressly agreed in writing with the supplier or unless otherwise required by law.
9. If the supplier changes the specifications of the goods and/or services during an ongoing business relationship with us, the supplier must inform us of this before concluding a contract with us.
10. Amendments or additions to the contract, including the waiver of the written or text form requirement, must be made in writing or in text form to be valid. If, during the execution of an order, it becomes apparent that changes to the subject matter of the service are necessary, the supplier shall inform us of these in writing without undue delay. Changes to the subject matter of the order always require our prior written consent. The provisions of this clause shall apply mutatis mutandis to changes requested by us.
11. If we are no longer able to use the products/services ordered due to circumstances arising after the conclusion of a contract, we have the right to terminate the contract by issuing a written notice stating the reasons for such termination or to terminate the contract with regard to the unperformed part.

III. Delivery, Import, Customs

1. The supplier must provide us with a shipping notice for each delivery, specifying the items delivered and our order number. If the supplier does not provide us with this information, the delivery shall only be considered complete once it has been correctly allocated in our system.
2. The date and place of delivery, as well as the type of packaging, may be changed by us in writing at any time, provided that the notice period is at least five working days before the agreed delivery date.
3. The supplier is not entitled to make partial deliveries without our prior written and express consent.
4. Incorrect deliveries and excess quantities may be rejected by us or returned to the supplier at their expense, even after our unconditional acceptance within the defect notification period.
5. If the supplier uses employees from countries outside the EU to fulfill its contractual obligations to us, the supplier shall, on its own initiative, provide us with the appropriate work permits for these employees before the start of the service provision.
6. Suppliers with their registered office in the EU but outside Romania must state their EU VAT identification number on each invoice submitted to us.
7. If the supplier imports goods into Romania, the goods are delivered to us "DDP" (Incoterms 2020). The supplier must provide all necessary declarations and information in accordance with legal provisions, provide customs authorities with all necessary information, and obtain and provide all necessary official information on its own responsibility and at its own expense.
8. The supplier must inform us in writing of all licensing obligations under Romanian, European, and US export and customs legislation, as well as export and customs legislation in the country of origin of the goods or services.
9. At our request, the supplier must provide a declaration in accordance with Article 61 of Commission Implementing Regulation (EU) 2015/2447 of November 24, 2015 ("Regulation (EU) 2015/2447") on the preferential origin of the goods sold and a certificate of origin on the non-preferential origin of the goods sold in accordance with Art. 57 of Regulation (EU) 2015/2447. At our request, the supplier must allow the customs authorities to verify this certificate of origin and provide all necessary information and confirmations requested. If the supplier is unable to provide a long-term supplier declaration in accordance with Article 57(62) of Regulation (EU) 2015/2447, the supplier shall inform us of this before delivering the goods sold to us. The supplier shall compensate us for any damage we suffer as a result of the supplier having incorrectly declared the origin of the goods or the competent authority being unable to verify the origin of the goods due to incorrect or missing certification. This shall not apply if the supplier proves that they are not at fault.

IV. Delivery and execution deadlines, delays, contractual penalties

1. The agreed delivery dates are binding. Upon expiry of the agreed delivery date, the supplier is automatically in default.
2. The timeliness of deliveries is determined by the time of receipt of the goods at their destination (see clause V.1.). The delivery date with installation or assembly and the date of completion of the work is determined by the time of their acceptance. If documentation, test certificates, or other documents, including electronically stored data, are part of the scope of the service, the delivery/service shall only be deemed to have been performed in accordance with the contract if they have been handed over in full.
3. If the agreed delivery dates or the agreed execution period cannot be met by the supplier, they must notify us of this in writing without undue delay, stating the reasons and the expected duration of the delay.
4. If the supplier is in default, we shall have all legal rights, including the right to terminate the contract after a reasonable grace period has expired and to claim damages in lieu of performance.
5. If the supplier is in default, we are entitled, after prior written warning, to demand a contractual penalty of 0.5% for each week of delay commenced, up to a maximum of 5% of the order value. We reserve the right to prove that greater damage has been incurred. The supplier has the right to prove that no damage has been incurred or that less damage has been incurred. The contractual penalty applies in addition to the damages for delay to be compensated by the supplier.
6. The supplier may invoke the argument that the delay was caused by our failure to provide the necessary documents only if the supplier did not receive all the necessary documents from us within a reasonable grace period for providing the documents.
7. The supplier is not entitled to deliver/provide the services before the agreed date, unless we have expressly agreed to this in writing in advance. If the supplier fails to comply with this obligation, we reserve the right to return the goods to the supplier at the supplier's expense. If we accept early deliveries, the goods will be stored by us until the agreed delivery date at the supplier's expense and risk. The supplier may only request payment on the due date agreed in the contract.

V. Shipping, transfer of risk, place of performance

1. Unless expressly agreed otherwise with the supplier, all goods shall be delivered "DAP" (Incoterms 2020) to the destination specified in our order. If the destination is not specified in our order and no other agreement has been made with the supplier, the supplier shall request further instructions from us before processing the delivery. If the destination is not in Romania, the goods will be delivered "FCA" (Incoterms 2020), unless expressly agreed otherwise with the supplier.
2. The shipping terms in our orders that deviate from clause V.1. shall always refer to Incoterms 2020.
3. Direct deliveries to our customers are made on our behalf. The supplier must request all necessary shipping documents from us in a timely manner. Invoices and notices shall be sent to us only.
4. Unless expressly agreed with the supplier, the supplier must package the goods appropriately and securely for transport at its own expense.
5. The place of performance of deliveries/services is the place of destination as specified in clause V.1.
6. The risk of accidental damage and loss of goods is only transferred to us after the goods have been delivered to their destination (see clause V.1.), even if shipment of the goods has been agreed. In the case of acceptance provided for by law or agreed by contract, the risk is only transferred to us upon acceptance of the service by us.

VI. Prices, payment terms, compensation, right of retention, assignment, retention of title

1. All prices agreed with the supplier are fixed prices. If prices are not fixed at the time of our order, the supplier shall notify us of the prices immediately after receiving our order. In this case, our order shall only become effective upon subsequent confirmation of the price.
2. Unless expressly agreed with the supplier, prices apply "DAP" (Incoterms 2020), including packaging and transport costs and excluding VAT.
3. Invoices are sent electronically by the supplier to the email address specified in our order. If the email address is not specified in the order and nothing else has been agreed with the supplier, the supplier must request the relevant email address from us.
4. All order confirmations, delivery documents, and supplier invoices must include our order number, item number, quantity delivered, and delivery address. If the supplier fails to comply with this obligation and this leads to delays in our processing of these documents in the normal course of business, the payment terms specified in clause VI.5. shall be extended by the period of delay.
5. Payment shall be made after receipt of goods or acceptance of services, within 14 days of receipt of a corresponding invoice with a 3% discount, within 30 days of receipt of a corresponding invoice with a 2% discount, or within 60 days of receipt of a corresponding invoice without a discount. Payment shall be made, at our discretion, in cash, by remittance, or by crossed check. Payment shall be deemed to have been made on time if we have initiated the remittance within the payment period. This clause shall not apply if there is a different agreement with the suppliers.

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6. Payment does not imply acceptance of deliveries/services as being in accordance with the contract.
7. We are entitled to exercise our rights of compensation and retention to the extent provided for by law. The supplier is entitled to exercise a right of compensation against our claims only if and to the extent that the counterclaims have been finally established by a court, are undisputed, or have been accepted by us. The supplier is entitled to exercise a right of retention only to the extent that its counterclaim is based on the same contractual relationship.
8. The supplier shall not be entitled to assign claims against us or to have them recovered by third parties, unless we have expressly agreed to such assignment or recovery in advance and in writing.
9. The supplier's retention of title shall only apply to the extent that it relates to our payment obligation for the respective goods delivered by the supplier, for which the supplier retains title. Any extended retention of title (extended or prolonged retention of title) is excluded.

VII. Notification of defects, liability for defects, limitation period

1. The supplier guarantees that the goods delivered are state-of-the-art and free from material defects or defects in title. The supplier guarantees that the goods delivered are marketable at the place of destination. In this regard, the supplier shall independently inform itself of the legal provisions applicable at the place of performance.
2. Confirmation of receipt of the goods by us does not exclude our rights in the event of quality or quantity deviations discovered after receipt of the goods.
3. Upon receipt of the products, we will inspect the products in the normal course of business only to detect any deviations in quality and quantity. The inspection of the goods received is limited to obvious damage to the goods that can be detected by visual inspection of the transport packaging or random samples (e.g., damage to the transport packaging, incorrect or incomplete delivery). Recognizable defects (apparent defects) shall be reported to the supplier without undue delay after discovery. Apparent defects shall be deemed to have been notified in a timely manner if they are notified to the supplier within five working days of discovery. Defects that are not recognized during the inspection upon receipt of the goods (hidden defects) must be notified to the supplier immediately after their discovery. Hidden defects are considered to have been notified in a timely manner if they are notified to the supplier within ten working days of their discovery.
4. If a more detailed inspection of the delivered goods is necessary due to the delivery of defective goods, the supplier shall bear all associated costs.
5. If the delivered goods are defective, the supplier shall remedy the defect free of charge by repair or replacement ("subsequent performance"). We shall have statutory warranty rights in accordance with the Romanian Civil Code. If a reasonable grace period for "subsequent performance" has expired without success, or if the setting of a grace period is not necessary due to imminent danger or urgency, we shall be entitled to repair the defective goods ourselves or have them repaired by a third party and to claim all associated costs from the supplier.
6. Regardless of Article 1707 of the Romanian Civil Code, we are entitled to the legal warranty even if the defect remained unidentified at the time of conclusion of the contract due to gross negligence.
7. In the event of an unjustified request to remedy a defect, we are liable to the supplier only if we have established, or have been grossly negligent in failing to establish, that a defect did not actually exist.
8. The limitation period for warranty claims/complaints for defects is 36 months from the transfer of risk, unless longer limitation periods are provided for by law.
9. In the event of subsequent performance, the limitation period for replaced or repaired parts shall commence anew, unless, based on the supplier's conduct, it must be assumed that the supplier did not consider itself obliged to remedy the defect, but performed the subsequent performance as a gesture of goodwill or for similar reasons.
10. Upon receipt by the supplier of a written notification of defects, the limitation period for warranty claims/complaints for defects shall be suspended.

VIII. Compensation, product recall, insurance

1. The supplier guarantees that the deliveries/services and their contractual use by us do not infringe the intellectual property rights of third parties. If the use of the deliveries/services infringes the intellectual property rights of third parties, the supplier must either obtain a license or authorization for use from the owner at its own expense, at its own expense, or modify or replace the deliveries/services in such a way that our use of the deliveries/services no longer infringes the intellectual property rights of third parties.
2. The supplier shall indemnify and hold us harmless from any claims made against us by third parties as a result of infringement of intellectual property rights. The supplier shall defend us, at its own expense, against claims of infringement of intellectual property rights. In this regard, we authorize the supplier to conduct any litigation with a third party in and out of court, and we will not acknowledge any claims by third parties. This does not apply if the supplier proves that it is not responsible for the infringement of intellectual property rights.
3. The supplier shall indemnify us and hold us harmless for any bodily injury or property damage caused by defective goods supplied to us.
4. If we are required to conduct a service recall campaign due to the delivery of defective goods by the supplier, all costs, expenses, and liabilities related to

such a service recall campaign shall be borne by the supplier.

5. The supplier must maintain product liability insurance at its own expense, with a minimum coverage of EUR 2 million, and prove the existence of such insurance upon request.

IX. Environment, energy

1. The supplier must maintain a state-of-the-art quality and environmental management system at its own expense. The supplier shall keep accurate records and registers of these, which it shall make available to us upon request. The supplier must participate in quality and environmental audits conducted by us and/or a third party commissioned by us to review and evaluate its quality and environmental management system. This includes, in particular, the participation of third parties in accordance with any legal requirements.
2. The supplier shall, within the limits of its economic and technical capabilities, use environmentally friendly goods and processes for its deliveries/services, including for deliveries by subcontractors. Upon request, the supplier shall issue a quality certificate for the goods delivered to us. The supplier shall be liable for all indirect damage and harm caused by the environmental incompatibility of the goods delivered or the packaging materials used, as well as for any breach of its legal disposal obligations. The supplier is aware of our environmental and energy policy and must support and promote it throughout our contractual relationship. Energy performance/energy efficiency class is a criterion for our selection of goods/services.

X. Documents, supplies, production materials

1. We reserve all property rights and copyrights to illustrations, drawings, calculations, and other documents ("Documents") provided by us to the supplier. The Documents shall be used exclusively for the purpose of fulfilling our orders. The Documents shall not be made available to third parties without our prior written consent. The Documents must be returned to us upon request or at the supplier's initiative after completion of the order, premature termination or non-performance of the respective contract. In this case, the supplier is obliged to destroy all copies of the documents. This obligation does not apply to the extent that data storage is required by law or is carried out as part of the normal data backup process.
2. Any goods supplied by us to the supplier (materials, tools, devices, models, etc.) remain our property. The processing of the goods by the supplier is carried out for us as the manufacturer. If we lose ownership of the goods due to combination, mixing, processing, or transformation, the supplier shall assign to us in advance a share of ownership in the new item corresponding to the invoice value of the goods in question. The supplier shall use the goods only for the fulfillment of our orders; the supplier shall compensate us for any damage caused by the supplier to the goods. The supplier must notify us immediately of any damage to the goods that is not merely insignificant. The supplier must, at its own expense, treat the goods with care, store them free of charge, ensure sufficient insurance cover against accidental destruction or loss of the goods, and mark them as our property. The supplier shall return the goods to us in proper condition at any time, upon request or on its own initiative, after execution of the order, early termination, or non-existence of the contract.
3. Production materials purchased or manufactured by the supplier and paid for by us directly or amortized through the purchase price of the parts shall become our property when the supplier begins to use them for production. If the production materials are not amortized upon completion of the production of the goods for us, we shall be entitled to collect the production materials against payment of the unamortized portion. The conditions for goods set forth in these Terms of Purchase shall apply mutatis mutandis.

XI. Discretion, confidentiality

1. The supplier must treat all business and trade secrets, as well as all proprietary commercial and technical information that we disclose to the supplier, as strictly confidential—also for a period of five years after the contract expires—and must use the confidential information only to fulfill our orders. This does not apply to information that is or becomes public knowledge, that was already known to the supplier without an obligation of confidentiality before it was disclosed by us, that the supplier has demonstrably developed without using the confidential information, or that it has otherwise lawfully acquired without an obligation of confidentiality.
2. Products manufactured in accordance with documents prepared by us, such as drawings, models, etc., or in accordance with our tools, may not be used by the supplier outside the scope of the contract, nor may they be offered or delivered to third parties.
3. The supplier must return the documents provided by us immediately upon request, after completing our requests for quotations or after fulfilling our orders.
4. The Supplier shall treat the conclusion of the contract with us as strictly confidential and shall not refer to the business relationship with us in promotional materials without our prior written consent.
5. The Supplier shall impose confidentiality obligations on its subcontractors similar to those set out in this Clause XI.

XII. Work results, Rights, Software

1. All results of the supplier's work shall become our exclusive property in fact and in law immediately upon their creation. We shall have exclusive rights of

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use. The supplier shall inform us immediately of any results of the work performed and make these results available to us.

2. În ceea ce privește drepturile de autor care decurg din furnizarea serviciilor, furnizorul ne acordă dreptul exclusiv, nelimitat, valabil la nivel mondial, sublicențabil și integral plătit de a utiliza aceste drepturi de autor.
3. In the case of purchased software, we shall have the exclusive right to use the software (this does not apply to standard software). We shall have the right to make changes and/or modify the purchased software ourselves or through third parties, and to edit the software.
4. In the event of an infringement of intellectual property rights or other rights, clause VIII.1. and clause VIII.2. shall apply mutatis mutandis.

XIII. Subcontractors

The supplier is not entitled to engage subcontractors without our prior written consent. If the supplier engages subcontractors, it must oblige all subcontractors to comply with all relevant contractual obligations assumed by the supplier towards us. The supplier is responsible for ensuring that subcontractors comply with these obligations.

XIV. Sustainability in the supply chain

1. The supplier undertakes, both in relation to its own commercial operations and in relation to its directly commissioned subcontractors, to take appropriate preventive measures to avoid violating national or international provisions or conventions on human rights, labor, health, and environmental protection, and to identify violations at an early stage. The supplier shall inform us in writing, upon request, of the preventive measures taken. We or a third party commissioned by us shall have the right to inspect the preventive measures taken by the supplier once a year during normal working hours, after notifying the supplier in advance.
2. In the event of any violation of national or international human rights or national or international labor, health, and environmental protection provisions or conventions referred to in paragraph 1 above by the supplier or its direct or indirect subcontractors, the supplier must immediately take appropriate remedial measures, monitor the effectiveness of these remedial measures, and inform us of such violation and the remedial measures taken. Our right to immediately terminate the contract for good cause remains unaffected.
3. The supplier shall ensure that its employees regularly participate in training courses on human rights, health and safety at work, and environmental issues.

XV. Compliance

1. The Supplier warrants that it will not engage in any act or omission that could lead to administrative or criminal prosecution by the competent authorities (e.g., corruption or antitrust/competition violations). The Supplier shall take appropriate preventive measures.
2. Upon written request, the supplier must provide us with information regarding the preventive measures taken.
3. The supplier shall immediately inform us if the competition authorities initiate formal investigations against it due to possible corruption or violations of antitrust/competition law.
4. The supplier acknowledges and accepts the Code of Conduct for Business Partners of SSI SCHÄFER, available at <https://www.ssi-schaefer.com/en-de/about-us/compliance>, which we will make available to the supplier upon request. The supplier must comply with the principles of corporate social responsibility set out therein.

XVI. Data protection

1. We store the provider's data on our servers and process the data if and to the extent necessary in connection with the provider's performance.
2. We also process personal data if and to the extent necessary for the performance of the supply contract. We will not disclose personal data to third parties unless this is necessary to enable the supplier to perform its services.
3. If the provider obtains access to personal data during the provision of its services, the provider must comply with the legal regulations on data protection and inform us, upon request, about compliance with these regulations. The provider shall oblige its employees in writing to comply with the requirements of confidentiality and data protection in accordance with the applicable legal provisions. If the provider processes personal data on our behalf or under joint responsibility with us in the course of providing its services, the provider shall enter into a separate data processing agreement with us that complies with legal requirements.
4. The supplier is informed about our data protection conditions, available at <https://www.ssi-schaefer.com/en-de/privacy>.

XVII. Final provisions

1. If one or more terms of these Terms of Purchase prove to be or become invalid or void, either in whole or in part, the validity of the other terms of these Terms of Purchase shall not be affected. The invalid or void terms shall be automatically replaced by valid terms that, as far as possible, reflect the economic purpose of the invalid or void term originally intended by the parties. The same applies in the event of a gap or omission.
2. These Terms of Purchase and the contractual relationship between us and the supplier shall be governed exclusively by the laws of the registered office of the purchaser ("purchaser" means the respective SSI SCHÄFER company that placed the order for goods and/or services with the supplier). National conflict of law rules and the United Nations Convention on Contracts for the

International Sale of Goods (CISG) shall not apply.

3. The place of performance and exclusive place of jurisdiction for all legal disputes arising from and in connection with the contractual relationship between us and the supplier is the purchaser's registered office. We also have the right to sue the supplier at its registered office at our discretion.
4. The language of the contract is Romanian. If we or the supplier uses another language, the Romanian version shall always prevail.

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