



General Terms and Conditions of Purchase of Rittal GmbH & Co. KG

1. Scope of application

- 1.1 These Terms and Conditions of Purchase shall apply exclusively to all deliveries and services of the Supplier. They shall only apply if the supplier is an entrepreneur (§ 14 BGB [German Civil Code]), a legal entity under public law or a special fund under public law. Conflicting or deviating General Terms and Conditions shall not apply unless we have agreed to their validity in text form in individual cases. The tacit acceptance or receipt of contractual products or services from the supplier or the fulfilment of the consideration by us cannot be interpreted as consent to the validity of deviating terms and conditions.
- 1.2 Individual agreements made with the supplier in individual cases (including collateral agreements, supplements or amendments) shall take precedence over these Terms and Conditions of Purchase. A separate contract or an express confirmation by us shall be authoritative for the content of such agreements. The contract and confirmation must be in writing in accordance with § 126 (1) BGB in order to be valid.
- 1.3 Legally relevant declarations and notifications to be made to us by the supplier after conclusion of the contract (e.g. setting of deadlines, reminders, declaration of cancellation) must be made in text form to be effective.

2. Conclusion of contract

- 2.1 Our order shall be deemed binding at the earliest upon receipt or confirmation in text form. The supplier must notify us of obvious errors (e.g. typing and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before declaring acceptance. If he fails to do so, the contract shall be deemed not to have been concluded.
- 2.2 The supplier is obliged to confirm our order in text form within a period of two weeks or - in particular by delivering the contractual product or providing the service - to fulfil it without reservation (acceptance). Delayed acceptance by the supplier shall be deemed a new offer and requires acceptance by us.

3. Prices

- 3.1 The price stated in our order is binding. All prices are inclusive of statutory value added tax if this is not shown separately.
- 3.2 Unless otherwise agreed in individual cases, the price shall include all main and ancillary services of the Supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any insurance against loss or damage).



4. Payment, offsetting, retention

- 4.1 Payments shall be made by us as follows: After receipt of a proper invoice, but not before receipt of the complete delivery and service (including, if agreed, acceptance), from the 1st to the 15th of the month on the 30th of the same month, upon receipt of the invoice or delivery from the 16th to the 31st of the month on the 15th of the following month, in each case with deduction of a 3% discount. By making a payment, we neither acknowledge the correctness of the invoice nor do we confirm that the delivery or service has been provided in accordance with the contract.
- 4.2 We shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent permitted by law.
- 4.3 The supplier shall only have a right of set-off on the basis of legally established or undisputed counterclaims. The supplier shall only be entitled to exercise a right of retention if its claim is based on the same contractual relationship or is legally established or undisputed.

5. Place of performance, deliveries, subcontractors, packaging

- 5.1 Deliveries from free circulation within the European Union shall be made DAP, in the case of cross-border deliveries from third countries DDP, to the delivery address specified in our order (Incoterms® 2020). The supplier shall bear the material risk until acceptance of the goods by us or our authorised representative at the agreed destination. If the place of destination is not specified and nothing else has been agreed, the delivery shall be made to our registered office in Haiger (GDC). The respective place of destination is also the place of fulfilment (debt to be discharged at creditor's domicile). If an acceptance procedure has been agreed, the transfer of risk shall take place upon its successful completion. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly in the event of acceptance. If we are in default of acceptance due to delivery or handover of the goods, this shall be deemed equivalent to handover or acceptance.
- 5.2 For quantities, weights and dimensions, the values determined by us during the incoming goods inspection shall be decisive, subject to proof to the contrary.
- 5.3 Partial deliveries and services are not permitted unless we have expressly agreed to them in text form.



- 5.4 The supplier is only authorised to transfer all or part of its performance obligations to subcontractors with our consent. The consent must be in writing in order to be effective in accordance with § 126 (1) BGB.
- 5.5 The supplier undertakes to use environmentally friendly packaging that can be reused or disposed of cost-effectively. In order to enable recycling by type, packaging must be labelled to identify the material from which it is made in accordance with the applicable statutory regulations. Styrofoam chips are not permitted as packaging material. Packaging shall be carried out by the supplier at its own expense and in accordance with the relevant requirements. In particular, the packaging must ensure protection against damage, soiling and moisture during transport and storage. If the delivery item is packed in a disassembled state, it must be possible to assemble it ready for use without great effort; easily understandable assembly instructions must be enclosed with the delivery. All information relevant to the contents, storage, handling and transport must be visibly affixed to the packaging; this applies in particular to any warning and/or hazard and/or handling instructions. Returnable packaging shall be returned by us to the supplier's address carriage forward.
- 5.6 At our request, the supplier shall take back packaging material without incurring any costs for us.

6. Delivery dates, delay, contractual penalty

- 6.1 The delivery time specified by us in the order is binding. The supplier is obliged to inform us immediately in text form, stating the reasons and the expected duration of the delay, if he is likely to be unable to meet agreed delivery times - for whatever reason.
- 6.2 If the supplier fails to perform or fails to perform within the agreed delivery period or is otherwise in default of delivery, our rights - in particular to cancellation and damages - shall be determined in accordance with the statutory provisions.
- 6.3 The supplier may only invoke the absence of necessary information or documents to be supplied by us if he has not received them within a reasonable period despite a reminder in text form.
- 6.4 If the supplier is in default, we shall be entitled to charge a contractual penalty of 0.2% of the net value of the goods of the delayed delivery per working day or part thereof of the delay, up to a maximum of 5% of the net value of the goods, unless the supplier proves that it is not responsible for the delay. The assertion of further claims remains unaffected. The contractual penalty shall be offset against any existing further claims for damages. We are entitled to claim the contractual penalty at the latest with the final payment.



- 6.5 The unconditional acceptance of the delayed delivery or service does not constitute a waiver of the claims to which we are entitled due to the delayed delivery or service.

7. Ownership, retention of title

Ownership of the contractual products shall pass to us upon full payment. However, we shall be entitled to process or resell the goods as agreed even before full payment has been made. An extended or expanded retention of title must be agreed with us in each individual case and must be in writing in accordance with § 126 Para. 1 BGB (German Civil Code) to be effective

8. Waste disposal, prohibited substances

- 8.1 The supplier guarantees compliance with the applicable laws and regulations on packaging, the use of materials and the return and disposal of contractual products. In particular, it shall comply with the provisions of the applicable Packaging Act, the Act on the Placing on the Market, Return and Environmentally Sound Disposal of Electrical and Electronic Equipment (ElektroG) and the Electrical and Electronic Equipment Substances Regulation (ElektroStoffV).
- 8.2 The supplier guarantees the "RoHS conformity" (Directive 2011/65/EU of 8 June 2011 and Delegated Directive (EU) 2024/1416) of the contractual products.
- 8.1 If we send waste electrical equipment back to the supplier, the supplier shall bear the costs incurred for this and shall ensure that it is disposed of in an environmentally friendly manner.

9. Confidentiality, reference ban

- 9.1 The Supplier shall use confidential information, in particular the terms of our order and the content of the contractual relationship as well as documents, samples, sketches, business intentions, personal data, problems, data, software and/or problem solutions and other specific know-how made available by us (hereinafter collectively referred to as "Information"), during the term and after termination of the contractual relationship only within the scope of the cooperation for the contractual purposes and treat it confidentially. In particular, the Supplier shall not pass it on to third parties or use it for its own business purposes without authorisation; this shall apply irrespective of whether Information is marked as confidential or not. Employees of the Supplier may only have access to Information if and to the extent that they require the specific Information to fulfil their duties. The supplier shall obligate its employees and any subcontractors to the same extent as it has obligated itself to us.



- 9.2 This confidentiality obligation does not apply to Information that
- has already been known to the supplier outside the contractual relationship;
 - was lawfully acquired from third parties;
 - is or will become generally known or state of the art;
 - has been authorised for use by us in text form;
 - must be disclosed due to mandatory legal regulations;
 - must be disclosed due to incontestable court or official orders, but then only if the supplier - insofar as permissible without violating the order - has informed us of this prior to disclosure and only to the extent required by the order.
- 9.3 Upon termination of the contractual relationship at the latest, the supplier shall return all confidential documents and Information without being requested to do so or destroy them at our request and provide us with proof thereof.
- 9.4 In the event of a culpable breach of this confidentiality obligation, the Supplier undertakes to pay liquidated damages of EUR 25,000 in each individual case. The invocation of a continuation connection is excluded. The supplier shall have the right to prove that no damage or only less damage than the lump sum was incurred in the specific case. We also reserve the right to provide evidence of higher damages.
- 9.5 The Supplier shall comply with the relevant data protection regulations, in particular if it is granted access to our premises or to our IT systems. It shall ensure that its employees and third parties working for it also comply with these provisions, in particular that they are obliged to maintain data secrecy before commencing their work.
- 9.6 The supplier is not authorised to use our name, brand, logo or corporate design for advertising purposes without our express consent. Consent must be given in text form to be effective.

10. Insurances

The supplier must take out appropriate liability insurance for the duration of the contract, including warranty periods and limitation periods for claims for defects, with conditions customary in the industry and a minimum cover of two million euros per claim and maintain it for the entire duration of the contractual relationship. Upon request, he shall provide us with suitable proof of the existence of the insurance cover.

11. Quality assurance, incoming goods inspection and combating counterfeit components

- 11.1 The supplier is obliged to maintain a quality management system ("QMS") which corresponds to the current state of the art. The supplier shall carry out inspections during production in accordance with its QMS. If we deem it necessary, we will agree on an inspection plan with the supplier for a special preliminary stage inspection
- 11.2 The supplier shall carry out a final inspection of the products to ensure that only faultless goods are delivered.
- 11.3 The statutory provisions (§§ 377, 381 HGB) shall apply to the commercial obligation to inspect and give notice of defects with the following proviso: Our obligation to inspect shall be limited to defects which become apparent during our incoming goods inspection by external examination of the goods including the delivery documents or during our quality control by random sampling (e.g. obvious transport damage, incorrect and short delivery). If acceptance has been agreed, there is no obligation to inspect the goods. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of other defects discovered later remains unaffected. In all cases, our complaint (notification of defects) shall be deemed to be timely if received by the Supplier within five working days of the defect being discovered during the incoming goods inspection or, in the case of hidden defects, after their discovery.
- 11.4 Electronic components and other types of components and materials that have been tampered with, counterfeited or altered in any way to disguise or falsify their identity, origin, quality or performance shall be deemed to be counterfeit components. The Supplier shall take reasonable measures to prevent the Contract Products from containing proven or suspected counterfeit components. The parties agree that reasonable measures shall include at least the following precautions:
- targeted pre-supplier qualification;
 - the establishment of processes, tests and initial sample inspections for the early identification of counterfeit components;
 - the implementation of an effective system for the management of counterfeit components;
 - the establishment of a process that sorts out components suspected of being counterfeit until proven otherwise;



- a process flow that seamlessly documents all steps from the identification of a counterfeit component to its disposal;
- the establishment of a process to immediately and comprehensively inform the entire supply chain about the presence of counterfeit components, regardless of whether there is only a suspicion or proof has been provided.

12. Rights in the event of defects

- 12.1 The statutory provisions shall apply to our rights in the event of material defects and defects of title of the subject matter of the contract (including incorrect and short delivery as well as improper assembly, defective assembly, operating or operating instructions) and in the event of other breaches of duty by the supplier, unless otherwise stipulated below.
- 12.2 In accordance with the statutory provisions, the supplier shall be liable in particular for ensuring that the subject matter of the contract has the agreed quality upon transfer of risk to us. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject of the respective contract or have been included in the contract in the same way as these Terms and Conditions of Purchase, shall be deemed to be an agreement on the quality. It makes no difference to whether the product description originates from us, the supplier or the manufacturer.
- 12.3 If the supplier fails to fulfil its obligation to provide subsequent performance - at our discretion either by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery) - within a reasonable period set by us, we may remedy the defect ourselves or have it remedied by a third party and demand reimbursement of the necessary expenses or a corresponding advance payment from the supplier. If subsequent fulfilment by the supplier has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the supplier of such circumstances immediately, if possible in advance.
- 12.4 Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, we shall be entitled to compensation for damages and expenses in accordance with the statutory provisions.
- 12.5 If the supplier undertakes supplementary performance in the form of replacement deliveries or rectification of the subject matter of the contract in order to fulfil its warranty obligations within the limitation period, the limitation period - in relation to the defects

underlying the supplementary performance and their causes - shall begin to run anew at the time at which the supplier has completely fulfilled our claims for supplementary performance, unless we had to assume from the supplier's conduct that the supplier did not consider itself obliged to take the measure, but only carried out the replacement delivery or rectification as a gesture of goodwill.

- 12.6 The costs incurred by the supplier for the purpose of inspection and rectification (including any removal and installation costs) shall be borne by the supplier even if it turns out that there was in fact no defect. Our liability for damages in the event of an unjustified request to remedy defects shall remain unaffected; in this respect, however, we shall only be liable if we recognised or were grossly negligent in not recognising that there was no defect.

13. Statute of limitations

- 13.1 The reciprocal claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise stipulated below.
- 13.2 Notwithstanding Section 438 (1) No. 3 BGB, the limitation period for material defects and defects of title shall be three years from the transfer of risk. If acceptance has been agreed or is provided for by law, the limitation period shall commence upon acceptance.
- 13.3 The limitation periods under sales law, including the above extension, shall apply - to the extent permitted by law - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

14. Product liability

- 14.1 If claims are asserted against us by third parties on the basis of product liability law due to defects in the contractual products or other causes originating from the supplier's area of responsibility, the supplier shall indemnify us against such claims to the extent that the supplier itself would be liable if it had supplied the third party directly. The claim for indemnification shall also include the necessary costs of appropriate legal defence.
- 14.2 If we have to assume that, due to defects in the contractual products or other causes within the supplier's area of responsibility, it is necessary to carry out recall actions or other measures to prevent damage, the supplier shall reimburse us for the necessary costs and expenses. We shall inform the supplier of the content and scope of recall measures prior to their initiation - as far as possible and reasonable - and give him the opportunity to comment.

14.3 Any further claims on our part shall remain unaffected.

14.4 The supplier undertakes to take out sufficient, worldwide product liability insurance, including recall cost insurance, with a sum insured of at least ten million euros to cover the risks of product liability arising from the contractual products, including those arising from counterfeit components. Upon request, the supplier shall provide us with corresponding proof of insurance and inform us immediately and without being asked of any circumstances affecting this insurance cover.

15. Property rights, exemption

15.1 Insofar as we provide the supplier with plans, documents, sketches or other information for the provision of its services, the supplier shall receive the simple, non-transferable, non-sublicensable right of use, revocable at any time and limited to the duration of the order processing, for use for the purpose of the contract. The right of use does not include reproduction, distribution, processing or making available to the public. The information may neither be passed on to third parties nor used for the processing of orders from other customers.

15.2 Insofar as new results capable of being protected by industrial property rights arise from the co-operation, the parties shall reach a separate agreement on their registration and use, in which the shares of the respective development work are to be appropriately taken into account. However, we shall acquire at least a non-exclusive right to use the subject matter of the property right free of charge and without restriction in terms of time, content and location.

15.3 The supplier warrants that the contractual worldwide utilisation of its deliveries and services by us or our customers does not conflict with any third-party property rights. If a third party asserts a claim against us for infringement of property rights, the supplier shall indemnify us against all claims in this respect. The claim for indemnification shall also include the necessary costs of reasonable legal defence. In the event of a claim, we shall inform the supplier immediately after becoming aware of it, and we shall support the supplier to a reasonable extent in the defence against the claims.

15.4 If the contractual use of the subject matter of the contract is impaired by third-party industrial property rights, the supplier shall be obliged, without prejudice to its other contractual and statutory obligations, either to obtain a licence from the holder of the industrial property right at its own expense after consultation with us or to modify the components of the subject matter of the contract that conflict with the third-party industrial



property right in such a way that they fall outside the scope of protection but still comply with what has been agreed with us.

16. Spare parts and consumables

The supplier shall ensure that our supply or the supply of our customers with spare parts and consumables for the contractual products is guaranteed for a further ten years after the last series delivery at reasonable, customary conditions.

17. Provision

- 17.1 If we provide with materials, devices or tools for the manufacture of the contractual products, they shall remain our property. If such materials, devices or tools are procured or manufactured by the supplier on our behalf, we shall acquire ownership upon payment of the agreed price. The tools, which the supplier shall label with a clearly visible and permanent indication of ownership, shall remain the property of the supplier for the duration of the contractual relationship.
- 17.2 The Supplier shall be responsible for the proper maintenance and insurance of the materials, equipment and tools. Unless the parties agree otherwise, the costs incurred by the supplier for this shall be included in the agreed product price.
- 17.3 We may at any time demand the return of the items owned by us, unless the supplier requires these items to fulfil its contractual obligations towards us. The supplier expressly waives any right of retention on any legal grounds whatsoever.
- 17.4 The supplier is not authorised to use materials, devices or tools provided by us for orders of other customers or other third parties.

18. Code of Conduct, conflict materials

- 18.1 The supplier undertakes to take note of and comply with the "Code of Conduct for Suppliers of the Friedhelm Loh Group" (hereinafter referred to as the "Code of Conduct"), which is available for download at <https://www.rittal.com/de-de/Unternehmen/Global-Sourcing>. The values of the Friedhelm Loh Group, to which we belong, enshrined therein are binding for the supplier in the fulfilment of the contract.
- 18.2 The supplier undertakes to disclose whether the raw materials columbite-tantalite, cassiterite, gold or wolframite are contained in the contractual products. If this is the case, the supplier shall disclose their origin and the supply chain up to the place of origin.



19. Due diligence obligations in the supply chain

- 19.1 The supplier undertakes to take all measures that are appropriate, necessary and reasonable to ensure compliance with the human rights and environmental obligations in the supply chain specified in the Code of Conduct. The supplier shall include in the contracts with its suppliers provisions on compliance with the human rights and environmental obligations in accordance with the Code of Conduct, which ensure that the same or at least equivalent requirements or specifications also apply in this relationship.
- 19.2 The Supplier's obligation to comply with other or further-reaching obligations under applicable laws, European regulations and/or international conventions shall remain unaffected.
- 19.3 Upon request, the supplier shall immediately provide us with all necessary information and, upon our request and provision of corresponding access, enter it into an ERP system that enables us to assess the risks of a violation of the human rights and environmental obligations specified in the Code of Conduct at the supplier itself and its own direct and indirect suppliers within the supply chain.
- 19.4 In the event of a breach of the human rights and/or environmental obligations set out in the Code of Conduct and/or applicable laws or if there is a fact-based suspicion of such a breach within the supplier's supply chain, the supplier must inform us immediately of the relevant circumstances and inform us of the remedial measures it is taking to remedy the breach and prevent future breaches.
- 19.5 If, in individual cases, we request information from the supplier about existing human rights or environmental risks and/or insight into the supplier's production process or service provision and the documents and processes relating to the subject matter of the contract for the purpose of verifying compliance with the obligations described in the Code of Conduct, the supplier undertakes to provide such information truthfully and to allow inspections or audits in its respective business areas and to provide all reasonable support. The supplier's obligation to provide information and to allow inspections or audits also exists if we need the information to ensure our own compliance or to support our own reporting. We will only carry out an inspection or audit with prior notice and during normal business hours. The supplier undertakes to provide all competent authorities in Germany and abroad with complete and timely information in accordance with the applicable law and to inform us in text form of such requests for information insofar as they relate to the subject matter of the contract.



- 19.6 The supplier shall, if necessary, organise appropriate training and further training courses that are suitable for instructing its employees on the necessary compliance with the human rights and environmental requirements contained in the Code of Conduct and to enable them to enforce these requirements in the supply chain. At our request, the supplier shall, at its own expense, send suitable employees to participate in topic-related training and further education offered by us.
- 19.7 If the supplier does not fulfil its above obligations, or does not fulfil them on time or in full, we shall be entitled to terminate the contract without notice. To be effective, the notice of cancellation must be in writing in accordance with § 126 (1) BGB. We may refrain from terminating the contract if the supplier provides evidence that it has taken immediate measures to remedy the breach in question and has established specific precautions in its business area to prevent future breaches.
- 19.8 The supplier shall indemnify us, our legal representatives, bodies and employees against all claims asserted by third parties due to violations of the human rights and environmental obligations entered into by the supplier. The indemnification claim also includes fines and the necessary costs of an appropriate legal defence. We shall inform the supplier immediately of the assertion of such claims.
- 19.9 The supplier agrees that we may amend the requirements set out in the Code of Conduct at any time during the term of the contract if the legal situation, an enforceable official order or the result of a risk analysis carried out so requires. We will inform the supplier in text form of any updates to the Code of Conduct and make the current version available on our website. The supplier shall promptly take appropriate measures to implement amended or supplemented requirements in its business area.

20. Export Compliance / Customs

- 20.1 The supplier shall fulfil all requirements of the applicable national, European and international export, export control, embargo, transfer and customs regulations for export, import, transit or re-export or an intra-Community transfer (hereinafter the "Export and Customs Regulations"). In good time before delivery of the ordered goods or immediately after a change has been made with regard to the points listed below, the supplier must provide all data, documents and information required to comply with the export and customs regulations immediately, unsolicited, free of charge and in a customary manner on its business papers or in digital form.
- 20.2 The supplier shall provide the following information in particular:



- the applicable German, European or US export control export list numbers for goods subject to export authorisation,
- the commercial origin of goods,
- the commodity code (at least 8 digits) and
- at our express request
 - preference certificates, certificates of origin and (long-term) supplier declarations and
 - any other documents and data in accordance with the respective valid and applicable legal requirements for foreign trade.

20.3 Reference is made to the supplier's obligation under Article 11 (9) EU Dual-Use Regulation 2021/821 (labelling of foreign trade data on the relevant commercial and accompanying documents).

20.4 The supplier assures that the contractual products to be delivered are not raw materials or contain raw materials that are subject to import bans.

20.5 The supplier assures that at the time of signing this contract it is not subject to any sanctions in accordance with the applicable export regulations (e.g. under German, European or US law). He shall inform us immediately in writing if he is subject to sanctions during the term of this contract in accordance with the above export regulations.

21. Final provisions

21.1 If the supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising from the contractual relationship shall be Herborn. In addition, we are entitled to bring an action at the supplier's general place of jurisdiction.

21.2 These Terms and Conditions and all legal relationships between the Supplier and us shall be governed by the law of the Federal Republic of Germany applicable to domestic contracting parties to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

Rittal GmbH & Co. KG, as at: 03.2025