

## General Conditions of Purchase of RECA NORM GmbH ("RECA NORM")

### I. Scope

(1) The present General Conditions of Purchase ("Conditions of Purchase") apply to all business relationships with business partners and suppliers of RECA NORM ("Supplier") concerning the delivery of movable property ("Goods" or "Product(s)") and/or services, regardless of whether a Supplier directly provides these Goods and/or services or purchases them from third parties. These Conditions of Purchase apply only if the Supplier is an entrepreneur (Section 14 of the German Civil Code ("BGB")), a public law entity or a special fund under public law.

(2) These Conditions of Purchase, as in effect at any given time, shall apply as framework agreement to any future contracts on the sale and/or the delivery of movable property and/or services with the same supplier. The latest version of these Conditions of Purchase can be accessed at [www.recanorm.de/reca-norm/einkauf](http://www.recanorm.de/reca-norm/einkauf).

(3) The present Conditions of Purchase shall apply exclusively. Any conflicting, diverging or supplementary general terms and conditions of the Supplier are excluded, unless the extent of their incorporation into a contract is expressly defined and agreed to by RECA NORM in writing. This reservation of consent shall apply even if RECA NORM accepts deliveries from the Supplier without reservation while being aware of the Supplier's General Terms and Conditions

(4) Separate, individual agreements concluded with the supplier (including any supplements, changes and amendments) shall take precedence over the provisions in these Conditions of Purchase. However, these individual agreements require written form and/or RECA NORM's written confirmation to be effective.

(5) Any legally relevant representations and notices to be made to RECA NORM by the Supplier after conclusion of a contract (incl. deadlines, reminders, rescission of a contract) need to be made in writing to be effective.

(6) References to statutory provisions are for clarification purposes only. Even without such references, legal regulations and statutory provisions generally apply without limitation unless they are expressly changed or excluded in these Conditions of Purchase

### II Conclusion of a contract

(1) Orders by RECA NORM may not be considered placed unless submitted or confirmed in writing. Any deliveries made without written order will not be accepted. Orders placed via EDI or comparable digital ordering systems shall be deemed the same as a written order or written order confirmation. RECA NORM's failure to respond to offers, inquiries or other declarations of the Supplier may only be deemed consent if this has been expressly agreed in writing in advance. The Supplier shall point out obvious mistakes (e.g. typing or calculation errors) and/or incomplete orders or missing order documents to RECA NORM without delay so they can be revised or completed. Otherwise, the contract shall not take effect.

(2) A written order confirmation by the Supplier is generally not required by RECA Norm, unless the Supplier needs to change the order in terms of quantities, prices or delivery dates. However, if expressly requested by RECA NORM, the Supplier shall confirm the order in writing within a period of one (1) week or process the order without reservation and without delay.



Any delayed or changed order acceptance shall be deemed a new offer requiring acceptance by RECA NORM. The same shall apply to any acceptance of an extended or limited or otherwise changed order.

(3) The Supplier shall provide all offers, designs, drafts and samples free of charge. At RECA NORM's request, the Supplier shall take these back at their own expense and without delay.

### III Delivery times and delays in delivery

(1) The delivery date given by RECA NORM in the order is binding. In the event the Supplier can reasonably foresee that the agreed delivery times cannot be met, the Supplier shall notify RECA NORM in writing without delay of the reasons for and the length of the expected delay. Before the agreed delivery date, partial deliveries or early deliveries may only be made with the prior written consent of RECA NORM.

(2) Should the Supplier fail to render the agreed performance or fail to do so within the agreed delivery time, or should the Supplier default on the delivery, RECA NORM's rights—including, but not limited to, the right to rescind the contract and the right to claim damages—shall be subject to statutory requirements. This provision shall apply without prejudice to the provisions in paragraph 3.

(3) In the event the Supplier defaults on a delivery, RECA NORM may claim a contractual penalty in the amount of EUR 50 per delayed sales order item. RECA NORM may claim this contractual penalty in addition to the actual performance of the contract as minimum damages in accordance with statutory requirements; RECA NORM reserves the right to claim additional damages. In the event RECA NORM accepts the delayed performance, the contractual penalty will be claimed upon final payment at the latest.

(4) RECA NORM will continue to claim full delivery, unless the Supplier fully compensates RECA NORM for the delivery at RECA NORM's request. Acceptance of the delayed delivery shall not be construed as a waiver of any damages or contractual penalty claims.

### IV. Delivery, packaging, transfer of risk, delays in acceptance

(1) Unless agreed otherwise in individual cases, all deliveries shall be made free of charge (DDP named place of destination acc. to INCOTERMS 2020) to the destination named in the order. Unless agreed otherwise, all deliveries shall be made to RECA NORM's head office in Germany, 74635 Kupferzell, Am Wasserturm 4, if no place of destination has been named in the order. The place of destination is also the place of performance.

(2) Every delivery shall be carried out in accordance with RECA NORM's suppliers' guideline, as in effect at any given time. The latest version of the suppliers' guideline can be accessed at [www.recanorm.de/reca-norm/einkauf](http://www.recanorm.de/reca-norm/einkauf)

(3) The supplier shall pay attention to the sustainability of the packaging materials used and to packaging methods that are as environmentally friendly as possible. In particular, the packaging material used shall be minimized and preference shall be given to renewable and/or recycled raw materials. The packaging should be designed for reuse and/or recycling. Furthermore, the supplier must comply with all relevant legal requirements with regard to sustainability and disposal.

(4) In the event the Supplier or one of its legal representatives willfully or negligently fails to observe the provisions of RECA NORM suppliers' guideline, RECA NORM may claim a flat processing fee of EUR 100 per delivery.

RECA NORM may also charge the Supplier for any reworking costs and/or other expenses incurred in connection with the Supplier's provable failure to observe RECA NORM suppliers guideline. RECA NORM reserves the right to claim additional damages.

(5) The risk of accidental loss of or accidental damage to the Goods or services passes to RECA NORM when the Goods or services are delivered at the place of performance. In case acceptance of the Goods or services is agreed, the risk passes upon acceptance.

(6) Default of acceptance on the part of RECA NORM is subject to statutory requirements. The Supplier has to expressly offer performance to RECA NORM even if a certain time period has been or is to be agreed for an action or involvement of RECA NORM. If RECA NORM is in default of acceptance, the Supplier may claim compensation for any additional costs incurred in accordance with statutory requirements.

(7) The Supplier's obligation to take back the packaging shall be governed by the statutory provisions. The goods shall be packaged in such a way that damage in transit is avoided. Packaging materials shall only be used to the extent necessary to achieve this purpose. Only environmentally friendly packaging materials may be used.

## V. Duties to inform, subcontractors

(1) The Supplier shall inform RECA NORM in writing of any changes to manufacturing processes, changes in materials or upstream deliveries of parts for Products or services, changes in manufacturing locations as well as of changes to processes or facilities for the testing of parts or any other quality assurance measures in good time. RECA NORM may examine whether the above changes could have a negative effect on the Product. Upon request, the Supplier shall provide all documents required for such an examination and allow for audits to reasonable extent.

(2) RECA NORM must be notified in writing of the use of subcontractors, freelance staff, upstream suppliers and other third parties ("authorized agents") who are no actual employees of the Supplier in the provision of the agreed Goods or services. The Supplier shall ensure in its contractual relationships with authorized agents that all Goods and services are provided fully and in due form, the due and timely provision of Goods and services can be monitored through appropriate documentation as well as regular audits by RECA NORM and that all obligations arising under the contract with RECA NORM also apply to the contractual relationship with the authorized agent.

(3) Authorized agents shall be considered legal representatives of the Supplier within the meaning of the German Civil Code. Losses, delays, interruptions, insufficient performance or any other defects or errors in the deliveries and services of the authorized agents, regardless of the cause of these losses, shall not release the Supplier from its obligations under the contract concluded with RECA NORM.

(4) In the event the Supplier or one of its authorized agents has to provide services on the premises of RECA NORM, the Supplier shall ensure the Supplier's personnel or its authorized agents have signed the external company agreement presented by RECA NORM before provision of the services and that this external company agreement as well as all other provisions contained in RECA NORM plant regulations are observed fully by the persons concerned.

## VI Prices, invoices, payment terms, set-off and retention

(1) The price shown in the order is binding. All prices are exclusive of VAT even if VAT is not shown separately. This also applies to any additional services performed by the Supplier.

(2) Unless otherwise agreed in individual cases, the price shall include all services and additional services provided by the Supplier as well as all incidental expenses (e.g. appropriate packing, customs duties, import charges, transport costs including any transport and liability insurances). If a price "ex works", "ex warehouse" or the like has been agreed, the in-house forwarding agent specified by RECA NORM shall be commissioned. Price demands must be announced in writing by the supplier at least 3 months in advance. Silence on this announcement does not automatically constitute acceptance of the claim.

(3) The electronic invoice shall be submitted to RECA including the invoice number, order number, quantity, price and other order details (including, but not limited to, the RECA article numbers). Instructions on sending invoices electronically are available in the latest version at [www.recanorm.de/reca-norm/einkauf](http://www.recanorm.de/reca-norm/einkauf) in the invoice section of the download area. Invoices shall be sent separately from Goods deliveries. Any deliveries from territories outside the EU's customs area must include a copy of the invoice or a pro forma invoice.

(4) Payments shall be made in accordance with the agreed payment terms. Payments by bank transfer shall be considered made in due time provided the transfer order by RECA NORM is received by RECA NORM bank before expiry of the payment term. RECA NORM may not be held responsible for delays caused by the banks involved in the payment process. Payments are only made after receipt of a proper and correct invoice.

(5) RECA NORM does not accept any liability for late payment interest within the meaning of Section 353 of the German Commercial Code (HGB). Any late payment interest charged may be five (5) percentage points above the base rate per annum. Any payment delays on the part of RECA NORM are subject to statutory requirements. Without prejudice to the above provision, a written reminder by the Supplier is always required before RECA NORM may be considered in default.

(6) RECA NORM may exercise its legal rights of set-off and retention as well as the right to refuse consideration in accordance with Section 320 BGB if the Supplier fails to render the agreed performance. RECA NORM's rights include, but are not limited to, the right to refuse payment, provided RECA NORM still has outstanding claims against the Supplier resulting from incomplete or defective Goods or services.

(7) The Supplier may only set off claims or exercise rights of retention to the extent its claims or rights are uncontested or finally adjudicated and no longer subject to appeal or review.

## VII Transfer of title and provision of materials

(1) Title to the Goods shall pass to RECA NORM upon delivery regardless of whether the price has already been paid. However, in the event RECA NORM accepts an offer of the Supplier subject to full payment of the agreed price in individual cases, title to the Goods shall pass upon full payment of the Goods delivered. Any extended reservation of title on the part of the Supplier is hereby excluded.

(2) The Supplier processes, blends or combines materials provided by RECA NORM on behalf of RECA NORM. Both parties agree that RECA NORM acquires joint ownership of the new Products created proportionate to the value of



the materials provided by RECA NORM compared to the total value of the new Products. The Supplier shall store these new Products for RECA NORM until delivery.

## **VIII. Confidentiality, documentation, and references**

(1) The Supplier shall not disclose to third parties any commercial or technical information provided or made accessible by RECA NORM, to the extent this information is not already publicly known. This information shall only be provided to persons required for the performance of deliveries to RECA NORM in the course of its own business operations, provided these persons are also subject to similar non-disclosure obligations.

(2) RECA NORM reserves all property rights and copyrights in and to all documents and other resources made available to the Supplier for the execution of an order placed by RECA NORM including, without limitation, drawings, illustrations, designs, calculations, descriptions, plans, models, samples, technical specifications, data storage media, other documents, tools, parts and materials. All of the above documents and resources may only be used for the performance of the agreed contract. Any works or Products created on the basis of documents and resources provided by RECA NORM may not be used by the Supplier nor offered or delivered to third parties. Confidential information that was made accessible to the Supplier by RECA NORM shall be returned to RECA NORM or destroyed upon performance of the contract. This obligation shall not apply to any routine data backups created by electronic communication systems. This obligation shall further not apply to any confidential information and copies thereof that the Supplier is legally obliged to retain.

(3) Any technical documentation, drawings, diagrams, tables, charts, photographs, layout templates and other documentation—be it on data storage mediums, printed copies or printing materials—as well as all samples, tools, materials and other operating resources provided by the Supplier shall become property of RECA NORM upon provision by the Supplier. To the extent legally permissible, RECA NORM shall further receive all property rights and rights of use and exploitation in all aforementioned copyrightable works. The transfer of the above rights does not require any separate remuneration by RECA NORM; it is fully covered by the prices given in the orders.

(4) Without RECA NORM's express prior written consent, the Supplier may not use the business relationship between the Supplier and RECA NORM as a reference in any form whatsoever.

## **IX. Defective deliveries**

(1) Unless otherwise provided below, the rights of RECA NORM in the event of material and/or legal defects and/or other breaches of duty by the Supplier are subject to statutory requirements.

(2) In accordance with statutory requirements, the Supplier's liability shall include, without limitation, the assurance that the Goods have the agreed quality at the passing of risk to RECA NORM. The descriptions which have been incorporated into an individual contract—for instance by designation or reference thereto in RECA NORM order—and therefore constitute part of the subject matter of this contract shall be deemed the agreed nature and quality of the Goods. Within the meaning of the above provision, it does not matter whether the description has been provided by RECA NORM or by the Supplier.

(3) The Supplier guarantees that the Goods do not violate the property rights of third parties. The Supplier is obliged to conduct appropriate research for conflicting industrial property rights at the Supplier's own expense

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and to inform RECA NORM of the results of this research.

(4) Notwithstanding the provisions in Sec. 442, para. 1, sentence 2, BGB, RECA NORM shall be entitled to claims for defects without limitation even if RECA NORM did not become aware of the defect upon conclusion of the contract due to gross negligence.

(5) The legal obligation to examine Goods upon delivery and notify the delivering party of any defects shall be subject to the applicable statutory provisions (Secs. 377 and 381 HGB) with the following exception: RECA NORM obligation to check Goods upon delivery shall be restricted to defects that can be detected by RECA NORM incoming goods inspections by means of visual checks including the delivery documents and by random checks of RECA NORM quality assurance personnel (e.g. damage in transit, wrong or short deliveries). In case acceptance has been agreed, RECA NORM shall not be obliged to check the Goods. In all other respects, these obligations shall be dependent on whether and to what extent an inspection of deliveries can be conducted with reasonable effort in the ordinary course of business in each individual case. The foregoing provision does not affect the obligation to notify Supplier of defects discovered at a later time. In all cases, a complaint by RECA NORM (notice of defects) shall be considered to have been made in due time and without delay if the Supplier receives this notice within 10 calendar days upon the discovery of such defects. The Supplier's inspections of outgoing Goods shall be aligned to the reduced inspections of incoming Goods carried out by RECA NORM.

(6) The Supplier shall bear all inspection and rectification costs even if it is discovered that the Goods in question were not defective. The above provisions shall not limit RECA NORM liability to provide compensation for losses caused by unjustified claims for the rectification of defects. However, RECA NORM shall only be liable if RECA NORM was aware of the fact that the Goods in question were not defective or was negligent in failing to recognize the absence of any defects.

(7) RECA NORM obligation to provide defective Products for inspection to the Supplier is limited to a random sample defined by RECA NORM. The notified defect must be understandable on the basis of this random sample. The random sample must further be proportionate to the type of defect, the importance of the individual case as well as the effort involved in supplying defective Products in the field. The Supplier has no right of retention.

(8) In the event the Supplier does not fulfill its obligation to provide a remedy (either by rectifying the defect or by delivering a non-defective Product as chosen by RECA NORM within a reasonable period determined by RECA NORM, the latter may rectify the defect itself and claim compensation for the expenses and/or an advance payment from the Supplier. In case the Supplier's remedial measures were not successful or would impose an unreasonable burden on RECA NORM (e.g. due to special urgency, operational safety hazards or the potential of excessive damage) no grace period needs to be determined. RECA NORM shall notify the Supplier without delay, if possible, in advance.

(9) In the event the Supplier provides a replacement delivery as a remedial measure, the replacement Goods will again be subject to the original limitation period, which shall commence upon delivery of the replacement Goods, unless the Supplier expressly and effectively declares that the replacement delivery was made out of goodwill and/or to avoid disputes and/or to secure the continuation of the Supplier relationship.

(10) In all other respects, RECA NORM may reduce the purchase price or rescind the contract in accordance with statutory requirements in case of material or legal defects. RECA NORM may further claim damages and the reimbursement of expenses in accordance with statutory requirements.



(11) In the event RECA NORM discovers a defect in a Product delivered by the Supplier or a defect is discovered as a result of a justified customer complaint at a later time and the Product has to be returned and/or blocked by RECA NORM for this reason, the Supplier shall pay a flat handling fee in the amount of EUR 100 to RECA NORM. This handling fee may not be offset against any resulting claims for damages. RECA NORM may collect defective items, including, but not limited to, bulk items, and return them to the Supplier in larger shipping units. The Supplier shall pay a handling fee of EUR 100 for each return shipment of defective Products. In this case the Supplier shall bear all rectification costs and other expenses incurred by RECA NORM.

## **X. Exclusivity**

(1) Products marked with RECA may not be sold to third parties; if these products are legitimately returned by RECA NORM or not accepted by RECA NORM, they must be destroyed and proof of destruction must be provided.

(2) The Supplier shall be subject to a contractual penalty for each violation of the provision in paragraph 1.

(3) The contractual penalty for violations of the provision in paragraph 1 shall amount to twice the value of the Goods, but no less than EUR 15,000.

(4) The further assertion of damages, in particular due to legal claims by RECA NORM, remains unaffected.

## **XI. Supplier recourse**

(1) RECA NORM may seek legal recourse within a supply chain (Supplier recourse in accordance with Secs. 478, 445a, 445b BGB) in addition to any claim made by RECA NORM based on any defect in the quality or condition of the Goods without restrictions. RECA NORM's right of recourse includes, but is not limited to, demanding exactly the same remedy (repairs or replacement deliveries) from the Supplier that RECA NORM has to provide to its customer in the case in question. However, the above provision does not in any way limit RECA NORM's right to choose an appropriate remedy (Sec. 439, para. 1, BGB).

(2) Before RECA NORM recognizes or settles a claim for defects made by a customer (including reimbursement of expenses in accordance with Secs. 478, para. 3, and 439, para. 2, para. 3 BGB), RECA NORM shall notify the Supplier, provide a brief description of the matter and request a written statement from the Supplier. If this statement is not provided within a reasonable period of time and no amicable solution can be found, the compensation which was actually provided by RECA NORM shall be deemed owed to the RECA NORM customer. In such a case, the Supplier retains the right to provide proof to the contrary.

## **XII Product liability and compulsory insurance**

(1) The Supplier shall indemnify Würth against any product liability claims made against Würth to the extent the damage incurred is the result of a defect of the Goods delivered by the Supplier. This provision shall also apply to any liability claims resulting from fault or negligence on the part of the Supplier. To the extent the cause of the damage falls under the responsibility of the Supplier, it is the Supplier's responsibility to establish that it is not liable.

(2) Under the above indemnification provision, the Supplier shall bear all costs and expenses incurred by



RECA NORM in connection with claims made by third parties including any recall campaigns conducted by RECA NORM. RECA NORM shall notify the Supplier in advance of any recall measures, make sure Supplier can assist in the recall and coordinate the efficient execution of the recall with the Supplier. However, this is not necessary if the notification and involvement of the Supplier is impossible due to the urgency of a recall.

(3) Further, the Supplier shall be liable for any damage incurred by RECA NORM as a result of reasonable precautions to limit any claims under non-contractual liability which fall under the responsibility of the Supplier (e.g. public advertisements).

(4) The above provisions shall apply without prejudice to any further legal claims by the parties.

(5) For the duration of the contractual relationship with RECA NORM, the Supplier shall maintain a sufficient product liability insurance policy at its own expense. Upon request, the Supplier shall provide the corresponding proof of insurance to RECA NORM.

## **XIII Cartel damages**

If a final and legally enforceable decision of a court or an authority shows that the Supplier was involved in an agreement infringing antitrust laws or concerted practices regarding the setting of prices or terms and conditions, the limiting of production or sales or the allocation of markets or customer groups, which relate to the Goods or services purchased by RECA NORM, the Supplier shall pay flat damages of 10 % of the net invoice amount to RECA NORM, insofar as the Supplier fails to demonstrate in each individual case that no losses, or significantly lower losses have been incurred by RECA NORM. RECA NORM reserves the right to claim further damages in individual cases that exceed the flat damages agreed above. All other contractual or statutory claims and rights of RECA NORM shall remain unaffected.

## **XIV Limitation periods**

(1) Unless agreed otherwise in the provisions of this section, the parties' claims shall be subject to the statutory limitation periods.

(2) Notwithstanding the provisions in Section 438, paragraph 1, number 3, BGB, the standard limitation period for claims for defects shall be three years from the passing of risk. This three-year limitation period shall also apply mutatis mutandis to claims based on legal defects, without prejudice to the statutory limitation period governing third parties' proprietary claims for the return of property (Section 438, paragraph 1, number 1, BGB); claims based on legal defects shall not become statute-barred as long as third parties can still make claims against RECA NORM based on a legal defect

(3) The limitation periods specified in the German sale of goods laws including the above extensions shall apply to all contractual claims based on defects to the extent legally permissible. Any non-contractual claims for damages based on a defect are subject to the applicable statutory limitation periods (Secs. 195, 199 BGB), unless the applicable German sale of goods laws require longer limitation periods in individual cases.



## XV Export controls and customs duties

(1) The supplier is obliged to inform RECA NORM in writing, as early as possible before the delivery date, of any authorization requirements for its goods under applicable German, European (EU), and US export, customs, and foreign trade laws, as well as under the export, customs, and foreign trade laws of the country of origin of its goods. To this end, the supplier must provide the following information and data.

- the export list number according to Annex AL of the German Foreign Trade and Ordinance or comparable list items of relevant export lists;
- the "Export Control Classification Number" according to the "U.S. Commerce Control List" (ECCN), provided the goods are subject to the "U.S. Export Administration Regulations" (EAR);
- if the ITAR Regulations are applicable, the USML number;
- the commodity code (HS/KN code)
- the country of origin (commercial/non-preferential origin), key for origin codes: D = third country / E = EU / F = EFTA;
- (Long-term) supplier declarations on preferential origin (for EU suppliers) or certificates on preferences (for non-EU suppliers);
- a certificate of origin must be issued if required;
- all other information and data that RECA NORM requires for the export and import of the goods and, in the case of resale, for the re-export of the goods

(2) The Supplier shall enclose all documents required for deliveries across customs borders such as commercial invoices, delivery notes and information with the consignment to ensure a complete and correct declaration of import duty. The following must be borne in mind when preparing the invoice:

- The invoice shall also include any costs not included in the price of the Goods (e.g. research and development costs, license fees, tool costs, related materials provided by the buyer) as individual items.
- In the event of free deliveries, the Supplier shall state a current market price and the note "For Customs Purposes Only" on the pro forma invoice.

(3) The Supplier shall support RECA NORM with all means necessary to reduce or minimize RECA NORM payment obligations with regard to customs duties and/or customs clearance costs.

(4) The Supplier shall inform RECA NORM in writing of any changes of the above information and data without delay by email to [zoll@recanorm.de](mailto:zoll@recanorm.de)

(5) In the event the Supplier violates its contractual obligations under the above paragraphs, the Supplier shall bear all expenses and losses incurred as well as other disadvantages suffered by RECA NORM as a result of this violation (e.g. subsequent claims for foreign import duties, monetary fines). However, this provision shall only apply if the Supplier is responsible for this breach of contract.

## **XVI Environment, social affairs, and corporate governance (ESG)**

- (1) The Supplier is obliged to comply with the internationally applicable minimum standards under labor law, in particular all conventions of the International Labor Organization ("ILO") with regard to employee rights, working hours and occupational health and safety, as well as all applicable statutory and official provisions
- (2) Environmental protection has a high priority within RECA NORM's understanding of quality. The supplier undertakes to comply with the respective statutory regulations on environmental protection and to work to permanently reduce the adverse effects of its activities on people and the environment.
- (3) The Supplier undertakes to introduce and/or operate an energy management system, which, unless agreed otherwise, shall meet at least the requirements set out in ISO 50001 as in effect at any given time.
- (4) The Supplier undertakes to introduce and/or operate an occupational safety management system, which, unless agreed otherwise, shall meet at least the requirements set out in ISO 45001 as in effect at any given time.
- (5) The Supplier shall neither actively or passively nor directly or indirectly participate in any form of bribery or corruption, human rights violations or the discrimination of its employees, forced labor or child labor.
- (6) The Supplier shall observe the applicable provisions on conflict minerals, including, but not limited to, Section 1502 of the Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act"). In the event conflict minerals are required for the production or the operation of the Products delivered by the Supplier, the origin of these conflict minerals must be disclosed. Upon request, the Supplier shall provide documentation on the use and origin of conflict minerals to RECA NORM and any contracted service providers in full and without delay.
- (7) The Supplier shall observe the Code of Compliance of the RECA NORM Group as well as the RECA NORM Supplier Code of Conduct as in effect at any given time, available at [www.recanorm.de/reca-norm/einkauf](http://www.recanorm.de/reca-norm/einkauf).

## **XVII Product compliance and product quality**

- (1) The Supplier shall observe the relevant technical standards (including, but not limited to, DIN standards, VDE regulations, VDI guidelines, DVGW rules) and the applicable legal and statutory regulations on product safety.
- (2) The Supplier undertakes to introduce and/or operate a quality management system (QM system), which, unless agreed otherwise, shall meet at least the requirements set out in ISO 9001 as in effect at any given time. The Supplier shall ensure the efficiency of the QM system throughout the entire manufacturing process. The Supplier shall carry out and document regular intermediate inspections and a comprehensive final inspection prior to delivery. Compliance with the testing procedure shall not release the Supplier from its responsibility to supply Products of flawless quality and function.
- (3) The Supplier shall inform RECA NORM of any changes to the manufacturing process or the organization of the QM system before the first delivery of the Products concerned. In conjunction with this and at the request of RECA NORM, the Supplier shall also provide the complete technical documentation, including, but not limited to, specifications, data sheets, product documentation, processing information and test reports. Any changes to



the Product specifications always require the written consent of RECA NORM prior to the first delivery.

(4) The Supplier warrants that the Products to be delivered are in compliance with Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH). All substances contained in the Products of the Supplier that are not exempted from the obligation to register must be pre-registered or registered upon expiry of the transition periods in accordance with the provisions of the REACH Regulation.

(5) Suppliers based in a non-EU member state are obliged to appoint an Only Representative (OR) based inside the EU in accordance with Art. 8 REACH whose name and address has to be disclosed to RECA NORM. The OR is responsible for fulfilling all the registration and other REACH obligations of the Supplier. Any preregistration or registration of a substance carried out by the OR shall be communicated to RECA NORM stating the registration number of the substance. Supplier shall notify RECA NORM immediately should the OR change or discontinue its activities.

(6) The Supplier shall ensure that the Products delivered by the Supplier do not contain any substances on the approval list according to Art. 55 et seq., Annex XIV REACH, unless the Supplier has the corresponding approval; the Supplier shall provide RECA NORM with the approval documentation. The Supplier shall notify RECA NORM immediately in writing in the event that Products delivered by the Supplier contain restricted substances or substances on the candidate list in accordance with Art. 57, 59 of the REACH Regulation; this includes, but is not limited to, any extensions of and/or amendments to the restrictions and/or the candidate list. The Supplier shall indicate the names of the individual substances and the restrictions and/or the respective percentage by weight of the individual Product components as precisely as possible.

(7) The Supplier also warrants that the products delivered are in compliance with the requirements specified in Regulation (EC) No. 1272/2008 (CLP). Non-EU Suppliers' responsibilities include, but are not limited to, making sure their OR submits the necessary notifications to the Classification and Labeling Inventory in accordance with Articles 39-42 of the CLP Regulation for the products delivered.

(8) The Supplier shall provide RECA NORM with the information required to register the Products in public product databases, including, but not limited to, the SCIP database of ECHA, the EPREL database of the European Commission, the EUDAMED database of the European Commission and similar databases. Provided referencing is permitted in the respective database, providing the data required to include the necessary references shall be sufficient. The Supplier shall ensure that the business relationship with RECA NORM is not publicly recognizable from the database entry which may have to be created directly by the Supplier; in particular, the Supplier may not register Products under a RECA NORM brand in a public database, unless expressly agreed otherwise.

(9) Unless the Products delivered are private label products marked with a RECA NORM brand, the Supplier shall ensure they comply fully with all obligations under extended producer responsibility regulations, including, but not limited to, the regulations on the registration and return of packaging, old electrical and electronic equipment and batteries. In the event the Supplier is registered outside Germany, the Supplier shall ensure it has a duly appointed authorized representative that fulfills the aforementioned legal obligations.

(10) The following provisions shall apply to private label products, i. e. Products supplied to RECA NORM by the Supplier for the purpose of further distribution under a RECA NORM brand.



- a. In the event the contract between the Supplier and RECA NORM concerns the delivery of a Product within the meaning of the European harmonization legislation, the Supplier shall provide RECA NORM with all information required for the conformity assessment and the preparation of declarations of conformity without delay and in a suitable and permanent format and place the CE marking on these products in accordance with applicable statutory requirements, including, but not limited to, the applicable harmonization legislation as well as Art. 30 of Regulation (EC) No 765/2008.
- b. In the event the contract between the Supplier and RECA NORM concerns the supply of a construction product within the meaning of the Construction Products Regulation (EU) No 305/2011 ("CPR"), the Supplier shall provide RECA NORM with all information required for the assessment and verification of constancy of performance (AVCP) as well as for the preparation of the declaration of performance without delay and in a suitable and permanent format and place the CE marking on these products in accordance with applicable statutory requirements, including, but not limited to, the CPR and Article 30 of Regulation (EC) No 765/2008.

(11) Upon request and without delay, the Supplier shall provide RECA NORM or a service provider acting on behalf of RECA NORM with all further information required by RECA NORM for the lawful distribution and marketing of the Products.

(12) In the event the Supplier violates one of the above provisions, the Supplier shall indemnify both RECA NORM and its associated companies as well as its customers against any costs, claims of third parties (including, but not limited to, claims for direct or consequential damages) and any other disadvantages (e.g. fines) resulting from the violation of the provisions of this paragraph XVII. However, this provision shall only apply if the Supplier is responsible for this breach of contract. Further, RECA NORM may, at any time, cancel the order in question with immediate effect and refuse acceptance of the corresponding delivery without incurring any costs. The above provisions shall apply without prejudice to RECA NORM's rights to claim damages. Canceling or refusing acceptance of the order by RECA NORM does not constitute a waiver of claims for damages.

## **XVIII Applicable law and place of jurisdiction**

(1) These Conditions of Purchase and all legal relationships between RECA NORM and the Supplier are subject to the laws of the Federal Republic of Germany under exclusion of all international and supranational (contractual) legal systems including, but not limited to, the UN Convention on Contracts for the International Sale of Goods. The legal requirements and effects of the retention of title clause are subject to the laws applicable at the location of the Goods to the extent the choice of German law is invalid or ineffective under the applicable national law.

(2) In the event the Supplier is a businessperson within the meaning of Secs. 1 et seq., HGB, a public law entity or a special fund under public law, the exclusive and international place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be the place of business of RECA NORM. RECA NORM does, however, reserve the right to also bring proceedings against the Supplier in the courts at the place of performance agreed for individual deliveries or at the general place of jurisdiction of the Supplier. The above provision shall apply



without prejudice to any statutory requirements that take precedence over individual agreements, including, but not limited to, agreements on exclusive jurisdictions.

Status: July 2025