

General Terms and Conditions of Purchase of SCHROTH Safety Products GmbH

I. Preface, Scope of Application

1. Any and all offers of the Contractor / Supplier (hereinafter referred to as "Contractor") and orders from SCHROTH Safety Products GmbH (hereinafter referred to as "Principal") with regard to the supply of goods and/or the provision of services under a purchase contract, a contract for work and services, or a service contract (hereinafter referred to as "Deliveries") for the Principal shall be made exclusively on the basis of these General Terms and Conditions of Purchase of the Principal (hereinafter referred to as "Terms"). Any and all contrary general terms and conditions of the Contractor, or terms and conditions which deviate from these Terms or from statutory provisions, do not become part of the contract, even if the Principal acts in knowledge of them, unless their application is expressly agreed. This requirement of consent will also apply, if the Principal does not explicitly object to the general terms and conditions of the Contractor in an individual case, if the Principal accepts Deliveries from the Contractor without reservation or makes payments to the Contractor without reservation.
2. These Terms only apply with respect to entrepreneurs within the meaning of Section 14 of the German Civil Code (*Bürgerliches Gesetzbuch* - "BGB"), legal entities governed by public law, and special trusts under public law.
3. Within the scope of an ongoing business relationship, these Terms shall also apply to any and all future contracts concluded by and between the Principal and the Contractor, without a need for the Principal to refer to them again in each individual case.
4. Any and all commercial terms shall be construed in accordance with the Incoterms[®] as amended at the time of the conclusion of contract.
5. Insofar as these Conditions require the written form, the text form (such as fax or email) within the meaning of Section 126 b BGB shall suffice to comply with the written form requirement.

II. Submission of Offers and Orders

1. Any and all offers made by the Contractor bind the Contractor and have to be made free of charge for the Principal. Likewise, the preparation of drawings, plans, and the like by the Contractor must be made free of charge, unless otherwise agreed upon in the contract. The Principal may accept an offer of the Contractor within 14 days. The commitment period begins upon receipt of the offer by the Principal.
2. Orders of the Principal are only binding if they are made in writing. The Contractor shall accept orders in writing within one week as of the order date, otherwise the Principal is no longer bound to its order. The receipt of the declaration of acceptance by the Principal is decisive for the timely acceptance of the order. Should the acceptance deviate from the order, the Contractor shall specifically highlight the differences in its declaration of acceptance. Such deviations shall only become part of the contract if the Principal has confirmed them in writing. Otherwise, a contract by and between the Principal and the Contractor is concluded, if the Contractor makes the Deliveries stated in the order without reservation.
3. Drawings, tolerance data, and other documents referred to in an order shall form part of the order and of the contract, unless the Contractor specifies otherwise in its acceptance. Section II.2. 3rd sentence shall apply accordingly.
4. The Contractor shall notify the Principal of any and all obvious errors, typographical and calculation errors and any incompleteness in documents and drawings provided by the Principal for the purpose of correction or completion prior to acceptance of the order, so that the order can be corrected. This also applies to missing documents.

III. Prices and Payment Terms

1. The prices agreed between the Principal and the Contractor are lump sum fixed prices, unless otherwise agreed. The agreed prices are DDP (to the place of delivery specified in the contract) plus the statutory value added tax as amended from time to time (if applicable), and including any and all ancillary costs such as costs for packaging, insurance, freight and storage, customs duties, etc. The statutory value

added tax applicable in each case shall be shown separately in the offers and invoices.

2. Insofar as, by way of exception, the price does not include the packaging and the price for the packaging – which is not only provided on a loan basis – is not expressly determined, it shall be charged at the provable cost price. Upon request by the Principal, the Contractor shall take back the packaging at its own expense at the place of delivery.
3. Unless otherwise agreed upon in writing, the Principal shall pay within 14 days with a 3% discount or within 30 days net, in each case after the receipt of the invoice and the receipt of Deliveries. The discount period does not commence in case the Principal accepts partial Deliveries by the Contractor provided that they are permitted by way of exception.
4. In case of delayed payment, the Principal shall owe default interest in the amount of five (5) percentage points above the respective base rate of the European Central Bank.
5. The Principal shall have unlimited rights of set-off and retention to the statutory extent.
6. All order confirmations, delivery papers and invoices must include the order number, article number, stock order number (if available), delivery quantity, and delivery address. Without prejudice to any other rights, if one or more of these details are missing and this leads to a delay of the processing by the Principal in the normal course of business, the payment periods referred to in paragraph 3 shall be extended by the period of delay.
7. Furthermore, the Contractor shall adhere to the order of the quotation items in its invoice. In addition, the invoice must contain all information required for tax and customs purposes. Until receipt of an invoice in accordance with these requirements, the Principal already asserts a right of retention against the Contractor's payment claim.
8. If and to the extent that the Contractor's Deliveries are part of a customer order which is subject to price verification by public authorities, the Contractor shall guarantee and warrant that the prices and charges set out in the price determination on the basis of cost price are in accordance with the rules of pricing law required by the public sector. The Contractor agrees to a review by the public authorities.

IV. Delivery and Delivery Dates

1. Deliveries shall be made on the basis of DDP to the place of delivery specified in the contract (hereinafter referred to as "Place of Delivery"), unless otherwise agreed.
2. If and to the extent that permits are necessary for the execution of the Deliveries, the Contractor shall obtain them at its own expense.
3. The Contractor is obliged to secure the packaging of the Deliveries and to insure them for transport. Unless otherwise agreed, the Contractor is not entitled to make partial Deliveries.
4. The contents of the Deliveries must be clearly marked with the article number and the article description; the delivery documents must be enclosed with the delivery. The batch splitting by packaging unit must be guaranteed and documented accordingly on the delivery documents.
5. As agreed upon, the inspection certificates must arrive together with the respective delivery or must be sent immediately after receipt of the Deliveries.
6. The agreed delivery date (hereinafter "Delivery Date") is binding and the Contractor is obliged to deliver the Deliveries to the Place of Delivery on the Delivery Date. As a matter of principle, early Deliveries are not permitted unless otherwise agreed. The Contractor shall bear any and all eventual additional costs for its compliance with a Delivery Date.
7. In case a contract does not contain any information about the Delivery Date, the Deliveries shall be delivered within 14 calendar days after contract conclusion. This shall also apply to orders placed by the Principal on the basis of a list of deliveries and services of the Contractor, even if the list contains other delivery periods or dates. They will only be decisive in case of an explicit written confirmation given by the Principal.

8. If delays are anticipated with a view to the timeliness of the Deliveries, the Contractor shall immediately inform the Principal of this verbally and, in addition, in written form, and shall obtain the Principal's decision on the continuation of the order. The agreed Delivery Date will not be changed by the notification of an anticipated delay in delivery. The acceptance of the delayed Deliveries without reservation shall not constitute a waiver of any rights of the Principal by reason of the delayed Deliveries.
9. In case of non-compliance with the Delivery Date, the Principal is entitled to rescind the agreement or to claim damages pursuant to the statutory provisions. Further statutory claims shall remain unaffected hereof.
10. In case the Contractor is in default of delivery, the Principal will be entitled to demand from the Contractor the payment of a contractual penalty in the amount of 0.5 % of the agreed net price for each commenced calendar week, not to exceed, however, a total of 5 % of the agreed net price of the delayed Deliveries. The right to claim further damages remains unaffected. However, any paid contractual penalties shall be deducted from any such claim for damages. The Principal may also claim the contractual penalty if the Deliveries were accepted without reservation; however, after the final payment of the Deliveries, the Principal may only claim the contractual penalty if a respective reservation was declared upon final payment.

V. Receipt and Acceptance of Deliveries

1. Deliveries will only require acceptance if expressly agreed upon between the Principal and the Contractor or if required by statutory provisions. As a matter of principle, partial acceptances shall be excluded.
2. Unless otherwise agreed, the Principal may declare the acceptance within a period of at least 14 days after completion notification of the delivery by the Contractor. In all other respects, the Principal's rights and obligations regarding the acceptance are subject to the statutory provisions.
3. For the acceptance of goods, the Contractor shall observe the information provided by the Principal in the order as well as any and all other agreed requirements.

VI. Passing of Risk and Title

1. The risk of accidental loss and accidental deterioration of the Deliveries shall pass to the Principal upon their handover at the agreed Place of Delivery.
2. In case an acceptance of the Deliveries is required (for this, see Section V.1), the risk of accidental loss and accidental deterioration of the Deliveries shall only pass to the Principal upon their acceptance.
3. The title to the Deliveries is transferred to the Principal at the time of delivery. In case the Contractor retains title in breach of contract, the Principal will reserve its right to unconditional transfer of title of the Deliveries, even if the Principal accepts the Deliveries.
4. If and to the extent that, by way of exception, the Principal and the Contractor agreed upon a retention of title, it will have the effect of a simple retention of title. The Principal rejects any and all extended or overall retention of title. Title to the Deliveries shall pass from the Contractor to the Principal upon payment of the purchase price at the latest. In the ordinary course of business, the Principal is entitled to combine, process or mix Deliveries which have been delivered under retention with effect for itself and the Principal is entitled to resell them.

VII. Guarantee and Warranty

1. The Contractor warrants that the Deliveries correspond to the agreed design and construction. In particular, the Contractor warrants that its Deliveries comply with the current state of the art, the statutory safety regulations and other applicable regulations, the agreed properties and specifications, any and all technical, chemical, and physical data, specimen or samples as well as with any and all other agreed properties or any and all properties resulting from other information provided by the Contractor or by a manufacturer other than the Contractor. The Contractor shall comply with any and all generally

recognized standards, in particular DIN, ISO, VDI, VDE, etc., unless higher requirements result from the current state of the art, the conveyed place of use or the intended use of the Deliveries, or from the other specifications of the Principal.

2. Any approval of samples or specimen declared by the Principal does not imply any limitation of warranty rights. Claims and rights of the Principal on account of defects shall remain unaffected by such an approval.
3. Upon delivery, the Principal will only inspect the Deliveries with regard to their quantity, type of goods, potential transport damage apparent upon examination of the packaging, any externally visible damage of the Deliveries as such as well as any other apparent defects. At any rate, a notification of defects shall be deemed to be made in good time if it is made within a period of five (5) calendar days after delivery or, in case of hidden defects, within five (5) calendar days after the detection of the defect. The Principal shall not have any other obligations exceeding the aforementioned duty of inspection, notification, and rejection.
4. In case of a defect in quality, the Principal will be entitled to the statutory warranty rights without limitation. In particular, the Principal may demand from the Contractor, at its discretion, a remedy of the defect or new delivery (hereinafter referred to as "Supplementary Performance"). The Contractor shall bear any and all costs related to the Supplementary Performance, such as transportation, travel, work, and material costs. Assembly and disassembly costs shall be deemed as supplementary performance costs.
5. In case of defects in quality, the warranty period shall be 36 months as of passing of risk (for this, see Section VI.).
6. Upon receipt by the Contractor of the written notification of defects from the Principal, the limitation period for claims in connection with the defects shall be suspended until an agreement has been reached with the Contractor on the remedy of the defect and any consequences thereof; however, the suspension shall end six (6) months after the Contractor has finally rejected the notification of defects.
7. After a new delivery has been made, the warranty period for newly delivered Deliveries shall commence again, unless, based on the behavior of the Contractor, the Principal had to assume that the Contractor did not feel obliged to take the measure, but only carried out the Subsequent Performance for reasons of goodwill or similar reasons.

VIII. Industrial Property Rights

1. The Contractor shall ensure that third parties are not entitled to assert any rights with regard to the Deliveries, in particular no rights in rem and industrial property rights such as patent, trademark, utility model, design and copyrights (hereinafter together referred to as "Property Rights") and that third parties' property rights within the Federal Republic of Germany or, insofar as the Contractor is informed thereof, within the country of destination of the Supplies are not infringed.
2. In case a third party asserts claims against the Purchaser on account of an infringement of Property Rights with regard to the Deliveries of the Contractor, the Contractor shall, at the discretion of the Principal and at its own expense, obtain a right of use, modify its Deliveries in such a way that the Property Right is not infringed, or replace its Deliveries by a new one which is free of Property Rights of third parties.
3. The Contractor shall indemnify and hold the Principal harmless against any and all claims for damages and reimbursement of expenses by third parties which are, according to the allegation of the third party, asserted against the Principal on account of an infringement of Property Rights by the Deliveries attributable to the Contractor.
4. Any and all further statutory rights of the Principal due to defects in title of the Deliveries shall remain unaffected.
5. Section VII.6. shall apply accordingly to the limitation period for claims in connection with defects in title.

IX. Product Liability

In the event of product liability, the following shall apply without prejudice to any and all other claims of the Principal:

1. The Contractor is responsible for any and all claims asserted by third parties for personal injury or damage to property resulting from a defective Delivery provided that such defect is attributable to the Contractor; the Contractor shall indemnify and hold the Principal harmless from the resulting liability.
2. Within the scope of the aforementioned indemnity obligation, the Contractor shall reimburse the Principal any and all costs incurred by the Principal arising out of or in connection with the claims asserted by third parties, including any recall actions carried out by the Principal. If possible and reasonable in the specific case, the Principal shall notify the Contractor of the content and the scope of such measures and shall give the Contractor the opportunity to comment.
3. The Contractor shall also bear the legal costs arising therefrom.
4. The Contractor is obliged to support the Principal.
5. The Contractor is obliged to take out and maintain a product liability insurance at its own expense with an amount of coverage of at least EUR 2.5 m. Upon request, the Contractor shall send the Principal a copy of the liability policy at any time.
6. The Principal points out that the delivered parts might also be integrated into aircrafts and spacecrafts and, therefore, recommends to take out a separate liability insurance for this sector.

X. Tools, Models and Drawings

1. Tools, devices and other objects manufactured or procured by the Contractor at the expense of the Principal (hereinafter referred to as "Tools") shall become the property of the Principal upon procurement. They shall be kept, maintained and renewed by the Contractor free of charge for the Principal with the care of a prudent businessman, so that they can be used at any time. Further obligations of the Contractor with regard to the Tools are set forth in section XI.
2. The Principal reserves the title as well as any and all industrial property rights (patent and trademark rights, rights of use, design and copyrights) with regard to models, samples, designs, drawings, illustrations, calculations, descriptions and other documents (hereinafter referred to as "Documents") which the Principal made available to the Contractor at the time of the order or under a contract. Without the express consent of the Principal, the Contractor may neither make them available to third parties nor disclose them, use them or use them by means of third parties, or duplicate them. Upon request by the Principal, the Contractor shall return the Documents to the Principal, if the Contractor does no longer need them in the ordinary course of business or the negotiations do not lead to a conclusion of contract. In this case, any and all copies made by the Contractor shall be destroyed; this shall not apply to the storage within the scope of statutory record retention obligations and the storage of data for backup purposes within the scope of the usual data backup.

XI. Provisions

1. In case the Principal provides the Contractor with materials, Tools or other means of production (hereinafter referred to as "Provisions"), the Principal retains title to these Provisions. The Contractor may only use the Provisions for orders of the Principal. The Provisions shall be stored free of charge, kept safe, and marked. The Contractor shall bear the risk of accidental loss and accidental deterioration of the Provisions. The Contractor shall carry out the maintenance and repair of the Provisions at its own expense.
2. The Contractor is obliged to insure the Provisions at its own expense against theft, breakage, fire and water damage and to prove this to the Principal upon request. With immediate effect, the Contractor authorizes the Principal to assert claims under these insurances against the insurance company with regard to the Principal's Provisions.
3. The Contractor is only entitled to combine, mix, process or remodel the Provisions with the prior written consent of the Principal. Any processing or remodeling (hereinafter jointly referred to as "Processing") of the Provisions is made for the Principal as manufacturer within the meaning of Section 950 BGB without obliging the Principal. The processed Provisions to which the Principal acquires ownership shall also be considered as Provisions

within the meaning of this Section XI. In case the Provisions are combined or mixed with articles which are not the property of the Principal, the Principal will acquire co-ownership of the newly manufactured goods. The scope of such co-ownership is the share corresponding to the invoice value of the Provisions to the invoice value of the other goods. In case the Principal's ownership expires due to Processing, the Contractor assigns to the Principal, effective immediately, any and all ownership rights accruing to the Contractor in the new article to the extent of the invoice value of the Provisions and will safeguard the new article for the Principal free of charge. The co-ownership rights shall be considered as Provisions within the meaning of this section XI.

4. In the event of pledging or any other interventions by third parties regarding the Provisions, the Contractor must notify the Principal immediately.

XII. Spare Parts

1. The Contractor shall inform the Principal at least six (6) months in advance of any changes to the spare parts for the Deliveries, for example due to the state of the art.
2. The Contractor undertakes to keep spare parts for the products delivered to the Principal available for a period of at least ten (10) years after the respective delivery.
3. In case the Contractor intends to discontinue the production of spare parts for the products delivered to the Principal, the Contractor shall inform the Principal of this immediately after the decision to discontinue production. Without prejudice to any other obligations, this notification must be made at least twelve (12) months before the end of production.
4. In case the Contractor is no longer in a position to supply spare parts, whether due to justifiable or unjustifiable circumstances, he will assure, in coordination with the Principal, the provision of the necessary capacities by third parties and will undertake to grant the necessary licenses and provide technical support. The terms and conditions agreed between the parties shall also apply to Deliveries for the spare parts market.

XIII. Trade Secrets

1. The Contractor shall be obliged to treat the Principal's orders, technical details such as illustrations, drawings, calculations, know-how, trade secrets, and other information or documents which the Contractor receives from or regarding a contract with the Principal (hereinafter referred to as "Information") with confidence.
2. The Information may only be disclosed or made accessible to third parties with the express written consent of the Principal.
3. The Contractor shall oblige its employees and other persons, who have access to the Information, to hold the Information in confidence to the same extent.
4. The foregoing obligations shall not apply to Information which a) was already demonstrably known to the Contractor at the time of conclusion of the contract or which is subsequently disclosed by a third party without any breach of a confidentiality agreement, statutory regulations or official orders; b) is publicly known at the time of conclusion of the contract or is subsequently made public, unless this is due to a breach of this contract; c) is disclosed on the basis of statutory obligations or by order of a court or an authority.

XIV. Liability

1. The Principal shall not be liable to the Contractor for any damages and reimbursement of expenses, irrespective of the legal grounds (contract, tortuous act, breach of contractual obligations, indemnification, etc.).
2. The preceding exclusion of liability shall not apply in cases of a liability under the German Product Liability Act [*Produkthaftungsgesetz* - ProdhaftG], in cases of intent or gross negligence, in cases of culpable injury to life, body or health, and in case of an infringement of essential contractual obligations, i.e. such duties whose fulfillment is essential for enabling the due performance of the contract and on whose observation the Contractor habitually relies and may rely on.

3. However, if and to the extent that the Principal is not liable for intent, gross negligence, injury to life, limb or health or pursuant to the ProdHaftG, its liability due to an infringement of essential contractual obligations shall be limited to foreseeable damages which are characteristic of such contracts.
4. If the Principal's liability is limited or excluded pursuant to the preceding sections, the limitation shall equally apply to the respective personal liability of assistants, vicarious agents, legal representatives or employees of the Principal.

XV. Subcontractors

The Contractor is not entitled to use subcontractors without the written consent of the Principal.

XVI. Data Security

1. The Contractor warrants to comply with any and all applicable data protection laws, namely the General Data Protection Regulation of the European Union (GDPR) and the Federal Data Protection Act 2018 (*Bundesdatenschutzgesetz – "BDSG"*) and to have obtained any and all authorizations required by applicable law with regard to personal data which the Contractor transfers to the Principal or makes available to the Principal for the processing of the contractual services to be provided by the Contractor for the Principal within the scope of the business relationship. The Contractor shall compensate the Principal with regard to any and all costs, claims, and liability which the Principal incurs or suffers on grounds of a breach of this warranty.
2. The Contractor hereby declares to have received and acknowledged the "Data privacy statement" of the Principal. In the event that the data subject is not the Contractor at the same time, the Contractor hereby undertakes to pass on this "Data Security Notice" to the data subjects who will be in touch with the Principal within the scope of the contractual relationship between the Principal and the Contractor.
3. In case the Contractor becomes active within the scope of this contractual relationship as a processor within the meaning of Art. 28 GDPR or Sec. 62 BDSG (2018), the Parties will first conclude an agreement on order processing which meets the legal requirements. The Principal and the Contractor shall be liable as joint and several debtors for any and all damages suffered by a person due to any inadmissible or incorrect data processing within the scope of the contractual relationship. The Contractor shall bear the burden of proof that the damage does not result of circumstances for which the Contractor is responsible, insofar as the relevant data was compiled under this agreement. As long as this proof has not been provided, the Contractor shall indemnify the Principal upon first request against any and all claims raised against the Principal in connection with the processing of the order. The Contractor shall be liable to the Principal for any and all damages caused by the culpable conduct of the Contractor, its employees or the subcontractors appointed by the Contractor for the execution of the contract or those used in connection with the performance of the commissioned contractual service. This Section XIV. (3) sentences 3 and 4 shall not apply if the damage was caused by the proper implementation of the services ordered or by the instructions given by the Principal.
4. The Contractor undertakes to only use employees who have been obliged to maintain data secrecy in accordance with Sec. 53 BDSG (2018) and for whom this obligation continues to apply after they leave the employment relationship with the Contractor.
5. At any rate, the Contractor may only transfer personal data of the Principal or of a data subject to third parties (including subcontractors) with the prior written consent of the Principal, regardless of the legal requirements. The Contractor undertakes to only entrust subcontractors with the processing of personal data of the Principal or of data subjects employed by the Principal, if they have previously undertaken in writing to comply with the obligations under this Section XVI. to the same extent as the Contractor.
6. The Principal regularly checks the creditworthiness of existing contractors when concluding contracts and in certain cases of legitimate interests. For this purpose, the Principal cooperates with the company Euler Hermes SA, Friedensallee 254, 22763 Hamburg, Germany ("Euler Hermes"), and with the credit agencies Creditreform Arnsberg Steuber KG, Mohnestr. 9, 59755 Arnsberg, Germany ("Creditreform"), and Bisnode Deutschland GmbH,

Robert-Bosch-Straße 11, 64293 Darmstadt, Germany ("Bisnode") from whom the Principal receives the necessary data. For this purpose, the Principal sends the Contractor's name and contact details to Euler Hermes, Creditreform, and Bisnode. You can find the information pursuant to Art. 14 GDPR on the data processing taking place at those companies at:

<https://www.eulerhermes.co.uk/privacy-notice.html>

<https://www.creditreform-arnsberg.de/eu-dsgvo.html>

<https://www.bisnode.de/daten-und-sicherheit/>

The legal basis for the processing is Art. 6 (1) (f) GDPR.

XVII. Force Majeure

Events of force majeure entitle the Principal to defer the fulfillment of its obligations by the duration of the impediment caused by the force majeure as well as by an appropriate start-up period. Any other inevitable events not attributable to the Principal shall be deemed as events of force majeure, in particular measures in terms of monetary policy, trade policy and other sovereign measures, strikes, lock outs, significant interruptions of operations (such as fire, machinery breakage, lack of resources or energy) as well as obstructions of transport routes – which are not only temporary – and which make the fulfillment of the Principal's obligations substantially difficult or impossible. Should the duration of events of force majeure or their equivalents exceed three months, the Principal and the Contractor shall be entitled to rescind the contract. The Principal will inform the Contractor about the beginning and the end of such events as soon as possible.

XVIII. Assignment, Prohibition of Set-Off, Rights of Retention

1. The Contractor is not entitled to assign its claims under the contractual relationship to third parties. This does not apply to monetary claims.
2. In case the Principal can assert payment claims against the Contractor, the Contractor will only be entitled to set off against such claims, if the Contractor's counterclaim is undisputed, established as final and absolute, or if the claim which the Contractor intends to set off is in a reciprocal relationship with the Principal's claim. The foregoing shall apply accordingly to the assertion of rights of retention.

XIX. Export Control and Customs

1. In its business documents, the Contractor shall inform the Principal about any and all possible obligations to obtain a permit for (re-)exports for its goods in accordance with German, European, US-American export and customs regulations as well as with the export and customs regulations of the country of origin of its goods. To this end, the Contractor shall provide the following information at least in its offers, order confirmations and invoices for the relevant items of goods:

For goods, the customs tariff number (HS code) of the country of origin must be indicated. For listed goods, the national export list number and the US export list number must be indicated, should the goods be subject to US re-export regulations. Goods specially designed for military use shall be marked as "specially designed".

Preferential proofs of origin as well as declarations of conformity and conformity markings of the country of origin and/or country of destination must be submitted without request, autonomous certificates of origin (chamber certificates) on request.

In individual cases, the Contractor shall be obliged to make a written declaration of the customs origin for the delivery item using a form provided by the Principal. This declaration must be sent to the Principal at the latest together with the first delivery. The Contractor shall notify the Principal immediately and without request of the origin of new delivery items or of a change of origin. The Contractor shall be liable for any and all disadvantages incurred by the Principal as a result of the improper or delayed submission of the Contractor's declaration. Where necessary, the Contractor shall provide evidence of its information on the origin of the goods by means of an information sheet confirmed by its customs office.

The Contractor is obliged to submit a (long-term) supplier's declaration.

As a matter of principle, on an annual basis, the Contractor receives a set of blank forms "(long-term) supplier's declaration" which the Contractor must complete, sign in a legally binding manner, and submit to the Principal within 14 days after receipt, but at the latest upon delivery.

In case, by way of exception, the Contractor makes the (long-term) supplier's declaration on its own business papers, the procedure must be agreed with the Principal beforehand.

The Contractor shall notify the Principal of any changes of origin without delay in writing.

Upon request, the Contractor shall provide the Principal with an information sheet (INF 4) for the Deliveries, confirmed by customs.

Upon request, the Contractor shall provide the Principal with a certificate of origin, certified by the competent authority. Insofar as further official documents concerning the intended use of the delivery items are required for the import or export of the Deliveries, the Contractor shall procure these documents for the Principal or make these documents available without delay.

2. Upon request by the Principal, the Contractor shall provide the Principal with any and all further foreign trade data on its goods and their components in writing and inform the Principal in writing immediately of any changes to the above data (prior to the delivery of the goods concerned).

XX. Occupational Health and Safety, Environmental Protection, Conflict Resources

1. The Contractor undertakes to comply with the respective legal regulations for dealing with employees, occupational health and safety, environmental protection, in particular the requirements of Regulation (EC) No. 1907/2006 (hereinafter referred to as "REACH Regulation") and other regulations or laws (Ozone Regulation, Battery Act, Packaging Ordinance, etc.). The Principal can request corresponding documents and evidence at any time free of charge. The Contractor is liable in the event of any breach of applicable regulations and must indemnify and hold the Principal harmless from any and all claims by third parties, including authorities.
2. In case the Contractor delivers chemical substances, also in preparation or as an article, in accordance with the REACH Regulation, the Contractor shall inform the Principal of the registration status in accordance with the REACH Regulation or of already known registration numbers at the latest upon delivery of the substances. In addition, the Contractor shall provide the Principal with any and all information on these supplied substances which the Principal needs for REACH-compliant conduct in business transactions.
3. In all other respects, the Contractor shall provide the Principal with up-to-date material safety data sheets, including the UN number for labeling, for any and all dangerous goods to be delivered without being requested to do so.
4. Contractor's Deliveries shall not contain any minerals and metals consisting of tin, tantalum, wolframite, their ores or gold from conflict or high-risk areas within the meaning of Regulation (EU) 2017/821 (hereinafter referred to as "Conflict Resources"). Conflict and high-risk areas are areas of armed conflict or fragile post-conflict situations, as well as areas where governance and security are weak or non-existent, such as failed states, where widespread and systematic violations of international law, including human rights abuses, take place. The Contractor shall take and implement appropriate measures vis-à-vis its suppliers to prohibit the acquisition and use of Conflict Resources (e. g. implementation of supply chain due diligence). In case the Contractor's Deliveries contain any minerals and metals consisting of tin, tantalum, wolframite, their ores and gold, the Contractor shall prove to the Principal that they do not originate from conflict or high-risk areas.

XXI. Place of Performance and Place of Venue

1. The place of performance for the Deliveries to be made by the Contractor (including any subsequent performance) shall be the Place of Delivery specified by the Principal in the contract. Apart from that, the place of performance shall be the registered office of the Principal in Arnsberg, Germany.

2. The exclusive place of jurisdiction for any and all disputes arising out of or in connection with this Terms – regardless of the legal grounds – is the Principal's registered office (Arnsberg, Germany). However, for legal action against the Contractor, the Principal is also entitled to choose the court which is competent for the registered office or for the appropriate subsidiary of the Contractor or any other competent court. The foregoing shall not apply if the statutory law provides for an exclusive place of jurisdiction.
3. The legal relations between the Principal and the Contractor are governed by the laws of the Federal Republic of Germany. The application of the uniform international UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

XXII. Salvatory Clause

Should any of the preceding provisions be or become invalid, the validity of the remaining contractual provisions shall remain unaffected hereof.

Privacy Policy

1. The controller within the meaning of Art. 4 (7) GDPR is Schroth Safety Products GmbH, Im Ohl 14, 59757 Arnsberg, Germany, germany@eu.schroth.com ("Schroth", "Principal") You, in your capacity as Contractor, can contact our Data Protection Officer, Mr. Dirk-Michael Mülöt, Westfalenweg 2, 33449 Langenberg, Germany, at the address above or by mail via sv@muelot-graf.de.
2. Within the scope of initiating, entering into, processing, and handling the contractual relationship and/or any other cooperation, we collect the following information:
 - Title, first name, surname, academic title
 - E-mail addresses
 - Address
 - Telephone number (landline and/or mobile)
 - Fax number
 - Bank details
 - Position in the company

This data is collected for the following purposes:

- Your identification;
- Execution of our contractual relationship;
- Correspondence and communication with you;
- Invoicing;
- Credit assessment;

Handling of any claims and the assertion of any claims against you.

In addition, we process personal data – insofar as required within the scope of the contractual relationship and/or any other cooperation – which we may obtain from publicly accessible sources (e.g. public registers, press, Internet) or which are legitimately transmitted to us by other third parties (e.g. a credit agency).

The data will be processed upon your or our request and is required pursuant to Art. 6 (1) 1st sentence (b) GDPR for the aforementioned purposes of pre-contractual measures, the appropriate execution of the contract, the mutual fulfillment of obligations under the contractual relationship, and the termination of the contractual relationship. In addition, we process personal data to fulfil legal obligations (e.g. record retention obligations under trade and tax law) in compliance with Art. 6 (1) 1st sentence (c) GDPR.

The personal data collected by us for the order will be stored until the contractual relationship is completely processed and thereafter deleted, unless we are obliged under Art. 6 (1) 1st sentence (c) GDPR by reason of tax and commercial law storage and documentation obligations (e.g. based on the German Commercial Code ["HGB"], the German Criminal Code ["StGB"], the German Tax Code ["AO"], or the prevention of money laundering act ["GwG"]) to a longer storage or you have consented to further storage (Art. 6 (1) 1st sentence (a) GDPR).

3. You have a right to information and a right to correct, block, or delete your personal data. Please contact germany@eu.schroth.com or send your request to us by fax or mail.

Furthermore, you have the right to object to the processing of your personal data at any time. You also have the right to lodge a complaint with a supervisory authority about the processing of your personal data by our company.

4. However, we reserve our right to transmit data for a credit assessment. You may withdraw such right at any time.
5. Within Schroth, only the entities in need of certain personal data to fulfil our contractual and legal obligations have access to such data. Insofar as this is necessary for the initiation, entering into, processing and handling of contractual relationships and/or for other cooperation pursuant to Art. 6 (1) 1st sentence (b) GDPR, your personal data will be passed on to third parties. This includes, in particular, the passing on to subcontractors, principals, cooperation partners and their representatives, lawyers and tax consultants, courts and other public authorities, to translators for the purpose of correspondence and for the assertion of claims and/or rights and/or for the defense of rights, and to IT service providers which we use within the scope of order processing. The transmitted data may be used by the third party exclusively for the purposes mentioned. Your personal data will not be transmitted to third parties for purposes other than those listed above.

In addition, we refer to our data privacy statement at <https://www.schroth.com/en/legal-references/data-protection.html>.