

Global Purchasing Contract for [XXXinsert productXXX]

Contract reference: [XXXinsert ref.XXX]

Supplier: [Supplier]
[Supplier Address]
[Supplier Address]
[Supplier Country]

Purchaser: [thyssenkrupp local contract owner]
[Address thyssenkrupp local contract owner]
[Address thyssenkrupp local contract owner]
[Address thyssenkrupp local contract owner]

Supplier and Purchaser referred to hereinafter also together as “**Parties**” and each of them as “**Party**”

1. Preamble

This purchasing contract (the “**Contract**”) contains the final and complete agreement between the Purchaser and the Supplier and no other agreement in any way modifying any of its terms and conditions will be binding, unless agreed upon in writing. Supplier’s general terms and conditions shall not apply even if they are referenced by the Supplier in any quotation, invoice or other document of the Supplier and not explicitly rejected by the Purchaser. There exist no oral or written side agreements.

2. Obligation to supply / individual orders

The Supplier shall be obliged to deliver the Scope of Supply also to the thyssenkrupp companies listed below (referred to as “**Authorized thyssenkrupp Company**”) on the same conditions. The terms and conditions of this Contract shall apply accordingly between the Supplier and the buying Authorized thyssenkrupp Company, save as otherwise agreed, in particular but not limited to, with regard to local or entity specific circumstances. The Purchaser and the Authorized thyssenkrupp Companies shall be entitled but not obliged to place orders with the Supplier in accordance with and with reference to the terms and conditions set out in this Contract. If an Authorized thyssenkrupp Company concludes an individual contract on the basis of this Contract, any reference to Purchaser herein shall refer to such buying Authorized thyssenkrupp Company unless the context requires otherwise.

If an Authorized thyssenkrupp Company wishes to buy **XXproductXX** in accordance with the conditions of this Contract, it shall send its orders directly to the Supplier indicating the respective delivery and invoice addresses and the name of the relevant contact person(s). The contract reference of this Contract for **XXproductXX** shall be stated as a reference in the orders. In such a case all regulations of this Contract shall apply to the individual order. Deviations from this Contract at the expense of the Purchaser in an individual order are only possible if explicit reference is made

to the provision from which the deviation is to be made. Insofar, the deviating agreement in the individual order shall then precede the respective provision in this Contract. Otherwise, the following order of priority shall apply:

In the event of contradictions, the documents mentioned in this Contract shall have the following order of priority:

- a. main body of the Contract (this document)
- b. annexes of the Contract, with the more specific regulation taking precedence
- c. main body of the individual order
- d. annexes of the individual order, with the more specific regulation taking precedence.

Mandatory statutory requirements remain unaffected.

The Supplier prepares upon request of the Purchasing Department of the Purchaser every month a summary of all orders of the thyssenkrupp companies which have been placed in connection with this Contract.

Authorized thyssenkrupp Companies are:

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The Purchaser is entitled to delete or add companies to this list. If it does so, it shall notify the Supplier in writing of the changes. Such changes shall become valid upon notification, unless the Supplier objects within five (5) working days upon receipt of such notification.

3. Scope of Supply

The Supplier undertakes to deliver **XXproductXX** (“**Products**”) to the Purchaser in accordance with each specifications defined within the Annexes. An Authorized thyssenkrupp Company and the Supplier may agree that the terms and conditions of this Contract shall also apply to the purchase of further products.

As part of the Scope of Supply

- the Supplier shall deliver all agreed and/or necessary documents;
- the Supplier shall transfer to Purchaser ownership of all technical documents (also of subcontractors) and other documents needed for sale, manufacture, maintenance and operation of the Products. Said technical documents shall be in the English language and shall be based on the international SI standard system;
- the Supplier shall transfer all rights of use needed for the use of the Products by Purchaser or third parties taking into consideration any patents, supplementary protection certificates, brands, registered designs;
- Purchaser shall have the unconditional authority to carry out or have carried out by third parties repairs and modifications to the Products and the above documents, and also to manufacture spare parts or have them manufactured by third parties.

Title to the Scope of Supply shall pass to Purchaser upon delivery.

4. Changes

The Purchaser is entitled to request subsequent changes to the Scope of Supply, provided said changes are reasonable for the Supplier. The Supplier shall carry out such changes without undue delay. For changes with an effect on costs or delivery dates, appropriate provisions shall be agreed between the Parties.

The Supplier has to substantiate any request for a price increase. If changes result in reduced expenses for the Supplier, prices shall be reduced accordingly.

The Supplier undertakes to make (i) changes to the Scope of Supply, and (ii) changes to the production technology for the Products or materials used, and/or (iii) changes to the place of production of any sub-supplier within the entire supply chain with relevance for Product quality only with the prior written consent of the Purchaser. If the Supplier breaches this obligation, it shall hold harmless and indemnify the Purchaser from all liabilities, costs, losses, claims and expenses (including court and legal costs) incurred as a result of or in connection with this breach.

However, nothing contained in this "Changes" clause shall excuse the Supplier from proceeding without delay in the performance of this Contract as changed.

5. Price

The total price (net) for the aforementioned Scope of Supply is to be calculated based on the relevant annex:

[According Annex 1: Technical and commercial agreement for tkre XX](#)

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6. Pricing

The prices are binding fixed prices as per the relevant annex. They are inclusive of everything Supplier has to do to fulfil his supply obligations. Insofar as VAT or a similar indirect tax becomes due according to local legislation, the Supplier will invoice the VAT in addition to the remuneration and the VAT will be paid by the Purchaser.

7. Delivery

Incoterms (INCOTERMS 2020):

As defined within each Annex

Delivery Date(s):

Delivery dates are agreed separately with Authorized thyssenkrupp Companies

Place of delivery:

According the order of the Authorized thyssenkrupp Companies

Delivery to a place of receipt other than that designated in the order of the Authorized thyssenkrupp Companies shall not constitute transfer of risk to the Purchaser even if said place of receipt accepts

the delivery. Supplier shall bear the additional costs of Purchaser resulting from the delivery being made to an address differing from the agreed place of delivery.

8. Delay in Delivery

The agreed Delivery Dates shall be strictly observed. If Supplier defaults with the performance of his obligations, Purchaser shall be entitled to all rights and remedies provided by law and in equity. If Supplier becomes aware that an agreed Delivery Date cannot be met, he must inform Purchaser in writing without delay, stating the reasons and the expected duration of the delay and any the corrective measures it intends to take.

The unconditional acceptance of the delayed Supplies does not lead to any restriction of Purchaser's legal rights, in particular but not limited to its claims for damages.

Without prejudice to the aforesaid, in the case of a delay in delivery through Supplier's fault, Supplier shall pay Purchaser as liquidated damages an amount of 0,5 % of the purchase price of each working day (Monday – Saturday) of delay or part thereof, up to the maximum amount of 5 %. Irrespective of Purchaser's right to claim liquidated damages, Purchaser's right to assert additional damages shall remain unaffected.

9. Execution, Sub-suppliers, Assignment

Only subject to prior written consent of Purchaser, the Supplier shall be entitled to assign sub-tasks under the Contract in whole or in part at its own expense and on its own behalf to third parties. The Supplier is obligated to name his sub-suppliers for acceptance by the Purchaser, whereas lack of response by Purchaser within reasonable period of time shall be deemed rejection of the request. In assigning sub-tasks to approved third parties (particularly sub-suppliers) the Supplier shall ensure that the Purchaser is not placed in a worse position as if the Purchaser had completed the work itself, in particular Supplier shall ensure that the third parties are bound to obligations not less stringent than those contemplated under this Contract, such as secrecy and compliance as per clauses 14 and 15 of this Contract. Purchaser shall accept full liability for breaches of duty by third parties working on its behalf.

The Supplier shall not be entitled to assign this Contract as a whole or his contractual claims vis-à-vis Purchaser under this Contract or under any order concluded thereunder to third parties or permit third parties to collect the same.

10. Payment

Terms and conditions of payment:

tkre XX: xx days with x% discount

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The invoice shall be settled according to above mentioned payment terms, provided that the Supplier has properly performed its contractual obligations and the invoice has correctly been prepared and submitted.

In the case of defective or missing deliveries, the Purchaser shall be entitled to withhold payment on a pro rata basis until the delivery is duly fulfilled.

Each Party shall be responsible for meeting its own national tax obligations in respect of this Contract. The price mentioned in within the Annexes does not include Value-Added-Tax (VAT) or any other similar indirect tax, if applicable. Thus, if VAT or any other similar indirect tax becomes due, it will be added to the price as mentioned within the Annexes.

An invoice issued in accordance with the applicable tax laws is a prerequisite for payment.

The Supplier has to exclusively send the invoice (two-fold) to each buying Authorized thyssenkrupp Company. Any early delivery shall not affect the payment period tied to the agreed Delivery Date.

Payment shall not be deemed as an acceptance of the defect-free quality of the products or shall otherwise constitute a waiver of any rights of the Purchaser.

11. Term and Termination

The Contract shall enter into force on being signed by the Parties and be valid for an indefinite period unless agreed in writing to the contrary.

In addition to his rights to terminate the Contract and any order concluded under this Contract provided by law the Purchaser may terminate this Contract or any order concluded under it in the following cases at any time in his unfettered discretion:

1. Even if the Contract or any order concluded under it is not a work and services but a sale contract, the Purchaser is entitled to terminate same in full or in part. In this case, the Purchaser is obligated to pay for all Products completed up to then and make appropriate payment for material procured and work performed up to then. Further claims of Supplier, in particular but not limited to claims for loss of profit, are excluded.
2. The Purchaser is also entitled to terminate the Contract and any order concluded under it if court insolvency proceedings are instigated in respect of the assets of the Supplier or the Supplier ceases payment. The same shall apply if the Supplier does not meet the claims of his sub-suppliers. The Purchaser has the right to acquire from the Supplier material and/or semi-finished products including any special equipment on reasonable terms and conditions.

The preceding provisions shall not affect the right of each Party to terminate the Contract or any order concluded under it without notice for good cause. A good cause for termination is any circumstance or event which would – after due consideration of all circumstances – make it unacceptable for a Party to continue the Contract, such as the continued non-fulfilment of key contractual obligations by a Party despite issuance of a due warning (unless the circumstances justify a direct termination). For such a termination, the notice must be sent within a reasonable period of time after becoming aware of the reason for termination. For the avoidance of doubt, a breach of Supplier's obligations in clauses 13 - 15 of this Contract shall always be regarded as a

a good cause for termination by Purchaser.

12. Warranty

- 12.1 The Purchaser shall not be obliged to perform any incoming goods inspection that goes beyond the extent described below: In consideration of Supplier's inspection obligations pursuant to article 12.2, the Purchaser needs to inspect the Products only as regards their identity (on the basis of the information provided in the delivery note), the number of units delivered and any transport damage which is clearly visibly externally on the transport packaging, without performing any individual checks. The Purchaser shall notify the Supplier without undue delay of any defects identified during this limited receiving inspection or during the normal course of business. To this extent the Supplier hereby waives all objections relating to commercial obligations (if any) to inspect and submit notification of defects.
- 12.2 The Supplier warrants and undertakes that the Products
- (i) conform to the contractual specifications, and will be free from defects in material, workmanship and design or engineering related to the Products and their application, and are new and unused;
 - (ii) will be suitable for the purpose known to him and free from defects of title and are not encumbered with lien or other rights of third parties;
 - (iii) will be inspected and checked before delivery and, as regards safety, will correspond to the state of science and technology at the time of delivery;
 - (iv) comply with the provisions of the law and the existing regulations and guidelines (as amended from time to time) concerning design, safety, health and environment as well as fire protection;
 - (v) will be designed so that life and health will not be at risk during the intended use (if due diligence is applied).
- Finally, the Supplier represents and warrants that it possesses the necessary professional skill, care, diligence, knowledge, experience and capability to execute and perform its contractual obligations.
- 12.3 The limitation period for defects is five (5) years for Wind Energy and Off Shore parts and two (2) years for all other products; longer statutory limitation periods shall remain unaffected by this. The limitation period shall begin with the complete delivery or, if acceptance testing is agreed, on successful acceptance.

Without prejudice to Purchaser's rights and remedies at law or in equity for apparent and hidden defects, if a defect is discovered, the Supplier shall be given an opportunity for supplementary performance (removal of the defect or replacement delivery). If supplementary performance is impossible for the Supplier or unreasonable for the Purchaser, e.g. for operational reasons (particularly if the defect is discovered after the installation or delivery, or in the field), or if the Supplier's supplementary performance is delayed, the Purchaser may (i) remove the defect at the Supplier's risk and expense, or (ii) have it removed by a third party at the Supplier's expense or (iii) withdraw from the order in this respect and return the Products at the Supplier's risk and expense. All costs of remedying defects or supplying or performing replacements, including all incidental costs (e.g. freight) shall be borne by Supplier. For newly supplied or repaired parts, the period of

- limitation starts anew commencing from the date that such remedial work is accepted by the Purchaser as being satisfactorily completed, unless the Supplier has eliminated the defect expressly and rightfully out of goodwill. In the event of withdrawal, the Supplier shall bear the costs of removal and return freight and, where applicable, take care of necessary disposal and the costs of such disposal.
- 12.4 If the same Product is delivered in a defective condition repeatedly, the Purchaser shall, after a written warning, be entitled to withdraw from the order after another defective delivery, even for the portion of the scope of supply which has not been performed yet.
- 12.5 Apart from the aforesaid, the Supplier undertakes to compensate the Purchaser for all costs, damage and/or losses incurred/suffered by the Purchaser or its customers due to the delivery of defective Products, including, but not limited to:
- costs for the determination of defects and for inspections
 - costs of sorting out defective parts
 - costs of disassembling and reassembling products of the Purchaser
 - failure and disassembly costs in the case of returns from the field
 - handling costs
 - costs of the customer of the Purchaser
- 12.6 If claims are made against the Purchaser according to principles of product liability law, the Supplier shall indemnify the Purchaser insofar as the claims are caused by the Products. In case of a recall campaign involving the Products the Supplier shall hold harmless and indemnify the Purchaser from all liabilities, costs, losses, claims and expenses (including court and legal costs) incurred as a result of or in connection with this recall. For measures taken to avert damage (e.g. customer service activities) and other field activities, the Supplier shall be liable insofar as such measures are due to a Product being defective or due to any other breach of duty by the Supplier. Both Parties shall cooperate in order to defend against any and all claims.
- 12.7 In the event of defects of title, Supplier shall hold and indemnify the Purchaser from all liabilities, costs, losses, claims and expenses (including court and legal costs) incurred as a result of or in connection with any claims of third parties.
- 12.8 The rights afforded to the Purchaser by this Article 12 are not exclusive of but in addition to Purchaser's rights at law or in equity.

13. Official regulations / general requirements

The Supplier and the Supply must comply with all applicable laws and regulations at the place of manufacture, delivery and use.

All necessary safety equipment required to comply with the applicable safety-related requirements must also be supplied and are included in the price. The Supplier is obliged to show possible hazards and harmful effects from the Products as soon as possible and also provide information concerning a proper disposal. The Supplier shall hold harmless and indemnify the Purchaser from all liabilities, costs, losses, claims and expenses (including court and legal costs) incurred as a result of or in connection with any violation of this obligation to provide information. The Supplier must fulfil all specifications and measures resulting from the REACH directive for all materials,

prepared materials and products supplied to Purchaser.

The Supply must furthermore comply with the legal regulations in terms of environmental protection and correspond with any orders made in this connection. In case the Supplier breaches any of the aforementioned points the Purchaser may refuse acceptance of the Products and/or terminate the respective order.

14. Compliance with directives / Supplier Code of Conduct

The Purchaser wishes to emphasize that it conducts its manufacturing operations and working arrangements in accordance with the directives of ISO 9001 (quality), ISO14001/EMAS (environment), ISO45001 (occupational safety and health regulations) and EN ISO50001 (energy) and health & safety provisions, and that it expects the Supplier and his subcontractors to conduct his manufacturing operations and working arrangements in accordance and in compliance with the applicable environmental and health & safety provisions.

The Supplier by his signature of the present Contract acknowledges the current (<https://www.thyssenkrupp-rotheerde.com/en/downloads/procurement>) thyssenkrupp Supplier Code of Conduct (or a Code of Conduct from the Supplier that has been acknowledged by thyssenkrupp Legal and Compliance as an equivalent alternative to the thyssenkrupp Supplier Code of Conduct), whereas Supplier shall, at any time, comply with its stipulations (as it may be amended from time to time). If there are suspicions that the principles and requirements under the thyssenkrupp Supplier Code of Conduct (or the Code of Conduct from the Supplier that has been acknowledged by thyssenkrupp Legal and Compliance) are not observed by the Supplier or within the Supplier's own supply chain, Purchaser reserves the right to demand a statement (if necessary also in the form of additional questionnaires or evidentiary information) concerning the alleged violations from the Supplier, who must make relevant information available within a reasonable time. In justified cases where action is required, the Supplier shall permit to commission Purchaser or a contracted service provider to implement an improvement measure. Alternatively, the Supplier may furnish evidence demonstrating that a comparable measure has already been implemented in the past twelve (12) months.

Failure by Supplier to comply in any material respect or repeatedly with the aforementioned stipulations entitle Purchaser to terminate the Contract with immediate effect.

In case of such termination of the Contract Purchaser is entitled to compensation and/or damages and Purchaser may require the Work, including any corresponding documentation, to be delivered in its existing condition at the time of termination against payment of a proportional share of the contract price corresponding to the state of the deliverables. Purchaser shall furthermore be entitled to replace Supplier and to take over from Supplier rights, materials and other items necessary for completion of the deliverables by third parties.

15. Prohibition of advertising/secretcy/intellectual property rights

If the Supplier wishes to use the cooperation, Purchaser's inquiries, purchase orders and related correspondence as well as the fact that the Parties have concluded this Contract for advertising

purposes, he needs Purchaser's express prior written consent. Press releases of Supplier concerning the cooperation shall be coordinated with the Purchaser prior to their publication.

Supplier shall maintain secrecy vis-à-vis third parties in respect of all processes, operational events, facilities, plants, documents etc. of Purchaser or those of his customers that become known to Supplier in connection with his activities for Purchaser and shall refrain from exploiting said knowledge in any other way than performing its obligations under this Contract. Supplier shall impose corresponding obligations on all persons working for him including his agents and sub-suppliers. The confidentiality obligation shall continue in perpetuity, irrespective of the duration, lapse or termination of this Contract.

To the extent needed by the Supplier to perform its obligations under the Contract or an order under it the Supplier is granted a non-exclusive, non-transferable right of use (and sublicensable only with the consent of Purchaser) for any intellectual property rights of the Purchaser whether such rights are manifested in the Products or required for the production and supply of the Products (for the avoidance of doubt, the Supplier may not use such intellectual property rights for the production and/or supply of any goods or services to any third party).

Notwithstanding the foregoing, the Supplier shall not be entitled to utilize the thyssenkrupp logo (word and word/figurative trademark) in any shape or form unless the Supplier has concluded a valid permission to use agreement with thyssenkrupp AG. For any individual case in which Supplier wishes to use thyssenkrupp AG, its group companies or the Purchaser as a reference, the Supplier shall be obliged to obtain the explicit prior written approval of the Purchaser.

16. Liability

The Supplier is, in the scope of the applicable law and/or equity, liable for all damages to persons, property or financial losses caused by the Supplier or by any person employed by Supplier in performing an obligation in connection with this Contract or any order concluded under it.

The Supplier shall hold harmless and indemnify the Purchaser from all liabilities, costs, losses, claims and expenses (including court and legal costs) incurred as a result of or in connection with any claim of a third party raised against the Purchaser for damages or other liabilities due to the Products.

The indemnification is not limited to claims due to defective work, but encompasses every conceivable violation, e.g. also the non-compliance with regulations and laws by the Supplier, that would result in a regulatory claim against the Purchaser. The indemnification also protects the Purchaser against unjustified claims by third parties. In the event that the Purchaser is held accountable and the Supplier refuses the indemnification, the Purchaser has the right to compensate the third party at the expense of the Supplier.

17. Applicable law, place of jurisdiction and written form clause

The substantive national law of the buying Authorized thyssenkrupp Company shall apply to the exclusion of the conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction is the place of the buying Authorized thyssenkrupp Company.

Any modification, change or addition to this Contract must be made in writing in order to be effective. This shall also apply to the amendment or supplementing of this written form clause, as well as to the cancellation of the Contract.

18. Severability clause

In the event of any part of this Contract being or becoming null and void, this shall not affect the remaining provisions. The parties already undertake at this stage to replace any provision which is legally invalid by a provision which is as close as possible to the commercial intention of the Parties, without being invalid for its part. This also applies to loopholes in the Contract.

(Place / Date)

(Place / Date)

(Supplier)

(Purchaser)