



# GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND SERVICE NATIONAL

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### 1. **Scope of Application**

Any sales, deliveries and other services of BITZER SE, BITZER Kühlmaschinenbau GmbH, BITZER Kühlmaschinenbau Schkeuditz GmbH and Armaturenwerk Altenburg GmbH (hereinafter individually referred to as 'BITZER') are exclusively based on these General Terms and Conditions of Sale, Delivery and Service – National (hereinafter referred to as 'General Terms and Conditions of Sale – National' or 'GTCS-N'), which the Ordering Party acknowledges and accepts by placing the order or by accepting the delivery or service (the Ordering Party and BITZER are hereinafter also referred to as 'Party' and collectively as 'Parties'). These GTCS-N are an integral part of all contracts that BITZER concludes with the Ordering Party with respect to sales, deliveries of goods and/or the provision of services offered by BITZER (all hereinafter collectively or individually referred to as 'Deliveries'). The Deliveries are intended only for Purchasers who use them in the course of their commercial and/or self-employed business and expressly not for consumers within the meaning of Section 13 of the German Civil Code (Bürgerliches Gesetzbuch, 'BGB'). Accordingly, contracts are not concluded with consumers and those that serve consumer contracts covered by the scope of Subparagraph 1 (Consumer Contracts on Digital Products) of Point 2a, (Contracts on Digital Products) of the BGB pursuant to Sections 327 and 327a of the BGB. These GTCS-N shall also apply to any future business transactions with the Ordering Party, even if they are not explicitly agreed upon or referred to as contractual basis again. The application of any deviating or additional terms and conditions of the Ordering Party or any third party is excluded even if BITZER does not explicitly reject them. Even if BITZER refers to a letter containing terms and conditions of the Ordering



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Party or a third party or any reference thereto, this shall not be construed as an acknowledgement of the applicability of such terms and conditions.

## 2. Conclusion of Contract

- 2.1. Product and service presentations of BITZER, including those at trade fairs, including virtual ones, in catalogues, including electronic ones, in price lists, on BITZER websites, in the myBITZERshop, on other e-commerce offerings of BITZER or elsewhere on the internet shall not constitute a binding offer to enter into an agreement. They shall only be regarded as a non-binding invitation to make an offer to order services. In response to such an invitation, the Ordering Party may submit a binding offer to enter into a contract (Section 145 BGB). Notices of receipt sent by BITZER, for example using emails generated automatically, only acknowledge the receipt of such an offer and shall not be regarded as acknowledgement or acceptance of such an offer.
- 2.2. If an order of the Ordering Party can be regarded as a binding offer pursuant to Section 145 BGB, BITZER may accept such an offer within two weeks after receipt.
- 2.3. The offers submitted by BITZER are non-binding and subject to change.
- 2.4. The Ordering Party undertakes to notify BITZER of all relevant specifications, properties, features and performance characteristics of the Deliveries, its application and the planned site/deployment location prior to conclusion of the contract. In this regard, the Ordering Party is responsible for ensuring that the Deliveries exhibit the Ordering Party's desired specifications and that they satisfy the requirements of the system (as a whole) into which the Deliveries may be incorporated. If the Ordering Party fails to meet this obligation, Deliveries will be delivered that are designed for customary use.

BITZER reserves the right to make any necessary changes and improvements but is under no obligation to do so.

- 2.5. A contract shall be concluded only when BITZER expressly confirms the offer in writing, by fax, by email or in other electronic form and shall be based exclusively on the contents of the order confirmation and these GTCS-N. Any oral agreements or commitments must be confirmed by BITZER in writing in order to become effective.

If the Deliveries in question are a repair, the Ordering Party undertakes to provide BITZER with a detailed history of the object being repaired and a description of the defect in text form.

- 2.6. The legal relationship between BITZER and the Ordering Party shall be governed solely by the express order confirmation and these GTCS-N. They reflect the entire agreement between the Parties with respect to the Deliveries. Unless otherwise expressly agreed upon by the Parties, services shall mean the provision of services in accordance with the statutory provisions on service contracts (Section 611 et seq. BGB), only.



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BITZER is entitled to perform the Deliveries itself or through third parties.

Any oral commitments made by BITZER before the conclusion of the contract shall not be legally binding. Any oral agreements between the Parties shall be substituted by the written contract, unless it is explicitly confirmed therein that they shall continue to be effective and legally binding. Any amendments or modifications to agreements entered into, including the order confirmation and these GTCS-N, must be made in writing in order to be effective. Except for managing directors and persons having full power of attorney, the Employees\* of BITZER shall not be authorised to enter into any deviating oral agreements. The requirement of written form shall also be deemed as fulfilled by sending a fax or an email; whilst in the event of transmission by email, the statement contained therein shall only be valid if the sender adds their name and signs the electronic document with a qualified electronic signature according to the German Trust Services Act (Vertrauensdienstegesetz, 'VDG'). In respect of a contract, each Party must sign an identical document with a qualified electronic signature.

- 2.7. Any details provided by BITZER regarding the Deliveries (e.g. weight, dimensions, performance, output, utility values, capacity, tolerances and technical data) as well as the presentation thereof (e.g. drawings and illustrations) shall have only approximate validity unless an exact correspondence of data and values is required for the usability of the Deliveries for the contractually agreed purpose, if any. They neither represent any guaranteed qualities nor characteristics but are only descriptions of the Deliveries. Deviations that are customary in trade or that are due to legal provisions or deviations that represent technical improvements as well as the replacement of components by equivalent parts shall be admissible as far as the use for the contractually agreed purpose is not impaired thereby.
- 2.8. BITZER reserves all rights, especially rights of title and copyrights, relating to offer and sale documents (particularly calculations, illustrations, drawings and details of weights and dimensions) and samples. These may only be disclosed to third parties with the prior written permission of BITZER and must be returned to BITZER immediately upon request.
- 2.9. The performance of the contract on the part of BITZER is subject to the proviso that there are no national or international provisions of foreign trade law and no embargoes (and/or any other sanctions) opposing such performance.
- 2.10. In connection with Deliveries from BITZER, the Ordering Party agrees to refrain from the following business transactions in all circumstances:
  - 2.10.1. business transactions with persons, organisations or institutions which are included in a sanction list pursuant to EU regulations or US export rules;
  - 2.10.2. business transactions with embargoed countries;

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\* Please note that for the purpose of this GTCS-N, a reference to any particular gender is meant as and implies a reference to all genders. Thus, when the grammatical subject 'employee' is singular, the pronoun 'they' or 'their' is used in its singular form and meaning to show that we are referring to someone of an unknown or unspecified gender.



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2.10.3. business transactions for which the required approvals have not been granted;

2.10.4. business transactions which could be made in connection with NBC weapons or for a military end use.

2.11. Any serious contravention or repeated contraventions against the contract and/or these GTCS- N shall be a reason for an immediate termination or another form of cancellation of the contractual relationship.

### **3. Delivery Type, Delivery Dates and Deadlines**

3.1. The place of performance for the Deliveries is the registered office of BITZER unless the Parties have expressly agreed upon a different place of performance.

3.2. Dates and deadlines for the Deliveries shall only be binding if BITZER has confirmed them in writing and if the Ordering Party has made available to BITZER in good time any and all information, documents, associated services and supplies necessary for execution of the Deliveries, has issued any and all necessary approvals and has made any contractually agreed down payments. The defence of non-performance of contract is reserved. The agreed deadlines shall start with the date of the order confirmation. In the event of any subsequent additional orders or an extension of the order, the deadlines shall be extended accordingly. If shipment has been agreed, the delivery deadlines shall refer to the date when the Deliveries are handed over to the forwarding company, carrier or any other party charged with transportation. BITZER, without prejudice to its rights arising from a default of the Ordering Party, may request an extension or postponement of the delivery deadlines by the period of time during which the Ordering Party fails to comply with its contractual obligations vis-à-vis BITZER.

3.3. Any unforeseen and unavoidable events beyond the scope of influence of BITZER and for which BITZER cannot be made responsible, such as force majeure, mobilisation, war, civil commotion, uprising, revolution, embargos, natural disasters directives issued by public authorities, operational disorders of any kind, difficulties with the procurement of material and energy, delays in transportation, lack of labour, energy or raw materials, incorrect or delayed deliveries from suppliers, labour disputes and/or legal lockout strikes, pandemics, pandemic prevention measures, serious fire, floods, typhoons or earthquakes shall release BITZER from its obligation to provide timely delivery or services for the duration of the event concerned. Agreed deadlines shall be extended for as long as the event lasts; the Ordering Party shall be informed appropriately about the occurrence of the event. If the end of the disturbance is not foreseeable or if the event lasts for more than three months, each Party shall be entitled to withdraw from the contract.

3.4. If the Deliveries from BITZER are delayed, the Ordering Party shall be entitled to cancellation only if BITZER is responsible for the delay and if an adequate period of time set by the Ordering Party for the fulfilment of the Deliveries has lapsed without success.



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- 3.5. If the Ordering Party is in default with the acceptance of the Deliveries or if it culpably violates any other obligations to cooperate, BITZER, subject to the provisions of Section 4.3., shall be entitled to store the delivery appropriately at the risk and costs of the Ordering Party and to claim further additional expenditures from the Ordering Party. Further claims remain reserved. If previously mentioned conditions apply, the risk of accidental loss or accidental deterioration of the Deliveries shall pass to the Ordering Party at the time the Ordering Party is in default of acceptance. Without prejudice to its other rights, BITZER shall be entitled to cancellation if a reasonable grace period granted to the Ordering Party for the acceptance of the Deliveries has lapsed without success.
- 3.6. BITZER shall be entitled to provide partial Deliveries if the partial Deliveries can be used by the Ordering Party in the framework of the contractually agreed purpose, the delivery of the remaining Deliveries is safeguarded, and no significant additional work or expenses arise for the Ordering Party as a result of the partial Deliveries. BITZER may remedy the objection of additional costs by bearing such costs.

### **4. Packaging, Shipping, Transfer of Risk, Storage, Insurance, Disposal of Packaging**

- 4.1. As far as the Ordering Party has given no directives, it shall be within the reasonable discretion of BITZER to dispatch the agreed Deliveries by adequate means of transportation and in standard packaging.
- 4.2. The risk shall pass to the Ordering Party at the latest when the Deliveries are handed over to the transportation or forwarding company, the carrier or any other third party responsible for executing the transportation or to the Ordering Party itself, with the start of the loading process being definitive in this regard. This shall apply even when partial Deliveries are made or when BITZER has agreed to carry out additional Deliveries (e.g. shipping or installation). When the handing over or shipping of the Deliveries is delayed due to reasons for which the Ordering Party is responsible, the risk shall pass to the Ordering Party on the day when a ready-for-dispatch note regarding the Deliveries has been issued.
- 4.3. The costs for storing after the risk has passed to the Ordering Party shall be borne by the Ordering Party. In the event of storage by BITZER, the storage costs shall be 0.25% (zero point twenty five percent) of the invoice amount for the Deliveries to be stored per each elapsed week.
- 4.4. BITZER shall insure the Deliveries against theft, breakage, fire and water damage or any other insurable risks only upon the explicit request of the Ordering Party and at the latter's costs.
- 4.5. In accordance with Section 15., paragraph 1, sentence 4 of the German Packaging Act (Verpackungsgesetz – 'VerpackG'), the Parties agree, in deviation from Section 15. first paragraph, sentences 2 and 3 of the VerpackG, that the Purchaser shall be obliged to properly dispose of the packaging received from BITZER within the meaning of Section 15., paragraph 1, sentence 1, number 1-4 of the VerpackG, in compliance with the waste management requirements, and to bear the costs of such disposal. In the event that the Parties have



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expressly agreed in an individual case that the proper disposal of the packaging shall be carried out by BITZER, the Purchaser shall be obliged to transport the packaging back to the place where the delivery was packaged by BITZER or to have it transported back to such place and to bear the costs associated with such transport.

## 5. Prices, Terms of Payment

- 5.1. If the Ordering Party and BITZER have not agreed upon a specific price for the Deliveries, the price is based on the price list of BITZER valid at the time of conclusion of the contract or, if such a price cannot be taken or derived from the price list, the tariff remuneration is deemed to be agreed if a tariff exists and, if no tariff exists, the usual remuneration is deemed to be agreed (cf. Section 612 BGB).
- 5.2. In respect of Deliveries, all BITZER prices are ex-works, including the costs for standard packaging and excluding any costs for special packaging, customs duties, travel/visa/accommodation costs and other travel-related expenses. Any additional and special services, including overtime, night work and work at weekends/on public holidays, will be invoiced separately. Travelling time will be charged as working time.
- 5.3. In the event of Deliveries whose net order value (price excluding forwarding expenses, VAT, customs, etc.) is below €100.00 (one hundred euros), BITZER is entitled to a small order handling fee of €58.00 (fifty eight euros).
- 5.4. In the event of Deliveries whose net order value is at least €100.00 (one hundred euros) being divided, at the request of the Ordering Party, into separate partial deliveries, BITZER is, due to extra processing expenses, entitled to a handling fee of €58.00 (fifty eight euros) for each separate partial delivery with a net order value of below €100.00 (one hundred euros).
- 5.5. The full amount of all invoices or any equivalent payment schedules shall be due for payment immediately after receipt. A prompt payment discount may only be deducted upon respective written agreement between the Ordering Party and BITZER. In the event of non-payment, the Ordering Party shall, however, be in default 30 (thirty) days after the due date and receipt of the invoice or equivalent payment schedule at the latest without any further notice or reminder from BITZER being required if the calendar date for payment is not defined or definable in/from an individual contract or on the invoice or equivalent payment schedule.
- 5.6. In the event of default in payment, BITZER shall be entitled to charge the applicable statutory default interest rate, which is currently 9 (nine) percentage points per annum above the applicable base interest rate of the European Central Bank, and a lump sum fee of €40.00 (forty euros). The right to claim any further damage due to delay shall remain unaffected.
- 5.7. Drafts, bills of exchange and cheques shall only be accepted as payment if this has been agreed separately and without any costs or fees for BITZER; they shall be considered as payment only after they have been honoured or cashed.



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- 5.8. The Ordering Party shall only be entitled to offset any amounts if the claims on both sides are due and if the counterclaim of the Ordering Party is undisputed or has been established in court as final and conclusive.
- 5.9. The Ordering Party shall only be entitled to withhold any payments if its counterclaim is based on the same contract and is undisputed or has been established in court as final and conclusive.
- 5.10. If, after the conclusion of the contract, BITZER recognises that there is a risk that the Ordering Party might not be able to perform, BITZER shall be entitled to provide any outstanding Products and Services only against advance payment or security. If the advance payments or the securities have not been provided even after an adequate grace period granted for performance has elapsed, BITZER shall be entitled to withdraw, entirely or partially, from individual or all contracts concerned. The right of BITZER to assert further claims remains unaffected.

### **6. Contractual Conformity, Agreement on Quality without Guarantee**

- 6.1. The rights of the Ordering Party in the event of defects in the Deliveries shall be governed by the statutory provisions, unless otherwise provided in this Section 6. and in Section 7.
- 6.2. If the provision of the Deliveries to the Ordering Party is subject to the statutory provisions on the sale of goods pursuant to Section 433 et seq. BGB, the Deliveries are free of defects if, at the time of the passing of the risk, they comply with the agreements of the Parties regarding the quality (i.e. the specific agreements made in writing regarding type, quantity, quality, functionality, compatibility, interoperability), are fit for any particular purposes contractually required by the Parties, if any, and contain the agreed scope of delivery (including accessories and instructions), if any. There are no further requirements for the Deliveries. Only if the Parties have not agreed on any requirements for the Deliveries, the existence of a defect shall be assessed in accordance with the objective requirements pursuant to Section 434 (3) BGB. In the case of Deliveries with digital elements, BITZER shall only be obligated to provide an update of the digital elements if the Parties have expressly agreed this in writing.
- 6.3. In the case of the provision of the Deliveries, which are not subject to the statutory provisions for the sale of goods pursuant to Section 433 et seq. BGB, BITZER warrants that the Deliveries have the agreed quality at the date of the transfer of risk; the agreed quality shall be based exclusively on the concrete agreements concluded in writing between the Ordering Party and BITZER with respect to the properties, features and characteristics of the Deliveries.
- 6.4. It is neither the intention of BITZER, nor is the contract between the Ordering Party and BITZER designed in such a way that BITZER assumes any additional commitment (guarantee) regarding the quality or the duration of the Deliveries beyond the agreement on quality as defined in Section 6.2. and Section 6.3.
- 6.5. Pursuant to Section 6.4., any data contained in catalogues, price lists (including in electronic form) and any other information material provided to the Ordering Party by BITZER shall in no



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way be deemed to represent any kind of guarantee for particular properties or duration of the Deliveries or the suitability of the Deliveries for a particular purpose.

## 7. Warranty, Obligation to Inspect

- 7.1. In accordance with the provisions set forth below in this Section 7., BITZER shall provide warranty for any defects of the Deliveries. Warranty shall not apply if the Ordering Party modifies the Deliveries or has it modified by a third party without the consent of BITZER, thereby making the remedy of defects impossible or complicating it in an unacceptable way. Whatever the circumstances, the Ordering Party shall bear the additional costs for the remedy of defects resulting from the modification.
- 7.2. The Ordering Party may claim warranty rights only if it has inspected the Deliveries without undue delay upon delivery and reported any defects in writing to BITZER without delay, but no later than two weeks after handover. Any hidden defects must be reported to BITZER in writing as soon as they have been detected. In the event of any damage to the packaging, e.g. to the cardboard box or protective film, the Ordering Party must record this on the transport paperwork of the transport company, forwarder, carrier or other third party responsible for executing transportation. Notwithstanding the above duty, the Ordering Party shall inspect raw materials and other Deliveries intended for installation or other further processing immediately prior to their further processing.
- 7.3. In the event of any notice of defects, BITZER shall be entitled to inspect and examine the Deliveries which are the subject of the complaint. The Ordering Party shall grant to BITZER the necessary period of time and opportunity for this purpose. BITZER shall also be entitled to request that the Ordering Party return the Deliveries subject to complaint to BITZER at the costs of BITZER. The return must be within two weeks of notice of defect. If a notice of defect by the Ordering Party turns out to be unjustified or the Ordering Party has not realized this prior to the notification of the defect or has not realised it in a negligent manner, the Ordering Party shall be obligated to reimburse all expenses incurred by BITZER in this regard, e.g. inspection costs, wages, travel expenses, installation costs and shipping costs.
- 7.4. Defects for which BITZER has to provide warranty shall be remedied by BITZER, at its own discretion, either by repairing the defect without any costs for the Ordering Party, by providing a part free from defects or by replacing the entire delivery item (supplementary performance).
- 7.5. The Ordering Party shall grant to BITZER the necessary period of time and opportunity for the repair or the replacement delivery. Only in urgent cases where operational safety is at risk or to prevent disproportionately high damage or where BITZER is in default with remedying the defect shall the Ordering Party be entitled to remedy the defect itself or have it remedied by a third party once BITZER has in advance been notified without delay and to request the reimbursement of all necessary and proven costs from BITZER, unless the Ordering Party is responsible for bearing the costs in accordance with the final sentence of Section 7.3.





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- 7.6. If BITZER replaces parts in the context of supplementary performance pursuant to Section 7.4., any replaced parts must be returned. BITZER shall be entitled to take back any defective delivery items against reimbursement even outside the warranty period.
- 7.7. BITZER shall not assume any warranty for damage caused by inadequate or inappropriate use, unsuitable operating materials (in particular oils not approved by BITZER), incorrect assembly, incorrect commissioning or incorrect installation by the Ordering Party or a third party or due to natural wear and tear insofar as BITZER is not responsible for the damage.
- 7.8. The expenses for material, shipment, transport, handling and labour required for the purpose of supplementary performance shall be borne by BITZER except for the additional costs arising due to the fact that the Deliveries are at a place other than the place of delivery or place of intended use. Provided that the supply of the Deliveries to the Ordering Party is subject to the statutory provisions for purchase contracts according to Section 433 et seq. BGB and to the extent the disassembly of the defective Deliveries and the assembly of the repaired or replaced Deliveries are required for the purpose of supplementary performance, BITZER is entitled, at its discretion, to either carry out the disassembly and assembly itself or to leave this to the Ordering Party. In the latter case, the Ordering Party shall, first of all, submit to BITZER for review an offer for the disassembly and assembly carried out by itself or a third party; the Ordering Party is obliged to keep the costs as low as possible and, if possible, to use its own manpower at its own expense. If the disassembly and assembly are carried out by the Ordering Party, BITZER shall only reimburse the proven and required costs. BITZER is not obliged to carry out the disassembly and assembly and/or to bear the respective costs if and to the extent that the costs incurred in this respect bear no proportion to the seriousness of the defect and the purchase price of the Deliveries. This must regularly be assumed if the costs for the disassembly and assembly amount to more than 30% (thirty percent) of the Deliveries' purchase price. The Ordering Party is obliged to provide BITZER with all information required for the disassembly and assembly and to enable BITZER to inspect and review the rejected Deliveries on-site.
- 7.9. If BITZER has not carried out the supplementary performance within a grace period set by the Ordering Party if the supplementary performance fails, if it is unacceptable for the Ordering Party or is refused by BITZER in accordance with Section 439 (4) BGB or Section 635 (3) BGB, the Ordering Party, at its discretion, may reduce the purchase price or if the defect is substantial, rescind from the contract, or claim damages in lieu of performance. As an alternative to damages in lieu of performance, the Ordering Party may claim reimbursement of its futile expenses. The right of the Ordering Party to claim damages in addition to performance in accordance with the statutory provisions shall remain unaffected. All claims for damages of the Ordering Party are limited in accordance with Section 8.
- 7.10. The period of limitation for any warranty claims starts on the date of delivery at the Ordering Party's premises or, if acceptance is required, with acceptance.
- 7.11. Regarding new delivery items, the period of limitation for a warranty claim shall be one year. This period shall not apply (i) to the Ordering Party's rights in case of defects concealed in bad faith or caused intentionally by BITZER, (ii) if and to the extent that BITZER has assumed a



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guarantee, (iii) to damage claims of the Ordering Party due to culpable damage to life, body or health caused by BITZER, (iv) to damage claims of the Ordering Party due to any damage caused by BITZER intentionally or by gross negligence, as well as (v) to claims under the German Product Liability Act or in case of other mandatory statutory liability provisions.

- 7.12. The Ordering Party is not entitled to recourse against BITZER pursuant to Section 445a (1) and (3) BGB for reimbursement of expenses which the Ordering Party had to bear in relation to its customer due to the defectiveness of the Deliveries. The Ordering Party may claim damages for such expenses from BITZER only within the scope of the claim for damages under Section 7.9., provided that the prerequisites for such a claim are fulfilled. The situation is different only if the Deliveries are sold by the Ordering Party or a subsequent customer in the delivery chain to a consumer within the meaning of Section 13 BGB. In this case, the Ordering Party may claim reimbursement of its expenses from BITZER in accordance with Section 445a (3) BGB; the limitation period for this claim for reimbursement of expenses shall be governed by Section 445b BGB, in derogation of Section 7.11. Under no circumstances shall the Ordering Party be entitled to reimbursement of expenses which it had to bear in relation to its customer due to the defectiveness of the Deliveries, if BITZER has granted the Ordering Party equivalent compensation therefor, e.g. within the scope of a warranty lump sum or a price reduction.
- 7.13. With regard to certain new delivery items, the period of limitation for a warranty claim may amount up to a total of five years. In such instance, the period of limitation for the warranty claim (Section 7.11.) shall be extended (hereinafter referred to as 'the warranty extension'). Depending on the order and delivery item, the length of the warranty extension may vary between one full year and a maximum of four full years. A distinction has to be made between warranty extension free of charge and warranty extension with costs. The latter can only be ordered when the respective delivery item is ordered.

Uniform preconditions for the extension of the warranty period for all kinds of warranty extensions are:

- 7.13.1. that the delivery item is registered at <https://www.bitzer.de/webservices/activate.aspx> or by scanning the QR code on the name plate of the delivery item using the BITZER BEST APP or BITZER B-SPOT APP, the digital platforms of BITZER for the registration of delivery items, no later than six months after its delivery to the Ordering Party and prior to initial commissioning, and
- 7.13.2. that a fully completed data protocol is transferred to BITZER prior to commissioning and in accordance with the guidelines found at <https://www.bitzer.de/de/de/service/services/warranty-extension/>.
- 7.14. BITZER grants a free-of-charge extension of the warranty period by one year for delivery items from its product line 'BITZER IQ INTELLIGENT COMPRESSORS' (hereinafter referred to as 'IQ products') and for delivery items which are equipped with an optional 'BITZER IQ MODULE' (hereinafter referred to as an 'IQ module'). BITZER furthermore offers a warranty extension



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with costs – for a maximum period of three further years – for IQ products and delivery items equipped with an IQ module.

Contrary to the preconditions stated within Section 7.13., the fully completed data protocol to be provided to BITZER has to be the data protocol generated by the IQ product or the IQ module respectively, known as the 'Best Data Log'. As a further precondition of a warranty extension, the application limit monitoring of the IQ product or the IQ module, respectively, has to be activated from first commissioning until the end of the warranty period. The warranty extension is applicable for the IQ product, the IQ module and the accompanying compressor, insofar as this compressor is already fitted with the IQ module at the time of initial commissioning.

- 7.15. Data protocols transmitted to BITZER are only processed in the case of a warranty claim.
- 7.16. If the law provides for longer statutory periods of limitation pursuant to Section 438 (1), number 2 BGB (governing buildings and construction-related objects) and Section 634a (1) BGB (governing defects of construction works), such periods shall apply.
- 7.17. If BITZER remedies the defect in the context of supplementary performance (cf. Section 7.4.), the period of limitation for warranty claims shall be suspended for the time the remedy of the defect takes and shall be extended accordingly. If a new delivery item is delivered as a replacement, a new period of limitation of one year for warranty claims shall start, unless the replaced delivery item is subject to a warranty extension. In this case, such a warranty extension shall also apply to the new delivery item delivered as a replacement, but the overall period of limitation shall not exceed five years from the commencement of the primary warranty period.

## 8. Damages and Limitation of Liability

- 8.1. The liability for damages of BITZER, irrespective of the legal cause, in particular for impossibility, default, defective or incorrect performance, breach of contract, violation of obligations during the contract negotiations or tortious act, as far as a fault of BITZER must be present in all these cases, shall be limited in accordance with this Section 8.
- 8.2. BITZER shall not be liable
  - 8.2.1. in the event of ordinary negligence of its management bodies, legal representatives, employees or any other authorised agents,
  - 8.2.2. in the event of gross negligence of its non-executive employees or any other authorised agents,

insofar as the violation is not a violation of any essential contractual obligations. Essential contractual obligations are the obligation to provide Products and Services in due time and free from any defects as well as any obligations of advice, protection and custody which are to



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permit the Ordering Party the use of the product or service according to the contract or which aim to protect the health and life of the Ordering Party's employees or of any third party or to protect the Ordering Party's property against significant damage.

- 8.3. As far as BITZER is to be held liable for damages on the merits according to Section 8.2., its liability shall be limited to the damage which could be foreseen by BITZER at the time of conclusion of the contract as a possible consequence of a breach of the contract or which BITZER, applying due diligence, should have foreseen considering the circumstances which were known to BITZER or which BITZER should have known. Furthermore, any indirect or consequential damage resulting from a defect of the Products and Services shall be compensated only as far as such damage may be typically expected in connection with the appropriate use of the Products or Services.
- 8.4. Sections 8.1. to 8.3. shall apply to all claims for damages, irrespective of their legal cause, in particular also to liability for tortious act.
- 8.5. The above exclusions and limitations of liability shall apply to the same extent in favour of the management bodies, legal representatives, employees and any other authorised agents of BITZER.
- 8.6. As far as BITZER provides technical information or consultation services and this information or these consultation services do not belong to the due range of services contractually agreed, this shall be done free of charge and under the exclusion of any liability.
- 8.7. Insofar as BITZER provides technical information or recommendations in connection with the Products and Services or provides consultation services, there shall be no entitlement to compensation for losses incurred from following such information, advice or recommendations. Otherwise, the aforementioned liability exclusions and limitations shall apply accordingly.
- 8.8. Liability for the loss of data or information is excluded. The Ordering Party is itself responsible for backing up data.
- 8.9. The limitations of liability stated in this Section 8. shall not apply to liability on the part of BITZER for deliberate action, guaranteed properties, damage to life, limb and health or to liability under the German Product Liability Act.
- 8.10. The Ordering Party shall be obligated to take appropriate measures to prevent and -minimise damage.

## 9. Retention of Title

- 9.1. The Deliveries shall remain the property of BITZER until any and all payments due to BITZER under the business relationship with the Ordering Party have been settled in full.



## GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND SERVICE NATIONAL

- 9.2. In the event of current accounts, the retained property shall serve as a security for the balance claims due to BITZER.
- 9.3. The Ordering Party may only sell Deliveries subject to retention of title by BITZER in the course of their ordinary business operations. The Ordering Party shall not be authorised to pledge the Deliveries under retention of title, to transfer them by way of security or to make any other dispositions endangering the property of BITZER. The Ordering Party already assigns the claims from the resale to BITZER; BITZER already accepts this assignment. If the Ordering Party sells the Deliveries under retention of title after processing or transformation or after combination with other things or together with other things, the assignment of claims shall be deemed to have been agreed only in the amount of the part which corresponds to the price agreed between BITZER and the Ordering Party plus a safety margin of 10% (ten percent) of this price. The Ordering Party shall be revocably entitled to collect the claims assigned to BITZER in its own name on behalf of BITZER. BITZER may revoke this authorisation as well as the right to resell the Deliveries if the Ordering Party is in default vis-à-vis BITZER with respect to essential contractual obligations such as payment of the price.
- 9.4. If the Deliveries under retention of title are combined with other things, BITZER shall acquire a co-ownership share in the new thing commensurate to the value of the Products and Services proportionate to the other things at the time of combination. If the combination is made in such a way that the object of the Ordering Party is to be considered as the major item, it shall be deemed to have been agreed that the Ordering Party shall assign a co-ownership share to BITZER according to proportion. The co-ownership share thus created shall be maintained for BITZER by the Ordering Party.
- 9.5. The Ordering Party shall provide BITZER, at any time, any and all information requested concerning the Deliveries under retention of title or the claims assigned to BITZER hereunder. Any access or claims to the Deliveries under retention of title by a third party shall be immediately reported to BITZER by the Ordering Party and all necessary documents shall be provided. At the same time, the Ordering Party shall inform the third party about the retention of title of BITZER. The costs for defence against such access and such claims shall be borne by the Ordering Party.
- 9.6. During the period of the retention of title, the Ordering Party shall be obligated to treat the Deliveries under retention of title with care.
- 9.7. If the realisable value of the securities exceeds the total of the payments due to BITZER by more than 10% (ten percent), the Ordering Party shall be entitled to request a release to this extent.
- 9.8. If the Ordering Party is in default with essential contractual obligations, such as payment, vis-à-vis BITZER, the latter, without prejudice to any other rights, may take back the Deliveries under retention of title and use them otherwise in order to satisfy its claims for payment vis-à-vis the Ordering Party. In this case, the Ordering Party shall immediately grant to BITZER or the authorised representative of BITZER access to the Deliveries under retention of title and



## GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND SERVICE NATIONAL

hand over these Deliveries. If BITZER requests that the Deliveries be handed over based on this provision, this shall not be considered as a withdrawal from the contract.

- 9.9. In the event of deliveries into countries with other legal systems where the retention of title as specified in the sections above does not have the same securing effect as in the Federal Republic of Germany, the Ordering Party shall use its best efforts to grant similar rights of security to BITZER without delay. The Ordering Party shall cooperate in implementing all measures, such as registration and publication, which are necessary for and conducive to the validity and enforceability of such rights of security. At the request of BITZER, the Ordering Party shall be obligated to insure the Deliveries under retention of title in an adequate way, to provide corresponding evidence of the insurance to BITZER and to assign the claims from the insurance contract to BITZER.

### 10. Product Liability

If the Ordering Party sells the Deliveries without any changes or after processing, transformation or combination with other products, it shall indemnify BITZER from any claims asserted for reasons of product liability by a third party as far as the Ordering Party is responsible for the fault that gives rise to the liability claims.

### 11. Industrial Property Rights and Usage Rights

- 11.1. If the Ordering Party determines how BITZER is to manufacture the Deliveries by providing certain instructions, data, documents, drafts or drawings, the Ordering Party shall warrant that the rights of no third party, such as patents, registered utility models or any other industrial property rights or copyrights, will be violated by BITZER. Otherwise, BITZER pledges pursuant to this Section 11. that its Deliveries are free of third-party rights. Both the Ordering Party and BITZER shall inform the other Party immediately in writing if any claims are asserted against it for violation of such rights.
- 11.2. In the event that the Deliveries violate a copyright or industrial property right of a third party, BITZER, at its own discretion and at its own expense, shall modify or replace the Deliveries in such a way that they no longer violate any third-party rights, but that they still meet the contractually agreed specifications, or BITZER shall procure the rights of use for the Ordering Party by concluding a licence agreement. If BITZER does not succeed in this regard within an appropriate period of time, the Ordering Party shall be entitled to reduce the price appropriately or withdraw from the contract. Any claims for damages of the Ordering Party shall be subject to Section 8. of these GTCS-N.
- 11.3. In the event of a violation of rights by Deliveries supplied by BITZER, but manufactured by a third party, BITZER, at its own discretion, shall assert its claims against such manufacturers on the account of the Ordering Party or assign such claims to the Ordering Party. In such cases, claims against BITZER shall only be possible in accordance with this Section 11. if enforcement



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by court order of the said claims vis-à-vis the manufacturers has failed or is futile, e.g. due to insolvency.

- 11.4. Unless otherwise agreed, BITZER shall, in respect of Deliveries rendered, grant to the Ordering Party a right to use such Deliveries permanently and in accordance with their usage purpose. This usage right shall be non-exclusive, non-transferable and with no limitation in time. This usage right arises with payment in full. Unless indicated separately, any usage fees are included in the agreed price.

## 12. Compliance and ethical Behaviour

Aware of its responsibility, BITZER has committed itself in its worldwide activities as a fair competitor in a free market to support the protection of international human rights, the observance of worker protection rights, the protection of the environment, and the fight against international corruption with honesty, fairness and compliance with the law.

BITZER expects the same from the Ordering Party. Therefore, the Ordering Party is obliged to comply with the laws applicable to it at all times. Furthermore, the Ordering Party commits itself and its employees (f, m, x) to law-abiding conduct and to comply with the BITZER Code of Conduct for Business Partners attached here as an Appendix.

## 13. Assignment

- 13.1. The Ordering Party is not entitled to assign any rights or obligations, in particular its claims arising from the contractual relationship with BITZER, to third parties without the prior written consent of BITZER. BITZER will not unreasonably withhold such consent. Section 354a German Commercial Code shall remain unaffected.
- 13.2. BITZER is entitled to assign any rights and obligations, in particular its claims arising from the contractual relationship, to third parties without prior written consent of the Ordering Party, whereby the assignment of obligations, including the contract in its entirety, to third parties without prior written consent may only be made to affiliated companies of BITZER within the meaning of §§ 15 ff. German Stock Corporation Act, unless the affiliated company is not able to fulfil the contractual obligations in the same or comparable manner as BITZER.

## 14. General Provisions

- 14.1. Any modifications and additions to the order confirmation, a contract and/or these GTCS-N as well as any ancillary agreements must be made in writing. This shall also apply to any modification to this requirement of written form. Reference is made to Section 2.6. of these GTCS-N.



## GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND SERVICE NATIONAL

- 14.2. If one or more provisions of the contract and/or these GTCS-N is or are invalid, whether in whole or in part, this shall have no effect on the validity of the remaining provisions. The Ordering Party and BITZER agree to replace, in this case, the invalid provision with a valid provision which comes closest to the economic purpose of the invalid one.
- 14.3. If the Ordering Party is a merchant, a legal person under public law or a special fund governed by public law, the exclusive place of jurisdiction for all disputes from the contractual relationship shall be Sindelfingen, Germany. This shall also apply if the Ordering Party does not have a legal venue in the Federal Republic of Germany or if it has moved its usual place of residence abroad after the conclusion of the contract. BITZER shall, however, be entitled to take legal action against the Ordering Party at any other place of jurisdiction available under the applicable law.
- 14.4. The law of the Federal Republic of Germany shall govern the contract, these GTCS-N and the entire legal relationship between the Ordering Party and BITZER, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

Status 04/2023





# BITZER GROUP CODE OF CONDUCT FOR BUSINESS PARTNERS





# BITZER GROUP

## CODE OF CONDUCT FOR BUSINESS PARTNERS

### **Title 1**

#### **General part**

#### **1. Introduction**

BITZER is a leading international refrigeration and air conditioning technology specialist which operates in the refrigeration, air conditioning, process cooling, transport and services segments. All over the world, energy-efficient and high-quality products and services from BITZER keep temperature-sensitive products cool and provide reliable air conditioning.

By acting with honesty and fairness and within the boundaries of the law worldwide, BITZER undertakes to support the protection of human rights, compliance with employee protection rights, the protection of the environment and the fight against international corruption. Furthermore, in light of this responsibility, BITZER undertakes to respect its Business Partners<sup>†</sup> as a fair competitor in a free market.

BITZER expects the same from its Business Partners and the employees of its Business Partners and has its Business Partners undertake to comply with the law and this Code of Conduct.

If Business Partners are involved in the performance of a service by BITZER, they must have a flawless reputation in addition to the necessary professional qualifications. The employees of BITZER who are responsible for the business relationship with the Business Partner and for concluding a contract will use the sources of information available to them to verify this.

#### **2. Scope of Application**

This Code of Conduct is binding to all Business Partners of companies of the BITZER Group whose parent company is BITZER SE (referred to collectively as 'BITZER' below).

The Business Partner must adhere to the principles and requirements set out in this Code of Conduct throughout its supply and value chain, even if it is not expressly repeated in the second chapter of this Code of Conduct. This includes all stages required to manufacture products and perform services, from the acquisition of raw materials to delivery or performance for BITZER and encompasses a company's actions within the Business Partner's own field of business as well as the actions of its direct and indirect Business Partners, regardless of whether stages occur within the country or abroad.

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<sup>†</sup>The term 'Business Partner' encompasses in particular customers, suppliers, contractors, service providers, advisors, brokers and vicarious agents of BITZER, regardless of whether they are natural persons or legal entities.

The term 'employee' expressly also encompasses executives, managing directors, board members and other legal representatives and corporate bodies of the Business Partner.

If, for the sake of simplicity, any word here or elsewhere in this Code of Conduct has a specific grammatical gender, it should be interpreted as having a gender-neutral meaning.



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## CODE OF CONDUCT FOR BUSINESS PARTNERS

Failure to comply with the Code of Conduct and the statutory regulations on which it is based by the Business Partner can damage the reputation of both the Business Partner and BITZER as well as of the employees of the Business Partner and those of BITZER. Failure to comply with the Code of Conduct can result in considerable financial damage to the Business Partner and BITZER and, in some cases, even to liability on the part of the Business Partner and/or the employee who infringed the Code of Conduct. Therefore, infringements of the Code of Conduct cannot be tolerated.

Any infringement of the Code of Conduct by a Business Partner shall result in the immediate termination of the business relationship with BITZER as well as action under civil and criminal law.

### 3. Contact Persons and Complaint Procedure

If a Business Partner or one of its employees is unsure whether their conduct in a specific case is consistent with this Code of Conduct or if a business partner or an employee of the Business Partner identifies a potential infringement of this Code of Conduct in their surroundings, they can file a report with BITZER Legal Services, the central legal department of BITZER group ([legalservices@bitzer.de](mailto:legalservices@bitzer.de); BITZER SE, Legal Services, Head of Legal, Peter-Schaufler-Platz 1, 71065 Sindelfingen, Deutschland) or the BITZER Whistleblower Helpline ([compliance.helpline@bitzer.de](mailto:compliance.helpline@bitzer.de)). This can be done personally, verbally or in writing.

Both, BITZER Legal Services and the BITZER Whistleblower Helpline, serve as contacts in terms of a complaint procedure in accordance with the German Act on Corporate Due Diligence Obligations in Supply Chains (Lieferkettensorgfaltspflichtengesetz - LkSG). Business Partners but also all other individuals can point out here to human rights and environmental risks as well as to infringements of human rights and environmental obligations which have occurred as a result of the economic activities of BITZER or a direct or indirect supplier.

In order to be able to better classify a report, it is helpful, if the reporting person gives their name and, if the report comes from the environment of a business partner or is related with one, also the name of such Business Partner. For possible queries on the facts reported, it is also useful, if the reporting person also gives their contact details. Irrespective of this, it is also possible, to provide anonymous reports. Anonymous reports will be followed up by BITZER with the same attention as reports that are given by a person mentioning their name. However, the investigation of the facts reported may be more difficult if no consultation of the reporting person is possible due to their anonymity.



# BITZER GROUP

## CODE OF CONDUCT FOR BUSINESS PARTNERS

### Title 2 BITZER Code of Conduct for Business Partners

#### 1. Respect for Human Rights and Ensuring of occupational health and Safety

The Business Partner adheres to and support the relevant regulations concerning the protection of international human rights as fundamental, generally applicable requirements. Within its own company and along its supply and value chain, the Business Partner must ensure that its employees and the employees of its Business Partners are not complicit in human rights violations. If BITZER discovers that a Business Partner is infringing international human rights, the business relationship shall be terminated.

In particular, the Business Partner will comply with the following requirements for itself and in its supply and service chain:

- // The Business Partner complies with the prohibition of child labour. It will observe the minimum age of employment in accordance with the respective state regulations, wherein the minimum age for employment corresponds to the age when, according to the applicable national law, compulsory education ends, and is at least 15 years. If BITZER become aware of the fact that a Business Partner violates the prohibition of child labour, the business relationship will be terminated. The Business Partner complies with the prohibitions in accordance with Article 3 of the Convention No. 182 of the International Labour Organisation comprising:
  - all types of slavery or slavery-like practices such as sale of children and child trafficking, bonded labour and servitude as well as forced labour or compulsory labour including forced or compulsory recruitment of children for use in armed conflicts;
  - bringing, procuring or offering a child for prostitution, for the production of pornography or for pornographic depiction;
  - bringing, procuring or offering a child for unlawful activities, in particular for extraction and trafficking of drugs; furthermore
  - labour, which by its nature or due to the circumstances, in which labour is carried out, is probably harmful for the health, security or morality of children.
- // The Business Partner complies with the prohibition of all types of slavery. This also includes slavery-like practices, servitude, involuntary prisoner labour or other forms of exercise of dominance or oppression in workplace environment, such as sexual exploitation and humiliations or extreme economic exploitation. The Business Partner will not use any private or public security forces for the protection of its company, if, due to lack of instruction or control on the part of the Business Partner, the prohibition of torture and cruel, inhuman or humiliating treatment is ignored, if life or limb are violated or if the freedom of association are impaired when such security forces are deployed.
- // The Business Partner, when acquiring, developing or otherwise using of land, forests or waters, will not take part in or cause unlawful evictions or unlawful deprivation of land, forests or waters, when their use secures the livelihood of an individual.



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- // The Business Partner complies with the Regulation (EU) 2017/821 of the European Parliament and the Council dated May 17<sup>th</sup>, 2017, laying down supply chain due diligence obligations for EU importers of tin, tantalum and tungsten, their ores and gold originating from conflict-affected and high-risk areas. Moreover, the Business Partner complies with the regulations of Section 1502 of the US Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act) concerning the use of such conflict materials, since it may be a member of the supply chain of a US listed company.
- // The Business Partner complies with national minimum wage regulations applicable at the respective place of employment and will pay its employees equal pay for equal work.
- // The Business Partner respects the freedom of association of its employees, in particular the right to freely form and join trade unions without fear of unjustified discrimination or retaliation by the Business Partner and recognises the rights of its employees to participate in collective bargaining and strike in accordance with the applicable national regulations.
- // The Business Partner provides its employees with a safe, healthy working environment. The Business Partner adheres to all legal and technical specifications and standards concerning occupational health and safety and fire prevention, at least the occupational health and safety duties under the applicable national regulations if the fulfilment of these duties can sufficiently reduce the danger of occupational accidents or occupational health risks, especially by means of sufficient safety standards with regard to the provision and maintenance of the place of work, workstation and equipment, appropriate safety measures to avoid exposure to chemical, physical or biological substance, measures to prevent excessive physical and mental exhaustion, especially through the appropriate organisation of working hours and breaks and the provision of suitable training and instruction for employees.
- // Beyond the above points, the Business Partner refrains from all conduct, which is directly suitable to impair a protected legal position in a particularly serious manner, or the illegality of which is obvious when all relevant circumstances are considered in a reasonable assessment.

## 2. Elimination of Discrimination

The Business Partner maintains respect and neutrality with regard to the national origin and ethnic descent, skin colour, gender, religious and ideological beliefs, sexual orientation, political views, social background, age and towards any disabilities or illnesses of its employees. Something else may apply by way of exception only if a distinction is required due to the type of employment and its specific requirements, e.g. if a corresponding risk assessment has been carried out within the framework of occupational health and safety. Insulting and defamatory statements that refer to any of the aforementioned characteristics or views are unacceptable and must be avoided by Business Partner and its employees.

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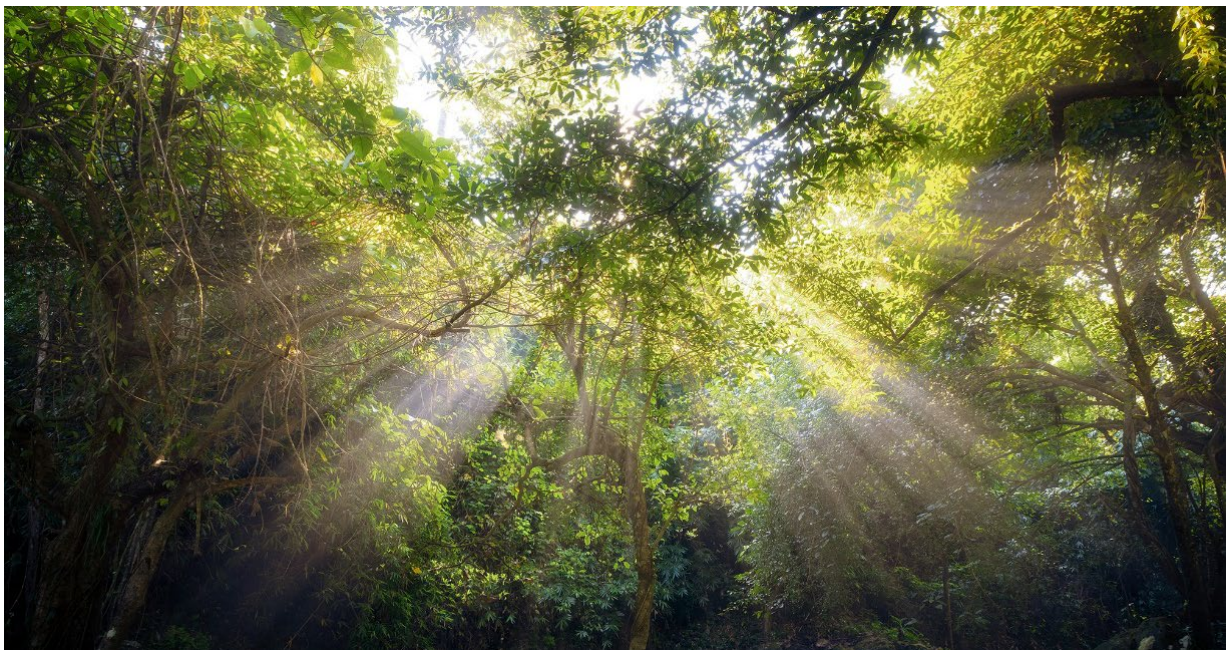
## CODE OF CONDUCT FOR BUSINESS PARTNERS

### 3. Protection of the Environment

The protection of the environment and climate and the sparing use of natural resources must be a major concern of the Business Partner. The Business Partner conserves natural resources and avoid environmental pollution wherever possible and feasible in research and development, production, administration and any other field. In particular, the Business Partner avoids harmful soil, water and air pollution, noise emissions and excessive water consumption that would be sufficient to

- // significantly impair the fundamental natural processes required to obtain and to produce food;
- // impede, obstruct or destroy a person's access to clean drinking water or sanitary facilities;
- // harm the health of a person.

Consequently, BITZER expects its Business Partner to adhere strictly to the relevant national environmental protection regulations. In particular, the Business Partner ensures that it and its Business Partners, namely its suppliers,



- // only supply and process components which meet the requirements of the latest version of the RoHS Directive 2011/65/EU and are suitable for RoHS-compliant manufacturing processes – the Business Partner undertakes to generate a declaration of conformity and submit the declaration without having to be prompted to do so;



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- // are aware of the duties arising from Regulation (EC) No 1907/2006 concerning the registration, evaluation, authorisation and restriction of chemicals, as amended, and have taken all necessary action;
- // adhere to Directive 2012/19/EU on waste electrical and electronic equipment (WEEE) and therefore prevent waste electrical and electronic equipment and reuse, recycle and recover such waste so as to reduce the disposal of waste, and at least adhere to the standards set out therein concerning the treatment of waste electrical and electronic equipment in the European Union;
- // recognise the duties that can result from the Minamata Convention on Mercury of 10 October 2013 to protect human health and the environment from the adverse effects of mercury;
- // adhere to the Stockholm Convention on Persistent Organic Pollutants (Regulation (EU) 2019/1021), a treaty on legally binding measures to ban and restrict certain persistent organic pollutants, which restricts or bans the manufacture and use of certain pesticides, a group of industrial chemicals (polychlorinated biphenyls) and two groups of unintentional by-products (polychlorinated dibenzodioxins and dibenzofurans);
- // adhere to the Basel Convention on the control of transboundary movements of hazardous wastes and their disposal as well as the Regulation (EC) No. 1013/2006 on the shipment of wastes.

At the request of BITZER, the Business Partner provides evidence of this.

The Business Partner must prioritise the sensible use of renewable energy and in turn the reduction of environmental pollution and the protection of the environment wherever possible.

#### 4. Prohibition of Corruption and Blackmail, Prevention of Money Laundering

Corruption means the misuse of a position in the economy, an organisation, administration, justice or politics. Corruption is illegal worldwide. Corruption is a criminal offence. Corruption prevents progress and innovation, distorts competition and damages society and the economy. The Business Partner does not tolerate corruption, neither by its employees nor its Business Partners or other Business Partners of BITZER.

It is prohibited to offer, promise or provide advantages (active bribery) or request, accept or accept the promise of advantages (passive bribery) for oneself or a third party. This applies to both domestic and foreign officials (bribery of officials) and to BITZER or other Business Partners (bribery and corruption in business dealings). An advantage in this sense is any form of compensation to which the recipient has no lawful entitlement, and which objectively improves the economic, legal or personal situation of the recipient. The following applies in particular:

Whenever gifts, services, invitations to events and other gratuities (referred to collectively below as 'gratuities') are distributed in business relationships, Business Partners may only offer, promise or provide a gratuity or accept a gratuity or the promise of a gratuity if the gratuity or promised gratuity

- // is of low value and



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- // is part of common business practice and
- // is otherwise appropriate and adequate to the occasion and
- // is not intended to encourage the awarding of a contract or unauthorised advantage for the recipient, the Business Partner, BITZER, any other Business Partner or any other person, and
- // is legally admissible under the relevant laws and
- // does not even imply the impression of soliciting unlawful influence or establishing the beginning of economical dependency, and thus
- // could be openly reported to the Business Partner and at BITZER.

No Business Partner or employee of a Business Partner may use their position or function to request, accept the promise of or accept an advantage for themselves or a third party.

If the Business Partner discovers that unauthorised advantages have been offered, promised or provided or requested or accepted, the Business Partner is obliged to notify one of the bodies specified above in part 2 of title 1.

Donations and sponsoring will not be used by the Business Partner to obtain unlawful business advantages.

Furthermore, the Business Partner is forbidden to unlawfully coerce or extort employees or its Business Partners, by force or threat of serious harm, to do, acquiesce to or refrain from an act. Money laundering is a criminal offence. The Business Partner avoids any and all participation in money laundering and does not enter into a Business Partnership with any party that is known or justifiably presumed to have obtained money or assets through criminal activities or be otherwise involved in financial criminality.

In particular, the Business Partner adheres to the regulations of the German Money Laundering Act (Gesetz über das Aufspüren von Gewinnen aus schweren Straftaten, Geldwäschegesetz - GwG) or the equivalent laws of foreign legal systems which apply to it and the specific transaction in question.

### 5. Safeguarding of Fair Competition

The Business Partner is obliged to preserve fair and free competition. The Business Partner is obliged to adhere to the regulations of competition and antitrust law and obliges its Business Partners accordingly.

In particular, the Business Partner is forbidden

- // to talk with competitors about prices, sales, production capacity, calls for tenders, revenues, margins and costs that could determine or influence the actions of a company in the market with regard to the competition





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- // to enter into agreements or collusions with competitors that have the objective to exclude a competitor, avoid competition, submit a bogus offer in a call for tenders or share customers, markets, countries or production programmes
- // to influence the resale price of a customer in any way.

If a Business Partner has any questions concerning the admissibility of certain actions or if a Business Partner suspects a breach of competition or antitrust law, it must notify one of the bodies specified above in part 1 of title 2 immediately.

### **6. Avoiding Conflicts of Interest**

BITZER expects its Business Partners to avoid conflicts of interest. Decisions may not be affected by private interests or personal relationships with Business Partners or other persons. The Business Partner must expect the same from its own Business Partners.

### **7. Avoidance of Product Liability Claims**

The Business Partner offers products and services of the highest quality. The Business Partner must aim to fulfil the high expectations of its Business Partners regarding the quality, safety, efficiency and functionality of its products and services. Additionally, the Business Partner and its employees will continue to improve the quality of its products and services. The Business Partner and its employees have the responsibility to eliminate, as far as possible, all potential risks as well as danger to health and safety which might occur from the use of a product. The Business Partner complies with all applicable legal and technical regulations and standards of product safety which apply to its products. If BITZER has any safety concerns, it is the responsibility of the Business Partner to react with prudence and care and take suitable action to assuage BITZER.

### **8. Proper Conduct of Customs and Export Procedures**

Exports, imports and the domestic trade of goods, services, technology and software, as well as the flow of capital and payments, are subject to and controlled by national and international laws. Appropriate steps must be taken to ensure that transactions do not infringe against active economic sanctions and trade restrictions, import and export control regulations or sanctions and laws intended to combat the financing of terrorism. Transactions with companies and persons that are on a list of sanctions are prohibited.

BITZER has established a comprehensive, electronically supported export control system and made its strict application mandatory. The Business Partner must also comply with the national and international laws with regard to export controls, customs and foreign trade in each country in which it conducts business. The Business Partner must fulfil its statutory obligation to check its employees, Business Partners and potential Business Partners against the relevant lists of sanctions resulting from national laws and regulations designed to combat terrorism or impose embargoes. Employees

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of the Business Partner who are dealing with the import and export of goods, services, software or technology have to adhere to the applicable export control laws as well as to import and export regulations.

Every employee of the Business Partner who has knowledge of deliveries

- // to countries that are subject to a partial or total embargo, including deliveries through an intermediary in a non-embargoed country; or
- // for military purposes or dual-use applications; or
- // which are intended for use in nuclear power plants or in unsafe nuclear fuel cycles; or
- // which are related to the production of chemical or biological weapons;

is obliged to inform the central customs and export control department of the Business Partner.

The Business Partner is also invited to contact the customs and export control department of BITZER SE: [customs@bitzer.de](mailto:customs@bitzer.de).

### 9. Protection of Personal Data

The Business Partner protects the personal data of its employees, Business Partners and other data subjects.



Personal data may only be collected, processed or used by the Business Partner to the extent required for explicitly specified and legitimate purposes or if the data subject has given their express



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prior consent. This also applies to the sharing of data between various organisational units or companies of the Business Partner. The use of data must be transparent for the data subjects. Their rights to access information, to the rectification and restriction of processing and potentially also to data portability, to lodge a complaint and to have their data blocked or erased must be respected in accordance with the law.

### **10. Confidentiality of Intellectual Property Trade and Business Information**

Business Partners must keep their own confidential information and information entrusted to them by BITZER or to which they otherwise gain access through their work for and with BITZER secret and must have their own employees and business partners sign similar undertakings. Business Partners must protect the information so that it cannot be accessed by unauthorised third parties and not use the information for private or personal purposes.

The Business Partner does not use the existence of an economic relationship with BITZER in promotional measures without the prior written consent of BITZER.

### **11. Systems, Documents and Risk Management**

The Business Partner must develop, implement, apply and maintain management systems and controls related to the content of this Code of Conduct. It will always have available the required documentation in order to prove conformity with the principles of this Code of Conduct and be able to provide it to BITZER at any time upon request.

The Business Partner maintains appropriate instruments for regular identification, assessment and control of risks in all areas and with reference to all legal requirements, which are dealt with in this Code of Conduct.

The Business Partner demonstrates its commitment to continuous improvement by setting performance targets, carrying out implementation plans and taking the necessary measures to correct deficiencies identified in internal and/or external audits or assessments.

The Business Partner regularly carries out suitable training measures in order to communicate requirements stated in this Code of Conduct and to pass them on to the suppliers and business partners of its supply chain participating in business with BITZER, to oblige them accordingly to ensure their adherence to these principles and to agree to a possible audit of compliance with these principles. The term of supply chain used in the present document generally refers to all products and services of a company and thus to all stages within the country and abroad which are required for the manufacture of the products and the provision of the services.



# BITZER GROUP

## CODE OF CONDUCT FOR BUSINESS PARTNERS

### **Title 3**

#### **Final Regulations**

#### **1. Requests for Information**

BITZER reserves the right to request information from the Business Partner if it suspects non-compliance with the principles and requirements set out in this Code of Conduct, e.g. in light of media reports. The Business Partner must comply with this request for information immediately.

#### **2. Audits**

The Business Partner authorises BITZER to verify compliance with this Code of Conduct, especially the Code of Conduct for Business Partners, by means of an audit, or have such compliance verified by a third party which has been mutually appointed by the Business Partner and BITZER, and to take appropriate action in accordance with this Code of Conduct in the event of non-compliance.

If shortcomings of concern to BITZER are discovered during an audit, the Business Partner must immediately submit to BITZER an action plan, the implementation of which will ensure that all identified aspects are addressed and remedied in a satisfactory manner for BITZER.

Should an audit reveal a material breach of this Code of Conduct, BITZER is entitled to demand that the Business Partner reimburse the necessary, reasonable costs of the audit for which BITZER has documented evidence.

#### **3. Consequences of Non-Compliance**

Any infringement of the principles and requirements in this Code of Conduct will be considered by BITZER as a significant impairment of the business relationship and contractual relationship between the Business Partner and BITZER.

BITZER is entitled to terminate individual contractual relationships which have been directly affected by an infringement of this Code of Conduct with immediate effect and without providing notice, either fully or in part, or, at its own option, temporarily suspend the business relationship with the Business Partner while the Business Partner presents and fully implements specific measures to prevent the infringement from happening again, or terminate all contractual relationships with immediate effect and without providing notice, either fully or in part, if the Business Partner fails to present and fully implement specific measures to prevent the infringement from happening again within a reasonable period of time.