

# GEA BELGIUM (2023/12) Standard Terms and Conditions of Purchase – Procurement



## A. General terms and conditions

### 1. Scope

- 1.1. These general purchasing terms (hereinafter referred to as the "**Terms**") apply to all purchase orders for goods and services, including offers, agreements, consultations and other additional services (hereinafter referred to as the "**Deliveries**"), from GEA or any of its affiliates within the meaning of Article 1:20 of the Companies and Associations Code (hereinafter referred to as "**GEA**") and this with a supplier in a B2B context (hereinafter referred to as the "**Supplier**").
- 1.2. By confirming a purchase order, the Supplier acknowledges that these Terms apply, to the exclusion of and overriding any general terms and terms or clauses specified by the Supplier to the contrary. Deviation from these Terms may only be made with the written agreement of GEA. In such a case, all articles of these Terms from which no derogation has been expressly made shall remain in full force and effect.
- 1.3. Deviations agreed between the parties and included in the agreement will take precedence over the Terms.
- 1.4. Trade terms shall be interpreted in accordance with the Incoterms® applicable in the version in force at the time of conclusion of the agreement.
- 1.5. To the extent that these Terms or other parts of the agreement refer to;
  - (i) a requirement for the written form, a text form (including fax and e-mail) is sufficient to satisfy the written form, unless expressly provided otherwise;
  - (ii) "days", "weeks" or "months" refers to calendar days, calendar weeks or calendar months, unless expressly stated otherwise.
  - (iii) "Banking Days" refers to all days, excluding Saturdays, Sundays and public holidays at GEA's head office, on which banks at GEA's head office are open for business.

### 2. Conclusion of contract

- 2.1. The conclusion of a contract between GEA and the Supplier requires a written purchase order or a written order confirmation by GEA.
- 2.2. If GEA's purchase order is not preceded by an offer from the Supplier, GEA shall be entitled to withdraw the purchase order if GEA does not follow the Supplier's order confirmation within five (5) Banking Days of receipt of such purchase order. If the Supplier's order confirmation deviates in substance from GEA's purchase order, the Supplier must specifically highlight this in writing in the order confirmation. Such deviations only become part of the contract if GEA expressly accepts them in writing within a period of five (5) calendar days.

A contract between GEA and the Supplier is also concluded if the Supplier performs the Deliveries specified in a purchase order without reservation.

Subsequent amendments to a purchase order require written confirmation by GEA.
- 2.3. If GEA refers to a certain intended use in a purchase order, the Supplier is obliged to inform GEA in writing even before the conclusion of the contract if the Deliveries specified in the purchase order would not be suitable for the intended use specified in the purchase order.
- 2.4. The preparation of cost estimates as well as the preparation of offers, including the preparation of corresponding plans, samples or models, shall - unless expressly agreed otherwise in writing - not be reimbursed by GEA.
- 2.5. Offers made by the Supplier are binding unilateral offers, unless otherwise provided therein. GEA may accept a unilateral offer from the Supplier to conclude a contract by placing a written purchase order no later than thirty (30) calendar days after submission, unless the Supplier specifies

a longer acceptance period. Until the expiry of this period, the Supplier shall be bound by its offer. Silence on the part of GEA shall not justify the formation of an agreement. If acceptance of an offer by GEA is received late by the Supplier, the Supplier must inform GEA of this in writing without delay.

### 3. Prices, terms of payment

- 3.1. The agreed prices are binding and are FCA (Incoterms®) plus statutory value added tax at the rate in force at the time of Delivery. Prices include everything the Supplier must do to fulfil its delivery and/or performance obligation to the agreed destination, in particular, but not limited to, packaging, transport, freight, unloading, insurance, customs duties, taxes, assembly costs and other additional costs, unless otherwise agreed in writing.

If the price should be subject to withholding tax in the country of GEA as customer per domestic tax laws, GEA is permitted to withhold the maximum amount of tax as defined in the double tax treaty between the Supplier's country and the country of residence of GEA. It is the Supplier's responsibility to ensure that the formal requirements for tax exemption and tax relief respectively are met. All required documents (e.g. statements of residence) relating to such tax exemption/tax relief must be provided and/or procured by the Supplier.
- 3.2. The Supplier's claim for payment shall - without prejudice to further legal requirements - only become due and payable after (i) full receipt of the Deliveries by GEA or, if acceptance is required, after acceptance as well as (ii) receipt of a correct and verifiable invoice, within thirty (30) calendar days after Delivery. Unless otherwise stipulated, all invoices are payable sixty (60) calendar days after invoice date. In case of payment within fourteen (14) calendar days from invoice date, GEA shall be entitled to deduct a 3% discount. If GEA exceptionally accepts partial Deliveries, no discount will be granted.
- 3.3. All invoices issued by the Supplier must - without prejudice to the legal requirements that must be complied with in each case - include at least the following information: (i) the purchase order number of GEA, (ii) the responsible contact person at GEA and at the Supplier, (iii) enumeration of goods per line, (iv) quantity, (v) the company number of GEA and the Supplier and (vi) indicate whether there is a complete, partial, excess, sample or residual delivery. If one or more of these details are missing and as a result the invoice processing of GEA is delayed in the normal course of business, the Supplier will credit the original invoice and issue a new invoice with a new invoice date on the day of the determination of the missing details.
- 3.4. Unless otherwise agreed in writing, the original invoice shall be sent in duplicate, either electronically by email or by post to the address of the registered office of GEA.
- 3.5. For the timeliness of the payment, the receipt of a corresponding transfer order at the bank of GEA is sufficient. Bank charges and expenses shall be borne by the Supplier.
- 3.6. Payments by GEA do not constitute acceptance of the Deliveries, nor an acknowledgement of settlement of accounts or recognition of the Deliveries as free of defects and/or on time.
- 3.7. Claims of the Supplier arising from the contract may only be assigned to third parties with the prior written consent of GEA.
- 3.8. In case of an amount remaining unpaid on due date, GEA will owe a late payment penalty equal to 5% of the invoice amount, with a maximum of EUR 2.500.
- 3.9. If services are invoiced on an hourly basis, the Supplier must report to the responsible contractor coordinator of GEA or his representative before the work begins.
- 3.10. Timesheets shall be provided mainly on forms provided by GEA or otherwise in a format agreed between GEA and the Supplier and submitted daily to the Contractor Coordinator of GEA or his representative for countersigning. The timesheets shall indicate the services performed and the periods of activity. Insofar as GEA provides the Supplier with timesheet forms, only these forms may be used by the Supplier.

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## 4. Deliveries - general

- 4.1. Unless otherwise agreed, Deliveries shall take place on an FCA basis, including unloading at the Place of Delivery specified in the agreement (hereinafter "**Place of Delivery**"). If the Place of Delivery is not specified and unless otherwise agreed, Delivery shall take place at the registered office of GEA. The Supplier shall attach the documentation due under the agreement to the Deliveries free of charge. Unless otherwise agreed, the Supplier shall not be entitled to partial Deliveries or partial services.
- 4.2. The Supplier shall pack the Deliveries in accordance with the packaging instructions and requirements of GEA. In any event, the Deliveries must be packed and secured by the Supplier against typical transport damage. The Supplier shall insure the Deliveries for transport. In addition, the packaging must be suitable to protect the Deliveries from deterioration, such as rust or corrosion, for a period of at least six (6) months, unless a longer period is agreed. The packaging must be marked in such a way that the contents of the Goods, the number of pieces, the container/cardboard number and the weight (net/gross) can be read from a distance of one (1) metre. All wooden packaging materials, including but not limited to pallets, must comply with ISPM15.
- 4.3. Each delivery shall be accompanied by a delivery note in duplicate. All delivery notes and shipping documents shall indicate (i) the respective purchase order number of GEA, (ii) the date of the purchase order and (iii) if available, the item number specified by GEA, (iv) the place of delivery, (v) the name and address of the manufacturer, (vi) the item description, and (vii) the quantity of the box, lot/batch and information on any required pallet change at the Supplier's premises on all papers. Failure to provide this information shall entitle GEA to refuse Acceptance of Deliveries.
- 4.4. Where required, the Deliveries must be CE marked or an EU declaration of conformity or a declaration of incorporation must be enclosed.

## 5. Delivery times and delays

- 5.1. Agreed delivery periods and delivery deadlines and delivery periods and delivery deadlines for Deliveries are binding (hereinafter the "**Delivery Date**"). If the agreement does not specify a Delivery Date, the Deliveries must be delivered within fourteen (14) calendar days from the date of agreement. Compliance with the Delivery Dates requires that the Deliveries are handed over to GEA at the Place of Delivery on the respective Delivery Date.

If the Deliveries require Acceptance, the relevant Delivery Dates will be met if the Supplier makes the compliant Deliveries available to GEA on the Delivery Date ready for Acceptance.

Early Deliveries are not permitted unless GEA gives its prior written consent to the early delivery. The mere unconditional Acceptance of an early Delivery by GEA shall not affect the originally agreed Delivery Date. Payment and discount terms in accordance with Article 3.2 shall only be applied as of the agreed Delivery Date.

- 5.2. As soon as the Supplier becomes aware of circumstances that could jeopardise correct and timely delivery, it shall immediately inform GEA in writing, stating the reasons and expected duration of the delay. GEA is entitled to demand partial delivery from the Supplier without owing additional transport costs, to the extent that possible delays in delivery can be mitigated by this, unless such partial delivery is unreasonable for the Supplier. The obligation to comply with the Delivery Dates shall remain unaffected.
- 5.3. If the Supplier culpably fails to meet the Delivery Dates or other deadlines clearly agreed in the contract, GEA shall be entitled to claim a contractual penalty of 0.5% for each started week of delay, but not exceeding a total of 5.0% of the agreed net price of the delivery. Further claims for damages remain unaffected.

Contractual penalties already paid will be offset against this amount.

GEA may also claim the contractual penalty if a reservation was omitted at the time of acceptance of the delivery, however, after the final payment of the deliveries, GEA may only claim the contractual penalty if a respective reservation was indicated at the time of the final payment.

- 5.4. If the Supplier fails to make the Delivery or does so late, all rights to which GEA is entitled under applicable law shall continue to apply without restriction.

## 6. Acceptance and risk transfer

- 6.1. Deliveries are subject to formal acceptance only if this has been expressly agreed between GEA and the Supplier or results from statutory provisions (hereinafter "**Acceptance**").
- 6.2. Unless otherwise agreed, GEA may in any case accept the conforming Deliveries by way of Acceptance up to fourteen (14) calendar days after receipt thereof. The trial commissioning or use of Deliveries does not in itself constitute Acceptance. Partial Acceptances are generally excluded. Partial Acceptance shall only take place at the request of GEA if the Deliveries would otherwise be definitively withdrawn from subsequent technical inspection for the sake of the progress of the performance of the agreement. In all other respects, the rights and obligations of GEA in respect of Acceptance shall be governed by the statutory provisions.
- 6.3. In the case of Deliveries without installation and assembly, risk shall pass to GEA upon handover of the Deliveries at the contractually agreed Place of Delivery. In the case of Deliveries that include installation and assembly, the risk shall pass to GEA upon Acceptance of the Deliveries or, to the extent that GEA does not owe Acceptance, upon handover of the Deliveries after installation and assembly.

## 7. Property rights

- 7.1. Whether or not the Deliveries are subject to Acceptance by GEA, GEA acquires ownership of the Deliveries at the time of handover of the Deliveries at the Place of Delivery, unless otherwise agreed. If a retention of title in favour of the Supplier is agreed, it shall have the effect of a simple retention of title. GEA rejects an extended or extended retention of title. If the Supplier retains ownership of the Deliveries contrary to the agreement, GEA retains the claim to unconditional transfer of ownership even if GEA accepts the Deliveries. By payment of the purchase price, ownership of the Deliveries shall pass from the Supplier to GEA at the latest. GEA shall be entitled to mix, process or combine the Deliveries delivered under retention of title in the ordinary course of business with effect for itself and also to resell them.

- 7.2. GEA acquires a non-exclusive and transferable right of use, unlimited in time, territory and content, to any copyrighted content or content protected by industrial property rights in the Supply. This includes their use in own or third-party activities, as well as their reproduction, distribution, presentation, exhibition, processing or transformation.

## 8. Drawings, Plans, Tools

- 8.1. The Supplier shall provide to GEA free of charge the drawings, plans and other technical documents prepared for the performance of the agreement. The intellectual property rights thereon shall remain unaffected.
- 8.2. The approval by GEA of drawings, calculations and other technical documents does not affect the Supplier's sole responsibility for Deliveries in accordance with the agreement. Unless the Supplier objects in writing, this also applies to proposals and recommendations by GEA and to changes discussed between the Supplier and GEA.
- 8.3. In addition, all documentation required for repair, maintenance and service of the Deliveries shall be provided. All documentation shall be in the language specified in the purchase order of GEA and additionally translated into English. If no language is specified in the purchase order, all documentation and communication shall be in the language of the registered office of GEA.

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- At the request of GEA, the Supplier shall provide all drawings, documents and other documentation free of charge also in electronic form, if available.
- 8.4. The Supplier grants GEA the right to use drawings, documents and other records for all purposes related to the completion, operation, modification, maintenance and repair of the Deliveries or any part thereof. This right includes the right to sublicense to GEA's customers and/or to persons designated by GEA or its customers.
- 8.5. All performance documents, drawings, devices, tools, models and other items hereinafter the "**Supplies**") provided by GEA to the Supplier for the performance of the contract or manufactured for contractual purposes and invoiced separately by the Supplier to GEA shall remain the property of GEA or become the property of GEA. The Supplier shall mark them as the property of GEA, keep them safe, insure them to a reasonable extent against theft, fire, water and burglary damage and use them exclusively for the purposes of the contract. The costs of maintenance and repair shall - in the absence of any other agreement - be borne equally by GEA and the Supplier. However, to the extent that these costs are attributable to defects in the items manufactured by the Supplier or to improper use or storage by the Supplier, they shall be borne exclusively by the Supplier. The Supplier must immediately notify GEA of any damage to such Supplies that is not merely insignificant. They must be returned to GEA immediately at GEA's request, and at the latest after performance of the contract. Transfer to third parties is not permitted. The Supplier does not acquire any further rights to the materials provided. GEA reserves all rights to drawings made according to its specifications and to processes developed by it.
- 8.6. The Supplier shall only be entitled to process, combine and mix the Supplies with the prior written consent of GEA, unless such consent arises from the purpose of the agreement. Processing of the Supplies by the Supplier shall be carried out in the Supplier's capacity as manufacturer for GEA, without obliging GEA. In case of processing or combination of the Supplies with other goods not owned by GEA, GEA always acquires co-ownership of the newly manufactured item in the ratio of the current market value of the Supplies to the current market value of the other goods used. In the event that GEA's ownership of the Supplies lapses through combination, the Supplier shall transfer to GEA with immediate effect all property rights accruing to the Supplier in respect of the new inventory or new good in the amount of the current market value of the Supplies and shall hold them for GEA free of charge. The resulting (co-)ownership rights shall be considered Supplies within the meaning of these Terms.
9. Quality assurance, document retention and audit
- 9.1. The Supplier shall independently check the specifications, drawings, calculations and other requirements of GEA for ambiguities, inconsistencies and/or errors within the scope of its expertise and technical knowledge. The Supplier must immediately inform GEA of any objections, including with regard to the use assumed or envisaged by GEA under the agreement, so that this issue can be resolved by mutual agreement.
- 9.2. The Supplier shall establish and demonstrably maintain a properly functioning quality assurance system that complies with the most recent standards of the relevant supplier industry, at least in accordance with DIN EN ISO 9000, 9001. The Supplier shall implement the quality assurance measures, including the required documentation, on its own responsibility. The Supplier shall keep the documentation in accordance with legal and contractual requirements, but at least for a period of ten (10) years.
- 9.3. Before delivery, the Supplier shall carry out a careful outgoing goods check. Deliveries that have not passed these checks may not be delivered by the Supplier. As soon as the Supplier becomes aware of quality problems or other defects of its Deliveries, the Supplier must immediately inform GEA thereof in writing; in doing so, the Supplier must also inform GEA in particular of the potential health and safety risks arising from its Deliveries, the restriction of use, as well as any data and information that may identify the affected Deliveries.
- 9.4. If GEA has placed multiple purchase orders with the Supplier for certain Deliveries, the Supplier must inform GEA without delay of any quality-relevant changes to the Deliveries, in particular regarding the manufacturing process or the components, constituents or base materials, even if these changes are within the scope of the specification, before accepting the next order.
- 9.5. Upon timely and prior written request, GEA shall have the right to inspect the documentation and gain access to the Supplier's premises for the purpose of inspection of the quality assurance system and measures by independent auditors during normal business hours. The inspection does not relieve the Supplier from liability for defects. GEA has a legitimate interest to review inspection and testing reports of the Supplier in relation to a supply to GEA. The Supplier is obliged to allow such review and inspection.
10. Spare and wear parts
- 10.1. The Supplier undertakes to provide GEA with all suitable spare and wear parts for its Deliveries for a period of at least ten (10) years from delivery at standard market Terms. Unless otherwise agreed and reasonable for the Supplier, during this period the same prices for the spare and wear and tear parts shall apply as agreed under the original Supply.
- 10.2. If the Supplier realises that it cannot supply suitable spare and wear parts to GEA for more than ten (10) years under the Terms specified in clause 10.1, it shall notify GEA without undue delay to give GEA another chance to order spare and wear parts in time.
11. Defects
- 11.1. The Supplier guarantees that the Deliveries are free of quality defects at the time of the transfer of risk. The Deliveries must comply in all respects with the contractually agreed Terms, with the relevant laws, directives and standards (express reference is made inter alia to EU Regulation (EC) 1935/2004 on materials and articles intended to come into contact with foodstuffs), in particular with the relevant safety regulations, occupational health and safety regulations, as well as environmental and fire protection regulations and ordinances, as well as with the state of science and technology, be of high quality in type and quality and be suitable for the use assumed under the agreement - but at least for general use. If the Supplier has supplied a preliminary sample that has been approved by GEA, the Deliveries must furthermore comply with the properties of the preliminary sample.
- 11.2. If the Deliveries are defective, GEA shall be entitled without limitation to the full scope of statutory warranty claims and rights. In particular, GEA shall be entitled, at GEA's discretion, to require the Supplier to remedy the defects or to deliver a new Delivery free of defects within a reasonable period of time. The Supplier shall bear all costs related to the repair or replacement of defective Deliveries (including transportation, handling, sorting, installation/disposal, material and labour costs). In all other respects, GEA shall be entitled to the statutory warranty claims and rights without limitation. If the Deliveries are already integrated into the production process at GEA or at GEA's customers, the requirement of a term for subsequent performance is considered unnecessary.
- 11.3. The costs incurred by the Supplier for inspection and rectification shall be borne by the Supplier even if it turns out that there was in fact no defect. The liability of GEA for damages in the event of an unjustified request for rectification of defects shall remain unaffected; however, in this respect, GEA shall only be liable if it has acknowledged or grossly negligently failed to acknowledge that there was no defect in the first place.
- 11.4. A release of a product sample, drawings or other technical documents declared by GEA does not affect the warranty rights of GEA. Payment, inspection or receipt of all or any part of the Deliveries shall not constitute acceptance of the Deliveries by GEA and shall not constitute a waiver of GEA's rights under these Terms.
- 11.5. The legal obligation of GEA to inspect the Deliveries after delivery is limited to the inspection of externally visible transport damage and deviations in identity and quantity, as

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- well as other obvious defects. Notification of defects is in any case timely if it is sent within eight (8) calendar days after receipt of the Deliveries by GEA. In the case of hidden defects, this period runs from the moment of their discovery. GEA shall have no obligations to inspect and notify defects beyond those set out in this paragraph.
- 11.6. GEA shall be entitled to self-repair defects at the Supplier's expense and without prejudice to the Supplier's liability for defects if there is imminent danger or special urgency. In such a case, GEA shall inform the Supplier in advance - as far as possible and reasonable - of the respective defects and the reasons for self-repair.
- 11.7. In addition to defects in title, the following applies:
- 11.7.1. The Supplier guarantees that the Deliveries are free of defects at the time of the transfer of ownership. In particular, the Supplier shall ensure that third parties cannot assert any rights in relation to the Deliveries, in particular no business and industrial property rights such as patent rights, trademark rights, utility models, design rights and copyrights (hereinafter referred to as "IPR") or other restrictions under public law, or that IPR of third parties are infringed within Belgium, if the Supplier has been notified thereof, within the country of destination of the Deliveries. To the extent necessary, the Supplier shall ensure that it has obtained and granted to GEA all rights, licences and authorisations from the holders of the IPR required for the use of the Deliveries by GEA.
- 11.7.2. If a third party brings a claim against GEA for infringement of an IPR in respect of the Deliveries, the Supplier shall - without prejudice to GEA's other rights - at its own cost and discretion either (i) obtain a right of use for the Deliveries, (ii) modify the Deliveries in such a way that the IPR is not infringed or (iii) replace the Deliveries with new Deliveries that do not infringe the IPR.
- 11.7.3. The Supplier is obliged to indemnify and hold GEA harmless against all third party claims in this context - including the associated costs of legal defence. This obligation includes all existing and future claims of third parties brought against GEA.
- 11.8. The following provisions apply in addition to the warranty for defects if the Deliveries (including materials, components or (sub)systems) exhibit a frequency of similar defects that is significantly outside the values usually expected or stated by the Supplier (hereinafter referred to as "Serial Defects"). Unless otherwise agreed in the agreement, a Serial Defect shall be deemed to exist if the number of defective Deliveries resulting from the similar defect exceeds 20% of the Deliveries concerned.
- 11.9. In case of a Serial Defect:
- (i) the Supplier shall, at its own expense, submit and implement a plan to remedy the defect, including measures to compensate for the foreseeable behaviour of other parts of this delivery as a result of the similarity of the damage incurred;
  - (ii) GEA may demand that all Deliveries of the affected batch be replaced unless the Supplier can demonstrate that the Serial Defect is excluded for the rest of the batch;
  - (iii) the Supplier shall bear all costs and expenses incurred by GEA as a result of the replacement of the Deliveries to the extent that the Supplier is responsible for the Serial Defect.
- 11.10. The claims according to article 11.9 expire at the same time as the other warranty claims according to article 12 of these Terms. Apart from this, GEA shall be entitled to the full extent of statutory claims in the event of a Serial Defect for all Deliveries affected by a Serial Defect.
12. Statute of limitations
- 12.1. The limitation period for defect claims is 24 months from knowledge of the defect.
- 12.2. In the case of subsequent performance by means of new delivery or new manufacture or rectification of defects, the limitation period shall begin again upon delivery of the new delivery or manufacture or completion of the rectification work, unless GEA had to assume on the basis of delSupplier's conduct that the Supplier did not consider itself obliged to take the action, but acted only as a gesture of goodwill. This does not apply insofar as Acceptance is required for the new supply or manufacture or rectification. In that case, the limitation period starts again as soon as Acceptance has taken place.
- 12.3. A notification of a defect by GEA within the limitation period suspends the limitation period until GEA and the Supplier reach an agreement on remedying the defect and any consequences; however, the suspension ends six (6) months after the Supplier's final rejection of the notification of the defect. The limitation period for defect claims shall take place at the earliest three (3) months after the end of the suspension, but in no case before the expiry of the limitation period according to Article 12.1.
13. Indemnification and insurance
- 13.1. Without prejudice to other claims, the Supplier shall indemnify and hold harmless GEA and its affiliates within the meaning of article 20 of the Companies and Associations Code, its agents, directors, independent employees and workers shall indemnify and hold harmless GEA against all claims for damages by third parties based on defective Deliveries of the Supplier including but not limited to those in the context of product and producer liability and infringements of IPR rights in connection with the Deliveries and this to the extent the Supplier is responsible for the defective delivery or infringement of IPR. In this regard, the Supplier shall also be obliged to reimburse GEA for all costs and expenses resulting from the fact that GEA is obliged to recall a product, perform a field action, issue a warning or otherwise inform the customers or third parties of GEA due to a defect in the Supplier's Deliveries, unless the Supplier is not responsible for such defect. GEA shall inform the Supplier - to the extent possible and reasonable - of the content and scope of any recall measures. In all other respects, the Supplier shall be liable in accordance with statutory provisions.
- 13.2. Without prejudice to other claims of GEA, the Supplier is obliged to maintain comprehensive product liability insurance with an adequate amount of coverage, but at least in the amount of EUR 5 million per claim event or in the amount of the net purchase order value of the relevant delivery, whichever is higher.
14. Rights to documents and records, confidentiality
- 14.1. To the extent that GEA provides the Supplier with illustrations, moulds, templates, samples, designs or design proposals, drawings, know-how, business or technical documents, software, calculations or other documents and records (hereinafter referred to as "Documents"), GEA reserves all ownership and industrial property rights thereon, such as patent, trademark, utility model and design rights, as well as copyrights. The Supplier may only use the Documents without the prior consent of GEA insofar as this is absolutely necessary for the respective contractually intended purpose. Ownership, including copyright, of the Documents remains with GEA.
- 14.2. The Supplier is obliged to maintain the confidentiality vis-à-vis third parties of all technical, operational and business information received from GEA under or in connection with the agreement that a prudent professional would consider confidential, in particular know-how and trade secrets, (hereinafter referred to as "Confidential Information"), unless the Confidential Information, (i) is generally known or becomes generally known without the Supplier having breached any such confidentiality obligations, (ii) was demonstrably already lawfully known to the Supplier prior to receipt and without any obligation of confidentiality, (iii) is lawfully disclosed to the Supplier by third parties without any obligation of confidentiality, or (iv) to the extent that GEA has previously given its written consent to the disclosure of the Confidential Information. The confidentiality obligation shall apply regardless of how the respective Confidential Information was made available, whether orally, in writing or by any other means. The confidentiality obligation also applies to designs, drawings, descriptions, specifications, electronic media, software and related documentation, samples and prototypes.

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- 14.3. Confidential Information may only be used, reproduced and exploited by the Supplier in connection with and for the purposes of the agreement entered into with GEA and may only be made accessible to those persons in the Supplier's business who necessarily need to know for the purposes of the Deliveries to GEA and who, prior to the disclosure of the Confidential Information, are similarly bound by these confidentiality provisions. The Supplier undertakes to take all necessary measures to ensure that Confidential Information is not made available to third parties without the express prior written consent of GEA. At the request of GEA, all Confidential Information originating from GEA shall be immediately returned in full to GEA or destroyed to the extent technically feasible.
- 14.4. The Supplier may disclose Confidential Information to the extent it is required to do so as a result of an official or court order or mandatory legal provisions or to the extent necessary to enforce its rights under the agreement entered into with GEA. However, if the Supplier is required to disclose Confidential Information, the Supplier shall immediately inform GEA so that GEA is able to take appropriate steps, if necessary together with the Supplier, to protect the confidentiality of the Confidential Information to be disclosed. In any event, the Supplier shall make reasonable efforts to obtain assurance as to the confidential treatment of the Confidential Information. Confidential Information so disclosed shall be marked as "Confidential" or, where applicable, with another appropriate marking, such as "Personal & Confidential" or something similar.
- 14.5. The confidentiality obligation under this clause 14 of these Terms applies during the agreement and (i) in respect of trade secrets (as defined by law) as long as they have not been disclosed by GEA and (ii) in respect of other Confidential Information that does not constitute trade secrets for a period of five (5) years after termination of the agreement, regardless of the reason for termination.
15. Force majeure
- 15.1. Force majeure events entitle GEA to postpone the performance of its obligations for the duration of the impediment caused by the force majeure and an additional reasonable start-up period. Force majeure events are deemed to include all events for which GEA is not responsible and which cannot be averted, in particular monetary or trade policy or other governmental measures, strikes, lockouts, significant operational disruptions (e.g. fire, machinery breakdown, shortage of raw materials or energy) as well as obstruction of traffic routes - in each case of more than short duration - that make the performance of GEA's obligations significantly more difficult or impossible. If events of force majeure or equivalent events last for at least two (2) months, both GEA and the Supplier shall have the right to withdraw from the contract free of charge. GEA shall notify the Supplier of the occurrence and end of such events as soon as possible.
16. Export control
- 16.1. The parties are aware that the Deliveries may be subject to export and import restrictions. In particular, licensing requirements may exist and/or the use of the Deliveries may be subject to restrictions abroad. The Supplier shall comply with all applicable export and import control regulations, customs and foreign trade regulations and correspondingly applicable laws, regulations and requirements (hereinafter referred to as "**Foreign Trade Regulations**") and shall ensure that all import and export permits or licences required for the performance of its obligations are obtained.
- 16.2. The Supplier shall promptly provide GEA in writing with all information and data required by GEA or GEA's customer to comply with all Foreign Trade Regulations. For each shipment, the Supplier shall provide GEA with at least the following export control information and foreign trade data:
- The eight-digit customs tariff number of the goods to be shipped;
  - the country of origin (non-preferential origin);
  - at the request of GEA:
    - o Supplier's declaration of preferential origin;
    - o other proof of preference;
  - if the delivered goods are subject to restrictions under an applicable foreign trade regulation (e.g. EU Dual-Use List / US Commerce Control List), further detailed information, including the relevant goods list number.
- 16.3. The Supplier shall provide GEA with the required export control information and foreign trade data as early as possible, in case of goods or services requiring an export licence, at the latest with the written order confirmation. In all other cases, the required export control information and foreign trade data must be provided to GEA no later than three (3) Banking Days prior to dispatch of the Deliveries. If the information and data cannot be provided in time, the Delivery or the Contract respectively shall be deemed not to have been fulfilled. If a Delivery is wholly or partially subject to export restrictions due to national or international regulations, the L-Supplier shall inform GEA thereof without delay.
- 16.4. The performance of the agreement by GEA is subject to the condition that there are no impediments to performance as a result of Foreign Trade Regulations or embargoes and/or other similar sanctions or legal regulations that impede performance.
17. Origin of goods
- 17.1. The Supplier shall indicate the country of origin of the goods in the commercial documents (in particular on the delivery note and invoice) and provide a certificate of origin or a proof of origin on the origin of the everlings or a (long-term) Supplier's Declaration at the request of GEA free of charge, respectively.
- 17.2. The Deliveries must meet the Terms of origin of the bi- or multilateral preferential agreements or the unilateral Terms of origin of the Generalised System of Preferences (GSP), provided that the Deliveries fall within the scope of such trade in goods.
18. REACH
- 18.1. Hazardous products must be packaged, labelled and shipped in accordance with relevant national and international regulations. In particular, the Supplier must comply with the Supplier's obligations under EC Regulation 1907/2006 (hereinafter "**REACH**") and provide a safety data sheet in accordance with REACH in the language of the country of destination.
- 18.2. The Supplier shall ensure that all ingredients of the Deliveries are effectively pre-registered, registered or exempt from registration and, where relevant, authorised in accordance with the relevant requirements of REACH for the uses notified to it by GEA. GEA is not obliged to obtain an authorisation under REACH for any Supply by the Supplier.
- 18.3. The Supplier further warrants that it will not supply Deliveries containing substances pursuant to
- (i) Annexes 1 to 9 of REACH, as amended from time to time;
  - (ii) Council Decision 2006/507/EC (Stockholm Convention on Persistent Organic Pollutants), as amended from time to time;
  - (iii) EC Regulation 1005/2009 on substances that deplete the ozone layer, as amended from time to time;
  - (iv) (RoHS (2002/95/EC) for products in accordance with their scope of application.
- In doing so, the CE standards as contained in EU Regulation 765/2008 must always be observed.
- 18.4. If the Deliveries contain substances on the so-called "Candidate List of Substances of Very High Concern" (SVHC list) according to REACH, the Supplier must notify this immediately. This also applies if the current Deliveries add substances to this list that were not already on the list. The current list can be viewed at <https://echa.europa.eu/candidate-list-table>.
- 18.5. In addition, the Deliveries must not contain asbestos, biocides or radioactive material. If the Deliveries contain these substances, GEA must be notified in writing before delivery, specifying the substance and its identification number (e.g. CAS) and a current safety data sheet of the Deliveries. The Supply will then require a separate release by GEA.

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- 18.6. The Supplier shall be obliged to indemnify and hold GEA harmless from any liability in connection with the Supplier's non-compliance with the above regulations or compensate GEA for any damages suffered by GEA as a result of or in connection with the Supplier's non-compliance with the regulations.
19. Subcontractors and transfer to third parties
- 19.1. The Supplier shall not be entitled to have the Deliveries performed by subcontractors without the prior written consent of GEA. Transport persons are not considered subcontractors.
- 19.2. The Supplier shall be responsible for the careful selection and supervision, for the performance of its obligations under the agreement and for the acts and omissions of its subcontractors. Notwithstanding the foregoing, the Supplier shall ensure that, including in the case of permissible subcontracting, at least the obligations under the agreement and these Terms are also imposed on its subcontractors.
- 19.3. If any personnel are working on GEA's premises on behalf of the Supplier, the Supplier shall require such personnel to comply with the applicable regulations, in particular regulations on accident prevention, safety, fire protection, environmental protection and hygiene.
- 19.4. The Supplier shall not be entitled to assign claims arising from the contractual relationship with GEA to third parties without the prior written consent of GEA.
20. Minimum wage
- 20.1. The Supplier is obliged to pay its employees employed by it for the performance of the Deliveries under the agreement at least the minimum wage according to the applicable collective bargaining agreements (hereinafter referred to as "**Collective Bargaining Agreements**"). The Supplier shall indemnify and hold GEA harmless against any claims brought against GEA in the event of a breach of the provisions of the Collective Bargaining Agreements by the Supplier or its subcontractors.
- 20.2. Notwithstanding any other rights of termination and withdrawal, GEA has the right to withdraw from the agreement or to terminate the agreement if the Supplier and/or its subcontractors violate the Collective Bargaining agreements. The Supplier shall compensate all damages resulting from the withdrawal or termination. In all other respects, the statutory provisions shall apply.
- 20.3. GEA shall have the right at any time to require the Supplier to provide written confirmation of the payment of the minimum wage, as well as to require the Supplier to provide appropriate evidence to verify compliance with this article 20, such as in particular minimum wage statements from the Supplier's employees, confirmations from the tax consultant or from the Supplier's accountant/auditor.
21. Corporate social responsibility and data protection
- 21.1. The Supplier undertakes to comply with GEA's Code of Conduct, which is incorporated by reference as part of the agreement and available on GEA's website (<https://www.gea.com/en/company/suppliers/code-of-conduct/index.jsp>), as well as GEA's registered Supplier Requirements, and shall ensure that its directors, officers, managers, employees, Suppliers and subcontractors are legally bound by a similar compliance obligation. Any breach of this obligation entitles GEA to full compensation and immediate termination of the contractual relationship at any time, without any liability to the Supplier.
- 21.2. The Supplier undertakes to comply with applicable data protection regulations, in particular the European Data Protection Regulation (VO (EU) 2016/679) and the General Data Protection Regulation as amended from time to time, when initiating and performing the agreement. If the Supplier subcontracts parts of its contractual obligations, the Supplier shall ensure through appropriate subcontracting design that the subcontractors also comply with the aforementioned obligations.
- 21.3. The Supplier shall act in accordance with all applicable laws, including, but not limited to, data protection laws and all laws, regulations and guidelines relating to information security, cyber security and IT security. The Supplier maintains appropriate technical and organisational security measures in its business area to ensure information security at all times. These include appropriate management systems and compliance with customary industry standards. Both parties undertake to take all necessary technical and organisational measures for data security when processing personal data.
22. Applicable law and jurisdiction
- 22.1. These Terms and the agreement between GEA and the Supplier resulting from and relating to the contractual relationship shall be governed exclusively by Belgian law. The United Nations Convention on Contracts for the International Sale of Goods (CISG [Convention of Contracts for the International Sales of Goods] - Vienna Sales Convention) and the provisions of private international law shall not apply to the extent permitted under applicable law.
- 22.2. In case of disputes, it is agreed that the courts of the location of the registered office of GEA will have exclusive jurisdiction.
- 22.3. The Supplier shall continue to comply fully and unconditionally with all its contractual obligations, irrespective of any pending litigation or related proceedings.
23. Varia
- 23.1. The Supplier shall perform the Deliveries and Services as an independent contractor on market terms. Under no circumstances shall the relationship between the parties be construed as that of principal/agent, employer/employee, partnership or similar relationship. The Supplier shall not impersonate GEA or act on behalf of GEA.
- 23.2. If one or more provisions of these Terms or parts thereof are or become invalid, this shall not affect the remaining provisions or parts thereof.
- 23.3. The place of performance for Deliveries without installation and assembly is the Place of Delivery specified by GEA. The place of performance for Deliveries with installation and assembly shall be the location where the Deliveries are to be installed and assembled. The place of performance for subsequent performance is the location of the respective Deliveries, in case of doubt the delivery address specified by GEA.

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## B. Special Terms for the provision of work services

### 24. General

The following special Terms for the performance of services shall, in addition to the Terms under letter A, apply to all contracts between GEA and the Supplier concerning work services.

### 25. Provision of services

25.1. The work services to be provided under the purchase order include all measures necessary to deliver the work services due under the contract. The work services, including the associated Deliveries, must be performed in accordance with the current state of the art and the relevant provisions of authorities and professional associations, regulations and laws. In particular, this includes

- (i) Occupational health and safety and accident prevention rules,
- (ii) DIN, EN, ISO
- (iii) VDMA,
- (iv) VDE,
- (v) manufacturer's instructions; and
- (vi) internal regulations of GEA (if applicable).

If in individual cases deviations from the above regulations are necessary, the Supplier must obtain the written consent of GEA. The Supplier's warranty and liability shall not be affected by such consent. If technical modifications are ordered in connection with services, machine parts and elements must be designed and arranged in such a way that they can be easily and quickly inspected, maintained and repaired. Wear parts should be designed for high load times.

25.2. Insofar as the Supplier has the services performed by its own employees, it is responsible for ensuring that the services are performed only by employees with the necessary skills, experience and qualifications.

25.3. The information provided by GEA in the purchase order and any accompanying documents must be checked by the Supplier on its own responsibility. The Supplier must immediately point out to GEA any ambiguities and inconsistencies in the documents relating to the performance of the services (e.g. with regard to the standards to be met, the materials to be used or inconsistencies between textual descriptions and drawings, etc.). The Supplier must coordinate the performance of the services with GEA's responsible technical contact before the work begins. The Supplier's overall responsibility remains unaffected.

25.4. The Supplier must inspect the condition of the construction site upon commencement of performance of the services to determine whether the services can be performed without risk and defects occurring later. Objections must be made known to GEA in writing before commencement of the performance of the services, provided that the causes of the objections are identifiable before commencement of the performance of such services.

25.5. The performance of services by the Supplier shall in any case take place independently and under its own responsibility. The organisation of the work (in particular with regard to the deployment of personnel and the time sequence) shall be the sole responsibility of the Supplier. All equipment, tools and professional clothing, including the protective equipment necessary for the performance of the order, shall be provided by the Supplier.

25.6. The Supplier is required to submit weekly progress reports. Reporting will continue until the Supplier has completed all work to complete the work to be erected in accordance with the agreement and GEA has accepted the prepared work.

25.7. Both parties shall ensure separation of duties and personnel at all times. They shall ensure that the services are performed exclusively by employees of the Supplier (and, to the extent permitted, employees of subcontractors). Neither party undertakes, even for a short period of time, to use employees of the other party for its own tasks and purposes. Direct cooperation in the sense of joint performance of services for other tasks is fundamentally excluded.

25.8. The Supplier and its employees (and to the extent permitted employees of subcontractors) are not authorised to give instructions of any kind to employees of GEA. GEA and its employees are also not authorised to give instructions to employees of the Supplier (and to the extent permitted employees of subcontractors).

### 26. Acceptance

The erected work is subject to Acceptance in accordance with legal provisions.

### 27. Warranty

27.1. Deviating from article 11.2 the option of subsequent performance in the form of rectifying defects or producing a new work lies with the Supplier. Otherwise, the rights and obligations of the Supplier shall be governed by the statutory provisions.

27.2. Article 11.5 shall not apply to contracts for work and services.

27.3. Notwithstanding Article 11.6 GEA shall have the right, after the expiry of a reasonable period given to the Supplier to remedy the defect, to remedy the defect itself at the Supplier's expense and without prejudice to the Supplier's liability for defects. A reasonable time shall not apply to the extent that the Supplier seriously and definitely refuses subsequent performance. In all other respects, the rights and obligations of GEA shall be subject to the statutory provisions.

### 28. Insurance

The Supplier warrants that it has adequate insurance cover for liability cases that may arise in connection with the performance of this agreement and the performance of the Services. In particular, the Supplier undertakes to take out and maintain at its own expense the following insurance cover until the completion of the performance of the Services:

- (i) professional liability insurance providing cover up to at least the amount of damage suffered or the extent of the works;
- (ii) assembly insurance, which provides cover up to at least the amount of damage suffered or the extent of the works;

### 29. Termination

29.1. GEA may terminate the agreement at any time as contained in Article 1794 (old) Civil Code until the completion of the work. The Supplier is entitled to claim the agreed compensation in accordance with the legal provisions.

29.2. The right of the parties to terminate the agreement in an extraordinary manner for good cause shall remain unaffected.

29.3. If GEA terminates the agreement for good cause within the meaning of article 29.2, the Supplier may claim the agreed remuneration for the work already completed, unless the part of the work already completed is not usable by GEA or cannot reasonably be required by GEA to use it.

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## C. Special Terms - Software

### 30. General

30.1. If the Deliveries contain software, the following special Terms for software (hereinafter referred to as the "**Software**") shall apply to all Contracts between GEA and the Supplier in addition to the Terms under letter A and/or B.

### 31. Supply of software

31.1. The Software shall be delivered free of charge in a current and readable format in accordance with the state of the art, unless a specific format has been agreed in the contract. Prior to delivery, the Supplier shall check the Software or the data carriers with a state-of-the-art virus scanning programme and ensure that the Software and/or data carriers do not contain any malware (software with malicious functions), computer viruses, Trojan horses, or the like. Prior to delivery, the Supplier shall ensure and prove to GEA through state-of-the-art software security testing that the Software does not contain any critical vulnerabilities that could harm the integrity and confidentiality of the systems and data of GEA, its customers or those of connected third parties.

31.2. As far as possible, the Software is provided with open interfaces, including a detailed functional description and a description of the communication interfaces between the Software and other Software and hardware interacting with it. The aim is to enable GEA and/or GEA's customer to correct, on its own or with the assistance of third parties, any errors and to maintain, operate, modify and/or further develop the Deliveries and the Software provided by the Supplier, including in connection with outsourcing, directly and without the Supplier's assistance. The purpose is also to ensure that the Supplier's Software and the other components of the Deliveries are compatible with products supplied by a third party to GEA and/or the customers of GEA. The Supplier shall therefore ensure that all Software supplied is accompanied by source code that is of a quality that meets the standards of good IT practice and enables persons with the necessary skills to carry out the above activities directly.

31.3. In addition to the above, the Supplier shall provide such technical advice, data and documentation to enable GEA, the customers of GEA and/or third parties to maintain or further develop the Software if required. The documentation must - as described in detail in Clause 31.4 - be sufficiently detailed and designed to enable persons with the required knowledge to maintain and further develop the Software with the source code.

31.4. The Supplier shall also provide the complete documentation necessary or appropriate for the use of the Software. For Software components, the documentation shall consist of user documentation, summary description and technical documentation. The user documentation for installation and administration should describe all necessary processes in such a way that they can be understood by trained persons. In addition, the documentation should also describe typical and foreseeable fault situations and how they can be remedied. The documentation must comply with the standards that were common at the time the software was installed. The documentation must be provided to GEA free of charge in machine-readable form and in the language specified in the purchase order, as well as in English.

31.5. GEA has the right to copy and use the documentation for the purposes of the contract, in particular also for resale to GEA's customers and for training purposes, as required.

### 32. Open source software

32.1. The use of open source software is not permitted without the prior written consent of GEA. In this context, open source software is any software distributed under open source software usage and licence terms, the obligations of which, as a condition for the processing and/or distribution of such software and/or any other software related thereto, derived from it or distributed together with it, include the distribution or disclosure of the source code of the Software ("**Open Source Software**"). If the Supplier intends to use Open Source Software, it must inform GEA in advance of the associated licence terms and hand them over to GEA in

advance. The handover of the licence terms for Open Source Software is an essential contractual obligation of the Supplier if Open Source Software is used. The Supplier guarantees that the use of Open Source Software does not impair the contractual or intended use of the Deliveries.

32.2. The Supplier warrants that the Software does not include any Open Source Software in the Deliveries, unless the Supplier has provided the specific licence terms for the Open Source Software in the language specified in the purchase order and in English to GEA prior to the conclusion of the agreement and GEA has given its written consent to the use and supply of the Open Source Software after becoming aware of the licence terms and prior to the use of the Open Source Software. In this case, the Supplier warrants to GEA that the Open Source Software accepted by GEA is the only Software included in the Deliveries that falls within the definition of Open Source Software as set out above. The Supplier further represents and warrants to GEA that all licence obligations existing in respect of the Open Source Software accepted by GEA have been fully complied with by the Supplier. Finally, the Supplier warrants to GEA that it has provided GEA with all relevant licence texts and all necessary source codes as well as build scripts for each version of the Open Source Software provided to GEA to enable GEA, as well as the distributors and the customers of GEA to create an executable version of such Open Source Software.

32.3. In the event of a breach of this Clause 3, the Supplier shall, notwithstanding any limitation of liability clause in this agreement, indemnify GEA against and defend all claims, damages, losses and costs incurred by GEA as a result of the breach of this Clause 3. This indemnification obligation shall also apply to all distributors and customers of GEA in respect of claims made against them and damages, losses and costs incurred by them.

### 33. Right of use, licence

33.1. The Supplier allows GEA to market and resell the Software and any associated hardware separately or as part of a package to its customers.

33.2. Unless otherwise agreed, the Supplier grants to GEA and the clients of GEA a non-exclusive, transferable, sub-licensable and irrevocable right of use, unlimited in time, space and content, to use the Software in all hardware and, if applicable, with other software or, if applicable, to have it used by third parties for GEA and the clients of GEA (e.g. as outsourcing or hosting) when supplying or making available the Software. In the latter case, GEA shall inform the Supplier in writing in advance and, at the Supplier's request, provide the latter with the third party's declaration that the Software will be kept secret and used exclusively for the purposes of GEA, or the customers of GEA. This also applies in any case to patches, updates, upgrades and new versions of the Software provided by the Supplier, as well as the associated documentation.

33.3. In particular, the Supplier grants GEA the non-exclusive, transferable, sublicensable, irrevocable, unlimited in time and geographically unlimited right:

(i) to use and allow the Software itself to be used, in particular to reproduce the Software to connect it to other software and/or hardware, to make backup copies and to install, load, display and execute it on hardware; and

(ii) to distribute and make accessible the Software itself or through third parties stand-alone or in combination with other software and/or hardware through any medium, including online, and to sublicense the rights set out in Articles 4.2 and 4.3 to the distributors of GEA, as well as to the customers of GEA with the right to further sublicense.