

## General Purchasing Conditions of REFCO Manufacturing Ltd.

### 1. Scope

- 1.1 These purchasing conditions apply to all business transactions between REFCO and its suppliers, even if they are not specifically referred to in subsequent orders or contracts.
- 1.2 Any additional agreements or agreements deviating from these purchasing conditions that are made between REFCO and its suppliers shall be listed in the contract or order. This also applies to the cancellation of these conditions or any part thereof. Any conditions that deviate from these terms and conditions shall only apply if they have been expressly confirmed in writing by REFCO.
- 1.3 Any rights above and beyond these conditions that are due to REFCO pursuant to legal provisions shall remain unaffected.

### 2. Conclusion of Contract / Order and Changes

- 2.1 An order or a contract is binding only if provided in writing by REFCO or, in the case of a verbal order, properly confirmed in writing by REFCO (by letter, email or fax). This also applies to changes to an order or a contract.
- 2.2 Orders with obvious errors are not binding upon REFCO.
- 2.3 Should it become evident during the execution of the contract / order that deviations from the specifications originally agreed are necessary or appropriate, the supplier shall notify REFCO without delay and make suggestions with respect to changes. REFCO shall then advise the supplier what changes to the original order the latter should make.
- 2.4 Confirmations of orders, shipping notes, bills of lading, delivery slips, invoices and other correspondence from the supplier must contain, in particular, REFCO's item, order and position numbers as well as the order date.

### 3. Delivery

- 3.1 The supplier shall observe REFCO's instructions for the shipment of goods. In particular, the goods must be packed in such a way that damage during transport is avoided.
- 3.2 Only the amount of packaging materials necessary for this shall be used. All packaging materials must be environmentally friendly and recyclable (for example, no Styrofoam or similar materials).
- 3.3 The supplier shall mark the packaging with the REFCO item no., the order no., the order date and the delivery volume. A delivery slip in duplicate shall be enclosed with all deliveries.
- 3.4 If it has been agreed that REFCO will cover the costs of transport, REFCO is responsible for organizing the transport. In this case, the supplier shall inform REFCO, with an indication of weight and dimensions, when the shipment is ready for delivery.
- 3.5 The agreed upon delivery periods and dates are binding. Should the supplier realize that the delivery cannot be made on time, it must inform REFCO immediately in writing, indicating the reasons for and the duration of the delay. In the case of a delay in delivery, REFCO is entitled to cancel the order / contract regardless of whether the supplier is at fault.

### 4. Environmental Provisions

- 4.1 The supplier guarantees adherence to the environmental provisions, directives and standards relevant to the manufacture, transport, use and disposal of the goods. The supplier undertakes to use environmentally sound materials and production processes for the manufacture of the goods.
- 4.2 The supplier undertakes to set up, implement and maintain an environmental management system that meets the ISO14001 standards. If a certification is in place, the certification shall be presented to REFCO regularly on the supplier's own initiative.

### 5. Child Labour

- 5.1 The supplier confirms adherence to existing national laws regulating child labour in the context of production of the goods supplied to REFCO. If there is no such law in the supplier's country, no children under the age of 14 years may be involved in the production. The minimum age for dangerous work is 18 years.
- 5.2 The supplier must take into consideration that this provision applies to the entire production process, including all preliminary stages, and includes sub-contractors and sub-suppliers.

### 6. Prices and Payment

- 6.1 The price indicated in the order shall be binding. Unless otherwise agreed, the price includes the costs of packaging and transport to the delivery address indicated by REFCO.
- 6.2 REFCO shall receive the invoice in duplicate. Unless invoices and delivery slips include REFCO item, order and position numbers, they shall be deemed not received on the grounds of being impossible to process.
- 6.3 Payment shall be made as agreed upon in the order. Unless otherwise agreed, payment shall be made within 30 days net or 10 days with a 3% discount. The payment period begins after the complete rectification of any defects. If the supplier must provide any technical certificates, inspection protocols, attestations or other documents, acceptance of the goods also assumes receipt of these documents.

### 7. Hazardous Materials / CE Conformity

- 7.1 RoHS and WEEE: The supplier must adhere to the provisions of the European Community's directives regarding the use of certain hazardous substances in electric and electronic equipment (Restriction of Hazardous Substances – RoHS) and regarding waste from electrical and electronic equipment (WEEE), and confirm RoHS conformity on the delivery slip.
- 7.2 REACH - The supplier assures compliance with EU requirements with regard to the REACH regulation on chemicals in the version in effect at the time, especially that the substances have been registered.
- If the goods delivered contain substances that are listed on the "Candidate List of Substances of Very High Concern" (SVHC list) as per REACH, the supplier is obligated to communicate this fact immediately. The current list can be viewed at:  
[http://echa.europa.eu/chem\\_data/authorisation\\_process/candidate\\_list\\_table\\_en.asp](http://echa.europa.eu/chem_data/authorisation_process/candidate_list_table_en.asp)  
 Furthermore, the products may not contain any asbestos, biocides or radioactive material.

If these materials are contained in the products delivered to REFCO, this shall be communicated to REFCO in writing prior to delivery, with an indication of the material and the identification number (e.g. CAS) and a current safety data sheet for the product to be delivered. Delivery of these products requires special clearance from REFCO.

7.3 CE conformity – The delivered products must comply with all legal provisions, directives and standards that relate to the product in question. Should the product require a manufacturer's declaration or a declaration of conformity (CE) in accordance with the EC Machinery Directive, the supplier shall issue these declarations and make them available upon request at its own expense.

7.4 In the case of a violation of obligations arising from paragraphs 7.1, 7.2 and 7.3, reference is made to item 8.

### 8. Guarantees and Claims for Defects

- 8.1 The supplier guarantees that the delivered goods conform to state-of-the-art technology, the relevant legal provisions and the regulations and directives issued by authorities, industrial and trade associations. If the supplier has any concerns in respect of the type of execution requested by REFCO, the supplier shall notify REFCO in writing without delay.
- 8.2 The goods must correspond to the agreed upon specifications and drawings. REFCO shall report visible defects to the supplier within two weeks after receipt of the goods and hidden defects within two weeks after they are discovered. For shipments that are made up of a large number of identical items, REFCO shall only test an appropriate proportion of the goods for defects. If individual random samples of a shipment are defective, REFCO may choose to reject acceptance thereof or have the defective parts separated out or repaired at REFCO. REFCO shall be entitled to claim for expenses that arise from defective deliveries by suppliers.
- 8.3 The supplier is obligated to maintain a suitable quality assurance system and to manufacture and check the goods to be delivered in accordance with this system.

### 9. Product Liability

- 9.1 The supplier is obligated to indemnify REFCO against claims by third parties, if and to the extent that the supplier is responsible for the product defects and incurred damage under the principles of product liability law.
- 9.2 Within the scope of this obligation to indemnify, the supplier must in particular also reimburse REFCO for expenses that arise in connection with any warning, exchange or recall action conducted by REFCO.
- 9.3 The supplier is obligated to take out and maintain product liability insurance with an amount of coverage appropriate to the products.

### 10. Third-Party Property Rights

- 10.1 The supplier guarantees that the delivery and use of the goods shall not result in the infringement of any patents, licenses or other third-party property rights.
- 10.2 If a claim is brought against REFCO or its customers by a third party for violation of such rights based on delivery and use of the goods, the supplier is obligated to indemnify REFCO against such claims.

### 11. Ownership of Manufacturing Resources

- 11.1 REFCO shall retain ownership of samples, models, drawings, artwork, tools, software and other objects that REFCO makes available to the supplier for the manufacture of the ordered goods or for other reasons.
- 11.2 REFCO owns all manufacturing resources that the supplier has produced for the manufacture of products in exchange for payment by REFCO.
- 11.3 Manufacturing resources owned by REFCO may only be used for the production of REFCO orders. Upon request, such manufacturing resources must be handed over to REFCO at no charge. The supplier is obligated to handle manufacturing resources owned by REFCO carefully and to store them separately.

### 12. Confidentiality

- 12.1 With regard to the collaboration between REFCO and its suppliers, it is possible that information, technical specifications and technical inputs requiring adherence to confidentiality may be provided. In order to facilitate the necessary openness, the supplier guarantees:
- Not to pass on to third parties any technical or business-related information and documents that the supplier receives and that must be kept confidential.
  - The supplier is only permitted to pass on REFCO's technical or business-related information and documents to third parties after written authorization by REFCO.
  - Technical knowledge that is used in the products by means of inputs from REFCO within the scope of the business relationship may not be used for third-party products in the area of refrigeration / climate control.
  - Samples or other materials that REFCO makes available to the supplier may only be used for the purposes specified in that particular case. In particular, such samples or materials may not be passed on to third parties.

### 13. Final Provisions

- 13.1 All disputes arising from the business relationship between REFCO and the supplier will be settled by the competent courts at the registered address of REFCO Manufacturing Ltd., Switzerland. REFCO is also entitled to bring claims at the supplier's registered address or in any other admissible place of jurisdiction.