

Article 1 - Scope

1. These general purchasing conditions ("GPC") apply to the procurement of goods, items, services and works (including software and data) ("Products") by BSH. This includes requests, quotations, offers, orders, purchase orders, order confirmations, agreements and other legal actions relating to the supply of Products by the Supplier to BSH.
2. "BSH" means the BSH Group company acquiring the Product pursuant to these GPC. "Supplier" means the party that agrees with BSH to supply the Product. "Parties" means BSH and the Supplier.
3. The GPC apply exclusively to natural persons or legal persons, that supply the Product in the framework of their commercial or independent professional activity.
4. Deviating conditions of the Supplier shall only apply if and insofar as BSH has expressly accepted them in writing. Silence on the part of BSH regarding deviating conditions does not constitute acknowledgement or consent, even if BSH accepts a Product without reservation and with full knowledge of the facts.
5. In addition to these GPC, separate conditions of BSH may apply, depending on the Products ordered.
6. Legally binding statements by BSH in connection with the contractual relationship must be made in writing. Insofar as the law does not specify a stricter form, the written form requirements as stated in these GPC are fulfilled with communication by e-mail or another form of remote data transmission ("in writing").
7. In case of discrepancy between the provisions of the GPC and the provisions of an agreement, the provisions of the agreement will prevail, unless the Parties agree otherwise in writing.

Article 2 - Order / Conclusion of an agreement

1. Quotations from the Supplier are irrevocable, unless the quotation unambiguously shows that they are without obligation.
2. An agreement between BSH and Supplier is only established at the moment BSH issues a purchase order (PO) to Supplier.
3. Orders shall be placed in writing by the BSH order centre. Changes to orders or other agreements must be communicated in writing in accordance with Article 6 GPC.
4. Orders shall be deemed to have been accepted by the Supplier if the Supplier does not object in writing within 5 calendar days, provided that BSH has expressly stated this legal effect in the order/tender. Acceptance of the order in accordance with this article is deemed to be the formation of the agreement for the subject of the order.

Article 3 - Delivery / Transfer of risk / Packaging material

1. Unless otherwise agreed, the Supplier's Products shall be deemed to be delivered in accordance with DAP (Incoterms 2020) at the agreed points of receipt, including packaging. The Supplier shall agree the method of transport with BSH.
2. In accordance with the agreed DAP (Incoterms 2020), risk shall pass on delivery of the Products. Contrary to this, the risk passes at the moment of acceptance by BSH if the delivery also includes the installation or assembly of the Products.
3. During delivery of the Products, the Supplier shall provide BSH with all documents (in the local language of the place of installation, or in English) necessary for safe operation and/or included in the respective specifications.
4. Unless agreed in writing, the Supplier is not entitled to make partial deliveries.
5. The Supplier is not entitled to suspend its delivery obligation if BSH fails to fulfil any of its obligations.

Article 4 - Products and activities

1. The Supplier provides its Products in its own name and for its own account as an independent entrepreneur. The personnel of the Supplier shall not be subject to any authority of BSH in the performance of the work. No relationship of subordination arises between the Parties. The Supplier is not authorised to represent BSH in legal actions unless specifically agreed in writing.
2. If the Supplier is a freelancer (ZZP-er), he/she may - unless personal performance has been agreed - engage third parties to provide the Products. This does not apply if there is a significant reason to exclude a third party. A significant reason shall in particular exist if the third parties engaged by the Supplier do not have the qualifications and professional experience required for the contractual provision of the Products, or if the conditions imposed by data protection regulations on the engagement of third parties are not met.
3. If the Supplier provides Products that are important for the security or infrastructure on BSH's premises, the Supplier must carry out a corresponding risk assessment and make it available to BSH. Equipment or work systems (including IT infrastructure) to be checked must - if necessary - have been tested. If hazardous substances are handled, the relevant safety information materials must be readily available during the provision of the Product.
4. If documents are required for the use of the Product, the Supplier shall hand them over to BSH, even if this has not been expressly agreed.
5. The Supplier shall ensure that it only employs employees and subcontractors that are not on any (inter)national sanctions list.

6. The provisions of Article 4 GPC also apply to deliveries that include the placement, installation or assembly of Products.

Article 5 - Acceptance of Products regarding works

1. For Products concerning works, BSH and the Supplier shall agree on a delivery date. If no delivery date is agreed, delivery shall take place after completion of the works.
2. The Products concerning works will be verified by BSH after delivery. BSH will accept the Products if they are free of Defects (see Article 11 GPC).
3. Tacit or assumed acceptance by BSH is expressly excluded. Acceptance must be in writing. The only exception to this rule is if BSH uses the delivered works for commercial purposes for longer than 14 calendar days for the intended purpose, outside the agreed verification and testing processes and/or procedures.

Article 6 - Change request / Additional expenditure

1. BSH is entitled to request changes to the subject matter of the Products, even after the conclusion of an agreement, if such changes are technically and logically reasonable for the Supplier, taking into account the Supplier's activity and know-how, as well as the state of the order, objectively considered. The Supplier shall promptly examine BSH's request for change and confirm in writing to BSH as soon as possible whether the requested change is technically and/or logically possible and appropriate, and what effect the request for change will have on the previously agreed contract structure, such as purpose, deadlines, dates, acceptance conditions and remuneration, in the form of an offer. BSH will then inform the Supplier in writing as soon as possible of its decision whether or not to implement the change.
2. With the positive decision and agreement on the change to the contract terms, the change to the order becomes an integral part of the agreement.
3. Additional costs and fees will only be paid if payment is expressly agreed in the amendment agreement.

Article 7 - Compensation

1. BSH shall pay the Supplier the agreed remuneration. Unless otherwise agreed in writing, the agreed remuneration covers all Products to be delivered by the Supplier and other related costs, as well as the transfer and/or granting of rights in accordance with Article 13 GPC.
2. Supplier's domestic and foreign travel expenses will only be reimbursed if expressly agreed in writing. Payment shall only be made on presentation of a valid invoice and copies of receipts. Exceptions to this rule require prior written consent of BSH.
3. The Supplier is at all times obliged to inform BSH of (upcoming) price changes as soon as possible and no later than 60 days prior to commencement, even before an agreement between them has been concluded.
4. The prices quoted by the Supplier in its quotation are binding and cannot be increased thereafter other than with the written consent of BSH. After the conclusion of the agreement, the agreed prices cannot be increased under any circumstances.

Article 8 - Payments and invoices

1. Unless otherwise agreed in writing, payments shall be made net without discount after 60 calendar days. The payment period shall commence as soon as the Product has been delivered in full and accepted by BSH, and BSH has received the properly prepared invoice. An invoice shall only be deemed to have been duly issued if it complies with the statutory provisions and contains BSH's order number.
2. Payments do not constitute BSH's acknowledgement that the Products are in accordance with the agreement.
3. The Supplier shall be responsible for the correct taxation of all payments by BSH. The compensation shall be increased by the statutory VAT if and to the extent that the Products are subject to VAT and provided that the Supplier issues a proper invoice in accordance with the provisions of the applicable VAT legislation. If it appears that the Products are not subject to VAT, the Supplier shall immediately reimburse BSH for the VAT unduly paid, waiving the objection of inadmissibility.
4. To the extent the payment is subject to withholding tax under applicable tax laws, BSH shall withhold and remit the statutory taxes to the relevant authority. In case the payment is exempt from tax or qualifies for a reduced tax rate under the applicable double tax treaty, the Supplier shall follow the prescribed procedure to claim the exemption or reduction to the extent required. BSH will provide the Supplier with a tax certificate.
5. BSH is at all times entitled to set off claims of the Supplier against claims that BSH has against the Supplier, regardless of whether the latter claims are due and payable. BSH is at all times entitled to suspend payment of claim(s) if BSH is of the opinion that the Products do not conform to the agreement and/or show Defects (see Article 11 GPC).
6. The Supplier is not permitted to establish a security right (such as pledge) over claims against BSH.
7. The Supplier may only assign claims and other rights with the prior written consent of BSH.

Article 9 - Time limit

1. Agreed dates and deadlines are binding on the Supplier. By the mere exceeding of an agreed (delivery) term, the Supplier shall be in default, without further notice of default being required. The Supplier is obliged to inform BSH immediately of any (expected) delay in the execution of an agreement. Earlier delivery of Products than agreed may only take place with the prior written consent of BSH and shall not lead to a change in the agreed time of payment. BSH is entitled to postpone the delivery of Products. Unless otherwise agreed in writing, the legal provisions on non-performance shall apply.
2. In the event of a foreseeable delay in the provision of the Product or a quality not in accordance with the contract, the Supplier shall promptly inform BSH in writing, propose corrective measures and obtain BSH's written decision. This provision applies even if the Supplier is not responsible for the delay. Receipt of the delayed Product does not constitute a waiver of claims for compensation.

Article 10 - Inspection of incoming Products, notification of defects

1. Notwithstanding statutory provisions, BSH shall check the Products for quantity and quality as well as any transport damage only after receipt of the delivery. Visible defects should be reported immediately in the normal course of business after receipt of the Products; hidden defects should be reported at the latest within two weeks of their discovery.
2. If an inspection of the Products - going beyond the usual inspection of the Products upon receipt - is necessary for the determination of certain defects, the costs thereof shall be borne by the Supplier.

Article 11 - Defects / Non-performance or incorrect performance / Warranty

1. In case of the provision of a defective Product (material defect or property defect) or non- or defective performance ("Defect"), the Supplier shall be liable in accordance with the following provisions.
2. The Supplier shall, at BSH's discretion, either remedy a Defect within a reasonable time and at the Supplier's expense, or supply a new Defect-free Product. In the event of failure to meet the deadline, BSH may cancel or terminate the agreement, reduce the compensation accordingly, remedy the Defect at the Supplier's expense, or make a replacement purchase and claim damages in lieu of performance.
3. In urgent cases, particularly to prevent serious danger or major damage, BSH shall be entitled to immediately remedy the Defect itself or have it remedied, at the Supplier's expense.
4. In the event of late performance, the Supplier shall bear all costs necessary for late performance, in particular transport, travel, labour and material costs as well as removal and installation costs. The Supplier shall bear the costs and risks associated with the return of Defective Products.
5. The statute of limitation period for claims for Defects is governed by law. In agreements of sale of Products consisting of goods, this period begins with the passing of risk with the Product. In contracts for Products consisting of the provision of work, this period begins with acceptance of the Product. Notification of the Defect interrupts the statute of limitation period. After rectification of the Defect, the statute of limitation period continues. BSH reserves the right to bring further legal actions based on a Defect and further claims for damages.
6. The Supplier warrants that the Products comply with the agreement. If the Parties have not agreed on any other guarantee period, a guarantee period of 24 months after the date of delivery or completion shall apply.
7. If the delivered Products turn out not to comply with the provisions of the paragraph above, the Supplier will be in default, unless the Supplier demonstrates that the failure cannot be attributed to him. In addition, the Supplier shall, at his expense, at the first request of BSH and at BSH's discretion, replace, repair or, supplement the Product within two weeks, - unless otherwise indicated by BSH - without prejudice to the other rights to which BSH is entitled under the law (including dissolution and compensation). If the Supplier fails to fulfil his guarantee obligation within the period set by BSH, or if there is an urgent case or if it may reasonably be assumed that the Supplier cannot or will not provide replacement, repair or supplementation in good time or properly, then BSH is entitled to proceed to replacement, repair or supplementation at the expense of the Supplier, whether or not with the help of third parties. BSH shall inform the Supplier of the use of this right as far in advance as possible. All costs to be incurred in this connection shall be borne by the Supplier.
8. The Supplier guarantees that, for a period of at least 5 years after delivery of the Products, it will be able to supply parts of Products to BSH even if Supplier ceases production or import thereof.

Article 12 - Environmental clause

1. The Products must be supplied in accordance with, and will comply with, the environmental and health protection regulations applicable to the relevant market (e.g. European Union regulations and their national implementations, in particular Regulation (EC) No 1907/2006 ("REACH"), Annexes XIV and XVII on restrictions on hazardous substances) and the resulting reporting and information obligations (e.g. in accordance with Article 33 of the REACH Regulation).

Article 13 - Property rights and copyright / Work results

1. The Supplier undertakes to deliver the Product free of third party rights - which exclude or impede the contractual use of the Product by BSH - and the Supplier guarantees that it has the authority to transfer or grant the relevant rights of use to BSH. The first sentence also applies to the results of the work according to Article 13.4 GPC.
2. If third parties make claims against BSH and/or its customers for infringement of third party rights resulting from the contractual use of the Products, the Supplier undertakes to indemnify BSH and/or its customers on first request of such claims, and to compensate BSH and/or its customers for all damages suffered (including the costs of reasonable legal defence). This provision does not apply if the Supplier was not or could not have been aware of the existence of third party rights.
3. If BSH and/or its customers are unable to use the Products in accordance with the agreement due to an infringement of third-party rights, the Supplier shall, at its own expense and at BSH's discretion, either acquire from the rights holder the rights necessary for use in accordance with the agreement or take back the Products delivered and refund BSH the compensation paid.
4. The Supplier is obliged to keep BSH informed of all Work Results as soon as they occur and to deliver them to BSH in the form required by BSH. "Work Results" means all results and findings, including results that may be protected by proprietary rights, arising during the performance of the Product due, including works to be performed, intermediate and/or derived results, raw materials, objects, concepts, charts, sketches, reports, documents, software (in object and source code format) and associated documentation.
5. The Parties agree that BSH has all rights to the Work Results. All intellectual property rights to the software, websites, data files, databases, equipment, training, test and examination materials or other materials such as analyses, designs, documentation, reports, offers, as well as preparatory materials thereof, developed or delivered to BSH on the basis of the agreement, shall become the property of BSH. The Supplier transfers all rights to the Work Results to BSH on their creation. Insofar as the rights to the Work Results are not transferable, the Supplier grants BSH the irrevocable, exclusive, transferable, sublicensable right, unlimited in time, space and content, to use and exploit the Work Results, itself or through third parties, in all possible ways of use - known or as yet unknown. In particular, the right of use includes the right to: distribute, edit, modify, publish, exhibit, lecture, perform, demonstrate, rent out, broadcast, reproduce by means of image and/or sound carriers, reproduce radio broadcasts, make available to the public and non-public (e.g. internet or intranet), transmission and licence, as well as the right to store the Work Results in any form whatsoever.
6. Insofar as standard software is supplied as part of the Work Result, Article 13 GPC shall apply on the understanding that the rights of use are granted on a non-exclusive basis so that BSH can use the Work Result to the extent agreed in the agreement. The rights regarding Defects according to Article 11 GPC also apply to this standard software.
7. Without prejudice to the agreed licence conditions, the Supplier waives the right to be named as (co-)author of the Work Results and the right of access to the software. The Supplier shall ensure that its employees and (employees of) third parties engaged to provide the contractual Products waive their rights and hand them over to BSH on request.
8. If the Work Results contain protectable ideas, the Supplier shall notify BSH immediately in writing. BSH shall have the right to: use, exploit, transfer, register intellectual property rights in any country, retain or waive such intellectual property rights in any manner it deems appropriate. To the extent that BSH requires statements, documents or other forms of support from the Supplier for the registration, processing and/or defence of such property rights, the Supplier shall promptly provide and surrender them to BSH upon request, free of charge.
9. Any claim under this Article 13 GPC shall be offset against the contractually due fee.
10. If the Work Results contain software, which is essential for the functioning of BSH, the Supplier shall at BSH's written request deposit the source code of the most recent version of the software (including associated documentation) at BSH's expense with a depository (escrow) designated by BSH.

Article 14 - Free and open source software

1. Free and Open Source Software ("FOSS") means software that (i) has been licensed by the Open Source Initiative or by the Free Software Foundation as free software and listed as such on their respective websites, and/or (ii) has been royalty-free licensed to a user by the respective rights holder pursuant to an agreement that includes the right to modify and distribute such software and that permits distribution of, or access to, the software only if certain material or information (e.g. licence text, copyright or proprietary notices, source code or written proposals thereon) or links to such material or information ("Additional FOSS Material") are included with or otherwise openly distributed with the software.
2. The Supplier is obliged to ensure that its Product contains only FOSS, the use of which has been previously approved in writing by BSH. There is no obligation to use free software.

3. If the Supplier uses FOSS, then it is obliged to comply with the obligations arising from the respective FOSS licence terms and to provide BSH with a complete list of the names and version numbers of the applicable licence terms as well as the FOSS components used, the associated licence texts and the full source code belonging to the FOSS components, as well as all Additional FOSS Material. A link to the Additional FOSS Material is not sufficient. The corresponding full source code is the source code of the software provided by the Supplier, including the information necessary to compile and install the software, which enables BSH to create a reconstruction of the software itself.
4. The rights regarding Defects (see Article 11 GPC) also apply to software components, regardless of whether the software is free software, in-house development or other third-party software.
5. The Supplier must inform BSH in writing prior to using FOSS of the terms and conditions of its use, including stating the source of the FOSS and any other relevant terms and conditions. BSH reserves the right to refuse the use of FOSS if the conditions are not acceptable to BSH.

Article 15 - Insurance

1. The Supplier undertakes to adequately insure the liability risks associated with the provision of the Products with liability insurance policies customary in its industry, for its own account in terms of reason and amount, and to provide proof of this to BSH on request. The Supplier's liability shall not be limited by taking out insurance policies.

Article 16 - Provision of documents, items and equipment

1. Documents and/or materials supplied by BSH shall remain the property of BSH and shall be stored separately and free of charge, marked as the property of BSH and managed by or on behalf of BSH. Reverse engineering of delivered software is not permitted. The delivery or provision of information does not constitute a transfer of intellectual property. Its use is only permitted for the provision of the Products due. In the event of infringement or attributable loss, the Supplier shall provide compensation.
2. The tools, moulds, samples, models, profiles, drawings, trial specifications, norm sheets, pressure forms and calibres supplied by BSH, as well as the articles produced afterwards, may - without permission by BSH - not be passed on to third parties or used for purposes other than those provided for in the agreement. They must be protected against inspection by unauthorised persons or use by unauthorised persons. Subject to other rights, BSH may demand their return, in particular if the Supplier fails to fulfil these obligations.
3. If BSH makes available material or parts to the Supplier free of charge or in return for payment, BSH retains ownership of them (reserved material). Treatment or processing by the Supplier is done on BSH's instructions. If the material supplied under retention of title is processed with other objects not belonging to BSH, BSH shall acquire co-ownership of the new material in proportion to the gross value of the material supplied to the other processed objects at the time of processing. Article 16.1 GPC shall apply accordingly.

Article 17 - Confidentiality / Returning documents and materials

1. The Supplier undertakes to keep all information and data (including drawings, documents and data carriers), knowledge, experience and know-how as well as all contractual content obtained from and through BSH in the context of the business relationship confidential from unauthorised third parties, as long as and to the extent that such information has not been disclosed by law, there is a legal or official obligation to disclose or BSH has given its written consent to disclosure in individual cases ("Confidential Information"). The Supplier shall only use the Confidential Information for the purposes necessary for providing the Products. This confidentiality obligation shall last for three years, even after termination of the contractual relationship.
2. The Supplier undertakes to keep all Confidential Information in its possession, all documents relating to the business activities of BSH or affiliated companies and other items in its possession, in particular files, documents, electronically stored data and keys, in such a way that they cannot fall into the hands of unauthorised third parties. All items must be handed over to BSH at all times upon request, no later than at the end of the contractual relationship, without having to request these.
3. The Supplier shall impose a written obligation under this Article 17 GPC on third parties used by it in the provision of the Products in accordance with Article 4.2 GPC and shall provide proof thereof to BSH on request.

Article 18 - Data protection / Information security

1. The Parties shall at all times comply with the regulations applicable by or under the applicable laws and regulations regarding the protection of personal data.
2. If required by law, the Parties will enter into a processor agreement or an agreement between joint controllers.
3. The Supplier guarantees the IT security of the Products after the date of risk transfer, and at least for the agreed lifetime or agreed service period. If no specific lifetime has been agreed, the Supplier guarantees the IT security of the Products

for a period that can reasonably be expected in accordance with the purpose of the agreement.

4. The Supplier shall promptly notify BSH, free of charge, of any IT security events that have occurred or are likely to occur (e.g. security breaches, data loss, incidents, threats, malware infections, data misuse, data breaches or cyber-attacks) affecting the Supplier's operations or Products ("Security Breaches") at the e-mail address security@bosch.com. This only applies if and to the extent that BSH is actually or likely to be affected. The Supplier shall promptly remedy all Security Breaches affecting BSH and take appropriate measures to prevent further Security Breaches.
5. The Supplier shall ensure that all employees and subcontractors who have access to the data and systems or used in connection with the performance of the agreement are properly trained, aware of and comply with the IT security and data protection specifications in these GPC.
6. Failure to comply with the obligations of this Article 18 GPC entitles BSH to terminate the agreement without notice.
7. In the event, where employees of the Supplier have access to BSH's systems, BSH reserves the right to implement measures to detect and prevent misuse to protect BSH's IT systems, if necessary by examining the personal data of the Supplier's employees who have access to the systems (e.g. individual identification and name, contact details). The Supplier shall support BSH to a reasonable extent in these measures (in particular to ensure the legality of BSH's use of such data).
8. The Supplier may not retain personal data provided by BSH on its own premises unless expressly agreed otherwise in writing for specific development purposes and provided that such data is fully anonymised to protect the privacy of data subjects.

Article 19 - International trade

1. The Supplier shall inform BSH in writing of any requirements or restrictions relating to the (re-)export of the Products (including software and technology) in accordance with the applicable export control and customs regulations of the country where BSH is confirmed as well as the country of origin of the Products.
2. For licensed or restricted Products, the following information must be sent to eco@bshg.com in time for the first shipment: BSH material number; description of the Products; all applicable export list numbers including the Export Control Classification Number (ECCN) in accordance with the U.S. Trade Control List; commercial and preferential origin; statistical commodity number (HS code); and details of a contact person in their company to clarify any queries.
3. The Supplier shall provide BSH with the ECCN (including EAR99) for all Products subject to US export controls. The Supplier shall immediately notify BSH of any change in the above information (including ECCN) applicable to Products supplied to BSH, due to a technical or legal change or an official statement by a regulatory authority.
4. The Supplier is required to take appropriate supply chain security measures in line with its business model as defined in the WCO SAFE Framework of Standards, and to assist BSH in taking the necessary steps to maintain the Authorised Economic Operator (AEO) status. The Supplier must provide the necessary evidence, e.g. through authorisations or declarations, e.g. security declarations, declarations covered by C-TPAT or similar programmes. BSH or a third party appointed by BSH shall have the right to verify the evidence provided by the Supplier in accordance with this clause at the Supplier's premises.
5. The Supplier is obliged to inform BSH of the preferential origin prescribed for the Products. For deliveries of Products within the European Union (EU), the Supplier is obliged to prepare a long-term supplier's declaration at BSH's request in accordance with the applicable EU implementing regulation. For deliveries of Products from a country that has concluded a free trade agreement or a preferential agreement, the Supplier must provide the prescribed proof of origin.
6. In addition, the Supplier must keep BSH informed of the non-preferential origin of the Products. The non-preferential origin must be indicated on the relevant invoice and, if necessary, a certificate of non-preferential origin must be issued. For the first delivery, the origin details must be provided in writing no later than on the first delivery.
7. The Supplier is obliged to enclose with the delivery all necessary documents, such as the invoice, the delivery note and all data required for a complete and correct customs import declaration, in case of delivery of Products across customs borders. With regard to the invoice, the following points must be observed:
8. In addition, costs not included in the price of the Products (e.g. research and development costs, licence costs, costs for tools, materials supplied by BSH as part of the delivery of the Products) should be listed separately on the invoice.
9. In the case of free delivery, the Supplier must issue a statement of value on the pro forma invoice reflecting a price customary in the market, as well as the indication "Reserved for customs authorities". The invoice or delivery note must also state the reason for the free delivery (e.g. sample sent free of charge).
10. The Supplier shall assist BSH in any way necessary to reduce or minimise BSH's payment obligations in respect to customs duties or clearance charges.
11. The following provisions shall also apply to the supply of software: unless otherwise agreed in the delivery or offer documents, the cross-border transfer of

software, software know-how, technology or other data (e.g. cartographic material) shall take place exclusively in electronic form (e.g. via e-mail or download). This provision does not apply to "embedded software" (software physically located on hardware).

Article 20 - Code of conduct / Corporate social responsibility / Equal treatment

1. The Supplier undertakes to comply with the principles of the BSH Group Supplier Code of Conduct (available under Documents | BSH Hausgeräte GmbH (bsh-group.com)). Accordingly, the Supplier undertakes to comply with the laws of the applicable legal systems, observe internationally recognised human rights, take responsibility for the environment and conduct business ethically. The Supplier assumes responsibility for the health and safety of its employees in the workplace, ensures fair wages and working hours, complies with environmental protection laws and encourages and requires its subcontractors to comply with these principles to the best of their ability.
2. The Supplier undertakes to prevent or eliminate discrimination based on racism or ethnic origin, gender, religion or belief, disability, age or sexual identity. The prohibition of discrimination also applies to the employer, employees, external service providers and other business partners. The provision of Products must comply with the provisions of the laws against discrimination and for equal treatment applicable in the country where the Products are provided.

Article 21 - Force majeure

1. Force majeure, business interruptions through no fault of the Parties, riots, official measures and other unavoidable events shall release BSH and the Supplier from their contractual performance and purchase obligations for the duration of the event. BSH and the Supplier are obliged to provide each other with all necessary and reasonable information without delay and to adjust their obligations temporarily and in good faith to the new circumstances, in particular to changed market conditions. During these events and within two weeks of their end, BSH shall be entitled, without prejudice to its other rights, to terminate all or part of the contract if the adjustment is not appropriate, provided that these events are not of insignificant duration.

Article 22 - Hiring of workers / Act on Sequential Liability

1. When deploying temporary workers, the Supplier must prove in writing, at BSH's request, that the identity of the temporary workers has been established in accordance with statutory regulations, the required permits have been issued to carry out the work, educational records have been checked and required confidentiality agreements have been signed.
2. If an agreement involves (also) contracting work, the Supplier shall keep such records that the actual wage costs can be determined per project, which will be specified on the invoice.
3. At BSH's request, the Supplier shall provide BSH with a statement from the Tax Authorities regarding the Supplier's payment behaviour.
4. The Supplier shall indemnify BSH against any claim by the Tax Office or business association in respect of wage tax, national insurance contributions and social insurance contributions due for the persons concerned.
5. If BSH is sued by the Tax Authorities or any other authority for payment of unpaid taxes and contributions by the Supplier for subcontractors or labour hired by the Supplier, BSH shall have a right of recourse against the Supplier in this regard. This right of recourse amounts to the entire amount paid by BSH to the Tax Authorities or that other authority plus statutory interest and other costs including the full costs of legal assistance.
6. BSH also has a right of recourse against the Supplier if the Supplier is negligent in fulfilling its collective bargaining agreement obligations to its employees and BSH is sued in this regard. In that case, the scope of BSH's claim is the amount paid by BSH plus statutory interest and other costs including the full costs of legal assistance.
7. If the Supplier is declared bankrupt, BSH may immediately suspend all its payment obligations to the Supplier. This right of suspension shall not lapse until BSH has received a written statement from the Tax Authorities which, in BSH's opinion, shows that it cannot be held liable under the Act on Sequential Liability (*Wet Ketenaansprakelijkheid*) for taxes and/or contributions not paid by the Supplier.

Article 23 - Competent court / Applicable law / Amendments

1. These GPC are prepared in the English and Dutch language. In case of any discrepancies between both languages, the version in the Dutch language will prevail.
2. For disputes arising from the contractual relationship and insofar as the Supplier is registered in the commercial register, the court of the place where the commissioning BSH entity is located shall have exclusive jurisdiction.
3. The contractual relationship shall be governed exclusively by the law of the country (and, if applicable, the state or province) where the commissioning BSH entity has its primary place of business, excluding conflicts of law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

4. BSH reserves the right to amend the GPC unilaterally. Amendments shall take effect at the time as announced by BSH. Content/substantive amendments will be announced in writing to Suppliers. The amended GPC shall apply to existing agreements and associated documents (see Article 1.1), unless - within 14 days of the amended GPC being sent - the Supplier gives reasons for not accepting (part of) the amended GPC. In that case, the Parties shall endeavour to find a mutually acceptable solution.

Signed for agreement by the Supplier:

Name:

Function/title:

Date:

Place: