



CONTRACTUAL CONDITIONS REGARDING CUSTOMS AND FOREIGN TRADE LAW

Between Bernard KRONE Holding SE & CO. KG¹ (hereinafter referred to as “KRONE”) and the supplier (hereinafter referred to as “supplier”) the following contractual conditions under customs and foreign trade law apply:

Customs

Incoterms

Unless otherwise agreed in the order, the following conditions apply: Delivery takes place from suppliers based in the European Union DAP (Incoterms 2020) to the location specified in the order. For suppliers based outside the European Union, delivery is DAP including customs and customs clearance fees (Incoterms 2020) to the location specified in the order. If the destination is not specified and nothing else has been agreed, delivery must be made to the place of business of the ordering member of the KRONE Group. The respective destination is also the place of performance (obligation to deliver).

Evidence of preference and trade policy origins

For each delivery to or for KRONE, the supplier is obliged to submit a formal supplier declaration in accordance with European customs law regarding the customs origin of the delivery item free of charge in the current version (in particular preferential movement certificate EUR.1, Form A, declaration of origin on the invoice and the delivery note, movement of goods certificate A.TR, a (long-term) supplier declaration or non-preferential certificate of origin, non-preferential country of origin on the delivery note, hereinafter collectively referred to as the “supplier declaration”).

Long-term supplier declarations are generally valid for the specified terms. The supplier undertakes to inform KRONE immediately if the information provided in a supplier’s declaration is no longer correct in the future or if he discovers that information in a supplier’s declaration that has already been issued is not correct or if a supplier’s declaration was issued incorrectly.

If and to the extent that changes affect contractual items for which KRONE has already placed a binding order with the supplier, KRONE has a contractual right of withdrawal in the event of changes to the supplier’s declaration. The right of withdrawal does not apply if and to the extent that a change is reasonable for KRONE. A change is generally reasonable if the change has no or only insignificant effects on KRONE or the delivery item or if the supplier fully compensates KRONE for any economic disadvantages resulting from the change.

The supplier is liable for all disadvantages that KRONE incurs due to improper or delayed submission of the supplier’s declaration or proof of the origin of the goods for customs purposes (e.g. EUR.1, Form A, A.TR., etc.) or notification of a change in the origin of the goods, unless he is not responsible for this.

If necessary, the supplier must provide evidence of his information about the origin of the goods by means of an information sheet confirmed by his customs office.

If there are reasonable doubts about the accuracy of the information, the supplier is obliged to provide the customs authorities and KRONE with information on how to determine the origin and to provide proof of the origin of the goods. This also includes the submission of appropriate production and calculation documents. Legitimate doubts are always assumed to be refutable when inquiries or checks on the origin of the goods are carried out by a competent authority.

¹ The scope of these conditions extends to Bernard KRONE Holding SE & CO. KG and companies affiliated with it in the sense of §§ 15 ff. AktG.

The customs origin of the goods stated by the supplier represents an agreement on the quality of the delivery item.

The handing over of the supplier's declaration to KRONE is a condition precedent for the due date of the supplier's claim to remuneration.

Tariff classification

The supplier undertakes to inform KRONE of the complete and correct customs tariff number for the delivered goods before or at the latest upon delivery.

Contact: zoll@KRONE.de

Export control and foreign trade law

KRONE and the supplier acknowledge that the conclusion of the contract and the provision of the contractually owed service are subject to the export control law of the European Union, the Federal Republic of Germany, the United States of America and other relevant jurisdictions (collectively "export control law") in the currently valid version.

Each party acknowledges the mutual obligation to comply with applicable export control laws under the Agreement. As part of this obligation, the supplier assures that the conclusion of the contract and the provision of the contractually owed service to KRONE will take place in compliance with the applicable export control law.

Before providing the contractually owed service, the supplier informs KRONE of the correct export classification (e.g. the classification according to the German export list, the classification according to the European Dual-Use Regulation, the corresponding category in the US Munitions List (USML) or the export Control Classification Number (ECCN) according to EAR, including reference to EAR99 goods²) of the goods used to provide the service and provides KRONE with all the information necessary for this. The term "goods" includes goods, software and technology as well as technical services.

The supplier must provide KRONE with appropriate support upon request to ensure compliance with export control law. As part of this support, the supplier must inform KRONE whether the provision of a contractually owed service requires an export license in accordance with applicable export control law and whether KRONE must provide certain documents to obtain the export license.

If a service under this contract requires an export license or approval under export control law, the supplier will obtain this export license or approval free of charge and in a form that ensures the provision of the service in accordance with the contract.

In addition, the supplier informs KRONE, without being asked, about changes with regard to legal prohibitions, restrictions and approval requirements for goods that have already been delivered.

The supplier will send all of the above-mentioned information to **exportkontrolle@KRONE.de** without being requested to do so at the latest at the time of the first delivery/first transfer.

The aforementioned obligations continue beyond the end of the business relationship.

Contact: exportkontrolle@KRONE.de

If the supplier does not adhere to the customs and foreign trade contractual conditions stated here, KRONE grants itself the right to withdraw from the contract.

² If the classification results from exceeding a de minimis level, the controlled US share must be explicitly shown. A de minimis level of 10% or more must generally be specified here [example: EAR99 (16%)].