

## MODYF\_01\_Purchasing Framework Contract

– hereinafter referred to as the "framework contract" –

between

1. Würth Modyf GmbH & Co. KG  
Benzstraße 7, 74653 Künzelsau, Germany  
– hereinafter referred to as "DE-MODYF" –
  2. MODYF S.r.l.  
Bahnhofstraße 18, 39040 Tramin (BZ), Italy  
– hereinafter referred to as "IT-MODYF" –
  3. Würth MODYF, S.A  
c/Tramuntana, 4-6 Pol.Ind. LLEVANT 08213, Spain  
– hereinafter referred to as "ES-MODYF" –
  4. Würth Modyf France  
4 rue de l'Expansion, 67150 Erstein, France  
– hereinafter referred to as "FR-MODYF" –
  5. Würth Modyf Portugal  
Estrada Nacional 249 - 4, Abrunheira, 2710-089 Sintra, Portugal  
– hereinafter „PT-MODYF“ –
  6. Würth Modyf Norway  
Brennaveien 6, 1481 Hagan (NO), Norway  
– hereinafter „NO-MODYF“ –
- DE-MODYF, IT-MODYF, ES-MODYF, FR-MODYF, PT-MODYF and NO-MODYF  
hereinafter jointly referred to as "companies of the Würth MODYF Group" or individually as the "Würth MODYF national company" –

And

7. [Supplier]  
[Supplier's address]  
– hereinafter referred to as the "**supplier**" –

– Würth MODYF Group and supplier hereinafter jointly or individually referred to as the "party/parties" –

## Preamble

The Würth MODYF Group is made up of legally independent companies belonging to the internationally active Würth Group based in Künzelsau, Germany. The Würth MODYF Group companies' main areas of business are work clothing and work footwear, along with leisure clothing and leisure footwear.

On this basis, the parties hereby agree the following:

### I. Contract parties

1. DE-MODYF concludes this framework contract in its own name as well as in the name of the Würth MODYF Group companies. For this purpose, DE-MODYF is fully empowered by the companies of the Würth MODYF Group to make or accept declarations of intent relating to this framework contract for and against every individual Würth MODYF national company.

The supplier concludes this framework contract in his own name.

2. DE-MODYF shall ensure that each of the companies of the Würth MODYF Group is notified internally about this framework contract and its conditions.
3. Concluding this framework contract and/or the individual contracts does not confer on the supplier the status of sole supplier to the companies of the Würth MODYF Group, nor does it place the companies of the Würth MODYF Group under an obligation to purchase the supplier's goods.
4. Only the relevant Würth MODYF company and the supplier shall be entitled and obliged under the respective individual contract. There is no joint and several liability on the basis of the framework agreement.

### II. Subject matter of the contract

1. This framework agreement authorizes the companies of the Würth MODYF Group – each individually entitled to purchase – to conclude individual contracts with the supplier in their own name under the following conditions uniformly applicable to the companies of the Würth MODYF Group:
  - General purchasing conditions: [Appendix MODYF\\_02;](#)
  - Uniform payment conditions: [Appendix MODYF\\_03;](#)
  - Agreement on central payment management: [Appendix MODYF\\_05;](#)

- Non- disclosure Agreement: Appendix MODYF 06;
  - Quality Assurance Agreement: Appendix MODYF 07;
  - Supplier Code of Conduct: Appendix MODYF 08;
  - Supplier Code of Compliance: Anlage MODYF 14;
  - Quality Manual: Appendix MODYF 10;
  - Exclusivity: Appendix MODYF 13;
  - RSL/REACH overview: Appendix RSL letter.
2. Contrary to the uniform conditions according to Clause II.1, special conditions apply to individual contracts between the supplier and the Würth MODYF national companies, particularly country-specific special conditions and special products which are sent to the supplier directly by each national subsidiary.
  3. In the event of any ambiguities or contradictions between the individual documents of this agreement, this Framework Agreement shall prevail over its appendices. Within the country-specific agreements, these shall have individualized and/or more specific content; in particular, the country-specific appendices shall take precedence over appendices with general content. However, contradictions shall not exist if the appendices regulate matters not regulated in the Framework Agreement or the other appendices or represent a concretization of the provisions of the Framework Agreement or the other appendices.
  4. If the appendices are updated or amended, the newly drafted or amended appendices shall be attached to this framework agreement in exchange for the appendices that are no longer valid.

### III. Individual contracts

1. To conclude an individual contract, a Würth MODYF national company sends to the supplier an order for a contractual performance in accordance with Clause II on an individual basis and for that specific case.
2. Reference to the framework contract is not necessary for this.
3. The supplier has an obligation to accept the order placed by a Würth MODYF national company, unless the order is not made in accordance with the terms of this framework contract.

4. The supplier must immediately send written or text confirmation of the order to the Würth MODYF national company, or must process the order without reservation.
5. When the order is placed and then accepted or processed without reservation, an individual contract comes into effect between the Würth MODYF national company and the supplier for the performances stated in the order, and that is governed by the conditions of this framework contract. In accordance with Article 305b of the German Civil Code (BGB), this does not affect contractual agreements agreed on an individual basis between the parties.
6. The respective individual contract imparts rights and obligations only on the respective Würth MODYF national company and the supplier.

#### IV. Confidentiality

1. The parties agree to maintain secrecy on all documents, information and data ("confidential information") that comes into their possession in relation to this framework contract. In this context, confidential information also includes the existence and content of this framework contract. The parties shall use the confidential information solely for the purposes intended under the terms of the contract. These obligations shall continue for a period of five (5) years following the end of the framework contract.
2. This obligation does not apply to confidential information
  - a.) that the recipient was already verifiably aware of when the framework contract was concluded or which the recipient is subsequently made aware of by a third party, without a confidentiality agreement, legal regulations or official decrees being contravened as a result;
  - b.) that is publicly known when the framework contract is concluded or that is subsequently made publicly known, provided that this is not due to an infringement of the framework contract; or
  - c.) that must be disclosed on the basis of either legal obligations or a decree issued by a court or an authority. Insofar as is permissible and possible, the recipient who is under an obligation to disclose this information shall inform the other party in advance and give the other party the opportunity to take action against the disclosure.

#### V. Duration and end of the contract

1. This framework contract comes into force when signed and is concluded for an indefinite period. Notice of its termination can be served observing a period of notice of 6 months to the end of the calendar year.

2. This does not affect the right to terminate the contract with immediate effect for important reasons.
3. Serving notice of termination on this framework contract has no effect on the legal consequences that have arisen with respect to individual contracts that have been concluded. The respective individual contracts have their own basis for business.

#### VI. Final provision:

1. By signing this framework agreement, the supplier's general terms and conditions are excluded.
2. Unless otherwise agreed the existing contracts between Würth MODYF companies and the supplier for the contractual services shall cease to be valid upon signing of the framework agreement. If the parties have already concluded individual contracts for a contractual service at the time of the conclusion or amendment of the framework agreement and the contractual service or consideration under the individual contract has not yet been provided in full, the respective party shall provide the service/counter-performance from the conclusion or amendment of the framework agreement at the conditions valid from this point in time in accordance with the framework agreement, unless otherwise agreed. This framework agreement shall be governed exclusively by German law to the express exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the provisions of private international law.
3. This framework agreement shall be governed exclusively by German law to the express exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the provisions of private international law.
4. The courts with jurisdiction for Künzelsau in Germany are responsible for mediating all disputes arising from or relating to this framework contract, including disputes over its effective adoption.
5. Amendments and supplements to this framework agreement and all declarations under this agreement must be made in writing or confirmed in writing. The written form requirement is also met if an electronic document has been signed using an advanced electronic signature by a signature service provider (e.g. FP-Sign, Docu Sign, Adobe Sign).
6. If individual provisions of the framework contract are invalid or impracticable in whole or in part, this shall not affect the validity and practicality of the remaining provisions. The invalid or impractical provision shall be replaced by a valid and practicable one that, in an economic sense, corresponds as closely as possible to the original provision. In the event of unintended loopholes, the loophole shall be closed by a valid and practicable provision that the parties would have agreed on if they had thought of the need to regulate the point when the contract was concluded.

On behalf of the supplier:

....., date .....

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[Supplier / company]

First name, name / function:

On behalf of the companies of the Würth MODYF Group:

Künzelsau, date 23.10.2025

Würth MODYF GmbH & Co. KG

Claudio Corrias/  
Managing Director

Nedim Zanagar/  
Head of strategic Purchasing