KOCH SOLUTIONS

Manuals and Instructions

Supplier Information Form

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SUPPLIER INFORMATION FORM

Dear Supplier,

To ensure a professional, transparent, and efficient business relationship, we kindly ask you to thoroughly, accurately, and completely fill out the enclosed Supplier Information Form. Your detailed information helps us manage our supplier network optimally, continuously improve our processes, and maintain clear and effective communication during the project execution.

Please ensure all information provided is accurate and complete to prevent any delays in the procurement process. Please note also that all information in the following document is accessible to KOCH Solutions GmbH and its subsidiaries, KOCH Solutions Service GmbH and KOCH Solutions Projects GmbH.

Once completed, kindly return the form promptly to the contact details provided. Should you have any questions or require further assistance, we remain available at your convenience.

We thank you in advance for your cooperation and look forward to a successful long-term partnership.

With kind regards

The Procurement Department of KOCH Solutions GmbH

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I) MANDATORY SUPPLIER INFORMATION

Company Details

Company Name		
Parent Company Name		
Company Main Location	Address	
	City	
	Postal Code	
	Country	
Company Website		
Company Tax Registration Number		
VAT Registration Number		
Further Information		

Equipment/ Service/ Others

Please describe here the equipment and/or service you will provide to KOCH Solutions:

Contact Person Details

Sales Contact Person	Full Name	E-Mail	Phone Number
Project Management Contact Person	Full Name	E-Mail	Phone Number
Accounting Contact Person	Full Name	E-Mail	Phone Number
Logistics Contact Person	Full Name	E-Mail	Phone Number
Quality Management Contact Person	Full Name	E-Mail	Phone Number
Additional Contact Person	Full Name	E-Mail	Phone Number
	Department/ Responsibility		

Certifications and Policies

If available, attach the certificates to the email. Please indicate this by ticking the corresponding box.

Certification	Yes / No	Valid until
ISO 9001		
ISO 3834		
EN 1090		
ISO 14001		
OHSAS 18001 or ISO 45001		

Link to Download Portal *(if available)*	

Notice of Code of Conduct

Please confirm that you have read our Code of Business Conduct. You can find the CoC in the KOCH Solutions Download Center under the following link: https://www.koch-solutions.com/downloads

Capability	Description	Yes / No
Code of Conduct	Read and accept the Koch Solutions CoC	

CBAM Regulation

Is your supply concerned to the CBAM regulations, please complete the following section.

Capability	Description	Yes / No
CBAM	Your supply concerned to CBAM regulations	
If yes, please comment		

Packaging and Transport Capabilities

If you are a supplier of materials and components, please fill in the form below - if you are not, this section is obsolete.

Capability	Description	Yes / No
Packing and Storage facilities	Capability to have Packing and Storage facilities at your premises	
Container stuffing	Capability to store Containers at your premises	
Export Declaration (MRN)	Capability to issue and apply for Export Declaration	

II) ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT

General Instructions

- *Fill out the forms, sign it and send to Koch Solutions GmbH.*
- *If you operate more than one bank account and would like to receive payment to either of them (currency wise), a separate EFT form for each bank account is required.*
- *If payment requires an intermediate/corresponding bank, please provide all banking details for the intermediate party in a separate form.*
- *EFT enrollment shall not be done for any factoring agent / financing institution with whom you maintain a contract or have sold your receivables to.*
- *If the supplier is a partnership firm, then all the partners who are authorized to operate the bank account held in the name of the firm should sign the form.*
- *If the account is held in the name of a company, it should be signed by the person(s) who is/are authorized to operate the bank account.*

Please reach out to a Koch Solutions representative if you need assistance with the form. Kindly note that this form is the property of Koch Solutions GmbH and should not be modified in any way.

……

I/We hereby authorize Koch Solutions to initiate electronic credit notes for the purchase of goods and/or services via Electronic Funds Transfer (EFT)/Wire to our bank account.

Required Contact Information

Name of the bank account signatory/treasurer	Full Name	E-Mail	Phone Number
Remittance advice email address			

Required Bank Information

Bank name	
Bank address	
Account owner	
IBAN	
SWIFT/ BIC (Bank Identifier Code)	
Account number	
Currency	

Electronic Invoicing Process

Please send all invoices in PDF format with subject indicating the Purchase Order references to the below mentioned address for the corresponding subsidiary.

Subsidiary	Email account:	I/ We confirm
Koch Solutions GmbH	accountspayables@koch-solutions.com	
Koch Solutions Service GmbH	ap_ks_service@koch-solutions.com	
Koch Solutions Projects GmbH	ap_ks_projects@koch-solutions.com	

This authorization shall remain in full force and effect until a written notification of the revocation or modification of this authorization. This shall be done 15 days prior to the desired date of effect to allow Koch Solutions GmbH and the financial institution a reasonable time frame for action.

We hereby certify that:

i. the foregoing information is accurate,
ii. the signature(s) are genuine, and
iii. the named signatories are authorized to transact business on behalf of the named firm.

III) MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure and Non-Use Agreement will be concluded on _____

BETWEEN [1]: KOCH Solutions GmbH
Ernst-Heckel-Straße 1
66386 St. Ingbert,
Federal Republic of Germany

and subsidiaries (see definition 1.3)

AND [2]: _____

_____

_____

_____

BACKGROUND

1. Each Party or its client, or both, are Holders of technical and commercial information, as described in further detail below, proprietary and confidential technical/commercial information.

2. The Parties are aware that such Confidential Information

   i. is sensitive and shall remain undisclosed in the sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question,
   ii. has commercial value because it is secret,
   iii. has been subject to reasonable steps under the circumstances, by the person lawfully in control of the information, to keep it undisclosed,
   iv. and in relation to such information the Holder has a justified interest in keeping it secret ("Trade Secret"). However, should any Confidential Information in accordance with this Agreement not fulfil the requirements of a Trade Secret under the law for the protection of trade secrets, it shall nevertheless be subject to the terms and conditions of this Agreement.

3. Each Party wishes to disclose to the other Party Confidential Information in relation to the Purpose. Each Party wishes to ensure that the other Party maintains the confidentiality of the Confidential Information disclosed to it. Therefore, the Parties have agreed to comply with the following terms in connection with the use and disclosure of Confidential Information.

§ 1 – DEFINITIONS

1.1. Agreement: this Non-Disclosure Agreement as amended from time to time by the Parties, including all attachments, each of which is incorporated by reference.

1.2. Confidential Information: all information (however recorded, preserved or disclosed) disclosed directly or indirectly by the Discloser to the Recipient, or to a company affiliated to the Recipient in accordance with §§ 15 ff Aktiengesetz (AktG) in connection with the Purpose, including without limitation

i. all informations related to the business, affairs, customers, clients, suppliers, plants intentions, or market opportunities, the operations, processes, product information, systems, system services, know how, designs, trade secrets technical data, design information, developments, discoveries, inventions, ideas, and theories of the Disclosing Party; and any information developed by the Parties in the course of carrying out this Agreement;

ii. any information that has been subjected to technical and organizational steps to keep it secret and has been marked as confidential or would be regarded under the circumstances as confidential by a reasonable businessperson;

iii. the existence of this Agreement and its content.

1.3. KOCH Solutions GmbH: KOCH Solutions GmbH (commercial register number 104899) and all subsidiaries, in particular KOCH Solutions Service GmbH (commercial register number 109601) and KOCH Solutions Projects GmbH (commercial register number 109600), all at the following address: Ernst-Heckel-Straße 1, 66386 St. Ingbert.

1.4. Disclosing Party: a party to this Agreement which discloses Confidential Information being either the Holder or legally entitled by the Holder to such disclosure.

1.5. Disclosure: disclosing, showing, discussing, presenting, summarizing, or otherwise making available directly or indirectly and by any manner the Confidential Information to a third person. Disclosure does not mean making available to the public.

1.6. Holder: any natural or legal person lawfully controlling a Confidential Information.

1.7. Party: either KOCH or the Company.

1.8. Parties: KOCH and the Company, collectively.

1.9. Purpose: Purpose means the purpose for which Confidential Information may be disclosed.

1.10. Recipient: a party to this Agreement to whom the Confidential Information is disclosed. The Recipient has no control over the Confidential Information and is not entitled to use or to disclose the Confidential Information contrary to this Agreement. By the Disclosure the Recipient does not become Holder of the Confidential Information as defined herein.

1.11. Representative: employees, officers, agents and other representatives of a party, as the case may be.

§ 2 – CONFIDENTIALITY

2.1. All Confidential Information which is disclosed by the Discloser to the Recipient in whatever way, will be treated by the Recipient as strictly confidential, will be used exclusively for the Purpose and will not be disclosed, directly or indirectly, by the Recipient to any third party without the prior written consent of the Discloser.

2.2. The Recipient shall take all necessary steps to preserve the strict confidentiality of all Confidential Information and shall abide by the legal and contractual provisions of data protection when processing the Confidential Information.

2.3. The Recipient shall disclose the Confidential Information only to those of its Representatives as shall have a specific need to know the same for fulfilling the Purpose provided the Recipient ensures that its Representatives to whom it discloses such Confidential Information will abide

i. by the provisions of this Agreement as if they were bound by this Agreement and
ii. by the provisions of the law for the protection of trade secrets.

2.4. The Recipient may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of this disclosure as possible. In addition, the Recipient will furnish only that portion of the Confidential Information which it is legally required to disclose and will make all applications in order to obtain measures in accordance with §§ 16-19 (GeschGehG) of the law for the protection of trade secrets

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§ 3 – EXCLUSIONS

3.1. Excluded from the confidentiality obligations of the Recipient is any information that

i. was generally available to the public before the Disclosure by the Disclosing Party or will become later generally available to the public other than as a result of its disclosure in breach of an obligation to confidentiality; or
ii. was lawfully in the possession of the Recipient before the information was disclosed to it by the Disclosing Party; or
iii. was, is or becomes available to the Recipient from a person who is not bound by an obligation to confidentiality; or
iv. is developed by the Recipient independently of the Confidential Information.

§ 4 – RETURN OF CONFIDENTIAL INFORMATION

4.1. At the request of the Disclosing Party, the Recipient shall within 10 (ten) days return to the Disclosing Party all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information or destroy any such material provided that a Recipient may retain documents and materials containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.

4.2. The destruction of electronically stored Confidential Information shall be carried out by deleting all the Disclosing Party's Confidential Information from the Recipient's computer systems to the extent possible.

4.3. At the request of the Disclosing Party, the Recipient shall certify in writing to the Disclosing Party that it has complied with the requirements of this article and the instructions of the Disclosing Party and has destroyed the Confidential Information completely and irreversibly.

§ 5 – PROPERTY RIGHTS

5.1. The Holder has in addition to the rights in accordance with §§ 16-19 (GeschGehG) the law for the protection of Trade Secrets all property, use and exploitation rights and reserves the exclusive rights for any intellectual property application. This Agreement shall not in any way transfer any of the Holder's Intellectual Property Rights or any license related to the Confidential Information from the Holder to the Recipient, apart from the right to use the Confidential Information for the Purpose.

5.2. The Recipient shall not utilize or exploit in any way the Confidential Information in performing work for itself or for a third party, or for anything unrelated to the Purpose, including by "Reverse Engineering". The Recipient shall refrain from making any application for intellectual property rights based on the Confidential Information, including trademarks, designs, patents and utility patents.

§ 6 – TERM AND TERMINATION

6.1. This Agreement becomes effective with its signature by the Parties. Either Party may terminate this Agreement at any time and for any reason whatsoever by giving the other Party a fourteen (14) day written notice thereof. The obligation to confidentiality of the Recipient shall remain unaffected by the termination.

§ 7 – GOVERNING LAW AND DISPUTE RESOLUTION

7.1. This Agreement shall be governed by and construed in accordance with the laws of Germany notwithstanding the result that otherwise may arise from application of the conflict of law rules of any competent jurisdiction. All disputes concerning, arising from or relating in any way to this Agreement shall be decided solely in the courts of Saarbrücken, Germany.

§ 8 – MISCELLANEOUS

8.1. This Agreement replaces and voids all prior agreements concerning the Purpose. This Agreement is intended by the Parties as a final expression and a complete and exclusive statement of the understanding of the Parties. This Agreement including this clause may be amended only by way of a formal written amendment signed by the Parties' officers.

8.2. The unenforceability or invalidity of any of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement. If any provision of this Agreement shall be found invalid or unenforceable in any respect, then the Parties shall revise such provision the least amount necessary in order to make it valid or enforceable under the law.

Purpose of Disclosure of Confidential Information

The Purpose of Disclosure is to enable the Company to prepare one or more bids or quotations at KOCH's written request and , if such a bid or proposal is accepted by KOCH, to enable the Company to fabricate or supply equipment, parts, or both, or to supply services as requested. Confidential Information may be related to all equipment and services provided by the supplier.

By signing this document, the supplier hereby confirms the accuracy of the above information and recognises it as a binding part of the business relationship.

As proof of this, the parties have signed this agreement with legally binding effect on the date stated.

KOCH Solutions GmbH

_____
Date, Place

_____ _____
Signature and (optional) Company Stamp Full Name and title

_____

_____
Date, Place

_____ _____
Signature and (optional) Company Stamp Full Name and title