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July 2022

General Terms and Conditions of Purchase (GTCP) of the nexiss GmbH

1. Scope

- 1.1. These General Terms and Conditions of Purchase ("GTCP") shall apply to all business relations with our business partners (hereinafter referred to as "Supplier") regarding orders for goods, services and other performances by nexiss GmbH, Robert-Bosch-Straße 7, 64293 Darmstadt. In particular, in the case of contracts for the delivery of movable goods ("Goods"), these GPC shall apply regardless of whether the Supplier manufactures the Goods itself or purchases them from suppliers.
- 1.2. These GPC shall only apply if the Supplier is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.
- 1.3. Unless otherwise agreed, these GPC shall also apply to our future inquiries or contracts with the supplier regarding deliveries of goods, services and other performances of the supplier to us, without us having to refer to them again in each individual case.
- 1.4. If we refer to the validity of our GPC in our inquiry or order, the GPC shall apply in the version valid at the time of the corresponding inquiry or order.
- 1.5. These GTCP shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the supplier shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. Without our express written consent, deviating general terms and conditions of the supplier shall not be recognized even by acceptance of the goods or services delivered by him and shall not apply even if we have not expressly objected to them in the individual case.
- 1.6. Individual agreements made between the parties in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GPC. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.
- 1.7. References to the applicability of statutory provisions shall only have clarifying significance. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GPC.
- 1.8. **Any translations of these AEB into other languages are for information purposes only. If a translation is provided in addition to the German language version, the German text shall take precedence in the event of any differences between the language versions.**

2. Offer, conclusion of contract

- 2.1. All our inquiries are subject to change and non-binding. They are a non-binding request to submit an offer and, in particular, do not constitute an application to conclude a

contract. All inquiries are technically based on our respective transmitted technical drawings and other technical specifications.

- 2.2. All offers of the supplier are - unless otherwise expressly agreed in text form - free of charge and non-binding for us. Any deviation from our inquiries shall be expressly referred to in the offer; if necessary, deviations shall be illustrated by corresponding drawings.
- 2.3. Unless otherwise stated in the offer, offers of the Supplier shall be deemed binding for the Supplier with a binding period of 14 days.
- 2.4. A contract for the respective delivery or service shall be concluded upon receipt of our corresponding written order (the text form, e.g. fax or e-mail shall be sufficient to maintain the written form), if the order does not contain any deviations from the respective offer of the supplier and is received by the supplier within the binding period. Upon our request, the supplier shall confirm the order in writing (for the purpose of clarification) without undue delay, but no later than three working days after receipt of the order.
- 2.5. If our order is received by the supplier outside the binding period and the order does not contain any deviation from the supplier's offer, a contract shall be concluded upon our receipt of the corresponding order confirmation from the supplier.
- 2.6. If our order contains deviations from the supplier's offer, it shall be deemed to be a new non-binding inquiry within the meaning of Clause 2.1, i.e. a request to submit a modified offer. The above sentence 1 shall not apply if the order is expressly marked as binding; in this case, a contract shall be concluded upon our receipt of the corresponding order confirmation from the supplier.
- 2.7. Our written order including these GPC shall be solely decisive for the content and scope of the delivery or service. Oral agreements of the contracting parties shall be replaced by the written content of the order, unless it is expressly stated in the oral agreements that they shall continue to be binding.
- 2.8. In the case of obvious errors, spelling mistakes and miscalculations in orders, we are not liable.
- 2.9. Within the scope of technical and economic reasonableness for the supplier, we may demand changes to the products to be delivered, in particular with regard to specification, drawing, design, construction and execution. In this case, the parties shall be obliged to mutually agree on the effects, in particular with regard to additional and reduced costs, production cycles, quantities in circulation and delivery dates.
- 2.10. Supplements or amendments to the agreements made, including these GTCP, must be in writing in order to be effective. Text form or transmission by telecommunication, in particular by fax or e-mail, shall be sufficient to comply with the written form requirement.
- 2.11. With the exception of managing directors or authorized signatories, our employees are not entitled to make additions or amendments to the agreements made, including these GPC. Such deviating agreements or oral declarations by our employees shall only be

binding on us if they have been confirmed by us in writing or recorded in a negotiation protocol.

3. Delivery and delivery time

- 3.1. Unless otherwise agreed, deliveries shall be made in accordance with DDP of Incoterms 2020 ("Delivered Duty Paid ... named place of destination"). The supplier must clear the goods for export and also for import and deliver them unloaded at the named place of destination on the arriving means of transport. The supplier shall bear all costs and also the risk until the arrival of the goods at the named place of destination.
- 3.2. If the place of destination is not specified and nothing else has been agreed, the delivery shall be made to our registered office at Robert-Bosch-Strasse 7, D-64293 Darmstadt. The respective place of destination shall also be the place of performance for the delivery and any subsequent performance (obligation to deliver).
- 3.3. The delivery must be accompanied by a delivery bill stating the date (issue and dispatch), the content of the delivery (article number and quantity) and our order ID (date and number). If the delivery bill is missing or incomplete, we shall not be responsible for any delays in processing and payment resulting therefrom. Separately from the delivery bill, a corresponding dispatch note with the same content must be sent to us electronically (e.g. by e-mail or fax).
- 3.4. The delivery dates or periods ("delivery time") and delivery quantities stated in our orders are binding.
- 3.5. If the delivery time is not specified in the order and has not been agreed otherwise, it is two weeks from the conclusion of the contract.
- 3.6. Decisive for the timeliness of deliveries or subsequent performance is the receipt of the agreed delivery quantities at the destination named by us.
- 3.7. In the case of deliveries which also include an obligation to install or assemble, their acceptance by us shall be decisive for the timeliness. Acceptance shall be deemed to have taken place if we are in default of acceptance.
- 3.8. Unless otherwise agreed or requested by us, delivery of goods must be made during our business hours.
- 3.9. The supplier is obliged to inform us immediately in writing if he is not likely to be able to meet agreed delivery times - for whatever reason.
- 3.10. The supplier shall only be entitled to make partial deliveries if and to the extent that we have given our written consent thereto.

4. Default / non-performance of the supplier

- 4.1. If the supplier does not provide his delivery or service or does not provide it within the agreed time or if he is in default, our rights - in particular to withdraw from the contract and to claim damages - shall be determined in accordance with the statutory provisions. The provisions of the following clause 4.2 shall remain unaffected.

- 4.2. If the supplier is in default with the delivery of goods, we shall be entitled - in addition to further statutory claims - to demand lump-sum compensation for our default damages in the amount of 0.2% (zero point two percent) of the net price of the delayed goods for each commenced working day of the delay, but in total not more than 5% (five percent) of the net price of the delayed goods. We reserve the right to prove that higher damages have been incurred. The supplier reserves the right to prove that no damage at all or only a significantly lower damage has been incurred.

5. Performance, transfer of risk, default of acceptance

- 5.1. Without our prior written consent, the supplier shall not be entitled to have the delivery or service owed by him performed by third parties (e.g. subcontractors).
- 5.2. The supplier shall bear the procurement risk for the goods and other items or services to be provided by him, unless otherwise agreed in individual cases (e.g. limitation to stock).
- 5.3. The risk of accidental loss and accidental deterioration of the delivery item shall pass to us upon handover at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis in the event of acceptance. The handover or acceptance shall be deemed equivalent if we are in default of acceptance.
- 5.4. The mere receipt of goods or works shall not be deemed acceptance.
- 5.5. The statutory provisions shall apply to the occurrence of our default in acceptance. However, the supplier must also expressly offer us his performance if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the supplier may demand compensation for its additional expenses in accordance with the statutory provisions. If the contract relates to a non-representable item to be manufactured by the supplier (individual production), the supplier shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.

6. Prices, payment

- 6.1. The price stated in our order is binding. All prices include statutory value added tax if this is not shown separately.
- 6.2. Unless otherwise agreed in individual cases, the price shall include all services and ancillary services of the Supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).
- 6.3. Without our prior express written consent, the supplier shall not have the right to adjust prices and/or charge additional costs of any kind.
- 6.4. The agreed price shall be due for payment within 30 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice.

- 6.5. If we make payment within 14 calendar days, the supplier shall grant us a 3% discount on the net amount of the invoice.
- 6.6. In the case of bank transfer, payment shall be deemed to have been made on time if our transfer order is received by our bank before the expiry of the payment deadline; we shall not be responsible for any delays caused by the banks involved in the payment process.
- 6.7. Payment shall not affect the warranty and the notice of defects and shall not constitute recognition of the technical correctness of the products or services or the quantity of the goods delivered.
- 6.8. Partial payments shall only be made on the basis of special agreements. We shall be entitled to make payments by check.
- 6.9. We do not owe any interest on arrears. The statutory provisions shall apply to default in payment.
- 6.10. We shall be entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the extent provided by law. In particular, we shall be entitled to withhold payments due as long as we are still entitled to claims against the supplier arising from incomplete or defective deliveries or services.
- 6.11. The supplier shall only have a right of set-off or retention on the basis of counterclaims that have been legally established or are undisputed.

7. Retention of title

- 7.1. The transfer of ownership of the goods to us shall be unconditional and without regard to the payment of the price.
- 7.2. However, if we accept an offer of the supplier for transfer of ownership conditional on payment of the purchase price in an individual case, the supplier's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. We shall remain authorized to resell the goods in the ordinary course of business even prior to payment of the purchase price, assigning the resulting claim in advance (alternatively, the simple reservation of title extended to the resale shall apply). In any case, all other forms of retention of title are excluded, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing.

8. Our copyrights and trademark rights, documents, data

- 8.1. We reserve the property rights and copyrights to illustrations, plans, drawings, calculations, implementation instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual performance. The supplier may not make these items available to third parties, either as such or in terms of content, disclose them, use them himself or through third parties, or reproduce them without our express consent. At our request, he shall return these items to us in full and destroy any copies made, insofar as they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. The

storage of electronically provided data for the purpose of usual data backup is excluded from this.

- 8.2. The supplier shall not be entitled to any right, in particular any right of use, to the trademarks under which we sell the goods manufactured by the supplier.
- 8.3. The supplier undertakes not to register any signs or designations under which we market the goods manufactured or supplied by it as its own trademarks or to cause another to register such trademarks.

9. Development and/or production of individual software by suppliers

9.1. If the subject of our order with the Supplier is (among other things) the development and/or production of individual software (i.e. software in accordance with our specifications, in particular in accordance with a specification), the mutual obligations of the parties shall primarily be governed by the separate software development or software production agreement which we regularly conclude with our contractual partners and which has priority of application over the provisions of these GPC. In the event that a separate software development or software creation agreement between us and the Supplier is not concluded or does not cover the subjects of the provisions set out below, the provisions of this Clause 9. and of the following Clauses 9.2. to 9.12. shall apply.

9.2. Contractual obligation of the supplier is

- a) the successful development of the individual software specified by the order ("Contract Software") in accordance with the specifications in the respective order, in particular, if applicable, in accordance with the specifications, together with user and development documentation (collectively referred to as the "Development Result"),
- b) the transfer of the development result to us by the contractually agreed date at the latest, and
- c) the granting to us of permanent rights of use to the development result

in accordance with these GPC or, if applicable, other contractual agreements of the parties that take precedence.

9.3. The integration of third-party and/or open source software components (collectively referred to as "Third-Party Components") into the development result shall be permitted to the Supplier only for the Third-Party Components clearly approved by us; for open source software components, such permission shall only apply to the extent that they are listed together with the name and version of the relevant open source license. The Supplier warrants that the integration of third party components is in each case

- a) does not restrict our ability to exploit the Development Result without restriction as to content in accordance with Section 9.9; and
- b) does not result in an obligation for us to subject other, in particular individually developed components of the development result, upon use, distribution or publication, in whole or in part, to the license conditions applicable to the third party component or to disclose its source code.

- 9.4. The Contract Software as part of the development result shall be transferred to us in its entirety in object and source code. Only insofar as it is expressly agreed for certain third party components, a transfer of third party components in deviation from this shall only take place in the object code.
- 9.5. The user documentation shall demonstrate the essential functions of the contractual software in a manner comprehensible to a user with average understanding. The developer documentation shall describe the source code of the contractual software in a manner comprehensible to an averagely experienced software developer in order to enable familiarization for the purpose of professional troubleshooting, maintenance and further development within a reasonable period of time.
- 9.6. The supplier may use the support of third parties ("subcontractors") for the performance of the contract with our prior written consent. The supplier shall be liable for the actions of a subcontractor as for its own actions.
- 9.7. We shall support the successful creation of the development result in every phase by active cooperation. In particular, we shall provide the Supplier in good time with the information and data from our sphere which are necessary for the proper production of the development result and, if necessary, allow employees of the Supplier reasonable access to our business premises during its business hours.
- 9.8. Before handing over the development result for acceptance testing, the supplier shall examine it in detail and verify whether it meets the contractual requirements. Upon request, the supplier shall provide us with a record of the results of this inspection.
- 9.9. Upon acceptance of the development result, we shall irrevocably receive the exclusive, permanent, worldwide and content-unrestricted right to reproduce, modify and otherwise rework, distribute, make publicly available and exploit the development result - also for types of use not yet known at the time of the transfer of rights. In addition, the following provisions shall apply:
 - a) Our exclusive rights refer to the object and source code of the development result as well as the documentation, in each case in modified and unmodified form, as well as to all intermediate results and design stages.
 - b) We may transfer, sublicense, and have third parties (e.g., hosting service providers) exercise all and/or part of our rights in the development result without restriction, and we may split off and grant rights from it at will.
 - c) The supplier irrevocably permits us to remove and/or replace existing copyright and copyright notices and comparable markings in the development result. The supplier assures us of a waiver of copyright designation by persons employed by him for the development and indemnifies us against any claims asserted in this respect.
 - d) Prior to acceptance, we are permitted to use the development result for acceptance testing purposes.
 - e) Insofar as components of the development result are physical, movable objects (e.g. data carriers) (§ 90 BGB), ownership shall pass to us upon acceptance.

- f) The Supplier warrants that it holds the rights to the Development Object and the intermediate and design stages required for the transfer of rights and that it has effectively obtained the consents required for the implementation of this Section 9.9. by its employees and other persons involved in the development.
 - g) Section 9.10 shall apply to third-party components.
- 9.10. If the development result contains open source software components, the relevant open source license conditions shall apply exclusively. For other third-party components, the provisions in Section 9.9 shall apply with the proviso that we shall only receive non-exclusive rights to these third-party components and that these rights shall be limited to the object code in the case of those third-party components that are to be provided only in the object code as agreed (cf. Section 9.4 sentence 2).
- 9.11. Until acceptance of the development result, we may at any time request in writing changes to the requirements for the development result ("change request"). The Supplier shall review our Change Requests within a reasonable period of time. Insofar as the examination of the Change Request requires considerable effort on the part of the Supplier, the Supplier shall be entitled to reasonable reimbursement of expenses. If the change request is feasible, the supplier shall offer its implementation at reasonable conditions. Correspondingly agreed changes in performance shall be documented by the parties as amendments to the contract in text form.
- 9.12. During the inspection in accordance with clause 9.11., the supplier shall continue the services in accordance with the existing contract, unless we request an interruption in text form. Agreed delivery and performance dates shall be extended by the duration of the requested interruption and by a reasonable restart time.

10. Provided items

- 10.1. We reserve title to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items which we provide to the supplier for production ("provided items"). The supplier is obliged to use the provided items exclusively for the manufacture of the goods ordered by us. The provided items and the goods manufactured with the help of these items may not be made accessible to third parties and must be returned to us without special request after termination of the cooperation, unless we have agreed in writing to their use for other purposes.
- 10.2. The supplier shall immediately give notice of any recognizable defects in the items provided; if no notice is given, the items provided shall be deemed to be in conformity with the contract.
- 10.3. The items provided shall - as long as they are not processed - be stored separately from the supplier's property at the supplier's expense and insured to a reasonable extent against destruction and loss. The supplier shall assign all claims for compensation arising from this insurance to us; we hereby accept the assignment.

- 10.4. The supplier is also obliged to carry out any necessary maintenance and inspection work on the items provided in a timely and proper manner. The costs of the maintenance and inspection work shall be borne by the supplier and us - unless otherwise agreed - in equal parts. The supplier must report any malfunctions immediately.
- 10.5. Any processing, mixing or combination (further processing) of provided items by the supplier shall be carried out for us. The same shall apply in the event of further processing of the goods provided by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions. If the provided items are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the items belonging to us (purchase price plus VAT) to the other processed items at the time of processing.

11. Quality, documentation

- 11.1. All goods to be delivered shall comply with the agreed specifications (drawing, technical specifications, standards, statutory provisions) and other agreed guidelines as well as the respective recognized rules of technology, shall be free from defects, in particular in design, manufacture and material, and shall be suitable for the purposes notified by us to the supplier. The goods must comply with the respective current standards, laws, in particular regulations for the protection of the environment and health, in the country of manufacture and customer, the relevant regulations of the European Union.
- 11.2. Changes to the specifications (including the manufacturing location) require our prior written consent. The supplier must check our specifications and drawings prior to production and - insofar as the supplier is aware of this when exercising due diligence - notify us immediately of any necessary changes.
- 11.3. The Supplier shall take appropriate quality assurance measures to ensure that the products comply with the agreed specifications.
- 11.4. The supplier shall check the quality of the ordered goods at regular intervals and provide us with the agreed test certificates upon request; the supplier shall inform us immediately and in writing of any quality problems occurring with the ordered goods and/or services.
- 11.5. The supplier shall always document in writing when, in what manner and by whom the goods have been tested with regard to features requiring documentation and what results the required quality tests have produced, insofar as this is stipulated in the technical documents or by separate agreement. The test documents must be kept for 10 years and submitted to us if required. The supplier shall oblige sub-suppliers to the same extent within the scope of the legal possibilities.
- 11.6. We shall be entitled to inform ourselves to a reasonable extent about the compliance with the provisions of this section of the GPC at the supplier's premises after prior notification and during the supplier's normal business hours and to inspect the relevant documents. The supplier shall support us in this to the necessary extent, provide documents and information.

12. Product labeling, packaging

- 12.1. The supplier shall mark the goods ordered by us in the manner specified or agreed by us.
- 12.2. Products which bear a mark or equipment protected in our favor or which are packed in original packaging by us may only be delivered by the supplier to us or to a third party designated by us. If products or packaging marked accordingly are rejected as defective and the supplier decides not to repair them, the supplier shall render the items unusable at its own expense, provided that the mark protected in our favor is affixed to them. The rendering unusable shall be assured to us in writing.
- 12.3. All goods must be properly packaged and shipped with due care as customary in the trade. The supplier shall be liable for any damage resulting from inadequate packaging.

13. Compliance with import/export regulations

- 13.1. The supplier shall comply with all requirements of the applicable national and international customs and foreign trade law (hereinafter: "AW Law"). The Supplier shall notify us in writing no later than two weeks after placing the order and without delay in the event of changes of all information and data which we require for compliance with the AW Law in the event of export, import and re-export, in particular:

- All applicable export list numbers including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN);
- the statistical commodity code according to the current commodity classification of foreign trade statistics and the HS (Harmonized System) code, and
- country of origin and
- EU supplier declarations of preferential origin (for European suppliers) or certificates of preference (for non-European suppliers).

- 13.2. Supplier shall not engage or use any person or subcontractor, sub-supplier, distributor or other contractor who is included in sanctions lists of the following regulations or their successors:

- (EC) No. 2580/2001 Terrorism;
- (EC) No. 881/2002 Al Qaeda;
- (EU) No. 753/2011 Afghanistan;
- EU embargo regulations

or the

- are classified as "State Sponsor of Terrorism" (hereinafter: SST) by the U.S. Department of State,

-are on the territory of an SST, belong to an SST, or are controlled by an SST,

-are included in the U.S. Department of Treasury's list of Specifically Designated Nationals and Blocked Persons.

13.3. The fulfillment of the contract by us is subject to the proviso that there are no obstacles to the fulfillment due to national or international regulations of the AW law as well as no embargos and/or other sanctions.

14. Defective delivery

14.1. The statutory provisions shall apply to our rights in the event of material defects and defects of title of the goods (including wrong delivery and short delivery as well as improper assembly, defective assembly, operating or instruction manual) and in the event of other breaches of duty by the supplier, unless otherwise stipulated below.

14.2. In accordance with the statutory provisions, the supplier shall be liable in particular for ensuring that the goods have the agreed quality when the risk passes to us. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject matter of the respective contract or have been included in the contract in the same way as these GPC shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, from the supplier or from the manufacturer.

14.3. Notwithstanding Section 442 (1) sentence 2 of the German Civil Code (BGB), we shall also be entitled to unlimited claims for defects if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.

14.4. The statutory provisions (§§ 377, 381 HGB (German Commercial Code)) shall apply to the commercial obligation to examine the goods and to give notice of defects, subject to the following proviso:

a) Our obligation to inspect shall be limited to defects which become apparent during our incoming goods inspection under external examination including the delivery documents (e.g. transport damage, wrong and short delivery) or which are recognizable during our quality control in the random sampling procedure.

b) Insofar as acceptance has been agreed, there shall be no obligation to inspect. Otherwise, it shall depend on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case.

c) Our obligation to give notice of defects discovered later remains unaffected.

d) Notwithstanding our duty to inspect, our complaint (notice of defect) shall be deemed to have been made without undue delay and in good time if it is sent within five working days of discovery or, in the case of obvious defects, of delivery.

- 14.5. Subsequent performance shall also include the removal of the defective goods and their re-installation, provided that the goods have been installed in another item or attached to another item in accordance with their nature and intended use; our statutory claim to reimbursement of corresponding expenses shall remain unaffected.
- 14.6. The Supplier shall bear the expenses necessary for the purpose of inspection and subsequent performance even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request for rectification of defects shall remain unaffected; in this respect, however, we shall only be liable if we recognized or were grossly negligent in not recognizing that there was no defect.
- 14.7. Without prejudice to our statutory rights and the provisions of Sections 14.5 and 14.6, the following shall apply:
- a) If the supplier fails to meet its obligation to remedy the defect - at our option by remedying the defect (rectification) or by delivering an item free of defects (replacement) - within a reasonable period set by us, we may remedy the defect ourselves and demand reimbursement from the supplier of the expenses required for this purpose or a corresponding advance payment.
 - b) If subsequent performance by the Supplier has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the Supplier of such circumstances without undue delay, if possible in advance.
- 14.8. Irrespective of the passing of risk, the supplier shall bear the costs and risk of the measures required for the purpose of subsequent performance (including, without limitation, return costs, transport costs, installation and dismantling costs).
- 14.9. Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, we shall be entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.

15. Supplier recourse

- 15.1. We shall be entitled to our statutory rights of recourse within a supply chain (supplier recourse pursuant to Sections 445a, 445b, 478 of the German Civil Code (BGB)) without restriction in addition to the claims for defects. In particular, we shall be entitled to demand from the supplier exactly the type of subsequent performance (repair or replacement delivery) that we owe to our customer in the individual case. Our statutory right of choice (Section 439 (1) BGB) shall not be restricted hereby.
- 15.2. Before we acknowledge or fulfill a claim for defects asserted by our customer (including reimbursement of expenses pursuant to Sections 445a (1), 439 (2) and (3) of the German Civil Code (BGB)), we shall notify the supplier and request a written statement, briefly but appropriately setting out the facts. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the supplier shall be responsible for proving the contrary.

- 15.3. Our claims from supplier recourse shall also apply if the defective goods have been further processed by us or another contractor, e.g. by incorporation into another product.

16. Producer liability

- 16.1. If the supplier is responsible for product damage, he shall indemnify us against claims by third parties to the extent that the cause lies within his sphere of control and organization and he himself is liable in relation to third parties.
- 16.2. Within the scope of its indemnification obligation, the supplier shall reimburse expenses pursuant to Sections 683, 670 of the German Civil Code (BGB) arising from or in connection with a claim by third parties including recall actions carried out by us. We shall inform the supplier about the content and scope of recall measures - to the extent possible and reasonable - and give him the opportunity to comment. Further legal claims shall remain unaffected.
- 16.3. The supplier shall take out and maintain product liability insurance with a lump sum coverage of at least EUR 250,000 per personal injury/property damage.

17. Limitation

- 17.1. The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.
- 17.2. Notwithstanding Section 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims based on defects shall be three years from the transfer of risk. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance. The three-year limitation period shall apply mutatis mutandis to claims arising from defects of title, whereby the statutory limitation period for claims in rem of third parties for surrender of goods (Section 438 (1) No. 1 BGB) shall remain unaffected; in addition, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right - in particular in the absence of a limitation period - against us.
- 17.3. The limitation periods of the law on sales including the above extension shall apply - to the extent provided by law - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply for this, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

18. Secrecy / Confidentiality

- 18.1. The mutual secrecy and confidentiality obligations of the parties are primarily governed by the separate secrecy agreement which we regularly conclude with our contractual partners and which has priority of application over the provisions of these GTCP. In the event that a separate non-disclosure agreement between us and the Supplier is not concluded or does not cover the subjects of the provisions set out below, the following provisions of Clauses 18.2. to 18.6. shall apply.

- 18.2. "Confidential Information" shall mean all information and documents of the respective other party which are marked as confidential or which are to be regarded as confidential from the circumstances, in particular information on operational processes, business relations and know-how.
- 18.3. The parties agree to maintain confidentiality about confidential information.
- 18.4. Such confidential information is exempt from this obligation,
- a) which were demonstrably already known to the Recipient at the time of the conclusion of the contract or which subsequently become known to the Recipient from a third party without violating a confidentiality agreement, statutory provisions or official orders;
 - b) which are public knowledge at the time of conclusion of the contract or are made public thereafter, unless this is due to a breach of the confidentiality agreement;
 - c) which must be disclosed due to legal obligations or by order of a court or authority. To the extent permissible and possible, the recipient obligated to disclose shall inform the other party in advance and give it the opportunity to object to the disclosure.
- 18.5. The parties shall only grant access to Confidential Information to those consultants who are subject to professional secrecy or who have been previously imposed obligations corresponding to the confidentiality obligations of this Agreement. Furthermore, the parties shall disclose the Confidential Information only to those employees who need to know it for the performance of this Agreement and shall impose confidentiality obligations on such employees to the extent permitted by employment law.
- 18.6. The supplier may only advertise the business relationship with us with our prior written consent. This shall also apply in particular to publications of research or development results resulting from a cooperation with us.

19. Termination of continuing obligations, insolvency of the supplier

- 19.1. Unless otherwise agreed between the parties, framework agreements and other continuing obligations may be terminated in writing at any time, in whole or in part, with one month's notice to the end of the month.
- 19.2. The right to extraordinary termination for good cause remains unaffected. An important reason for extraordinary termination by us exists in particular in the following cases:
- the supplier is more than four weeks in arrears with a contractual obligation and a grace period of at least one week set by us has expired without result;
 - the supplier has repeatedly and not only slightly violated our quality specifications;
 - an insolvency petition has been filed for the supplier or insolvency proceedings have been opened; the rejection of an insolvency petition for lack of assets is equivalent to this;

-Payment setting of the supplier;

-Change of control (change of majority ownership) at the supplier.

- 19.3. The supplier is obliged to inform us immediately about a change of control or an application for insolvency.
- 19.4. In the event of extraordinary termination by us, we shall be entitled to make use of the equipment available for the continuation of the work or of deliveries and services previously provided by the supplier in return for reasonable compensation.

20. Final provisions

- 20.1. The relations between us and the supplier shall be governed exclusively by the laws of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.
- 20.2. If the supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising from the contractual relationship shall be DE-64293 Darmstadt. However, we shall also be entitled in all cases to bring an action at the place of performance of the delivery obligation pursuant to these GPC or a prior individual agreement or at the general place of jurisdiction of the supplier. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.
- 20.3. Insofar as the contract or these GPC contain loopholes, those legally effective provisions shall be deemed agreed to fill these loopholes which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these GPC if they had been aware of the loophole.