

## General Terms and Conditions of Purchase for the purchase of products and/or services of D+P, Dosier- u. Prüftechnik GmbH, Emil-Eigner-Str. 3, 86720 Nördlingen, Germany

### § 1 Definitions / Interpretation

1.1 The following terms have the following meaning:

- **D+P GTCP:** the present General Terms and Conditions of Purchase of D+P, Dosier- u. Prüftechnik GmbH for the purchase of products and/or services;
- **Change Order:** An amendment to the Purchase Order or Contract to make changes, additions, deletions, additions or other modifications to the Purchase Order, Contract or any part thereof;
- **Order:** Order placed by the customer with the supplier for the purchase of products and/or services, including electronic ordering;
- **Embedded software:** Software that is required for the operation of the products, is embedded in the products and is supplied as part of the products;
- **Industrial property rights:**
  - a. Patents, utility models, copyrights, database rights and rights to trademarks, brand names, designs, know-how and invention disclosures (registered and unregistered);
  - b. applications, amendments, confirmations, renewals, extensions, subdivisions or continuations of these rights and
  - c. all other industrial property rights and similar forms of protection;
- **Customer:** the party ordering products and/or services from the Supplier;
- **Customer Data:** any data or information, including personal data, obtained by the Supplier in preparation for or during the performance of the Contract, regardless of whether such data or information relates to the Customer or their respective customers or suppliers;
- **Services:** the services to be provided by the Supplier under this contract;
- **Supplier:** the party that supplies the Products and/or provides the Services to the Customer;
- **Delivery Location:** a location specified by the Customer, such as a warehouse, factory or other premises for the physical delivery of Products and/or performance of Services (including locations that may be specified in a price list) or the locations of a third party, such as freight forwarders or logistics service providers, or, if no location is specified, the Customer's place of business;
- **Delivery:** Delivery of products by the supplier in accordance with § 5 para. 1;
- **Party:** Customer or Supplier, together: the Parties;
- **Personal data:** means any data or information relating to an identified or identifiable natural person;
- **Products:** the items to be supplied by the Supplier under the Contract and/or any materials, documents or work products resulting from the Services provided by

the Supplier under the Contract, in any form and/or medium, such as data, diagrams, drawings, reports and specifications;

- **In writing or written form:** as described in § 22;
- **Subcontractor:** Subcontractor and/or sub-supplier;
- **Contract:** a written agreement signed by the Parties or an order placed by the Customer and confirmed in writing by the Supplier for the purchase of Products and/or Services from the Supplier, including any other documents submitted by the Customer to form part thereof, such as specifications (including specifications of the Supplier accepted by the Customer or those referred to by the Customer in the order).

1.2 References to §§ refer to §§ of the D+P GTCP.

1.3 Headings are for ease of reference only and have no influence on the interpretation of the D+P GTCP.

### § 2 Scope of application

2.1 The D+P GTCP are an integral part of the contract.

2.2 Any terms and conditions attached to or contained in the Supplier's quotations, confirmations, acceptances, specifications or similar documents shall not form part of the Contract and the Supplier waives any right it may have under any such terms or conditions unless agreed in writing by the Customer.

2.3 The supplier accepts the contract either expressly by written consent or implicitly by commencing performance of the contract.

2.4 All amendments to the contract, including this written form clause, must be agreed in writing.

### § 3 Obligations of the supplier

3.1 The Supplier shall deliver the Products and perform the Services as provided below:

- a. in accordance with applicable laws and regulations;
- b. in accordance with the Contract (including provision of necessary documentation) and any instructions from the Client;
- c. free from defects and third party rights and
- d. with the agreed quality and suitable for the use assumed under the contract or, in the absence thereof, for the use which is customary for such products and/or services and which the customer can expect.

3.2 The Supplier shall ensure that the Products are packaged in accordance with industry standards, applicable

laws and regulations and in a manner that is adequate to protect the Products and allow for safe unloading and inspection at the relevant delivery location.

**3.3** If the Customer identifies quality-related problems on the part of the Supplier, the Customer shall inform the Supplier thereof. Without prejudice to any other rights or claims under the Contract, the Customer shall be entitled to instruct the Supplier to carry out or cause to be carried out root cause analyses of the quality-related problems at the Supplier's risk and expense; the Supplier shall report on such analyses to the Customer within ten calendar days from the date of notification by the Customer. The Customer reserves the right to carry out an audit at the Supplier's premises on the basis of the results of the root cause analysis or in the event of non-compliance with this clause by the Supplier. The Supplier shall notify the Customer without being requested to do so if it has or becomes aware that quality-related problems may have an impact on the Products and/or Services. In this case, the provisions of this section 3 shall apply as if the Customer had informed the Supplier thereof.

**3.4** The Customer may issue change orders to the Supplier in writing and the Supplier shall carry out such change orders. If a change order causes an increase or decrease in the cost of the supplies or services or the time required for performance, an appropriate adjustment to the purchase price and/or delivery dates shall be made in writing. If such agreement between the Supplier and the Customer cannot be reached within a reasonable time frame, the Customer may nevertheless direct the execution of such change order. The parties shall then settle the consequences described herein. The Supplier shall only carry out a change upon receipt of a written change order from the Customer and shall otherwise remain bound by the provisions of the Contract.

**3.5** Unless otherwise provided by law or by the Contract, the Supplier may not suspend the delivery of Products or the provision of Services.

**3.6.** The Supplier shall be solely and exclusively responsible for all claims made and/or actions brought by its employees and/or subcontractors in connection with the performance of the Contract and, unless caused by gross negligence or willful misconduct on the part of the Customer, shall indemnify the Customer without limitation against any and all claims, proceedings, actions, fines, losses, costs, damages and expenses arising out of or in connection with any such claim and/or action and any failure to comply with any law, regulation, standard of practice, guidance or other requirement of any competent government or governmental body applicable to the Supplier, its employees or subcontractors. Supplier agrees to appear in court at its own expense if requested to do so by Customer, to confirm its status as sole and exclusive employer, and to provide Customer with all requested documents and information necessary to ensure Customer's proper legal defense in court. The preceding sentence shall not apply if the liability or

damage is due to gross negligence or willful misconduct on the part of the Customer.

**3.7** The Customer shall be entitled to make or cause to be made all payments due to employees and subcontractors of the Supplier who supply Products or perform Services under the Contract in order to avoid any action, lien or encumbrance. Such payments may be made by withholding credit notes from the Supplier, by set-off or by any other means. The Supplier shall provide all confirmations requested by the Customer in respect of such payments and shall indemnify and hold the Customer harmless for all payments made.

#### **§ 4 Payment, invoicing**

**4.1** As consideration for the Products and/or Services delivered and/or performed by the Supplier in accordance with the Contract, the Customer shall pay the Supplier the purchase price specified in the Contract, provided that the invoice meets the requirements set out in the Contract. Payment shall be made in the country in which the Supplier is registered and to a bank account in the name of the Supplier. The price is inclusive of all fees and taxes (other than VAT or equivalent) and all costs of manufacturing, processing, storage and packaging of Products (including the return of returnable packaging).

**4.2** The Supplier shall submit its invoices in a verifiable form, whereby the invoices must comply with the applicable laws, the principles of proper accounting and the specific requirements of the Customer and must in any case contain the following minimum information: Supplier's name, address (at which the Supplier can actually be reached) and contact person of the Supplier with contact details; invoice date; invoice number; order number and supplier number; Customer's address; quantity; specification of products and/or services; price (total amount invoiced); tax base (net amount in total); currency; tax or VAT amount; VAT amount./VAT amount; tax or VAT ID number; if applicable, the Authorized Economic Operator (AEO) and/or the authorization number of the authorized exporter and/or another customs identification number; agreed terms of payment. The Supplier shall indicate the purchase order number on all invoices (including but not limited to commercial invoices, pro forma invoices or customs invoices). The Supplier shall indemnify the Customer against all claims of third parties (including claims of authorities, such as tax authorities) and costs arising from the Supplier's non-compliance with this § 4 para. 2.

**4.3** Invoices shall be sent to the billing address specified in the contract (or as otherwise agreed with the customer).

**4.4** The customer shall pay invoices in accordance with the terms of payment agreed in the contract.

**4.5** The customer shall reimburse expenses only on a cost basis and to the extent agreed in writing.

**4.6** Services invoiced on the basis of hourly rates require written approval of the Supplier's timesheets by the Customer. The Supplier shall submit such timesheets to the Customer for approval as instructed by the Customer, but no later than together with the related invoice. Approval of the timesheets shall not constitute acceptance of any claims. The Customer shall not be obliged to pay invoices based on timesheets that have not been approved in writing by the Customer.

**4.7** The customer reserves the right to offset the amount and/or withhold payment for products and/or services that have not been provided in accordance with the contract.

**4.8** The Supplier shall not employ any person for the performance of the Contract who is not in possession of a required work permit, nor use any subcontractor or agency of temporary workers without the prior written consent of the Customer.

**4.9** The Supplier shall obtain from all its employed third parties a written undertaking in accordance with the provisions of § 4 (8) (including, but not limited to, the obligation to impose such obligations on additional employed third parties) before they commence their respective work under the Contract.

## § 5 Delivery, provision of services

**5.1** Unless otherwise specified in the Contract, delivery of the Products shall be FCA ("Free Carrier") to the place of delivery in accordance with INCOTERMS 2020.

**5.2** The services shall be provided at the location specified in the contract or, if no location is specified, at the customer's place of business.

**5.3** The supplier shall provide the following minimum information at the latest upon acceptance of the contract: Number of packages and contents, the HS codes and countries of origin of all products; EU supplier's declaration or other documents/declarations as proof of preferential and/or non-preferential origin. If the products are subject to national export controls, the relevant national export list number or the sub-number of the EU Dual-Use List must be indicated and, in the event that the products and/or services are subject to US export control regulations, the corresponding Export Control Classification Number (ECCN) or the classification number of the International Traffic In Arms Regulations (ITAR). The EU supplier's declaration or other proof of non-preferential/preferential origin as well as declarations of conformity and markings of the country of dispatch or destination must be submitted without being requested, certificates of origin upon request. The supplier shall not commission or use any persons or subcontractors who are included in the sanctions lists of the following regulations:

- Regulation (EC) 881/2002 ISIL (Da'esh) and Al-Qaida,
- Regulation (EU) 753/2011 Afghanistan,
- Regulation (EU) 2018/1542 Chemical weapons,
- Regulation (EU) 2019/796 Cyberattacks,

- Regulation (EU) 2020/1998 Human rights violations and abuses,
- Regulation (EU) 2022/1230 Terrorism,
- EU embargo regulations.

**5.4** The delivery of products and the provision of services shall take place during the customer's business hours (or the business hours at the place of delivery), unless otherwise requested or agreed by the customer.

**5.5** Upon delivery, the Supplier (or its appointed carrier) shall provide the Customer (or, at the Customer's request) with a delivery bill and all other export and import documents listed in § 5 para. 3 which are not already required to be provided at the time of acceptance of the Contract (or have not been provided in breach of the Contract). If the Customer has agreed to a partial delivery or if the Supplier intends to make a partial delivery and such partial delivery is reasonable for the Customer, the delivery bill must also list the outstanding remaining quantity.

**5.6** Ownership of the products shall pass to the customer upon delivery. If the Products contain Embedded Software, title to such Embedded Software shall not pass to the Customer. However, the Supplier shall grant the Customer and all users a worldwide, irrevocable, perpetual, transferable, non-exclusive and royalty-free right to use the Embedded Software as part of these Products and/or to operate the same, or the Supplier shall ensure that the owner grants this right. The Supplier shall not be entitled to any reservation of title. It shall transfer all rights of ownership of the Products to the Customer, free from liens, claims or encumbrances of any kind. The transfer of title to the Products shall not release the Customer from its obligation to pay for such Products under the Contract.

## § 6 Acceptance

**6.1** Any obligations or duties of the Customer to inspect the Products shall be limited to checking without undue delay whether the Products correspond to the quantity and type ordered and whether there are any visible external defects or damage caused by transportation. If the Customer is obliged to do so under the applicable law or has the obligation to inform the Supplier of defects, the Customer is entitled to do so

- a.** in the case of hidden defects within two weeks and
- b.** in the case of other defects, within one week of the customer discovering the defect. The above provision shall apply accordingly with regard to services.

These provisions under para. 1 shall not apply if the customer is exempted from such obligations or duties on the basis of other provisions.

**6.2** The services require written acceptance by the customer. Under this contract, fictitious acceptance provided for by law presupposes that the service has been completed and is essentially in accordance with the contract. The parties may also agree a specific acceptance procedure for other cases, in which case acceptance shall require a written declaration of acceptance by the

Customer. The Supplier shall inform the Customer in writing within a reasonable period of time in advance of the date from which the products and/or services are ready for acceptance.

**6.3** The customer may assert his claims and rights under the contract for rejected products or services.

## § 7 Delay in delivery

**7.1** The Supplier shall deliver the Products or perform the Services in accordance with the delivery dates or within the delivery time specified in the Contract. If the Supplier fails to deliver the Products or perform the Services in accordance with the agreed dates, the Customer shall be entitled to the following:

- a.** to terminate the contract in whole or in part or to withdraw from the contract, whereby the provisions in § 8 para. 4 lit. e. to para. 7 shall apply;
- b.** refuse to accept further deliveries of products or further provision of services;
- c.** recover from the Supplier all expenses reasonably incurred by the Customer in obtaining the Products and/or Services from another supplier as a substitute;
- d.** claim the contractual penalty for non-compliance with the deadlines agreed in the contract by the supplier. The contractual penalty shall be paid at the rate specified in the contract. The Supplier shall pay the contractual penalty upon written demand or upon receipt of an invoice by the Customer. The agreed contractual penalty shall in no way affect the Customer's claim for damages. Furthermore, payment of the contractual penalty shall not release the Supplier from its contractual obligations and responsibilities. The Customer is entitled to reserve the right to claim the contractual penalty until the date of the last payment.
- e.** (in addition to the contractual penalty under this para. 1 lit. d., if applicable) any (exceeding) additional costs, losses or damages incurred by the Customer and reasonably attributable to the Supplier's failure to meet the agreed deadlines; and

**7.2** The customer may choose one or more of the aforementioned claims or rights. The recovery of costs or damages pursuant to para. 1 lit. c. to e. does not exclude the customer's right to claim compensation for all costs or damages incurred or arising in connection with delays.

**7.3** If applicable law requires that the customer sets a deadline for the supplier before asserting one of the aforementioned remedies, the rights and claims under this § 7 shall only apply after the customer has set the supplier this deadline and the supplier has not properly delivered or performed within this deadline.

## § 8 Warranty claims

**8.1** The Supplier warrants that the Products and/or Services comply with the Contract, including but not limited to the Supplier's responsibilities set out in § 3 para. 1.

**8.2** The supplier warrants that the products are new and unused at the time of delivery and remain free from defects during the warranty period.

**8.3** The warranty period shall be 24 months from delivery and, in the case of services, from the complete performance of the same (or as otherwise agreed with the customer).

**8.4** In the event of any breach of warranty which is not remedied within 48 hours of notification by the Customer or such longer or shorter period as may be reasonably allowed by the Customer in the circumstances, or in any other case where applicable law does not require the setting of a time limit for remedy, the Customer shall be entitled to enforce any or all of the following claims or rights at its option and at the Supplier's expense:

- a.** Granting the Supplier the opportunity to carry out any additional work necessary to ensure fulfillment of the contract, i.e. in particular prompt repair or prompt replacement of the defective products and/or services;
- b.** Performing (or commissioning a third party to perform) any additional work necessary to bring the Products and/or Services into conformity with the Contract;
- c.** Rejection of any further product deliveries and/or services by the Supplier;
- d.** Demanding indemnification of the customer and compensation for damages incurred by the customer as a result of breach of contract by the supplier;
- e.** Termination of the contract with immediate effect or withdrawal from the contract; in the event of such termination
  - (1) the Customer shall not be obliged to indemnify or continue to pay the Supplier (including payment for the Products and/or Services which have been rejected); in the event of withdrawal at the Customer's option, the Supplier shall refund to the Customer all payments received from the Customer for the Products and/or Services and take back the Products at the Supplier's risk and expense; and
  - (2) the customer may procure equivalent products and/or services from another supplier as a substitute; any resulting additional costs shall be borne by the supplier.

**8.5** The legal remedies pursuant to § 8 para. 4 shall be carried out at the Supplier's expense (including, but not limited to, transportation and installation and removal or assembly and dismantling costs) and risk.

**8.6** In the event of a defect, the warranty period shall be extended by a period corresponding to the period required for the supplier to carry out the remedial work. The same warranty period extension shall apply if defective products or services cannot be used for their intended purpose due to a defect. All other provisions that lead to an extension, restart or suspension of the warranty period shall remain unaffected.

**8.7** The rights and remedies available to the customer under the contract are cumulative and do not exclude

any rights or remedies to which the customer is entitled due to defects.

## § 9 Industrial property rights

**9.1** Without prejudice to paragraph 2, the Supplier hereby grants to the Customer a worldwide, irrevocable, transferable, sub-licensable, non-exclusive, royalty-free license to use the Intellectual Property Rights in the Products and, if applicable, in the Embedded Software and any other software to be provided under the Contract, or the Supplier agrees to provide the Customer with such a license.

**9.2** The Supplier assigns to the Customer the full ownership rights to all Intellectual Property Rights to the Products arising from the Supplier's Services. The Supplier also agrees, at the Customer's request and expense, to take all further steps necessary to obtain full ownership of the Intellectual Property Rights for the Customer.

**9.3** Intellectual Property Rights in any products developed or licensed to the Supplier prior to or outside the Contract (hereinafter referred to as "Pre-existing Intellectual Property Rights") shall remain with the Supplier (or the third party owner). To the extent that Pre-existing IP Rights are embedded in products resulting from the Supplier's Services, the Supplier grants the Customer a worldwide, irrevocable, transferable, sub-licensable, non-exclusive, royalty-free license to use the Pre-existing IP Rights as part of such products, including the right to improve, develop, market, distribute, sublicense or otherwise use the Pre-existing Intellectual Property Rights, or agrees to cause the third party owner to grant such license.

**9.4** The Supplier shall list in writing and prior to delivery any open source software that may be included in or used by the Embedded Software and request the Customer's written approval for this. The Supplier agrees to replace any open source software components rejected by the Customer at its own expense with software of at least the same quality and functionality. The Supplier shall indemnify and hold the Customer harmless from all third party claims relating to the use of open source software in the products or services.

**9.5** If claims are made against the Customer that the products and/or services infringe the industrial property rights of a third party, the Supplier shall take the following measures at its own expense and at the Customer's discretion:

- a.** It provides the customer and, if applicable, the customer's customers, with the right to continue using the products and/or services;
- b.** it modifies the products and/or services in such a way that they no longer infringe the rights; or
- c.** it replaces the products and/or services with equivalent products and/or services that do not infringe the rights.

Otherwise, the customer is entitled to terminate the contract with immediate effect and to reclaim all amounts paid to the supplier under the contract.

## § 10 Compliance

**10.1** The Supplier shall provide the Products and/or Services in accordance with all applicable laws, regulations and codes of practice.

**10.2** The Supplier represents and warrants that it will fully comply with all applicable trade and customs laws, regulations, instructions and policies, including, but not limited to, compliance with all required customs regulations, certificates of origin, export and import licenses and exemptions thereto, and that it will make all proper filings with appropriate governmental authorities and provide all proper information relating to the provision of services, release or transfer of products, hardware, software and technology.

**10.3** The Supplier represents and warrants that no goods, materials, equipment, components, parts, technology or services contained in, incorporated into or provided in connection with the Products or Services originate from any country or region subject to an embargo imposed by any governmental authority. If any of the Goods and/or Services have or are subject to export restrictions, it is the Supplier's responsibility to inform the Customer immediately in writing of the details of such restrictions.

**10.4** The Supplier represents and warrants that it is not a person subject to economic or financial sanctions imposed by any governmental authority ("Sanctioned Person"), including the US list of Specially Designated Nationals (SDN) and Blocked Persons. The Supplier acknowledges that this may also include (legal) persons who are not explicitly listed on a sanctions list maintained by a governmental authority, but who are directly or indirectly owned 50% or more by one or more Sanctioned Persons. The Supplier further represents and warrants that no Sanctioned Person has any ownership, financial or other interest in the Products and/or Services and that the delivery of the Products and/or performance of the Services does not involve the transfer, payment, export or return of any property or interest in property of any Sanctioned Person.

**10.5** Each Party warrants that it and, to its knowledge, other persons will not, directly or indirectly, make payments, gifts or other promises to its officers or employees, business partners, public officials or other third parties in a manner that is inconsistent with applicable law. Each party further warrants that it will comply with all applicable laws, regulations, ordinances and rules regarding bribery and corruption. This agreement does not oblige either party or any of its group companies to reimburse the other party for any consideration of this kind granted or promised. Any breach of any of the foregoing obligations shall be deemed a material breach of the Agreement. A material breach by either party shall entitle the other party to terminate the Contract with immediate effect and without prejudice to any further rights or remedies under this Contract or applicable law. The Supplier shall not be entitled to any compensation,

damages or other claims arising out of or in connection with such termination.

**10.6** Notwithstanding the provision in § 10 para. 5, the Customer may terminate the contract with immediate effect and break off the entire business relationship with the Supplier under the conditions of § 7 para. 3 of the German Supply Chain Management Act (Lieferketten-sorgfaltsgesetz - LkSG). The Supplier shall not be entitled to any compensation, damages or other claims arising from or in connection with such termination or discontinuation.

**10.7** Notwithstanding anything to the contrary in the Contract, the Supplier shall fully indemnify and hold the Customer harmless from and against any liability, damages, costs and expenses arising from any breach of any of the obligations contained in this § 10 and, if applicable, from the termination of the Contract based thereon or from any export restrictions which have been concealed by the Supplier.

## **§ 11 Confidentiality, data security and data protection**

**11.1** The Supplier shall treat all customer data as strictly confidential. This applies regardless of whether this data was received before or after acceptance of the contract. The Supplier shall limit the disclosure of such confidential material to those of its employees, agents or subcontractors or other third parties who need to know it for the purpose of supplying the Products and/or performing the Services to the Customer. The Supplier shall ensure that such employees, agents, subcontractors or other third parties are subject to and comply with the same confidentiality obligations as the Supplier and shall be liable for any unauthorized disclosure.

**11.2** Supplier shall use appropriate security measures to protect Customer Data, commensurate with the nature of the Customer Data to be protected, and shall protect Customer Data in accordance with the generally accepted standards of protection in the relevant industry or in the same manner and to the same extent as its own confidential and proprietary information, whichever is the higher standard. Supplier may disclose Confidential Information to "Permitted Additional Recipients" (i.e., Subcontractor's authorized agents, which include auditors, attorneys, legal counsel and consultants), provided always that

- a.** such information is only disclosed to the extent required by the recipient and
- b.** such Permitted Additional Recipients enter into a confidentiality agreement with the Supplier, the terms of which are substantially similar to these Terms or, as applicable, are under a professional duty of confidentiality to an extent that ensures confidentiality of such information.

**11.3** The supplier may

- a.** use customer data for no other purpose than to deliver the products and/or provide the services and

- b.** not reproduce customer data in whole or in part in any form, except as otherwise provided in the contract, and
- c.** not disclose customer data to third parties, except to Permitted Additional Recipients or with the customer's prior written consent.

**11.4** The Supplier shall, at its own expense, install and keep up to date appropriate protection software and security patches for all computers and software used in connection with the supply of the Products and/or the provision of the Services.

**11.5** The Supplier must inform the Customer immediately of any suspected data security breaches or other serious incidents or irregularities concerning all Customer Data.

**11.6** The Supplier agrees that the Customer may make information received from the Supplier available to third parties.

**11.7** Data protection

- a.** If the Customer discloses Personal Data to the Supplier or the Customer otherwise has access thereto under the Contract, the Supplier shall comply with all applicable data protection laws and regulations.
- b.** The Supplier shall take appropriate technical and organizational measures to ensure a level of protection appropriate to the nature and scope of the Customer Data concerned and the circumstances and purposes of the processing.
- c.** The Supplier acknowledges that the processing of Personal Data in accordance with the Contract may require the conclusion of an additional data processing agreement or other data protection agreements with the Customer, in particular if such provisions are not already included in the Contract. In such a case, the Supplier shall, at the Customer's request, immediately conclude such data protection agreements as are required by mandatory statutory provisions or a competent data protection authority or other competent authority and are specified accordingly by the Customer.

## **§ 12 Liability and indemnification**

**12.1** Without prejudice to any applicable mandatory law, the Supplier shall indemnify or hold the Customer harmless from and against any and all liabilities, damages, costs, losses or expenses incurred by the Customer as a result of the Supplier's breach, to the extent that such liabilities, damages, costs, losses or expenses are caused by or arise out of the Supplier's negligent acts or omissions, unless caused by the Customer's gross negligence or willful misconduct. The Supplier shall indemnify or hold the Customer harmless without limitation against all claims made by a third party against the Customer in connection with the Products and/or Services and relating to a breach of contract by the Supplier, including, but not limited to, infringement of a third party's Intellectual Property Rights. At the Customer's request, the Supplier shall defend the Customer against any such third party claims.

**12.2** The Supplier shall be responsible for the control and direction of all its employees or subcontractors and shall be liable for their acts or omissions as if they were acts or omissions of the Supplier.

**12.3** The Supplier shall maintain appropriate professional or business and product liability insurance and statutory accident insurance/employer's liability insurance with reputable and financially strong insurance companies and provide evidence thereof upon request, but this shall not release the Supplier from liability towards the Customer. The naming of the sum insured does not imply any limitation of liability.

**12.4** The Customer reserves the right to set off claims under a Contract against any amounts owed to the Supplier, including from other legal relationships.

### § 13 Termination

**13.1** The Customer may terminate the Contract in whole or in part at any time by giving thirty calendar days' written notice to the Supplier. In such event, the Customer shall pay to the Supplier the value of the Products and/or Services already delivered but not yet paid for (provided that they have been performed in accordance with the Contract) and proven direct costs reasonably incurred by the Supplier for the Products and/or Services not yet delivered, but in no event more than the price for the Products and/or Services agreed in the Contract. No further compensation shall be payable to the Supplier.

**13.2** In the event of a breach of contract by the Supplier, the Customer shall be entitled to terminate the contract or withdraw from the contract, whereby the provisions of § 8 para. 4 lit. e. to para. 7 shall apply.

**13.3** Either party may terminate the contract by written notice with immediate effect if

- a. an interim injunction is issued against the other party with a significant effect on the performance of the contract; or
- b. a significant deterioration in the financial or economic situation of the other party occurs or the liquidation of the other party (by its shareholders) is resolved; or
- c. the other party ceases or threatens to cease to carry on a substantial part of its business, whether voluntarily or involuntarily, and this adversely affects or will adversely affect the other party's ability to perform its obligations under the contract; or
- d. there is a not insignificant change in the control of the supplier.

**13.4** In the event of termination pursuant to paragraphs 1 to 3, the other party must immediately return to the terminating party at its own expense all items (including all customer data of the customer or other data pursuant to § 11 paragraph 1 as well as documents and industrial property rights) which are under the control of the other party at that time. In the event of termination by the customer, the complete documentation on the products and/or services supplied must also be handed over to the customer.

**13.5** The D+P GTCP do not restrict the statutory right of a party to terminate for good cause. If the law also permits partial termination in such cases, the contract as a whole can only be terminated if the good cause requires a total termination.

**13.6** Termination or withdrawal from the contract must be made in writing.

### § 14 Force Majeure

**14.1** Neither party shall be liable for any delay in performance or failure to perform its obligations under the Contract if the delay or failure is the result of a Force Majeure Event. Force majeure means an event which could not have been foreseen by the affected party at the time of performance of the Contract, is unavoidable and beyond the reasonable control of the affected party, provided that it is unable to overcome the event despite all reasonable efforts and that it informs the other party within ten calendar days of the occurrence of the force majeure event or at the time the Supplier learns or should reasonably learn of the event, whichever is later.

**14.2** If a Force Majeure Event exceeds thirty calendar days, either party may terminate the Contract in writing with immediate effect without liability to the other party. The parties shall each use reasonable endeavors to minimize the effects of a force majeure event.

### § 15 Assignment of claims, subcontractors

**15.1** The Supplier shall not, without the Customer's prior written consent, assign, transfer or sub-contract the Contract or any part of it (including any claim against the Customer) to any of its Affiliates or to any successor in title acquiring that part of the business of the Customer's group of companies to which the relevant Contract relates.

**15.2** The Supplier agrees that the Customer may assign, transfer or subcontract the Contract or parts thereof to a legal successor who acquires the part of the affiliated company from the Customer to which the respective Contract relates. This shall subsequently also apply accordingly to the legal successor.

### § 16 Communication

All notices shall be given in writing, by fax or e-mail to the address of the party concerned as stated in the Contract or to such other address as that party may have notified in writing. Correspondence, information or documentation from the Supplier in relation to the Contract shall be provided in the language used in the Contract, unless the Customer approves another language version in writing.

### § 17 No waiver

The failure of the Customer to invoke or enforce any provision of the Agreement shall not constitute a waiver of such provision and shall not affect the right to invoke or

enforce such provision or any other provision contained herein at a later date.

### § 18 Applicable law

**18.1** The contract shall be governed by the laws of the Federal Republic of Germany to the exclusion of

- a. §§ 305 to 310 of the German Civil Code,
- b. the conflict of laws rules of German law and
- c. the United Nations Convention on Contracts for the International Sale of Goods (CISG).

### § 19 Severability clause

The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of the remaining provisions. The parties shall agree on valid and enforceable provisions that come as close as possible to the economic effect of the invalid or unenforceable provision.

### § 20 Contractual unit, order of precedence

**20.1** The Contract (including these D+P GTCP) and any documents incorporated in the Purchase Order or any other agreement constitute the entire agreement between the parties and supersede all prior agreements between the parties relating to its subject matter.

**20.2** In the event of discrepancies or contradictions between the Contract Documents, the following order of precedence shall apply:

- a. the contract drawn up by the customer (including specific deviations from the D+P GTCP, insofar as they have been expressly included in this contract) and
- b. this D+P GTCP.

**20.3** Other terms and conditions set out or referred to in documents other than those referred to in this § 20 are not and shall not form part of any Contract.

### § 21 Third-party settlement

**21.1** The relationship between the parties is one between independent parties on arm's length terms and the Contract shall not be construed as implying that the Supplier is an agent or employee of the Customer or has any form of partnership with the Customer and the Supplier shall not hold itself out as being the Customer or acting on its behalf.

**21.2** The Contract does not create an employment relationship between the Customer and the Supplier or between the Customer and the Supplier's employees involved in the performance of the Contract. The Customer shall remain free from any responsibility or liability for employees, social security or taxes in respect of the Supplier and its employees involved in the performance of the Contract.

### § 22 Electronic signature

The parties recognize the electronic signature (e.g. via Adobe Sign, DocuSign or similar tools or by means of otherwise scanned signatures by authorized persons) as sufficient and binding for the conclusion of the contract as well as for all documents related to the contract, including (but not limited to) documents for which the contract requires written form or which are to be signed by the parties.

In case of discrepancies or ambiguities, the German version of these GTCP shall prevail.

**As at 13.12.2024**