

## GENERAL TERMS OF PURCHASE

### 1. SCOPE AND PRINCIPLES

- 1.1 These General Terms of Purchase ("GTP") of Eucon GmbH, Martin-Luther-King-Weg 2, 48155 Münster, Germany (hereafter: "Eucon"), apply to all business relationships with our business partners and suppliers (hereafter: "suppliers"). The GTP only applies if the supplier company is an entrepreneur according to Section 14 German Civil Code (BGB), a Legal entity under public law or special fund under public law.
- 1.2 The GTP applies in particular to agreements on the sale and/or supply of movable things ("goods"), irrespective of whether the supplier manufactures the goods itself or purchases from sub-suppliers (Sections 433, 650 BGB); insofar as a delivery concerns data, such data is also considered goods within the meaning of this GTP. Unless otherwise agreed, the GTP applies also for future agreements of the same type without having to refer to them again in each individual case.
- 1.3 This GTP applies exclusively. Deviating, conflicting or supplementary general terms and conditions of the supplier shall only become part of an agreement if and to the extent that we have expressly agreed in writing. This requirement of consent shall apply in any case, for example, even if we accept deliveries or services without reservation in knowledge of the general terms and conditions of the supplier.
- 1.4 Agreements made with the supplier in individual cases (including supplements and amendments) shall take precedence over these GTP. For the content of such agreements, a written contract or our written confirmation shall be authoritative unless expressly agreed otherwise.
- 1.5 Legally relevant declarations and notifications of the supplier pertaining to the contract (e.g. setting of a deadline, reminder, withdrawal) shall be provided in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Legal formal requirements and further evidence, in particular in cases of doubt as to the legitimacy of a declarant, shall remain unaffected.
- 1.6 References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall apply unless they are directly amended or expressly excluded in these GTP.

### 2. CONCLUSION OF CONTRACT

- 2.1 Our order shall be deemed binding at the earliest upon written submission or confirmation. The supplier shall point out obvious errors (e.g. spelling and calculation errors) and incompleteness of the order including the order documents to us for the purpose of correction or completion before acceptance; otherwise, the contract shall be deemed not concluded.
- 2.2 The supplier is required to confirm our order in writing within a period of fourteen days or - in the case of a delivery of goods - to execute it without reservation by dispatching the goods (acceptance).

- 2.3 A delayed acceptance by the supplier is considered a new offer and requires acceptance by us.
- 2.4 We shall be entitled to withdraw from a contract at any time by written declaration stating the reason if (i) we are no longer able to use the ordered goods or services in our business operations or are only able to use them at considerable expense due to circumstances occurring after the conclusion of the contract for which the supplier is responsible (such as the lack of compliance with legal requirements) or (ii) the financial circumstances of the supplier deteriorate after conclusion of the contract in such a way that delivery in accordance with the contract cannot be expected.

### 3. DELIVERY TIME AND DELAY

- 3.1 The delivery or performance time specified by us in the order is binding. The delivery or performance time, if not specified in the order or otherwise agreed on, shall be 14 days from conclusion of the contract. The supplier is obliged to inform us immediately in writing if the supplier becomes aware that the supplier will be unable to meet agreed delivery or service times - for whatever reason.
- 3.2 If the supplier does not perform or does not perform within the agreed delivery or performance time or is in default, our rights - in particular to withdrawal and compensation for damages - shall be governed by the statutory provisions. The regulations in Section 3.3 remain unaffected.
- 3.3 If the supplier is in default, we may - in addition to further legal claims - claim lump-sum compensation for our damages due to default in the amount of 1% of the net price per completed calendar week, but in total not more than 5% of the net price of the delayed performance. 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 significantly less damage has been incurred.
- 3.4 The supplier is not entitled to partial deliveries without our prior consent.

### 4. SERVICE, DELIVERY, PASSING OF RISK, DEFAULT IN ACCEPTANCE

- 4.1 Without our prior written consent, the supplier shall not be entitled to have the performance rendered by third parties (e.g. subcontractors). The supplier shall bear the procurement risk for its deliveries and services unless otherwise agreed in individual cases (e.g. limitation to stock).
- 4.2 Deliveries of goods within Germany shall be made free of any additional charge to the place specified in the order. If the place of destination is not specified and unless otherwise agreed, the delivery shall be made to our business location in Münster. The respective destination is also the place of performance for the delivery and any subsequent performance.
- 4.3 Deliveries of goods must include a delivery bill stating the date (issue and dispatch), content of the delivery (item number and quantity) and our order ID (date and number); if a project number has been assigned

and/or a project manager is responsible for the delivery, this information must also be provided. If the delivery bill is missing or incomplete, we shall not be responsible for any delays in processing and payment as a result. A corresponding dispatch note with the same content must be sent to us separately from the delivery bill.

- 4.4 The risk of accidental loss and accidental deterioration shall pass to us upon handover at the place of performance. Insofar as an acceptance has been agreed upon, such acceptance shall be relevant for the passing of risk. The statutory provisions of the law on contracts to produce a work shall also apply in all other respects, mutatis mutandis, in the event of an acceptance. The same applies to handover or acceptance, if we are in default of acceptance.
- 4.5 The statutory provisions shall apply to our default in acceptance. However, the supplier must also expressly offer its 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 (Section 304 BGB). If the contract pertains to a unique item to be manufactured by the supplier (individual production), the supplier shall only be entitled to further rights if we are contractually obliged to cooperate and are responsible for failure to cooperate.

## 5. COMPLIANCE WITH LAWS

- 5.1 In connection with the contractual relationship, the supplier shall be obliged to comply with the statutory provisions applicable to the supplier and its performance in each case. This relates in particular to anti-corruption and money laundering laws as well as antitrust, labor and environmental protection regulations.
- 5.2 The supplier shall ensure that the goods delivered by the supplier comply with all relevant requirements for placing on the market in the European Union and the European Economic Area. Upon request, the supplier shall provide us with evidence of conformity by submitting suitable documents. In particular, the goods or services must comply with all regulations concerning the placing of the goods on the market, all recognized rules of technology and the respective industry standards.
- 5.3 The supplier shall inform us without undue delay if a service is wholly or partially subject to export restrictions under German or any other foreign trade law.
- 5.4 Supplier shall use reasonable efforts to ensure compliance by its subcontractors with the obligations pursuant to Section 5.

## 6. COOPERATIVE ACTIONS

- 6.1 We shall fulfill obligations to cooperate insofar as these are agreed in the contract.
- 6.2 We shall provide the supplier with requested documents or information - if and to the extent available -

on the agreed dates. If information or documents may not be disclosed due to third party rights, this shall not constitute insufficient cooperation.

- 6.3 The supplier acknowledges that EUCON expects its service providers and suppliers for information technology to adhere to certain technical specifications and "good practices", which are detailed in Eucons ["Guideline Information Security and Data Protection for Service Providers"](#). These serve to maintain the security and integrity of information technology systems. To the extent applicable, the supplier warrants that the provisions of this guideline will be observed when providing services.
- 6.4 The supplier shall immediately give written notice of any insufficient cooperation. Otherwise, we will not be considered in default. We shall only be responsible for insufficient or delayed acts of cooperation to the extent that we acted intentional or negligent.

## 7. PRICES AND TERMS OF PAYMENT

- 7.1 The price specified in the order is binding. All prices are inclusive of statutory value added tax if this is not indicated separately. The supplier shall ensure that the invoices comply with the statutory requirements (in particular the provisions of the German Act on value added tax (UStG)). The following items must be included in the invoice:
  - a. Complete address and name of the company and the beneficiary of the service
  - b. Tax number or VAT ID of the invoicing party
  - c. VAT ID No. of Eucon GmbH (VAT Reg. No.: DE815579420)
  - d. Service date
  - e. Invoice date
  - f. Invoice number
  - g. Tax rate
  - h. Project number, if applicable (will be provided by the project manager)
  - i. Country in which the service was provided
  - j. Price
- 7.2 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). Any services performed by the supplier exceeding the agreed services and ancillary services shall only be remunerated with our prior consent.
- 7.3 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. If we make payment within 14 calendar days, the supplier shall grant us a 3% discount on the net amount of the invoice. 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.
- 7.4 We do not owe interest on maturities. Default in payment shall be governed by the statutory provisions

with the proviso that the default interest shall amount to five percentage points above the basic rate of interest pursuant to Section 247 BGB per annum.

- 7.5 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 permitted by law. In particular, we shall be entitled to withhold payments due for claims against the supplier arising from incomplete or defective performance.
- 7.6 The supplier shall have a right of set-off or retention only to counterclaims which have been finally adjudicated or are undisputed. Any rights of set-off and retention of the supplier to claims which are in a reciprocal relationship (synallagma) to our main claims shall also remain unaffected.

## 8. RETENTION OF TITLE

- 8.1 The transfer of ownership of goods to us shall be unconditional and without regard to payment. If, however, 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 with advance assignment of the claim arising therefrom (alternatively, the simple reservation of title extended to the resale shall apply). This excludes all other forms of retention of title, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing.
- 8.2 Any processing, mixing or combining (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 delivered goods 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.

## 9. RIGHTS OF USE SOFTWARE AND DATA SUPPLIES

- 9.1 The supplier shall grant us an exclusive right of use, unrestricted in terms of time, territory and content, to all performance results individually created for us (including source codes if any) upon their creation or acquisition, but no later than at the time of handover, which extends to all known and unknown types of use, including
- the right to reproduce, permanently or temporarily, wholly or partially, by any means and in any form, for example, to load and/or run or otherwise permanently and/or temporarily store on electronic, electromagnetic or optical storage media, such as any type of hard disk, RAM, DVD, CD-ROM, memory cards, USB sticks, etc.;
  - the right to distribute the reproductions on any medium and in any form and by any other means,

including the right to exploit them commercially, including by rental and/or lease;

- the right of communication to the public by wire and/or wireless means, in particular making available to the public in such a way that the work results are accessible to members of the public from places and at times of their choice;
  - the right to translate, edit, or otherwise transform, as well as to exploit the versions so produced in the same manner as the initial objects themselves.
- 9.2 For results not individually created for us, Section 9.1 shall apply accordingly with the proviso that only non-exclusive rights are granted to us.
- 9.3 We shall be entitled to transfer the above rights wholly or partially to third parties without further consent by the supplier or to split off further simple rights of use therefrom and grant them to third parties.
- 9.4 With regard to the delivery of pre-existing materials the granting of the right of use shall be governed by the offer, or alternatively by aforementioned Section 9.2. This applies in particular to standard software provided to us by the supplier and other standard objects of use of the supplier or a third party. At the very least, however, we shall be granted all rights required for use in accordance with the contract.
- 9.5 We accept rights of use granted upon conclusion of the contract.
- 9.6 The supplier shall ensure that the contractual use and utilization of goods and services provided does not conflict with the copyrights of third parties.
- 9.7 We shall be entitled to pass on all rights of use granted to us to companies affiliated with us (Sections 15 et seq. of the German Stock Corporation Act (AktG)) and to transfer such rights to them without requiring the supplier's consent.
- 9.8 For software and data deliveries, comprehensible and consistent documentation shall always be provided, to which the rights of use apply accordingly.
- 9.9 "Free Software" or "Open Source" (OSS) is that which is regularly open source and can be obtained and distributed free of charge. The supplier may not use OSS within the scope of the performance and in particular may not use OSS as a component of services unless we have given our written consent. Any consent granted shall in each case relate only to the specific OSS component covered by the consent. The supplier shall, when requesting consent, precisely designate the OSS component concerned, stating the version number and the applicable license terms.

If the supplier uses OSS with our consent within the scope of the performance, the supplier warrants that the rights provided to us in accordance with Section 9 and the usability are not impaired, in particular with regard to what is known as the "copyleft" effect, unless the use of the OSS component has been consented to; if the OSS is affected by a "copyleft" effect, the supplier shall draw our attention to this circumstance prior to any consent.

The use of OSS without our consent constitutes a material breach of obligation by the supplier and the performance shall be deemed defective. At our request, the supplier shall do everything commercially reasonable to replace OSS that it has used without the purchaser's written consent; other claims shall remain unaffected.

## 10. DEFECTIVE PERFORMANCE

10.1 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 or operating instructions) and in the event of other breaches of obligation by the supplier, unless otherwise stipulated below.

10.2 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 manner as these GTP shall be deemed an agreement on the quality. No difference is made whether the product description is from us, the supplier or the manufacturer.

10.3 We are not obligated to inspect the goods or make special inquiries about any defects upon conclusion of the contract. In deviation from Section 442 Para 1 Clause 2 BGB, we shall also be entitled to unrestricted claims for defects if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.

10.4 The statutory provisions of Sections 377, 381 of the German Commercial Code (HGB) shall apply to the commercial obligation to inspect and give notice of defects with the following proviso: Our obligation to inspect shall be limited to defects which become apparent during our incoming goods inspection under external appraisal including the delivery documents (e.g. transport damage, wrong delivery and short delivery) or which are detected during our quality check of random samples. Insofar as an acceptance has been agreed, there shall be no obligation to inspect. In all other respects, this shall depend on whether an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later shall remain unaffected. 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 14 days of discovery or, in the case of obvious defects, at the time of delivery. If a delivery is made before an agreed delivery date, the time of the agreed delivery date shall be relevant for the running of the notification period for obvious defects.

10.5 We do not waive any claims regarding subsequent performance by acceptance or by approval of samples or specimens submitted.

10.6 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 rights to reimbursement of corresponding expenses shall remain unaffected. The supplier shall bear the expenses necessary for the purpose of inspection and subsequent performance. Our liability for damages in the event of an unjustified request for remedies 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.

10.7 Without prejudice to our statutory rights and the provisions in Section 7.5 shall apply: 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 incurred for this purpose or a corresponding advance payment. 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 is required; we shall inform the supplier of such circumstances without undue delay, if possible in advance. A rectification of defects shall be deemed to have failed after the second unsuccessful attempt, unless the nature of the item or the defect or other circumstances indicate otherwise.

10.8 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 for damages and reimbursement of expenses in accordance with the statutory provisions.

10.9 We shall be entitled to recourse claims within a supply chain (supplier recourse pursuant to Sections 445a, 445b, 478 BGB) without restriction in addition to the claims for defects. In particular, we shall be entitled to demand from the supplier the type of subsequent performance (rectification or replacement) that we owe our customer in the individual case. Our statutory right of choice (Section 439 Para 1 BGB) shall not be restricted hereby. Before we acknowledge or fulfill a claim for defects asserted by our customer (including reimbursement of expenses pursuant to Sections 445a Para 1, 439 Para 2 and Para 3 BGB), we shall notify the supplier and request a written statement, briefly stating the facts of the case. 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 providing evidence to the contrary. 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.

## 11. PROPERTY RIGHTS

- 11.1 The supplier shall be obliged in accordance with Section 11.2 to ensure that no third party property rights are infringed on by products delivered by it or its performances. Property rights in this sense shall not only include industrial property rights, but also and in particular extend to personal rights of third parties.
- 11.2 The supplier shall be obliged to indemnify us against all claims asserted against us by third parties due to the infringement of property rights referred to in Section 11.1 and to reimburse us for all necessary expenses in connection with this claim. This shall not apply if the supplier proves that it is neither responsible for the infringement of the property right nor should have been aware of it at the time of delivery, had it exercised due commercial care.
- 11.3 Our further legal claims due to defects of title of the products delivered to us or services rendered to us shall remain unaffected as well as the claims pursuant to Section 10.

## 12. PRODUCER LIABILITY

- 12.1 If the supplier is responsible for product damage, it shall indemnify us against claims by third parties to the extent that the cause lies within its sphere of control and organization and the supplier is liable in relation to third parties.
- 12.2 Within the scope of its indemnification obligation, the supplier shall reimburse expenses pursuant to Sections 683, 670 BGB arising from or in connection with a third party claim including recall actions carried out by us. We will inform the supplier - as far as possible and reasonable - about the content and scope of recall measures and give it the opportunity to comment. Further legal claims remain unaffected.
- 12.3 The supplier shall take out and maintain product liability insurance with a lump sum coverage of at least five (5) million euro per personal injury/property damage.

## 13. STATUTE OF LIMITATIONS

- 13.1 The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.
- 13.2 Deviating from Section 438 Para 1 No. 3 BGB, the general limitation period for claims based on defects shall be 3 years from the passing of risk. Insofar as an acceptance has been agreed, the limitation period shall commence upon this acceptance. The 3-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 Para 1 No. 1 BGB) shall remain unaffected. In addition, claims arising from defects of title shall in no case become statute-barred as long as the third party can still assert the right against us, in particular in the absence of a limitation period.
- 13.3 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 Sections 195, 199 BGB shall apply, unless the application of the limitation periods of the law on sales leads to a longer limitation period in the individual case.

- 13.4 Upon receipt of our written notice of defect by the supplier, the limitation period for warranty claims shall be suspended until the supplier rejects our claims or declares the defect eliminated or otherwise refuses to continue negotiations on our claims. In the event of replacement and rectification of defects, the warranty period for replaced and rectified parts shall recommence, unless we had to assume from the supplier's conduct that the supplier did not consider itself obliged to perform the action, but only made the replacement delivery or rectified the defect as a gesture of goodwill or for similar reasons.

## 14. PROPERTY AND DATA BACKUP

- 14.1 We reserve the ownership or copyright to orders placed by us, orders as well as drawings, illustrations, calculations, descriptions and other documents made available to the supplier. The supplier may neither make them accessible to third parties nor use or reproduce them or provide third parties with access to use or reproduce them without our express consent. The supplier shall return these documents to us in full at our request if they are no longer required in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. In this case, any copies made by the supplier shall be deleted; the only exceptions to this are storage within the scope of statutory storage obligations and the storage of data for backup purposes within the scope of normal data backup.
- 14.2 The foregoing provision shall apply mutatis mutandis 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. Such items shall - as long as they are not processed - be stored separately at the supplier's expense and adequately protected against destruction and loss.
- 14.3 If the supplier obtains access to our databases or our IT systems in the course of its performance, the supplier shall be obliged to have us confirm that these data are properly secured. If this is not the case, the supplier must inform us of this before access begins. The supplier may only carry out the access if we expressly request this in knowledge of the notice.
- 14.4 Insofar as the supplier requests access to our IT systems within the scope of the performance to be provided, such access shall be granted exclusively in accordance with the customary applications, terms of use, non-disclosure agreements or similar specified by us, which may also include the threat of an appropriate contractual penalty.

## 15. CONTINUING OBLIGATIONS

- 15.1 The term and notice periods for continuing obligations depend on the content of the respective order. If the parties have not agreed to any specific notice periods, a continuing obligation may be terminated with six weeks' notice to the end of a calendar quarter.
- 15.2 Either party may terminate a continuing obligation without notice for good cause. Other rights shall remain unaffected.
- 15.3 In particular, good cause shall be deemed to exist if insolvency proceedings against the property of the respective other party have been rejected for insufficiency of assets.
- 15.4 In addition, the following shall be deemed to be good cause for us:
- the execution of the order is recognizably endangered by the supplier's inability to perform, or
  - the supplier discontinues its performances, or
  - the supplier or its legal successor fails to perform in accordance with the contract despite a reminder with a reasonable grace period, or
  - facts become known that give rise to assumption of false self-employment on the part of the supplier.
- 15.5 In the event of a complete or partial termination of a continuing obligation for one or more contractual performances, irrespective of the reason, we may demand from the supplier that the supplier, at our request, provides services to a reasonable extent which support us in compensating for the contractual services with our own or third-party services (termination support). In this respect, the supplier owes solely support services; the supplier is not responsible for a successful transfer of contractual services to us and/or a successor provider. A separate agreement shall be made regarding these performances and their remuneration.
- 15.6 An effective termination requires text form; the burden of proof for a termination in due time and form lies with the terminating party.

## 16. CONFIDENTIALITY

- 16.1 Confidential information within the meaning of this agreement shall be all information (whether written, electronic, oral, digitally embodied or in any other form) disclosed by us to the supplier or to a company affiliated with the supplier within the meaning of Sections 15 et seq. German Stock Corporation Act (AktG) for the aforementioned purpose. Confidential Information shall include, but not be limited to:
- Trade secrets, products, manufacturing processes, know-how, inventions, business relationships, business strategies, business plans, financial planning, personnel matters, digitally embodied information (data);

- any of our documents and information that are the subject of technical and organizational confidentiality measures and are marked as confidential or are to be considered confidential according to the nature of the information or the circumstances of the transmission;
- the existence of contracts between us and the supplier and their contents.

16.2 Not considered confidential information is such information,

- which was known or generally accessible to the public prior to the notification or transfer by us or which becomes so at a later date without a breach of a confidentiality obligation;
- which was already demonstrably known to the supplier prior to disclosure by us and without any breach of a confidentiality obligation;
- obtained by the supplier without use of or reference to confidential information of our own; or
- handed over or made accessible to the supplier by an authorized third party without breach of a confidentiality obligation.

16.3 The supplier undertakes:

- To keep the confidential information strictly confidential and to use it only in connection with the purpose;
- to disclose the confidential information only to such representatives who rely on knowledge of such information for the purpose, provided that the supplier ensures that its representatives comply with such confidentiality obligations as if they were themselves bound by such confidentiality obligations;
- to also secure the confidential information against unauthorized access by third parties by means of appropriate confidentiality measures and to comply with the statutory and contractual provisions on data protection when processing the confidential information. This also includes technical security measures adapted to the current state of the art (Art. 32 of the General Data Protection Regulation - GDPR) and the commitment of employees to confidentiality and compliance with data protection (Art. 28 Para 3 lit. b GDPR);
- if the supplier is obliged to disclose part or all of the confidential information due to applicable legal provisions, court or official orders or due to relevant stock exchange regulations, to promptly notify us in writing (to the extent legally possible and practicable) of such disclosure and use all reasonable efforts to minimize the scope of such disclosure and, if necessary, provide us with all reasonable assistance in seeking a protective order against disclosure of all or any portion of the Confidential Information.

16.4 Upon our request as well as without request at the latest after execution of the contract, the supplier shall

be obligated to return or delete all confidential information including copies thereof immediately after receipt of the request or after execution of the contract, respectively (including electronically stored confidential information), unless storage obligations agreed with us or statutory storage obligations conflict therewith.

The destruction of electronically stored confidential information is carried out by the complete and irrevocable deletion of the files or irretrievable destruction of the data carrier. Complete and irrevocable deletion means, in the case of confidential information stored electronically, that the confidential information is deleted in such a way that any access to it becomes impossible.

Excluded from this is - apart from confidential information, with regard to which there is a retention obligation within the meaning of this Section 16.4 - confidential information whose destruction or return is not technically possible, e.g. because it was stored in a backup file due to an automated electronic backup system for securing electronic data. This also includes the technically necessary retention of master data (e.g. personnel or customer numbers), which is necessary to establish a link to the archived information.

At our request, the supplier shall ensure in writing that it has completely and irrevocably deleted all confidential information in accordance with the provisions of the above paragraphs and our instructions.

supplier is an entrepreneur according to Section 14 BGB. 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 GTP or a prior individual agreement or at the general place of jurisdiction of the supplier. Overriding statutory provisions, in particular on exclusive responsibilities, shall remain unaffected.

## 17. MISCELLANEOUS

- 17.1 The supplier is not entitled to use the name, company logo or registered trademarks or samples of ours as a reference without our prior written consent.
- 17.2 The supplier is not entitled to assign its claims arising from the contractual relationship to third parties. This shall not apply if monetary claims are concerned.
- 17.3 Should any provisions of these GTP be or become void or ineffective in whole or in part, this shall not affect the validity of the remaining provisions. Insofar as provisions have not become an integral part of the contract or are invalid, the content of the contract shall be governed primarily by the statutory provisions (Section 306 Para 2 BGB). Only in other respects and to the extent that no supplementary interpretation of the contract takes precedence or is possible, the parties shall replace the void or invalid provision with a valid provision that comes as economically close as possible.
- 17.4 The law of the Federal Republic of Germany shall apply to these GTP and the contractual relationship between us and the supplier, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.
- 17.5 If the supplier is a merchant in the sense of the German Commercial Code (HGB), 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 Münster, Germany. The same shall apply if the