

# GENERAL TERMS AND CONDITIONS OF PURCHASE

## Messer Cutting Systems GmbH

### § 1 Scope

- 1.1 These General and Supplementary Technical (cf. sec. 5) Terms and Conditions of Purchase ("GPC") of Messer Cutting Systems GmbH ("MCS GmbH") shall apply to all deliveries, services, offers and business relations with our suppliers. They shall only apply if the supplier is an entrepreneur (sec. 14 BGB [German Civil Code]), a legal entity under public law or a special fund under public law.
- 1.2 The GPC shall apply to contracts for the sale, delivery and service of goods and products (physical and digital), regardless of whether the Supplier manufactures the goods or products itself or purchases them from third parties. Unless otherwise agreed, these GPC shall apply in the version valid at the time of our order, or in any case in the version last communicated to the supplier as a framework agreement, also to future contracts, without our having to refer to them in each individual case.
- 1.3 These GPC shall apply exclusively. Deviating, conflicting or supplementary 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. This requirement of consent shall apply in any event, i.e. even if the supplier refers to its own GTC and we do not expressly object.
- 1.4 Individual agreements made in individual cases and details in our order shall take precedence over these GPC. Trade terms shall, in case of doubt, be interpreted in accordance with the Incoterms of the International Chamber of Commerce in Paris in the version valid at the time of contracting.
- 1.5 All legally relevant declarations and notifications of the supplier in connection with the contract (e.g. setting of deadlines, reminders, rescission) must be made in text form in order to be effective. Statutory formal requirements and further evidence, e.g. in case of doubt as to the legitimacy of the party making the declaration, shall remain unaffected.
- 1.6 Any references to the validity of statutory provisions are for the purpose of clarification only. Even in the absence of such clarification, the statutory provisions shall apply, unless they are directly amended or expressly excluded in these GPC.

### § 2 Conclusion of the contractual relationship

- 2.1 The supplier shall be obliged to adhere exactly to our enquiry and the specifications contained therein when preparing his offer. He must expressly point out any deviations.
- 2.2 Our orders, as well as additions and amendments to orders, shall be binding (offer) at the earliest when submitted in writing or confirmed in writing. The supplier

must notify us of obvious errors (e.g. typing and calculation errors) and incompleteness for the purpose of correction or completion prior to acceptance. Otherwise, the contract shall be deemed not to be concluded.

- 2.3 The supplier is obliged to confirm our orders at least in writing (acceptance). If our orders do not contain an explicit binding period, they must be accepted within three working days after the date of the order. Delayed or later acceptance shall be deemed to be a new offer by the supplier and shall require our acceptance.

### § 3 Delivery time and delay in delivery

- 3.1 The dates and periods for the supplier's deliveries and services stated in our order, agreed or otherwise applicable under the GPC shall be binding. The supplier shall be obliged to notify us immediately in writing, stating the reasons, if it is likely that it will not be able to meet the dates or deadlines. The supplier's obligation to comply with dates and deadlines shall remain in force irrespective of such notification. Early deliveries must be agreed with us in good time. If there is no express agreement on early delivery, it is not permitted. The same shall apply to partial deliveries.
- 3.2 If the day on which delivery is to be made at the latest can be determined on the basis of the contract, the supplier shall be in delay upon expiry of that day without the need for a notice of delay. Acceptance of delayed deliveries or services does not exclude our claims based on the delay.
- 3.3 In the event that the supplier does not perform his service or does not perform it within the agreed delivery or performance time, or if he is in delay, our rights, in particular to withdrawal and damages, shall be determined in accordance with the statutory provisions. The provisions of section (4) shall remain unaffected.
- 3.4 If the supplier is in delay, we are entitled, in addition to further statutory claims, to claim a lump-sum compensation for the damage caused by the delay, of 0.25% of the net price per working day completed but limited to a total of 5% of the net price of the delayed goods or the delayed product. We reserve the right to prove higher damages. The supplier reserves the right to prove that no damage or significantly less damage has been caused. The contractual penalty shall be deducted from the damage caused by the delay to be compensated by the supplier.
- 3.5 We are entitled to change the time and place of delivery by notice in writing given 5 calendar days before the agreed delivery date. The same applies to changes in product specifications, provided that these can be implemented within the framework of the supplier's normal production process without significant additional costs; in such cases, the period of notice shall be 10 calendar days. If the supplier incurs additional costs as a

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result of a change, we shall reimburse these if they are proven and reasonable. If changes result in delays in delivery which could only be avoided with unreasonable effort in the supplier's ordinary production process, the original delivery date shall be postponed accordingly. The supplier shall notify us in writing of any anticipated additional costs and delays in delivery without delay, but no later than 3 working days after receipt of our notification.

### **§ 4 Performance, delivery, shipment, transfer of risk, delay of acceptance**

- 4.1** The quality of the supplier's goods, products and services has a direct impact on the quality of our products and services to our customers. In order to meet the highest standards of quality and safety, the supplier must deliver or provide its goods, products and services free from defects of quality, title and other defects.
- 4.2** The supplier is obliged to perform orders and deliveries in compliance with all relevant safety and accident prevention regulations and to provide the necessary and appropriate safety equipment and instructions. In addition, special regulations, process instructions, production instructions, packaging instructions, generally recognized rules of science and technology, statutory and other legal requirements and other specifications specified by us must be complied with. If any necessary measures are not included in the total price of the order, the supplier must expressly inform us of this prior to acceptance of the order.
- 4.3** Without our prior written consent, the supplier shall not be entitled to have the performance owed by it rendered by third parties (e.g. subcontractors). If we have given our consent, the supplier shall oblige its subcontractor to comply with the provisions applicable to the contractual relationship between the supplier and us, including these GPC. The supplier shall nevertheless remain fully responsible to us for its sub-suppliers within the meaning of these GPC; this applies in particular to the quality of the products, materials, raw materials and components that it procures from a sub-supplier. Irrespective of this, the supplier shall in any case bear the procurement risk for its deliveries and services, unless otherwise agreed in individual cases.
- 4.4** Deliveries shall be made to the place specified in the order and, unless otherwise agreed, within Germany "free domicile" including packaging or, in the case of cross-border deliveries, DAP Incoterm. If the place of delivery is not specified and nothing else has been agreed, delivery shall be made to our registered office. The respective place of delivery shall also be the place of performance for the delivery and any subsequent performance (debt to be discharged at creditor's domicile).

- 4.5** The delivery goods shall be sent to the place of delivery securely packaged in accordance with the environmental standards applicable at the place of delivery and fully insured. Unless otherwise agreed, we are entitled to return packaging material against reduction or reimbursement of 2/3 of the amount charged by the supplier for packaging.
- 4.6** Each delivery and partial delivery must be accompanied by a delivery note. The delivery note must contain our order identification, the date of the order, the exact place of delivery, the date of issue and dispatch, the contents of the delivery with our and, if applicable, the supplier's article numbers and quantity as well as the respective drawing status of the goods (index and material). If it is agreed in individual cases that the supplier will send us a dispatch note in addition to the delivery note, this must contain details of the transport company and the responsible transport person in addition to the details in the delivery note. If the delivery note or the dispatch note is missing or if they are incomplete, incorrect or contradictory to each other, we shall not be responsible for any resulting delays in processing or payment.
- 4.7** Delayed subsequent deliveries shall be made at no additional cost to us. Additional costs incurred by the use of a faster means of transportation to shorten the supplier's delay shall be borne by the supplier.
- 4.8** The risk of accidental loss and accidental deterioration of the goods 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. The statutory provisions of the law on contracts for work and services shall also apply accordingly in the event of approval. If we are in default of approval of the delivery, this shall be deemed equivalent to handover or approval.

### **§ 5 Supplementary provisions for contract manufacturing according to our specifications ("technical/specific terms and conditions of purchase")**

In addition to the generally applicable provisions of these GPC, the following "technical/specific terms and conditions of purchase" shall to contract manufacture of goods and products (physical and digital) according to our requirements and specifications:

- 5.1** A fundamental principle of our cooperation with suppliers is the continuous improvement of quality, costs, deadlines, products and processes. Therefore, the parties will work closely and efficiently together, for which the supplier's personal, organizational, professional and technical responsibility is essential. The supplier shall appoint at least one professionally qualified and fully authorized contact person and shall inform us immediately of any changes to the contact person. The

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supplier assures that it has all necessary and appropriate technical, organizational, personnel and other prerequisites or creates such prerequisites in order to be able to fulfill its cooperation obligations at any time.

- 5.2** In the planning, manufacture and delivery of the goods and products, the supplier is obliged to observe and comply with the agreements made, our specifications, the technical documents (e.g. drawings, parts lists, CAD files, circuit diagrams, data, order texts, specifications, etc.), our order texts, the applicable recognized rules of science and technology and statutory and legal requirements as well as our process instructions, manufacturing regulations, packaging regulations and work and other instructions. All processes and products must be maintained and manufactured with the utmost care.
- 5.3** The supplier is obliged to check all technical and other documents and submissions provided by us for completeness, consistency, feasibility and other aspects that could affect the product quality and the achievement of the purpose of the contract. We must be informed immediately of any defects, risks or opportunities for optimization identified. If deviations from our specifications and documents or other binding requirements are identified during the manufacture of goods or products, such goods and products may not be delivered without our consent and require our express special approval.
- 5.4** The supplier must set up a quality management system in accordance with the recognized rules and standards, e.g. DIN EN ISO 9000, and provide suitable evidence of this at our request (e.g. documentation or audits). The documentation of the quality assurance measures shall in particular include measured values, test results, examinations, etc. for the contractual products. Changes to product or part-related tools must be documented in a product life cycle. We must be informed immediately of any changes to the quality management system. The supplier must keep quality assurance documents for at least 10 years and submit them to us upon request.
- 5.5** For products and components, in particular their functionally important and process-critical features, which can endanger the body, health and life of people when used as intended, in particular medical products, even more stringent duties of care may apply and the supplier must take, comply with and document special precautions with regard to planning, production, control and monitoring processes. If necessary, the supplier undertakes to implement and prove such a system. The documentation must be such that, in the event of damage, it can be proven that the required care was taken ("exculpatory evidence").
- 5.6** Unless otherwise agreed, the supplier shall provide us with one initial sample per production lot, or several samples on request, manufactured under series

production conditions (machines, systems, operating and test equipment, etc.) prior to the start of series production. The initial sample must be marked as such, undergo a complete quality control and be accompanied by a test report. If the initial sample has not been produced under series production conditions, the Supplier shall inform us thereof. If the initial sample conforms to the agreed specifications, we shall release it for series production. Any change in the production process (process, raw materials, materials, accessories, relocation, etc.) must be notified to us immediately in writing.

- 5.7** The supplier shall grant us and persons authorized by us for this purpose access to its operating and production facilities and inspection of the product and quality-relevant documents during normal business hours after timely notification for the purpose of checking compliance with the product and quality-relevant contractual, legal and other requirements.
- 5.8** Notwithstanding the foregoing obligations of the Supplier, all goods and products shall be delivered with a flawless surface and clean, i.e. free of oil, grease, chips or other residues.
- 5.9** Delivered products must be labeled in a manner that ensures complete traceability in the event of damage. This includes ensuring that each individual product or defective part can be unambiguously identified and assigned to a product batch and all production and inspection lots.
- 5.10** In the event of a complaint regarding one or more products, the supplier must immediately initiate, document and provide us with evidence of troubleshooting and preventive measures in accordance with or comparable to an "8D Report". If the delivery of products which do not comply with the given specifications leads or threatens to lead to production stoppages, production restrictions or delivery restrictions for us or our customers, the supplier must immediately take suitable urgent measures in consultation with us and remedy the situation (e.g. replacement deliveries, special shifts, express transport, etc.). Other and further contractual and legal claims remain unaffected.
- 5.11** Items provided by us or paid for by us to the supplier for the manufacture of the contractual products are the property of MCS GmbH and shall be marked as such. The supplier is obliged to insure the items belonging to us against theft, destruction and damage at his own expense, to handle them with care, to keep them in a serviceable condition and to maintain them or have them professionally maintained at his own expense. Any incidents relating to items owned by us must be reported to us immediately. Furthermore, the supplier is obliged to use the items owned by us exclusively for the manufacture of the products ordered by us.

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### § 6 Prices and terms of payment

- 6.1 The price stated in the order is binding. All prices include statutory value added tax, unless this is shown separately. Unless otherwise agreed in individual cases, the price includes all services and ancillary services of the supplier (e.g. assembly, installation, installation, implementation) as well as all ancillary costs (e.g. packaging, transport, provision).
- 6.2 Supplier's invoices shall not be included with any delivery of goods. They must always be sent to us separately, with order numbers and in text form.
- 6.3 The supplier's invoices shall be due for payment within the agreed payment terms (standard: 45 AT) from complete delivery and performance, including any agreed acceptance, as well as receipt of a proper invoice. If we make payment within 14 calendar days of receipt of the invoice, the supplier shall grant us a 3% discount on the net amount of the invoice. We shall not owe any interest on arrears. The statutory provisions shall apply to default of payment.
- 6.4 We reserve the right to select the method of payment. For bank transfers, if our transfer order is received by our bank before the payment deadline, payment will be considered timely. We are not responsible for delays caused by the banks involved in the payment process.
- 6.5 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. We are entitled to withhold payments due as long as we have claims against the supplier arising from incomplete or defective services. The supplier shall only have a right of set-off or retention on the basis of legally established or undisputed counterclaims.

### § 7 Confidentiality; industrial property rights, intellectual property rights; indemnification

- 7.1 The contracting parties undertake to treat as confidential all technical and non-technical information, in whatever form, which they receive or become aware of from the other contracting party before or during the execution of the contract and which is legally protected or is to be treated as confidential, even after the end of the contract, unless it is publicly known without breach of the confidentiality obligation or the contracting party is legally or officially obliged to disclose it or is required to disclose it to third parties for the purpose of executing the contract. This confidentiality obligation shall apply in addition to any separate non-disclosure agreement (NDA).
- 7.2 We reserve all (intellectual) property rights and copyrights to illustrations, plans, drawings, sketches, calculations, execution instructions, product descriptions, ideas, concepts, methods, processes, techniques, circuit

diagrams and other documents and know-how. Such items shall be used exclusively for the performance of the contract and shall be returned to us or destroyed after performance or other completion of the contract. In case of doubt, a comprehensive confidentiality obligation shall apply to third parties, even after termination of the contract. It shall expire when the information contained therein has become generally known. Special confidentiality agreements and statutory provisions on the protection of secrets shall remain unaffected.

- 7.3 The foregoing provision shall apply accordingly to tools, templates, samples, substances, materials, data, modules and other items (physical and digital) provided by us to the supplier. As long as they are not processed, such items shall be marked as our property and shall be stored separately at the supplier's expense and adequately insured against destruction, loss and deterioration. They shall be used exclusively for the purpose of the contract. The supplier is obliged to return all items to us in proper condition at our request or when they are no longer required for the performance of the contract.
- 7.4 The supplier warrants that the products delivered by him do not infringe the property rights of third parties in the countries of the European Union and other countries in which he manufactures the products or has them manufactured. If a third party makes a justified claim against us due to the use of infringing products and the supplier does not remedy the infringement of property rights within a reasonable period of time, the supplier shall indemnify us against the claims of the third party and reimburse us for the costs and expenses incurred as a result, without prejudice to further legal claims. This shall only not apply if the supplier proves that it is not responsible for the infringement of the property right or that it would have had to recognize the infringement of the property right at the time of the conclusion of the contract if it had exercised the care required in commercial transactions or if we were aware of the infringement of the property right at the time of the conclusion of the contract.

### § 8 Retention of title

- 8.1 Any processing, mixing, combination or integration (further processing) of the goods supplied shall be carried out by the supplier on our behalf. This shall also 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 respective product at the latest upon further processing in accordance with the statutory provisions.
- 8.2 The transfer of title to the goods or products to us shall be unconditional and independent of payment of the purchase price. If, however, in an individual case we



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accept an offer by the supplier to transfer ownership subject to payment of the purchase price, the supplier's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods or the delivered product.

- 8.3** We are entitled and authorized to resell the goods or products in the ordinary course of business, even before payment of the purchase price, subject to advance assignment of the resulting claim. Alternatively, the simple retention of title and the extended retention of title to the resale shall apply. This excludes all other forms of retention of title, in particular the extended retention of title, the forwarded retention of title and the retention of title extended to further processing.

### **§ 9 Imperfect delivery**

- 9.1** Our rights in the event of material defects and defects of title in deliveries and services, including incorrect and short deliveries, improper assembly/installation/implementation, inadequate instructions, etc., and in the event of other breaches of duty or defective performance by the supplier shall be governed by the statutory provisions and the following supplements and clarifications.
- 9.2** In particular, the supplier shall be liable for ensuring that the goods have the agreed quality and meet the agreed requirements at the time of transfer of risk. In any case, the product descriptions which, in particular by reference in our orders, are the subject matter of the respective contract or have been included in the contract in the same way as these GPC and, in the case of contract manufacturing according to our specifications (§ 5 of these GPC), in particular the technical documents (e.g. contractual specifications, drawings, parts lists, CAD files, circuit diagrams, data, order texts, etc.) shall be deemed to be an agreement on quality. It is irrelevant whether individual product descriptions or specifications originate from us, the supplier or the manufacturer.
- 9.3** If deliveries contain digital elements, the supplier shall be responsible for providing and updating the digital content to the extent that this results from a quality agreement or other product descriptions of the manufacturer or from the Internet, advertising or the product label.
- 9.4** The statutory provisions shall apply to the commercial obligations to inspect and give notice of defects with the following provision. Our obligation to inspect shall be limited to defects which become apparent during our inspection of the goods/receiving inspection under external examination including the delivery documents (e.g. transport damage, incorrect and short deliveries, etc.) or which are recognizable during our quality control by random sampling. If acceptance has been agreed, there is 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. Our obligation to give notice of defects discovered later shall remain unaffected. In any case, a notice of defects shall be deemed immediate and timely if it is sent within 5 working days after discovery or, in the case of obvious defects, after delivery. In so far as the law permits longer periods for inspection and/or notification of defects in individual cases, these shall apply.
- 9.5** The supplier's subsequent performance shall also include the removal of the defective goods and their reinstallation, provided that the goods have been installed in another object or attached to another object in accordance with their nature and intended use before the defect became apparent. The same applies to installations, implementations or other integrations. Our statutory claim to reimbursement of corresponding expenses shall remain unaffected. The expenses necessary for the purpose of inspection and subsequent performance (e.g. transport, travel, labor and material costs and, if applicable, dismantling and installation costs including dismantling/reinstallation/implementation) shall be borne by the supplier even if it turns out that there was in fact no defect. Our liability for damages in the event of unjustified requests to remedy defects shall remain unaffected. However, we shall only be liable in this respect if we recognized or failed to recognize due to gross negligence that there was in fact no defect.
- 9.6** Notwithstanding our statutory rights and the foregoing provisions, the following shall apply. If the supplier does not comply with its obligation of subsequent performance, at our discretion by remedying the defect (rectification) or by delivering a defect-free item (replacement), within a reasonable period set by us, we may remedy the defect ourselves or have it remedied by a third party and demand reimbursement of the necessary expenses or an appropriate advance payment from the supplier. If subsequent performance by the supplier has failed or is unreasonable for us, e.g. due to particular urgency, no deadline need be set. We shall notify the supplier of such circumstances without delay.
- 9.7** Acceptance or approval of submitted samples, specimens, simulations, or the like does not constitute a waiver of warranty claims.
- 9.8** Upon receipt of our notice of defect by the supplier, the limitation period for warranty claims shall be suspended until the supplier declares the defect remedied, rejects our claims or otherwise refuses to continue negotiations regarding our claims. In the event of replacement deliveries and repairs, the warranty period for replaced and repaired parts shall begin anew. This shall only not apply if we had to assume that the supplier did not feel obliged to take the measure and only made the

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replacement delivery or remedied the defect as a gesture of goodwill or for similar reasons.

- 9.9** In addition, in the event of a material defect or defect in title, we shall be entitled to reduce the purchase price or remuneration or to withdraw from the contract in accordance with the statutory provisions. We shall also be entitled to damages and reimbursement of expenses in accordance with the statutory provisions.

### § 10 Supplier recourse

- 10.1** In addition to claims based on defects, we shall be entitled without limitation to the statutory claims for reimbursement of expenses and recourse within a supply chain (supplier recourse). In particular, we are entitled to demand from the supplier the type of subsequent performance (rectification of defects or replacement delivery) that we owe to our respective customer. In the case of goods with digital elements, this also applies to the provision of necessary updates. Our statutory right of choice is not restricted by this.
- 10.2** Before recognizing or fulfilling any defect rights or other claims asserted by our customer, we will notify the supplier and request a statement. If no substantiated statement is made within a reasonable period of time and no amicable solution is reached, the defect rights granted by us to our customer shall be deemed to be owed. In this case, the burden of proof shall lie with the supplier.
- 10.3** Our claims under suppliers' recourse shall also apply if the defective goods or the defective product have been combined with another product or have been processed in any other way by us, our customer or a third party, e.g. by assembly, attachment, installation, implementation or other integration.

### § 11 Product liability; producer liability

- 11.1** The supplier shall be liable for all claims by third parties for personal injury and/or property damage attributable to a defective product supplied by the supplier. The supplier shall indemnify us against all claims by third parties whose cause lies within the supplier's sphere of control and organization. This applies to all product liability claims, regardless of their legal basis and whether they arise under domestic or foreign law.
- 11.2** Within the scope of his obligation to indemnify, the supplier shall reimburse us for all expenses arising from or in connection with claims asserted against us by third parties. The same shall apply to recall actions carried out by us. As far as possible and reasonable, we will inform the supplier of the content and scope of recall measures and give him the opportunity to comment. Further statutory claims remain unaffected.
- 11.3** The supplier shall, at its own expense, take out and

maintain product liability insurance with a lump sum cover of at least EUR 10 million per personal injury/property damage. The supplier shall provide us with a copy of the liability policy at any time upon request.

### § 12 Statute of limitations

- 12.1** Except as otherwise provided below, the mutual claims of the parties under this Agreement shall be time-barred in accordance with applicable law.
- 12.2** Notwithstanding sec. 438 para. 1 No. 3 BGB [German Civil Code], the general limitation period for claims based on defects shall be 3 years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation period shall also apply to claims arising from defects of title, without prejudice to the statutory limitation period for claims of third parties for restitution in rem. 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 statute of limitations.
- 12.3** In the case of warranty claims, the statute of limitations shall be suspended in accordance with § 9 (8) of these GPC for the period of the supplier's subsequent performance. The period for subsequent performance shall commence upon receipt of our notice of defect by the supplier and shall end as soon as the subsequent performance has been completed or the supplier refuses subsequent performance or further subsequent performance.
- 12.4** The limitation periods under the law of sales, including the aforementioned extensions, shall apply to all contractual claims for defects. Insofar as we are also entitled to extra-contractual claims for damages due to a defect, the regular statute of limitations shall apply, unless the application of the statutes of limitations of sales law leads to a longer statute of limitations in the individual case.

### § 13 Assignment

- 13.1** The supplier is not entitled to assign his claims arising from the contractual relationship to third parties. This does not apply to monetary claims.

### § 14 Complying with laws; compliance

- 14.1** The supplier contractually warrants that it is aware of all applicable laws and regulations ("Compliance at Law") as well as the expectations and requirements for compliance with laws, ethical business conduct, human rights and environmental protection as set forth in the current MCS Supplier Code of Conduct (attached to these Terms and Conditions as a separate Annex), which are also

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applicable to us, and that it implements and adheres to them in its own business operations ("Compliance at Code of Conduct").

**14.2** The supplier also undertakes to pass on the requirements for "Social and working conditions" and "Environmental sustainability" in accordance with sections 2 and 3 of the MCS Supplier Code of Conduct to its own contractual partners in its own supply chain by means of appropriate contractual provisions and to enforce them appropriately. The supplier also undertakes to require its contractual partners in the supply chain to comply with the other expectations and requirements as far as possible and reasonable.

**14.3** We reserve the right to adapt the Supplier Code of Conduct if, after conclusion of the contract and depending on the results of a risk analysis, it becomes apparent that the company's human rights and environmental expectations and requirements within the meaning of the German Supply Chain Due Diligence Act or any requirements of regulations directly applicable in the member states of the EU must be adapted. Any adapted supplier codes shall become part of the contract as soon as they have been communicated to the contractual partner and the contractual partner does not object to them within a period of 3 months.

**14.4** A persistent breach of the aforementioned ancillary obligations shall constitute good cause for extraordinary termination of the contractual relationship by us. However, such termination shall only be permissible after the fruitless expiration of a reasonable period of time to remedy the situation or after an unsuccessful warning. In the cases of sec. 323 para. 2 nos. 1 and 2 BGB [German Civil Code], there is no obligation to set a time limit for remedial action and/or a warning. It is also not necessary to set a time limit for remedy and/or a warning if there are special circumstances which, after weighing the interests of both parties, justify immediate termination.

## § 15 Data protection

**15.1** We process the supplier's data required for business transactions in compliance with data protection regulations. The supplier acknowledges that we store data from the contractual relationship in accordance with the provisions of the GDPR for the purpose of executing the contract, if consent has been given or if there are overriding legitimate interests, and that we reserve the right to transfer the data to third parties (e.g. insurance companies) if this is necessary for the execution of the contract.

## § 16 Applicable law and place of jurisdiction

**16.1** These GPC and the contractual relationship between the supplier and us shall be governed by the laws of the

Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

**16.2** If the supplier is a merchant within the meaning of the German Commercial Code [Handelsgesetzbuch], 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 Darmstadt. The same shall apply if the supplier is an entrepreneur within the meaning of sec. 14 BGB [German Civil Code]. We shall, however, be entitled to bring an action at the place of performance of the delivery obligation according to these GTPC or an overriding individual agreement or at the general place of jurisdiction of the supplier. Overriding statutory provisions, in particular with regard to exclusive jurisdiction, shall remain unaffected.

**16.3** Should individual provisions of the contract between the supplier and us or of these GPC be or become invalid in whole or in part or should the contract or these GPC contain a loophole, this shall not affect the validity of the contract or the remaining clauses of these GPC. The wholly or partially invalid or incomplete provision shall be replaced by a provision whose economic success comes as close as possible to that of the invalid provision.

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