

General Terms and Conditions of Purchase (GTP)
of STS Spezialtransformatoren Stockach GmbH & Co KG
Last updated January 2024

Section 1 Scope

1. All business transactions between us and the seller, supplier, contractor or service provider or works contractor (hereinafter referred to as the "Supplier") shall be governed exclusively by these General Terms and Conditions of Purchase (GTP) in addition to the other contractual arrangements. We do not recognise any other terms and conditions unless we expressly agree that they should apply. These GTP shall also apply if we accept the goods or services while being aware of the existence of other terms and conditions. Likewise, any of the Supplier's previously agreed contractual arrangements that conflict with or are supplementary to these General Terms and Conditions of Purchase shall no longer be recognised.
2. The conclusion of a contract shall not be precluded by the existence of contradictory general terms and conditions of business (GTC). Insofar as conflicting GTC correspond to each other, the mutually agreed provisions shall apply. In addition, the provisions set out in our General Terms and Conditions of Purchase shall be deemed to have been agreed upon if they are not opposed by any conflicting provisions in the Supplier's GTC. That being said, any such provisions in the Supplier's GTC that do not correspond to the contents of our GTP shall not form part of the contract. Dispositive law shall apply in all other cases.
3. These GTP shall also apply to all future contracts with the Supplier without the need for them to be included again. They shall continue to apply until we issue new GTP.
4. These General Terms and Conditions of Purchase only apply to traders within the meaning of Section 14 of the German Civil Code (Bürgerliches Gesetzbuch – BGB).
5. Ancillary agreements and subsequent amendments to the contract must be made in writing.

Section 2 Quotations

1. We shall not pay for the preparation of quotations, cost estimates or samples. Unless otherwise agreed with the Supplier on a case-by-case basis, we shall not assume any costs or pay any fees for visits, planning or other preliminary work undertaken by the Supplier for the purpose of issuing quotations. Any deviations from our request must be clearly indicated in the quotation. The Supplier shall be bound by their quotation for at least one month.
2. Our documents must be returned to us immediately and free of charge if they are no longer needed for fulfilling the contract.
3. Orders must be accepted in writing by the Supplier (quoting our order number) within 3 working days of the order date. The Supplier must confirm the order in writing.
4. Confirmed prices shall be deemed to be fixed prices.
5. Call-offs shall become binding at the latest within 3 working days of receipt, provided that they are not opposed to by the Supplier within this period of time.
6. Blanket orders shall entitle the Supplier to procure raw materials only to the extent necessary.
7. Unless otherwise agreed in the blanket order, the production of parts for call-off orders shall not be permitted until the call-off has been received.
8. Orders may not be transferred to third parties without our consent; the same applies to the use of third parties to fulfil the contract in any other way and to the replacement of one third party with another. If the Supplier is planning to use third parties in this way, they must inform us of this when submitting the quotation. Failure to obtain our consent entitles us to withdraw from the contract and to claim compensation.

Section 3 Amendments

1. We are entitled to request that the Supplier make amendments (e.g. in terms of design, quantities to be delivered and delivery times) to any contracts not yet commenced or not yet executed in full. The Supplier shall agree to these amendments, provided that they are reasonable for the Supplier and feasible in terms of the Supplier's business operations. The resulting costs and delivery delays must be arranged by mutual agreement. We must be notified immediately of any reservations concerning the amendments we have requested.
2. If no agreement can be reached, we shall be entitled to withdraw from the contract; in this case, the Supplier shall receive reasonable compensation for their expenses.
3. The Supplier shall not be entitled to make amendments to the order without prior written consent.
4. If the Supplier is required to present us with initial or reference samples in order to perform series production contracts, the

Supplier may only commence production once we have expressly approved the samples in writing.

Section 4 Delivery, deadlines, dates and acceptance

1. The dates and deadlines specified in the order or call-off are binding. We are not obliged to accept the delivery prior to the expiry of the delivery deadline.
2. Unless otherwise agreed, deliveries shall be made in accordance with the DDP clause (Delivered Duty Paid) to the named destination of Incoterms® 2020. Following delivery, the risk shall not be transferred until after the goods have been unloaded by the Supplier or carrier at the delivery address specified by us or after the acceptance procedure. This shall also apply if our staff help with the unloading.
3. The goods may be received during business hours or during the delivery times specified by us.
4. The point of time at which the goods and/or services, including the requisite documentation and other required and agreed documents, are received without any defects at the agreed destination shall be used to determine whether the deadlines and dates have been observed. The timely and complete provision of defect-free services shall be used to determine whether deadlines and dates for services have been observed; for work performed, the point of time of acceptance shall be used.
5. The early delivery of goods/services or the early partial delivery of goods/services requires our written consent. Consenting to this shall not result on a case-by-case basis in payments becoming due any earlier or in additional costs being borne by us for multiple deliveries.
6. If deliveries are made earlier than agreed, we reserve the right to return them at the Supplier's expense or to place them in temporary storage with third parties at the Supplier's expense. If the deliveries are not returned or stored with third parties after being delivered early, the goods shall be stored by us at the Supplier's expense and risk until the delivery date. In the event of early delivery, we reserve the right not to make payment until the agreed due date. For early deliveries, the discount period shall be calculated from the agreed delivery date or the date of receipt of the invoice by us, depending on which occurs later.
7. The Supplier shall be obliged to notify us immediately as soon as it becomes apparent that they are unable to meet agreed deadlines and dates in part or in full and to indicate both the reasons for the delay and the estimated duration of the delay and to obtain a decision on whether we wish to continue with the order. The Supplier shall be liable if they fail to notify us or notify us late. Any notifications to this effect shall not affect the statutory and contractual rights and claims to which we are entitled in the event of such a delay.
8. In the event of delivery delays, we shall be entitled to assert our statutory rights. The Supplier's exclusion or limitation of liability shall not apply.
9. In the event of repeated or ongoing missed deadlines by the Supplier, we shall be entitled to withdraw from the contract or to terminate the contract without notice.
In the event of a deadline being missed on a one-off occasion without any fault at play, we shall be entitled to withdraw from the contract if the delay is significant and if the urgency of the delivery requires this as a result of our own deadlines.
If we withdraw from the contract, we may retain partial deliveries provided that we pay for them.
10. If the Supplier is late with a delivery, they shall be obliged to comply with any requests by us to ship the goods urgently (express delivery, special delivery, by courier, air freight, etc.) at their expense.
11. No reminders or the setting of deadlines shall be required if a "fixed" delivery date has been agreed or if the Supplier states that they will be unable to deliver by the deadline.
12. If the Supplier is late with a delivery, we shall be entitled – after sending a reminder – to demand a contractual penalty of 0.5% of the net value of the goods or services per day, but not exceeding a total of 15% of the net value of the goods or services and we shall be entitled to withdraw from the contract. We reserve the right to claim a higher amount of damages. The Supplier shall be permitted to provide evidence that the actual damages were lower. The contractual penalty paid shall be offset against any claim for damages. The right to demand payment of an agreed contractual penalty shall not be forfeited by the fact that the contractual penalty was not expressly reserved on receipt of the late delivery as long as it is claimed before the final payment is made.

13. If the Supplier is late with a delivery, we shall be entitled to purchase goods or services from another supplier to cover our needs if such purchases make sense given the circumstances to prevent the threat of consequential damages due to the delay. The additional costs we incur as a result of this must be paid by the Supplier.

14. The Supplier can only claim that a delay is due to our failure to provide necessary documents if the Supplier has sent us a written reminder about the documents and has not received them within a reasonable period of time.

15. In the event of delayed acceptance, we shall only be liable for damages if we were to blame.

16. A delivery note must be provided with every consignment and must detail all the identifiers specified in the order, particularly the order number, part number, batch number and item number. Partial deliveries and deliveries of remaining goods must be specifically labelled as such.

The delivery note shall be affixed to the outside of the consignment, either under a sticker or under packaging paper with the label: "Delivery note here".

Depending on the shipping method and supplying country, all the documents that must accompany goods that are being imported must be included with the consignment, in particular movement certificates, express parcels consignment notes, customs consignment notes, certificates of origin and invoices.

17. We must be notified of each delivery in advance. This notification shall include the following information: our order number, number of units, dimensions, weight, special instructions for handling the goods, and information on unloading, transport and storage. Delays, additional costs and damage resulting from a failure to comply with the shipping instructions shall be at the Supplier's expense. We reserve the right to return packaging materials to the Supplier.

18. The Supplier is responsible for ensuring that the deliveries are in a suitable condition to be transported. The Supplier shall be liable for any damage resulting from the use of inadequate packaging materials.

Section 5 Partial deliveries, over deliveries and under deliveries

1. Partial deliveries of products or services require our written consent.

2. If we accept such deliveries without giving our consent, this shall not result in payment obligations becoming due early or in us agreeing to cover additional transport costs.

3. We are entitled to refuse to take the delivery and to store it at the Supplier's expense or to return it to the Supplier at the Supplier's expense and risk.

Section 6 Pricing and payment terms

1. Agreed prices are binding. The prices shall be quoted in euros and shall include delivery, packaging, freight, toll charges, postage, customs duties and insurance and shall exclude taxes, in particular value-added tax. Value-added tax shall be shown separately.

2. Prices shown in the order shall be regarded as the maximum price. The actual price may be below this price but may not exceed it.

3. Any increases in price require our consent. Unilateral price increases are not permitted.

4. The Supplier may not charge us any higher prices or grant us any worse terms than those charged and granted to other comparable customers.

5. Invoices shall be submitted separately for each order immediately after complete, defect-free delivery or completion of services or immediately following the contractually agreed or legally provided for acceptance of each order and must indicate the required order information. Invoices that do not include all the order information shall not be processed.

6. Payments shall not be made prior to complete, defect-free delivery or completion or acceptance if acceptance has been agreed to or is provided for by law. The right to request payments on account must either be contractually agreed or provided for by law.

7. Unless otherwise agreed, properly issued and verifiable invoices with a discount agreement shall be paid within 30 days less a 3% discount or within 60 days net. The payment period commences on receipt of such an invoice, provided that the contract has been fulfilled without any defects and/or acceptance has taken place. Delays caused by incorrect invoices shall not adversely affect the agreed discount periods.

8. Unless otherwise agreed, payments shall be made by us in euros to the Supplier's German bank account free of charge.

9. If advance payments have been agreed, the Supplier shall provide an unlimited fulfilment guarantee from a German bank or

insurance company in return for the payment for the amount of the advance payment. In the event of delivery delays, interest on arrears at a rate of 9 percentage points above the base interest rate pursuant to Section 247 of the German Civil Code (BGB) shall be deducted from the invoice. The Supplier shall be permitted to provide evidence that the actual damages were lower. This provision shall not affect our right to claim damages for delays.

10. If, after conclusion of the contract, it becomes apparent that our right to a delivery is endangered by the Supplier's inability to perform, we shall be entitled to refuse to make payment and to set the Supplier a reasonable period of time in which to deliver in return for concurrent payment or to provide security. If the Supplier refuses or if the period of time expires without the Supplier acting as requested, we shall be entitled to withdraw from the contract and to demand compensation.

11. We shall be entitled to withdraw from the contract if the solvency of the Supplier deteriorates to such an extent that jeopardises the fulfilment of the contract or if the Supplier ceases making deliveries. We may also exercise this right of withdrawal in part.

12. With the exception of the assignment of claims within the meaning of Section 354a of the German Commercial Code (Handelsgesetzbuch – HGB), the Supplier is not entitled to assign their claims against us to third parties or to have them collected by third parties without our consent. If an extended retention of ownership is agreed, consent shall be deemed to have been granted. If the Supplier nevertheless assigns claims against us to a third party without our consent, we may make payment to either the Supplier or the third party with the effect of discharging our payment obligation.

13. We are entitled to rights of set-off and retention to the extent provided by law. The Supplier shall only be entitled to rights of set-off and retention if the counterclaim on which the right to refuse performance, right of retention or right of set-off is based is undisputed or has been finally and bindingly established or is ready for a decision to be made. Furthermore, the Supplier is only entitled to exercise a right of retention to the extent that their counterclaim is based on the same legal relationship.

Section 7 Force majeure, right to arrange emergency production

1. In the event of force majeure, we shall be exempt from our contractual obligations for the duration of the case of force majeure. Force majeure shall be understood to refer to external events that affect us and prevent or hinder us from performing our contractual obligations without us having any influence on this, e.g. orders from higher authorities, business constraints, export or trade restrictions due to a change in political circumstances, epidemics, pandemics, influenza, strikes, lockouts, interruption of operations and similar events that hinder our ability to fulfil the contract. If the case of force majeure lasts for a considerable amount of time, i.e. if it has already lasted continuously for at least 4 weeks, we shall be entitled to withdraw from the contract, provided that it has led to a significant reduction in our requirements. This is especially the case if our requirements fall by more than 25%.

2. If a case of force majeure affects the Supplier's or one of their sub-supplier's or subcontractor's premises and has prevented the Supplier from performing their contractual obligations towards us for more than 4 weeks, we shall be entitled to manufacture the contractual products or perform the commissioned services ourselves or to have them manufactured or performed by third parties on our behalf. The prerequisite for this, however, is that we ourselves cannot fulfil our delivery or performance obligations towards third parties due to this disruption in performance and that both we and the commissioned third parties have previously concluded a confidentiality agreement with the obligation to use the confidential information provided only for the manufacture of the contractual products or for the performance of the service. In this case, the Supplier shall, on our request, immediately surrender to us all the tools required for the production of the contractual products or the performance of the service, insofar as these are not available on the free market, as well as all necessary documents, drawings, samples and other documentation and information and shall adequately support us with the relocation of production or performance of the service to the extent reasonable for the Supplier and shall grant us a limited, transferable, non-exclusive, irrevocable right of use free of charge for the duration of the force majeure plus a reasonable period of time for the start-up of production at the Supplier's premises.

Section 8 Quality management, sub-suppliers' quality management systems

1. The Supplier shall perform a quality inspection that is suitable in type and scope on receipt of shipments, during manufacturing and when the goods leave their premises. As a minimum, the

Supplier must maintain a quality management system (QMS) pursuant to ISO 9001 or a comparable QMS and must undertake the quality assurance measures required and agreed as part of this system.

2. The Supplier shall take and apply all necessary and suitable quality assurance measures to ensure that they provide high-quality goods and services.

3. The Supplier shall make sure that their suppliers maintain a comparable quality management system that ensures that their purchased parts, services, work and supplies as well as externally processed or otherwise treated parts are of defect-free quality. Further details shall be laid down in the individual quality agreements.

4. In addition to observing the relevant statutory provisions, the Supplier must label their deliverables in such a way that they are recognisable as their goods, must ensure that their deliveries include the required CE marking, must meet the necessary requirements under EU law as well as the current implementing regulations and standards, and must ensure that they are able to trace their goods.

5. The Supplier shall select and monitor their sub-suppliers by considering their technical and quality-related performance.

6. The Supplier shall monitor the use and effectiveness of their processes and their sub-suppliers by performing annual audits and must give us the opportunity to participate in these audits.

7. The Supplier shall keep quality-related records securely and in a readable format for at least 10 years after delivering their products/providing their services, shall protect these records from access by third parties and shall make them available to us at any time upon our request.

8. By accepting the order, the Supplier confirms that the order can be manufactured or fulfilled under the agreed conditions.

9. To provide evidence of a stable level of quality, the Supplier shall perform an annual requalification test from the date on which the initial sample is approved.

Section 9 Retention of ownership

1. We do not recognise any extension or lengthening of a retention of ownership that goes beyond the Supplier's simple retention of ownership of the unprocessed goods stored by us, in particular after processing, combining or intermixing the goods with other products as well as after selling the goods.

2. Drawings, samples and other documents as well as aids that we make available to the Supplier for the fulfilment of orders shall remain our property or the property of the rights holder. They may only be used as intended and must be returned to us upon request. In particular, copyrights and other industrial property rights to these documents and aids must be respected.

Section 10 Obligation to inspect the deliveries and to report defects

1. Insofar as the commercial obligations to inspect the deliveries and to report defects applies to us, our inspection of incoming goods shall be limited to using the delivery documents to check the identity and quantity of the goods and to performing a visual inspection to check for externally detectable damage in transit. Defects shall be deemed to have been reported by us in good time if they are reported to the Supplier within 10 working days of being discovered. Beyond this, the Supplier waives their right to claim that defects are reported too late. Complaints by customers shall be taken into account for goods that are sold on by us. In such cases, "discovery" of the defect refers to the date on which the customer notifies us of a defect.

2. In the event of a justified complaint, we reserve the right to charge the Supplier for the inspection and reporting costs. The Supplier shall bear the costs and risk of returning the defective goods.

Section 11 Material defects, safety

1. The legal definition of defects applies. The Supplier shall observe the agreed or promised quality features and guarantees provided and shall grant us the rights required for the intended uses. In particular, the Supplier shall guarantee that their goods and services comply with the relevant statutory and official requirements, the relevant technical standards and the current state of the art, have the agreed features and are suitable for the intended use with which the Supplier is familiar. The Supplier should therefore ensure that they are aware of the intended use of their products, services and work performed.

2. The Supplier shall inform us immediately of any changes to their products, ability to deliver, possible uses of their products or quality caused by statutory regulations and shall agree suitable measures with us on a case-by-case basis. The same shall apply

as soon as and insofar as the Supplier becomes aware that such changes will occur.

3. If the Supplier manufactures goods or performs services for us with individually agreed characteristics, the Supplier shall also be required to inform us of possibilities for improvement and technical modifications. Changes to agreed characteristics planned by the Supplier following conclusion of the contract may only be made with our express written consent.

4. The approval of drawings, samples and other documentation submitted to us (e.g. written documents, specifications) shall not affect the Supplier's responsibility for proper, complete and defect-free fulfilment of the contract.

5. The deliveries must be equipped with prescribed safety devices and/or comply with safety regulations. Relevant regulations on environmental protection, hazardous substances, dangerous goods and accident prevention as well as occupational safety requirements must be observed for goods and services. If the delivery is required to comply with rules of origin in accordance with EU preferential agreements, the Supplier must provide us with the corresponding preference documents. In the event of the delivery of goods that fall under bilateral or multilateral preferential agreements or if unilateral conditions of origin of the Generalised System of Preferences for beneficiary countries have to be fulfilled, the Supplier must comply with the respective requirements and provide evidence of doing so.

6. The Supplier shall ensure that persons deployed by the Supplier on our premises comply with the safety instructions communicated by us to the Supplier and must also make sure that occupational safety and environmental protection requirements are observed. Hazardous substances may only be used within our company following consultation with us and must be properly labelled.

Section 12 Defects of title

1. The Supplier shall ensure that we shall not infringe any copyrights, patents or other intellectual property rights of third parties as a result of using or selling the Supplier's goods and/or services in accordance with the contract. The Supplier shall indemnify us against all claims made against us by third parties due to infringements of these rights and shall compensate us for any costs and damage that we incur as a result, provided that the Supplier is responsible for the infringement. We shall inform the Supplier immediately if any claims are made.

2. Upon request, the Supplier shall inform us of all applications for intellectual property rights that they are making use of in connection with the delivered goods or services. If the Supplier discovers that intellectual property rights or applications for intellectual property rights have been infringed, they must inform us of this immediately and without being asked to do so.

Section 13 Claims for defects and damages

1. Complaints result in additional costs. For this reason, we reserve the right to charge a lump sum of €150.00 for each justified complaint. The Supplier shall be entitled to provide evidence that we incurred fewer costs, and we shall be entitled to provide evidence that we incurred higher costs.

2. We shall be entitled at our discretion to demand that the Supplier remedy the defect by way of subsequent performance. The place of fulfilment for this subsequent performance shall be the agreed place in which the defective item is located. This is the location where the item is located when the defect is reported. The Supplier must bear all the necessary expenses incurred for the purposes of subsequent performance, especially transport, travel, labour, material and replacement costs.

3. The provisions of Section 445a of the German Civil Code (BGB) on the reimbursement of expenses in accordance with Section 439 BGB shall also apply analogously if we have delivered a defective complete product to our customer and the defect within this complete product results from a product provided to us by our Supplier.

4. If the Supplier does not remedy the defect or make a replacement delivery within a reasonable period of time set by us or if it is impossible to remedy the defect or if the remedying of the defect fails, we shall be entitled to withdraw from the contract and to claim damages instead of performance of the contract.

5. If, due to particular urgency, it is no longer possible to inform the Supplier of the defect and the impending damage and to set the Supplier a deadline, even if said deadline is short, for the Supplier to remedy the defect themselves, we shall be entitled to remedy the defect ourselves or to have it remedied by a third party or to procure a replacement at the Supplier's expense, provided that the lack of immediate subsequent performance puts us at an unreasonably high disadvantage in relation to the disadvantage incurred by the Supplier. In the event of contracts under which work is performed, we shall be entitled to do this if the Supplier fails to

provide subsequent performance on time. We shall inform the Supplier of such action immediately. The costs to be reimbursed by the Supplier may not be disproportionately high. Further statutory or contractual claims remain reserved.

6. If the same goods are repeatedly delivered with defects, we shall issue a written warning, after which we shall be entitled to withdraw from the contract in the event of a further defective delivery, including for the items in the scope of delivery not yet supplied.

7. The Supplier undertakes to reimburse us for any costs we incur and expenses for and damages caused by a recall or other form of repossession put in place in order to prevent personal injury or damage to property, provided that defects in the Supplier's goods or the services or work performed by the Supplier completely or partially caused the recall.

Section 14 Indemnification obligation

1. The Supplier shall indemnify us against claims from third parties resulting from material defects in the goods delivered or from the performance of defective services or work, provided that the Supplier is responsible for the defect.

If claims are asserted against us by third parties on the basis of strict liability under mandatory law, the Supplier shall on request be liable to us to the extent that they would be if they were also directly liable. Compensation for damages between us and the Supplier shall be settled by applying the principles of Section 254 of the German Civil Code (BGB) accordingly.

2. The Supplier shall indemnify us against claims from third parties based on defects of title, provided that they are responsible for the defect.

Section 15 Limitation period

1. In the case of purchase contracts, our claims for compensation for defects or damages shall become statute-barred 36 months after delivery of the products manufactured by us using products delivered to us by the Supplier, but no later than 60 months after delivery to us and, in the case of services and work performed, 60 months after acceptance of the service or work performed. This shall only apply if no longer limitation periods or limitation periods beginning at a later date are provided for by law.

2. If acceptance is delayed through no fault of the Supplier, the warranty period shall be a maximum of 60 months after the delivered item has been made available for acceptance.

3. The provision of Section 445b of the German Civil Code (BGB) on the limitation period under contract law shall also apply analogously if we have delivered a defective complete product to our customer and the defect within this complete product results from a product provided to us by our Supplier. The limitation period is 3 years in such cases.

4. The warranty period for defects in parts used in structures is 60 months following acceptance or start-up.

5. In the case of delivered parts that cannot continue to be operated or otherwise be used as intended during periods of subsequent performance or while damage is being remedied, the current warranty period shall be extended by the period of interruption to operation or use.

6. The aforementioned limitation periods shall also apply in the event that the Supplier has provided a guarantee for their products, work or services.

7. Claims against the Supplier due to defects of title concerning the products, services or work performed shall become statute-barred within 48 months of delivery to or acceptance by us. This shall only apply if no longer limitation periods or limitation periods beginning at a later date are provided for by law.

8. If the Supplier is clearly acting not only out of their own goodwill or to settle a dispute amicably, but in the knowledge that they are obliged to remedy a defect, taking into account in particular the scope, duration and costs of remedying the defect, the limitation period for parts subsequently delivered within the limitation period shall recommence from the time at which the subsequent delivery is made. For parts repaired within the warranty period, the recommencement of the limitation period shall only apply to the original defect and the consequences of the repair.

9. The limitation period for the claims for indemnification specified in Section 14 above shall be 3 years and commences from the date on which we request that the Supplier indemnifies us. Any longer statutory limitation periods shall have priority.

Section 16 Insurance cover

1. The Supplier undertakes to take out and maintain business and product liability insurance with extended product liability insurance cover and global coverage with an insured sum of at least 10 million euros for each claim for personal injury, property damage and financial loss (double the annual limit) as well as general recall

costs insurance or – if deliveries are being made to the automotive industry – cover for car parts with an insured sum of at least 2.5 million euros per claim and year of coverage.

2. The Supplier must present the information on the limited inspection of incoming goods found in Section 10 of these GTP, the indemnification obligation found in Section 14 Para. 1 of these GTP and the limitation periods specified in Section 15 of these GTP with the exception of Para. 7 to their business and product liability insurance provider to ensure that it will offer co-insurance or to obtain confirmation of continued cover and must notify us immediately if their insurance provider refuses to do so.

3. As evidence, the Supplier shall provide us with confirmation from their insurance provider (certificate of insurance) by no later than the conclusion of the contract that they have taken out the aforementioned insurance policies.

Section 17 Confidentiality

1. The Supplier undertakes to treat all aspects of the business relationship as confidential. In particular, they shall treat as confidential all commercial and technical details that are not in the public domain and that become known to them during the course of the business relationship. Information or aspects of the business relationship that were already in the public domain at the time of disclosure as well as information or aspects of the business relationship that were already demonstrably known to the Supplier before we disclosed the information or that had to be disclosed by the Supplier due to a court order shall not be subject to the duty of confidentiality.

2. None of the information relating to the business relationship is intended for third parties. It may only be made available where required to persons fulfilling our orders. The Supplier shall ensure that their employees are obliged to treat information as confidential as required. This also applies to third parties, such as sub-suppliers, who are given documents or information with our consent.

3. The Supplier remains obliged to maintain confidentiality even once the business relationship comes to an end.

All documents and other items provided by us must be returned to us immediately following rejection or completion of the order.

4. Copies of the items provided to the Supplier may only be made within the scope of operational requirements and copyright provisions.

5. The Supplier may only advertise that they work with us with our prior written consent.

6. The Supplier undertakes not to do business with our customers either directly or indirectly where such business is similar or comparable to the business forming the subject of this contract.

7. Goods that correspond to the goods we have ordered and are not manufactured to a general specification but are rather intended for a specific use may not be supplied to third parties.

Section 18 Production equipment

1. Production equipment made available by us, planned by us or paid for by us, such as models, moulds, templates, samples or tools, shall remain or become our property. They may not be used for deliveries to third parties and may not be reproduced, sold, transferred by way of security, pledged or passed on in any other way. The same applies to goods manufactured using this production equipment. The Supplier undertakes to only use the production equipment for the purpose of manufacturing the goods ordered by us.

2. If items owned by us are seized by third parties, the Supplier undertakes to inform us of this immediately in writing. As soon as the items are seized, the Supplier must inform the enforcement agency of the ownership rights to which the items are subject.

3. The Supplier undertakes to insure items owned by us at replacement value at their own expense by taking out property insurance with the widest possible scope of cover (all-risk cover, extended coverage). The Supplier shall hereby transfer the claims for damages arising from this insurance cover to us. We hereby accept the assignment.

4. The Supplier undertakes to perform any necessary maintenance and inspection work on the items provided as well as all servicing and repair work at their own expense and in good time.

5. We retain ownership of all items provided by us. Contractually agreed processing or alterations by the Supplier shall be undertaken on our behalf. If the items subject to the retention of ownership are processed, combined or intermixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the item subject to the retention of ownership to the value of the other items at the time that they are processed, combined or intermixed. If the processing, combining or intermixing results in the Supplier's item being regarded as the

main item, it shall be deemed to have been agreed that the Supplier shall transfer co-ownership to us on a proportionate basis. This provision shall also apply if we refuse receipt due to delayed or defective delivery or if we can refrain from placing further orders.

In such cases, the items provided shall be made available to us free of charge. Set-off or retention shall not be permitted.

6. The invoicing of additional expenses due to material defects and discrepancies in terms of dimensions in the raw materials provided must be agreed with us in advance.

7. The Supplier undertakes to check the items provided for obvious defects when they are handed over, for example defects in terms of identity, quantity and damage in transit, and to report any defects to us immediately. Any defects discovered during processing must be reported to us as soon as they are discovered.

8. If the security interests to which we are entitled exceed the purchase price of all unpaid for goods subject to the retention of ownership by more than 10%, we shall release a corresponding portion of the security interests at the Supplier's request.

Section 19 Compliance

1. The Supplier shall ensure that their products, marketable goods and services comply with the applicable laws, EU regulations, requirements, standards and other applicable conditions. This applies in particular but not exclusively to the EU's REACH Regulation and RoHS Directive as well as to German laws such as the Minimum Wage Act (Mindestlohngesetz – MiLoG) and the Posted Workers Act (Arbeitnehmer-Entsendegesetz – AEntG).

2. If the EU Regulation on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) applies, the Supplier shall especially ensure that all substances used are pre-registered, registered and authorised in accordance with this Regulation and taking into account the contractual use of the substances and that the requirement to submit a safety data sheet is met. This also applies to suppliers outside of the EU. At our request, the Supplier shall be required to provide appropriate evidence that they have met this obligation.

3. In terms of MiLoG and AEntG, the Supplier is required to ensure that the staff employed by them or their subcontractors to execute contracts receive the statutory minimum wage or if the services to be rendered fall within the scope of application of a European posted workers directive and/or the AEntG, especially in the case of postings from or to a foreign country, the Supplier shall ensure that the staff are employed under the prescribed working conditions, dependent on their duration of deployment. The Supplier is also required to comply with the other collectively agreed and statutory obligations to pay contributions to social insurance agencies, employers' liability insurance associations and other agencies and to obtain evidence from any subcontractors used to ensure that these subcontractors are observing the current requirements.

4. If claims are asserted against us due to non-compliance with the Supplier's obligations outlined in Paragraphs 1 to 3 above, the Supplier shall indemnify us against these claims at our request and compensate us for the resulting damage.

Section 20 Social, environmental and other responsibilities

1. Social and environmental responsibility and sustainability are of overriding importance to us as we conduct our business activities.

2. Our suppliers are therefore obliged to comply with the relevant statutory regulations on the treatment of employees, protection of the environment and occupational health and safety and to make every effort to reduce the negative impact of their activities on people and the environment. In particular, our suppliers must observe and comply with the principles concerning the protection of international human rights, the right to collective bargaining, the abolition of forced and compulsory labour and child labour, the elimination of discrimination in employment and occupation, environmental responsibility and the prevention of corruption in accordance with the UN Global Compact Initiative, the German Act on Corporate Due Diligence Obligations in Supply Chains (Lieferkettensorgfaltspflichtengesetz – LkSG) as well as the mandatory ESG reporting requirements in accordance with environmental, social and governance criteria and must relay this information to their own supply chains.

3. In the event of breaches and imminent breaches, the Supplier must inform us thereof immediately.

4. If the Supplier repeatedly breaches the aforementioned principles and obligations, we shall be entitled to withdraw from existing contracts or to terminate them without notice for good cause without the Supplier being entitled to claim any compensation as a result.

Section 21 Export and customs regulations

1. The Supplier undertakes to inform us in their business documents of any licensing requirements for (re-)exports of their goods in accordance with German, European and US export and customs regulations as well as the customs and export regulations of the country of origin of their goods.

For this purpose, the Supplier shall provide the following information as a minimum in their quotations, order confirmations and invoices for the relevant items listed:

- export list number in accordance with Annex AL of the German Foreign Trade and Payments Ordinance (Außenwirtschaftsverordnung – AWW) or comparable item numbers on relevant export lists;

- the ECCN (Export Control Classification Number) for US goods in accordance with the US Export Administration Regulations (EAR);

- the commercial origin of their goods and the components of their goods, including technology and software;

- whether the goods were transported through the USA, manufactured or stored in the USA or manufactured using US technology;

- the statistical commodity code (HS code) of their goods; and

- a point of contact at their company who can answer any queries we may have.

2. At our request, the Supplier undertakes to provide us with all other foreign trade data relating to their goods and the components of their goods in writing and to inform us immediately of any changes to the existing data prior to the delivery of the products affected.

3. The Supplier also confirms that, in accordance with the anti-terrorism regulations of the EC and EU No 2580/2001 and No 881/2002 as well as No 753/2011, they have had no business contact with companies, firms, banks, organisations or people on the EU and/or US sanctions lists. This also applies to the Supplier's subsidiaries and branches as well as participating interests in third parties in Germany and abroad. Furthermore, the Supplier undertakes to inform us immediately in writing of any positive findings when checking the aforementioned sanctions lists.

If the Supplier has such contacts, we shall be entitled – after making the appropriate checks – to terminate this contract and any other contracts with the Supplier and to discontinue existing business relationships immediately without the Supplier being entitled to claim any compensation as a result.

4. The Supplier shall inform us immediately if a delivery is subject in full or in part to export restrictions under German or any other law.

Section 22 Proof of origin

1. The Supplier shall immediately provide any proofs of origin requested by us and shall ensure that they include all the necessary information and are duly signed.

2. The Supplier shall inform us immediately in writing and without being asked to do so if the information in the proofs of origin for the delivered goods no longer applies.

3. The same shall apply to proof required for VAT purposes in the event of foreign and intra-Community deliveries.

Section 23 Place of jurisdiction, place of fulfilment, applicable law

1. The place of jurisdiction shall be chosen at our discretion and shall be either the competent court for our place of business or the Supplier's place of jurisdiction.

2. The place of fulfilment for all the Supplier's obligations shall be the place of destination. If acceptance is contractually agreed or provided for by law, the place of fulfilment shall be the place of acceptance.

3. German law applies. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Sales Law; CISG) applies to cross-border deliveries.

4. In the event that any parts of these GTP are invalid, this shall not affect the validity of the remaining provisions.

Section 24 Data protection

1. We process all the Supplier's data exclusively for the purposes of conducting business and in accordance with the provisions of the valid data protection regulations.

2. Upon written request, the Supplier has a right of access to their personal data collected, processed and used by us.