

General Terms and Conditions of Purchase



1. General – Scope

1.1. These General Terms and Conditions of Purchase (hereinafter referred to as 'Terms and Conditions') only apply to entrepreneurs in the exercise of their commercial or independent professional activity and to legal entities under public law or a special fund under public law (hereinafter referred to as 'Supplier'). These Terms and Conditions are binding for all our orders and contracts relating to the purchase of deliveries of tangibles (hereinafter referred to as 'Goods') in relation to the Supplier and apply exclusively and irrespective of whether the Supplier manufactures the Goods itself or purchases them from subcontractors. These Terms and Conditions also apply accordingly to the purchase of software as well as works and services.

Receipt (*Annahme*) of delivered Goods is replaced by acceptance (*Abnahme*) in the case of works and in case of services by their complete provision at the place of fulfilment.

1.2. Terms and conditions of the Supplier are hereby expressly rejected. The Supplier recognizes the sole validity of our Terms and Conditions with the preparation of its offer, at the latest with the execution of the order, even if the Supplier refers to its own terms and conditions. Receipt of the Goods by us or payment for them does not constitute acceptance of the Supplier's terms and conditions. Our Terms and Conditions also apply if conflicting, additional or deviating clauses are contained in offers or letters of confirmation from the Supplier or if we perform contracts in the knowledge of such terms and conditions.

1.3. Individual agreements made in individual cases (including collateral agreements, supplements and changes) take in any case precedence over these Terms and Conditions. These individual agreements must be made in text form by the parties or expressly confirmed by us in text form.

1.4. These Terms and Conditions also apply to all future similar transactions between us and the Supplier.

2. Offer and conclusion of contract

2.1. Offers and cost estimates of the Supplier must be submitted free of charge for us.

2.2. Orders, their amendment or supplementation as well as other agreements made upon conclusion of the contract are only effective if they are made in text form or confirmed by us in text form. Verbal or agreements by telephone require confirmation in text form.

2.3. If an order contains obvious mistakes, typing or calculation errors or if an order including the order documents is incomplete, the Supplier must inform us of this for the purpose of correction or completion before the order is accepted; otherwise it is not binding for us. If we place an order on the basis of a drawing, only a 2D drawing is legally binding for the order.

2.4. We may demand changes to the design and execution of the Goods within the scope of what is reasonable for the Supplier. The effects, in particular with regard to additional or reduced costs as well as the delivery time, are to be agreed appropriately.

2.5. Our silence in response to offers, requests or other declarations by the Supplier may only be deemed to constitute consent if this has been expressly agreed in the individual case in accordance with Clause 2.2.

3. Use of the Goods, applicable regulations

3.1. The Supplier is expressly informed that we sell our products to our customers worldwide.

3.2. The Goods must fulfil the conditions of origin of the EU. The Supplier must provide us with the corresponding proof of origin immediately and without being requested to do so. The actual country of origin must be stated in any case in the delivery documents.

3.3. The Supplier must inform us comprehensively in writing prior to the conclusion of the contract if the Goods or components of the Goods are subject to export controls or other restrictions on marketability in the broadest sense under the regulations applicable in the Federal Republic of Germany. Furthermore, the Supplier is obligated to inform us of any authorization requirements for (re-)exports of the Goods in accordance with applicable export and customs regulations. To this end, the Supplier must, if not already included in its offer, provide the following information on request when accepting an order and on each delivery note for the relevant Goods items:

- the statistical goods number (HS code - 8 digits (EU) - Regulation (EEC) No. 2658/87)
 - the AL no. (export list number) in accordance with Annex I and IV to the EU Dual-Use Regulation No. 2021/821 as amended or Part I of the export list (Annex AL to the German Foreign Trade and Payments Ordinance)
 - the ECCN (Export Control Classification Number) according to US export law (EAR)
 - Restrictions regarding US (re-)export according to US export law (EAR)
 - Commercial origin of the Goods (EU customs law Art. 60 ff. UCC)
- The Supplier must inform us immediately in writing of any changes.

3.4. The Supplier assures us that it will comply with the applicable export control regulations, including any embargoes or other sanctions in force.

3.5. The Supplier must comply with and apply the relevant regulations on the handling and placing on the market of hazardous substances, which are contained, for example, in the European Chemicals Regulation (REACH), the Chemicals Act and the Hazardous Substances Ordinance. The Supplier must also take into account the relevant regulations for the disposal of waste and residual materials and inform us of any treatment, storage and disposal requirements without being requested to do so.

3.6. When delivering Goods that are subject to the scope of application of an internal market regulation or directive of the European Union for the first placing on the market, such as the EC Machinery Directive 2006/42/EC or, from 20 January 2027, the Machinery Regulation (EU) 2023/1230, the Supplier undertakes to comply with the relevant safety and health protection requirements and procedures. If provided for therein, the Supplier must issue an EC Declaration of Conformity and affix the CE mark. In the case of partly completed machinery within the meaning of the Machinery Directive or the Machinery Regulation, the Supplier must provide us with an extended declaration of incorporation in the form required by us and with operating instructions. At our option, the Supplier must provide us with the prepared risk assessment or allow us to inspect it.

4. Delivery time

4.1. The delivery time (delivery period or delivery date) stated in our order is binding and must be adhered to. Delivery periods commence on the date of the order. Decisive for compliance with the

delivery time is the receipt of the Goods in the agreed design, scope and classification or the acceptance of works or the complete provision of the services on our premises or the place of delivery or performance specified in the order ('place of fulfilment').

4.2. Additional costs due to accelerated transport or performance in order to comply with the agreed delivery time must be borne by the Supplier.

4.3. Premature delivery may only be made with our express consent and does not affect agreed payment dates. We are entitled to return prematurely delivered Goods at the Supplier's expense or to store them at the Supplier's expense until the delivery time specified in the order.

4.4. The Supplier is responsible for compliance with the agreed delivery time.

4.5. The Supplier may only invoke a delay in delivery time due to circumstances beyond its control and which cannot be reasonably be prevented or overcome by it ('Force Majeure') if the Supplier has notified us of the reason for the impediment and the expected duration of the delay immediately after becoming aware of the Force Majeure. In any event, the following events will be deemed to be Force Majeure: strikes, riots and civil commotions, war (declared or undeclared), piracy, terrorist threats, acts of sabotage, fires, floods, earthquakes and other natural disasters, epidemics (including epidemics and pandemics), acts of government. Insofar as our interest in the Goods is significantly reduced due to the delay caused by such circumstances, we are released from the obligation to receipt the Goods in whole or in part and we are also entitled to rescind the contract in whole or in part. In particular, the Supplier is not entitled to rescind the contract or to increase prices at its own discretion in cases of Force Majeure.

4.6. In all other cases in which the agreed delivery time is exceeded, we reserve the right to rescind the contract after expiry of a reasonable period of time set by us, without prejudice to further statutory claims. If the Supplier is responsible for the delay, we may, at our discretion, demand compensation for the damage caused to us due the delay or, after expiry of the above-mentioned period of time, demand compensation for damages in lieu of performance or reimbursement of futile expenses.

5. Delivery

5.1. Delivery must be 'free domicile', i.e. free place of fulfilment (DAP according to Incoterms® 2020) at the expense and risk of the Supplier. The Supplier is obligated to ensure and comply with all legal, customs and technical regulations to be observed for the respective shipment. The Supplier is not obliged to clear the Goods for import.

5.2. The Supplier bears the risk of accidental loss and accidental deterioration of the Goods until receipt by us or our authorized representative at the place of fulfilment.

5.3. Partial deliveries are generally not permitted unless we have expressly agreed to them or they are reasonable for us in the specific individual case. In the case of agreed partial deliveries, the remaining quantity must be listed.

5.4. The shipping documents must state the scope of the delivery by item, type and quantity, order data such as order number and material number for each item. In addition, the exact description of the Goods, weight (gross/net) and packaging of the Goods must be listed. If shipping documents are not available when the Goods arrive, the Goods are deemed not to have been delivered. The Supplier is liable for delays in the receipt of the Goods caused by missing or inadequate information in the shipping documents.

5.5. Each delivery to us must be labelled in such a way that the Goods can be clearly identified and traced.

5.6. The values determined by us during the incoming goods inspection are authoritative for the quantities, dimensions and weights of a delivery.

5.7. In the case of delivery of software, it must be IT-secured by the Supplier along the entire transport route in accordance state of the art technologies; in particular, the transmission must be encrypted. In addition, it must be possible to ensure and verify the integrity of the software (e.g. by means of hash values or a digital signature).

5.8. The Supplier is obligated to provide us on request with spare parts lists with corresponding pictorial representations for the parts to be supplied.

6. Documents within the scope of delivery

6.1. Each contractual delivery of Goods, in particular services and works, must be documented in a comprehensive manner in accordance with the contractual agreements, but at least in a manner customary in the market. Unless otherwise agreed, the type and scope of the documentation must at least be suitable to fulfil the contractual purpose and enable us to fully comprehend the delivery of the Goods ourselves; this applies accordingly to the creation of software.

6.2. Storage, assembly and operating instructions and – where applicable – safety data sheets must be supplied free of charge in the official EU languages and in the national languages of the EFTA member states. The same applies to agreed material tests, test reports, quality documents and all such documents as required for the maintenance and repair of the Goods.

6.3. All documentation described in Clauses 6.1. and 6.2. is an integral part of the Supplier's contractually owed performance. In particular, the Supplier is liable for all damage that would not have occurred if the documentation had been available.

6.4. We are expressly authorized to copy, process and pass on to our customers the documentation described in Clauses 6.1. and 6.2.

7. Packaging

7.1. In order to avoid transport damage due to missing or inadequate load securing, the Supplier must have the Goods secured by the collecting carrier.

7.2. The Supplier is obligated to ship the Goods manufactured or processed by it only in packaging that is environmentally friendly in terms of type, shape and size and complies with the applicable statutory provisions.

7.3. Irrespective of whether the packaging material is transport, sales or outer packaging, the Supplier agrees to collect and take back this packaging after use at its own expense and to reuse or recycle it. We undertake to handle reusable packaging recognized by us properly and to make it available to the Supplier free of charge in the best possible condition.

7.4. Additional costs due to non-compliance with the shipping instructions must be borne by the Supplier.

8. Prices and terms of payment

8.1. Invoices must be submitted after complete delivery of the Goods in terms of design, scope and classification or complete provision of the services or acceptance of works, stating our order number, order date and Supplier number in each case. Each order must be invoiced separately. Invoices without order number, order date or Supplier number are deemed not to have been received for lack of processability.

8.2. The price stated in the order is binding. All prices are fixed prices and are 'free domicile' to the place of fulfilment including the costs for packaging, shipping equipment and transport.

8.3. The Supplier bears all customs duties, taxes, levies and export costs incurred in connection with the order. The Supplier is not obliged to clear the Goods for import. The statutory value added tax is included in the price, unless it was expressly designated as a net price when the order was placed.

8.4. Invoices will be settled at our discretion within 14 days with a 3% cash discount or within 30 days net after receipt of the properly issued invoice and complete delivery of the Goods or complete provision of the services or acceptance of works. Our payments will be made by bank transfer. In the case of receipt of prematurely delivered Goods, the due date will be based on the agreed delivery time (see Clause 4.3.).

8.5. If payments are made by us in advance for which no deliveries have yet been made, corresponding bank guarantees must be provided in our favor by a reputable German credit institution before payments are made by us.

8.6. In the event of defective delivery, we are entitled to withhold a proportionate part of payment until proper fulfilment without loss of rebates, cash discounts or similar price reductions. We are entitled to further rights of set-off and retention in accordance with the statutory provisions.

8.7. Payments made do not constitute recognition of the delivery as being in accordance with the contract. Each payment is made subject to invoice verification and subject to correction in the event of subsequent complaints.

9. Transfer of title, offsetting, right of retention, assignment

9.1. It is agreed with the Supplier that title to the delivered Goods passes to us upon payment. The Supplier assures that there are no third-party rights to the delivered Goods. All retention of title provisions that exceed a simple retention of title are hereby rejected. Should ownership rights, co-ownership rights or liens of subcontractors nevertheless exist or enforcement measures be carried out, the Supplier is obligated to compensate us for all damages incurred as a result in accordance with the statutory provisions.

9.2. The Supplier may only offset counterclaims arising from other legal relationships to the extent that they are undisputed or have been legally established.

9.3. The Supplier may only exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.

9.4. The Supplier is not authorized to assign or transfer its contractual rights and obligations to third parties without our express consent. This also applies to the assignment of claims to third parties or the collection of claims by third parties, unless such claims are legally established, ready for judgement or undisputed. If the Supplier assigns its claim against us to a third party without our express consent, the assignment will nevertheless be effective. However, we may, at our discretion, perform to the Supplier or the third party with discharging effect.

10. Quality assurance

10.1. The Supplier is obligated to manufacture the Goods or have them manufactured in accordance with the applicable environmental, safety regulations and statutory provisions, the relevant ISO, EN, DIN, VDE regulations, the Product Safety Act and in accordance with standard market quality regulations, to carry out inspections and to document these inspections.

10.2. The Supplier is obligated further to ensure the permanent quality assurance of the Goods by applying a suitable quality assurance system, e.g. DIN EN ISO 9001 ff or equivalent, and to maintain and further develop this quality assurance system for the duration of the co-operation in conformity with the relevant standards.

10.3. We have the right to demand proof of the Supplier's quality assurance system and to convince ourselves of the manner in which the tests and inspections are carried out on site, if necessary also at the Supplier's subcontractors, as well as to carry out audits at the Supplier's premises.

10.4. The Supplier must inform us unsolicited and timely of any planned changes to the Goods and its inhouse processes; this also applies to Goods that the Supplier purchases from subcontractors. In the event of a planned change to the production or testing process or the production location, we must be informed immediately by the Supplier in text form. The implementation of such changes requires our separate approval.

10.5. A separate quality assurance agreement between us and the Supplier will take precedence over the provisions of this Clause 10 in this respect.

11. Inspection of the Goods

11.1. The Goods will be inspected by us immediately upon receipt, insofar as this is possible in the ordinary course of business, in particular for externally recognizable damage and externally recognizable deviations in identity and quantity. In this respect, every receipt of delivery is always expressly subject to a quantity and quality inspection and does not constitute approval of a delivery.

11.2. We will immediately notify the Supplier in text form of any defects discovered during the incoming goods inspection. If defects become apparent at a later date, we will notify the Supplier immediately after their discovery.

11.3. The processing, payment and reordering of Goods that have not yet been recognized and reported as defective does not constitute approval of a delivery.

11.4. In the case of deliveries consisting of a large number of identical products, we will carry out an appropriate random check of the delivered Goods for defects. If individual random samples of a delivery are defective, we may, at our discretion, demand that the defective Goods be sorted out by the Supplier or assert claims for defects for the entire delivery.

11.5. If, due to defects in the Goods, an inspection beyond the usual scope of our incoming goods inspection becomes necessary, the Supplier must bear the costs of this inspection.

12. Acceptance of works

12.1. If the Supplier owes works, their formal acceptance by us is required. If the inspection of the works requires commissioning, acceptance will take place after fault-free commissioning. Acceptance will take place at our discretion at the Supplier's premises or at the place of fulfilment.

12.2. Insofar as the works are intended for installation in or connection with one of our products, which in turn requires acceptance by our customer and therefore the contractual conformity of the works cannot be determined isolated, but only in combination with our product, we are entitled to postpone acceptance of the works by a reasonable period of time until the date of overall acceptance by our customer, but for no longer than 12 months.

12.3. Acceptance will be effected by issuing an acceptance certificate. Payments made do not constitute acceptance or approval of the works or a waiver of claims for defects.

12.4. All costs of acceptance will be borne by the Supplier.

13. Liability for defects

13.1. The Supplier is liable in accordance with the statutory provisions that the Goods are free from defects (*Sachmängel*) or defects of title (*Rechtsmängel*) at the time of the passing of risk.

13.2. Information provided by the Supplier in connection with sales discussions, in particular in catalogs, advertising material, public statements, data sheets or other product descriptions, will be deemed to be the contractually agreed properties of the Goods.

13.3. If we have informed the Supplier of the intended purpose and the place of use of the Goods within the scope of the order, the Supplier expressly warrants the suitability of the Goods for this purpose or place of use. Furthermore, the Supplier expressly warrants the complete conformity of the Goods with samples, specimens and descriptions provided by the Supplier.

13.4. Our approval of drawings, calculations, or other technical documents of the Supplier does not affect the Supplier's responsibility for defects.

13.5. In the case of the delivery of circuits, control systems and programs, a defect will also be deemed to exist if the delivered Goods are free of defects per se or work, but are not or only partially suitable for fulfilling the function for which they are designed and for which they are contractually intended.

13.6. In the event of a defect or defect of title, we are entitled to the statutory claims for defects in full. We are entitled to choose the type of subsequent performance at our own discretion, by having the defect remedied or by having Goods delivered free of defects. The Supplier must reimburse all costs and expenses incurred by us for subsequent performance, in particular the costs of identifying the defect, retrofitting costs, removal and installation costs, transport, travel, labor and material costs. Installation and removal costs also expressly include costs incurred by us in the course of prefabrication processes due to the use of the defective Goods.

13.7. If the Supplier is in default with subsequent performance, we are entitled to carry out the subsequent performance chosen by us ourselves or have it carried out by third parties at the expense and risk of the Supplier. In urgent cases, in particular to avert immediate danger or to avert unreasonably high damage to be expected, we are entitled to carry out the necessary measures to remedy the defect ourselves or have them carried out by third parties immediately and without setting a prior period of time for subsequent performance at the expense and risk of the Supplier.

13.8. If subsequent performance has not been effected within a reasonable period of time or has failed or if the setting of a period of time was dispensable, we may rescind the contract or reduce the purchase price and demand compensation for damages in lieu of performance or reimbursement of futile expenses in accordance with the statutory provisions.

13.9. The limitation period for our claims for defects is 36 months from the passing of risk, unless a longer limitation period exists in accordance to §§ 438 para. 1 and para. 3 BGB (*German Civil Code*). If we purchase the Goods for the purpose of resale, the limitation period will commence at the time at which the limitation period from the resale of the Goods commences, but no later than six months after the passing of risk to us. The same applies if we purchase the Goods for the purpose of further processing.

13.10. In the event of subsequent performance by delivery of Goods free of defects, the limitation period for claims for defects for these Goods begin anew. In the event of subsequent performance by remedying the defect, however, this only applies insofar as the identical defect or the consequences of defective subsequent performance are concerned.

14. Third-party intellectual property rights

14.1. The Supplier is liable in accordance with the statutory provisions for ensuring that the Goods are free from third-party rights and that no third-party intellectual property rights are infringed by the delivery or the intended use of the Goods. This liability expressly includes samples, brands, models, drawings, descriptions and documentation provided or supplied by the Supplier. In this respect, the Supplier is not liable if the Supplier has manufactured the Goods in accordance with drawings, models or other equivalent descriptions or information provided by us and does not know or, in connection with the Goods manufactured, does not have to know that intellectual property rights of third parties are infringed as a result.

14.2. The parties are obligated to inform each other immediately of any risks of infringement and alleged cases of infringement of which they become aware and to give each other the opportunity to defend themselves against such claims by mutual agreement.

14.3. The Supplier is obligated to inform us comprehensively upon request on the use of published or unpublished, own or licensed intellectual property rights or applications for intellectual property rights with respect to the Goods.

14.4. If claims are asserted against us by a third party for infringement of intellectual property rights due to the delivery or the intended use of the Goods, the Supplier is obligated to indemnify us against these claims upon first request and to reimburse us for all necessary expenses in connection with these claims and, at our discretion, either to procure the necessary licenses from the holder of the intellectual property rights or to modify the Goods so that the infringement no longer exists or to take back the delivered Goods.

14.5. Further statutory claims of ours due to defects of title in the Goods delivered to us remain unaffected.

15. Product and manufacturer's liability, liability insurance

15.1. The Supplier must indemnify us against all claims of third parties arising from domestic or foreign product and manufacturer's liability which are attributable to a defect in the Goods delivered by the Supplier. The Supplier bears the costs of legal prosecution and defense incurred by us in this respect.

15.2. Within the scope of its liability under Clause 15.1, the Supplier is also obligated to reimburse our necessary expenses arising from or in connection with measures taken by us concerning the Goods, in particular warning, replacement or recall campaigns. We will inform the Supplier as far as possible and reasonable on the content and scope of the measures to be carried out and will give the Supplier opportunity to comment.

15.3. The Supplier is obligated to maintain appropriate insurance against all risks arising from product and manufacturer's liability and to provide us with evidence of the existence of such insurance by submitting a valid confirmation of insurance.

16. Documents, means of production, supply of spare parts

16.1. We reserve ownership rights and copyrights to all templates, samples, documents such as factory standards, drawings and other information of a physical and non-physical nature – including in electronic form – (hereinafter referred to as “Documents”) provided to the Supplier in the course of the preparation and execution of an order. These Documents may only be used for the contractual purposes of the order and may not be processed, reproduced or made accessible to third parties without our express consent. These Documents must be returned to us or destroyed immediately at any time upon request, or, in case a contract is not concluded or after completion of the order without the need for a separate request.

16.2. Means of production, such as models and tools, which the Supplier manufactures or has manufactured at our expense in accordance with the order, become our property upon completion. The Supplier is obligated to use these means of production exclusively for the manufacture of the Goods ordered by us. These means of production may not be made accessible to third parties. The Supplier is not authorized to make copies, replicas or other reproductions of these means of production.

16.3. The Supplier obligated to mark means of production within the meaning of Clause 16.2. as our property, to treat these with care, to store them properly and to dispose of them only with our express consent, even if no further deliveries have been made for us with these means of production over a longer period of time. The Supplier must insure these means of production at its own expense at replacement value against damage caused by the elements and theft.

16.4. The Supplier is obligated to carry out any necessary inspections as well as all maintenance and repair work on the means of production within the meaning of Clause 16.2. in consultation with us in good time. The Supplier must notify us immediately of any damage that occurs.

16.5. Means of production within the meaning of Clause 16.2. must be returned to us or destroyed immediately at any time upon request.

16.6. The Supplier is obligated to ensure that spare parts or accessories remain available within reasonable delivery times for a period of 10 years after the last order. This can also be done by means of functionally identical solutions. The Supplier ensures that the purchase prices are reasonable at the time of the order. If the Supplier foreseeably discontinues the production or sale of Goods, spare parts or accessories, it will inform us of this circumstance in good time, at the latest 6 months before discontinuation, and give us the opportunity to place final orders.

17. Software

17.1. The Supplier grants us the right to use software that is part of the scope of delivery, including its documentation, with the agreed performance features and to the extent necessary for the contractual use of the software or to the extent permitted by law. These rights of use are expressly unlimited in time and transferable.

17.2. We are entitled to make copies for the purpose of data backup. We are also entitled to pass these copies on to our customers for their intended use with reference to existing copyright notices.

17.3. The Supplier must check the software for viruses, trojans and other malware using current, commercially available virus protection programs before delivering it to us or installing it on our or our customers' systems.

18. Confidentiality, data protection, advertising

18.1. For a period of seven years from the conclusion of the contract, the Supplier is obligated to treat as confidential all information received from us or made accessible to it in the course of the business relationship which is designated by us as confidential or which is recognizable as our business or trade secrets under other circumstances, and to use it only to the extent necessary for the business relationship. The Supplier must take all necessary measures to protect this information from misuse, unauthorized disclosure, duplication, use, unauthorized access and unauthorized use.

18.2. Information will be exempt from the duty of confidentiality if it is demonstrably in the public domain or generally known at the time of receipt or becomes generally known or accessible later through no fault of the Supplier. The burden of proof is borne by the Supplier.

18.3. Insofar as the parties process personal data in the course of order processing, they must comply with the data protection laws. The Supplier acknowledges and agrees that the documents and information relating to it may also be stored or retained outside Germany.

18.4. The Supplier may only advertise the business relationship with us with our express consent.

19. Integrity

19.1. The Supplier undertakes to refrain from any form of corruption within the framework of the contractual relationship and vis-à-vis third parties, and to take all necessary measures, including organizational measures, to avoid corruption. This also includes instructing the respective employees and other authorized persons. Corruption in its widest sense means any seeking or accepting, offering or granting, facilitating or concealing of improper payments or other such advantages.

19.2. In the event of a breach of this integrity obligation by the Supplier, we are entitled to rescind the contract for good cause. Further (including statutory) claims on our part against the Supplier, in particular for damages, remain unaffected hereof.

19.3. The Supplier acknowledges that, in the event of a breach of this integrity obligation, we may disclose all information and data, even if their confidential treatment has been assured, in order to cooperate with law enforcement authorities.

20. Sustainability due diligence

20.1. As part of its corporate responsibility, the Supplier expressly undertakes to comply with the statutory provisions, including laws for the protection of the environment, labor law provisions and laws on the health and safety of employees and on the minimum wage, and not to tolerate child and forced labor in or in connection with the manufacture and distribution of its Goods.

20.2. In this context, the Supplier is in particular be obligated to make suitable agreements with its subcontractors in the supply chain and to demand compliance with these obligations from them to the best of its ability.

20.3. In this context, the Supplier ensures to set up a risk assessment system that enables the Supplier to directly identify corresponding risks and violations and to generate meaningful reports on the existing risks on request. In addition, the Supplier must maintain a whistleblower portal in accordance with the applicable legal requirements and ensures access to corresponding complaints procedures.

20.4. In the event of indications of a not insignificant breach of the obligations described in this Clause or of the regulatory and statutory requirements arising from the contractual relationship by the Supplier, we are entitled to demand written information and reports from the Supplier on compliance with the aforementioned provisions and any breaches and also to carry out audits at the Supplier's premises.

21. Termination, rescission, performance of the contract (Force Majeure)

21.1. In the event of termination of the contract by us, the Supplier will receive at most that part of the remuneration which corresponds to its performance up to that point.

21.2. If we are prevented by Force Majeure (as defined in clause 4.5) from fulfilling our contractual obligations, in particular from receiving the Goods, we are released from our obligation to perform for the duration of the hindrance plus a reasonable

recovery period thereafter. We are also entitled to postpone the delivery time appropriately if there is an important reason, without this leading to a delay in receipt on our part.

21.3. We are entitled to rescind the contract in whole or in part if a hindrance pursuant to Clause 21.2 lasts for more than 90 days and we are no longer interested in the fulfillment of the contract as a result of the hindrance. At the Supplier's request, we will declare after expiry of the period whether we will exercise our right of rescission or receive the Goods within a reasonable period.

22. Liability

22.1. The Supplier is liable to us in principle for any form of fault, in particular also for any form of negligence on the part of its employees or other persons obligated to perform services. The Supplier is liable for the negligence of its subcontractors in the same way as for its own negligence. The subcontractors are deemed to be vicarious agents of the Supplier.

22.2. We are only liable for slight negligence if we are in breach of a principal contractual obligation. A principal contractual obligation is one which arises from the nature of the contract and which is of particular importance for the achievement of the purpose of the contract because compliance with it is essential for the proper performance of the contract and on compliance with which the Supplier regularly relies and may rely. In the event of a slightly negligent breach of such a principal contractual obligation, our liability is limited to such damage as is foreseeable and the occurrence of which must typically be expected within the scope of the contract. Otherwise, our liability for slight negligence is excluded. The above limitations of liability do not apply to damage resulting from the breach of a guarantee given by us or from injury to life, limb or health, in the event of intent or gross negligence or mandatory statutory liability for product defects.

22.3. Insofar as our liability is excluded or limited, this also applies to the personal liability of our legal representatives, employees and vicarious agents.

23. Final provisions

23.1. The contractual relationship between us and the Supplier is governed exclusively by German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG).

23.2. The place of performance for all deliveries is our head office or the place of delivery or performance specified in the order as the place of fulfillment (see Clause 4.1.). The place of performance for our payments is our head office.

23.3. The exclusive place of jurisdiction for all disputes arising from the business relationship between us and the Supplier is our head office. We are also entitled to bring an action at the Supplier's registered office and at any other permissible place of jurisdiction. Arbitration clauses of the Supplier are hereby rejected.