

§ 1 General, Applicability

(1) These General Terms and Conditions of Purchase (hereinafter referred to as "GTCP") are an integral part of the contracts relating to supplies and/or services between the goods supplier and/or service provider (hereinafter referred to as the "Supplier") and the respective ordering company of the Griesemann Group (hereinafter referred to as "we" or "us"). All supplies, services and offers of our Suppliers are exclusively provided based on these GTCP. They form an integral part of all agreements executed by us with any Supplier on their supplies or services. They are also applicable for all future supplies, services or offers made to us by the Supplier, even if they are not agreed upon separately. Insofar as the validity of additional conditions ("Additional Conditions") of us or of our client is expressly agreed in addition to these GTCP in individual cases, these Additional Conditions shall take precedence in the event of a contradiction to these GTCP; otherwise, the Additional Conditions shall apply in addition to these GTCP.

(2) The general terms and conditions of our Suppliers or any third party shall not be applicable, even if we do not object to their applicability in the individual case. Even if we refer to a letter containing or making reference to terms and conditions of the Supplier or third party, this shall not constitute our agreement with the applicability of such terms and conditions. These GTCP shall also apply if we accept or pay for supplies and/or services provided by the Supplier while we are aware of Supplier terms contradictory to or deviating from our GTCP.

(3) These GTCP shall not be applicable if a Supplier is not (i) an enterprise in terms of the German Civil Code (Bürgerliches Gesetzbuch, "BGB"), (ii) a legal entity under public law, or (iii) a special fund under public law.

(4) Provisions in these GTCP that expressly refer to a special type of service (e.g. services/works services) apply exclusively to this type of service. Otherwise, the regulations in these GTCP apply to all types of services.

§ 2 Purchase Orders and Contract Conclusion

(1) If our order does not constitute the acceptance of an offer from the Supplier and this order does not expressly contain a binding deadline for placing an order, we shall be bound by this for one week after the date of the order. The receipt of the Supplier's order confirmation by us is decisive regarding the timely acceptance of the order. Purchase orders and call-offs for supplies and services from master purchase agreements, as well as additions to and modifications of agreements, including these GTCP, must be made in writing in order to be effective. Except for our managing directors and authorised signatories [Prokuristen], our employees are not entitled to make any deviating verbal agreements. Any verbal agreements made before the conclusion of the contract or promises made by us shall lose their validity upon conclusion of the contract, unless the agreement expressly states that they should continue to be binding, or the promises are expressly confirmed by us in writing. To comply with the written form, transmission by means of telecommunication, especially by fax or e-mail, shall only be sufficient if the copy of the signed declaration is transmitted.

(2) Call-offs for supplies and/or services from master purchase agreements shall become binding unless the Supplier objects to them in writing within seven calendar days upon receipt.

(3) We shall be entitled to request changes regarding the time and location of delivery or performance, the type of packaging and/or modifications of the design or construction of the delivery and performance object as far as this is reasonable for the Supplier. We shall reimburse the Supplier for the proven and reasonable additional costs incurred as a result of the change; reduced costs shall result in a reduction of the contract price. If any such changes result in delays in delivery

that are not avoidable by reasonable effort in the Supplier's normal course of production and business, the originally agreed delivery date shall be postponed appropriately. The Supplier shall immediately notify us in writing of any additional cost or delivery delays anticipated by the Supplier upon careful evaluation, at the latest within seven calendar days upon receipt of our notice pursuant to sentence 1. Otherwise, the Supplier shall not be entitled to claim remuneration for additional costs and/or to request a postponement of any date.

(4) We are entitled to withdraw from the contract at any time by means of a written declaration, stating the reason, if the ordered supplies or services can no longer be used in our business operations or can only be used with considerable additional effort due to circumstances which have arisen after the conclusion of the contract and for which the Supplier is responsible (e.g. non-compliance with legal requirements).

(5) Should the Supplier's economic situation deteriorate during the term of the purchase order to such an extent that fulfilment of the contract is seriously at risk, should the Supplier cease payments (even temporarily), should insolvency proceedings or comparable legal proceedings be permissibly applied for by us or another creditor, such proceedings be initiated or their initiation be rejected for lack of assets, we shall be entitled to terminate the contract or withdraw from the contract for any part not yet fulfilled. We shall be entitled to withdraw fully if partial fulfilment is not of any interest to us. In the case of termination, we shall be entitled to claim damages for non-performance of the remainder of the contract.

(6) Irrespective of paragraphs 4 and 5, we shall be entitled to terminate the contract at any time in compliance with Section 648 of the German Civil Code (BGB) with the legal consequences specified there, even if the contract is not a works contract. The right to terminate the contract for good cause shall not be affected by this.

§ 3 Prices, Terms of Payment and Invoice Information

(1) The price stated in the purchase order shall be a fixed and binding price. The price shall comprise all parts and services, even if not listed in detail, as required for the trouble-free function and the contractually intended use of the supplies or service.

(2) In the absence of a deviating written agreement, the price shall include delivery and transport to the place of delivery or performance specified in the purchase order, unloading, packaging and any travel costs, charges and expenses, as well as any costs to be paid by the Supplier to third parties for the supplies and/or services. If it has been agreed that travel costs are not included in the price, our written consent is required before they are incurred; otherwise these are non-refundable. Their occurrence must be proven by the Supplier when billing.

(3) Insofar as the price does not include the packaging according to the agreement made and the payment for the packaging - not only provided on loan - is not expressly determined, this is to be calculated at the proven cost price. At our request, the Supplier must take back the packaging at his own expense.

(4) Cost estimates and offers from the Supplier are binding. They are not remunerable, unless explicitly agreed upon otherwise in writing.

(5) Unless otherwise agreed, we pay upon delivery of the goods or acceptance of the service and - insofar as the handover of documents is part of the defect-free supply and/or service, after their handover to us - and receipt of a verifiable and correct invoice the contract price within 30 days net, unless a longer term of payment has been agreed. Receipt of the transfer order by our bank shall be sufficient for the timeliness of payments due from us. Insofar as partial payments are made with fixed performance levels according to the concluded agreement, a corresponding partial

invoice can only be issued after the performance level has been reached with submission of a corresponding written confirmation from us; we are obliged to submit the confirmation once the corresponding level of performance has been reached. In the case of defective supplies or services, we are entitled to withhold payments until proper fulfilment. Payment does not imply any acknowledgement of any prices and/or conditions. Likewise, the payment does not represent unconditional acceptance, acknowledgement of proper fulfilment or a waiver in respect of a notification of defects and is irrelevant for the running of limitation periods for claims for defects.

(6) All order confirmations, delivery documents and invoices must contain the name of the ordering person of the customer, our order number with order item, the article number and/or description of services in accordance with tax regulations, supply or service quantity and delivery address or place of service as well as the time of delivery or service. Should any of this information be missing and, as a result, the processing by us be delayed in our normal course of business, the payment due dates specified in para. 5 shall be extended by the period of delay. However, we can also choose to return the invoice and request the Supplier to issue a contractually valid invoice, whereby the payment period then only begins upon receipt of the new contractually valid invoice.

(7) If remuneration for the service to be provided by the Supplier is based on periods of time (e.g. billing on an hourly basis, daily rate basis), the Supplier is obliged to invoice his service and any expenses on a monthly basis and to send us an invoice by the 10th of the month for the services rendered and any expenses incurred in the previous month, insofar as these are eligible for remuneration. The Supplier is liable for all damage caused by non-compliance with this obligation, unless he is not responsible for this. The Supplier is advised that if this obligation is not complied with, we may be prevented from issuing invoices to our customer and that we may lose our claim to remuneration from our customer, which may also include the Supplier's claim to remuneration.

(8) The invoice is to be sent separately from the goods, electronically only, in PDF file format and electronically searchable by e-mail, to the e-mail address specified in the order. Only one invoice may be attached to each e-mail.

(9) There shall be no interest payable from the due date. In the event of a delay in payment, we shall owe interest on arrears in the amount of five percentage points above the base interest rate in accordance with Section 247 of the German Civil Code (BGB). The statutory provisions shall apply to the occurrence of default, with the exception that in all cases we must have received a written reminder from the Supplier.

§ 4 Delivery Time and Delivery, Transfer of Risk, Acceptance, Fulfilment of Contract

(1) The delivery time specified in the purchase order (delivery date or period and/or performance date or period) shall be binding. If only one delivery period or performance period has been agreed, this begins when the Supplier receives our order, unless otherwise agreed. In particular, any reservation of timely self-delivery shall be excluded. Compliance with the delivery time for supplies shall be determined by the receipt of the goods at the specified place of delivery or, in the case of services, the written notification to us of the readiness for acceptance of the services; the latter also applies if an acceptance requirement has been agreed for the delivery.

(2) The Supplier shall be obliged to notify us in writing immediately if circumstances arise or are anticipated which will prevent compliance with the delivery time; such notification shall also include written information on the likely duration of the delay by the Supplier. If the Supplier fails to provide this notification, he only has the right to have the impeding circumstances taken into account if we were obviously aware of the fact and its impeding effect.

The Supplier is also obliged to notify us immediately in writing if we have not provided any cooperation services to be provided by us or have not provided them properly. If the Supplier fails to provide this notification, he cannot invoke the lack of cooperation and we will not be in default of cooperation.

(3) If the day on which the delivery or service is to take place at the latest can be determined on the basis of the contract, the Supplier shall be in default at the end of this day without a reminder being required on our part.

(4) In the event of default on the part of the Supplier, we are entitled to the statutory claims without restriction, whereby we can only exercise a right of withdrawal or assert claims for damages instead of performance after the unsuccessful expiry of a reasonable period of grace.

(5) If the Supplier defaults on one or more of the dates agreed in the order, we are entitled to demand a contractual penalty of 0.2% of the net contract price per working day of default, but no more than 5% of the net contract price. Contractual penalties for exceeding interim deadlines will be taken into account if subsequent interim deadlines and/or the final deadline are exceeded, so that the individual contractual penalties cannot be accumulated. The total contractual penalty to be imposed according to the contract amounts to a maximum of 5% of the net contract price. The maximum amounts specified for individual deadlines therefore do not apply individually. A reservation for the contractual penalty is not required upon receipt or, if acceptance is required by law or contract, upon acceptance; however, this must be done at the latest with the final payment. The contractual penalty shall be offset against the damage caused by delay which the Supplier has to compensate for.

(6) The Supplier is not entitled to perform premature deliveries and/or partial deliveries or services without our prior written consent. In the case of delivery or service before the agreed delivery time, the warranty period begins at the earliest, unless a later point in time has been agreed, and the payment period begins on the day of the originally agreed delivery time.

(7) The INCOTERMS® 2020 apply to any trade clauses mentioned in the order. Unless otherwise stipulated in the order, the risk only passes to us when the goods are handed over to us at the agreed place of delivery or, if acceptance is required by law or the contract, upon acceptance of the delivery or service; this also applies if shipment has been agreed. The statutory regulation in the event of our default of acceptance remains unaffected. Unless specified otherwise in the purchase order or otherwise agreed upon by us, delivery and/or acceptance shall take place at our registered office.

(8) Any service performance requires our formal acceptance. Deliveries shall require our formal acceptance if such acceptance has been agreed upon. Implied and fictitious acceptance is excluded. The Supplier shall notify us in writing or in text form of its readiness for acceptance in good time, but at least 2 weeks in advance. The parties shall draw up a joint acceptance report of the acceptance, in which the type and scope of any defects and, where applicable, the period for remedying the defects shall be recorded. Acceptance takes place after delivery of all goods or completion of the entire service. The Supplier has no right to acceptance of parts of the delivery or service.

(9) The Supplier must only use sufficiently qualified personnel to fulfil the contract. Personnel who do not meet these requirements or who damage our interests repeatedly or in a particularly serious manner must be replaced by the Supplier at his own expense.

(10) Unless otherwise agreed in individual cases, the contract language is German. The Supplier guarantees that communication can always take place both verbally and in writing in the contract language. For this purpose, he must name at least

one contact person and one deputy who is also authorised to make and receive legal declarations for the Supplier.

§ 5 Scope of Supplies and Services

(1) The Supplier's supplies and services shall be performed in accordance with the current state of technology at the time of handover and/or acceptance. They must be defect-free and of impeccable quality, have the agreed properties, be suitable for the use stipulated in the contract, comply with the relevant legal provisions, EU directives, EU regulations as well as the safety recommendations of the responsible German trade associations (e.g. DIN, VDE, ZWEI, VDI, ElektroV, etc.) and be handed over with the agreed accessories and the agreed instructions, including assembly and installation instructions. To the extent specified in the purchase order, the set of rules listed there shall prevail. Insofar as internal standards and/or guidelines of us and/or our customer are to be observed and these are not yet available to the Supplier or he does not yet have access to them, the Supplier is obliged to request them from us in good time. If the packaging has not been agreed in detail, the Supplier must pack the goods properly and appropriately so that damage during transport is avoided.

(2) The Supplier shall be obliged to test the goods to be supplied in accordance with general German industrial standards and make the test results available to us free of charge upon request. We, too, shall be entitled, but not obliged, to test the goods. These tests shall not constitute acceptance. If any additional tests are to be performed for the goods, the Supplier must inform us of this at least one week before readiness for the test and agree with us a date for carrying out the test on which we can take part. The Supplier bears the costs for carrying out the test, including the costs for any material verification of the primary materials; these are included in the contract price. We bear the costs of our personnel for participating in such tests. However, if the test is repeated or extended as a result of defects, the Supplier must also bear the costs of our personnel for participating in these repeated or extended tests.

(3) The Supplier shall ensure the technical correctness and completeness of any documents and calculations to be prepared by the Supplier. Unless otherwise agreed in individual cases, these documents and calculations must be prepared in German.

(4) The Supplier shall immediately inform us on concerns regarding the intended design.

(5) The Supplier shall be solely responsible for compliance with accident prevention regulations. Supplies and services must comply with environmental protection regulations, in particular the regulation on hazardous substances. Written disposal notices, etc., must be provided, if environmental protection regulations require specific disposal.

(6) The Supplier shall ensure that all substances used which fall under the EU chemicals regulation REACH are registered or approved in accordance with this regulation and taking into account the contractual use of the substances by us. This also applies to Suppliers outside the EU. At our request, the Supplier shall provide suitable evidence of the fulfilment of this obligation.

(7) The Supplier shall ensure that batches may be traced by an identification and filing system in the Supplier's procurement/production/supply chain.

(8) The Supplier shall inform us in due time in writing in advance if the Supplier deviates from the Supplier's previous production process.

(9) The Supplier may only use third parties, such as subcontractors, to fulfil its obligations with our prior written consent, which we can only refuse if there is an important reason. The third parties must be competent, efficient and reliable and, in particular, meet their legal obligations to pay taxes and social

security contributions. We are entitled at any time to request appropriate evidence of this.

(10) We are entitled, after notification in good time, to check the execution of the supplies and services at the Supplier's factory; this does not constitute acceptance and the Supplier's obligation to fulfil the contract remains unaffected.

(11) The Supplier must hand over to us in good time, at the latest with the delivery, the documents that are required by us for the use, installation, assembly, processing, storage, operation, maintenance, inspection, servicing and repair of the goods. The cost of these documents is included in the contract price.

§ 6 Goods Receipt Inspection

(1) Goods are accepted with reservation of an inspection for defects, in particular for correctness and completeness in so far and as soon as this is feasible in the ordinary course of business.

(2) With regard to the statutory commercial obligation to inspect and give notice of defects pursuant to Sections 377 and 381 of the German Commercial Code (HGB), insofar as this obligation applies, the following shall apply: Our obligation to inspect is limited to defects that are obvious and clearly identifiable during the goods receipt inspection, which involves the goods being assessed from the outside, against the delivery documents enclosed and using a spot-check procedure. The obligation to inspect and give notice of defects is excluded if acceptance is to take place.

(3) In the case of weight deviations, the weight determined by us upon notice of receipt shall be valid, unless the Supplier can provide evidence that the weight calculated by the Supplier had been established correctly in accordance with a generally recognised method. This shall be applicable for quantity deviations *mutatis mutandis*.

§ 7 Warranty Claims

(1) We have an unrestricted right to statutory claims for defects. Within the scope of Section 439 of the German Civil Code (BGB), we shall be entitled in all cases to request the remedy of defects or the delivery of new items in our sole discretion. We shall explicitly reserve the right to claim damages, in particular damages instead of performance. Should the Supplier allow any deadline set for supplementary performance to expire unsuccessfully, we shall also be entitled to effect supplementary performance on our own or by third parties.

(2) Our legal rights of recourse pursuant to Section 445 (a) ff of the German Civil Code (BGB) remain unaffected by this and we are entitled to them without restriction. Before we fulfil a claim for defects from our customer, we can - without being obliged to do so - request the Supplier to make a statement on this. If we do not receive this statement within a period of two weeks or only receive it insufficiently, the fulfilment of the claim for defects we have chosen against our customer is deemed to be owed to them, unless the Supplier proves the opposite. We are also entitled to rights of recourse in accordance with Section 445 (a) ff of the German Civil Code (BGB) if the goods were further processed by us or our customer or another customer in the supply chain, e.g. installed in another product, before being sold to a consumer.

(3) The Supplier shall bear the costs for the inspection and supplementary performance, including any transport, travel, labour and material costs as well as installation and removal costs, even if our notice of defects was unfounded; any relevant statutory claims for damages by the Supplier remain unaffected, whereby we are only liable in the event of our gross negligence or intent.

(4) Insofar as the delivery or service is to be accepted contractually or by law, we can, in the case of a defect in the goods or services already provided, also demand the rectification of the defect prior to acceptance and, after the unsuccessful expiry of a reasonable period set by us for supplementary

performance, rectify the defect ourselves or through third parties and demand reimbursement of the necessary expenses from the Supplier, unless the Supplier refuses to rectify the defect for a legitimate reason.

(5) Should the Supplier not commence supplementary performance immediately upon our request to do so, we shall be entitled to effect supplementary performance on our own or by third parties at the Supplier's expense in urgent cases, in particular for preventing imminent risks or serious damage.

(6) The warranty shall also fully cover the components provided by the Supplier's subcontractors. Any acceptance of, consent to or approval of drawings, calculations, other documents, submitted prototypes or samples shall not constitute a waiver of warranty claims.

(7) The limitation period for claims for defects is 36 months, unless a longer period has been agreed in individual cases or unless the law provides for a longer period that otherwise applies. The same applies to the statute of limitations for recourse claims pursuant to Section 445 (b) of the German Civil Code (BGB). Unless otherwise agreed, the limitation period for claims for defects begins with acceptance, if acceptance is to be carried out; otherwise the start is based on the statutory provisions. If it has been agreed that acceptance will take place in several stages (pre-acceptance and final acceptance), the limitation period for claims for defects shall begin with the final acceptance in the cases (i) of Section 634 (a) Paragraph 1 (1) or (2) of the German Civil Code (BGB), or (ii) if it is agreed that acceptance is decisive for the beginning of the limitation period for claims for defects. Contractual claims that do not relate to defects, as well as non-contractual claims due to material defects and defects of title, expire within the statutory limitation period.

(8) The receipt of our written notice of defects by the Supplier suspends the limitation period of claims for defects until the Supplier rejects our claims or declares the defect(s) remedied or otherwise refuses the continuation of negotiations relating to our claims. In cases of replacement and defect remedy, the limitation period of claims for defects for replaced and/or reworked parts shall recommence, unless we had to assume due to the Supplier's behaviour that the Supplier did not feel obliged to act but only replaced or remedied defective parts as a gesture of goodwill or for other, similar reasons.

§ 8 Liability, Product Liability and Insurance Cover

(1) The Supplier's liability shall be unlimited. The Supplier shall be liable for any kind of damage.

(2) If claims are made against us by a third party due to a breach of contract and/or the law for which the Supplier is responsible, the Supplier must indemnify us from this.

(3) The Supplier shall be responsible for all claims asserted by third parties due to personal injury or damage to property resulting from a defective product delivered by the Supplier, and shall be obliged to indemnify us against any resulting liability. Should we be obliged to initiate a callback from third parties due to a defect in a product delivered by the Supplier, the Supplier shall bear any cost related to the callback. Any other statutory liability on the part of the Supplier shall remain unaffected.

(4) Unless otherwise agreed in individual cases, the Supplier shall be obliged to take out and maintain a business and product liability insurance with a minimum cover of 5,000,000.- EUR per case of damage, maximum 2-fold for all damage within an insurance year for damage to property and personal injury including resulting financial losses, and 500,000.- EUR per case of damage, maximum 2-fold for all damage within an insurance year for pure financial losses. The Supplier shall submit to us a copy of the insurance policy upon request at any time.

(5) If the Supplier provides assembly services and nothing else has been agreed, he must maintain

assembly insurance with coverage of 110% of the net order value in addition to the aforementioned business and product liability insurance. The Supplier shall submit to us a copy of the assembly insurance upon request at any time.

§ 9 Third-party Property Rights

(1) The Supplier shall ensure that no patent or other third-party property rights are violated by the Supplier's supplies and services or their utilisation and use, neither locally nor abroad. To the extent any supplies or services provided by the Supplier violate third-party property rights, the Supplier shall indemnify us against all claims by the right holder(s) and is obliged to reimburse us for all necessary expenses in connection with this claim. The indemnification claim shall be void if the Supplier proves that the Supplier is neither responsible for the infringement nor could he have been aware of the infringement at the time of delivery or performance when exercising commercial diligence.

(2) Our further statutory claims due to defects in title in the supplies or services shall remain unaffected.

(3) Should the utilisation or use by us of any supplies or services provided by the Supplier be impaired due to existing third-party property rights, the Supplier shall either obtain the relevant approval at the Supplier's own expense or modify or replace the affected parts of the supplies or services in a manner so that their utilisation and use will no longer be impaired by third-party property rights and they nevertheless correspond to the contractual agreements.

(4) Claims due to defects in title expire at the earliest five years after delivery or, if acceptance is to be carried out, upon acceptance.

§ 10 Protection of Ownership, Granting of Rights of Use

(1) We shall retain the title or copyright to any purchase orders, contracts, as well as drawings, figures, computations, specifications and other documents submitted by us and/or provided to the Supplier. The Supplier shall not make them available to third parties nor use or reproduce them or have them used or reproduced by third parties without our explicit written consent. The Supplier shall completely return the said documents to us upon request, if they are no longer needed in the ordinary course of the Supplier's business, or if negotiations do not result in the conclusion of a contract. Copies made by the Supplier shall be destroyed in this case, with the exception of retention under any legal retention requirements, as well as the storage of data for backup purposes in the course of customary data backup.

(2) Tools, devices and models provided by us to the Supplier or manufactured by the Supplier and invoiced to us separately for contractual purposes, shall remain and/or become our property. They shall be identified as our property by the Supplier, stored carefully, protected to a reasonable extent against damage of all kinds and only be used for the purposes of the contract. The cost of maintenance and repair shall be shared by the contractual parties in equal parts, unless otherwise agreed upon. However, to the extent such costs are attributable to deficiencies in the objects manufactured by the Supplier, or to improper use by the Supplier, the Supplier's employees or agents, they shall be borne solely by the Supplier. The Supplier shall immediately inform us of any damage to these objects that is not minor. The Supplier shall be obliged to hand them over to us in a proper condition upon request, if they are no longer required by the Supplier for complying with the contracts concluded with us.

(3) The Supplier is obliged to transfer ownership of the goods to us unconditionally and independently of payment. Expanded or extended reservations of ownership are also not permitted.

(4) The Supplier grants us the non-exclusive right of use, unlimited in terms of content, space and time, for the entire scope of the Supplier's supplies and services. In particular, the right of use also includes our authority to change, reproduce, use, recover and destroy these in whole or in part without the involvement of the Supplier. We are entitled to transfer the aforementioned rights to third parties and to grant third parties rights of use. The remuneration for all aforementioned rights of use and other rights is already settled with the agreed remuneration. These regulations also apply in the event of termination of the contract.

§ 11 Spare Parts and Provision of Documents

(1) The Supplier shall be obliged to provide spare parts for goods supplied to us for a minimum period of 10 years from the time of delivery or, if acceptance is carried out, from the time of acceptance.

(2) Should the Supplier intend to suspend the production of spare parts for goods supplied to us, the Supplier shall notify us of this immediately upon the decision. Subject to para. (1), the decision must be made not later than 6 months before production is suspended.

(3) Subject to deviating, overriding legal obligations, the Supplier is obliged to keep the documents and transmitted data created for us within the framework of fulfilment of the contract for at least four years after expiry of the limitation period for claims for defects and, at our written request, to send us copies of this information against reimbursement of the personnel and material costs for making the copies.

§ 12 Secrecy

(1) The Supplier shall be obliged to treat the terms of the purchase order(s) as well as any information and documents ("Confidential Information") provided to the Supplier in connection with the purchase order(s) confidentially for a period of 5 years after expiry of the limitation period for claims for defects in accordance with Section 7 Para. (7) and not to pass this information on to third parties in whole or in part and only to use such information for processing the order. The confidentiality obligation for business secrets according to the law on the protection of trade secrets (GeschGehG) remains unaffected.

(2) Paragraph 1 does not apply to Confidential Information that was demonstrably already known to the Supplier prior to the notification, was known to the public before the notification or was generally accessible, became known to the public or became generally accessible after the notification without involvement or fault on the part of the Supplier, which have been disclosed or made accessible to the Supplier by an authorised third party without imposition of a confidentiality obligation, or which the Supplier has developed on its own initiative independently of the knowledge of the Confidential Information.

(3) The Supplier may disclose Confidential Information if the Supplier is obliged to do so by an official or judicial order or mandatory legal regulations, provided that the Supplier informs us immediately in writing, to the extent permitted by law, in order to exercise our rights and that the Supplier takes reasonable steps to ensure that the Confidential Information is treated confidentially. Confidential Information disclosed in this way must be marked as "confidential".

(4) Confidential Information may only be made accessible by the Supplier to those employees and any subcontractors and subsuppliers who need this Confidential Information to fulfil the order and who are subject to a non-disclosure obligation in accordance with this Section 12. The Supplier is responsible for compliance with the confidentiality obligation by its employees, subcontractors and subsuppliers.

(5) At our request, once inquiries have been dealt with or orders have been processed, the Supplier shall immediately return to us or destroy (electronically

stored Confidential Information must be deleted) the Confidential Information and documents made available to him for the order, in each case with a declaration of completeness.

(6) The Supplier must not refer to our business relationship in any advertising material, brochures, etc. or for other advertising purposes, and not exhibit any supplies or services provided to us without our prior written approval.

§ 13 Offsetting and Assignment, Transfer of Contract, Change of Company Name

(1) We shall be entitled to assign all claims arising from the contract, even without the Supplier's approval. The Supplier must not assign any claims from the contractual relationship in whole or in part to third parties without our explicit written approval. Section 354 (a) of the German Commercial Code (HGB) shall remain unaffected.

(2) We are entitled to the statutory rights of offsetting and retention as well as the claim of non-fulfilment of the contract to the extent permitted by law. Any right to offsetting and/or retention of the Supplier is excluded, unless the Supplier's counter-claim is undisputed or has been legally established or results from the same contractual relationship.

(3) The Supplier must inform us immediately in writing of any legal transfer of contract of the Supplier or any change in the Supplier's company name.

§ 14 Compliance with Laws, Regulations on the Minimum Wage and Posted Workers Acts, Code of Conduct, Data Protection and Supplier Measures to Assure Quality

(1) The Supplier is obliged to comply with the relevant statutory provisions in connection with the contractual relationship. This applies in particular to anti-corruption and money laundering laws as well as antitrust, labour and environmental protection regulations.

(2) The Supplier shall ensure that the goods to be delivered by him meet all relevant requirements for placing goods on the market in the European Union and the European Economic Area. At our request, he must provide us with proof of conformity by submitting the relevant documents.

(3) The Supplier shall make reasonable efforts to ensure compliance by its sub-suppliers with the obligations contained in this Section 14 that apply to the Supplier.

(4) In particular, the Supplier shall comply with the applicable provisions of the Minimum Wage Act. If the Supplier uses subcontractors and/or employee agencies to fulfil its obligations, it must take all possible measures to ensure that these also comply with the applicable provisions of the Minimum Wage Act. Any requirements for obtaining our approval for the use of subcontractors/employee agencies remain unaffected. If claims are made against us by third parties due to a violation of the Minimum Wage Act by the Supplier or by the subcontractors and/or employee agencies used by the Supplier, the Supplier shall indemnify us from this. The obligation to indemnify applies both to civil liability and to fines that are imposed on us due to violations by the Supplier or subcontractors or employee agencies used by the Supplier, provided that the asserted claims and demands are based on an alleged violation of the obligations of the Supplier, the subcontractor or employee agency from the Minimum Wage Act. The obligation to indemnify expressly also applies to claims from social security institutions and tax authorities. If the Supplier culpably violates these obligations, we are entitled to extraordinary termination of the contract.

(5) Paragraph 4 applies accordingly to compliance with and violations of the Posted Workers Act, other contractual, statutory, official and/or trade association obligations towards the personnel used by the Supplier, its subcontractors or employee agencies to

fulfil the contract.

(6) The Supplier undertakes to comply with the Griesemann Group's code of conduct, which can be found at <https://griesemann.com/wp-content/uploads/2022/06/220427-Unser-Miteinander-Code-of-Conduct-Griesemann-Gruppe-english.pdf>, to implement it accordingly and to comply with the ten principles of the United Nations Global Compact. Details of the ten principles of the United Nations Global Compact can be accessed at <https://www.globalcompact.de/en/about-us/united-nations-global-compact>. They include, in particular, the protection of international human rights, the right to freedom of association and collective bargaining, the abolition of forced and child labour, the elimination of discrimination in respect of employment and occupation, taking responsibility for protecting the environment and preventing corruption, extortion and bribery. The Supplier consents to us using appropriate measures in order to verify compliance with these principles. This includes in particular that the Supplier shall send us a signed self-assessment at our request or that we or a third party commissioned by us can carry out an audit on site at the Supplier after a corresponding announcement during normal business hours, whereby documents and information containing business secrets of the Supplier or third parties do not have to be disclosed.

(7) The Supplier shall inform its sub-suppliers and subcontractors about the contents of paragraph 6, make every effort to oblige them accordingly, and regularly check compliance with these obligations.

(8) If a violation of the provisions of paragraph 6 and/or 7 is determined, we can set the Supplier a reasonable period of grace to bring its conduct into line with these regulations. If such a violation was culpable and makes it unreasonable for us to continue the contract until its ordinary termination, we can terminate the contract extraordinarily after the set deadline has expired without result, provided that this was intimated by us when setting the period of grace. The right to extraordinary termination without setting a period of grace in accordance with Section 314, Para. 2, Sentence 3 of the German Civil Code (BGB) remains unaffected, as does the right to compensation. We can only terminate within a reasonable period of notice after we have become aware of the reason for termination.

(9) The Supplier guarantees that he will comply with all relevant data protection laws in his areas of responsibility. Furthermore, in accordance with Section 53 of the German Data Protection Act (BDSG), he will ensure that the employees working for him are committed in writing to data secrecy and are instructed accordingly. We guarantee the same.

(10) On our part, we fulfil our data protection information obligations through the provision of our privacy policy. This can be called up at <https://griesemann.com/en/privacy-policy/>. It can also be requested as a digital document or in paper form by e-mail, telephone or post using the contact details given in the imprint: <https://griesemann.com/en/imprint/>

(11) If the contractual services of the Supplier require access to the personal data of our customers, suppliers and/or other contractual partners, the Supplier shall complete a separate written agreement with us concerning order data processing.

(12) The Supplier shall provide the contractual services in Germany or from the service locations agreed with us. The use of subcontractors from countries outside the European Economic Area (EEA) requires our prior consent, which must be given at least in text form. In the event of a transfer of personal data by way of subcontracting in countries outside the European Union (EU) or the European Economic Area (EEA), the Supplier shall observe the legal requirements for cross-border transfers, in particular pursuant to Art. 44 - 49 GDPR and ensure an appropriate level of protection for the protection of

personal data.

(13) To ensure the consistent quality of the supplies and services, the Supplier is obliged to introduce an appropriate quality management system at least at the level of EN ISO 9000 ff., if not already introduced, and to maintain it at least until the expiry of the limitation period for claims for defects. The Supplier consents to us using appropriate measures in order to verify compliance with this obligation. This includes in particular that the Supplier shall send us the relevant documents at our request or that we or a third party commissioned by us can carry out an audit on site at the Supplier after a corresponding announcement during normal business hours, whereby documents and information containing business secrets of the Supplier or third parties do not have to be disclosed.

§ 15 Place of Performance, Place of Jurisdiction, Applicable Law

(1) The place of performance is the place of supply and/or service according to Section 3 Para. 2, for payments it is our registered place of business.

(2) If the Supplier is a merchant within the meaning of the German Commercial Code (HGB), a legal entity of public law, or a special fund under public law, or if the Supplier does not have any general place of jurisdiction in the country where we have our registered place of business, the place of jurisdiction for all potential disputes resulting from the business relationship between us and the Supplier shall be our registered place of business; we shall, however, be entitled to seek legal protection from any other court that is competent pursuant to the legislation of the country where we have our registered place of business, or the legislation of the country where the Supplier has his registered place of business. As regards claims against us, however, our registered place of business shall be the exclusive place of jurisdiction. Mandatory statutory provisions on exclusive places of jurisdiction shall not be affected by this regulation.

(3) The relations between us and the Supplier shall exclusively be governed by the laws of the country where we have our registered place of business, with exclusion of the relevant conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not be applicable.

(4) If the contract or these GTCP contain any loopholes, the legally valid regulations that the contractual parties would have agreed in accordance with the economic objectives of the contract and the purpose of these GTCP if they had known of the loopholes shall apply.

(5) Should any provision(s) of the contract or these GTCP be or become invalid in whole or in part, or contain an impermissible deadline, this shall not affect the validity of the remaining provisions. Unless the invalidity results from an infringement of Sections 305 et seq. German Civil Code (BGB) (Organisation of Contractual Obligations by General Terms and Conditions), the entirely or partially invalid provision shall be replaced by a provision which would have been agreed upon by the contracting parties in accordance with the economic objectives of the contract and the purpose of these GTCP if they had been aware of the invalidity. In the case of impermissible deadlines, the statutory requirements shall apply.

§ 16 Special Regulations for the Provision of Services/Works Services by the Supplier

The regulations in this Section 16 shall apply if the Supplier has to provide services and/or works services in accordance with the contract, even if it is a contract for labour and materials.

(1) The Supplier is not commissioned to provide employees. He ensures that the personnel deployed to fulfil the contract are not integrated into our company organisation, even if services are to be performed in our company. We have no employer's

right to issue instructions to the personnel. The Supplier must inform us immediately in writing if there are any indications of 'false' self-employment on the part of the Supplier or personnel leasing.

(2) If the contract is a service contract and no fixed term has been agreed, ordinary termination is possible in accordance with Section 621 of the German Civil Code (BGB). Section 626 of the German Civil Code (BGB) applies to extraordinary termination. If it is a works contract, ordinary termination is possible in accordance with Section 648 of the German Civil Code (BGB) and extraordinary termination in accordance with Section 648 (a) of the German Civil Code (BGB). The termination of a service contract can also be limited to individual partial services, insofar as this is reasonable for the other contracting party.

(3) An important reason for extraordinary termination of the contract by us is in particular if the Supplier ceases payments, if insolvency proceedings (Sections 14 and 15 of the German Insolvency Act (InsO)) are applied for by the Supplier or permissibly by us or another creditor, or if comparable legal proceedings are applied for, such proceedings being initiated or their initiation being rejected for lack of assets.

(4) If the contract is a contract for labour and materials or a works contract, even if this is not a construction contract within the meaning of Section 650 (a) of the German Civil Code (BGB), Sections 650 (b) – 650 (d) of the German Civil Code (BGB) shall apply. Two weeks apply instead of the thirty-day period in Section 650 (b) Para. 2 Sentence 1 of the German Civil Code (BGB).

(5) Work results

(a) If the subject of the contract is to provide the solution to a problem, such as a contract for development, engineering, research or similar, the Supplier is obliged to inform us of all results ("Work Results") that he achieves within the framework of this contract and to transfer the exclusive right of use, which is unlimited in terms of content, space and time, transferable and sublicensable and which is already compensated by the remuneration for the service. This right shall now already be transferred by the Supplier conditionally to the creation of the Work Result and is now already assumed by us. Insofar as these Work Results are protected by the Supplier's copyrights, the Supplier hereby grants us the exclusive, irrevocable, transferable right, which is unlimited in terms of content, space and time and is already compensated for by the remuneration for the service, to use these Work Results as desired in all types of use as well as to duplicate, modify and edit them. The Supplier shall make all Work Results available to us without any copyright notices. For any types of use not covered by this granting of rights, the Supplier grants us an option to acquire these rights on reasonable terms and ensures that the option can be exercised. The conditions for exercising the option are to be determined by us at our reasonable discretion (Section 315 Para. 3 of the German Civil Code (BGB)) and, in case of dispute, to be reviewed by the responsible court. If the Work Results constitute an invention, the Supplier must inform us of this immediately in writing and offer us to acquire the invention free of charge and to submit and accept all necessary declarations so that we can obtain a property right for it; the transfer is settled with the remuneration for the service and the supplier remains responsible for the remuneration of its employees for the invention. If we reject an application for property rights, the Supplier is entitled to apply for property rights himself; in this case, however, the Supplier now already grants us a non-exclusive, transferable and sublicensable right of use, unlimited in terms of content, space and time and which is already compensated for by the payment for the service, to the property right. Before the Supplier relinquishes this property right, he must offer us free-of-charge acquisition of the right.

(b) The Supplier receives a simple, non-transferable and non-sublicensable right to use the Work Results for research and development purposes, subject to payment, whereby he is not entitled to exploit the Work Results. Before the Supplier exercises the right of use, the parties must agree on and conclude an agreement on use and remuneration.

(c) The Supplier undertakes to have valid and sufficient agreements in place with its employees, subcontractors or other vicarious agents and/or to take all necessary measures prior to their engagement so that they recognise our rights under sub-paragraph (a) and we can comply with sub-paragraph (b).

(6) Occupational safety

(a) When providing the services, the Supplier shall ensure compliance with the statutory and trade association regulations with regard to occupational safety.

(b) If services are performed on our premises or on those of third parties, e.g. our customers, regulations that go beyond this may apply. The Supplier must request these from us on its own initiative. The Supplier has to familiarise himself with these regulations in advance and to take them into account and comply with them in all services. The Supplier is fully responsible for the personnel he employs, the operating/work equipment and the work processes chosen.

(c) The Supplier shall provide us with evidence of currently valid and recognised certification of its occupational health and safety management system without being requested to do so. If he is unable to provide this evidence, he must inform us of this immediately; in this case, we are entitled to carry out an appropriate audit for certification (e.g. using check list 010 from the regulations of the safety certificate contractors) at the Supplier's expense.