General Terms and Conditions of Purchase
of EBE Elektro-Bau-Elemente GmbH

(Revised: April 2023)

1. GENERAL PROVISIONS

1.1. These General Terms and Conditions of Purchase ("**GTCP**") will apply to all contracts ("**Contracts**") of EBE Elektro-Bau-Elemente GmbH ("**we**" or "**us**") with companies within the meaning of section 14 German Civil Code (*BGB*) ("**Supplier**"), in particular regarding the delivery or manufacture of goods or other items ("**Goods**") or the provision of work and services, including, but not limited to, contract manufacturing services ("**Services**").

1.2. Our GTCP apply exclusively. Any terms and conditions of delivery or other terms and conditions used by the Supplier are hereby expressly ruled out by us; they will not even be regarded as being part of the Contract if we take receipt of Goods or Services despite being aware of opposing terms and conditions of supply or other terms and conditions of the Supplier.

1.3. Departures from and additions to these GTCP will only be valid with our express written confirmation and only apply to the individual Contract for which they were agreed.

1.4. The GTCP will also apply, in the version which is valid at the time of our order, as a framework agreement (section 305 (3) German Civil Code (*BGB*)) to later Contracts within the meaning of section 1.1 with the Supplier without it being necessary for us to refer to them again.

2. ORDER, CONCLUSION OF CONTRACTS AND CONTRACTUAL AMENDMENTS

2.1. In general, offers from the Supplier will be free of charge and non-binding for us.

2.2. Unless stipulated otherwise in the offer, we may accept the offer within fourteen (14) calendar days by placing an order.

2.3. Only our orders in text form (e.g. letter, fax, email), orders confirmed by us in text form and our delivery call-offs are binding.

2.4. If a Contract is only concluded by means of an order confirmation from the Supplier, the Supplier may only accept our orders within the commitment period stated therein. If the order does not stipulate a commitment period, the Supplier may only accept the order within five (5) calendar days from the order date specified in the order by way of confirmation in text form (e.g. letter, fax, email). Delivery call-offs by us will become binding at the latest if the Supplier does not object to them in text form within five (5) calendar days of receipt. The date on which we receive the respective declaration will be decisive for determining whether the order has been confirmed in due time.

2.5. All order confirmations, delivery notes and invoices must include at least the order number, the order date, the item description, the delivery quantity, the price and delivery date, the delivery address and all the information which is legally required.

2.6. The Supplier will check our orders and any related documents, requests and requirements which we have made or imposed on its own responsibility, and notify us of any inaccuracies, lack of clarity, incompleteness, contradictions or departures from latest state-of-the-art technology and any other concerns it may have without undue delay.

2.7. Within the limits of what is reasonable for the Supplier, we can request changes to the Goods, the Service or the other contractual conditions (e.g. delivery or performance date) also after the Contract has been concluded.

2.8. The Supplier is only permitted to change the Goods or Service ordered, the agreed manufacturing process or the agreed manufacturing location with our prior written consent.

2.9. The Supplier is not authorised to have the Goods it has been contracted to manufacture or the Service it owes manufactured or performed by third parties (e.g., sub-contractors) without our prior written consent.

3. PRICES AND TERMS OF PAYMENT

3.1. The price stated in the order or in the delivery call-off is the fixed price and is binding. Prices are DDP (Incoterms 2020) with the place of destination stated in the order or the delivery call-off, including packaging and exclusive of any statutory VAT, unless otherwise agreed.

3.2. Unless we have agreed otherwise with the Supplier, the price must be paid

3.2.1. within fourteen (14) calendar days from delivery of the Goods and receipt by us of the proper invoices less a 3 % discount, or

3.2.2. within thirty (30) calendar days from delivery of the Goods and receipt by us of the proper invoices in full.

3.3. Paying the price will not be deemed to constitute a waiver of a notification of defects or of claims for defects in respect of the Goods or Services invoiced.

3.4. Interest after the due date in accordance with section 353 German Commercial Code (*HGB*) is excluded.

4 TERMS OF DELIVERY, DELIVERY AND PERFORMANCE DATES AND DELAY IN DELIVERY

4.1 Unless we have agreed otherwise with the Supplier, DDP (Incoterms 2020), with the place of destination specified in the order or the delivery call-off, will apply to all deliveries. If the order or the delivery call-off does not expressly specify such a place of destination, our usual delivery address will be regarded as the place of destination and the place of performance for the delivery obligation as well as the place of acceptance of the performance.

4.2 The agreed delivery and performance dates are binding. Receipt of the Goods at the place of destination or the timeliness of the contractual performance are decisive for determining whether the delivery and performance dates or the delivery and performance deadlines have been complied with.

4.3 The Supplier has a duty to notify us without undue delay in writing if circumstances occur or become apparent to it which mean that the agreed delivery or performance dates or delivery and performance deadlines cannot be complied with. Such notification does not release the Supplier from its obligation to provide delivery or performance on time.

4.4 Part-deliveries or part-performance by the Supplier are excluded as a matter of principle unless we have expressly consented in writing to such.

4.5 If the Supplier is in default of delivery or performance, we will be entitled to claim a contractual penalty of 0.2 % of the price (net invoice value) of the delayed delivery or performance per full working day (i.e. Monday to Friday with the exception of public holidays at our registered office), but not more than 5 % of the price (net invoice value) of the delayed delivery or performance. The reservation of the contractual penalty may be asserted by us until the final payment of the relevant delivery or performance. Any further-reaching rights we may have will not be affected. Our acceptance of a delayed delivery or performance does not mean a waiver of any compensation claims. The contractual penalty must be offset against any compensation claim.

4.6 The Goods delivered must be carefully packaged by the Supplier to protect them from damage. The Supplier must take back packaging materials from the place of delivery at our request and at its expense.

5 RESERVATION OF RIGHTS AND TRANSFER OF TITLE

5.1 We reserve all title, copyright and property rights regarding all documents, materials and other objects (such as our order documents, plans, drawings, illustrations, calculations, product descriptions and product specifications, manuals, samples, models and other physical and/or electronic items, documents, information and objects) which we provide to the Supplier.

5.2 The Supplier may not exploit, reproduce or alter the above-mentioned objects – either the objects themselves or their content – nor disclose them, or make them accessible to third parties, without our prior written consent. The Supplier must use them solely for the contractual purposes and must return them to us in full at our request and destroy (or erase) any (also electronic) copies, providing it no longer needs them in the proper course of business or to comply with statutory retention obligations. At our request, the Supplier must confirm or prove that the above documents, materials or objects have been returned and destroyed/erased in full and provide evidence as to which of them it claims it still needs for the aforesaid reasons.

5.3 Title in the Goods passes to us at the time of delivery, but at the latest at the time when the purchase price is paid. If, contrary to sentence 1, the Supplier reserves title to the Goods in individual cases, all forms of (i) extended reservation of title, or (ii) reservation of title extended to resale, processing, altering, combining or mixing are excluded as a matter of principle. We will in all cases have a right to use and sell the Goods in the ordinary course of business without restriction.

6 ASSISTS PROVIDED BY US

6.1 Section 5.1 will also apply, in particular with regard to our ownership position, to all objects (e.g. finished and semi-finished products, raw materials, tools, software) that we provide to the Supplier to perform a Contract existing with us or which the Supplier manufactures for this purpose on our instruction and account ("**Assists**"). Section 5.2 applies accordingly.

6.2 In the event of seizure or any other third-party measure in respect of the Assists, the Supplier will notify us in writing without undue delay so we can initiate legal proceedings pursuant to section 771 German Code of Civil Procedure (*ZPO*) and other measures to protect title in the Assists. The Supplier will support us in safeguarding and enforcing our title rights. Where the third party is not able to reimburse us for costs incurred in or out of court in legal action pursuant to section 771 German Code of Civil Procedure (*ZPO*), the Supplier is liable for our loss.

6.3 The Supplier will store the Assists on our behalf free of charge. It must mark them as our property, handle them with care and insure them at its own cost against fire and water damage, theft and other loss or damage at their new replacement value. If maintenance, servicing, inspection or similar work is required on the Assists provided during the storage period (this does not include the replacement of, or subsequent improvement to, defective Assists provided by us), the Supplier must carry this work out, or have it carried out, in good time and in a professional manner, unless otherwise agreed in the individual case. We will together with the Supplier each bear half of the costs pursuant to sentences 2 and 3, unless otherwise agreed in the individual case. Costs resulting from improper handling by the Supplier, its governing bodies, employees or vicarious agents will be borne solely by the Supplier.

6.4 The Supplier will inform us without undue delay if Assists are lost or damaged. It already owes repair or replacement as part of its duty of subsequent performance, not only as part of its duty to pay compensation. The Supplier is obliged to surrender any Assists to us at any time on request; there will be no rights of retention. We will bear the risk of the above request frustrating delivery periods or quantities.

6.5 If Assists are processed or altered by the Supplier (section 950 German Civil Code (*BGB*)), this will always be carried out for us as manufacturer in our name and for our account. We will directly acquire title in the newly manufactured item or – if processing or altering makes use of materials belonging to two or more owners – joint title (*Bruchteilseigentum* – fractional co-title) therein, commensurate with the ratio of the value of the Assists to the value of the other processed/altered materials at the time of processing/altering. The Supplier herewith assigns to us in advance free of charge its future title or its joint title, on the basis of the aforementioned ratio, to the new item for the event that we do not acquire title or joint title for whatever reason. We hereby accept such assignment.

6.6 If Assists are combined within the meaning of section 947 German Civil Code (*BGB*) or mixed or mingled within the meaning of section 948 German Civil Code (*BGB*) with items which do not belong to us, we will directly acquire joint title in the newly created item, commensurate with the ratio of the value of the Assists to the value of the other combined, mixed or mingled items at the time of such combining, mixing or mingling. If the Assist provided by us must be regarded as the main item, we will directly acquire sole title (section 947 (2) German Civil Code (*BGB*)). If one of the other items has to be regarded as the principal item, to the extent that the principal item belongs to the Supplier, the Supplier herewith assigns to us pro rata joint title in the complete item in the ratio stated in sentence 1 of this section 6.6. We hereby accept such assignment. The last two sentences of section 6.5 apply to the cases of this section 6.6 accordingly.

7 QUALITY ASSURANCE AND DUTY TO PROVIDE INFORMATION

7.1 The Supplier warrants that its Goods and Service comply with the contractually-agreed quality, in particular the specifications and all relevant statutory provisions. In order to ensure this, the Supplier must introduce, apply and maintain an effective quality management system that at least meets the requirements of ISO 9001. Upon our request, it must be proven that a corresponding quality assurance system exists, e.g. by presenting corresponding certificates.

7.2 The Supplier must inform us without undue delay upon becoming aware of the situation, if internal or external occurrences, investigations, findings, etc. reveal that delivered Goods or its Service deviate from the product specifications and/or show quality defects and/or could show quality defects, and/or if in any other way the legal conformity or unrestricted marketability is in doubt. In cases where there could be a risk to life, limb or health, the Supplier must inform us without undue delay, but at the latest within two (2) hours of becoming aware of the situation.

7.3 Our employees or experts appointed by us are entitled, by arrangement and within business hours, to visit the Supplier's premises and operating facilities, to inspect the quality assurance measures and to take samples from the ongoing production of the Goods or Services. The frequency and scope of these audits are at our discretion, taking into account the legitimate interests of the Supplier. Upon presentation of the authorisation that we have issued, the auditor will be granted access to all the relevant premises. The auditors are entitled to document any deviations with a photo. The photos only serve to document selected deviations. The Supplier must oblige its sub-suppliers within the meaning of sentence 2 of section 17.3 to allow us to also carry out audits at their premises in accordance with this section 7.3.

7.4 The Supplier must allow our employees or the experts instructed by us to inspect the Supplier’s reports and records as well as reports and records of investigations and operational control measures that have been carried out by third parties at any time.

7.5 Provided there is no legal disclosure duty, we will safeguard the Supplier's trade and business secrets and comply with the provisions on data protection applicable in the specific case and impose the corresponding obligations to this effect on any third parties that we instruct.

8 OUTGOING AND INCOMING GOODS INSPECTIONS

8.1 The Supplier undertakes to check that the Goods conform with the Contract, in particular that they comply with the specifications, as part of a comprehensive outgoing goods inspection and to provide us, on request, with proof that the inspection has taken place.

8.2 We are responsible for inspecting the Goods on delivery to determine whether they deviate from the Contract in terms of their identity or quantity as well as to determine whether there is any recognisable transport damage or obvious defects and to report such damage/defects to the Supplier within ten (10) calendar days from receipt of the Goods. Any hidden defects will be deemed to have been reported in a timely manner if they are reported within fourteen (14) calendar days of discovery. In view of the comprehensive outgoing goods inspection at the Supplier, we have no further inspection obligations or obligations to notify defects.

8.3 In the case of Services that are subject to acceptance, there is no obligation to carry out an incoming goods inspection.

9 WARRANTY

9.1 Our rights in the case of material defects will be determined in accordance with the statutory provisions, unless otherwise stipulated below.

9.2 The Supplier warrants that the Goods and the Service comply with the objective, subjective and assembly requirements pursuant to section 434 German Civil Code (*BGB*), in particular the contractually-agreed quality, the specifications and all statutory provisions in the country of manufacture and in the country of destination as well as the state-of-the-art technology. The Supplier further warrants that the Goods and the Service are suitable for their intended purpose and comply with the requirements customary in the industry.

9.3 The Supplier must remedy defects within a reasonable period either by way of subsequent improvement or replacement delivery, at our discretion. Place of performance for the duty to provide subsequent performance is the place where the defective Goods are located.

9.4 The Supplier must bear all costs of examining the defect and of subsequent performance, in particular, the costs of inspecting and analysing a defect, as well as the costs of labour, material, travel and transport. Furthermore, the Supplier will reimburse the expenses of removing the defective Goods and installing the subsequently-improved or new defect-free Goods delivered.

9.5 If the Supplier does not satisfy its obligation to provide subsequent performance within a reasonable period set by us, or if subsequent performance has failed, we may remedy the defect ourselves or have the defect remedied by a third party (self-help remedy). In this case, we have a right to claim from the Supplier reimbursement of the expenses necessary for this, unless the Supplier is not responsible for the breach of duty.

9.6 The limitation period for contractual claims on grounds of material defects is thirty-six (36) months from delivery of the Goods unless statute provides for a longer limitation period.

9.7 Our further-reaching rights, in particular our right to rescind the Contract, reduce the price and/or to compensation, remain unaffected.

10 INDUSTRIAL PROPERTY RIGHTS

10.1 The Supplier warrants that the use of the Goods by us or our customers for their intended purpose does not infringe any rights of third parties.

10.2 The Supplier is required to check whether its Goods or Services infringe any industrial property rights.

10.3 If claims based on an actual or alleged infringement of rights of third parties are asserted against one of the parties in connection with the Goods or Service or, on the basis of a reasonable assessment of one of the parties, such rights could be asserted, the parties will inform one another about this without undue delay.

10.4 If the Goods or the Service infringe rights of third parties and if this leads to claims by third parties against us or our customers, the Supplier must indemnify us against these claims by third parties as well as against the costs and losses incurred by us in connection with defending against these claims (including the costs of appropriate legal prosecution or defence), unless it is not responsible for the breach of duty. The Supplier's obligation to deliver Goods in conformity with the Contract and to perform the Service in conformity with the Contract remains unaffected.

10.5 If third parties assert rights which prevent us or our customers from using the Goods or the Service for their intended purpose, the Supplier will, at its own cost, and at our discretion:

10.5.1 acquire for us and our customers the right to use the Goods or Service for their intended purpose;

10.5.2 modify the Goods or the Service, without impairing the agreed properties and specifications, in such a way that no rights of third parties are infringed;

10.5.3 replace the Goods or Service with another item or another service that has the same properties and meets the agreed specifications but does not infringe any rights of third parties; or

10.5.4 take back the Goods or the Service in return for reimbursement of the price.

10.6 The limitation period for contractual claims on grounds of legal defects is thirty-six (36) months from delivery of the Goods unless statute provides for a longer limitation period.

10.7 Our further-reaching claims and rights pursuant to the statutory provisions, in particular for compensation, remain unaffected.

11 GENERAL LIABILITY

11.1 To the extent that a breach of duty by the Supplier leads to a claim against us by a third party, the Supplier will indemnify us against this claim and reimburse us for all other losses caused by the breach of duty. This does not apply to the extent that the Supplier is not responsible for the breach of duty.

11.2 If we are unable to meet a delivery or performance obligation towards a customer because the Supplier has failed to meet its delivery date or delivery deadline or its performance date or performance deadline under a Contract, the Supplier must indemnify us against any claims for compensation or contractual penalties claimed by the customer, unless the Supplier is not responsible for the failure to meet the delivery date or delivery deadline or the performance date or performance deadline.

11.3 The Supplier's liability in accordance with the statutory provisions remains unaffected.

12 PRODUCT AND MANUFACTURER'S LIABILITY, NOTICE IN THE CASE OF PRODUCT SAFETY LAW MEASURES

12.1 If the Supplier's Goods can lead to risks to life, limb or health, or other damage including pecuniary losses by third parties, we have a right to take all measures, e.g. public warnings and recall actions, that we are under an obligation to take or which are appropriate for other reasons to protect third parties from damage, at the Supplier's cost. We will inform the Supplier, if possible and reasonable, as soon as possible and give the Supplier an opportunity to comment. The Supplier will cooperate

with us on a trust basis to remedy the risks arising from its Goods as quickly and as effectively as possible.

12.2 If Supplier has reason to believe that its Goods could lead to risks to life, limb or health or other damage including pecuniary losses by third parties, the Supplier must inform us about in writing without undue delay, stating the facts.

12.3 If a claim is asserted against us by a third party as a result of product liability and/or manufacturer's liability, and this can be attributed to defective Goods of the Supplier, the Supplier must indemnify us against such claims – to the extent that the Supplier itself is liable to third parties in this respect.

12.4 If official measures are taken at or against the Supplier which affect Goods delivered to us or Goods ordered by us (in particular, measures under product safety law, such as an order for a recall or preliminary measures), or if the Supplier is considering taking such measures itself (in particular, a report to a market surveillance authority, or a recall), it must inform us in writing without undue delay in each case. The same applies if the Supplier learns of such measures at or against its suppliers/sub-suppliers which relate to components of the Goods delivered to us or Goods ordered by us. In addition, section 12.2 remains unaffected.

12.5 Our claims and rights in accordance with the statutory provisions remain unaffected.

13 INSURANCE

In order to cover the risks resulting from the performance of the Contract, the Supplier will take out business indemnity insurance, which is customary and appropriate for the industry, as well as product liability insurance, which is customary and appropriate for the industry, and which also covers cases of recall. The business indemnity insurance policy and the product liability insurance policy must each provide for an insured amount of at least EUR ten (10) million per damage event and at least EUR twenty (20) million per calendar year and must be maintained for the term of the Contract and for a period of ten (10) years after the last delivery of Goods and performance of Services on the basis of this Contract. On our request, the Supplier will regularly submit proof of these insurance policies and the insured amounts. Taking out the insurance policies does not release the Supplier from its liability to us.

14 SPECIAL PROVISIONS FOR SERVICES

14.1 To the extent that the Supplier is under an obligation in accordance with the Contract to provide Services, in particular contract manufacturing services, the provisions in this section 14 will take precedence with regard to these Services, and the other provisions of the GTCP will apply in addition.

14.2 If the Services are subject to acceptance, the Supplier will notify us in text form when the Services are completed, hand over the Services to us or make them available for acceptance and agree an acceptance date with us.

14.3 To perform the Services, the Supplier will only use employees who have the required professional qualifications at the time when the Services are performed. On request, the Supplier will provide us with proof that the employees it is using have the required professional qualifications.

14.4 The Supplier must treat our property and the property of our customers with a special degree of care and, in particular, not damage it.

14.5 The Supplier must appear at the place of performance on the agreed performance dates with a sufficient number of employees ready to provide performance and must comply with the respective valid operating regulations and our instructions and those of our customer where the Supplier is to perform the Service.

14.6 The Supplier will comply with the statutory provisions applicable at the place of performance when performing the Service. This includes, but is not limited to, provisions on accident prevention and environmental protection. The Supplier warrants that its employees used to perform the Service also comply with the statutory provisions applicable at the place of performance and will impose an obligation on them to comply with these provisions. The Supplier will carefully instruct and supervise its employees.

14.7 The payment periods pursuant to section 3.2 will commence when the Service is accepted and when we receive the proper invoice. The limitation periods pursuant to section 9.6 apply from when the Service is accepted. Acceptance by us will only take place when the Service has been performed completely free of defects.

14.8 In the event of defects in the Service provided, the Supplier will, at our discretion, remedy the defects within a reasonable period of time or provide the Service again.

14.9 If we have set a reasonable deadline for subsequent performance and the defect to the Service has still not been remedied by this deadline, we have a right to remedy the defect ourselves and to claim reimbursement of the necessary expenses, unless the Supplier has legitimately refused subsequent performance.

14.10 If we cannot be reasonably expected to accept subsequent performance by the Supplier due to special circumstances, especially on grounds of particular urgency, a risk to operational safety or impending sizeable losses, it will not be necessary to set a deadline before remedying the defect ourselves.

14.11 In addition to the provisions of these GTCP, the statutory law on contracts for work and services pursuant to sections 633 et. seq. German Civil Code (*BGB*) applies to claims for defects.

15 GERMAN MINIMUM WAGE ACT (*MiLoG*) AND GERMAN ACT ON THE POSTING OF WORKERS (*AEntG*)

15.1 To the extent that the Supplier provides Services, it must observe the German Act Regulating a General Minimum Wage (*MiLoG*) and the German Act on Mandatory Working Conditions for Workers Posted Across Borders and for Workers Regularly Employed in Germany (*AEntG*), each as amended from time to time, and, in particular, pay its employees the statutory minimum wage.

15.2 If claims are filed against us on the basis of the provisions of sections 13 German Minimum Wage Act (*MiLoG*), 14 German Act on the Posting of Workers (*AEntG*) by the Supplier's employees or a sub-contractor or a temporary work agency instructed by the Supplier, the Supplier will indemnify us against liability pursuant to sections 13 German Minimum Wage Act (*MiLoG*), 14 German Act on the Posting of Workers (*AEntG*) and reimburse us for any costs we incur as a result of such claims asserted by these employees, unless the Supplier is not responsible for these. We have a right to offset any payments which we have made pursuant to sections 13 German Minimum Wage Act (*MiLoG*), 14 German Act on the Posting of Workers (*AEntG*) against all the Supplier's claims for payment and to offset such claims against one another.

15.3 In the event that, with our prior written consent, the Supplier passes on performance of the contractual Service or parts of the contractual Service to a sub-contractor or temporary work agency, the Supplier undertakes to ensure by way of a contractual agreement that the sub-contractor or temporary work agency used complies with the contractually-agreed obligations.

15.4 The Supplier undertakes to provide, on our request, proof that it and any sub-contractor or temporary work agency instructed by it are paying the minimum wage. We have the right to inspect anonymised payroll lists of the Supplier at any time.

15.5 To secure our claims, we reserve the right to demand at any time that the Supplier provide security, for example, in the form of a bank surety.

15.6 If the Supplier or a sub-contractor or temporary work agency instructed by the Supplier does not pay its employees the minimum wage in accordance with section 1 German Minimum Wage Act (*MiLoG*) or infringes the provisions of the German Act on the Posting of Workers (*AEntG*), we will have a right to termination without notice for good cause or to rescission with respect to the Contracts with the Supplier.

16 CONFIDENTIALITY

16.1 The Supplier undertakes to treat information provided by us, including, but not limited to, all illustrations, drawings, designs, presentations, analyses, calculations, manufacturing processes, assembly procedures, marketing strategies, product compositions as well as our other know-how, which become known to it in the course of performing or executing a Contract, whether in embodied or unembodied form, and which are marked as confidential or the confidentiality of which results from the nature of the information ("**Confidential Information**") as strictly confidential and to protect it from access by and knowledge of it being gained by third parties, in particular by taking appropriate technical and organisational measures. The Supplier may only use Confidential Information for the purpose of executing a Contract and will only disclose it or make it available to employees to the extent necessary for the purpose of executing a Contract. The Supplier will also impose these obligations on these employees in accordance with section 16.

16.1.1 The confidentiality obligation exceptionally does not apply to data and information which,

16.1.2 at the time of disclosure to the Supplier, were in the public domain or entered the public domain after this time without this being the result of a breach of a confidentiality obligation,

16.1.3 at the time of disclosure to the Supplier, were already in the Supplier's lawful possession without it being under a confidentiality obligation in this regard,

16.1.4 the Supplier lawfully received from a third party without being placed under a confidentiality obligation,

16.1.5 the Supplier independently discovered without using Confidential Information, or

16.1.6 the Supplier is under an obligation to disclose on grounds of statutory or regulatory obligations, whereby the Supplier must inform us without undue delay of this obligation to disclose the Confidential Information.

The Supplier bears the burden of proof with regard to the fact that the exceptions under sections 16.1.1 to 16.1.6 are met.

16.2 The obligations under this section 16 apply to performance of the respective Contract and for a period of five (5) years thereafter.

16.3 All rights in the Confidential Information remain with us. No provision of these GTCP may be expressly or implicitly understood to mean a transfer of a right or the granting of a licence with regard to the Confidential Information.

17 COMPLIANCE

17.1 The Supplier is obliged to comply with the due diligence requirements of the German Supply Chain Due Diligence Act (*LkSG*) as amended from time to time. This also applies if the Supplier itself does not fall within the scope of the German Supply Chain Due Diligence Act (*LkSG*).

17.2 The Supplier will endeavour to comply with and apply the contents of our Code of Conduct (as amended from time to time; available at https://www.ebe.de/en/company/compliance/) to its business (analogously).

17.3 The Supplier must endeavour to ensure that its sub-suppliers also comply with and apply the content of our Code of Conduct to their business (analogously) or comply with corresponding codes of conduct. Sub-supplier with the meaning of the previous sentence means anyone whose activity is necessary for the manufacture of the Goods for us or the provision or use of the Services for or by us, irrespective of whether or not they have a contractual relationship with the Supplier.

17.4 We have a right to verify at our own expense using our own employees or third parties by means of an audit on site and/or other suitable measures once a year, and any time there is sufficient reason for us to do so, whether the Supplier is complying with our Code of Conduct. The Supplier must provide reasonable access to the relevant areas and documents. Unless otherwise agreed, the inspection may only take place during the Supplier's business hours and may not interfere with the Supplier's business operations. Sufficient reason within the meaning of the previous sentence means cases where we are required to assume that the risk situation at the Supplier has changed or increased significantly. Section 7.5 applies accordingly. The Supplier must oblige its suppliers to allow us to also carry out audits at their premises in accordance with this section 17.4.

18 FORCE MAJEURE

18.1 Force majeure, including, but not limited to, industrial action, unrest, contagious diseases, epidemics, pandemics, war, embargoes, official measures and other unforeseeable events and those which cannot be avoided with reasonable care release the parties from their performance obligations for the period of the disruption and the extent of its effects. As far as can be reasonably expected, the parties will provide the respective other party with whatever information is necessary without undue delay and adjust their contractual obligations to the changed circumstances in good faith. The existence of force majeure will be proven at the request of the other party, e.g. by submitting official letters or official certificates, which the other party expressly reserves the right to examine.

18.2 If events which release the parties from their performance obligations last for longer than four (4) weeks, or if it is clear that the events will last for longer than four (4) weeks, the respective recipient of the performance will have a right to rescind the Contract affected by the event. If the Contract includes a recurring obligation, the respective recipient of the performance will have a corresponding right to termination without notice for good cause.

19 SPECIAL RIGHT TO TERMINATION OR RESCISSION IN THE EVENT OF INTERRUPTIONS IN PAYMENT, ETC.

We will have a special right to rescind or terminate the Contract in the following cases: (a) The Supplier stops making payments to its creditors; (b) the Supplier itself applies for insolvency proceedings to be opened over its assets; (c) we file, or a third party legitimately files, such an application; (d) provisional or final insolvency proceedings are opened; or (e) such an application is refused owing to lack of assets. This is based on the fact that insolvency would lead to an unacceptable increase in risk for us due to the associated risk to performance of the Contract, including, but not limited to, the continued performance and the enforcement of our warranty claims with regard to the deliveries still to be carried out and the Services still to be provided by the Supplier.

20 PROHIBITION ON ASSIGNMENT

The Supplier is not entitled to assign its claims against us to third parties. In addition, section 354a (1) German Commercial Code (*HGB*) remains unaffected.

21 GOVERNING LAW, JURISDICTION

21.1 These GTCP and the contractual relationship between us and the Supplier are governed exclusively by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

21.2 The courts with jurisdiction for the place of our registered office will have exclusive jurisdiction for all disputes arising out of or in connection with these GTCP and the contractual relationship between us and the Supplier. However, we also have the right to file claims at the general place of jurisdiction of the Supplier.

22 SEVERABILITY CLAUSE

If one or more of the provisions of these GTCP is invalid or unenforceable, this will not affect the validity of the other provisions of these GTCP. The same applies if these GTCP do not contain a provision that is actually necessary. The parties will replace the invalid or unenforceable provision with a provision which is permitted by statute and unenforceable and which, in economic terms, most closely reflects the essence and purpose of the invalid or unenforceable provision. Should these GTCP be incomplete, the parties will enter into an agreement with the content they would have agreed on had they been aware of the lacuna at the time when they entered into these GTCP.