

## General Terms and Conditions of Purchase (GTCP) of Hellmut Springer GmbH & Co. KG

### 1. General, Scope of Application

- (1) Our contract partners shall be hereinafter referred to as "Suppliers", irrespective of how they are referred to in the individual agreements to which these GTCP apply.
- (2) Unless otherwise agreed in writing, these General Terms and Conditions of Purchase ("GTCP") – and no other general terms and conditions - apply to all our orders and contracts, including those placed in the future. They are an integral part of any and all contracts concluded by us as "Buyer", "Orderer" or "Client" or in a like function. Any deviating terms and conditions of the Supplier are hereby rejected, unless we expressly confirm these Supplier terms and conditions in a particular case and writing. Our GTCP shall also apply if we accept deliveries of goods or services (hereinafter referred to as "Subject of the Contract") or pay for them in the knowledge that the terms of the Supplier conflict with or differ from our GTCP.
- (3) Any changes to our GTCP will be communicated to the Supplier with adequate advance notice granting the Supplier the opportunity to object to any such change. In case the Supplier does not object within a reasonable period of time set by us for any such objection, then the amended GTCPs shall apply as of the expiry of the objection period. We will alert the Supplier to this mechanism in our change notice.
- (4) Should special terms and conditions be agreed for specific orders/contracts, then these GTCP shall nevertheless apply, but only to the extent that they do not conflict with the agreed specific special terms and conditions.

### 2. Scope of Provision of Goods and Services

- (1) The Supplier shall ensure that he has or acquires in time full knowledge of all significant data and circumstances for the performance of the Supplier's contractual obligations and that he is aware in time of our intended use of the Supplier's deliveries to us.
- (2) The Supplier shall ensure before providing any offer that it has exactly examined the local circumstances and is certain of the situation as a result of inspecting the documentation for the carrying out of the performance and compliance with technical and other regulations. The Supplier shall check all documents provided for matters including the local situation, correctness, feasibility as well as any performance of preliminary work by third parties. The Supplier shall notify us in writing without unreasonable delay of any concerns with details of the reasons and the Supplier shall bring about an agreement with us as to the carrying out of the work.

### 3. Offer

All offers submitted to us must comply with our requests for proposals. They shall be free of charge and without obligation on our part. Should any offers submitted differ from our requests for proposals in any way, the Supplier shall point this out to us in writing; the latter also applies if the Supplier concludes that our request for proposal is flawed, incomplete and/or unclear.

### 4. Order, Conclusion of Contract

- (1) Orders, blanket orders-/agreements and transactions release orders (together "Orders") and other conclusions of a contract as well as any changes or supplements thereto must be in textform and may also be transmitted electronically, e.g. by eMail or by telefax. Our order and its specification include all information furnished in the order itself with respect to the subject of the contract as well as the information contained in the appendices listed in the order, such as, for example, drawings, specifications, etc., and all standards, of whatever kind, which are listed with valid documents or mentioned, and the legally required documents and tests. Should the Supplier find that our order is flawed, incomplete and/or unclear, the Supplier must inform us accordingly in writing immediately after such finding.
- (2) Unless we specifically request written confirmation of one or our Orders as a condition for it becoming binding – all our orders shall be deemed accepted in their entirety by the Supplier., unless we receive written notification from the Supplier to the contrary within 5 working days after the order date. Orders for which we request written confirmation become binding if and when the order is confirmed in writing. The issue of an invoice by the Supplier to us shall be deemed to be an acceptance of our order. If the Supplier does not accept an order within 5 working days of receipt, we may revoke the Order at any time. Such a revocation is valid and timely if it was dispatched by us before we receive the order confirmation. Release orders shall be binding if the Supplier does not oppose them within 5 working days after receipt.
- (3) If the order confirmation by the Supplier deviates from the order, then such deviating order conformation constitutes a new offer by the Supplier to us and the Supplier must explicitly point out and illustrate the

respective deviations in such deviating order confirmation. In this case the contract is only concluded upon our written acceptance of the modified order confirmation. Also, the present GTCP apply to the contract established by our acceptance.

- (4) The quantities specified in blanket orders are non-binding reference figures. The total quantities can in fact deviate from these figures. We are only obligated to accept 25 % of the quantity specified in the blanket order. A specific release order, with a precise delivery date, is binding for a maximum of three months unless otherwise agreed.

#### **5. Changes to the scope of the order/contract contents**

After conclusion of the contract, but before delivery of the ordered goods and services to us, we can require modifications or corrections to the order to be made with respect to the volume of services and/or the method of execution, if such modification or correction can be provided by the Supplier without unreasonable burden or cost. If the order is for parts specially produced for us, the right to request modifications and corrections ends if the Supplier has completed manufacture of the parts. The Supplier shall implement such modifications or corrections within a reasonable period of time. Such modifications or corrections, in particular those which are requested by us on the grounds of technical progress, shall be included in the price insofar as they can be implemented without any significant expense being incurred by the Supplier. In case of significant expense and regarding the other parameters, the Parties shall agree in good faith on mutually satisfactory arrangements concerning the consequences of such modifications, in particular with regard to delivery dates, extra and reduced costs. We are entitled to unilaterally determine such consequences within our reasonable discretion if agreement regarding the matters outlined in the previous sentence cannot be reached within two weeks time. The Supplier may in such a case terminate the contract with us, if the compliance with the determinations we have made in our discretion would mean an undue burden for him, in light of the mutual interest to be taken into account on the issue.

#### **6. Transfer to Third Parties, Status of Sub-Contractors**

The Supplier may neither wholly nor partially transfers the fulfillment of contractual obligations to third parties without our prior written consent. Should consent be granted, the Supplier shall remain fully responsible for fulfilling the contract. Sub-contractors are deemed vicarious agents of the Supplier in accordance with § 278 BGB (German Civil Code) and must be identified to us on request.

#### **7. Prices**

Prices shall be fixed prices, unless otherwise agreed, and shall include everything the Supplier has to effectuate to meet its delivery and performance obligation at the agreed receiving station, including packaging and carriage. Statutory VAT is not included.

#### **8. Quality of Goods, Performance Inclusion, RoHS, REACH, Conflict Minerals**

- (1) The Supplier shall guarantee top quality in terms of materials and execution for its contractual performance according to the recognized rules of technology and compliance with our guidelines and the product specification, such as, for example: drawings, CAD data. Supplier guarantees that the delivery or performance has, when it is delivered to us, the promised attributes and the necessary quality, meets the recognized rules of technology, conforms to the applicable statutory requirements and does not contain any defects; it shall carry out a detailed functional and quality inspection prior to delivery and sufficiently document all the measures taken to meet these obligations, keep the documentation for 10 (ten) years and allow us to inspect the documentation on request at any time.
- (2) Any modifications with regard to the composition of the processed material or the structural design compared to previous deliveries or performances of the same type or any deviations from our specifications require our prior written consent. We are not obliged to examine deliveries or performances to ascertain similarity with those effected previously. On the contrary, the Supplier must take any necessary measures at its own discretion and at its own risk with respect to production, inspection and packaging to guarantee compliance with the requirements we specify at all times.
- (3) The Supplier shall give an assurance that all legal provisions with respect to quality, packaging and delivery of goods are met. It shall also give an assurance that all statutory safety and protective devices prescribed by regulatory bodies, mutual indemnity associations and the respective trade associations, all valid laws, ordinances and technical instructions, DIN regulations and VDE provisions as well as any other relevant regulations are included in the scope of delivery and performance and that the latter are complied with and

taken into consideration.

- (4) The Supplier warrants that the deliveries to be made by it comply with the Ordinance on the restriction of the use of certain hazardous substances in electrical and electronic equipment and thus conform to the thresholds existing at the time of delivery in connection with these provisions. If legally permitted products are delivered that are subject to restrictions and/or information duties relating to substances by virtue of law (e.g., REACH - Registration, Evaluation, Authorization and Restriction of Chemicals), the Supplier must declare these substances. The Supplier warrants that – to the extent applicable - the deliveries to be made by it comply with the conflict resource rules under the U.S. Dodd-Frank Act and ensure that the products delivered to us deserve the label "DRC conflict free" pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. For the purpose of evidence the Supplier has to disclose to us on request information and proof of origin relating to the products and processed materials.

#### **9. Repeat Orders, Purchase by Sample**

- (1) For repeat orders of the same goods the attributes of the last order executed for this item shall be deemed guaranteed for the new item by the Supplier, unless we receive a written notification from the Supplier to the contrary within 5 working days after the date of the order.
- (2) For purchase by sample our sample approval must be effected in writing. Silence on our part denotes refusal.

#### **10. Availability, Product Discontinuation**

- (1) To the extent that required materials, components or tools are no longer available, but an alternative technical or economical solution is possible, the Supplier shall inform us regarding the required changes and shall make a respective proposal. The modification shall be subject to Clause 5.
- (2) If the Supplier intends to discontinue the distribution of articles which we have purchased from the Supplier in the 24 preceding calendar months, then the Supplier shall notify us in writing sufficiently in advance of the end of production so that we can place an order for our remaining requirements within 12 months.

#### **11. Licenses, Permits, Rights of Third Parties**

- (1) The Supplier undertakes to obtain any required licenses or permits and any other authorization required for sale on the open market. It guarantees that the supplied items are free from rights of third parties.
- (2) The Supplier expressly warrants that all copyrightable works, ideas, inventions (whether patentable, patented or not), all know-how, all processes, compilations of information, trademarks and all other intellectual property (collectively, "Deliverables") are original to Supplier and do not incorporate any intellectual property (including copyrights, patents, trade secrets, mask works (topographies) or trademark rights) of any third party. To the extent that intellectual property rights of third parties are incorporated, the Supplier warrants that it is authorized in full to grant sublicenses regarding these intellectual property rights to us for our purposes and the purpose of the order. All Deliverables that are created especially for us in the course of carrying out any order (separately or as part of any products) and all intellectual property rights in such Deliverables are owned by us and not by the Supplier.
- (3) The Supplier shall be liable for claims arising from the infringement of industrial property rights or notifications of industrial property rights during utilisation of the supplied item or parts thereof as per the contract. The Supplier shall release us and hold us harmless from any claims arising from the use of such industrial property rights, including any court fees, lawyer's fees or expenses incurred in the course of any legal dispute.

#### **12. Documents and Secrecy**

- (1) Any business or technical information made accessible through us (including any features which can, for example, be found in items, documents or software surrendered to the Supplier or other knowledge or experience) must be kept secret with respect to third parties, unless they have been provenly made public, and may only be forwarded by the Supplier to employees whose services have to be enlisted for their use for the purpose of our delivery as a necessity and who are also obliged to maintain secrecy; they shall remain our exclusive property.
- (2) We retain title and reserve all other rights (such as copyright) to the Information. Copies may be made only with our prior written consent, with the exception of copies created in the course of Supplier's regular automated secure data back ups. Title to the copies passes to us at the time such copies are created. Supplier hereby agrees with us that the Supplier stores the copies on our behalf. The Supplier agrees to properly store at its expense all documents and other objects, including copies thereof, that were made available to Supplier, to keep them in perfect condition, to obtain insurance for them and to return them to us or destroy them, in

each case upon our request. The Supplier has no right, on whatever grounds, to retain such objects. The Supplier shall confirm the complete return or destruction of the relevant object in writing.

- (3) We reserve all rights to the information referred to above in this Sec. 12, including copyrights and the right to register industrial property rights
- (4) Products which are manufactured according to documents we have drawn up, such as specifications, drawings, building plans, models or the like, or according to our confidential data, may neither be used by the Supplier itself nor offered or supplied to third parties. The same shall apply analogously to our printing orders.
- (5) Should the Supplier employ a third party to perform its contractual duties, it must obligate such third party by contract to such secrecy.

### **13. Delivery, Delivery Period and Delivery Default**

- (1) Agreed dates and time periods are binding. Compliance with the delivery date or the delivery period shall be determined by the date on which the receiving station we specify receives the goods or services. Noticeable delivery delays must be reported to us by the Supplier immediately.
- (2) In addition to the statutory rights, we are also entitled to withdraw from the contract in whole or in part (insofar as a fixed deal has not been agreed), after the expiry of a grace period, should the delivery periods not be observed, even if the Supplier is not at fault. In the case of default for which we are not responsible, we are entitled to demand a contractual penalty from the Supplier. The latter shall amount to 0.5 % for each commenced week of delay, but in total at the most 5 % of the total gross value of the order. The Supplier is permitted to show that the delay caused either no damage or that the damage occurred is substantially less than the contractual penalty. The agreement of a contractual penalty or its enforcement shall not affect our legal claims. Any contractual penalties paid must be offset against claims for damages for late delivery. We shall also be entitled to demand the delivery of partly completed works and to complete them ourselves or have them completed by other parties should the Supplier default; these part performances shall be reimbursed according to the agreed prices for the services rendered. If part of the ordered goods is accepted, this shall not exclude the right to withdraw with respect to the residual delivery. The Supplier shall refund us the damage caused by the delivery default, including any additional costs for obtaining a replacement or additional costs for completion of a work by us or third parties.
- (3) Part deliveries and deliveries prior to agreed delivery dates are inadmissible unless we have expressly agreed to them or we can reasonably be expected to accept them. The same shall apply to deliveries which exceed or fall short of the quantities ordered.
- (4) The unconditional acceptance of the late delivery or performance shall not entail any waiver of the claims for compensation due to the late delivery or performance to which we are entitled; this shall apply up to full payment of the remuneration we owe for the delivery or performance in question.
- (5) Should the fulfillment of our contractual obligations be significantly impeded or made impossible due to force majeure or other unforeseeable, extraordinary circumstances for which we are not responsible (e.g. war, blockade, fire, strike, lockout, operational disruptions, official interventions, pandemics), we may withdraw from the contract in whole or in part or demand execution at a later date without the Supplier being entitled to assert any claims against us. If the Supplier cannot be reasonably expected to carry out the order in these cases, it may withdraw for its part.

### **14. Transfer of Shipment and Risk, Packaging, Delivery Note**

- (1) The delivery shall be effected, unless otherwise agreed, DDP INCOTERMS 2010 to the receiving station we specify in the order ("Place of Delivery"). The Supplier shall bear the property risk until we or our representatives accept the goods at the Place of Delivery. It shall also be liable for compliance with these terms of forwarding by its subcontractors or representatives.
- (2) When choosing packaging the Supplier must comply with our requests, the mode of transport and the usual commercial practices with the diligence of a prudent businessman. The Supplier shall be obliged to furnish proof that proper packaging has been used. Each package must contain a packing slip on which the order number and the delivery note number are noted.
- (3) The Supplier shall pay packaging costs and provide the packaging material free of charge. The Supplier shall guarantee to take back and recycle the transit packaging free of charge.
- (4) The Supplier shall enclose the delivery notes in duplicate with the consignment. Delivery notes must include: delivery note number, order number (if available), order date, quantity information, article description, documentary proof, delivery destination, and the delivery/creditor number we disclose, including all information relevant under customs and export control law.

- (5) Where delivery may be made exempt from VAT, the Supplier shall produce the proof required or contribute to the production of such proof.

#### **15. Export, Governmental Permits, long term Supplier declaration, Export Control**

- (1) The Supplier is obligated to indicate our order number and all information relevant under customs and export control law on all dispatch documents and delivery notes.
- (2) These and the following obligations refer to all goods delivered. Goods pursuant to these GTCP are all merchandise and products as well as software and technology (documents for the production, usage or maintenance of products or software).
- a) For shipments from preferential countries under an applicable customs rules, the Supplier must provide a proof of preferential status with each shipment. The long term Supplier declaration pursuant to EEC regulation 2015/2447 must be presented annually. We must be notified immediately if the delivered goods require an export license. Furthermore the Contractor is obliged to comply with the respective export control regulations and to inform us unrequested in written form about the export control designation of the contractual products especially according to EU-, UK and US legislation at the latest with the delivery. The Supplier is obligated in particular to inform us about any approval obligations with (re-)exports of its goods pursuant to German, European, UK and US, export and customs provisions and the export and customs provisions of the country of origin of its goods.
- b) The Supplier warrants that the shipment or provision of products, and any related technical data or information, will not violate either U.S. export laws or regulations or the import laws and regulations of other states, specifically of the European Union and its member states. The Supplier is responsible for obtaining, recording, filing and maintaining all export and import documentation including all licenses and permits, as well as for the payment of associated fees.
- c) Information pursuant to customs and export law will be provided by the Supplier free of charge.

#### **16. Invoices**

- (1) Invoices must be issued in duplicate after delivery and performance have been rendered in accordance with the terms of the contract, stating our order number and other classification attributes. The invoice must contain all legally prescribed information including sales tax identification number and the same data as the delivery note as well as contractually agreed prices and total price. If the invoice contains differing data, we shall reserve the right to make a correction or to return the invoice to the Supplier for clarification with an extension of the time allowed for payment.
- (2) We shall only recognize invoices relating to services if timesheets and bills of materials confirmed by us are attached thereto.

#### **17. Terms of Payment**

- (1) Unless otherwise agreed, all payments shall be due after receipt of a proper invoice, delivery of fully compliant goods sold to us or produced for and accepted by us, either within 30 days of the last of these events to occur with a 3% discount, within 60 days with a 2% discount or within 90 days net.
- (2) Payment shall be effected subject to inspection of the invoice and shall not constitute recognition of proper or faultless delivery/performance.
- (3) Should the contractual performance be defective, we shall be entitled to withhold payment until proper performance has been furnished on an appropriate scale irrespective of any guarantee claims.
- (4) Supplier shall only have the right to set-off against any claims of us or the right of retention, if and to the extent that Supplier's claims are undisputed or its counterclaims are finally and nonappealably determined by a competent court of law. We shall have the right to set-off against claims of Supplier any claims.

#### **18. Assignment of Claims; Retention of Title**

- (1) The Supplier is not entitled to assign its claims against us or have them collected by third parties without prior written consent from us, which may not be refused inequitably. This shall be without prejudice to § 354a HGB (German Commercial Code).
- (2) In the event the Supplier retains title to the goods delivered, such retention of title shall expire upon payment of the purchase price of such goods, at the latest, we being nevertheless entitled to resell the goods in the

ordinary course of business, assigning in advance the claim arising under such resale, even before payment of the purchase price (simple and extended retention of title). In any event, all other forms of retention of title, in particular any retention of title with wider scope, are hereby excluded

#### **19. Acceptance, Receiving Inspection**

- (1) Acceptance shall be effected subject to inspection for flawlessness, in particular for accuracy, completeness and suitability. The mere acceptance of deliveries or services do not bring about either an acceptance or a waiver of rights to which we are entitled. Receipts from our receiving department are not declarations by us concerning the final acceptance of the delivered products.
- (2) We will inspect incoming goods only with respect to externally apparent defects and externally apparent deviations in identity or volume. We will give notice of such defects without undue delay.
- (3) We are entitled to examine the subject of the contract, insofar as this is customary and adequate in the ordinary course of business. Barring extraordinary circumstances such examination shall occur within 21 days as of delivery to us. Any defects which are discovered, as well as hidden defects or defects which only come to light when processing of putting into operation the supplied item, shall be notified immediately after they have been detected. In this respect the Supplier shall relinquish the plea of delayed notification of defects. § 377 Commercial Code shall not apply.

#### **20. Acceptance of Work Performed**

- (1) Any acceptance of work shall take place after completion of such by way of our formal counter-signature on the respective record of acceptance. In relation to any performance which cannot be subsequently checked or examined the Supplier shall give us in good time written notice requiring the examination. Any fictional acceptance by way of failing to respond to a request for inspection, or by way of payment or actual use is hereby excluded.
- (2) Acceptance of any type required by the official authorities, in particular acceptance by recognized experts, shall be arranged by the Supplier at its own expense before the acceptance of the work insofar as such is not expressly excluded from the scope of performance. Any official certificates as to defect-free nature or any official approvals or acceptances shall be provided to us in good time before the acceptance of the work.

#### **21. Warranty Claims, Recourse, Reimbursement of Expenses**

- (1) If the delivered goods are defective, the legal provisions relating to material defects and deficiencies in title shall apply, unless the following conditions provide otherwise.
- (2) Generally speaking, we shall be entitled to choose the type of subsequent performance. The Supplier shall be entitled to refuse the type of subsequent performance we choose in accordance with § 439 (4) BGB (German Civil Code) or § 635 (3).
- (3) Should the Supplier fail to start remedying the defect immediately after our request to remedy the defect, we shall be entitled in urgent cases, in particular to avert acute dangers or prevent larger scale damage, to carry this out ourselves at the Supplier's expense or to have it performed by third parties.
- (4) Claims for material defects shall become timebarred after 3 years, unless the item has been used for a building according to its normal use and has caused its defectiveness. The limitation period for claims relating to material defects shall commence upon delivery of the subject of the contract or in the case of work performed for us with our acceptance of the work product (transfer of risk).
- (5) In the case of deficiencies of title the Supplier shall also release us from any existing claims of third parties. With respect to deficiencies of title a 3-year limitation period shall apply, too. This shall be without prejudice to the statutory limitation period for an in rem claim for return by third parties (§ 438 (1) No.1 BGB).
- (6) Should we incur costs, in particular transport, infrastructure, labour or material costs or costs for an incoming goods inspection on a scale that exceeds the usual requirements, due to the defective delivery of the subject of the contract or additional acceptability tests, the Supplier must bear these costs. This shall also apply if only parts of a delivery are recognized as defective.
- (7) Should we take back products we have manufactured and/or sold due to the defectiveness of the subject of the contract delivered by the Supplier or if the purchase price with respect to us has therefore been reduced or if a claim has otherwise been lodged against us, we shall reserve the right to recourse against the Supplier; the otherwise required obligation to fix a time limit shall not apply to our warranty rights.
- (8) We shall be entitled to demand from the Supplier the reimbursement of expenses which we have had to bear in relation to our customer because the latter has lodged a claim against us for the reimbursement of expenses required for the purpose of subsequent performance, in particular transport, infrastructure, labour or

material costs. The Supplier shall also refund the expenses we or our customers incur prior to or in connection with events taking place in relation to defect liability with the aim of preventing, averting or reducing damage at an early stage (e.g. recall measures).

- (9) Irrespective of the provision in Clause 21.(4), the limitation of actions shall enter into force in the cases outlined in Clause 21.(7) and 21.(8) at the earliest 2 months after the date when we have satisfied the claims directed at us by our client, but at the latest 5 years after delivery has been effected by the Supplier.
- (10) Should a defect of quality transpire within 6 months after the transfer of risk, it is presumed that the defect already existed upon the transfer of risk, unless this assumption is incompatible with the type of item or the defect.

## **22. Liability, compensation, product liability and recall**

- (1) The Supplier is liable for all damage and consequential damage we incur if its performance does not comply with the terms of the contract or if we withdraw from the contract.
- (2) The Supplier shall keep us free from and hold us harmless against claims for damages by third parties if third parties lodge a claim against us and base such claim on an action or omission by the Supplier which does not comply with the terms of the contract.
- (3) Should a claim be lodged against us based on product liability, the Supplier shall be obliged to release us from such claims where the damage has been caused by a fault in the subject of the contract delivered by the Supplier. In cases of liability contingent upon fault this shall only apply if the Supplier is responsible. If the cause of damage falls within the Supplier's sphere of responsibility, the onus of proof shall lie with the Supplier in this respect. The Supplier shall pay all costs and expenses in these cases, including the costs of any prosecution or a recall measure. Apart from that the statutory provisions shall apply.

## **23. Tools**

Notwithstanding any other agreement to the contrary, we receive full ownership or coownership of the tools to the extent we have contributed to the proven costs for tools used in the manufacture of the supplied goods. We acquire (co)ownership of the tools upon payment. The tools remain on loan with the Supplier. The Supplier needs our consent to dispose (in the legal or the factual sense of the term) of the tools, to move the location of the tools or to disable the tools permanently. The Supplier shall label the tools as our property or property held in co-ownership, as applicable. The Supplier shall bear the costs for the maintenance, repair and replacement of the tools. We shall have title in the replacement tools in the same proportion as in the original tools. In cases of co-ownership of a tool we shall have a right of first refusal with respect to the co-ownership share of the Supplier. The Supplier must use tools (co-)owned by us exclusively for the purpose of manufacturing the supplied goods. After the end of the delivery, the Supplier must, upon our request, immediately turn over the tools to us. For tools co-owned by us we must, following hand over of the tools to us, reimburse the Supplier for the then present value of the Supplier's co-ownership share. In no event shall the Supplier have a right to retain the tools. The Supplier's obligation to turn over the tools shall apply also in case of an insolvency application with respect to the Supplier and in cases of long term interruptions of the supply relationship. The Supplier shall insure the tools within the agreed upon scope or, absent such agreement, within the customary scope.

## **24. Software**

The Supplier agrees to modify/improve the software pursuant to our instructions and in exchange for an adequate reimbursement of costs for a period of 5 years from the shipment of the supplied item, unless the scope of the delivery includes standardized software. To the extent the software originates with a Supplier of the Supplier, the Supplier shall obligate such earlier Supplier accordingly.

## **25. Compliance**

- (1) The Supplier shall refrain from actions or omissions that, regardless of the form of participation, may lead to administrative fines or criminal prosecution, in particular for corruption or a violation of antitrust or competition law, by the Supplier, by employees of the Supplier or by third parties engaged by the Supplier (hereinafter referred to as "*Violation*" or "*Violations*"). The Supplier shall be obligated to take all steps necessary to avoid Violations. For this purpose, the Supplier shall be responsible for the compliance and proper performance by its employees and all third party representatives with all relevant laws.
- (2) Upon written request by us, the Supplier shall submit information about the above measures, in particular regarding the content and status of implementation.

- (3) The Supplier will inform us without undue delay of the commencement of official investigations by any authority regarding a Violation. Additionally, if there are any indications of a Violation by the Supplier, we are entitled to request written information about the Violation and all steps taken by the Supplier for rectification and future compliance.
- (4) In the event of a Violation, the Supplier shall immediately cease such actions and shall compensate us for any and all damage suffered by us due to such Violation.

#### **26. Place of Performance, Place of Jurisdiction, Applicable Law**

- (1) The place of performance for deliveries or performance is the Place of Delivery we specify. The place of performance for payments is Stuhr, Germany.
- (2) The exclusive place of jurisdiction for all disputes arising from or in connection with the business connection is Bremen, Germany. In addition we may lodge suit against the Supplier in any other venue which has legal jurisdiction over the Supplier.
- (3) The preceding para. (2) applies in particular for all cross border deliveries of good or services of work for us (Art. 23 EuGVVO or Art. 17 EuGVÜ).
- (4) German law shall apply to all legal relations between the parties with the exclusion of the conflict of laws provisions and the UN Sales Convention on Contracts for the International Sale of Goods (CISG). The customary commercial clauses must be interpreted according to the respective INCOTERMS valid at the time of the conclusion of the contract.

#### **27. Written form, salvatory clause**

- (1) Subsidiary agreements, modifications and amendments are only valid if they are agreed in writing.
- (2) Should a provision in these GTCP and the other agreements reached be or become invalid, the validity of the remaining provisions of these GTCP shall not be affected. All invalid provisions shall be deemed replaced by the respective statutory rules on the subject matter.

#### **28. Data Protection; Data Integrity (Data Security)**

- (1) The Supplier must ensure that personal data collected by the Supplier in course of the business relationship with us are handled in compliance with all applicable data security laws. The Supplier undertakes to use such personal data exclusively for the purpose and to the extent required to provide its contractual services to us, unless mandatory law requires otherwise. The Supplier shall in particular not use the personal data for its own purposes outside of contract performance hereunder or for purposes of third parties.
- (2) The Supplier guarantees that its employees shall only be given and shall only have access to the personal data on a strictly need-to-know basis and only after having been instructed as to the confidentiality provisions applying to such personal data and after having undertaken to comply with such provisions. The Supplier shall enact and uphold appropriate technical and organizational measures to ensure an appropriate data security level. The Supplier shall document his measures to ensure data security prior to commencing any work for us and shall make such documentation available to us for inspection promptly upon request.
- (3) To the extent that the Supplier should handle personal data on our behalf, such handling shall only be permitted after the Supplier has concluded a separate data handling agreement (AVV) under Art. 28 of the General Data Protection Regulation ("GDPR"). Unless the AVV provides otherwise, data may only be handled and stored within the member countries of the European Union.
- (4) Our liability vis a vis third parties and Supplier's liability vis a vis third parties is governed by Art. 82 GDPR. Internally among us and Supplier, Supplier is responsible under the statutory and contractual liability rules for all damages, costs and expenses we incur as a result of Supplier's breaches of its undertakings, covenants and obligations under the agreements concluded with us, under applicable statutory data security laws and regulations. Supplier is also responsible for all damages caused by its employees or by any other person or party which assists Supplier in providing its goods, services and work to us hereunder.

**Hellmut Springer GmbH & Co. KG**  
**January 2022**