

GENERAL TERMS AND CONDITIONS OF PURCHASE

Lingemann GmbH in business transactions with companies As of February 2026

§ 1 General scope of application; applicability of other terms and conditions

1. These General Terms and Conditions of Purchase apply to the company Lingemann GmbH ("we/us"). **Part A** applies to all purchase contracts, service contracts, contracts for work and other contracts for services that we obtain from the supplier. **Part B** applies exclusively to commissioning and installation services that the supplier provides for us in addition to the delivery of goods.

Part A

2. Our Terms and Conditions of Purchase (**EKB**) apply exclusively; we do not recognize any general terms and conditions of the supplier or contractual partner that conflict with or deviate from our Terms and Conditions of Purchase, in particular in the form of general terms and conditions of delivery and sale, unless we have expressly agreed to their validity; otherwise, they will be rejected. Our Terms and Conditions of Purchase shall also apply exclusively if we accept the delivery and/or service of the supplier without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.
3. With the first delivery or service provided by the supplier on the basis of these Terms and Conditions of Purchase, these Terms and Conditions of Purchase shall also apply to all further deliveries made by the supplier to us.
4. If framework agreements or individually negotiated agreements or contractual clauses have been concluded between us and the supplier, these shall take precedence over the GPC. Unless more specific provisions are made therein, they shall be supplemented by these GPC.
5. All agreements made between us and the supplier for the purpose of executing the contract must be set out in the contract in writing or text form. § 305b of the German Civil Code (BGB) (*priority of individual agreements*) remains unaffected for individual agreements of any form. The text form is deemed to have been complied with when transmitting by email, fax, or electronic procurement tool.
6. Our Terms and Conditions of Purchase apply *exclusively* to companies in accordance with § 14 BGB, i.e., to natural or legal persons or partnerships with legal capacity who, at the time of conclusion of the contract, are acting in the exercise of their commercial or independent professional activity.

§ 2 Transmitted data, illustrations, formulas, drawings, calculations

1. We reserve the exclusive ownership and copyright to any illustrations, formulas, manufacturing or usage instructions, drawings, calculations, and other documents and data provided by us or our vicarious agents to the supplier; they may not be made accessible to third parties by the supplier without our express consent, unless there is a legal or official obligation to disclose them. They are also to be used *exclusively* for the processing of our order or for the processing of the

contractual relationship entered into with us and, after processing of the order and in the case of continuing obligations, to be returned to us unsolicited and free of charge, including all copies, upon termination of the contractual relationship, or destroyed at our request (in the case of data, by overwriting), unless there is a legal obligation to retain them, which does not affect the supplier's obligation to maintain confidentiality. The supplier must keep them confidential from third parties, unless there is an official or legal obligation to disclose them. If these illustrations, formulas, drawings, calculations, and other documents are embodied in data, they must be completely deleted at any time at our request by overwriting them, and the supplier must confirm the deletion to us in writing or in text form without delay.

2. Products manufactured on the basis of documents and/or templates and/or data (e.g., drawings, samples, or models, and the like) or according to information marked as confidential or secret or with characteristics and/or properties of a product or its tools that are not known to the public, or according to tools reproduced by the supplier or its vicarious agents, may not be used by the supplier itself or for the benefit of third parties outside our order, nor may they be offered or delivered to third parties. The supplier shall also agree to this at the expense of its vicarious agents and in our favor as a genuine contract in favor of third parties and shall provide us with evidence of this at our first request.

§ 3 Offers from the supplier / highly personal service

1. Offers from the supplier shall be made in writing or in text form upon request from us in the format specified by us at that time in order to ensure their comparability with other offers. We will be happy to provide the supplier with the appropriate format free of charge at any time upon request, unless this is already specified in our tender documents. They shall be non-binding and free of charge for us, including in the form of cost estimates.
2. The supplier's offers must describe the delivery item/service in full and list all additional products and/or services necessary for the safe and economically efficient use of the delivery item/service or the service offered by us, and these must be fully priced in the supplier's offer.
3. However, goods or components of goods and/or services or components of services that are not listed in the supplier's offer but are essential for the safe and proper operation or corresponding use of the goods and/or services to be delivered in accordance with the agreed characteristics shall be deemed – unless otherwise agreed – to be part of the delivery and/or service item and to be owed by the supplier together with the latter.
4. The supplier must expressly indicate in writing or in text form in its offer and, in the event of new findings by the supplier after conclusion of the contract, immediately upon becoming aware of them, any risks and environmental hazards or possible infringement of the rights of third parties associated with the delivered goods or the provision of the agreed service, as well as any need for special treatment of the goods (in particular for storage or further processing).
5. Unless otherwise expressly agreed, the supplier shall owe the service as a "highly personal" service, i.e., in the case of legal entities, exclusively with its own employees.

§ 4 Declaration of acceptance, conclusion of contract, components of the contract, order processing, retention obligation

1. In order to enable us to carry out orderly contract control, only orders placed in writing and in text form bearing our sender identification are valid on our part. A signature on our part is not required.

Changes and additions to our order must be made in writing or text form. This also applies to the waiver of the written form requirement itself, whereby the priority of the individual agreement pursuant to § 305b of the German Civil Code (BGB) for individual agreements of any form remains unaffected. Our silence in response to offers, requests, or other statements by the supplier shall only be deemed consent if this has been expressly agreed. Unless expressly agreed otherwise with us, the content of the order shall be solely decisive for the order when the supplier performs the service.

2. The supplier is obliged to state our order number and/or the purchaser exactly on all shipping documents and delivery notes. For all deliveries, the delivery documents must at least show:
- Place of delivery
 - Subject of the delivery with item number
 - Delivery date
 - Quantity or weight of the delivery
 - Description of the components, number of individual parts with their exact description
 - Person accepting delivery
 - Description of the project or order description
 - Complete order number or partial delivery number with details of the call-off
 - For dangerous goods, classification according to the regulations of the dangerous goods ordinance for the respective means of transport.

If the supplier fails to do so, we shall not be responsible for any delays in processing and payment.

3. The supplier must confirm the order in writing or in text form within 5 working days (at its registered office) of receipt of the order, or within 2 working days at the supplier's registered office if the order is placed by us on the supplier's electronic ordering platform, whereby the date of receipt of the confirmation by us shall be decisive. After this period has expired, we shall be entitled to cancel our order as a legal consequence, unless otherwise agreed. Claims by the supplier based on an effective cancellation for this reason are excluded.
4. In the case of recurring orders on our part, in particular delivery calls, the supplier is obliged to confirm these to us in writing or in text form within 5 working days (at its registered office) after receipt of the order (in the case of orders placed by us on the supplier's electronic ordering platform, within 2 working days at the supplier's registered office), whereby the date of receipt of the confirmation by us shall be decisive for compliance with the deadline. After expiry of this period, we shall be entitled to cancel our order as a legal consequence, unless otherwise agreed. Claims by the supplier due to such a cancellation are excluded.
5. In ongoing business relationships between us and the supplier, our delivery calls may be adjusted with regard to the timing of our customer's delivery calls for which the supplier's delivery/service is procured, provided that this is logistically reasonable for the supplier, we inform the supplier of this immediately after becoming aware of the reason for the changes and a reasonable delivery

period remains, and we compensate the supplier for any associated economic burdens. Clause 4 applies accordingly to the supplier's right of objection.

6. Please send a single copy of the order confirmation by email to AB@lingemann.com. Please send invoices in electronic form to e-invoicing@lingemann.com.
7. The following items are integral parts of the contract, in the order listed below:
- a) The order letter from us with its attachments (e.g., service description, negotiation minutes, etc.)
 - b) These General Terms and Conditions of Purchase
 - c) The recognized rules of technology at the time of performance, the relevant regulations and rules, including DIN standards and European specifications in their currently valid version at the time of performance
 - d) The technical part of the offer with its annexes
 - e) The relevant statutory provisions.
8. Unless otherwise agreed and subject to proof to the contrary, official values or, in the absence of such values, values determined by us after receipt of the goods shall be decisive for quantities, weights, and dimensions as well as delivery quantities. For all shipments, the weights must be stated in the accompanying documents, insofar as these are customary in the trade or have been agreed with us, or the remuneration is calculated by weight.

In the case of call-off contracts or framework supply contracts, the supplier shall send us a weekly stock list for the contract products concerned.

9. If our order or the underlying documents or data contain obvious errors, mistakes, typing errors, or calculation errors that are recognized or recognizable by the supplier, we shall not be bound by them. In such cases, the supplier is obliged to inform us of the corresponding errors in writing or in text form without delay so that we are in a position to correct and renew our order. If recognizably necessary documents have not been sent with the order, this obligation shall apply accordingly.

The supplier must also inform us in writing or in text form with the order confirmation if the delivery items are dual-use goods, i.e., goods with dual purposes; items, technologies, and knowledge that are generally used for civilian purposes but can also be used for military purposes and are subject to the EU Dual-Use Regulation. If the supplier culpably fails to do so, it shall indemnify us against all third-party claims and damages as well as reasonable and customary and proven costs arising therefrom. § 254 BGB (contributory negligence) remains unaffected.

10. The supplier must provide us with all documents required for operation, maintenance, repair, etc. in a timely manner and free of charge. They are an essential part of the contractual service. They become our property upon delivery by the supplier to us. The supplier is liable for all damages incurred by us as a result of the culpable breach of this obligation. § 254 BGB (contributory negligence) remains unaffected.
11. At our request, the supplier shall grant authorities and professional associations responsible for quality and environmental management, the prevention of health hazards, or the approval of our products/machines/vehicles, production safety, and social security matters at our headquarters, at the place of delivery and/or performance and/or at the supplier's headquarters, and shall provide us with any technical,

economic, or logistical support that is reasonable for the supplier in this context, should authorities investigate the supplier for alleged legal violations due to a product or substance delivered to us by the supplier, and/or a service provided to us by the supplier, or because of alleged legal violations by such products and/or services in which the supplier has participated with a supply or subcontractor services, or has enabled production or our service through this. We likewise undertake to do the same for the supplier.

12. If the supplier only accepts our order with deviations, they must *clearly* indicate these deviations in their order confirmation. Otherwise, these deviations are legally irrelevant in any case.
13. The supplier shall also inform us in writing or in text form of any changes to the terms of the contract or order details and/or order conditions in its offer.
14. The supplier is not authorized to change the products or the processes, designs, and materials underlying the products within the scope of the orders or purchases placed by us, or to accept corresponding changes by its sub-suppliers, without first obtaining our express consent. Any new costs incurred by us as a result of changes made by the supplier (except in the case of requested changes) shall be borne by the supplier, unless otherwise expressly agreed with us.
15. Unless otherwise expressly agreed with us, the supplier is obliged, when commissioning assembly, repair or construction services, the supplier is obliged to inform itself sufficiently about the local conditions relevant to the service to be provided before performing the service by inspecting the plans available at our premises regarding the type of execution and scope of the service and by inspecting the construction site and/or the assembly site or the location of other services to be provided by the supplier at the place of performance.
16. The supplier must provide us with a complete list of the documents to be provided by us in writing or in text form in good time before the service is provided and request them from us. The same applies to other cooperation services on our part.
17. If the supplier is required to provide us with material samples, test reports, quality documents, or other documents in accordance with the contract or as an ancillary obligation, the completeness of the delivery and/or service also requires the complete handover of these samples, reports, and documents in German.
18. If waste is generated in the course of the supplier's performance of the contract, the supplier shall, unless otherwise agreed, remove and dispose of this waste itself at its own expense in accordance with the relevant provisions of waste management law. Ownership, risk, and responsibility under waste management law shall pass to the supplier at the time the waste is generated.
19. *We shall be entitled (without prejudice to any other rights of withdrawal to which we may be entitled) to withdraw from the contract without compensation in the event of the following alternative circumstances and, in the case of a continuing obligation entered into with the supplier, to terminate the contract without compensation and without notice if*
 - (i) *the supplier increases the price of the goods sold or services to be provided on the basis of an offer price with a unilateral price increase option on its part, and/or*
 - (ii) *the supplier files for insolvency or suspends payments, or an application to open insolvency proceedings*

against the supplier's assets is rejected for lack of assets, if, in the aforementioned cases, the supplier culpably breaches an obligation under the contract concluded with us at the time of withdrawal or if, from an objective point of view, we cannot reasonably be expected to adhere to the contract.

In the aforementioned cases, the supplier shall not be entitled to any claims against us due to our withdrawal or termination, in particular for damages or reimbursement of expenses.

20. We shall not accept any reservation of self-supply on the part of the supplier, nor shall we accept any suspension of the supplier's performance obligation in the event of changed circumstances if these were abstractly or concretely foreseeable for the supplier at the time of conclusion of the contract (e.g., through so-called hardship clauses and, for example, in the event of acts of war, interrupted supply chains, logistics problems, embargoes, political developments).
 21. Furthermore, there is no good cause for extraordinary termination on the part of the supplier or a right of the supplier to terminate the contract or a right of the supplier to refuse performance if (i) there is a price increase for raw materials, parts, or services procured from subcontractors that are necessary for the performance of the contract, and/or (ii) the procurement of raw materials or services from sources other than the supplier's previous contractual suppliers becomes necessary for the performance of the contract.
 22. The supplier undertakes to maintain suitable material and human resources as well as contractual relationships with suppliers and raw material sources throughout the term of this agreement in order to continuously fulfill its delivery/performance obligations under the agreements concluded with us. This shall not apply in times when such provision is objectively impossible (e.g., in cases of force majeure) or economically unreasonable for the supplier.
 23. In the case of contracts for work and services, the supplier is obliged to provide a weekly progress report on the work to be performed in written or text form, combined with photographic documentation showing the progress of the work.
 24. Deliveries shall be made during our general working hours or to the place designated by us as authorized to accept delivery within the framework of contract execution. The supplier is responsible for the delivery and, if necessary, removal of the substances and materials ordered for the performance of its contractual services as the sender, carrier, and, if applicable, shipper in accordance with the regulations for dangerous goods and must label these transports accordingly.
- § 5 Prices, payment, invoicing, assignment, offsetting, retention, packaging, waste disposal, security deposit**

1. Unless otherwise expressly agreed, agreed prices are fixed prices. The supplier has no unilateral right to increase prices. The price risk, in particular the calculation risk and the risk of changes in raw material prices and/or changes in procurement costs for required deliveries/services, shall be borne exclusively by the supplier. It is hereby clarified that, unless otherwise expressly agreed, such changes in procurement costs and/or raw material costs do not justify any claim for price adjustments or any right to suspend delivery on the part of the supplier, nor do they constitute a case of

force majeure and/or disruption of the basis of the transaction.

2. Unless otherwise agreed in writing, the agreed prices include all costs for packaging, transport to the agreed place of receipt or dispatch (DDP delivery - Incoterms® 2020), and for customs formalities and customs duties. In the absence of any other express agreement, our registered office shall be deemed the place of delivery. In the event that, contrary to sentence 1, we are required to bear the freight and/or shipping costs, the supplier shall choose the most economical means of transport, unless we specify a particular mode of shipment. If, as a result of culpable failure by the supplier to meet the delivery date, a shipment has to be dispatched using a mode of transport that is less favorable for us because it is more expensive (e.g., express delivery instead of freight), the supplier shall bear the additional costs incurred.

In the case of orders with a price reservation on the part of the supplier, we shall be entitled to withdraw from the contract and, in the case of continuing obligations, to terminate the contract without notice if we do not agree with the price demanded by the supplier on the basis of the price reservation.

If no prices are specified by the supplier, the prices valid at the time of the order from the supplier's last order confirmation for the contractual product in question shall apply, provided that this was not more than 1 year ago, otherwise the supplier's general list prices shall apply.

3. Unless otherwise agreed with the supplier, all payments shall be made by bank transfer in EUR after complete and faultless delivery of the goods and handover of the documentation.
4. Unless expressly agreed, partial payments and advance payments are excluded.
5. The applicable value added tax is included in the price, unless it has been expressly designated and agreed as a net price.
6. The supplier's invoice must show our order number, our cost center, be verifiable, and indicate the VAT number. In addition, the invoice must include a description of the individual invoice items, specifying the item numbers, the place of use, the net unit prices for the individual invoice items, and the place and type of delivery. If we are charged separately for transport costs, the invoices must also be accompanied by the originals and copies of the consignment notes with full details of the route, wagon number, etc., and the transport invoices; in the case of a collective delivery, these invoices must state the weight and the partial amount of the goods delivered.

If this information is missing, we shall not be responsible for any delays in processing and payment. Invoices shall be sent to us in single copy upon dispatch of the goods, but separately from the goods. Invoices shall be sent to us by the supplier in electronic form.

The supplier shall compensate us for any damages and expenses incurred as a result of the supplier's acceptance and/or further processing of the goods with incorrect or missing order numbers culpably provided by the supplier.

7. Unless otherwise expressly agreed, we shall settle invoices received by us within 14 calendar days of receipt of the goods and invoice with a 3% discount, or

within 30 calendar days net. Discount deductions are also permissible if we exercise the right of set-off.

8. Payments made by us do not constitute acceptance or waiver of any rights in respect of defects and do not constitute any acknowledgment of contractual performance.
9. In the event of acceptance of premature delivery and/or performance, the payment due date shall be based on the originally agreed delivery date, unless otherwise agreed.
10. In the event of incomplete or defective delivery and/or service, we shall be entitled to withhold payment in full or in proportion to the value of the defect-free and defective delivery/service until proper performance.
11. The invoices to be issued by the supplier shall be sent separately for each order to the billing address specified in the order by email and, if this is not technically possible, by post after fulfillment of the contract. All billing documents must be enclosed in full. Partial performance invoices must be marked "advance payment invoice," "partial performance invoice," or "final invoice." Electronic invoices must be designated as advance payment invoices, partial performance invoices, or final invoices according to their purpose.
12. Invoices must be designated according to their purpose as advance, partial, or final invoices. Advance invoices must be numbered consecutively. They must always be submitted in digital form and sent to the email address: e-invoicing@lingemann.com. Only if this is not possible in exceptional cases is it permissible to send them as PDF files. The order number and the assignment to the respective order items must be specified, if available.

The following shall be accepted as proof of billing:

- For services, signed and dated measurements and/or billing drawings or other suitable evidence and receipts.
- For deliveries, delivery notes, original weighing cards, waybills, and the like.
- The measurements required for the billing of services must generally be taken jointly and signed by a representative of ours and of the supplier. The supplier must request the joint measurement in good time.

13. Hourly wage work shall only be remunerated if it has been expressly ordered by us in text or written form prior to the performance of the service. For hourly wage work, personal hourly wage slips containing the start, interruption, and end times must be prepared and submitted. They must be countersigned by an authorized representative on our part. By signing the hourly wage slips, we merely confirm receipt. We reserve the right to review or correct them at a later date. Subsequent signing of timesheets does not constitute an order for hourly wage work.
14. Hourly rates are fixed flat rates and, unless expressly stated otherwise in the offer, include all ancillary costs, expenses, supervision, and overhead costs. Travel expenses and travel time are not reimbursed separately.
15. If advance payments have been agreed, these shall only be due for amounts exceeding EUR 5,000 if the supplier provides us with a directly enforceable guarantee securing the advance payment in accordance with the requirements of Section 23 below. The guarantee must originate from a banking institution

or insurance company licensed in the Federal Republic of Germany and subject to general financial supervision, with at least one branch in Germany and its registered office in the Federal Republic of Germany and must be provided in accordance with German law and with the place of jurisdiction being our registered office.

16. The supplier shall only be entitled to rights of retention and set off against claims by us for those claims that have been recognized by us or have been legally established. Offsetting is also permissible if the counterclaim asserted for offsetting is in synallagma (i.e., in a reciprocal relationship between two performances under the contract concluded with us) with our claim and is based on a breach of a primary obligation.
17. The assignment of claims against us by the supplier requires our prior consent, unless these are monetary claims in commercial transactions (§ 354a HGB).
18. The supplier must pack the items/materials to be delivered exclusively in environmentally friendly packaging material or environmentally friendly containers so that transport and/or storage damage is prevented during normal handling. This must be done in compliance with the agreed packaging and preservation regulations and specifications. The agreed packaging units must be adhered to. The supplier shall deliver the products in suitable means of transport and, if agreed, exclusively in means of transport approved by us in order to avoid damage and quality impairments (e.g., contamination, corrosion, chemical reactions).

Deliveries must be marked in such a way that all delivery items can be clearly identified at all times. Each packaging unit (pallet, barrel, ECC container) must be marked with tags, labels, or stamps for identification purposes and must contain at least the following information: (i) material designation, item designation/number (ii) net weight (iii) batch number (iv) date of manufacture or expiration date (v) sender.

The packaging of the respective delivery items is included in the price, unless we have expressly agreed otherwise with the supplier. Any waste generated during delivery or assembly by the supplier must be disposed of immediately and free of charge.

19. If, in exceptional cases, a charge for packaging has been agreed between the supplier and us, the supplier shall charge for the packaging at cost price. In this case, the supplier shall choose the packaging specified by us and request us to make a choice in writing in good time. If the packaging selected by us is not suitable for the safe and appropriate packaging of the delivery item, the supplier must notify us of this immediately in writing or in text form before packaging, allowing us sufficient time to respond.
20. If the packaging used to ship the goods is invoiced separately on the basis of an agreement, we shall be free to make it available again in usable condition, carriage paid, against a credit note of at least 2/3 of the net price charged for it, unless we have expressly agreed otherwise with the supplier. The supplier is free to prove that the returned packaging has a significantly lower value (at least 10% lower). In this case, the refund shall be adjusted accordingly.
21. In the case of the above clause 19, we are entitled to send the packaging to the supplier at the supplier's expense.

22. We are entitled to demand that the supplier provide security to ensure the contractual performance of the delivery or service (contract performance guarantee) and to fulfill the rights in respect of defects (warranty guarantee). The security deposit to ensure the contractual performance of the delivery or service amounts to 5% of the gross remuneration for the delivery/service to be provided; the security deposit to fulfill the claims for the rectification of defects amounts to 3% of the gross remuneration for the delivery/service to be provided. This may be provided by means of deductions on our part from the respective invoices or other claims of the supplier or by the supplier providing a guarantee in accordance with Clause 23. Clause 26 remains unaffected.
23. The supplier is entitled to replace the security retention pursuant to clause 22 on our part for deliveries/services owed in relation to the fulfillment of the contract or warranty, insofar as this has not been utilized, by providing a contract performance or warranty bond in accordance with German law, with the exclusive place of jurisdiction being Frankfurt am Main, which serves to secure the client's claims, insofar as they have arisen up to the time of acceptance. In this case, the security shall be provided by means of an unconditional, irrevocable, unlimited, and directly enforceable guarantee (contract performance guarantee) from a major bank, savings bank, or credit insurer based in the Federal Republic of Germany that is affiliated with the Deposit Protection Fund, in each case with general jurisdiction in accordance with § 12 of the German Code of Civil Procedure (ZPO) in Germany. The guarantor must waive the defenses of set-off pursuant to § 770 and 771 of the German Civil Code (BGB). However, the waiver of the defense of set-off does not apply to undisputed or legally established counterclaims of the Contractor, unless the counterclaim is based on a breach of a primary obligation by us arising from the contractual relationship. The guarantor's waiver of the defense of contestability does not have to apply to contestation pursuant to § 123 BGB. The guarantee claim shall become time-barred pursuant to §§ 195, 199 BGB, but not before the secured principal claim. The supplier also has the option of averting the retention of security and the obligation to provide a contract performance or warranty guarantee by providing security in the same amount to a trust or blocked account or by providing equivalent insolvency-proof security.
24. The respective guarantee or retention of title shall be surrendered/paid out after complete fulfillment of the contract and final acceptance, insofar as these have not been realized or there are still outstanding, secured claims on our part, insofar as these arose prior to acceptance. Clause 27 remains unaffected.
25. The contract performance guarantee secures all claims on our part due to the breach of all contractual obligations assumed by the supplier, including contractual penalties, regardless of the legal basis, plus interest and claims for reimbursement of costs, insofar as they have arisen up to the time of acceptance, with the exception of claims due to poor performance in the form of material defects and/or defects of title (warranty claims). With the above exception of warranty claims, the purpose of the security covers in particular claims by the client due to the breach of contractual obligations by the contractor up to the time of acceptance, regardless of the legal basis, in particular claims for the contractual performance of the service including invoicing, contractual penalties, reimbursement of overpayments (insofar as claimed up to the time of

acceptance), claims for damages of any kind, breaches of duty due to fault at the time of conclusion of the contract and from settlement relationships (e.g., justified termination of the contract) and fulfillment of recourse and indemnification claims against the supplier in the event of claims by third parties.

26. If the supplier owes work performance with a net remuneration or expected net remuneration of more than EUR 5,000, it must provide a warranty bond in accordance with the requirements of Section 23 upon acceptance. This warranty bond serves to secure all claims and rights arising from material defects and defects of title in the Contractor's services. All claims are covered, including interest and claims for reimbursement of costs.
27. We shall surrender any unused security for claims for defects to the supplier, provided that we no longer have any secured claims against the supplier. If the guaranteed amount exceeds our remaining claims by more than 30%, the supplier shall be entitled to a corresponding adjustment of the guarantee amount.

§ 6 Subcontracts

The supplier is entitled to award subcontracts *if and to the extent that no highly personal service has been agreed by him, unless we have expressly agreed otherwise with the supplier*. In this case, however, we are entitled to object to the supplier's awarding of subcontracts for good cause. In this case, the supplier shall execute the order itself or through another suitable subcontractor (i.e., one with qualifications corresponding to those of the supplier itself). An important reason shall be deemed to exist in particular if, from an objective point of view, the subcontractor does not offer a guarantee for the contractual fulfillment of the contract concluded by us with the supplier and the activities taken over by the subcontractor in this respect ().

The supplier must inform us in writing or in text form of the use of a subcontractor in good time, providing all relevant information (e.g., company name, address, qualifications, references) so that we can check whether there are important reasons for this at least 7 calendar days before the planned use of services and inform the supplier of the result of the check.

§ 7 Delivery, delivery time

1. The agreed delivery and/or service dates and deadlines must be adhered to. In the case of an agreed obligation to deliver, compliance means receipt of the goods by us or at the agreed place of delivery. Deliveries must be announced to us in writing or by email at least 48 hours in advance. Vehicles can only be unloaded for delivery to us from Monday to Friday (except on public holidays or factory holidays) and taking into account the respective operating hours of our warehouses, unless a special arrangement has been expressly agreed in individual cases. The supplier is responsible for all consequences arising from non-compliance with this obligation.
2. The supplier is obliged to inform us immediately in writing or in text form if circumstances arise or become apparent to them which indicate that agreed delivery or service dates cannot be met. This also applies if the supplier is not responsible for the delivery delays. In the event of a culpable breach of this obligation, we shall be entitled to compensation from the supplier for the damage incurred as a result. The supplier may only invoke causes of delay for which it is not responsible if

it has fulfilled its obligation to notify us in a timely and proper manner.

3. In the event of earlier delivery or performance than agreed, we reserve the right to return the goods at the supplier's expense, to refuse performance, or to refuse delivery. If goods are not returned in the event of early delivery, they shall be stored at the supplier's expense and risk until the delivery date.
4. Partial deliveries or services by the supplier are only permitted with our express agreement. In the case of agreed partial deliveries, the remaining quantity must be clearly stated by the supplier.
5. The supplier may only make excess or short deliveries with our express permission.
6. In the event of delivery bottlenecks, the supplier shall give priority to fulfilling our order, insofar as this is possible taking into account its other delivery obligations.

§ 8 Transfer of risk, documents

1. Unless otherwise agreed with us, delivery shall be made DDP (Incoterms 2020[®]) and shall be at the supplier's risk until the time of complete delivery and, in the case of services under a contract for work and services, until acceptance by us at the contractually agreed place of performance.
2. The supplier is obliged to treat each individual order separately in all correspondence within the framework of the business relationship. It is the supplier's responsibility to state at least the complete order number, order date, and the customer's reference number, as well as our transaction number, in all documents such as emails, letters, shipping notices, delivery and packing slips, invoices, waybills, accompanying addresses, and the like. If delivery ex works has been agreed, the supplier must prepare the freight/customs/shipping documents and packing lists 7 calendar days before the agreed delivery date and send them to us within the aforementioned period.
3. The aforementioned documents, such as invoices, delivery notes, and packing slips, must be enclosed in a single copy with each shipment. For goods deliveries, these documents must contain at least the quantities and unit of measure, gross, net, and, if applicable, calculated weight, as well as the order number, item description, remaining quantity for partial deliveries, our order number, our vendor number, the supplier's order number, and our material number.
4. The supplier is obliged, as an essential contractual obligation, to provide us with the certificates of origin and quality for the delivery items in German or English when delivering the goods. *The remuneration for this is already included in the remuneration for the main service.*
5. The supplier undertakes to enable the customs administration to check the certificates of origin and to provide both the necessary information and any confirmation that may be required.
6. In the case of contracts for work and services and sales contracts in which acceptance of the delivery item has been agreed, the transfer of risk shall only take place upon our formal acceptance of the service and/or delivery. Otherwise, the transfer of risk shall take place upon delivery of the delivery item to us or at the agreed

place of delivery and performance. Fictitious acceptance is excluded.

§ 9 Time of performance; default; delivery capacity

1. The agreed delivery dates and/or delivery periods as well as performance periods or performance dates are binding. The decisive factor for compliance with the delivery date or delivery period is the receipt of the goods at the place of receipt or use specified by us or the complete performance of the service owed to us.

In the event of a delay in delivery and/or performance on the part of the supplier, we shall be entitled to the full extent of our statutory claims. In particular, we shall be entitled to withdraw from the contract after the expiry of a reasonable period of grace and/or to claim damages in lieu of performance.

2. In the event of a delay in delivery and/or performance on the part of the supplier, we shall be entitled to demand a contractual penalty of 0.5% of the net remuneration for the delayed delivery or service per completed week of delay, but not more than a total of 5% of the net remuneration agreed for the order; We reserve the right to assert further legal claims, in particular claims for damages, but with full deduction of the contractual penalty. We can assert the contractual penalty within 3 months of becoming aware of the delay. The date of dispatch of the declaration of contractual penalty on our part to the supplier shall be decisive for compliance with the deadline.
3. In the event of an imminent or actual delay in delivery and/or performance, the supplier shall, upon request, grant us access to all relevant documents relating to the legal relationship underlying the delivery or service vis-à-vis its suppliers and/or subcontractors and shall name all relevant subcontractors and suppliers as clients authorized to inspect these documents. For the disclosure of trade secrets within the meaning of § 2 of the German Trade Secrets Act (GeschGehG), i.e. such information and/or data that is only known to a small group of people, relates to its company, has economic value and is identifiable, and for which the supplier has taken appropriate protective measures), the supplier is only obliged to do so after we have provided it with a confidentiality agreement that binds us with regard to the information to be disclosed in favor of the supplier.
4. If, in the event of a delay in delivery or performance on the part of the supplier, there is an objective reason (e.g., time-critical order) in our favor, the supplier shall grant us the right to contact all relevant subcontractors and suppliers directly on our behalf within the scope of order processing in order to avert or, as far as possible, shorten any resulting delay in delivery and/or performance. The supplier shall provide us with the contact details for this purpose free of charge upon first request.
5. In the event of the circumstances described in sections 3 and 4 above, the supplier shall remain fully responsible for the order.
6. Acceptance of the delayed delivery does not constitute a waiver of claims for damages or a contractual penalty agreed in our favor.
7. The supplier undertakes to provide sufficient production and delivery capacities to be able to produce and deliver to us in good time the number of products per calendar year plus 15% specified in the contract as the target capacity.

8. To cover any additional immediate requirements, the supplier shall, at our request and at its own expense, keep an appropriate quantity of the product to be delivered to us in stock, to be agreed upon. If no phase-out arrangement has been made, we shall be obliged to accept these products upon termination of the supply relationship, provided that they are in accordance with the contract and the supplier cannot use them elsewhere. The supplier undertakes to conclude a corresponding storage agreement with us at our first request.

§ 10 Change management

1. The need to make changes to the content of the order cannot always be avoided, even on the basis of change requests from our end customers. We are therefore entitled, even after conclusion of the contract, to request changes to the delivery and/or service item, in particular with regard to design, execution, quantity, and delivery time, in accordance with the following regulations, if the deviations are technically and logistically reasonable for the supplier, taking into account the supplier's business purpose and production or service knowledge as well as the supplier's order situation, when viewed objectively. The supplier must immediately review the change request and notify us in writing of its impact on the contractual structure. This notification obligation includes a statement as to whether the desired changes are technically and/or logistically possible and appropriate, as well as a statement on the effects of the change requests on the contractual structure agreed upon up to that point, such as the concept, deadlines, dates, acceptance modalities, and remuneration in the form of an offer. We shall then decide without delay on the implementation of the changes vis-à-vis the supplier.

The amended remuneration in accordance with the preceding paragraph shall be limited to the actual expenses incurred, which shall be calculated on the basis of the relevant unit prices. If no unit prices have been agreed or are relevant (e.g., in the case of flat-rate agreements), the supplier must provide evidence that it calculated the costs at the underlying amount before the contract was concluded. In the event of additional expenses, any expenses saved shall be deducted. Costs that would have been incurred even without the change may not be claimed as additional expenses. The supplier is obliged to take reasonable measures against avoidable additional costs in the event of changes to services.

2. With the positive decision and agreement on the changes to the contract terms, the change to the order becomes part of the contract.
3. In the case of technical changes that are economically insignificant for the supplier, the supplier may not demand a change to the terms of the contract.

§ 11 Acceptance

1. All services provided by the supplier that can be inspected are subject to *formal* acceptance on our part. If the inspection of the supplier's services requires the commissioning of a plant or machine, acceptance shall only take place after the successful completion of the agreed functional tests. If no functional test has been agreed for delivered machines, we are entitled to carry out a 14-calendar-day functional test prior to acceptance. Otherwise, the inspection period for us is 12 calendar days after receipt of the notification of completion, unless otherwise expressly agreed. In this

respect, the supplier waives the objection of late notification of defects.

2. If the supplier has to provide a service that requires acceptance by us, the supplier is obliged to notify us of its request for acceptance in writing or in text form at least 12 calendar days before the agreed acceptance date.
3. If defects are found during the acceptance test, partial acceptance of defect-free services is possible after consultation with us and at our discretion, without the supplier having any legal claim to this. However, this partial acceptance does not constitute final acceptance within the meaning of § 640 BGB (German Civil Code).
4. Acceptances require an acceptance report in written or text form, which shall be signed by the parties. Fictitious acceptances are expressly excluded if we do not use the work result commercially outside of test purposes for more than 30 calendar days continuously.
5. If the delivery item to be delivered by the supplier is operated at our premises with our material, we shall provide, free of charge, a quantity of our material intended for the operation of the delivery item, as agreed with the supplier during the offer phase, for the acceptance.

§ 12 Inspection for defects, warranty (breach of duty due to poor performance in the case of material defects), liability for defects, limitation period for claims due to material defects and defects of title; substitute performance

1. The supplier warrants and, within the scope of application of the UN Convention on Contracts for the International Sale of Goods (CISG), guarantees that, unless expressly agreed otherwise with us, all delivery items (i) in the case of purchase contracts, fully comply with the requirements specified in § 434 BGB (German Civil Code) and, in the case of contracts for work and services, with the requirements specified in § 633 BGB and, within the framework of the respective contractual relationship, in particular (ii) all deliveries/services fully comply with the agreed specifications, in the case of technical items with the current state of the art at the time of conclusion of the contract, and always comply with the relevant legal provisions and the regulations and guidelines of authorities, professional associations and trade associations of the Federal Republic of Germany and the European Union, in particular, where relevant, the Machinery Directive of the European Union and the country of use communicated by us prior to the conclusion of the contract or recognizable to the supplier, and (iii) are suitable for the intended use communicated by us to the supplier prior to conclusion of the contract or recognizable to the supplier, and (iv) have properties that are usually inherent in delivery items or services of the type ordered.

The supplier warrants and, within the scope of application of the UN Convention on Contracts for the International Sale of Goods (CISG), also guarantees the unrestricted environmental compatibility and suitability for food supplements of the delivered products and packaging materials.

The supplier undertakes to comply with all legal regulations and guidelines relevant to the delivery item and/or the contractual services. If compliance with technical regulations and standards such as CE, CSA, or UL and EAC specifications has been agreed for the products or their components, the supplier shall provide

us with proof of this and make it available to us with the invoice as a prerequisite for the payment claim. In addition to the supplier's contractual obligation, these specifications must be complied with by the supplier in particular so that customs regulations can be observed.

All dimensions and weights specified by us in the order, list, or drawing agreed with us for the execution of the contract shall be guaranteed by the supplier. This also applies to other technical agreements. If deviations from these regulations are necessary in individual cases, the supplier must obtain our express consent. The supplier's warranty obligation shall not be affected by this consent.

2. We are entitled to the full statutory warranty claims and, within the scope of application of the UN Convention on Contracts for the International Sale of Goods (CISG), the resulting rights in the event of defective delivery and/or performance.
3. If a delivery batch from the supplier contains more than 2% defective goods, we shall be entitled to reject the entire delivery batch from the supplier as defective.

If there are objective indications that the delivery item may be defective in terms of material or title, this shall be deemed a material or title defect in the delivery.

4. In any case of a material defect in the delivery item, we shall be entitled to demand that the supplier remedy the defect or deliver a new item, at our discretion.
5. If the delivered products do not comply with the warranty assumed by the supplier or, within the scope of application of the CSIG, the guarantee assumed, the supplier shall be liable for all resulting damages, including consequential damages, to the extent provided by law or, in the event of the applicability of the CSIG, to the extent provided therein without limitation. Any limitation of liability or exclusion of liability on the part of the supplier is rejected unless expressly agreed with us.
6. In the event of a warranty claim (*breach of duty due to poor performance*), the supplier is obliged to bear all expenses necessary for the purpose of remedying the defect or providing a replacement delivery. These also include sorting, removal, reinstallation, and repackaging costs with regard to the delivery item. The supplier shall also bear any costs incurred or increased as a result of the delivery item being moved to a location other than our branch office. *The place of repair* shall be the location where the delivery item is located at the time of the notification of defects.
7. We shall be entitled to check any quality or quality deviations of the goods by taking meaningful random samples, provided that this corresponds to the circumstances of proper business practice and the type and scope of the delivery. These shall then be representative of the quality of the goods.
8. If the supplier is in default with the rectification of a defect, we shall be entitled to demand a contractual penalty for delay in rectifying the defect amounting to 0.5% of the net remuneration agreed for the defective delivery and/or service for each completed period of 7 calendar days of the delay, but not exceeding 5% of the agreed total net remuneration for the delivery or service covered by the order, without further proof of damage. However, the supplier has the opportunity to prove to us that we have suffered no damage or significantly less damage (= at least 10% less). Further legal and

contractual claims and, within the scope of application of the UN Convention on Contracts for the International Sale of Goods (CISG), the rights arising therefrom on our part remain unaffected. The aforementioned contractual penalty shall be credited in full against any claim for damages. We may assert the contractual penalty within three months of becoming aware of the supplier's delay in remedying the defect.

9. In the event of legal defects due to a culpable breach of duty by the supplier or its vicarious agents, the supplier shall indemnify us and our customers against all third-party claims in this regard, including the usual, reasonable and proven costs of legal defense and our administrative costs. § 254 of the German Civil Code (BGB) (contributory negligence) remains unaffected. If the supplier has manufactured its delivery or service in accordance with documents provided by us, such as recipes, models, or drawings, or on our express instructions, and could not have known that this would infringe the property rights of third parties, the above indemnification obligation shall not apply.
10. Claims on our part against the supplier for material defects shall become statute-barred 36 months after the transfer of risk in the case of purchase contracts and 36 months after acceptance in the case of contracts for work and services, unless a longer warranty period applies by law. In the latter case, the latter shall apply. If a minimum shelf life has been agreed with the supplier, this shall apply with regard to our claims concerning the shelf life of the delivery item. However, we may assert claims for lack of durability within the agreed limitation period of 36 months (see above).
11. The limitation period for defects of title is 5 years, calculated from acceptance, or, in the absence of a scheduled acceptance, from delivery of the contractually owed service result.
12. If the supplier, with our consent, subjects itself to an inspection for the presence of a defect or the elimination of the defect, the limitation period shall be suspended until the supplier has notified us of the result of the inspection in writing or in text form, or has declared to us that the defect has been completely remedied in the aforementioned form, or has refused to continue the remedy or to remedy the defect itself in writing or in text form.
13. Unless otherwise agreed, our incoming goods inspection is limited to externally visible transport damage and to determining the quantity and identity of the ordered products on the basis of the delivery documents. Any recognizable defects found in the process will be reported to the supplier immediately. We will report other non-obvious defects immediately after their discovery. We shall have no further obligations to inspect and give notice of defects. Further obligations to inspect incoming goods and give notice of defects under § 377 of the German Commercial Code (HGB) are excluded.
14. Upon receipt of notification of a defect, the supplier shall immediately carry out a fault analysis. If necessary, we shall support the supplier in identifying the fault within the scope of our capabilities. For this purpose, the supplier shall be provided with the rejected products to the agreed extent. The supplier shall analyze any deviation of the rejected products from the specifications and carry out all necessary investigations to identify the source of the defect. The supplier shall then immediately notify us in writing or in text form of the causes of the deviations and/or defects and the

measures taken to remedy and prevent defects and their effects.

§ 13 Force majeure

Force majeure, labor disputes, operational disruptions through no fault of our own, unrest, epidemics, pandemics, and other circumstances beyond our control entitle us—without prejudice to our other rights—to withdraw from the contract in whole or in part, provided that they are not of insignificant duration (i.e., do not last less than 4 weeks) and we notify the supplier of the obstacle without delay, unless we have assumed a guarantee liability.

Our deliveries to the supplier are made against the backdrop of the current political bloc formation, armed conflicts such as the Russia-Ukraine war, the threat of conflict between the People's Republic of China and Taiwan, and the trade dispute between the United States of America and the People's Republic of China, as well as between the European Union and the People's Republic of China and the United States of America, and the resulting embargo and logistics problems, a stable supply on our part should be guaranteed. The aforementioned political developments, embargoes, and logistical challenges are therefore foreseeable for the supplier and do *not* constitute force majeure in favor of the supplier.

§ 14 Liability insurance cover; quality assurance

1. The supplier undertakes, from the time of the initial conclusion of the contract with us, for a period of up to 42 months after the last delivery and/or service to us, to maintain business liability insurance with a minimum coverage of EUR 5,000,000.00 per personal injury /property damage and EUR 1,000,000.00 for financial loss - on a lump sum basis; if we are entitled to further claims for damages, these shall remain unaffected. The supplier must provide us with proof of the aforementioned insurance and the premium payment for it upon first request. If proof of insurance and premium payment is not provided to us within 7 calendar days of our request, we shall be entitled to withdraw from contracts that have not yet been fulfilled in whole or in part (with regard to the part not yet fulfilled).
2. The supplier shall carry out quality assurance appropriate in terms of type and scope in accordance with the current state of the art at the time of conclusion of the contract and shall provide us with evidence of this upon request. The supplier shall conclude a corresponding quality assurance agreement with us if we deem this necessary.

§ 15 Rights of use, inventions

1. Insofar as the deliveries or services, recipes, specifications, drawings, individual computer programs, photographic and film material, layouts for print media, or other such documents and/or data, we shall receive an exclusive, transferable right of use in all types of use, unlimited in terms of time, location, and content, which shall be fully compensated by the agreed price.
2. Insofar as the deliveries or services are protected by the supplier's copyrights, the supplier grants us the irrevocable, transferable right, unlimited in terms of time, location, and content, to use the delivery or service in all known and unknown types of use free of charge, in particular to reproduce, distribute, exhibit, modify, and edit it.

3. Insofar as the deliveries or services to be performed for us by the supplier give rise to copyrights, industrial property rights, and/or other rights to service results, as well as other written, machine-readable, and other work results, these shall be exclusively and unrestrictedly available to us as part of the service and shall be fully compensated for by the agreed price. The supplier is obliged to inform us immediately in writing of the existence of such circumstances and to coordinate the further procedure with us.
4. The supplier is further obliged to make use of inventions made by its employees and, if applicable, subcontractors at its own expense and with indemnification on our part, so that it can transfer the rights to these inventions to us, insofar as such inventions are made within the scope of the order placed by us and its execution.
5. If we register the invention for property rights, we shall bear the costs incurred for the registration and maintenance of the property rights.
6. If, within 6 months of the supplier's complete fulfillment of the contract, we decide against registration at the supplier's request in writing or text form, or if we are no longer interested in an existing property right, the supplier may continue to pursue the registration or maintenance of the property right at its own expense. In this case, however, we retain a free, non-exclusive, and transferable right of use.
7. If, in the course of our utilization of the deliveries or services, it is necessary to use the supplier's property rights that already existed at the supplier prior to the delivery or service being provided, we shall receive from the supplier a non-exclusive and transferable right of use to these property rights, which shall be fully compensated by the agreed price.
2. Tools and recipes provided by us remain our property.
3. If we provide parts to the supplier, we reserve title to them (**reserved goods**). Any processing or transformation of these parts by the supplier shall be carried out on our behalf. If our reserved goods are processed with other items that do not belong to us, we shall acquire co-ownership of the new item in proportion to the gross value of our item (purchase price plus VAT) to the other processed items at the time of processing.
4. If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the gross value of the reserved item (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the supplier's item is to be regarded as the main item, it is agreed that the supplier shall transfer co-ownership to us in the aforementioned ratio; the supplier shall hold the sole ownership or co-ownership in safekeeping for us.
5. The supplier is obliged to insure the raw materials and tools belonging to us and made available to him at replacement value at his own expense against fire, water, and theft damage. At the same time, the supplier hereby assigns to us all compensation claims arising from this insurance; we hereby accept the assignment.
6. The supplier is also obliged to carry out any necessary maintenance and inspection work on the tools made available to him by us, as well as all maintenance and repair work, at his own expense and in good time, and to provide us with evidence of this. He must notify us immediately in writing of any malfunctions in the machines and/or tools provided; if he culpably fails to do so, we shall be entitled to claim damages in the event of damage.
7. If the security interests to which we are entitled in accordance with clauses 1 to 6 exceed the purchase price of all our goods subject to retention of title that have not yet been paid for by more than 10%, we shall be obliged, at the supplier's request, to release the security interests at our discretion.

§ 16 Spare parts and availability for delivery

1. The supplier guarantees that the delivery of spare parts will be ensured by them for a period corresponding to the normal technical service life of the delivery item, but at least 10 years after delivery of the last delivery of the delivery item in question to us, unless another spare parts availability has been expressly agreed with us. During this period, the supplier undertakes to supply these parts to us at standard market economic and legal conditions.
2. If the supplier intends to discontinue the delivery of spare parts for the delivery item after the above-mentioned period has expired, we shall be given the opportunity to place a final order with a lead time of at least 90 calendar days, which must correspond to at least the last average order quantities for the product in question over the last three years. The same shall apply in the event of discontinuation before the expiry of the period, whereby we shall not forfeit our claims for damages by placing a repeat order.

§ 17 Provision, co-ownership, retention of title

1. Drawings, specifications, raw materials, tools, materials, parts, containers, and packaging provided by us may only be used by the supplier for the intended purpose of fulfilling the order placed by us with the supplier. If these are passed on to subcontractors, the supplier shall also ensure that the subcontractors agree to this as a contract in our favor and shall provide us with proof of this without being asked.

§ 18 Third-party property rights

1. The supplier warrants and guarantees within the scope of application of the CSIG, that no third-party rights within the Federal Republic of Germany and the European Union and the country of delivery or use of the delivery item and/or service notified to it by us in the order are infringed in connection with its delivery and/or service. Liability is excluded outside the warranty liability under the CSIG if the supplier proves that it neither knew nor could have known of the existence or future creation of such rights at the time of delivery of the delivery item or performance of the service.
2. If a third party asserts claims against us due to a culpable violation (outside the scope of application of the CSIG) of such rights pursuant to Clause 1 by the supplier, the supplier shall be obliged to indemnify us against these claims upon first written request; we are not entitled to enter into any agreements with the third party without the supplier's consent, in particular to conclude a settlement with the rights holder. § 254 BGB (contributory negligence) remains unaffected.
3. The supplier's obligation to indemnify us shall cover all necessary, reasonable, and proven expenses that we

necessarily incur as a result of or in connection with the claim by a third party.

4. The limitation period for liability arising from the infringement of property rights shall commence as soon as the claim has arisen and we have become aware of the circumstances giving rise to the claim or should have become aware of them without gross negligence. The limitation period for such claims on our part is 5 years.

§ 19 Documents and confidentiality

1. All business or technical or product-related information, calculation data, manufacturing instructions, performance and/or production data and other internal company information made available by us to the supplier, data transmitted by us to the supplier, and other knowledge or experience and data communicated to the supplier by us or our customers, as long as and to the extent that they are not demonstrably public knowledge or there is a legal or official obligation to disclose, shall be kept secret by the supplier from third parties and may only be made available within the supplier's own company to those persons who are necessarily required to use them for the purpose of delivery or performance to us and who are also obliged to maintain secrecy in writing; they remain our exclusive property. This applies regardless of whether or not they constitute trade secrets within the meaning of § 2 of the GeschGehG. The provisions of the GeschGehG remain unaffected and, insofar as they are mandatory in nature, take precedence over the provisions of § 19.
2. Without our prior express consent, such information and/or data may not be reproduced or used commercially, except for deliveries/services to us. The above confidentiality agreement shall also apply after termination of the delivery or service relationship until it becomes legally public knowledge, but for a maximum of 5 years after termination of the contract (excluding the warranty period) between us and the supplier in relation to the contract in connection with which the relevant information was disclosed or handed over to the supplier. The above confidentiality obligation shall not apply if the supplier can prove that it developed the transmitted information itself in a lawful manner prior to its disclosure or was already aware of it (of which the supplier shall notify us in writing or in text form immediately after transmission of the information, at the latest within 14 calendar days thereafter, otherwise it can no longer invoke this exception, or it has become public knowledge through a written statement on our part, or there is an official or legal obligation to disclose it).
3. At our request, all information and data originating from us (insofar as it has been produced, including copies or records made) and items provided on loan must be returned to us immediately and in full or destroyed, and the destruction must be confirmed in writing or in text form. If the information provided to the supplier is embodied in data, it must be completely deleted at our first request at any time by overwriting and the deletion must be confirmed in writing or in text form without delay.
4. In the case of data transmitted by us to the supplier, we are also entitled to receive a declaration of discontinuance with penalty clause from the supplier, which contains a contractual penalty for each culpable case of violation of the obligation to refrain from further use of the data transmitted by us or copies thereof, their return and/or deletion by the supplier, which can be

determined by us at our reasonable discretion (§ 315 BGB) in relation to the supplier's remuneration from the contractual relationship concluded with us and the economic damage caused by the supplier's breach of duty. This can be reviewed and reduced by a court at the supplier's request (§ 315 III BGB). The supplier is not obliged to refrain from doing so if it is subject to an official or legal obligation to disclose or use data.

5. We reserve all rights to such information and data (including copyrights and the right to register industrial property rights such as patents, utility models, trademark protection, etc.). Insofar as this information has been made available to us by third parties, this reservation of rights also applies in favor of these third parties.
6. Licenses or warranties are not associated with drawings, specifications, samples, models, information, and/or data transmitted to the supplier.
7. Products manufactured according to documents designed by us, e.g., drawings, samples, or models and the like, or according to our confidential information or with our formulas not known to the public or our tools or replica tools, may not be used by the supplier itself or offered or delivered to third parties.
8. If a separate confidentiality agreement has been concluded between us and the supplier, its provisions shall take precedence over the above provisions of this § 19 in the event of a conflict or further provisions.

§ 20 Safety regulations, other requirements for deliveries and services

1. The supplier shall comply with the safety regulations applicable in the Federal Republic of Germany and the European Union and in the country of delivery or use notified to it prior to the conclusion of the contract, as well as with the technical data and limits corresponding to the current state of the art at the time of conclusion of the contract or exceeding this, and with our supplier code of conduct valid at the time and notified to it, when delivering to us. limit values and our currently valid supplier code of conduct communicated to him when making his delivery/providing his service to us.
2. The supplier undertakes to use only materials that comply with the applicable, relevant legal safety requirements and regulations within the European Union, in particular for toxic and hazardous substances and, where applicable, the EU REACH Regulation (*Regulation* (EC) 1907/2006). The same applies to protective provisions for the environment and regulations relating to electricity and electromagnetic fields. The above obligation covers all relevant regulations applicable to the Federal Republic of Germany and the European Union and the country of use notified to the supplier prior to conclusion of the contract with regard to the contractual delivery and/or service and, if deviating from these, also the regulations of the customer countries notified to the supplier prior to or with the order. The supplier shall provide us with evidence of compliance with these regulations upon first request and shall cooperate in providing corresponding evidence to the relevant authorities.
3. The supplier guarantees that its deliveries comply with the provisions of Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization, and Restriction of Chemicals (REACH Regulation). The substances contained in the supplier's products shall be pre-registered or registered after the expiry of the

transition periods, as required by the provisions of the REACH Regulation, unless the substance is exempt from registration. The supplier shall provide safety data sheets in accordance with the REACH Regulation or the information required under Article 32 of the REACH Regulation. Upon request, the supplier shall also provide us with the information required under Article 33 of the REACH Regulation.

4. If the supplier's products (outside the scope of the CSIG through fault of the supplier) do not meet the requirements set out in clauses 1 to 2, we shall be entitled to withdraw from the contract (in the case of continuing obligations, to terminate the contract without notice). Any further claims for damages and reimbursement of expenses on our part shall remain unaffected.
5. Intended changes to the delivery and service items must be communicated to us in writing or in text form. They require our prior written consent.
6. We would like to point out that all persons from outside the company who enter our premises or company grounds are also subject to the rules of conduct set out in our company regulations. In the event of violations of these regulations, we reserve the right to expel them from the company premises. When working on our premises on our behalf, the supplier must take all measures, make all arrangements, and implement all equipment necessary to prevent accidents at work in accordance with the provisions of the relevant accident prevention regulations and other generally accepted safety and occupational health rules. The work guidelines of our professional association must be observed when working on our premises.
7. The supplier must instruct its employees and subcontractors to comply with the necessary safety rules for contractors and monitor their compliance. Before commencing work, the supplier must confirm that it has taken note of the "Safety Rules for Contractors" by handing over the signed "Confirmation of Acknowledgement" (last page) to us.

§ 21 Quality and documentation

1. The costs of declarations of conformity, certificates of origin, other certification documents (e.g., where applicable, ISO 9001, ISO 13485, CE, CSA, or UL specifications, and IFS, FSSC 22000) shall be borne by the supplier, unless otherwise expressly agreed. The declarations of conformity must be submitted to us in German and English immediately with each delivery.
2. Irrespective of this, the supplier must maintain the quality of the delivery item and continuously check it until delivery within the framework of a quality assurance system that corresponds to the current state of the art at the time of conclusion of the contract. The supplier must immediately notify us in writing or in text form of any errors in specifications that are apparent to him and any foreseeable complications resulting therefrom. This must be ensured and documented by means of suitable testing and measurement procedures. We are entitled to request the disclosure of the results of this review at any time and at no additional cost in written or text form.
3. The scope of delivery includes the product-specific and/or technical documentation, the certificates of conformity (in German and/or English, at our discretion), as well as other documents and certificates and

operating instructions required for the ordered item or its use.

4. The supplier also guarantees that the delivery items can be traced precisely via batch or serial numbers.

§ 22 Software

1. If the delivery item contains software created for us, we shall receive, without any additional remuneration, the source code commented in a manner comprehensible to an average programmer and the right to use the software, including in companies affiliated with us in accordance with § 15 AktG or otherwise affiliated companies under company law, to reproduce and modify it at will, and to transfer it together with the delivery item to third parties worldwide, either free of charge or for a fee.
2. For the purposes of maintenance and further development, we shall be entitled to retranslate the aforementioned software. If the supplier develops customized software for us, we shall be entitled to use and exploit the source code without restriction at our discretion.
3. *Payment for software shall only become due upon completion of a formal acceptance procedure with a written declaration of acceptance on our part.*
4. In the case of software delivery, subsequent performance by means of a new program version or a permanent workaround for a defect is only permissible with our prior express consent. If we give our consent, the supplier is obliged to train our employees in the new program version free of charge at its own expense.

§ 23 Auditing

1. We – and, as a genuine contract in favor of third parties within the meaning of § 328 BGB (German Civil Code), also our customers (**authorized auditors**) – are entitled, but not obliged, to carry out an audit of the supplier ourselves or to have it carried out by an expert and/or consultant of our choice, also with regard to our own certification. This includes an inspection of the supplier's operations, delivery quality, and quality assurance system, followed by an evaluation. The supplier shall ensure, within the scope of its legal possibilities, that its subcontractors grant us and our customers the same auditing rights. The findings obtained in this process shall form the basis for further contract awards and for our internal classification (*rating*) of the company.
2. We and the persons authorized to conduct audits as specified in clause 1 are entitled to carry out announced inspections of the supplier's ongoing business operations and to monitor quality assurance measures during normal business hours and with prior notice.
3. Provided we can demonstrate a legitimate legal interest, we have the right to inspect the supplier's relevant documents. Such a legitimate interest exists in particular if this could provide insights that allow us to assess the necessity and handling of a recall.
4. Within the scope of our exercise of rights in accordance with clauses 1 to 3 above, the supplier is not obliged to disclose trade secrets within the meaning of § 2 GeschGehG. (see § 9 (3)), unless the person exercising the audit right has offered the supplier in writing or in text form to conclude a confidentiality agreement

regarding the aforementioned trade secrets within the meaning of § 2 GeschGehG.

§ 24 Minimum Wage Act

1. The supplier undertakes to comply fully with the requirements of the Minimum Wage Act (MiLoG) in relation to its employees and guarantees compliance with the provisions of the MiLoG, including in relation to any subcontractors it may use.
2. If the supplier culpably violates an obligation under the above clause 1, it shall be obliged to indemnify us against any claims by third parties in this regard. Furthermore, in this case, we shall be entitled to withdraw from all contracts with the supplier with regard to the part not yet fulfilled. Claims by the supplier due to the withdrawal are excluded.
3. The supplier undertakes to provide us with evidence of compliance with the provisions of the MiLoG (Minimum Wage Act) with regard to its employees or the employees of subcontractors employed by it immediately upon first request by providing appropriate wage payment records. If the supplier is more than 30 calendar days in arrears, the above clause 2, sentence 2 shall apply accordingly.

§ 25 Shipping documents, customs, export control

1. The country of origin of goods must be documented by suppliers based in the EU by means of a valid (long-term) supplier's declaration (in accordance with the latest version) and by suppliers not based in the EU by means of a proof of preference or certificate of origin. The necessary information for the (long-term) supplier's declaration is our item numbers, the exact country of origin, and the customs tariff number.
2. Any change in the country of origin of the goods must be notified to us immediately and unsolicited in writing or in text form.
3. If it is not possible to issue a (long-term) supplier's declaration, a certificate of origin must be enclosed with the delivery unsolicited and free of charge.
4. The supplier shall indemnify us against all costs and claims by third parties, including any fines, arising as a result of culpably inaccurate, incomplete, or incorrect documents of origin or statements on their part. § 254 of the German Civil Code (BGB) (contributory negligence) remains unaffected. In this respect, the supplier shall also bear the reasonable, customary, and proven legal defense costs (up to EUR 350/hour).
5. Upon initial delivery, the supplier must provide us with a valid supplier declaration (in accordance with the latest version) and all product information relevant to (inter)national goods traffic based on the supplier's performance.

§ 26 Sustainability and occupational safety

1. The supplier undertakes to comply with the applicable legal systems and internationally recognized human rights at its production sites. It guarantees that the production and working conditions there are in accordance with the ILO conventions, the UN Global Compact, the OECD guidelines, the United Nations Universal Declaration of Human Rights, and the UN conventions on the rights of children. If different regulations apply simultaneously, the supplier shall

apply the one that provides the highest level of protection and safety for employees.

2. If the supplier has manufactured products or their precursors to be delivered to us outside the European Economic Area (EEA), the supplier must additionally (i) both for itself and (ii) for all locations outside the European Economic Area upstream of them in the supply and production chain, provide us with a valid social standards certificate issued by a recognized and independent certification body – at least in accordance with the SA 8000 standard or a comparable standard (in particular BSCI or Sedex).
3. We do not accept the use of child labor as defined by the ILO and UN conventions and/or relevant national law. The minimum age for the employment of minors to be observed by the supplier is 15 years, unless ILO exemptions apply. All other regulations for the protection of child and youth workers must also be observed by the supplier. All forms of forced labor, slave labor, and prison labor by the supplier are prohibited. No employee may be forced to work, either directly or indirectly, through violence or coercion.
4. The supplier shall refrain from discrimination. This includes discrimination based on race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, disability, political opinion, membership in a workers' organization or trade union, or other personal characteristics (e.g., skin color). In addition, the supplier/subcontractor shall respect the equal opportunities of its employees.
5. The supplier must provide employees with a written employment contract. The minimum requirements for this are: name, date and place of birth, home address, start date of employment, duration of the employment contract, working hours, content of the performance obligation, remuneration, holiday entitlement, conditions of termination, signature of the employee and employer. In the case of temporary employment, the supplier must ensure that its contractual partner complies with these requirements.
6. The supplier's wages must not fall below the local minimum wage under any circumstances. The social benefits prescribed by law must be granted. Illegal and unjustified wage deductions, particularly in the form of disciplinary measures, are not permitted.
7. The supplier shall comply with the maximum working hours prescribed by law.
8. In particular, the supplier shall ensure safe and healthy working conditions. Regular occupational safety drills and measures shall be carried out by the supplier to prevent accidents and occupational diseases.
9. The supplier is prohibited from any form of physical punishment, threats of violence, harassment, intimidation, or abuse, in particular in physical, sexual, psychological, or verbal form. Disciplinary measures may only be taken in accordance with national laws and internationally recognized human rights.
10. The supplier must ensure that effective complaint mechanisms are in place in its operations and at the operational level throughout its entire supply and production chain for employees to complain about negative effects arising from their work situations. Employees who lodge a complaint based on the principles to be observed in Section 24 of these General Terms and Conditions of Purchase and/or applicable

national/international law may not be subjected to any form of disciplinary or retaliatory measures by the supplier.

11. The supplier must comply with the environmental standards applicable to it and, in addition, strive to continuously reduce and avoid environmental pollution and to constantly improve environmental protection measures in accordance with the principles of sustainable development set out in the 1992 Rio Declaration.
12. The supplier's waste management, handling and disposal of chemicals and other hazardous substances, emissions and wastewater treatment must at least comply with the applicable legal regulations and standards. The supplier shall promote environmentally and socially responsible production.
13. The supplier must submit to us, both for itself and for all those upstream of it in the supply and production chain relating to its deliveries to us for locations outside the European Economic Area, a current environmental certificate at least in accordance with the DIN ISO EN 14001 standard or a comparable standard, issued in each case by a recognized and independent certification institute if the products to be delivered or their precursors are manufactured outside the EEA.
14. The supplier is obliged to carry out appropriate checks at regular intervals throughout its entire supply and production chain in the production facilities concerned to ensure compliance with the requirements relating to § 24 of these General Terms and Conditions of Purchase.
15. We only conclude contracts with suppliers who comply with minimum social and ecological standards in accordance with the Supply Chain Due Diligence Act (LkSG). The supplier guarantees to establish a risk management system in accordance with the LkSG, to carry out regular risk analyses, to implement preventive measures in its own business area with regard to direct suppliers, to take immediate corrective action where necessary, to establish a suitable complaints procedure for this purpose, to fulfill the LkSG's duty of care with regard to indirect suppliers, properly document the aforementioned measures and provide us with evidence of this in a suitable form upon first request.
16. In the event of a breach of the obligations under this § 26, the supplier must immediately take appropriate remedial measures, document them, and provide us with evidence of this without delay.
17. If the supplier culpably violates an obligation under clauses 1 to 16 above, it shall indemnify us against all damages, costs, and expenses (with regard to costs and expenses, insofar as these are customary, reasonable, and proven). The objection of contributory negligence (§ 254 BGB) remains unaffected.
18. If the supplier culpably violates an obligation under clauses 1 to 16 above, the supplier shall owe us a contractual penalty, the amount of which shall be determined by us at our reasonable discretion (§ 315 BGB), taking into account the supplier's remuneration for the contractual service and the likelihood of damage resulting from the breach of duty. The supplier's right to judicial review and reduction of the contractual penalty (§ 315 III BGB) remains unaffected. The assertion of further or other rights, in particular for reimbursement of expenses and damages (taking full account of the contractual penalty), remains unaffected for us. The

contractual penalty may not exceed the amount of EUR 30,000 in individual cases and EUR 300,000 for all conceivable cases in which it is incurred.

§ 27 Advertising reference, severability clause. Place of jurisdiction/arbitration tribunal; choice of law, data storage, data protection

1. The existing business relationship with us may only be referred to for advertising purposes or as a reference to third parties with our express consent.
2. Should any provision of this contract be or become wholly or partially invalid/void or unenforceable for reasons of the law on general terms and conditions pursuant to §§ 305 to 310 BGB (German Civil Code), the statutory provisions shall apply.
If the invalidity of a provision of this contract is based exclusively on another reason, the following shall apply: The invalidity or unenforceability of one or more provisions of this agreement shall not affect the validity of the remaining provisions of this agreement. The same shall apply in the event that the agreement does not contain a provision that is necessary in itself. In such a case, the parties shall replace the invalid or unenforceable provision or loophole with a legally permissible and enforceable provision that comes closest to the economic meaning and purpose of the invalid, unenforceable, or missing provision in the parties' view. The legal principle of § 139 BGB (German Civil Code) shall not apply, including in the sense of a rule on the burden of proof.
3. The law of the Federal Republic of Germany shall apply exclusively. If the requirements of Articles 1 and 3 CISG are met, the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) shall apply.
4. The contract, procedural, and court language is German, provided that the court proceedings take place in the Federal Republic of Germany.
5. The place of performance is the agreed place of delivery/performance; in the absence of such an agreement, it is our registered office.
6. The place of jurisdiction is the registered office of our company. If the supplier's registered office is located outside the Federal Republic of Germany but within the European Union, the exclusive place of jurisdiction shall also be the registered office of our company. However, we shall also be entitled, at our discretion, to sue the supplier at its registered office or at the place of performance.

If the supplier's registered office is located outside the European Union, the following shall apply:

All disputes of any kind between the parties arising from the concluded contract or in connection with its execution, including those concerning the validity of the contract and this arbitration clause, shall be settled by arbitration in accordance with the Rules of Arbitration of the German Institution of Arbitration e.V. (DIS), including the rules for expedited arbitration proceedings, by three arbitrators. The language of arbitration shall be English. An arbitration award may be declared enforceable by the competent state court upon request. There is no right of appeal against the decision of the arbitral tribunal. The decision shall also include a ruling on the costs of the proceedings, including the remuneration of the arbitrators. The place and venue of

arbitration shall be Cologne, Federal Republic of Germany. For the sake of clarity, the parties agree that the state courts shall remain competent for measures of interim legal protection. In this respect, the parties agree that Cologne shall be the exclusive place of jurisdiction. *The above arbitration procedure shall not apply if we choose to bring a claim against the supplier before the competent ordinary court. We must notify the supplier of our choice in writing or in text form before initiating legal proceedings.*

7. We store data from the contractual relationship in accordance with § 26 of the German Federal Data Protection Act and the EU General Data Protection Regulation for the purpose of data processing.
8. The supplier undertakes to comply with the relevant data protection regulations, in particular the provisions of the General Data Protection Regulation (GDPR) and the Federal Data Protection Act, when providing the contractual service as the controller or processor.
9. The supplier undertakes to process the personal data provided by us exclusively in a lawful and transparent manner, in good faith and in accordance with the relevant provisions of data protection law, in particular the GDPR and the Federal Data Protection Act (BDSchutzG), and exclusively for the purpose of providing the contractual services. Any further use of the data, in particular for the supplier's own purposes or those of third parties, requires the prior written consent of the customer. This does not apply to data processing that must be carried out due to legal or official requirements.
10. The supplier undertakes to use only employees who have been familiarized with the relevant legal provisions on data protection and the specific data protection requirements of the order by means of appropriate measures and who, unless they are already subject to appropriate legal confidentiality obligations, have been comprehensively bound to confidentiality in writing for the purpose of providing the contractual services. These obligations must be formulated in such a way that they remain in force even after the termination of this contract or the employment relationship between the employee and the employer, insofar as this is permissible under the relevant labor law.
11. If, in the course of contractual services, personal data is processed by the Contractor in a third country, the Contractor shall ensure an adequate level of data protection in accordance with the relevant legal provisions, in particular the GDPR.

Part B.

Supplementary special conditions for commissioning and assembly services

1. If provisional work (e.g., securing the assembly object against external influences or tipping over, interim storage, etc.) is necessary to fulfill the commissioning and/or assembly services owed by the supplier in order to meet an agreed performance date, the supplier shall bear the costs thereof, provided that this is attributable to him or his sub-suppliers.
2. The supplier shall provide us with a detailed schedule for the assembly and commissioning of the delivery item in writing or text form at least 4 weeks before the start of assembly. The date of receipt of the schedule by us shall be decisive for compliance with the deadline. Any (imminent) impediments to the commissioning or assembly work to be performed must be notified to us

in writing or in text form immediately after they become known. This also applies to impediments that have already been communicated to us verbally or which the supplier assumes we may already be aware of.

3. The supplier must notify us in writing or in text form of the cooperation measures to be fulfilled and owed by us in good time before carrying out commissioning or assembly services and also inform us of the requirements for any construction site. These must not deviate from the cooperation measures or static requirements specified by the supplier in the tendering and bidding phase prior to the conclusion of the contract.
4. Before work begins and during installation that affects our building structure, the structural calculations and the implementation drawings (which may not deviate from the cooperation measures or static requirements specified by the supplier in the tendering and bidding phase prior to the conclusion of the contract) must be submitted for approval in good time so that we have a reasonable period of time for review and necessary changes can still be taken into account without the supplier being released from liability as a result of our review. Rather, the supplier remains solely responsible for the proper performance of the installation work. The installation must be carried out in such a way that the structures are economical for us and correspond to the state of the art at the time of conclusion of the contract. Our planning specifications must be taken into account. We are entitled to pass on the supplier's drawings and plans for the purpose of obtaining quotations for ancillary deliveries/services and/or for the execution of follow-up deliveries/services.

The supplier may only set up or store construction site equipment, machines, devices, scaffolding, materials, components, etc. with our consent or, if such consent is required, with the consent of the responsible building authority. The supplier is obliged to relocate them on request, in particular if they interfere with the progress of the work. The supplier may only use technically sound equipment on the construction site/installation site that has been regularly maintained and inspected in accordance with the manufacturer's recommendations.

Immediately after conclusion of the contract, the supplier must inform himself about the local conditions (such as access routes, space and ground conditions, lines, connections, channels and other systems or facilities) and take these into account in his offer and in the performance of his services. Before commencing work, the supplier must satisfy itself of the condition of the project or construction or the machine/system to be commissioned in order to determine whether it can perform its work without danger and subsequent defects. The supplier must carry out and document a corresponding risk analysis; the documentation must be submitted to us in good time before the start of execution so that we can point out risks or object to them.

5. If mechanical equipment has been installed by suppliers, commissioning and trial operation must take place in consultation with us in accordance with the relevant instructions and at the supplier's risk.
6. Commissioning includes all activities from the end of installation to the point at which the equipment is ready for operation.
7. The supplier must provide the operating resources required for commissioning to the extent necessary, unless otherwise expressly agreed between the parties;

this also applies to the initial filling of a machine or system delivered by the supplier.

8. If there is a delay between the end of assembly and commissioning, the supplier shall draw up a schedule for commissioning in consultation with us and keep specialist personnel on call for this purpose. The same applies to trial operation, unless this takes place immediately after commissioning.
9. The supplier shall inform us in writing or in text form of any commissioning carried out as part of its performance obligation.
10. The supplier shall also:
 - protect its deliveries/services and the associated equipment from external influences (e.g., weather conditions); the same applies to all equipment that is exposed to such influences in connection with the supplier's services.
 - comply with the statutory, official, and other regulations applicable to the performance of the work, at its own expense unless otherwise agreed with us.
 - ensure that our operations are not impaired; entering operating facilities and operating rooms is only permitted with the prior consent of the plant management
 - to carefully check the usability and suitability of any equipment provided by us in individual cases upon request before each use. If the contractor violates this obligation to check, it shall be responsible for the risks associated with use.
 - to assume responsibility for traffic safety for all hazards arising from or in connection with the work to be carried out. The road traffic measures required by the work must be taken in accordance with the road traffic regulations, in public traffic areas in consultation with the road traffic authority and, if necessary, the police, maintained during the construction period, and removed after completion.
11. The personnel employed by the supplier for commissioning and/or assembly must have the necessary experience. The supplier is fully responsible for the safe operation of the construction site, the suitability of the equipment used, compliance with occupational health and safety regulations, the execution of the work, and compliance with all relevant regulations, including our operational safety regulations, which the supplier must request from us. If personnel employed by the supplier violate relevant provisions or regulations or our company safety regulations, we may demand that the supplier immediately replace the personnel concerned.
12. If, in the course of order processing, measures and/or additional deliveries/services become necessary that were not foreseeable at the time the contract was concluded, or if we subsequently request such measures or services, the supplier shall submit corresponding supplementary offers and verifiable calculation documents for the deliveries and services to us *prior to execution*.
In this case, the supplementary offers must be submitted to us in good time so that we are able to review and decide on the offers before the additional deliveries/services are carried out.
The original calculation for the main order shall be used as the basis for calculating the supplementary prices.
In order to review this calculation, we are entitled and authorized, after requesting the supplier and in its
13. presence, to refer to and inspect the original calculation for the order.
13. If an hourly wage has been agreed, overtime shall only be paid by us if absolutely necessary and after express agreement. The hours worked must be submitted to us in writing by the supplier at the end of each working day and certified by our project management. The latter shall not unreasonably refuse to issue such certification. Only hours certified in this manner shall be billable.
14. In the case of assembly work covered by the order, the supplier undertakes to maintain assembly insurance, including coverage of the client's risks, with a sum insured of at least EUR 2.5 million for property damage and EUR 1 million for financial loss, until 24 months after completion of the assembly order, with at least twice the annual maximum. The supplier shall provide us with a copy of the insurance policy and proof of premium payments upon first request. If the equipment supplier is more than 14 calendar days in arrears, we shall be entitled, at our discretion, to withdraw from the entire contract or from the part of the contract relating to assembly.
15. We shall be entitled to suspend the commissioning and/or installation order for up to four weeks without charge.
16. The supplier is obliged to provide a responsible employee (project manager) for the provision of the scope of delivery and services until final acceptance of its services. They must be named to us one week before the start of the commissioning or installation services. The supplier guarantees that the project manager will be present to the extent necessary during commissioning/installation. The project manager is responsible for coordination, scheduling, ongoing commissioning and installation supervision, and the provision of services in accordance with the order.
17. The supplier shall provide us with a progress report on its ongoing services and their results. At our discretion, reporting may be provided once or in the form of regular interim reports (e.g., daily and/or weekly) in accordance with the progress of the work. It must include illustrations of the progress of the services. The supplier shall also provide us with a corresponding weekly progress report by 12 noon on Fridays each week.
In any case, the contractor is obliged to provide the client with a final report in writing at the latest upon completion of its services.
18. In the case of contracts that cover not only the delivery of an item but also its installation, the transfer of risk shall only take place upon completion of the installation, but not before we have been given the opportunity to check that it is complete and functional. Items that require operation or monitoring shall be operated by the supplier on its own responsibility and in consultation with us until completion of assembly or final acceptance and handover to us and shall be protected against deterioration and loss. During this period, the supplier shall ensure that the items are secured, operated, and maintained in a professional manner and in accordance with the manufacturer's specifications.

Brühl, February 2026