

General Terms and Conditions of Purchase of BoyriTEC GmbH

1. General, scope of application

1.1 Our "General Terms and Conditions of Purchase" apply exclusively to companies within the meaning of Section 14 *BGB* [German Civil Code] i.e. natural persons or legal entities which, when concluding a legal transaction, act in the performance of their commercial or independent professional activities.

1.2 Our General Terms and Conditions of Purchase apply exclusively to every contract with our contract partner (hereinafter referred to as **Supplier**). We do not acknowledge any terms and conditions of the Supplier which are contrary to or differ from our General Terms and Conditions of Purchase unless we have expressly approved their validity in writing. Our General Terms and Conditions of Purchase shall also apply if we unconditionally accept a delivery or service of the Supplier in the knowledge of terms and conditions of the Supplier which are contrary to or differ from our General Terms and Conditions of Purchase.

1.3 With the first delivery or performance based on these General Terms and Conditions of Purchase, the Supplier acknowledges that our General Terms and Conditions of Purchase as respectively amended are agreed, also for all other contractual relationships. We shall provide the Supplier with the respectively current valid version of our General Terms and Conditions of Purchase free of charge at first request.

1.4 All agreements concluded between ourselves and the Supplier for the purpose of executing the contract and which go beyond or amend these General Terms and Conditions of Purchase shall be set down in writing in that contract. Any amendments to the contract, modifications or verbal collateral agreements shall only apply if confirmed by us in writing. Verbal collateral agreements are not valid.

2. Conclusion of contracts, content of contracts

2.1 Only written purchase orders with signature or with our electronic mark of origin shall be valid. The content of our purchase order exclusively shall determine the content of the contract.

2.2 The Supplier shall confirm the purchase order in writing within (7) calendar days of the purchase order date. After expiry of this period, we shall have the right to revoke our purchase order. Claims by the Supplier based on a valid revocation shall be excluded. Purchase orders shall be deemed accepted unless the Supplier objects to them in writing or text form within (7) calendar days if we expressly indicated this legal consequence to the Supplier when placing the purchase order.

2.3 We shall have the right to rescind the contract or, in the case of continuing obligations, the contractual relationship, without complying with a time limit, if the financial situation of the Supplier deteriorates to such an extent that it is probable that the Supplier shall not fulfil its contractual obligations or shall not do so in due time. This shall be the case e.g. when the Supplier's credit ranking at recognised rating agencies such as Creditreform, Moody's, Fitch etc. deteriorates to such an extent that we can justifiably, and taking into account the interests of the Supplier, assume that the Supplier shall not fulfil its contractual obligations or shall not do so in due time. Such deterioration exists in particular if the Supplier's credit rating index at Creditreform falls below 499 or the rating at international agencies (Moody's, Fitch etc.) falls to CCC (resp. its equivalent) or lower.

2.4 We shall have the right, also after conclusion of the contract, to request changes to the delivery item at our reasonably exercised discretion (Section 315 *BGB*) if such changes can be reasonably expected of the Supplier.

2.5 The Supplier may award sub-contracts to sub-contractors only with our written consent. We may refuse our consent only for an objective reason. An objective reason exists in particular if there are justified indications that the third party does not have the required qualification to perform the contract properly or does not appear suited for other reasons to performing the tasks which are proposed to be assigned to that third party. Where sub-contractors are called in, the Supplier shall be liable for their services as if they were provided by the Supplier itself.

2.6 All correspondence concerning the implementation of the contract (prices/terms) must be conducted with our purchasing department. All the Supplier's documents must specify our purchase order number and material number, the contact partner and the date of the purchase order/order for services.

3. **Delivery, service, default, contractual penalty**

3.1 Goods shall be delivered DDP (Delivered Duty Paid) unless otherwise agreed in writing. The agreed dates and time limits for delivery and service shall be binding. Compliance with these dates and time limits shall be determined by receipt of the goods in the case of purchase contracts resp. by performance of the services in the case of service contracts, and by execution of the work at our premises resp. at the agreed place of delivery or performance in the case of contracts for work.

3.2 The Supplier shall be obliged to notify us immediately in writing - with prior verbal notice - if circumstances arise or if the Supplier becomes aware of circumstances indicating that agreed time limits for delivery or service cannot be met. This shall also apply if the Supplier is not responsible for delays in delivery or service. We shall be entitled to compensation from the Supplier for the damage resulting therefrom if this duty is violated. If delivery or service is delayed, the Supplier shall provide us with detailed written information about the reason for the delay and the action taken and planned by the Supplier to remedy the situation.

3.3 If goods are delivered earlier than agreed, we reserve the right to return them at the Supplier's expense. If goods delivered early are not returned, the goods shall be stored at the Supplier's expense and risk until the delivery date.

3.4 We shall only accept partial deliveries or partial services if expressly agreed in writing. If a partial delivery has been

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- agreed, the quantity remaining after delivery shall be specified. Invoices for partial deliveries or services shall not be admissible except in the case of a different written agreement.
- 3.5 We shall be entitled to assert our statutory rights in the case of default in delivery or service. After expiry of a reasonable extension of time without result, we shall in particular have the right to claim damages in lieu of performance and to rescind the contract, also if only for the part not yet fulfilled. If we claim damages, the Supplier shall also have the right to prove that it is not responsible for the breach of duty. The above-mentioned extension of time shall not apply if a fixed date has been agreed with the Supplier.
- 3.6 In the case of default in delivery or service, we shall have the right to request a contractual penalty of 0.5 % of the net delivery price for deliveries of goods resp. 0.5 % of the agreed net remuneration per day of default, but not more than 5 % of the net delivery price / net remuneration in total. We reserve the right to assert further statutory rights, in particular to claim damages, taking into account the contractual penalty, as well as the rights specified below. The contractual penalty shall only be deemed not to apply if the Supplier proves that no damage was incurred or that the damage was considerably lower. In the event of the latter, we may request compensation for the damage actually incurred.
- 3.7 During the period of default, we may at our option purchase goods or services from other sources and reduce our purchase orders to the Supplier commensurately in accordance with the amount of goods or services purchased elsewhere, without liability towards the Supplier, or we may instruct the Supplier to purchase the shortages in goods or services from third parties on our behalf at the price agreed with the Supplier.
- 3.8 Acceptance of a delayed delivery or service shall not constitute any waiver of damage claims and the contractual penalty. Reservation of a contractual penalty incurred on account of a delayed delivery or service shall be deemed to be timely if we deduct the sum incurred from the next but one invoice due.
- 3.9 Unless proven otherwise, the quantities, weights, dimensions and delivery quantities determined during our incoming goods inspection shall be binding.
- 4. Shipping regulations, delivery dates**
- 4.1 Delivery items shall be packed appropriately and in an environmentally beneficial manner and delivered using suitable containers and means of transport, as well as in accordance with our respective delivery regulations. The regulations of the *Gefahrstoffverordnung* [German Ordinance on Hazardous Substances] shall apply additionally in the case of hazardous substances and must be complied with.
- 4.2 A delivery note shall be enclosed with each shipment. The delivery note and all shipping documents shall specify the date of dispatch, our purchase order number and material number of the delivery item. If the Supplier fails to do this, we shall not be responsible for any delays in processing. Any costs incurred by us due to non-compliance with the above stipulations shall be reimbursed by the Supplier.
- 4.3 The delivery period or delivery date specified in our purchase order shall be binding for the Supplier.
- 4.4 Unless agreed otherwise, the ordered goods shall generally be delivered "free domicile" and at the Supplier's risk up to the time of complete delivery at the contractually agreed place of receipt or use.
- 4.5 The respectively relevant tariff, transport and packaging regulations of the post office and railway, for transport by road, sea or air etc. shall be observed when shipping goods. In particular, customs regulations and regulations governing hazardous substances shall be observed. If we have not explicitly specified certain transport requirements, the most advantageous means of transport for us shall be selected in each case.
- 4.6 If the services of sub-contractors are enlisted, they shall specify the Supplier as their customer in correspondence and shipping documents, stating the purchase order data specified above.
- 5. Product identification**
- The goods delivered shall be identified in line with any statutory provisions and EC/EU directives. The Supplier undertakes prior to delivery to forward all necessary product information in the latest form in due time, relating in particular to composition and durability e.g. safety data sheets, processing instructions, identification instructions, assembly instructions, industrial safety measures and specifications etc.
- 6. Proof of performance and acceptance**
- 6.1 Any contractually specified proof of performance and acceptance shall be effected free of charge for us and documented by both parties in writing.
- 6.2 Fictitious acceptance shall be excluded.
- 6.3 Formal acceptance as defined by paragraph 6.1 above shall also be required for the remuneration to become due under contracts for work and materials.
- 7. Prices, payment**
- 7.1 Unless otherwise agreed, agreed prices are fixed prices free domicile and include all costs for packaging and transport to the specified place of receipt or use, customs formalities and customs duties etc.
- 7.2 The applicable value added tax is not included in the price. Value added tax valid on the date of invoicing shall be indicated separately on the invoices. Price increases shall be subject to our written consent. Purchase order data must be specified on the invoice. Invoices shall be sent under separate cover after delivery to the invoice address specified in our purchase order/order for services.
- 7.3 Payment shall be made at our option, also as regards the mode of payment, as follows:
- (a) Unless agreed otherwise, invoices shall be paid by us net within 30 days. The time limit for payment shall begin to run as of delivery of the goods to the place of receipt (shipping address) resp. acceptance of the service or work and receipt of the invoice at the invoice address specified in the purchase order/order for services.
- (b) If we make payment within 14 days of receiving the invoice and goods, we shall have the right to deduct a discount of 3 %.

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- 7.4 The payment term shall not begin to run before we have received complete delivery resp. complete provision of the service and an invoice specifying the contractual value added tax and purchase order number as well as the Supplier's tax identification number.
- 7.5 We reserve the right to select the mode of payment. If payment is made by bank transfer, our payment obligation shall be deemed to have been discharged in due time when the bank transfer order was forwarded to our bank.
- 7.6 If a delivery or service is accepted early, the due date shall be determined by the originally agreed date for delivery or service. Payments shall not constitute a waiver of any notice of defects nor do they constitute any acknowledgement of execution in accordance with the contract.
- 7.7 In the event of incomplete or faulty delivery or service, we shall have the right to withhold payment in full or in part until the delivery or service has been duly effected. The Supplier's right to withhold and set off against our claims shall only apply to those claims acknowledged by us or determined by declaratory judgment unless the counterclaim is based on a violation of material contractual obligations by us (see paragraph 20.1).
- 7.8 If there are several claims, the Supplier shall not oppose our determination of the claim to be set off.
- 8. Force majeure**
Notwithstanding our other rights, force majeure, industrial disputes, operational disruptions for which we are not responsible, riots, administrative measures and other comparable events, which were unavoidable for us and not caused by our negligence, shall entitle us to rescind the contract in whole or in part if such events are of significant duration and result in a substantial reduction of our requirements.
- 9. Retention of title**
9.1 If the Supplier's general terms and conditions provide for delivery only subject to retention of title, a *simple* retention of title only shall be deemed agreed. In such case, the Supplier shall authorise us to process and sell the goods in the due course of business.
9.2 We shall not acknowledge any enlarged and/or extended retention of title.
- 10. Inspection for defects, liability for defects**
10.1 The Supplier shall carry out quality assurance of a suitable type and scope which always complies with the latest state of the art and official as well as statutory requirements, which in particular ensures adequate control of all outgoing goods with regard to the contractually agreed specifications, including the requirements in accordance with these General Terms and Conditions of Purchase, and shall provide us with evidence of this in a suitable form at our first request. A corresponding quality assurance agreement shall be concluded with us at our first request.
10.2 The parties agree that the incoming goods inspection pursuant to § 377 of the German Commercial Code (HGB) shall be limited by us to externally visible transport damage and deviations in quantity, insofar as this is relevant for the respective contract. In this respect, a complaint period of 10 days from delivery shall apply in accordance with section 3 of these General Terms and Conditions of Purchase. Defects which are not recognisable to us according to the above standard (e.g. defects/functional faults after commissioning of technical goods, e.g. incorrect configurations, etc.) must be reported to the Supplier by us immediately after their discovery.
- 10.3 We shall be entitled to assert full statutory claims based on defects. In any event, if defects are found, in the case of purchase contracts or contracts for work, we shall have the right to request the Supplier at our option to remedy the defect or deliver new goods. We expressly reserve the right to damages, especially damages in lieu of performance.
- 10.4 If we incur costs due to a breach of duty by the Supplier based on the delivery of defective goods, especially costs for transport, road charges, labour and/or material costs, or costs for an incoming goods inspection required which exceeds the normal scope, the Supplier shall reimburse such costs to us.
- 10.5 If defective goods are returned, the Supplier shall bear the risk of loss and deterioration of the goods.
- 10.6 The limitation period for breach of duty due to defective performance is 36 months as of the passing of risk, and 30 years for defects of title.
- 10.7 In addition to cases provided for by law, in which the limitation period is suspended, the limitation period for claims and rights in the event of breach of duty due to defective performance shall also be suspended during the time between giving notice of defects and completion of rectification.
- 11. Warranties by the Supplier, REACH, procedure in the event of breach of duty due to defective performance**
11.1 The Supplier warrants that all deliveries / services are state of the art, comply with relevant national and European legal provisions as well as the regulations and guidelines issued by public authorities, employers' liability insurance associations and professional associations in the Federal Republic of Germany. In addition, the Supplier shall be responsible for the environmental compatibility of the delivered goods and packaging materials. Insofar as it is necessary to diverge from these regulations in individual instances, the Supplier shall be obliged to obtain our written consent for this. This consent shall not affect other obligations under purchase contracts or contracts for work, including any guarantees as to the quality of the goods or work.
11.2 The Supplier undertakes in particular to comply with the specifications and measures resulting from Regulation (EC) No 1907/2006 of 18 December 2006 (REACH Regulation) in respect of all substances, preparations and articles (goods) supplied/provided to us. If the Supplier violates these obligations under the REACH Regulation relating to the Supplier, we shall have the right to rescind the contract because the goods supplied by the Supplier do not or no longer comply with the requirements of the REACH Regulation.
11.3 A CE mark must be affixed to technical work equipment within the meaning of the EU Machinery Directive. The scope of delivery includes required documentation, an EC declaration of conformity and operating instructions in German.
11.4 If the delivered goods or the work due or the service provided do not conform to an assumed guarantee or warranted property, the Supplier shall be liable for all resulting damages, including consequential damages.

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- 11.5 We shall have the right to request the Supplier to present certificates of origin and inspection for the goods to be delivered. the goods are subject to the "U.S. Export Administration Regulations";
- 11.6 If material defects occur in the delivery items during the warranty period, the Supplier may first make supplementary performance within a reasonable period of time, if this can be expected of us, whereby we shall in principle be entitled to choose the manner of supplementary performance. The Supplier shall have the right to refuse our chosen manner of supplementary performance subject to the conditions of Section 439 (2) *BGB*. (b) all applicable export list numbers;
- 11.7 Our claims for damages resp. compensation for wasted expenditure shall not be affected. All costs incurred for supplementary performance, replacement delivery or repair (labour / material / transport / any recall required etc.) shall be borne by the Supplier. (c) the commodity codes pursuant to the current commodity classification in foreign statistics and the HS ("Harmonized System") code;
- 11.8 We shall have the right, without this relieving the Supplier from its duty, to remedy a defect ourselves at the Supplier's expense in the case of imminent danger or particular urgency or if the defects are of a minor nature and the cost of remedying them does not exceed more than 5 % of the net delivery price for the defective goods or a particularly high loss is imminent in proportion to the delivery price. (d) the country of origin (non-preferential origin);
- 11.9 In the case of defects in title, the Supplier shall additionally indemnify us against any third-party claims. (e) whether the goods supplied are in principle suitable for use in armaments, nuclear facilities or weapon technology;
- 11.10 If we take back goods produced and/or sold by us on account of defects in the goods delivered by the Supplier or if our selling price was reduced for this reason or if claims were otherwise asserted against us for this reason, we reserve the right to seek recourse against the Supplier, without having to set the otherwise required time limit in order to exercise our rights based on defects. (f) if required by us, the export control data and foreign trade data i.e. the Supplier's declarations relating to preferential origin (in the case of European suppliers) or the certificates issued in connection with the securing of preferential treatment (in the case of non-European suppliers).
- 11.11 Notwithstanding the above-mentioned provision, the limitation period for breach of duty due to defective performance in the form of material defects shall begin to run at the earliest two months after the date on which we have satisfied the claims made against us by our customer on account of the defect but at the latest five years after delivery by the Supplier. 12.3 In the case of changes in the origin or properties of goods or services or the applicable foreign trade law, the Supplier shall update and notify the export control data and foreign trade data in writing as early as possible but at the latest 21 days before the delivery date.
12. **Export control data and foreign trade data** 12.4 The Supplier shall bear expenses and damages which can be proved (including internal handling charges and administrative costs) which we incur due to an error or incorrectness of export control data and foreign trade data. The Supplier shall, therefore, be obliged to indemnify us against all damages which we incur due to the culpable violation of the foregoing obligations pursuant to paragraph 12.1 to 12.3. The scope of the damages to be reimbursed shall also include the reimbursement of all necessary and reasonable expenses which we incur or have incurred, in particular the costs and expenses for any legal defence and any official administrative fines or penalties.
- 12.1 The Supplier is aware that the export of certain goods by us may be subject to a licence e.g. because of their nature or intended purpose or final destination. The Supplier shall, therefore, meet the respective requirements of national and international export, customs and foreign trade law for all goods to be delivered abroad and services to be provided abroad and shall obtain the required export licences unless, according to the applicable foreign trade law, it is not the Supplier but ourselves or a third party who is obliged to apply for the export licence. 13. **Product liability, exemption from liability, third-party liability insurance**
- 12.2 The Supplier shall provide us as early as possible but at the latest one (1) month before the planned delivery or provision of the services with all information and data in writing which we require to comply with the applicable foreign trade law in the case of import and export and in the case of resale if the goods and services are re-exported. The Supplier shall in particular indicate the following information to us for each individual unit of goods/service: 13.1 If the Supplier is responsible as well as ourselves to a third party for product damage in external relations, the Supplier shall, unless agreed otherwise in writing, be obliged to indemnify us in this respect at first request against all third-party damage claims if the origin lies within the Supplier's organisation and sphere of control. In addition to the payment of damages to third parties, the Supplier's duty to indemnify shall include as well the costs of reasonable legal defence, recall costs, costs for testing and inspection, costs for replacement and our reasonable administrative costs and other expenses for processing the damage.
- (a) the "Export Control Classifications Number" pursuant to the "U.S. Commerce Control List" (ECCN) if 13.2 In connection with its liability for events of damage within the meaning of Art. 13 (1), the Supplier shall also be obliged to reimburse any expenses as defined by Sections 683, 670 *BGB* and Sections 830, 840 and 426 *BGB* resulting from or in connection with a recall campaign implemented by us. This shall apply in particular to recall campaigns within the scope of the *Produktsicherheitsgesetz* [German Product Safety Act]. Where possible and reasonable, we shall inform the Supplier of the content and scope of the recall measures to be implemented and shall give the Supplier the opportunity to comment. Other statutory rights shall not be affected.
- 13.3 The Supplier must maintain third-party liability insurance with terms customary in the industry, with minimum cover-

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- age of EUR 5 million for each event of damage, for the duration of the contractual relationship including warranty period and limitation period. The Supplier must prove the existence of such insurance to us on request; lower coverage shall be agreed with us in individual cases.
- 14. Access to the company site by vehicle or on foot**
The instructions of our specialised personnel and/or the works security staff shall be followed when our company site is accessed by vehicle or on foot. Due prior notice shall be given before entering our site by vehicle or on foot. Regulations of the StVO [German Road Traffic Regulations] and the StVZO [German Road Vehicle Registration Regulation] shall be observed.
- 15. Waste disposal**
If the Supplier's deliveries / services produce waste as defined by German waste legislation, the Supplier must recycle and/or dispose of such waste at its own expense, unless agreed otherwise, in accordance with the provisions of waste legislation. Ownership, risk and responsibility under waste legislation shall pass to the Supplier at the time the waste is produced.
- 16. Third-party property rights**
16.1 The Supplier shall be responsible for ensuring that third-party rights are not violated in connection with the Supplier's delivery or service.
16.2 If a claim is brought against us by a third party for violation of property rights, the Supplier shall be obliged to indemnify us against such claims at first written request. We shall not have the right to enter into any agreements, in particular to conclude a settlement, with the third party without the Supplier's consent.
16.3 The Supplier's duty to indemnify shall apply to all expenses which we necessarily incur through or in connection with the claims asserted by a third party, especially also the costs of legal defence and administrative costs as well as all costs incurred in obtaining the necessary replacement.
16.4 If the sale and/or use of the delivery item or the work result to us resp. by us is prohibited, the Supplier shall at our option either obtain the right of use for us at its expense or shall modify the delivery item or work result at its expense in agreement with ourselves in such a way that the violated property right is not affected.
16.5 The limitation period for the claims specified in paragraphs 16.1 to 16.4 is 10 years as of conclusion of the contract.
- 17. Documents and confidentiality, protection of know-how**
17.1 All business or technical information and data of any kind, which we have made available, including characteristics contained in any items, documents or data provided and other know-how or experience - hereinafter collectively referred to as "information" - shall be treated confidentially by the Supplier in relations with third parties, for as long as and to the extent that the information is not proven to be in the public domain, and may only be made available to those persons at the Supplier's own company who necessarily have to be called upon to use such information for the purpose of delivery to us and who have likewise given a written undertaking to maintain confidentiality. The information shall remain our exclusive property.
- 17.2** Such information may not be duplicated or used for commercial purposes other than for deliveries or services for us without our prior written consent.
17.3 The above agreement concerning confidentiality and use of information shall also survive termination of the delivery relationship until the respective information or characteristic lawfully enters the public domain.
17.4 At our request, all information and data obtained from us (at our request, including copies or records made) and items provided on loan shall be returned to us immediately and in full, or destroyed and their destruction confirmed in writing.
17.5 We reserve all rights to such information and data (including copyrights and the right to use industrial property rights such as patents, industrial designs, protection of proprietary rights etc.). If these were made available to us by third parties, this reservation of rights shall also apply in favour of such third parties.
17.6 Products manufactured according to documents prepared by us or according to our confidential information may not be used by the Supplier itself, nor offered or supplied to third parties unless the information which we have specified has lawfully entered the public domain or is state of the art.
17.7 Drawings, drafts etc., which the Supplier has produced on the basis of our special information, shall become our unrestricted property without additional remuneration. Declarations to the contrary by the Supplier, e.g. relating to documents provided to us, shall not be binding.
- 18. Safety regulations**
18.1 For the Supplier's deliveries resp. services, the Supplier shall comply with applicable safety regulations and the agreed parameters resp. limit values which correspond to the state of the art resp. go beyond the state of the art.
18.2 The Supplier undertakes to use only materials which conform with the respectively applicable statutory safety requirements and safety regulations. This shall also apply with regard to regulations designed to protect the environment. This obligation shall include all regulations in force for Europe, including the country of manufacture, as well as the regulations of the importing countries notified to the Supplier with our purchase order, if they differ from the former.
18.3 If we intend to supply the delivery item to a new foreign market, we shall notify the Supplier of this immediately. The parties shall inform themselves with regard to more stringent quality and/or manufacturing standards in force there. If the Supplier does not declare within a period of one month that it is familiar with and can comply with the new quality and/or manufacturing standards, it shall be deemed agreed that the Supplier is familiar with and complies with the quality and/or manufacturing standards in force there.
18.4 If the Supplier's goods do not meet the requirements imposed in paragraphs 18.1 to 18.3, we shall have the right to rescind the contract. This shall not affect further damage claims.
18.5 Planned changes to the delivery item or object of performance must be notified to us in writing. They shall require our prior written consent.

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- 19. Quality management system, audits**
- 19.1 The Supplier must maintain a comprehensible and auditable **quality management system** which corresponds to the delivery and service (e.g. pursuant to ISO 9000 et seq.) and energy management (e.g. pursuant to ISO 50001).
- 19.2 We shall have the right to audit the Supplier ourselves or have an expert of our choice perform the audit. This shall include an inspection of the Supplier's operations and quality assurance system and a subsequent assessment. Findings obtained here shall form the basis of our awarding further orders and our internal rating of the company.
- 20. Liability, exclusion and limitation of liability**
- 20.1 We shall be liable according to statutory provisions for our own intentional or grossly negligent breach of duty and intentional or grossly negligent breach of duty by our legal representatives or vicarious agents. We shall also be liable according to statutory provisions for the violation of material contractual obligations, in the case of any negligence, and in the event of impossibility for which we are responsible and in the event of injury to life, limb and health, in the case of any negligence, also caused by legal representatives or vicarious agents and in other cases of mandatory statutory liability.
- "Material contractual obligations" are obligations that protect the legal positions of the Supplier which are material to the contract and which have to be granted to the Supplier under the contract in terms of subject matter and purpose. Material contractual obligations are also obligations, the fulfilment of which makes the due performance of the contract at all possible in the first place, and where the Supplier regularly relies on and may rely on compliance with such obligations.
- 20.2 In cases other than those stated in paragraph 20.1 above, we shall be liable according to statutory provisions as well for culpable breach of duty, irrespective of the legal nature of the claim asserted, in respect of all damage claims asserted against us arising from this contractual relationship but not in the case of slight negligence.
- 20.3 In the event of our liability under paragraph 20.2 above and in the event of liability without negligence, especially given initial impossibility and defects of title and also in the case of violation of a material contractual obligation, we shall be liable only for typical and foreseeable damage unless we or our executives or vicarious agents are reproached with intentional or grossly negligent breach of duty.
- 20.4 Liability for damage other than the liability provided for in the above paragraphs shall be excluded without regard to the legal nature of the asserted claim. This shall apply in particular to damage claims arising from negligence when concluding a contract, other breach of duty or claims in tort for compensation in respect of property damages pursuant to Section 823 *BGB*.
- 20.5 Exclusion resp. limitation of liability according to the foregoing paragraphs 20.1 to 20.4 shall apply to the same extent for the benefit of our executive and non-executive employees and other vicarious agents as well as our subcontractors.
- 20.6 Claims by the Supplier for damage from the contractual relationship may only be asserted within a preclusion period of one year as of commencement of the statutory limitation period. This shall not apply if we are culpable of fraudulent intent, gross negligence or intent.
- 20.7 There is no connection between the reversal of the burden of proof and the foregoing provisions.
- 21. Manufacturing Equipment, Manufacturing Documents**
- 21.1 Models, testing devices, tools, special equipment, moulds, samples, drafts, plans, projects, drawings and other production equipment or production documents (collectively "Production Equipment") which are made available by us to the Supplier or are produced by us shall remain our property and may not be used, reproduced or made available to third parties by the Supplier - or the products manufactured thereon - for purposes other than the execution of the delivery without our prior written consent.
- 21.2 If the aforementioned means of production are manufactured by the Supplier on our behalf or procured by the Supplier from third parties and the Supplier receives remuneration from us for this, ownership shall pass to us at the latest upon full payment of the remuneration. If the Supplier remains in possession of the means of production or production equipment, we shall lend them to the Supplier. In this case, the Supplier shall provide for the maintenance, upkeep and insurance of the means of production at its own expense.
- 21.3 The means of production owned by us or our customers, including the current documentation for the means of production, shall be handed over to us at any time upon request, but shall remain with the Supplier until such a request is made.
- 21.4 The Supplier shall be responsible for checking the usability of any production equipment made available by us. This also applies to articles which are handed over to the Supplier for processing under contract.
- 21.5 The Supplier shall be liable for damage, deterioration, destruction or loss of means of production or production documents in accordance with the statutory provisions.
- 21.6 The Supplier shall clearly mark all means of production owned by us as our property in accordance with our specifications.
- 21.7 The Supplier shall make available free of charge (production) drawings and possibly general drawings, operating manuals, maintenance instructions, programmes etc. as well as complete documentation for non-series-produced plants, apparatus, machine parts and tools which are subject to wear and tear. We thereby obtain the right to use these documents for the manufacture of spare parts, modifications to delivered items or the like ourselves or through third parties.
- 22. INCOTERMS**
- If our purchase order includes a clause stipulated in the INCOTERMS, the INCOTERMS as last amended shall apply to the respective clause unless otherwise stated in our purchase order.
- 23. Mindestlohngesetz (MiLoG) [German Minimum Wage Law], guarantee of a minimum wage**
- 23.1 The Supplier declares and undertakes to employ its own personnel, especially if they are called upon to fulfil the contractual obligation with respect to ourselves, according to the respectively valid provisions of the *Mindestlohngesetz*, in particular to pay them the minimum wage provided for in the *Mindestlohngesetz*.

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23.2 The Supplier shall, at our request, immediately provide proof by submitting relevant documents (especially time sheets and pay slips) that the Supplier complies and has complied with the respectively valid provisions of the *Mindestlohn-gesetz*, in particular pays the specified minimum wage.

23.3 The Supplier shall, without being requested to do so, provide us with the proof of compliance with the provisions of the *Mindestlohngesetz* described in paragraph 22.2 as of 30.06. and 31.12. of each calendar year.

23.4 If the Supplier uses a further contractor, service provider or other sub-contractor to fulfil its contractual obligations towards us, the Supplier undertakes to bind such party fully as well to provide proof in respect of compliance with the provisions of the *Mindestlohngesetz*. The Supplier further undertakes at our request to provide us with a copy of proof of the sub-contractor's compliance with the *Mindestlohngesetz*.

23.5 The Supplier undertakes to verify compliance by the contractors, service providers or other sub-contractors engaged by the Supplier with the provisions of the *Mindestlohngesetz* on a regular basis and in individual cases for specific reasons and to notify us immediately, without being asked to do so, of the result of this verification.

23.6 If the Supplier fails to comply with the above obligations or fails to do so in full or incorrect information concerning compliance with the *Mindestlohngesetz* is provided, we shall have the right to end the contractual relationship with the Supplier without complying with a period of notice. Such right of termination shall also exist if a contractor, service provider or other sub-contractor, whose employees are used to fulfil the contractual obligations of the Supplier towards ourselves, fails to comply with the provisions of the *Mindestlohngesetz*.

The allegation of a violation of the provisions of the *Mindestlohngesetz* shall suffice unless the Supplier can fully and verifiably disprove this allegation within a period of 10 days after knowledge of the allegation. No prior notice shall be required.

23.7 The Supplier shall compensate us for any damage arising directly or indirectly from the violation of the above obligations or from the termination of the contract.

23.8 The Supplier shall indemnify us at first request against any third-party claims and rights, also those of sub-contractors, service providers and other contractors of the Supplier as well as any payments of fines for violation of the *Mindestlohngesetz* including the costs of legal defence if they are based on a contravention by the Supplier of one of the obligations arising from this declaration.

We can furthermore request the Supplier, if a claim is made, to provide adequate securities in line with the potential amount of damage.

24. Data protection

The parties are responsible for compliance with all relevant statutory data protection provisions, in particular the German Data Protection Regulation (DSGVO) and the German Federal Data Protection Act (BDSG), as well as for the lawfulness of data transfer and data processing of personal data. The parties undertake to process personal data provided by each other exclusively in a lawful and transparent manner and exclusively for the provision of the contractual services.

25. Spare parts

25.1 The Supplier shall be obliged to hold spare parts available for the goods supplied to us for a period of at least 15 years after the delivery.

25.2 If the Supplier intends to discontinue the production of spare parts for the goods supplied to us, the Supplier shall notify us of this immediately after deciding to discontinue them. This decision must be made, subject to paragraph 1, at least one year before production is discontinued.

26. Place of jurisdiction, applicable law, final provisions

26.1 Place of jurisdiction is the location of the registered seat of our company/Federal Republic of Germany unless another place of jurisdiction is prescribed by law. However, we are also entitled to sue the Supplier at its general place of jurisdiction.

26.2 The Law of the Federal Republic of Germany shall apply exclusively to all legal relations between the Supplier and ourselves, excluding the UN Sales Convention. The above provisions shall also apply if the Supplier is a foreigner or its registered office is located abroad.

26.3 Place of performance is in general the geographical location of the goods specified by us in writing, otherwise the location of the registered office of our company. Place of performance for payments to us is the registered office of our company.

BoyriTEC GmbH, Version 06/22