



**SLM Solutions Group AG ("SLM")  
General Terms and Conditions of Purchase  
("GTCP")**

**For exclusive use, vis-à-vis entrepreneurs who, at the time the contract is concluded, are acting in the exercise of their commercial or self-employed professional activity or are a legal entity or are a legal entity under public law or a special fund under public law.**

## 1. Scope of application

All deliveries are based exclusively on these General Terms and Conditions and any separate contractual agreements. Deviating terms and conditions of the contractor ("**Contractor**") shall not become part of the contract, even if SLM accepts an order or delivery. They shall not apply even if they have not been expressly objected in individual cases. The GTCP shall be deemed accepted by the Contractor at the latest upon execution of the delivery or service (delivery and service hereinafter both together referred to as "**Delivery**"). They shall also apply if SLM accepts the Delivery without reservation in the knowledge of conflicting terms and conditions of the Contractor. Unless otherwise agreed, the GTCP in the version valid at the time of SLM's order or, in any event, in the version most recently communicated to Contractor in text form shall also apply as a framework agreement for similar future contracts without SLM having to refer to them again in each individual case.

## 2. Conclusion of contract

- 2.1. SLM orders, contracts and Delivery schedules (hereinafter collectively referred to as "**Orders**") are subject to change without notice, unless SLM has marked them as binding.
- 2.2. If SLM submits Orders marked as binding, SLM shall be bound by them for a period of four (4) weeks after submission of the Order.
- 2.3. The Order from SLM shall be deemed to be binding at the earliest upon written submission or confirmation. The Contractor must notify SLM of obvious errors (e.g. typing and calculation errors) and incompleteness of the Order including the Order documents for the purpose of correction or completion prior to their acceptance; otherwise, the contract shall be deemed not to have been concluded. The Contractor shall issue SLM with a corresponding written order confirmation within three (3) working days of receipt of the Order. If the Contractor does not accept the Order within ten (10) working days of receipt, SLM shall be entitled to revoke it.

- 2.4. If the order confirmation deviates from the Order, SLM shall only be bound if SLM has agreed to the deviation in writing. Silence on the part of SLM with regard to such deviation shall not constitute consent. The payment of invoices shall not constitute consent either.

- 2.5. Subject to clause 2.4 above, an Order shall be deemed to have been accepted and shall be binding on both parties as soon as

- a) the Contractor begins to provide the service, regardless of the type of service,
- b) the Contractor sends an invoice for the service to SLM,
- c) the Contractor accepts payments in connection with the contract; or
- d) the Contractor does not object to a received Order within five (5) working days after sending the Order to the Contractor, provided that SLM has expressly referred to this legal consequence in the Order.

- 2.6. SLM shall be entitled to demand changes to the delivery in design and construction at any time. The Contractor is obliged to conduct such changes without undue delay. The Contractor may object the request for changes if the implementation of the changes is unbearable/commercially unreasonable for him. If an adjustment of the Delivery contract is necessary due to a change, in particular with regard to the additional or reduced costs, the parties shall settle this by mutual agreement. If these changes lead to additional or reduced costs, any Order from SLM must be placed by the SLM purchasing department.

## 3. Contract content

- 3.1. Unless the delivery of goods or products is owed exclusively and nothing else has been contractually expressly agreed, the Contractor owes the success of the contractually agreed Delivery. The Delivery must be suitable in particular for the purposes agreed in the contract.
- 3.2. Whenever the products are intended to be used in a specific installation in accordance with the respective contract, the Contractor shall ensure the necessary interfaces and compatibility with the said installation.
- 3.3. In order to provide the contractually agreed services, the Contractor shall appoint suitable and sufficiently qualified employees. An exchange of employees can only be made with the express written consent of SLM. The Contractor may only invoke the breach of obligations to cooperate after notification of a complaint and futile expiry of a reasonable period of time set in writing.
- 3.4. If the Delivery includes services or work and if these are performed on the SLM factory premises or on a construction site of SLM and/or of SLM customers, the Contractor undertakes to ensure that his employees and each of his subcontractors and

other third parties working for it comply with the service, technical, environmental, health and safety regulations applicable on the factory premises or construction site. This includes the toleration of security checks. The Contractor shall request the relevant provisions from SLM or via SLM.

- 3.5. Unless otherwise agreed in writing, offers, the production of drafts, the manufacture of samples, models or specimens by the Contractor as well as drawings, files, documentation and records of the Contractor shall be supplied free of charge to SLM, in the case of electronic data in accordance with the technical requirements pursuant to § 5 ERVV (Elektronischer-Rechtsverkehr-Verordnung, German Electronic Legal Transactions Ordinance), and SLM shall be supplied to the extent agreed in each case. In any case, all drawings, files, documentation and records required for the proper use, installation, assembly, processing, storage, operation, maintenance, inspection, servicing and repair of the Delivery, which comprehensively describe the function of the delivered item, as well as those required for obtaining permits or similar, shall be supplied free of charge. SLM is entitled to use these drawings and documents for the production of spare parts, modifications and the like - also by commissioned third parties.
- 3.6. The Contractor shall not be entitled to commission third parties and/or subcontractors with the provision of the Delivery or partial deliveries without the prior written consent of SLM. In any case, the Contractor shall remain responsible for the contractual performance of the Delivery. The Contractor shall bear the procurement risk for his services, unless otherwise agreed in individual cases (e.g. limitation to stock).
- 3.7. During the term of the contract, the parties, will identify potential savings through regular value analyses. Should savings potentials arise, the parties will adjust the series price.

#### 4. Documentation

The delivered products must be accompanied by the necessary documents that enable the correct allocation and processing of the Delivery at SLM and are part of the scope of Delivery with regard to each individual delivery contract. Furthermore, as part of the delivery of goods or products, the Contractor shall provide all operating and maintenance instructions, drawings, calculations, technical data, logic diagrams, licenses, progress reports, quality certificates, consignment notes, information and documents relevant to foreign trade (e.g. statistical commodity numbers, customs tariff numbers, certificates of origin, information and information on export control, export permits, licenses, individual or long-term supplier declarations) as well as all other documents the provision of which is required by contract and/or applicable law.

#### 5. Industrial property rights

- 5.1. All information and all know-how, including drawings, specifications and other data provided by SLM in connection with the contract and all documents or data derived from this information and this know-how shall remain the property of SLM at all times and may be used by the contractor exclusively for the purpose of fulfilling the contract.
- 5.2. Unless the works in question are copyrightable works for which the special regulation according to the following item 5.3. applies, all data, ideas, results, findings, inventions (whether patentable or not), discoveries or know-how of the Contractor, his employees, his subcontractors or other third parties engaged by the Contractor, which are created, made or performed in connection with the performance owed under the contract and which are necessary for the purpose of the Delivery ("**Work Results**"), shall be the sole property of SLM, and SLM alone shall be entitled to use and exploit them without any restrictions in terms of time, space and subject matter. The Contractor undertakes to inform SLM immediately of all Work Results and to make all Work Results available to SLM. The information provided by the Contractor must be so extensive and detailed that SLM is able to decide whether SLM requests the Contractor to transfer the rights in accordance with the following provisions. At SLM's request, the Contractor shall provide additional information (both verbally and in writing). The Contractor undertakes to transfer all rights to the Work Results to SLM at SLM's request. In particular, the Contractor undertakes to transfer all industrial property rights to the Work Results (including patents, patent applications and utility models) to SLM at SLM's request. The Contractor shall make all declarations necessary for the transfer and shall prepare and sign documents as well as support SLM to the best of its ability with regard to the application for registration, maintenance and defense of the industrial property rights.
- 5.3. In respect of copyrights and all rights relating to copyrightable works of the Contractor, his employees, his subcontractors or other third parties engaged by the Contractor, which are created in connection with the performance owed under the contract and which are necessary for the purpose of the Delivery ("**Work**"), the Contractor undertakes to grant SLM an exclusive, transferable right, unlimited in time, space and content, to comprehensive use and exploitation in all types of use, in particular the right to duplicate, distribute, broadcast, publicly reproduce and make available, demonstrate, archive and transfer as well as to use such types of use which are still unknown at the time of conclusion of the contract (§ 31a UrhG (Urheberrechtsgesetz, German Copyright Act)). The Contractor undertakes to grant SLM a free right of editing insofar as the Work requires adaptation in order to use it in SLM's interest, in particular, to reuse it. Technical adaptations and/or format changes are permitted without restrictions. Furthermore, the

Contractor undertakes to grant SLM the right to digitalize the Work Results at will, i.e. ,in particular, the right to reproduce and/or distribute and make the Work publicly accessible (alone or together with other products) in any number on digital data carriers, print media, online media, advertising films, newsletters or other mailing campaigns and presentations. In the case of works of art, the Contractor waives the right to be named and ensures a corresponding waiver by his employees, his subcontractors or other third parties that the Contractor engages, unless otherwise specified in writing for individual cases in the Order. The Contractor shall ensure, through appropriate agreements with his subcontractors and third parties, that the Contractor is able to fulfil his obligations to transfer and/or grant rights.

- 5.4. The transfer and/or granting of rights in accordance with the above provisions shall be finally settled with the contractually agreed remuneration for the respective Order.
- 5.5. The Contractor shall keep the Work Results and Works and all details communicated to him in this respect secret in accordance with Section 21. This applies in particular with regard to the smooth execution of an application for industrial property rights.
- 5.6. The provisions of this Section 5 shall apply mutatis mutandis to that part of the Work Results or Works which the Contractor, his employees, his subcontractors or other third parties whom the Contractor engages, jointly created, performed or made with SLM and/or SLM employees; this shall apply in particular in the event that the Contractor, his employees, his subcontractors or other third parties whom the Contractor engages are co-inventors.
- 5.7. Insofar as SLM and/or SLM employees make inventions under the contract during the term of the contract, the rights to and from these inventions shall be the exclusive property of SLM. The same applies to all data, ideas, results, findings, inventions (whether patentable or not), discoveries or know-how of SLM or SLM employees. No rights - of whatever kind - of the Contractor exist in this respect.
- 5.8. If rights to Work Results have been transferred to SLM at SLM's request, SLM shall assume at SLM's expense the preparation and execution of applications for industrial property rights in favor of SLM.

## 6. Prices, terms of payment

- 6.1. All prices stated in the individual Order are fixed prices, unless otherwise agreed. They are net, free to the door and include all packaging and all other costs of delivery, such as taxes, customs duties, etc. (DDP Incoterms ®2020), unless the freight forwarder is determined by SLM or SLM itself carries out the transport or unless expressly agreed otherwise in writing. The agreed prices include in particular

- a) the costs of joint coordination and agreement discussions between the parties among themselves and with third parties,
- b) the load securing,
- c) any insurance,
- d) compliance with SLM's packaging and shipping instructions and
- e) the complete, detailed commercial and technical shipping documentation, which must be prepared by the contractor in good time prior to shipment.

- 6.2. Unless otherwise agreed in individual cases, the price shall include all services and ancillary services provided by Contractor (e.g. assembly, installation) as well as all ancillary costs (e.g. pursuant to Section 6.1). Services or works not included in the original Order, the respective framework purchase agreement or its annexes are additional services which shall only be remunerated if SLM has expressly agreed to the remuneration in writing prior to the performance of the services. Acceptance or receipt of the performance by SLM shall not replace the written consent of SLM.
- 6.3. Unless otherwise agreed, payment shall be made within fourteen (14) days with a 3% discount or within sixty (60) days - in each case after the invoice has been issued - net, but not before receipt of the defect-free delivery or, in the case of deliveries and services for which acceptance is required, not before their written acceptance by SLM and, if the scope of the Contractor's services includes the handover of documentation and test certificates, not before their handover in accordance with the contract. The provision of § 632a BGB (Bürgerliches Gesetzbuch, German Civil Code) remains unaffected by this. In the case of bank transfer, payment shall be deemed to have been made on time if SLM's transfer order is received by the bank instructed by SLM before the expiry of the payment period; SLM shall not be responsible for delays caused by the banks involved in the payment process.
- 6.4. In the event of acceptance of premature deliveries, the due date shall be based on the agreed delivery date.
- 6.5. In the event of defective delivery, SLM shall be entitled to withhold payment in proportion to the value until proper performance.

## 7. Delivery and delivery time

- 7.1. The dates and deadlines specified in the respective framework purchase agreement or in the Order or otherwise agreed in text form are binding.
- 7.2. Partial, advance, excess or short deliveries as well as deliveries outside our business hours (Monday to Friday 9 a.m. to 5 p.m.) require the prior written consent of SLM. This shall not constitute a premature payment claim. Deliveries made without our consent in accordance with sentence one may be

returned or stored at the Contractor's expense. If the delivery is returned, the Contractor must deliver again on the agreed date. The acceptance of delayed delivery or service does not constitute a waiver of any claims for damages caused by delay.

- 7.3. SLM is not obliged to accept recognizably defective and/or inadequately packaged deliveries.
- 7.4. The Contractor is obliged to state the exact order number of the Order on all shipping documents and delivery bills; if he fails to do so, SLM shall not be responsible for the resulting delays in processing.

## **8. Default and contractual penalty**

- 8.1. As soon as a delay in delivery becomes apparent, the Contractor must inform SLM immediately, stating the reasons and the expected duration of the delay. Notification of the delay does not release the Contractor from the statutory consequences of default.
- 8.2. If it becomes apparent that agreed delivery dates will not be met, the Contractor must take suitable measures in good time (e.g. shift work, overtime, weekend and holiday work, increased deployment of personnel, etc.) to meet the delivery dates. The Contractor shall bear the costs of such measures.
- 8.3. In case of default, the Contractor shall be liable in accordance with the statutory provisions.
- 8.4. If the Contractor is in default with a partial delivery, SLM may also assert the rights to which SLM is entitled in respect of those parts of the delivery with which the Contractor is not yet in default.
- 8.5. Without prejudice to further statutory or contractual claims, in the event of default on the part of the Contractor, SLM shall be entitled, in addition to performance, to demand a contractual penalty of 0.5% of the value of the Delivery per completed week, but not more than 5%. SLM undertakes to declare the reservation of the contractual penalty to the Contractor within ten (10) working days, calculated from the acceptance of the delayed delivery, in the case of partial deliveries calculated from the acceptance of the last partial delivery or in the case of works at the latest up to the final payment. If the contractual penalty is divisibly allocated to individual partial performances, the period of ten (10) working days from acceptance of the respective partial performance shall apply. Further rights of SLM due to delay in delivery by the Contractor remain unaffected.
- 8.6. The Contractor may only invoke the absence of necessary documents, services or parts of the Order to be supplied by SLM if it has expressly reminded SLM in writing of these and still not received them immediately. In this case, the Contractor may demand a reasonable extension of the delivery period, but not exceeding the period of delay in providing the documents, services or parts of the Order.

- 8.7. The Contractor shall not be entitled to assert a reservation of self-supply.
- 8.8. Events of force majeure or hindrances for which SLM is not responsible and which make it impossible or considerably more difficult to accept the delivery or service at SLM's premises or at SLM's Customer's premises shall postpone SLM's acceptance obligation for the duration of such events.

## **9. Place of performance**

The place of performance for all mutual obligations under the contract is the registered office of SLM in Lübeck, Germany, unless otherwise agreed in writing.

## **10. Examination of defects**

- 10.1. SLM shall inspect deliveries of goods for deviations in quantity and quality within a reasonable period. The complaint shall be deemed to be in good time if it is received by the Contractor within a period of five (5) working days, calculated from receipt of the goods or, in the case of hidden defects, from their discovery. The statutory provisions (§§ 377, 381 HGB (Handelsgesetzbuch, German Commercial Code)) shall apply to the commercial duty to examine and give notice of defects, subject to the following provisions: SLM's duty to examine shall be limited to defects which become apparent during the incoming goods inspection by SLM under external inspection, including the delivery documents (e.g. transport damage, incorrect and short delivery) or which are identifiable during SLM's quality control by random sampling. If acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the normal course of business, taking into account the circumstances of the individual case. SLM's obligation to give notice of defects discovered later shall remain unaffected.
- 10.2. If the delivery before or after processing or treatment is intended for installation in a plant or together with further components for the manufacture of a further product, the obligation to inspect the functionality of the goods together with the plant or the further components only exists after completion of the installation and successful commissioning of the plant or after manufacture of the product.

## **11. Acceptance and transfer of risk**

- 11.1. In the case of the provision of services or work, a formal acceptance shall always take place within a reasonable period after completion of the service, unless SLM expressly agrees otherwise in writing with the Contractor. Each party may call in an expert for the formal acceptance at his own expense. A written acceptance report shall be drawn up on the acceptance. If the Contractor does not attend the joint acceptance date despite being invited in

good time, the effects of acceptance shall take effect when SLM notifies the Contractor in writing of the result of the successful acceptance.

- 11.2. The Contractor's work and services shall only be deemed to be in accordance with the contract if SLM has expressly confirmed their conformity with the contract in writing. The use of the delivery in whole or in part, in particular of parts of a structural installation for the continuation of the work or for preparing the commissioning of the entire installation or interim tests, as well as any payments made, shall not constitute acceptance of the delivery.
- 11.3. Even if SLM agrees to pay freight, the risk shall not pass to SLM until the delivery is accepted by SLM or by a person authorized by SLM in writing at the agreed place of performance or after acceptance of the delivery, whichever occurs later. This shall not apply if the freight forwarder is determined by SLM or SLM itself carries out the transport.

## 12. Warranty

- 12.1. The Contractor warrants that the contractual products are free of defects, have guaranteed data and properties, comply with the agreed specifications, drawings, samples and/or descriptions, with the legal provisions and standards expressly stated in the specifications and those relevant to the relevant market, have no design defects, are of contractual quality, are suitable for the purpose or use intended by SLM and are manufactured in accordance with the state of the art recognized at the time of manufacture. Release notes of the Principal on drawings and specifications shall not release the Contractor from the warranty. He further warrants that SLM acquires full and unencumbered ownership of delivered contractual products and spare parts against full payment of the contractual price and that delivered contractual products, spare parts and related services of the Contractor and their customary use do not infringe any intellectual property rights of third parties, in particular copyrights, patent rights, utility model rights, trademark rights, design rights or license rights. Modifications of the contractual products by SLM shall not invalidate the warranties regulated in the previous sentence, unless the infringement of intellectual property rights of third parties is exclusively based on this modification of the contractual products. The Contractor warrants that at the time of the conclusion of the contract the delivery does not have any defect impairing its value or suitability, that it is suitable for the use presupposed according to the contract and that it is suitable for the use which may be expected of it under the contract. The Contractor warrants that the delivery complies with the provisions of the Produktsicherheitsgesetz (German Product Safety Act) and its implementing ordinances, the general, recognized, technical, safety and occupational health rules of the latest state of the art as well as the regulations on occupational safety, accident prevention, emission control and

environmental protection as well as all relevant national and international laws (e.g. EU Directives/EU Regulations, in particular, EU Chemicals Regulation (EC) No. 1907/2006 "REACH", US Dodd-Frank-Act) to the extent that the Delivery falls within the scope of application of the latter. In addition, the Contractor warrants that the Delivery complies with all statutory, official and other valid regulations for the German and foreign countries - depending on the area of application communicated to him by SLM - such as accident prevention regulations, DIN standards and the regulations of the professional associations, e.g. VDE, VDI, in the latest version. Without express notification by SLM, the area of application is the European Union, the United States of America and the People's Republic of China. The Contractor also guarantees that he has all possibly required approval requirements, in particular permits and certificates.

- 12.2. In particular, the Contractor warrants that
  - a) the contractual services and products to be delivered to SLM do not contain arsenic, asbestos, lead or any other hazardous and/or contaminated substances, components or waste materials that are prohibited by law or other regulations, by contract or by internationally recognized standards of energy technology at the place of manufacture and/or in any area of application of the contractual objects in accordance with Section 12.1 and
  - b) he does not, in the course of his activities in connection with the contract, expose SLM's employees, SLM's agents or other third parties authorized by SLM to act on SLM's behalf to such hazardous and/or contaminated substances, components or waste materials as described in subparagraph (a) above.
- 12.3. The Contractor further guarantees that the personnel employed by him is fully covered by social insurance and employers' liability insurance associations and have the necessary residence and work permits. Upon request, the Contractor shall provide SLM with proof of having taken out liability insurance with sufficient coverage before carrying out the Work.
- 12.4. SLM shall be entitled to the full statutory warranty and compensation claims. All costs incurred in connection with the rectification of defects, such as removal and installation costs, transport costs, etc., shall be borne by the Contractor.
- 12.5. The liability period for defects shall be thirty-six (36) months from delivery of the products or twenty-four (24) months from the commercial use of the products, whichever period ends first.
- 12.6. Insofar as a defective contractual product has already been installed in a product at SLM's end cus-

tomer, subsequent performance, including the possible return transport of the defective contractual product, shall be carried out at the location of the product at the Contractor's expense.

- 12.7. In the event of a notice of defect, the warranty period shall be extended by the period of time between notice of defect and rectification of the defect. If the Delivery is completely renewed, the warranty period shall begin again; in the case of partial renewal, this shall apply to the renewed parts.
- 12.8. The Contractor shall remain solely responsible for drawings, plans, calculations etc. used for the Order, even if these are approved by SLM.
- 12.9. If the Contractor culpably fails to meet his warranty obligations within a reasonable period of time set by SLM, SLM may take the necessary measures itself or have them taken by third parties at the Contractor's expense - without prejudice to his warranty obligations.
- 12.10. In urgent cases, SLM may, after consultation with the Contractor, carry out the rectification of defects himself or have it carried out by a third party at the Contractor's expense. If there is imminent danger or special urgency and if, due to the special urgency, a particularly high damage in relation to the Contractor's warranty obligation is to be expected, SLM may, even without consultation with the Contractor, carry out the rectification of defects himself or have it carried out by a third party at the Contractor's expense, if it is no longer possible, due to the special urgency, to inform the Contractor of the defect and the imminent damage and to set him a - albeit short - deadline for his own remedy.
- 12.11. If similar defects occur within the warranty period on more than 5% of the contractual products from the same production lot of the Contractor, or if such defects are present at the time of transfer of risk, all contractual products from this production shall be deemed to be afflicted with this defect. A production lot comprises a number of contractual products with the same properties, which are either manufactured in a coherent production process or procured in a joint order.

### **13. Supplier regress**

- 13.1. SLM shall be entitled without restriction to the legally determined rights of recourse of SLM within a supply chain (supplier recourse according to §§ 445a, 445b, 478 BGB) in addition to the claims for defects. In particular, SLM shall be entitled to demand from the Contractor exactly the type of subsequent performance (repair or replacement) which SLM owes to its customer in the individual case. SLM's statutory right of choice (§ 439 para. 1 BGB) shall not be restricted by this.
- 13.2. Before SLM acknowledges or fulfils a claim for defects asserted by its customer (including reimbursement of expenses in accordance with §§ 445a para. 1, 439 paras. 2 and 3 BGB), SLM

shall notify the Contractor and request a written statement, giving a brief description of the facts of the case. If a substantiated statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by SLM shall be deemed to be owed to his customer. In this case, the Contractor shall be responsible for proving the contrary.

- 13.3. SLM's claims from supplier recourse shall also apply if the defective goods have been further processed by SLM or another third party, e.g. by installation in another product.

### **14. Product liability, exemption and product liability insurance**

- 14.1. Insofar as the Contractor is responsible for product damage, he shall be obliged to indemnify SLM on first demand against claims for damages by third parties to the extent that the cause is within his sphere of control and organization and it is liable himself in the external relationship. Within the scope of his liability for cases of damage within the meaning of Section 12.1., the Contractor is also obliged to reimburse any expenses pursuant to §§ 683, 670 BGB or pursuant to §§ 830, 840, 426 BGB which arise from or in connection with a recall action carried out by SLM. SLM shall inform the Contractor of the content and scope of the recall measures to be carried out - as far as possible and reasonable - and shall give the Contractor the opportunity to comment. Other statutory claims shall remain unaffected.
- 14.2. The Contractor is obliged to maintain a product liability insurance with a minimum coverage of ten (10) million Euro per personal injury/property damage - lump sum. SLM is entitled to demand a corresponding confirmation of cover from his insurer. If SLM is entitled to further claims for damages, these shall remain unaffected.

### **15. Documents**

- 15.1. If SLM provides the Contractor with parts, tools, samples, drawings, standards, guidelines, analytical methods, recipes and other documents for the manufacture of the Delivery, these remain the property of SLM. They must be kept carefully by the Contractor and may not be used or reproduced by him for other purposes.
- 15.2. If the parts and materials supplied by SLM are processed or mixed, SLM shall acquire co-ownership of the new item in the ratio of the value of the parts and materials supplied by SLM to the processed items at the time of processing.

### **16. Retention of title**

- 16.1. SLM may resell, mix, combine or process contractual products subject to retention of title in the ordinary course of business. Otherwise, this is only permitted with the written consent of the Contractor.

16.2. Items provided by SLM and production resources such as tools, molds, models and samples shall remain his property. These shall be used exclusively for the production of contractual products for SLM. Immediately after delivery, the Contractor shall carry out an incoming goods inspection of the items provided and shall confirm to SLM in writing that the items and/or production resources provided have been delivered in the agreed number and without obvious defects. Obvious defects must be reported by the Contractor to SLM in writing without undue delay, but at the latest within three (3) working days after delivery of the provided items; hidden defects must also be reported to SLM in writing without undue delay, but at the latest within three (3) working days after discovery, giving as detailed a description of the defect as possible. Processing or alterations by the Contractor shall be carried out on behalf of SLM. If SLM's goods subject to retention of title are processed with other objects not belonging to SLM, SLM shall acquire co-ownership of the new object in the ratio of the value of his object to the other processed objects at the time of processing. If the object provided by SLM is inseparably mixed or combined with other objects not belonging to him, SLM shall acquire co-ownership of the new object in accordance with the previous sentence. If the mixing or combination is carried out in such a way that the Contractor's item is to be regarded as the main item, it shall be deemed agreed that the Contractor shall transfer proportionate co-ownership to SLM.

16.3. The Contractor shall store provided items, SLM's sole or co-ownership of processed items and production resources provided in an appropriate manner, adequately insured, free of charge and expressly marked as SLM's property or co-ownership for SLM. The Contractor shall carry out the maintenance, servicing and repair of production equipment at his own expense.

### **17. Spare parts**

17.1. The Contractor undertakes to supply SLM for the contractual objects at short notice with operable, functionally and installation-compatible spare parts with similar or better properties at market prices for at least ten (10) years on request. If the production of spare parts is discontinued, SLM must be informed in writing at least twelve (12) months before the discontinuation.

17.2. The provisions of the GTCP and of the respective framework purchase agreement shall apply *mutatis mutandis* to the delivery of the spare parts specified in Section 17.1.

### **18. Declaration on export restrictions, origin of goods**

In the relevant business documents (offer, confirmation of the Order, delivery bill and invoice), the Contractor undertakes to provide the following information in written form to comply with German,

EU and US export control regulations and customs regulations:

- a) delivery-related specification of the statistical goods number for the contractual goods according to the list of goods for foreign trade statistics / HS code per item concerned,
- b) delivery related indication of the country of origin (non-preferential origin),
- c) indication of the preferential origin of the supply and the names of the individual countries to which this statement applies,
- d) upon SLM's written request, the Contractor shall provide additional evidence in accordance with the supplier declarations pursuant to EC Regulation 1207/2001. Furthermore, at our request, the contractor shall issue a certificate of origin for the contractual items free of charge and make it available to SLM.

### **19. Third party rights and obligation to hold harmless**

19.1. The Contractor guarantees that his delivery and his use neither infringe domestic and foreign patents, industrial property rights or other rights of third parties nor violates statutory or official regulations of any kind. He shall indemnify SLM against all claims in this respect which third parties or customers of SLM make against SLM as a result of or in connection with the Delivery and his use. Within the scope of his work, the Contractor shall research potentially conflicting industrial property rights with due care. He shall inform SLM of the result of this research in writing upon request.

19.2. The Contractor shall ensure that there are no third-party retentions of title to the ordered Delivery.

19.3. The Contractor is obliged to comply with the laws of the applicable legal system(s). In particular, he will not participate, either actively or passively, directly or indirectly, in any form of bribery, violation of the fundamental rights of his employees or child labor. Furthermore, he shall assume responsibility for the health and safety of his employees in the workplace, observe the environmental protection laws and promote and demand the best possible performance of the service.

19.4. The Contractor shall take the necessary organizational instructions and measures, especially in the areas of property protection, business partner, personnel and information security, packaging and transport, to ensure supply chain security in accordance with the requirements of corresponding internationally recognized initiatives based on the WCO SAFE Framework of Standards (e.g. AEO, C-TPAT). He shall protect his deliveries and services to SLM or to third parties designated by SLM against unauthorized access and manipulation. He shall only use reliable personnel for such deliveries and services and shall oblige any subcontractors to take appropriate measures as well.

- 19.5. If the Contractor culpably breaches these obligations, SLM shall be entitled, without prejudice to further claims, to withdraw from the contract or to terminate the contract. If it is possible to remedy the breach of duty, this right may only be exercised after the fruitless expiry of a reasonable deadline for remedying the breach of duty.

## 20. Rights of retention, offsetting and assignment

- 20.1. The Contractor's rights of retention and rights of set-off against SLM are excluded, unless the Contractor derives these rights from recognized or legally established claims.
- 20.2. Without the prior written consent of SLM, which SLM shall not refuse unreasonably, the Contractor shall not be entitled to assign his claims against SLM or otherwise dispose of them.

## 21. Confidentiality and data protection

- 21.1. The Contractor undertakes to maintain strict confidentiality vis-à-vis third parties with regard to all documents and other information which it has received and/or will receive from SLM. The Contractor shall store all documents received from SLM in such a way that unauthorized persons cannot gain access to them.
- 21.2. The Contractor undertakes to instruct employees and other persons entrusted with the execution of the contract who have access to contract documents in writing about the obligation of secrecy and to commit to compliance with it. The Contractor shall also be liable for breaches of confidentiality by employees or persons to whom the Contractor has disclosed confidential information, to the extent that such persons/group of persons are his own, as well as for his own fault;
- 21.3. The obligation of secrecy pursuant to the two preceding paragraphs 21.1. and 21.2. shall apply for an unlimited period. The obligation of secrecy pursuant to the two preceding paragraphs 21.1. and 21.2. shall not apply to such persons who are authorized to take cognizance and who are legally or contractually obliged to maintain secrecy and/or to the extent that it is contrary to the exercise of their own claims. Information and documents which are or become generally known or generally known without the Contractor being responsible for this are not or no longer subject to the obligation of secrecy. The Contractor bears the burden of proof for the in regard to the aforementioned exceptions.
- 21.4. The Contractor undertakes to use all documents and other information which it has received and/or will receive from SLM exclusively for the performance of the contractual services owed to SLM ("**Purpose**") and under no circumstances to exploit the information received or obtained from it in any way other than for the Purpose itself or to reproduce, construct, imitate or manufacture it in whole or in part (in particular by means of the so-called

"reverse engineering") or to have it exploited or imitated by third parties and in particular not to apply for any industrial property rights - in particular trademarks, designs, patents or utility models - to the confidential information.

- 21.5. The Contractor shall only be entitled to include the name SLM in a reference list if SLM has agreed to this in writing.
- 21.6. Insofar as personal data is collected during the provision of services, the Contractor shall observe the applicable data protection regulations, i.e., in particular, ensure the legality of the collection, processing and use of personal data and oblige his employees accordingly. The Contractor shall indemnify SLM against claims by third parties which are based on the fact that the collection, processing or use of personal data in accordance with the Order was unlawful. The above indemnification claim also covers the costs of legal defense.

## 22. Miscellaneous

- 22.1. Side agreements and amendments and supplements to both the individual contracts and the respective framework purchase agreement shall only be effective if SLM has confirmed them in writing.
- 22.2. If the written form is provided for in the GTCP, this requirement shall also be met by sending the documents by e-mail or fax. This shall not apply to the termination of or withdrawal from a contract, amendment or supplement to a contract, or to the conclusion, amendment or supplement to a contract. In these cases, the respective letter, agreement, Order and acceptance with an original signature must be sent by mail.
- 22.3. Should individual provisions of these GTCP be or become invalid or contain a loophole, the other provisions shall remain valid. The parties are obliged to replace the invalid provision without undue delay by a valid provision which comes as close as possible to the economic purpose of the invalid provision. If this does not succeed, the relevant statutory provisions shall apply.
- 22.4. Lübeck shall be the exclusive place of jurisdiction for all disputes arising from the GTCP and from the business relationship with SLM, including actions on cheques and bills of exchange; SLM shall, however, also be entitled to bring an action at the Contractor's registered office. This shall not apply to disputes with contractors who are not merchants or a legal entity under public law or a special fund under public law.
- 22.5. The law of the Federal Republic of Germany shall apply exclusively, excluding international private law and the UN Convention on Contracts for the International Sale of Goods.

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