

General Terms and Conditions of Purchase of the Sensor-Technik Wiedemann GmbH, Am Bärenwald 6, 87600 Kaufbeuren

These General Terms and Conditions of Purchase apply exclusively to national and international business transactions with companies, corporate bodies under public law and special funds under public law.

1. Scope of application

- 1.1 These General Terms and Conditions of Purchase (hereinafter referred to as "Terms and Conditions of Purchase") shall apply to all business relations between suppliers and Sensor-Technik Wiedemann (hereinafter referred to as: "STW"), even if these Terms and Conditions of Purchase are not expressly mentioned in later contracts. Conflicting, additional or deviating conditions of the supplier shall not become part of the contract, unless STW has expressly agreed to their validity in writing. These terms and conditions of purchase shall also apply if STW unconditionally accepts a delivery from the supplier in the knowledge of his contradictory or deviating terms and conditions.
- 1.2 Individual agreements made with the supplier in individual cases, including side agreements, supplements and amendments shall in any case take precedence over these Terms and Conditions of Purchase. Subject to counterevidence, the content of such agreements shall be governed by a written agreement or written confirmation by STW. Legally relevant declarations and notifications of the supplier (e.g. setting of deadlines, reminders, termination, withdrawal) must be made in writing.
- 1.3 Rights to which STW is entitled under the statutory provisions beyond these Terms and Conditions of Purchase shall remain unaffected.

2. Conclusion and amendment of contract

- 2.1 Offers and estimates of cost of the supplier must be submitted free of charge, unless otherwise agreed in writing.
- 2.2 An order, its amendment or supplementation as well as other agreements made upon conclusion of the contract shall only become binding if they have been placed in writing by STW or, in the case of an order placed verbally, by telephone or using other means of telecommunication, if they have been duly confirmed in writing. An order created with the aid of automatic equipment, which does not include a signature and name, is considered to be in writing. STW's silence in response to offers, requests or other declarations of the supplier shall only be deemed as consent if this has been expressly agreed in writing. As far as the order contains obvious mistakes, spelling or calculation errors, it is not binding for STW.
- 2.3 The supplier shall immediately, but no later than three (3) working days after receipt of the order, issue an order confirmation in which the price and delivery date are expressly stated. Deviations of the order confirmation from the order shall only be deemed agreed upon if they have been expressly confirmed by STW in writing. If STW has concluded a framework agreement with the supplier for future deliveries, an order (call-off) placed by STW is binding if the supplier does not object to it within three (3) working days after receipt. A delayed acceptance is considered a new offer and requires confirmation by STW.
- 2.4 If during the execution of a contract it becomes apparent that deviations from the originally agreed specification are necessary or appropriate, the supplier shall inform STW immediately. STW shall inform the supplier whether and which changes he has to make compared to the original order. If these changes change the costs incurred by the supplier through the execution of the contract, both STW and the supplier shall be entitled to demand a corresponding adjustment of the agreed prices.
- 2.5 If the supplier offers products via online platforms in such a way that products are selected from the assortment of

the set up platform and these are collected in a "shopping bag", STW submits an offer to purchase the goods in the shopping bag by sending the order (order). Before the binding confirmation of the order by the supplier, STW is entitled to change and withdraw the order at any time. The supplier can only submit the confirmation of the order and transmit it effectively via the platform if the supplier has accepted the contractual terms and conditions by clicking a corresponding button, e.g. "Accept GTC", and thereby included them in his confirmation. The supplier shall send a written confirmation to STW within 3 (three) days after receipt of the order.

3. Delivery

- 3.1 The delivery must correspond to the order in construction, scope and classification. The delivery and performance dates or periods specified in the contracts are only binding if they have been expressly designated as binding. The delivery periods and dates specified by STW in the order are binding. The delivery periods begin with the date of the order.
- 3.2 Decisive for compliance with the delivery date or the delivery period is the receipt of the goods at STW. If delivery DAP or DDP according to Incoterms® 2020 has not been agreed upon, the supplier shall make the goods available in good time, taking into account the time for loading and dispatch to be agreed upon with the forwarder.
- 3.3 If it becomes apparent to the supplier that the delivery time cannot be met, the supplier shall notify STW immediately in writing, stating the reasons and the expected duration of the delay. In the event of a delay in delivery, STW shall be entitled to withdraw from the contract in accordance with the statutory provisions. In the event of delay on the part of the supplier, STW shall be entitled to demand a contractual penalty of 0.5% of the net order value for each commenced week of delay, but not exceeding 5% of the net order value. Further statutory claims of STW for damages shall remain unaffected. The contractual penalty shall be set off against the damage caused by delay to be compensated by the supplier. The acceptance of the delayed delivery does not constitute a waiver of claims for damages.
- 3.4 Delivery before the agreed delivery date shall only be permitted with the prior written consent of STW. STW is entitled to return goods delivered prematurely at the expense of the supplier or to store them at the supplier's expense until the agreed delivery date.
- 3.5 Partial deliveries as well as excess or short deliveries are not permitted, unless otherwise agreed. STW reserves the right to acknowledge them in individual cases and to invoice the supplier for the additional expenditure caused by the partial deliveries in the amount of EUR 40.00. The supplier shall be entitled to prove that STW did not suffer any damage or that the damage was significantly lower.

4. Transfers of orders to third parties

- 4.1 Without the prior written consent of STW, the supplier may not transfer its contractual obligations neither in whole nor partially to third parties (e.g. subcontractors) or have the services and work assigned to him performed by third parties. This also applies to services for which the supplier's business is not equipped. The transfer of orders by subcontractors to a further third party also requires the prior written consent of STW. Associated companies with the supplier within the meaning of §§ 15 ff. AktG are also to be considered as third parties (subcontractors).
- 4.2 STW shall give its consent, unless there is an objective reason for not doing so. An approval by STW shall not affect the contractual obligations of the supplier towards STW.
- 4.3 The supplier shall carefully select the subcontractor and convince itself before commissioning the subcontractor

- that the subcontractor is capable of fulfilling all of the Supplier's obligations assumed in the agreement with STW.
- 4.4 The supplier shall point out to the subcontractor that he must observe all relevant accident prevention regulations, work safety regulations prescribed by the legislator or business partner, in particular the applicable regulations of the workmen's compensation insurance regulations as well as the regulations, company standards and rules prescribed by STW (e.g. the Work Rules of STW). The advice given must be documented in writing in a short protocol and a copy must be submitted to STW.
- 4.5 In the contract concluded with the subcontractor, the supplier shall oblige the subcontractor to inform the supplier about the required latest official permits, certificates or reporting obligations (e.g. from the tax office, the relevant social security institutions or the employers' liability insurance association) as well as - if necessary - about work permits and to hand them over to STW upon request if necessary. The supplier shall not prevent its subcontractors from concluding contracts with STW for other supplies and/or services. In particular, exclusivity agreements with third parties which prevent STW or the subcontractor from obtaining supplies/services which STW or the subcontractor requires for the performance of such orders are inadmissible.
- 4.6 If the supplier uses subcontractors without the prior written consent of STW in accordance with clause 4.1 or if the supplier violates the obligations in accordance with clause 4.3, clause 4.4 or clause 4.6, STW shall be entitled to withdraw from the contract in whole or in parts. If the supplier is responsible for the breach of duty, STW can also demand compensation for damages instead of the performance.
- 5. Transfer of risk and shipment**
- 5.1 The supplier shall bear the risk of accidental loss or accidental deterioration of the goods until their acceptance by STW (DDP according to Incoterms® 2020). If the supplier is obliged to set up or assemble the goods at STW's business, the risk shall not pass to STW until the goods are ready for operation.
- 5.2 Each delivery shall be accompanied by a delivery note containing the date of issue and dispatch, the order number, article number and material number, a list of the batches delivered, the description of goods, delivery quantity and weight and - if available - the data code. Violations of these documentation obligations constitute an essential contract infringement on the part of the supplier. Any damage incurred by STW as a result thereof shall be compensated by the supplier, unless the supplier is not responsible for the breach of duty. If the delivery note is missing or incomplete, STW is not responsible for any resulting delay in processing the delivery and payment.
- 5.3 The supplier must observe STW's instructions for the dispatch of the goods. Otherwise, the goods must be packed in such a way that transport damage is avoided. Packaging materials shall only be used to the extent necessary for this purpose. Only environmentally friendly, recyclable packaging materials may be used.
- 6. Electrical and Electronic Equipment Act, Electro(nic) Substance Regulation, REACH**
- 6.1 The supplier guarantees to comply with the provisions of the Act Governing the Sale, Return and Environmentally Sound Disposal of Electrical and Electronic Equipment (ElektroG) and to fulfil the obligations arising therefrom for STW and - insofar as these are not transferable - to support STW in fulfilling them. In particular, the supplier commits himself, if necessary, to apply free of charge to STW the manufacturer's identification in accordance with § 9 Para. 1 ElektroG on the subject matter of the contract in accordance with the specifications of STW and, if necessary in accordance with ElektroG, to identify the respective subject matter of the contract with the corresponding symbol in accordance with § 9 Para. 2 ElektroG in conjunction with Annex 3 of the ElektroG in accordance with the specifications of STW.
- 6.2 The supplier guarantees to comply with the provisions of Directive 2011/65/EU on the restriction of the use of certain hazardous substances in electrical and electronic equipment (Restriction of Hazardous Substances - RoHS) as well as the provisions of national implementations, in particular the Regulation on the restriction of the use of hazardous substances in electrical and electronic equipment (Electrical and Electronic Equipment Substances Regulation - Elektro-StoffV). In addition, the supplier shall guarantee that the electrical and electronic equipment supplied is provided with the special markings and information in accordance with § 5 Elektro-StoffV, if necessary. In addition, the supplier must provide the devices and products, if necessary and permissible, with a CE mark in accordance with § 7 ProdSG. This must be affixed visibly, legibly and permanently on the electrical and electronic equipment or on the data plate.
- 6.3 Upon delivery of electrical and electronic equipment, including cables and spare parts, RoHS conformity shall be declared in writing by the supplier to STW prior to the first delivery. The packaging of these products must be marked with a reference to RoHS conformity. In the delivery note the RoHS conformity has to be confirmed with the note "RoHS-konform/RoHS compliant". In addition, the supplier must inform STW immediately and without request in writing if the information in the declaration of conformity is no longer correct. Compliance with the limit values must be demonstrated by means of internal analysis or by a technically qualified laboratory commissioned for this purpose. These proofs are to be handed over on request of the purchaser. This must be sent to the following e-mail address: Einkauf@wiedemann-group.com.
- 6.4 The supplier guarantees that the products delivered by him comply with the provisions of Regulation EC No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation). At the request of STW, the supplier shall, in accordance with Art. 31 No. 1 to 3 of the REACH Regulation, provide latest upon delivery an up-to-date and complete safety data sheet in German language which complies with the requirements of the REACH Regulation. With each update/revision of the legal regulation, the supplier must make the corresponding safety data sheet available to STW again. The safety data sheet must also be sent in paper or electronic form to the following address: Info@wiedemann-group.com. The mere provision of the safety data sheet on a website on the Internet is not considered sufficient proof of its actual transmission. According to the Chemicals Sanctions Ordinance, the improper provision or updating of the safety data sheet constitutes an regulatory offence, which can be sanctioned with a fine of up to EUR 50,000.00.
- 6.5 The supplier guarantees that no substances of very high concern within the meaning of the REACH Regulation are contained in the article in a concentration of more than 0.1 mass percent (w/w). If the supplier nevertheless delivers articles to STW which contain substances of very high concern in a concentration of more than 0.1 mass percent (w/w) of one or more substances and which fulfil the criteria of Article 57 of the REACH Regulation and have been included in Annex XIV of the REACH Regulation (candidate list for authorisation) and/or have been identified in accordance with Article 59 (1) of the REACH Regulation (candidate list), the supplier shall provide information on the name of the substance, the associated CAS number, the concentration of the substance in the product and the safe use of the product within 45 days in accordance with Article 33 of the REACH Regulation. The information is to be sent to the following e-mail address: info@wiedemann-group.com.
- 6.6 If the supplier commits a breach of the provisions set out in Clauses 6.1 to 6.4, STW may, in accordance with the

statutory provisions, withdraw from or terminate contracts with the supplier and claim damages as well as indemnification against claims of third parties and fines imposed as a result of the breach.

7. Prices and payment

- 7.1 All prices include statutory value added tax, unless this is shown separately. The price stated in the order is binding. Unless otherwise agreed in writing, the prices quoted shall be deemed DDP according to Incoterms® 2020.
- 7.2 If the supplier generally reduces the prices for the delivery items or services after confirmation of the order until the day of delivery or service, the reduced prices valid at the time of delivery or service shall apply instead of the originally agreed prices.
- 7.3 Invoices shall be issued at the earliest at the time of delivery of the product, including all documents relevant to the contract, or - if acceptance is required - at the time of acceptance of the service. In the case of services that do not consist of a delivery and do not require acceptance, the invoice shall be issued at the earliest at the time of performance of the service. Invoices are to be sent separately by post to the address of STW, alternatively in electronic form at the request of STW; they may not be enclosed with the goods.
- 7.4 The supplier's invoices must state the order codes (order number, order date, quantity and price), the number of each individual item (batches) and the delivery note number. Otherwise they shall be deemed not to have been received for lack of processing possibilities. Duplicate copies of invoices must be marked as duplicates.
- 7.5 Payment shall be made after acceptance of the goods and receipt of the invoice within fourteen days with a 3% discount or within thirty days net. Payment shall be made subject to invoice verification. In the event of defective delivery, STW is entitled to withhold payment until proper performance without loss of rebates, discounts or similar price reductions. Insofar as the supplier has to provide material tests, test reports, quality documents or other documents, the acceptance of the goods also requires the receipt of these documents. The payment period begins after the defects have been completely eliminated. In the event of premature delivery of the goods, the payment period shall not begin until the agreed delivery date.
- 7.6 The goods shall become the property of STW free of encumbrances at the latest upon payment. Payments shall only be made to the supplier. Extended or prolonged reservations of title are not permitted. Counterclaims of the supplier shall only entitle him to set-off if they are legally established, recognised or undisputed. The supplier can only assert a right of retention if his counterclaim is based on the same contractual relationship.
- 7.7 The supplier is not entitled to assign his claims against STW or third parties or to have them collected by third parties without the prior written consent of STW, which may not be unreasonably withheld. If the supplier on his part is supplied under extended reservation of title, the consent within the meaning of the preceding sentence is deemed to have been given. If, contrary to sentence 1, the supplier assigns his claims to a third party without the consent of STW, the assignment shall nevertheless be effective. However, STW may, at its own discretion, make payment to the supplier or the third party with discharging effect.
- 7.8 The return of empties and packaging material, unless one-way packaging, shall be carriage forward at the supplier's expense.

8. Quality assurance and quality control

- 8.1 The supplier must have a certified quality assurance management system that is suitable in type and scope and corresponds to the latest state of the art, at least according to ISO-9001 or - if applicable - according to ISO/TS 16949 and must provide evidence of this to STW upon

request. The supplier must regularly keep records of the quality tests carried out by him and make these available to STW at short notice on request. If STW deems it necessary, the supplier shall conclude a corresponding quality assurance agreement with STW.

- 8.2 If the delivery item is subject to special quality control during acceptance, in the absence of a written agreement to the contrary the personal acceptance costs shall be borne by STW, the material costs shall be borne by the supplier.
- 8.3 If a further quality control is necessary as a result of defects that have been detected, the personal costs for this shall also be borne by the supplier. The same shall apply if the delivery item is not presented to the quality representative on the respective quality control dates fixed in advance.
- 8.4 After prior consultation with the supplier, STW is entitled to carry out quality audits at the supplier's premises - unless otherwise agreed: at its own expense..

9. Warranty and defect claims

- 9.1 Unless otherwise agreed, the statutory warranty rights apply.
- 9.2 The supplier guarantees that the delivery complies with the agreed specifications, the latest state of the art, the relevant legal provisions and the regulations and guidelines of authorities, trade associations and professional organisations. In particular, the supplier must comply with the provisions of the EU REACH chemicals regulation. STW must be informed immediately in writing of any reservations which the supplier has against the execution of the order requested by STW.
- 9.3 STW will check immediately after acceptance of the goods, as far as this is feasible in the ordinary course of business, whether quantity and identity correspond to the order and whether there is externally visible transport damage. If a defect is revealed during these tests or later, STW must, insofar as this is feasible in the normal course of business, notify the supplier immediately, in the case of obvious defects within 5 (five) working days after the test and in the case of hidden defects within 14 (fourteen) days after discovery.
- 9.4 STW's approval of drawings, calculations or other technical documents of the supplier does not affect his responsibility for defects and his liability for guarantees given by him. In the event of defects in the goods, STW is entitled, without prejudice to the statutory claims for defects, to demand at its own discretion that the supplier remedies the defects or delivers defect-free goods as subsequent performance. The supplier shall bear the expenses necessary for the purpose of subsequent performance.
- 9.5 Warranty claims become time-barred after three years - except in cases of fraudulent intent.
- 9.6 If the supplier fulfils his obligation of subsequent performance by means of a replacement delivery, the limitation period for the goods delivered as replacement shall start anew after their acceptance.

10. Product liability

- 10.1 The supplier is obliged to indemnify STW on first demand against any liability towards third parties or claims of third parties arising from the manufacture, delivery, storage or use of the delivered goods. The supplier is also obliged to reimburse STW for payments made in settlement of justified claims. The obligation to indemnify and reimburse shall not apply if the underlying event is demonstrably based on grossly negligent or intentional conduct on the part of STW or one of its employees, representatives, vicarious agents or companies affiliated with STW. The supplier is obliged to inform STW without delay of any legal action taken against him or of the assertion of claims

- and to make all relevant documents available at STW's request. Further claims of STW remain unaffected.
- 10.2 In the cases of clause 10.1, the supplier shall assume all costs and expenses, including the costs of any legal action. In particular, the supplier shall also reimburse STW for such expenses which result from or in connection with precautionary measures taken by STW against a claim under product liability, in particular a warning, exchange or recall action. The costs and expenses to be reimbursed shall also include the costs of a precautionary recall campaign, insofar as this is at the dutiful discretion of STW appropriate for the protection of STW's customers or external third parties. The supplier must reimburse the costs of such a recall action even after expiry of the warranty period towards STW if STW carries out the recall due to official orders or in order to avert danger to life and limb of the product users or external third parties. STW shall inform the supplier about the content and scope of the measures to be carried out, as far as possible and reasonable, and shall give the supplier the opportunity to comment.
- 10.3 If claims are asserted against STW by third parties due to a product defect of the item delivered by the supplier which obliges STW to replace the item, the supplier shall, in addition to the obligation in section 10.1, actively support STW in the defence against such claims. For this purpose, the supplier shall keep all records and documentation relating to the delivery for a period of at least 15 (fifteen) years from receipt of the delivery at STW and surrender them to STW upon first request.
- 10.4 If the supplier becomes aware of an error or discovers an error which could constitute a so-called serial damage, he is obliged to inform STW immediately. A serial damage shall be deemed to exist in particular if several products are defective due to the same cause and/or show the same defect. The indemnification and reimbursement obligations of the supplier in sections 10.1 to 10.3 apply to each individual case of damage within the scope of a serial damage. A limitation of liability for serial damages is expressly not agreed.
- 10.5 The supplier shall insure itself against all risks arising from product liability to an appropriate amount, but at least in the amount of EUR 10 million, for personal injury, property damage and financial loss (including recall cost insurance) for each individual case of damage at its own expense and shall prove this to STW upon request by presenting its insurance policy. The insurance cover shall be maintained for a period of at least five years since the last delivery to STW.
- 11. Rights of use; third-party rights**
- 11.1 Insofar as the delivery or service contains software, the supplier grants STW - unless otherwise expressly agreed in writing - at least a non-exclusive, transferable right, unlimited in time, content and place, to use the software and the associated documentation as well as any updates, upgrades or other further developments. STW is entitled to grant sub-licenses as far as the copyright of the supplier is respected.
- 11.2 Insofar as licence fees are incurred for the contractual use of the delivery item, also in connection or in combination with other items, these shall be borne by the supplier.
- 11.3 The supplier warrants that the items delivered by him are free of third party rights and that their delivery or contractual use, even in connection or in combination with other items, does not infringe any patents or other industrial property rights of third parties within the Federal Republic of Germany and the European Union.
- 11.4 If patents or other industrial property rights of third parties are infringed by the delivery or service of the supplier, the supplier shall be obliged to ensure that the infringement no longer exists by procuring the rights or by modifying the delivery item or delivering a modified delivery item - insofar as this is reasonable for STW.
- 11.5 Notwithstanding Clause 11.4, the Supplier is obliged to indemnify STW from third party claims due to the infringement of patents or other industrial property rights as well as the expenses incurred in connection with the claim and to bear all costs incurred by STW as a result thereof. This obligation shall not apply if STW, without the consent of the supplier, enters into agreements with the third party which relate to the latter's claims, in particular if STW concludes a settlement, or if the supplier is not responsible for the infringement of property rights. The supplier must provide STW immediately and free of charge with all information and documents necessary for defence, insofar as this is reasonable for the supplier. In addition, at STW's request he shall support STW to the best of his ability in the defence against the claims asserted.
- 11.6 Paragraphs 2 to 5 of this Clause 11 shall also apply accordingly for those countries of which the supplier was aware at the time of conclusion of the contract that the delivery items of STW would be taken there.
- 12. Transfer of objects by STW**
- 12.1 STW reserves title to samples, models, drawings, artwork, illustrations, calculations, tools and other items which are provided to the supplier for the manufacture of the ordered goods or for other reasons. The supplier is obliged to use these objects exclusively for the production of the ordered goods or according to the other specifications of STW. Such objects may not be made accessible to third parties. The supplier must return the objects to STW without delay and at his own expense without being requested to do so, insofar as their surrender is no longer necessary.
- 12.2 The processing or alteration of provided objects by the supplier is carried out for STW. If such objects are processed with other objects not owned by STW, STW shall acquire co-ownership of the new object in the ratio of the value of the object of STW (purchase price plus VAT) to the other processed objects at the time of processing..
- 12.3 The supplier is obliged to handle and store the objects provided with care. He must insure the surrendered objects at his own expense at reinstatement value against fire, water and theft and document this to STW on request.. He hereby assigns to STW all claims for compensation under this insurance. STW hereby accepts the assignment. The supplier is obliged to carry out the necessary maintenance and inspection work as well as all repair work on the provided objects at his own expense in good time and to document this to STW on request. He must notify STW immediately of any damage that occurs.
- 12.4 Goods which the supplier manufactures in whole or in part according to the specifications of STW or using the items provided by STW may only be used by the supplier itself or offered, delivered or otherwise made available to third parties with the prior written consent of STW. This shall also apply to goods which STW has justifiably not accepted from the Supplier.
- 12.5 The obtaining of trade secrets by observing, examining, dismantling or testing a surrendered object which is in the legal possession of the supplier and is based on trade secrets of STW is prohibited. This prohibition ends as soon as the product in question has been made publicly available.
- 13. Force Majeure or similar**
- 13.1 If STW is prevented by force majeure according to section 13.2 from fulfilling its contractual obligations, in particular from accepting the goods, STW shall be released from its obligation to perform for the duration of the hindrance as well as a reasonable start-up period without being obliged to pay damages to the supplier. The same shall apply if STW is made unreasonably difficult or temporarily impossible to fulfil its obligations due to unforeseeable circumstances for which STW is not responsible, in particular

due to official measures (irrespective of their legality), lack of energy, lack of means of transport, power failure, failure of telecommunication connections or significant operational disturbances.

- 13.2 All unusual, unforeseeable events that are independent of the will and influence of the parties, such as, in particular, natural disasters, terrorist attacks, political unrest, blockades, sabotage, embargo, strike, lockout and other industrial actions, shall be considered force majeure.
- 13.3 STW will inform the supplier promptly about the events that have occurred.
- 13.4 STW is entitled to withdraw from the contract if such an obstacle according to clause 13.1 lasts for more than two months and the fulfilment of the contract is no longer of interest for STW as a result of the obstacle. At the request of the supplier, STW shall declare after expiry of the deadline whether it will exercise its right of withdrawal or whether it will accept the goods within a reasonable period of time.

14. Delivery assurance

- 14.1 Insofar as the delivery items are goods specially developed for STW, in particular if STW has directly or indirectly contributed to the costs of development and/or means of production, the supplier undertakes to supply STW with the delivery items within the scope of STW's existing requirements and to accept orders from STW for as long as STW requires the delivery items. STW shall inform the supplier in good time of the expected delivery volume according to the customer requirement forecasts of STW. However, the supplier shall not be entitled to demand acceptance of specific quantities unless the parties have expressly agreed otherwise in writing.
- 14.2 Insofar as the delivery items are goods that can be repaired, the supplier undertakes to guarantee the delivery of the necessary spare parts for a period of 15 (fifteen) years after delivery of the delivery item - even after the end of series production of the delivery item. If it becomes apparent to the supplier within this period that it will no longer be able to do so, it shall notify STW of the end of the supply possibility without delay and, unless the supplier can offer STW any other possibilities that are reasonable for STW, it shall give STW 12 (twelve) months before production is discontinued the opportunity to procure an all-time requirement.

15. Confidentiality

- 15.1 The supplier shall be obliged to keep secret for an unlimited period of time all information which becomes accessible to him via STW and which is designated as confidential or which is recognisable as business or trade secrets according to other circumstances and not to record, pass on or exploit it unless required for the delivery to STW.
- 15.2 The supplier shall ensure through suitable contractual agreements with the employees and agents working for him that these also refrain from any own exploitation, disclosure or unauthorised recording of such business and trade secrets, at least for the duration of the business relationship.
- 15.3 STW reserves all rights, in particular the ownership and copyright, to all documents, illustrations, drawings, specifications, samples etc. which may have been made available to the supplier. The supplier may only use them within the scope of the contractually foreseen purpose. They are to be treated strictly confidential and may not be made accessible to third parties without the prior written consent of STW.

16. Social responsibility and environmental protection

The supplier is obliged to comply with the respective regulations for dealing with employees, environmental protection and occupational safety and to work on reducing the sustainable effects on people and the environment in his activ-

ities. To this end, the supplier shall establish and further develop a management system according to ISO 14001 within the scope of its possibilities. Furthermore, the supplier shall observe the principles of the UN Global Compact Initiative. These essentially concern the protection of international human rights, the right to collective bargaining, the abolition of forced labor and child labor, the elimination of discrimination in hiring and employment, responsibility for the environment and the prevention of corruption. Further information on the UN Global Compact Initiative is available at www.unglobalcompact.org. In addition, the supplier shall observe the Code of Conduct of the ZVEI (German Electrical and Electronic Manufacturers' Association), to which STW expressly commits itself on its homepage under <https://www.stw-mobile-machines.com/grundsatzet/>.

17. Applicable law, place of jurisdiction, place of performance

- 17.1 These General Terms and Conditions and the entire legal relations of the supplier to STW are subject to the substantive law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the international convention of the United Nations of 11 April 1980 on contracts for the international sale of goods (CISG).
- 17.2 If the supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the registered office of STW in Am Bärenwald 6, 87600 Kaufbeuren, Deutschland, shall be the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from or in connection with this contractual relationship. The same applies if the supplier is an entrepreneur within the meaning of § 14 BGB. However, STW is also entitled to sue the supplier at the supplier's place of jurisdiction or at any other permissible place of jurisdiction.
- 17.3 The place of performance for all services of the supplier and of STW is the registered office of STW.

18. Severability clause

Should a provision in these General Terms and Conditions or a provision within the framework of other agreements between the supplier and STW violate statutory provisions in whole or in part or be or become invalid or unenforceable for other reasons, this shall not affect the validity of the remaining provisions or agreements. The invalid or unenforceable provision shall be replaced by the valid provision which comes closest to what the contracting parties had intended in the economic sense at the time of conclusion of the contract. The same shall also apply in the event of a gap in the contract.

Status: December 2020
