

### 1. Scope

(1) The legal relationship between the contractor (hereinafter referred to as "Contractor") and Schill+Seilacher GmbH (hereinafter referred to as "Company") for services or contractual services shall be governed by these General Terms and Conditions of Purchase.

(2) Unless otherwise agreed, the GTC shall apply in the version valid at the time of Company's order. This provision shall also apply to similar future contracts without the Company having to refer to it again in each individual case.

(3) Insofar as individual contractual provisions exist which deviate from or contradict the provisions of these GTCs, the individual contractual provisions shall take precedence over those of the GTCs.

(4) These GTCs shall apply exclusively. Contractor's deviating, conflicting or supplementary General Terms and Conditions of Business shall only become part of the contract if the Company has expressly agreed to their validity in writing or in text form.

### 2. Conclusion of the Contract

(1) Contracts (order and acceptance) and call-offs as well as their amendments and supplements shall be concluded or made in writing. Oral agreements shall not be binding for the Company unless the Company has expressly confirmed their content in writing.

(2) The Contractor is obliged to confirm our order in writing within a period of five (5) working days. A delayed acceptance shall be deemed a new offer and requires acceptance by the Company.

(3) The Company shall be entitled to change the time and place of contractual performance at any time by written notification with a notice period of at least four (4) weeks before the agreed date of performance. The same shall apply to changes in product specifications, provided that these can be implemented within the Contractor's normal production process without significant additional expenditure, whereby in such cases the period of notice according to the preceding sentence shall be at least six (6) months. The Company shall reimburse the Contractor for any proven and reasonable additional costs incurred as a result of the change. If such changes result in delays in performance which cannot be avoided with reasonable efforts in the Contractor's normal production and business operations, the originally agreed date of completion shall be postponed accordingly. The Contractor shall notify the Company in writing of the additional costs or delays in performance to be expected by him based on a careful assessment in due time before the completion date, but at least within ten (10) working days after receipt of Company's notification according to Sentence 1.

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### 3. Invoicing, Payment, Offsetting, Right of Retention

(1) The price stated in the order shall be binding. All prices include statutory value added tax, unless this is shown separately.

(2) Contractor shall send his invoices to the following e-mail address after coordination with Company's accounts payable department:

e-invoice@schillseilacher.de

(3) The invoices are to be issued in accordance with German value added tax law. All necessary accounting documents shall be enclosed.

(4) Insofar as invoicing is based on expenses, the invoices to be issued in accordance with the contract or otherwise monthly in arrears shall contain obligatory details of the number of employees who have performed the services invoiced, the number of working days performed by each of these employees, the daily rate of the employees whose services have been invoiced, the originals of all activity reports to be prepared and signed as well as a description of the expenses invoiced. Expenses shall be confirmed in advance by the Company in writing or in text form. Expenses shall only be reimbursed to the extent agreed upon in the order and, if no lump-sum payment has been agreed upon, only against proof.

(5) Contractor's travel expenses shall only be reimbursed if a written confirmation by the Company is available or contractually agreed.

(6) Payment shall be made within 30 days strictly net, unless expressly agreed otherwise. This period shall run from the date of receipt of the invoice, but not before complete delivery and performance (including any agreed acceptance). Payment shall be made by bank transfer.

(7) The Company shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent permitted by law. In particular, the Company shall be entitled to withhold due payments as long as the Company is still entitled to claims from incomplete or defective performance against the Contractor.

(8) The Contractor shall only have a right of set-off or retention on the basis of counterclaims that have become res judicata or are undisputed.

### 4. Scope of Services, Obligations of the Contracting Parties

(1) The services to be rendered by the Contractor usually comprise the listed tasks according to the order placed by the Company.

(2) The Contractor shall be obliged to perform the contractual services in such a way that they have the properties described in the contract or call-off together with the appendices and are not afflicted with defects that nullify or reduce the value or suitability for the usual or contractually stipulated use. The contractual services are to be provided on the basis of the current state of the art and science and in compliance with the care customary in the industry, but at least with the care of a prudent businessman. Relevant legal and official regulations are to be observed. The status at the time of execution of the respective services is decisive.

(3) The Contractor shall inform the Company about the result of his activities at regular periodic intervals if the contract period is longer than one month. At the Company's request, the Contractor shall provide information on the current processing status at any time free of charge.

(4) The contracting parties may agree in the contract on a schedule for the provision of services and a planned final date for the service to be provided. If a schedule or an end date for the completion of the services have

been agreed, these shall be binding. Any change requires the prior written consent of the Company. If no time schedule has been agreed between the parties, the individually agreed date of performance shall be binding.

(5) The Contractor shall be obliged to inform the Company in writing without delay if circumstances occur or if it becomes apparent that the agreed deadlines cannot be met.

(6) The Contractor shall provide the equipment and personnel required for the performance of the service, unless otherwise agreed in individual contracts.

(7) The Company and the Contractor shall endeavour, to the best of their knowledge and belief, to support the contractual partner in the performance of the respective obligation by providing information, details or experience in order to ensure a smooth and efficient workflow for both parties.

(8) If changes or improvements become apparent as expedient or necessary during the performance of services, the Contractor shall inform the Company immediately in writing and obtain a decision on a possible change of services.

The Company and the Contractor may apply in writing to the respective other party for changes to the agreed scope of services. After receipt of a request for modification, the recipient shall examine whether and under which conditions the modification is feasible and shall notify the applicant in writing of the approval or rejection within a reasonable period of time. The change to the required scope of services must be specified in writing in an amendment agreement.

(9) The Contractor shall perform at the place specified in the contract or in the call in any other written agreement. If no place of performance is specified, the place of performance shall be Böblingen. The respective place of destination shall also be the place of performance for any subsequent performance.

(10) The risk of accidental loss and accidental deterioration of the item shall pass to the Company upon delivery at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk.

(11) Partial performances shall require the prior written consent of the Company.

(12) If the Contractor has reservations about the intended type of execution or about the materials, studies, preliminary work or documents provided by the Company, they shall be communicated to the Company in writing without delay. The same shall apply if the Contractor recognises or has to recognise that other information or requirements of the Company are incorrect, incomplete, ambiguous or not suitable for execution.

(13) In case of justified cause (e.g. in case of non-compliance with agreements, milestones etc. by the Contractor) the Company shall be entitled to inspect Contractor's performance of the services during normal business hours and to inspect materials, documents and results of performance directly or indirectly related to the services.

(14) The Contractor shall be obliged to procure all necessary documents at his own expense and to submit them in due time. If the acceptance of the service

depends on the documents, the Company shall not be in default of acceptance if the Contractor has not submitted the documents in time, including a reasonable time for their inspection.

### **5. Subcontractors, Performance of Services by Third Parties**

(1) The integration of vicarious agents and subcontractors beyond the scope agreed in the order requires the prior written consent of the Company.

(2) The Contractor acts as general contractor. The Contractor guarantees that his sub-contractors, as far as their assignment is permissible, comply with the provisions of the Minimum Wage Act („*Mindestlohngesetz*“) and shall indemnify the Company from any damages, fines and claims of third parties.

(3) The Contractor shall provide the services itself or through third parties integrated into its work organisation and on its own responsibility. The Contractor shall only be entitled to use other third parties with the prior, express consent of the Company. Insofar as the Company agrees to the use of third parties, these shall be commissioned by the Contractor in his own name and on his own account.

### **6. Employment of the Contractor's Staff, Minimum Wage, No Personnel Leasing**

(1) The Contractor shall only employ personally and professionally qualified staff for the performance of the services and tasks specified in the order. The Contractor shall name to the Company a contact person responsible for the orders, with whom the necessary agreements on the subject matter of the contract are made.

(2) The Contractor is obliged to notify the Company in writing in advance of employees who are in direct contact with the Company (contact person/representatives). The Contractor is obliged to check all persons they employ to perform the services owed on the Schill+Seilacher GmbH premises for potential dangers (e.g. alcohol, drugs, weapons, etc.) before taking action for the first time. The Company may at any time demand suitable proof of the comparison or a confirmation of the comparison.

(3) A change of the Contractor's employees according to section 5.2 shall be notified to the Company in writing in advance. In case of a change of the Contractor's employees, section 5.1 shall apply accordingly. In this respect, the Contractor shall bear the consequences, in particular all costs of the exchange of employees and the training of replacement employees.

(4) The provision of services shall be carried out under the responsible management of the Contractor. For the services provided within the scope of the subject matter of the contract, the Contractor shall retain the sole authority to issue instructions with regard to technical, personnel and disciplinary matters.

(5) The Contractor undertakes to pay his employees at least the applicable minimum remuneration pursuant to Section 1 (1) of the Minimum Wage Act (*Mindestlohngesetz, MiLoG*). The Contractor undertakes to inform the Company immediately in text form if an employee deployed asserts claims under the

Minimum Wage Act or if administrative offence proceedings pursuant to Section 21 Minimum Wage Act are initiated against the Contractor or a subcontractor. In the event of a violation of the provisions of the Minimum Wage Act, the Contractor undertakes to comprehensively indemnify the Company from all obligations associated with such a violation (in particular a claim under Section 13 Minimum Wage Act) and, in addition, to compensate the Company for any damage resulting from a culpable violation.

(6) If a claim is made against the Company by one of the Contractor's employees for payment of the statutory or minimum wage, the Contractor shall be obliged to provide the Company with all information required for the defence against the claim as well as any action for payment. This shall also apply after termination of the contractual relationship between the Contractor and the Company. The obligation to provide information shall apply accordingly if employees of subcontractors commissioned by the Contractor claim payment of the statutory or collectively agreed minimum wage from the Company.

(7) The Contractor shall provide his services independently and shall be responsible for the payment of tax and social security contributions within his company. If necessary, the Company reserves the right to conduct a status determination procedure.

(8) The Contractor, the Contractor's employees or other representatives of the Contractor shall not be entitled against the Company to claim the establishment of an employment relationship.

(9) The Company shall not be entitled to give instructions to the Contractor's employees. The Contractor undertakes to ensure that no persons employed by them are integrated into the Company's business in the course of the performance of services. This shall apply in particular if persons deployed by the Contractor perform the services on the Company's premises or grounds.

(10) As soon as the Contractor sees indications that a fictitious self-employment of the Contractor at the Company could be assumed or that the performance of services by the Contractor could be qualified as temporary employment, the Contractor shall inform the Company about this immediately in writing or in text form.

### 7. Occupational Safety Requirements

The Contractor undertakes to provide the service in accordance with the accident prevention regulations of the employers' liability insurance associations (*Unfallverhütungsvorschriften der Berufsgenossenschaften*), the Equipment Safety Act (*Gerätesicherheitsgesetz*) and the generally recognised safety rules of occupational medicine. Insofar as requirements are stipulated in other legal regulations, in particular in occupational safety regulations, as well as in the Ordinance on Hazardous Substances and Hazardous Goods, these must be complied with.

### 8. Dates and Deadlines, Contractual Penalty

(1) The performance periods, delivery periods and dates shall be specified in the contract, call-off or other written agreement and shall be binding. As soon as one of the

contractual partners realises that agreed performance periods, delivery periods and delivery dates cannot be met, it shall notify the other contractual partner immediately and give reasons for the delay. The contractual partners will jointly discuss the effects of the missed deadline and possible remedial measures. If the Contractor does not perform his services or does not perform them within the agreed time of performance or if he is in default, the Company's rights - in particular to withdraw from the contract and to claim damages - shall be determined in accordance with the statutory provisions. The provisions in paragraph 3 remain unaffected.

(2) If the Contractor is in default, the Company may - in addition to further statutory claims - demand lump-sum compensation for the damage caused by default in the amount of 0.25% of the net price per calendar day, but not more than 5% of the net price of the goods delivered late in total. The Company reserves the right to prove that higher damages have been incurred. The Contractor reserves the right to prove that no damage at all or only a considerably lower damage has been incurred. The contractual penalty shall be set off against the damage caused by the delay to be compensated by the Contractor. The right to demand payment of an agreed contractual penalty shall not be forfeited if the contractual penalty was not expressly reserved upon acceptance of the delayed delivery. However, the Company must declare the reservation of the contractual penalty at the latest upon payment for the delayed delivery.

### 9. Force Majeure

Force majeure, labour disputes, riots, official measures, epidemic, pandemic and other unforeseeable, unavoidable and serious events shall release the contracting parties from their obligations to perform for the duration of the disturbance and to the extent of its effect. The contractual partners are obliged to provide the necessary information immediately within the scope of what is reasonable and to adapt their obligations to the changed circumstances in good faith.

### 10. Acceptance

(1) Insofar as services are subject to acceptance, the Contractor shall notify the Company in writing of the completion of his services, hand over the contractual services to him or make them available for acceptance and agree on an acceptance date. If partial acceptances have been agreed, they shall be carried out exclusively under the reservation of overall acceptance. If these have been carried out, the Contractor shall notify the Company in writing of the final completion of the services and demand final acceptance.

(2) Acceptance shall take place within four weeks of receipt of the notification of completion by the Company and handover/provision of the contractual services, unless a different acceptance date has been agreed. If the inspection of the Contractor's services requires commissioning or putting them into operation for test purposes, acceptance shall only take place after successful completion of the tests. Acceptance must be made in writing, usually in the form of a protocol.

(3) Payments by the Company shall not imply that the contractual services have been accepted or that acceptance has been waived.

(4) The above provisions shall apply accordingly to partial acceptances.

#### 11. Warranty and Limitation Period

(1) Claims arising from liability for defects shall become time-barred 36 months after final acceptance, unless a longer period of limitation is provided for by law. The 3-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for claims for surrender in rem by third parties (§ 438 para. 1 No. 1 German Civil Code, *Bürgerliches Gesetzbuch, BGB*) shall remain unaffected; furthermore, claims arising from defects of title shall not be subject to a limitation period under any circumstances as long as the third party can still assert the right - in particular in the absence of a limitation period - against the Company.

(2) In case of defects, the Company shall be entitled to the statutory claims without restriction.

(3) Upon receipt of the written notification of defects by the Contractor, the limitation of warranty claims shall be suspended until the Contractor rejects our claims or declares the defect to be remedied or otherwise refuses to continue negotiations on our claims. In case of replacement delivery and rectification of defects, the warranty period for replaced and repaired parts shall start again, unless the Company had to assume, based on the Contractor's behaviour, that the Contractor did not feel obliged to take such action, but only carried out the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.

#### 12. Liability; Industrial Property Rights of Third Parties; Product Liability

(1) Unless otherwise expressly provided for in these GTC, the Contractor shall be liable for any fault of their own and for any fault of their representatives, employees and other vicarious agents. The liability extends to all direct and indirect personal injury and damage to property, in particular also to loss of profit.

(2) The Contractor shall be liable for infringements of industrial property rights and copyrights of third parties caused by his performance and for which he is responsible. In the event of an infringement of industrial property rights or copyrights for which the Contractor is responsible, the Company shall be entitled, after written notification and expiry of a reasonable period of time, to obtain permission from the beneficiary to use the services affected by third party ancillary copyrights at the Contractor's expense.

(3) If claims are asserted against the Company by a third party in the event of an infringement of industrial property rights or copyrights for which the Contractor is responsible, the Contractor shall be obliged to indemnify the Company from these claims upon first written request; the Company shall not be entitled to enter into any agreements with the third party - without the Contractor's consent - in particular to conclude a settlement. The Contractor's obligation to indemnify refers to all expenses necessarily incurred by the

Company from or in connection with the claim by a third party.

(4) If the Contractor is responsible for a product damage, he shall indemnify the Company from third party claims to the extent that the cause is within his sphere of control and organisation and he is liable himself in relation to third parties.

(5) Within the scope of his obligation to indemnify, the Contractor shall reimburse expenses pursuant to Sections 683, 670 BGB (*German Civil Code*) which result from or in connection with a third-party claim including recall actions carried out by the Company. The Company shall inform the Contractor about the content and scope of recall measures - as far as possible and reasonable - and give the Contractor the opportunity to comment. Further legal claims shall remain unaffected.

(6) The Contractor is obliged to maintain product liability insurance at his own expense. The Contractor shall send the Company a copy of the liability policy at any time upon request.

#### 13. Rights to the Contractual Services

(1) In principle, the Company shall be entitled to all results arising within the scope of the order (including test and development reports, suggestions, ideas, drafts, designs, proposals, samples, models, drawings, CAD data sets and other documents). The Company shall receive free of charge, exclusive, irrevocable, unlimited in time, place and subject matter, transferable and sublicensable rights of use for all contractual services including the developed software. Any use of the contractual services by the Contractor or third parties requires the Company's prior written consent.

(2) If innovations (including in particular inventions, technical improvement suggestions, know-how, but also other individual intellectual and creative achievements) arise during the performance of the contractual services, the Contractor shall be obliged to inform the Company about this and to submit all documents required for the assessment of the innovations. The Company alone is entitled to file applications for industrial property rights. The Contractor shall make use of such innovations vis-à-vis his employees in due time and without limitation and shall support the Company in obtaining the property rights, in particular by making the necessary declarations. Should the Company waive an application in writing vis-à-vis the Contractor, the Contractor shall be entitled to apply for the corresponding property right at his own expense. The Company shall be entitled to a non-exclusive, free of charge, unlimited in time, space and content and transferable right of use of the industrial property rights granted to the Contractor. The Company and the Contractor shall each bear the employee invention compensation only for their own employees.

(3) Insofar as the Contractor's industrial property rights already existing at the time of conclusion of the contract are required for the production or exploitation of the contractual services, the Company shall irrevocably receive a non-exclusive, temporally and locally unlimited, free of charge, transferable and sublicensable right of use for the exploitation of the contractual services by the Company or third parties

commissioned by him. Before commencement of work, the Contractor shall inform the Company which of his industrial property rights may be significant for the contractual services.

(4) The Company shall irrevocably be entitled to the exclusive, free and transferable right of use for all known and unknown types of use of performance results that are subject to copyright. The Contractor's right of disposal of models, methods, modules, etc. that have been introduced or developed remains unaffected. The right of use shall also include the right of economic exploitation, publication, reproduction and the right to pass on to third parties for possible follow-up orders.

#### 14. Provisions of Materials

The Company reserves the right of ownership of the items provided by him. Processing or alteration by the Contractor shall be carried out for the Company. If the provided items are processed or mixed with other items not belonging to the Company, the Company shall acquire co-ownership of the new item in the ratio of the value of his provided items to the other processed or mixed items at the time of processing. If the mixing is done in such a way that the Contractor's item is to be regarded as the main item, the Contractor hereby assigns to the Company proportionate co-ownership of the main item. The Company hereby accepts the transfer. The Contractor shall keep the sole ownership or the co-ownership for the Company free of charge.

#### 15. Termination, End of Contract

(1) If the Contractor owes a work performance, the Company may terminate the entire contract or parts thereof at any time, in case of continuous performance only with a reasonable notice period. The Contractor's claim for remuneration shall be based on the statutory provisions with the proviso that the presumption according to § 648 sentence 3 BGB (*German Civil Code*) is limited to 2.5% unless the Contractor proves a higher amount. If termination is effected for good cause without observing a period of notice, the Contractor shall only be entitled to remuneration for the services completed and proven up to the time of termination if the Company can reasonably be expected to use these services and if the services are useful. Otherwise there is no claim for remuneration.

(2) If the Contractor owes a service, the Company may terminate the contract or parts thereof at any time. If the termination is due to the Contractor's behaviour contrary to the contract for which he is responsible or if he himself terminates the contract without having been induced to do so by the Company's behaviour which is contrary to the contract, the Contractor shall not be entitled to the remuneration insofar as his previous services are of no interest to the other party as a result of the termination. The Company's claims for damages shall remain unaffected. If the Contractor is not responsible for the reasons for termination, the Company shall reimburse the expenses demonstrably incurred up to the termination of the contract and directly resulting from the order, including the costs from liabilities that cannot be correspondingly discharged. The Contractor shall not be entitled to any

further claims for performance or damages on the occasion of termination.

(3) The rights to the results created up to termination shall be transferred to the Company in accordance with Clause 12.

(4) After the performance of the service agreed in the order, the Contractor shall return all performance results and the documents provided to him by the Company, including parts, samples and digital data carriers, without being asked. A right of retention of these documents shall only exist on the basis of undisputed or legally established claims from the same legal relationship.

(5) In the event of termination of the contract for any reason whatsoever, the Contractor shall immediately arrange for the dismantling and removal of his installations, tools and equipment, if he has installed or stored them at the Company's for the purpose of fulfilling the contract, at his own expense. Any waste caused by the Contractor's work shall also be removed immediately at the Contractor's expense and disposed of properly. If the Contractor does not comply with these obligations, the Company may, after fruitless expiry of a reasonable period of time, carry out the work himself or commission a third party and charge the costs incurred to the Contractor.

(6) Any termination must be in writing.

#### 16. Secrecy, Data Protection

(1) The Contractor undertakes to keep secret all information, knowledge and documents, e.g. technical and other data, personal data, measured values, technology, recipes, operating experience, trade secrets, know-how, drawings and other documentation (hereinafter referred to as "Information") received from the Company or otherwise made known to them or from the Company's area, not to make them accessible to third parties and to use them only for the purpose of performing the respective service.

Such information is excluded from the above obligations,

- which were already public knowledge at the time of the disclosure of the information, or
- the contractual partner demonstrably already possessed the information prior to disclosure, which the contractual partner demonstrably received or has received from third parties lawfully, if these third parties in turn acquired or disclosed the information lawfully and not in breach of a confidentiality agreement,
- and whose notification is the consequence of a mandatory legal obligation, in which case we must be informed of the notification.

(2) The Contractor undertakes to return all information physically transmitted hereunder, such as documents, samples, specimens or similar, to the Company immediately upon request by the Company, without retaining any copies or records, as well as to destroy any records, compilations and evaluations of their own containing information immediately upon request by the Company and to confirm this to the Company in writing.

(3) Employees, subcontractors or other persons commissioned by the Contractor in connection with the

performance of the service shall be obliged to maintain secrecy accordingly.

(4) The Contractor undertakes to immediately and effectively secure all information and data of the Company according to the current state of the art against unauthorised access, modification, destruction or loss, unauthorised transmission, other unauthorised processing and other misuse. When securing the Company's information and data, all precautions and measures in accordance with the currently recognised state of the art shall be observed in order to archive and restore data stocks at any time in a loss- and legally secure manner and to protect them against access by third parties.

(5) The Company alone shall be entitled to ownership and all industrial property rights to the Information. The provision of the Information does not constitute a licence to the Contractor and the Company alone is entitled to apply for industrial property rights based on the Information.

(6) The obligation of secrecy and limitation of use shall continue to apply for a period of three (3) years after termination of the contractual relationship.

(7) The Contractor shall be obliged to comply with all data protection regulations in the respective valid version and shall observe them. The Contractor shall instruct all employees in accordance with the relevant provisions of data protection law and oblige them to maintain data secrecy. These declarations shall be presented to the Company upon request.

### 17. Conformity with Regulations

Compliance with the rules of conduct is the business basis for all contractual relationships between the Company and all contractual partners. In the event that a contractual partner repeatedly and/or in spite of a corresponding indication of unlawful behaviour and does not prove that the violation of the law has been remedied as far as possible and that reasonable precautions have been taken to avoid violations of the law in the future, the Company reserves the right to withdraw from existing contracts or to terminate them without notice.

#### (1) Sustainability and Occupational Safety

The Contractor shall comply with the generally accepted principles of economic, ecological as well as social and ethical sustainability. Furthermore, the Contractor undertakes to comply with the respective legal regulations in their dealings with employees, environmental protection and occupational safety and to work on reducing adverse effects on man and environment in their activities.

The Contractor has to ensure that his services on the Company's premises or any other place of performance comply with accident prevention and occupational health and safety regulations as well as other safety-related/relevant rules so that adverse effects on man and environment are avoided or reduced.

The Contractor will ensure that his company will adhere to the observance of human rights in accordance with the European Convention on Human Rights (ECHR), the prohibition of child labour and forced labour, protection against inhumane working conditions through

appropriate limitation of working hours, as well as the legal requirements on minimum wages and health protection.

#### (2) Environmental Protection

The Company has integrated an environmental management system according to DIN EN ISO 14001:2015 into its management system.

The Contractor shall comply with or apply the relevant regulations regarding the handling and marketing of hazardous substances contained, for example, in the European Chemicals Regulation (REACH), the Chemicals Act (*Chemikaliengesetz*) and the Hazardous Substances Regulation (*Gefahrstoffverordnung*).

Furthermore, the Contractor shall observe the relevant regulations for the disposal of waste and residual materials and inform the Ordering Party of any product treatment/storage/disposal requirements.

#### (3) Energy

The Company has integrated an energy management system in accordance with DIN ISO 50001 into its management system with the aim of continuously improving its energy-related performance. One of our basic rules of conduct is therefore to produce in an energy-compatible manner and to reduce our energy consumption.

The Company would like to use energy-optimised products and services in the future. The Company asks the Contractor to take this into account in future offers to the Company.

The Company would therefore like to point out to the Contractor for future cooperation that the Company will examine and assess offers made by the Contractor with regard to aspects of influences on its energy-related performance, among other things. This means that products and services that lead to a more efficient use of energy will be evaluated positively and procured preferentially within the scope of the economic evaluation.

### 18. Quality

(1) The Contractor shall carry out and maintain an effective quality assurance according to ISO 9000 ff. or equivalent, and provide evidence of this to the Company upon request.

(2) The Company shall be entitled to inspect the Contractor's quality assurance system himself or through third parties commissioned by the Company after reasonable notice.

### 19. Applicable Law; Place of Performance and Jurisdiction; Written Form; Validity in the Event of Partial Invalidity

(1) German law shall apply to all contractual obligations and their execution as well as the claims resulting therefrom, excluding the UN Convention on Contracts for the International Sale of Goods.

(2) Unless expressly agreed otherwise, the place of performance for all claims arising from the business relationship shall be Böblingen.

(3) Exclusive place of jurisdiction shall be Böblingen.

(4) Amendments and supplements to these GTC including the waiver of the written form requirement itself must be made in writing.

(5) Should individual provisions of these GTC be or become invalid, the validity of the remaining provisions shall not be affected.

The invalid provision shall be replaced by a valid provision which comes as close as possible to the objective of the invalid provision.

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