

## Section 1 General Provisions; Applicability

- (1) These General Terms and Conditions of Purchasing (hereinafter "GTCs") apply to all business relationships between Us, SPINNER GmbH, Erzgießereistr. 33, 80335 Munich, (hereinafter "We" or "Us") and our suppliers (hereinafter "Supplier"). The GTCs apply only if Supplier is a business (within the meaning of § 14 of the German Civil Code (BGB)), a public entity, or a public special fund (öffentlich-rechtliches Sondervermögen).
- (2) The GTCs apply, in particular, to contracts for purchase and/or delivery of movable property and/or services and/or work (hereinafter in each case referred to as "Goods"), whether Supplier produces such Goods or purchases such Goods from sub-suppliers. The GTCs in the version agreed upon by the parties shall also serve as a master agreement for any future contracts for purchase and/or delivery of Goods with the same Supplier, whether or not We specifically make reference to these GTCs in a particular case.
- (3) These GTCs shall have exclusive applicability and no general terms and conditions of Supplier different from, in conflict with, or amending these GTCs shall become part of the contract between Us and Supplier except with our express, written consent. This consent requirement applies in all cases, for example even if We accept delivery from Supplier without reservation in full knowledge of Supplier's general terms and conditions.
- (4) Any agreements individually negotiated with Supplier in a particular case (including collateral agreements, amendments, or modifications) shall always take precedence over these GTCs. The terms and conditions of such agreements shall be governed by a written contract or our written confirmation.
- (5) Any legally relevant declarations or notices Supplier is required to provide to Us after the contract date (e.g., notices setting deadlines, demand letters, notice of rescission) shall be valid only if in written form. The timeliness of such declarations or notices shall be determined with reference to the date they are received by Us.
- (6) All references to applicable statutory provisions are for convenience only. Even absent such reference, statutory provisions will therefore apply unless they are expressly modified or excluded in these GTCs.

## Section 2 Offer and Acceptance

- (1) Orders and agreements shall be binding for Us only if they are in written form. Any oral agreements shall be binding only if they are confirmed by Us in written form. For compliance with the requirement of written form it shall be sufficient to exchange correspondence by telefax or email or to place orders through electronic ordering systems. Prior to acceptance Supplier shall advise Us of any obvious errors (e.g., typographical or computational errors) or incomplete orders, including the order documentation, for purposes of correction or completion.
- (2) Supplier shall confirm orders from Us within two business days in text form, stating the delivery date. By confirming an order Supplier shall be deemed to have accepted our offer. The delivery date as specified by Us and as confirmed by Supplier shall be binding and become part of the contract.
- (3) All written correspondence as well as all invoices and shipping documentation shall in each case include the order number and order item.
- (4) If an order confirmation is received by Us more than 14 (fourteen) calendar days after the order date, no contract shall result and the order confirmation shall be deemed a new offer that must be accepted by Us before a contract results. We reserve the right to accept offers by accepting delivery of ordered Goods.
- (5) Separate orders shall be identified separately in all written correspondence.

## Section 3 Delivery Dates, Delivery Default

- (1) The delivery date specified by Us in the order is binding. The delivery date refers to the date ordered Goods are to be delivered to the delivery address. Supplier is responsible for delivering ordered Goods to the delivery address by the agreed delivery date. Supplier agrees to

- a) notify Us in text form without undue delay if Supplier expects that Supplier will be unable to comply with an agreed delivery date, in whole or in part, and
- b) inform Us of the expected length of the delay.
- (2) Delivery in installments is not permitted except with our express consent.
- (3) If Supplier fails to make delivery or fails to do so by the agreed delivery date, or if Supplier is in default with delivery (Lieferverzug), We may avail ourselves of the remedies provided by applicable law. The provisions of subsection 4 shall remain unaffected thereby.
- (4) If Supplier is in default with delivery, We may – in addition to pursuing any other legal rights or claims We may have under applicable law – demand that Supplier pay liquidated damages in the amount of 0.2% of the net price for each calendar day of default to compensate Us for losses We suffer as a result of such default, however not to exceed 5% of the net price of the Goods that are not delivered on the agreed delivery date. We reserve the right to furnish proof that We have suffered additional damages. Supplier is free to furnish proof that We have suffered no damages or substantially lower damages.
- (5) We shall have the right to offset any claims for liquidated damages under section 3 (4) against any claims of Supplier.
- (6) Any acceptance by Us of late delivery shall result in no waiver of our claims for damages.
- (7) If Supplier makes delivery before the agreed delivery date, We shall have the right to charge Supplier reasonable storage costs for the additional storage time. Section 315 of the German Civil Code (BGB) (specification of performance by a party) shall apply. However, We shall have no obligation to accept delivery before the agreed delivery date.

## Section 4 Subcontractors, Delivery Terms, Transfer of Risk, Default of Acceptance

- (1) Supplier shall have no right to have any ordered Goods delivered by third parties (e.g., subcontractors) except with our prior consent in text form. Supplier assumes the procurement risk for all deliveries.
- (2) Unless otherwise agreed, delivery shall be made DAP (as defined in the INCOTERMS 2010) to the delivery address specified by Us. The address specified by Us is both the place of destination as well as the place of performance for deliveries, including any remedial performance. In the event that We have expressly and in writing consented to different delivery terms (see section 1 (3)), We shall nonetheless have the right to select the shipping method and carrier.
- (3) Each delivery shall include two copies of the packing list stating the date (issue date and shipping date), contents of delivery (product numbers, index, quantities, country of origin, and customs tariff number for each delivered item), as well as our order data (order date, order number, and item number), the type of packaging, the number of units, and the total weight of all units. If the packing list is missing or incomplete, We shall not be responsible for any resulting delays in processing or making payment.
- (4) Supplier shall package and declare Goods to customs as agreed or, if not applicable, as appropriate.
- (5) The risk of accidental loss or damage shall transfer in accordance with DAP (as defined in the INCOTERMS 2010) when the Goods are delivered to Us at the place of performance. For deliveries that are subject to a formal acceptance or for which formal acceptance has been agreed upon, the risk of loss or damage shall transfer at the time of formal acceptance. Deliveries that are ready for formal acceptance or for which formal acceptance has been agreed upon shall also otherwise be subject to the provisions of law governing contracts for delivery of work (which shall be applicable by analogy). For purposes of this provision default of acceptance (Annahmeverzug) on our part shall be equivalent to delivery or formal acceptance.
- (6) If We are in default of acceptance, applicable law shall apply. However, even if the contract provides for a certain action or cooperation on our part (e.g., making available materials) within a certain or ascertainable time period of the calendar and We have failed to perform such action or to provide such cooperation, Supplier must still expressly offer to make delivery. If the contract is for Goods that are specially made for Us

by Supplier and that cannot be sold otherwise (custom products), Supplier shall have additional rights only if We have agreed to provide certain cooperation and are legally responsible for our failure to do so.

### Section 5 Notification Obligations of Suppliers; Delivery of Replacement Parts

(1) Prior to making any changes to production methods, materials, or parts for our services, relocating any production facilities, or making any changes to procedures or facilities for the testing of products or to any other quality control measures, Supplier shall notify Us in due time so as to enable Us to review whether such changes may have adverse consequences for Us. Supplier shall require any approved subcontractors to comply with the same notification obligations. Supplier shall also notify Us if Supplier replaces any service providers or sub-suppliers. If it cannot be ruled out that such changes will have adverse consequences, Supplier shall ensure that We will be supplied with the original, unchanged parts until a suitable alternative solution has been found.

(2) In the event that products are discontinued or that any other relevant changes related to Goods ordered by Us on a regular basis occur, Supplier shall, without demand, provide Us with a time period of at least 12 (twelve) months for a last-time buy.

(3) Supplier shall notify Us of any changes to Supplier's corporate name without undue delay.

### Section 6 Prices and Payment Terms

(1) Prices stated in the order are binding. All agreed prices are fixed prices and exclusive of value-added tax (VAT), unless VAT is shown separately in the order.

(2) Unless agreed otherwise in a particular case, agreed prices shall include all services and ancillary services of Supplier (e.g., manufacture, assembly, installation, licenses) as well as all incidental costs (e.g., costs of materials, proper packaging, shipping, and any shipping and liability insurance coverage). Supplier shall accept returns of packaging materials upon our demand.

(3) A separate invoice for each order shall be sent to our billing address following delivery. Invoices shall not be enclosed with deliveries.

(4) Payment shall be made, at our option, either

(a) within 14 (fourteen) calendar days subject to a 3% cash discount for early payment, or

(b) within 30 (thirty) calendar days without any discounts or other deductions. The payment period shall commence on the date the Goods are fully received by Us as agreed and We have received the documentation provided for in section 4 (3), however not before the agreed delivery date.

(5) If We fail to make payment by the payment due date, no interest on the amount past due shall start accruing after the payment due date (Fälligkeitsszinsen). Any claim of Supplier for payment of default interest (Verzugszinsen) shall remain unaffected thereby. In the event of our default, Supplier may avail itself of the remedies provided for by applicable law.

(6) We shall have a right to offset counterclaims or to refuse performance based upon counterclaims, as well as a right to raise the defense of non-performance (§ 320 of the German Civil Code (BGB)) as provided by applicable law.

(7) Payment by Us shall not be construed as acknowledgment by Us that delivery is in conformity with the terms of the contract.

### Section 7 Rights to Software

(1) In the event that Supplier is delivering standard software (including all updates, upgrades, patches, etc.), We and our affiliates shall have the right to perform all copyright-relevant actions necessary for or conducive to using the software as agreed.

(2) Supplier hereby licenses to Us the rights to take all actions with respect to standard software that are typically associated with using software, including, without limitation, the rights, throughout the world and in perpetuity, without limitation, to make copies of the software (includ-

ing by making backup copies), to adapt the software as desired, including the correction of errors, the right to lease, resell, or sublicense the software to third parties, and the right to use the software for any other purposes in conformity with the state of the art. This license shall also include rights to use the software for purposes that are still unknown on the contract date. Supplier is responsible for procuring all necessary licenses from software developers.

(3) Supplier hereby licenses to Us, in perpetuity, throughout the world, and without limitation, the exclusive rights to all software specifically developed for Us (custom software) (including the rights defined in section 7 (1) and (2)). Supplier shall deliver the full source code of custom software to Us along with the software development documentation.

(4) Software delivered by Supplier, including embedded software, shall contain no open-source software (OSS") within the meaning of the Open Source Initiative. If delivered software contains OSS, Supplier shall expressly state so specifying which OSS is contained in which components of the delivered software, the license to which such OSS the subject, and which obligations must be satisfied under the license terms. Under no circumstances shall delivered software include OSS that results in a "copyleft effect" when using the delivered software.

### Section 8 Documentation, Confidentiality and Know-How, Data Privacy

(1) We reserve all copyrights and other rights, interests, and claims to and in our images, plans, drawings, calculations, performance specifications, product descriptions, and other documentation. Such documentation shall be used exclusively for rendering the agreed performance and, at the end of the contract, shall be destroyed or, if requested by Us, returned to Us without any copies being retained by Supplier, unless different recordkeeping obligations are applicable by law.

(2) Supplier shall keep this agreement as well as all confidential information exchanged between the parties confidential. Confidential information shall mean any and all information that is made available to Supplier by Us or on our behalf by verbal or written communication or by data transfer and in electronic form, or in any other manner and which, reasonably, must be regarded as protected by copyright, sensitive, or non-public. Confidential information shall include, without limitation, specifications, scientific documentation, patent applications and disclosures, processes, methods, formalities, models, samples, data, drawings, know-how, analyses, regulations, investigations, unit numbers, conditions, or other terms of our orders, as well as any copies and duplicates thereof. In any event, all information that is designated confidential shall be considered confidential information.

(3) Supplier shall keep confidential information confidential and not disclose such information to any third parties. Supplier shall take all steps necessary to prevent any unauthorized disclosure of confidential information that has been received by Supplier. In particular, only those employees shall receive confidential information who need to know such information for purposes of the contract.

(4) Supplier further agrees to use confidential information exclusively to achieve the agreed purpose and not to use confidential information after the parties' cooperation has ended.

(5) Supplier hereby licenses to Us, in perpetuity, throughout the world, and without limitation, the exclusive copyrights and all other intellectual property rights created in the course of research and development work performed by Supplier on our behalf.

(6) No products manufactured by Supplier based on documentation drafted by Us, or based upon confidential information, or using our tools or tools based on our tools shall be used or made available to third parties by Supplier except with our written consent.

(7) Supplier shall comply with all data protection obligations to which Supplier is subject.

### Section 9 Making Available Materials, Retention of Title

(1) We hereby retain title to all materials made available by Us (e.g., finished products and semi-finished products), including software, (hereinafter "Spinner-Supplied Goods") as well as any intellectual property

rights to Spinner-Supplied Goods, including, without limitation, copyrights. This shall also apply to any tools, models, samples, or other items We make available Supplier for delivering products or services to Us. Unless processed, Spinner-Supplied Goods shall be stored separately from other goods, appropriately identified as our property, and protected against theft, destruction, and loss as is standard in the business, in each case at the cost of Supplier.

(2) Supplier is permitted to process Spinner-Supplied Goods, to intermingle Spinner-Supplied Goods with other goods, or to combine Spinner-Supplied Goods with other goods. Such processing shall be exclusively for our benefit. Supplier shall store the resulting new products for Us with the diligence and care of a prudent business manager.

(3) If Spinner-Supplied Goods are processed or intermingled or combined with goods of third parties and such third parties continue to have ownership rights to such goods, We shall acquire co-ownership of the resulting products in proportion to the value of the Spinner-Supplied Goods relative to the value of the third-party goods.

(4) We hereby retain title to all parts of Spinner-Supplied Goods that are not processed, including production leftovers not suitable for their intended purpose. Unless agreed otherwise, Supplier shall inform Us of any production leftovers. We shall have the right to decide at our sole discretion whether Spinner-Supplied Goods or production leftovers shall remain with Supplier or shall be delivered to Us or third parties.

(5) Title to Goods shall transfer to Us unconditionally and whether or not We have paid the purchase price. In any event, any types of expanded or extended retentions of title are hereby excluded, so that any retention of title in favor of Supplier shall be valid only for those Goods and only until payment is made for the Goods that have been delivered to Us.

(6) Title to all tools or other production equipment produced on our behalf (hereinafter "Tools") shall fully transfer to Us. In lieu of transferring possession, Supplier shall store such Tools for Us at no cost with the diligence and care of a prudent business manager. Such Tools shall be stored separately and shall be appropriately identified in Supplier's business records. To the extent that there are intellectual property rights to Tools, including, without limitation, copyrights, Supplier hereby licenses to Us the rights to use such Tools in perpetuity, throughout the world, and without limitation.

#### Section 10 Delivery of Defective Goods

(1) Unless otherwise agreed, our rights in the event of any defects in quality or defects in title of the Goods (including delivery of the wrong Goods, delivery of an insufficient quantity of Goods, improper packaging or installation, or defective installation or operating instructions) or in the event of any other breach by Supplier shall be governed by applicable law. At the time of delivery all Goods shall be in conformity or exceed with the state of the art.

(2) Under applicable law Supplier is liable, in particular, if Goods do not have the agreed quality at the time the risk of loss transfers to Us. Agreements on quality shall include at least those product descriptions which – in particular as a result of being named or referenced in the order – become part of the contract or which were incorporated by reference into the contract in the same manner as these General Terms and Conditions of Purchasing. For purposes of this provision it shall make no difference whether product descriptions originate from Us, Supplier, or the manufacturer of the Goods.

(3) In derogation of § 442 para. 1 sent. 2 of the German Civil Code (BGB) it is hereby agreed that Supplier shall be subject to unlimited liability for any defects even if We fail to discover such defects on the contract date as a result of gross negligence.

(4) Our commercial obligation to examine Goods upon arrival and to provide Supplier with notice of any defects shall be governed by applicable law (§§ 377 and 381 of the German Commercial Code (HGB)), subject to the following provisos: our obligation to examine Goods shall be limited to defects that are reasonably apparent when the exterior condition of the Goods, including the delivery documentation, is inspected by Us upon arrival (e.g., damage from shipment, delivery of wrong products, or delivery of an insufficient quantity of products). Beyond that, We shall have no obligation to inspect or examine Goods upon

arrival. We shall have no obligation to inspect or examine Goods which are subject to formal acceptance or for which formal acceptance has been agreed upon. Moreover, our obligation to inspect and examine Goods shall depend on the extent to which an inspection and examination are feasible in the ordinary course of business under the circumstances. Our obligation to provide notice of any hidden defects that may be discovered by Us later shall remain unaffected thereby. In addition, § 377 para. 5 of the German Commercial Code (HGB) shall apply.

(5) Supplier is responsible for all expenses of repairing or replacing defective Goods at the place the Goods are used by Us. Supplier is responsible for all costs of inspection and repair even if it turns out that Goods are not actually defective. Our liability for damages resulting from unjustified demands to cure defects shall remain unaffected thereby; however, We shall be liable only if We knew, or absent gross negligence would have known, that there was no defect.

(6) If Supplier fails to comply with its obligation to render remedial performance – by repairing the defective products or, at our option, replacing the defective products – within a reasonable grace period set by Us, We may correct such defects independently and demand that Supplier reimburse Us for all necessary expenses incurred by Us in connection therewith. If remedial performance by Supplier has failed twice or would be unduly burdensome to Us (e.g., due to special urgency, endangerment of operational safety, or imminent danger of disproportionate damages), no grace period shall be necessary; Supplier shall be notified without undue delay, if possible in advance.

(7) In addition, We shall have the right to a reduction of the purchase price or to rescind the contract in the event of any defects in quality or defects in title as provided by applicable law. Moreover, We shall have the right to recover compensatory damages and the right to reimbursement of costs as provided by applicable law.

#### Section 11 Compliance with Applicable Laws and Standards

(1) Supplier agrees to comply with all applicable European and national standards, regulations, and laws, including, without limitation, RoHS, WEEE, REACH, and the German Electrical and Electronic Equipment Act (ElektroG), and Supplier shall ensure that products are in compliance with all such requirements. In addition, products must be in conformity with applicable industrial norms (e.g., DIN, IEC).

(2) Supplier shall notify Us without undue delay if its Goods contain any of the minerals and/or metals (hereinafter "Conflict Minerals") listed in Appendix 1 of Regulation (EU) 2017/821 ("Conflict Minerals Regulation"). Supplier agrees to comply with all requirements of the Conflict Minerals Regulation and to render all agreed performances in compliance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas. We reserve the right to contact any Suppliers whose Goods contain or may contain Conflict Minerals at least once a year and to request information identifying any smelters and refiners in the supply chain. Supplier shall keep and make available to Us upon request information within the meaning of Art. 4 para. 1 let. f), g) and h) of the Conflict Minerals Regulation, including supporting documentation. Supplier shall fully support Us in any third-party audits within the meaning of Art. 6 of the Conflict Minerals Regulation and make available all information and documentation that may be needed for such audits.

(3) Supplier shall render all performances in conformity with the Spinner Code of Conduct for Corporate Social Responsibility. The Code of Conduct for Corporate Social Responsibility is available on our website.

(4) Supplier shall establish, maintain, and prove to Us upon demand a documented, state-of-the-art quality management system that is appropriate in terms of its nature and extent and that is in conformity with the requirements of ISO 9001.

#### Section 12 Manufacturer's Liability and Indemnity

(1) If a third party brings claims against Us based on product liability or the manufacturer's tort liability as a result of Goods delivered by Supplier, Supplier shall hold Us harmless from such claims upon first demand to the extent of Supplier's liability share (Haftungsbeitrag) or in-

demnify Us in the corresponding amount.

(2) As part of Supplier's indemnity obligation Supplier shall, in accordance with §§ 683 and 670 of the German Civil Code (BGB), reimburse Us for expenses that are incurred as a result of or in connection with any claims of third parties, including any product recalls implemented by Us. We will inform Supplier of the nature and scope of any product recalls – to the extent possible and not unduly burdensome – and afford Supplier opportunity to respond. Any additional rights or claims We may have under applicable law shall remain unaffected thereby.

(3) Supplier shall procure and maintain in effect a product liability insurance policy with adequate liability limits and submit the policy to Us upon demand.

(4) Without prejudice to our claims for defects, We may avail ourselves of claims for indemnity within the supply chain as provided by applicable law (recourse against Supplier within the meaning of §§ 445a, 445b, and 478 of the German Civil Code (BGB)). In particular, We shall have the right to demand that Supplier render remedial performance (repair or replacement) of the kind We owe to our end customer in a particular case. Our statutory right to choose among remedies in the event of claims for defects (§ 439 para. 1 of the German Civil Code (BGB)) shall not be limited thereby.

(5) Prior to acknowledging liability for or satisfying any claims for defects made by our end customer (including any claim for reimbursement under §§ 445a para. 1, 439 para. 2 and 3 of the German Civil Code (BGB)), We will notify Supplier briefly describing the relevant facts and asking Supplier for a written response. If no substantiated response is received within a reasonable time period and no mutually agreeable solution is found, the claim for defect shall be deemed owed to our end customer. In such case Supplier has the burden of presenting counterevidence.

(6) Our claims based on recourse against the Supplier shall be valid even if defective Goods were processed by Us or another commercial enterprise, e.g., by installing the Goods into another product.

### Section 13 Limitation of Claims

(1) Any claims of the parties shall become time-barred as provided by applicable law, unless stated otherwise below.

(2) In derogation of § 48 para. 1 no. 3 and § 634a para. 1 no. 1 of the German Civil Code (BGB), the general limitation period for claims for defects shall be three years from the date the risk of loss transfers. For deliveries that are subject to formal acceptance or for which formal acceptance has been agreed upon, the limitation period shall begin on the date of formal acceptance. The three-year limitation period shall also apply to any claims for defects in title, provided however that the statutory limitation period for claims for defects in title based on third-party rights to the surrender of sold Goods (§ 438 para. 1 no. 1 of the German Civil Code (BGB)) shall remain unaffected; moreover, claims for defects in title shall not become time-barred under any circumstances as long as a third party can still enforce rights against Us – in particular because the limitation period has not yet expired.

(3) Any remedial performance shall be rendered without undue delay. Remedial performance shall restart the limitation period, unless the extent, duration, and/or costs of remedial performance allow no inference that Supplier acknowledged an obligation to render remedial performance. In the event of a valid notice of defect, the limitation period shall be extended by the time period between the date notice of defect is given and the date the defect is corrected.

(4) The limitation periods of commercial law and the law on contracts for delivery of work, including the aforementioned extension, shall – to the extent provided by law – apply to all contractual claims for defects. If We also have non-contractual claims for damages based on a defect, such claims shall be subject to the standard limitation period provided for by law (§§ 195, 199 of the German Civil Code (BGB)), unless the application of limitation periods of commercial law or the law on contracts for delivery of work results in a longer limitation period in a particular case.

### Section 14 Import and Export Laws

(1) If deliveries originate from a country of the European Union (EU) other than the Federal Republic of Germany, Supplier shall indicate its EU VAT identification number.

(2) Supplier shall at its own cost provide any information regarding its Supplier's declaration that may be required under EU or other laws, allow inspections by customs authorities, and submit any necessary official confirmations.

(3) At the latest in the Supplier's offer Supplier shall inform us:

(a) whether the agreed deliveries (or any part thereof) are subject to national export control laws. If so, the export list number shall be provided;

(b) whether the agreed deliveries (or any part thereof) are subject to EC export control laws. If so, the applicable number of the list of Goods shall be provided;

(c) whether the agreed deliveries (or any part thereof) are subject to any U.S export control laws.

If this is the case, the export control classification number (ECC) shall be provided, to the extent that deliveries are subject to the Export Administration Regulations (EAR); otherwise, if the International Traffic in Arms Regulation (ITAR) applies, the United States Munition List Number (USML) shall be provided. In addition, if ITAR provisions apply, Supplier shall inform Us whether the deliveries (or any part thereof) are classified as "significant military equipment" or "major defense equipment";

(d) in the event that Supplier wrongfully fails to provide the above information or provides incorrect information, We shall have the right to rescind the contract. Our right to claim other damages shall remain unaffected thereby.

### Section 15 Minimum Wage

(1) Supplier shall warrant that the wages paid to its employees are equal to or greater than the legal minimum wage and that Supplier is in compliance with all other obligations arising from the German Minimum Wage Act (MiLoG). This warranty shall be provided in text form.

(2) Supplier shall require any subcontractors who are associated to perform Supplier's contractual obligations, in text form or in written form, to comply with the provisions of the German Minimum Wage Act (MiLoG) and take appropriate steps to verify and ensure compliance. Supplier shall name any such subcontractors upon request.

(3) Supplier hereby warrants that We or third parties authorized by Us shall have the right to take appropriate steps to audit compliance with legal obligations arising from the German Minimum Wage Act (MiLoG). For this purpose Supplier shall make available upon request randomly selected payroll statements of its employees in anonymous form.

(4) If We are held liable by any third parties as a result of any violations of the German Minimum Wage Act (MiLoG) by Supplier or any of its subcontractors, seller shall fully indemnify Us and hold Us harmless from and against any and all such claims, including, without limitation, any administrative fines or penalties, any claims brought by social security carriers or tax authorities, and attorneys' fees in accordance with the German Act on Attorneys' Fees (RVG) that may be incurred for any necessary legal defense of third-party claims in or out of court.

(5) If Supplier or any of its subcontractors violates any provisions of the German Minimum Wage Act (MiLoG), We shall have the right to terminate the contract without notice.

### Section 16 Proprietary Rights of Third Parties

(1) Supplier shall be liable for any infringement of third-party patents, licenses, copyrights, or other proprietary rights resulting from the delivery or agreed use of Goods. Any applicable license fees shall be paid by Supplier.

(2) If We are held liable by any third party connection with such infringements, Supplier shall indemnify Us upon first demand from and against any all such claims in proportion to Supplier's liability share (Haftungsbeitrag). We shall have no right to enter into any related agreements with third parties except with the consent of Supplier.

### **Section 17 Advertising Materials**

Supplier shall not make reference to its business relationship with Us, for example in information or advertising materials (e.g., customer reference lists), except with our express written consent.

### **Section 18 Choice of Law, Venue and Jurisdiction**

(1) These General Terms and Conditions of Purchasing and all legal relationships between Us and Supplier shall be governed by the laws of the Federal Republic of Germany, except for the UN Convention on Contracts for the National Sale of Goods (CISG).

(2) Provided that Supplier is a merchant (Kaufmann) within the meaning of the German Commercial Code (HGB), a public entity, or a public special fund (öffentlich-rechtliches Sondervermögen), exclusive venue and jurisdiction – including international jurisdiction – for any and all disputes arising from or in connection with the contract shall be in the courts at the place of our registered office. However, We shall also have the right to file legal action in any court of competent venue and jurisdiction at the place of performance for Supplier's obligations or at the place of Supplier's registered office.