

1. Scope of application

- 1.1 These General Terms and Conditions of Purchase ("**GTCP**") of DAW SE, Roßdörfer Straße 50, 64372 Ober-Ramstadt, Germany, as well as of its affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (*AktG*) (collectively "**DAW**") shall apply to the production of works and all goods ordered from the supplier ("**Supplier**") (collectively "**Deliveries**") as well as to services and work performed by the Supplier ("**Services**"). The GTCP shall only apply if the Supplier is an entrepreneur (Section 14 of the German Civil Code – *BGB*), a legal entity under public law or a special fund under public law.
- 1.2 These GTCP shall apply exclusively. General terms and conditions of the Supplier are hereby expressly objected to. This also applies if DAW does not expressly object to them on another occasion or if the Supplier declares that it only intends to deliver on its general terms and conditions or if the same are attached to the Supplier's declaration of acceptance in accordance with clause 2.1 or to the delivery bill or order form. Likewise, the unreserved acceptance of Deliveries and Services by DAW or their payment does not constitute an acceptance of the general terms and conditions of the Supplier.
- 1.3 These GTCP apply in their respective version as a framework agreement also for future contracts for Deliveries and/or Services with the same Supplier without DAW having to refer to them again in each individual case.
- 1.4 These exclusively valid GTCP are part of the agreement concluded between DAW and the Supplier in the following order of priority:
- the order placed by DAW;
 - these GTCP.
- 1.5 Legally relevant declarations and notifications to be made by the Supplier to DAW after contract conclusion (e.g. setting of deadlines, reminders, declaration of withdrawal) must be made in writing to be effective.
- 1.6 To the extent that these GTCP require the written form (Section 126 (1) of the German Civil Code), the text form (Section 126b of the German Civil Code) and the application of the rule of interpretation pursuant to Section 127 (2) of the German Civil Code are excluded.
- 1.7 In the case of any Deliveries and Services on DAW's business premises, the Supplier shall comply with the safety regulations applicable on site and shall observe the provisions of the applicable third-party company guidelines for the respective DAW site, which can be accessed at <https://www.daw.de/agb>.

2. Conclusion of contract

- 2.1 Orders and contract modifications ("**Orders**") of DAW shall be deemed binding at the earliest upon their submission in text form or –if agreed between the contracting parties in writing– in the form of paperless EDI (Electronic Data Interchange) orders. These can be accepted by the Supplier by declaration in text form –clause 1.5 does not apply in this respect– ("**Order Confirmation**") or by delivery or performance. To the extent that nothing to the contrary results from DAW's order, an order confirmation by the Supplier is not required (Section 151 of the German Civil Code). The order confirmation, if requested separately by DAW, must contain all essential order data of the order, in particular the exact name of the ordered Deliveries and Services, the prices, the order number of DAW as well as the order date and delivery date.
- 2.2 The Supplier shall point out obvious errors (e.g. spelling and calculation mistakes) and any incompleteness of the order, including the order documents, for the purpose of correcting

and completing the order before acceptance; otherwise the contract shall be deemed not to have been concluded.

- 2.3 The Supplier will immediately notify DAW in text form of any changes and/or increases in the extent of services which prove to be necessary in the course of the performance of the contract on the basis of the information available to the Supplier. Their implementation requires prior consent from DAW.

3. Prices and terms of payment

- 3.1 The price stated in the Orders shall be binding and shall exclude any subsequent claims or price increases of any kind. This includes in particular price increases due to increased raw material or delivery prices.
- 3.2 All prices are to be stated without the applicable statutory value-added tax, which will be indicated separately.
- 3.3 Unless otherwise agreed in the Order, the price shall include all Services and ancillary services of the Supplier (e.g. planning, transport, assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).
- 3.4 The original invoices must not be enclosed with the delivery, but must be sent by post to DAW's P.O. Box address *DAW SE, Postfach 1344, D-63403 Hanau*, Germany, or by email in accordance with the "Supplier Terms and Conditions for Incoming PDF Invoices", which DAW shall make available to the Supplier in due time, to: fi-invoice@daw.de.
- 3.5 Invoices must correspond in their naming and order of items to the respective Order.
- 3.6 Unless otherwise agreed, payments by DAW shall be made by bank transfer to the bank account specified by the Supplier on the invoice and, depending on the matter of the contract, after delivery or acceptance and receipt of the invoice either within 14 days with a 3% discount on the net amount of the invoice or within 30 days without discount. Agreed cash discounts shall also be admissible in the event of set-off or the justified exercise of rights of retention due to defects.
- 3.7 Payment is made subject to invoice verification. Payments by DAW are not deemed to be an acknowledgement that the Deliveries or Services are in conformity with the contract.
- 3.8 DAW does not owe interest payable from the due date (*Fälligkeitszinsen*).
- 3.9 The statutory provisions apply to default in payment. DAW will only be in default if the Supplier has sent DAW a reminder requesting performance. Towards DAW, Section 286 (2) of the German Civil Code does not apply in this respect.
- 3.10 DAW is entitled to rights of set-off and retention as well as the objection of non-performance of the contract to the extent provided by law. In particular, DAW is entitled to withhold due payments as long as DAW is still entitled to claims from incomplete or defective Deliveries against the Supplier also from other contractual relationships and/or Orders between the parties. The Supplier has a right of set-off or retention only on the basis of counterclaims which have become *res judicata*, are undisputed or are in a reciprocal relationship.
- 3.11 The Supplier is not entitled to assign its claims towards DAW to a third party or to have them collected by a third party without DAW's written consent, which DAW may not unreasonably refuse. Section 354a of the German Commercial Code (*HGB*) remains unaffected.

4 Deliveries of the Supplier

- 4.1 The delivery dates or deadlines and sites specified in the Order are binding. The Supplier must comply with the scheduling of deliveries set by DAW.
- 4.2 The Supplier is obligated to comply with the delivery instructions of the respective destination (DAW site), which DAW will make available to the Supplier in due time prior to the delivery at the respective DAW site. Deliveries before and after the agreed date or outside the hours in which goods are accepted as specified by DAW as well as other deviations from the Orders, such as partial deliveries, are only permissible with the consent of DAW given in text form.
- 4.3 The Supplier must pack its deliveries properly and in doing so comply with all statutory packaging and shipping regulations and/or those specified by DAW.
- 4.4 The Supplier is obligated to use only such transport packaging which can be used for same-material recycling. The Supplier is obligated to take back all transport packaging of the delivered contractual products free of charge and to dispose of it in accordance with the statutory provisions or to name the service provider commissioned by the Supplier for this disposal obligation. Furthermore, the Supplier shall be obligated to use transport packaging made of environmentally compatible materials that do not burden recycling, in particular such materials that are approved in accordance with the German Packaging Ordinance (*Verpackungsverordnung*) as amended, and to specify the quantities and materials in the delivery bill in accordance with EU Directive 94/62/EC. EPAL exchange pallets will be exchanged in a quantity ratio of 1:1 for each delivery. Under all the above conditions, DAW is entitled to demand from the Supplier the costs for the disposal of the delivered transport packaging. Unless otherwise agreed or provided by law, DAW is not under any obligation to return packaging material.
- 4.5 The Supplier is obligated to enclose a delivery bill with each delivery, containing the following information: Order number, Order date, contact person, material number, an exact product name, delivery quantity and the production batch. The delivery bill must correspond in naming and order of items to the respective Order. Partial or remaining deliveries must be marked as such. In the case of partial deliveries, the remaining quantity to be delivered must be listed in the delivery bill.
- 4.6 The Supplier must notify DAW without delay, stating the reasons and the next possible delivery date, if and as soon as it becomes apparent that the Supplier will not be able to meet the delivery date. Only insofar as DAW confirms this delivery date in writing will it be deemed to be the delivery date agreed in deviation from the Order. Acceptance of a delayed delivery by DAW does not constitute a waiver of contractual claims.
- 4.7 For quantities, weights and dimensions, subject to proof to the contrary, the values determined by DAW during the inspection of incoming goods within the meaning of clause 7 are authoritative.
- 4.8 Unless otherwise specified in the Order, delivery shall be made "DDP" (Delivered, Duty Paid) in accordance with Incoterms® 2020 at the place of delivery specified in the Order.
- 4.9 The statutory provisions shall apply to the risk of accidental loss and accidental deterioration of the Deliveries. In the case of Deliveries with installation or assembly or if acceptance has been agreed, the risk shall not pass until such acceptance has taken place. Also in all other respects, the statutory provisions of the law on contracts for work and services shall apply *mutatis mutandis* with regard to acceptance.

- 4.10 Without DAW's prior written consent, the Supplier is not entitled to have the delivery owed by him made by third parties (e.g. subcontractors). The Supplier bears the procurement risk for its deliveries unless otherwise agreed in the Order (e.g. limitation to stock).
- 4.11 The transfer of ownership of the goods to DAW must be unconditional and without regard to the payment of the remuneration. DAW remains authorized in the ordinary course of business to resell the goods even before payment of the purchase price with advance assignment of the claim arising therefrom (alternatively, application of simple retention of title extended to the resale). In any case, all other forms of retention of title are excluded, in particular current-account/overall retention of title, passed-on retention of title and retention of title extended to further processing.

5 Services rendered by the Supplier

- 5.1 In addition to clauses 4.1, 4.2, 4.6, 4.9, 4.10, 4.11, which also apply to services, the following provisions of this clause shall apply.
- 5.2 The Supplier shall perform the Services contractually owed by itself and on its own responsibility. Only the Supplier is authorized to give instructions to its employees. The Supplier's employees do not enter into any employment relationship with DAW, even if they perform services on DAW's premises.
- 5.3 Prior to the commencement of the Services, the Supplier shall name to DAW a contact person at the Supplier who is responsible for receiving declarations. Communication within the scope of the existing contractual relationship, also with regard to the staff deployed, shall be made exclusively via the contact person named by the supplier. DAW must be notified in good time of any change of contact person. The Supplier shall only use qualified employees in the execution of the Order and shall provide proof of such upon DAW's request. In the event of justified doubts about the necessary experience or qualification of the staff used or in the event of repeated or serious misconduct of individual staff members to the detriment of DAW, DAW can require the Supplier to refrain from using such staff members within the scope of the performance of the service. The additional expenses resulting from this shall be borne by the Supplier. The Supplier shall coordinate the employees in accordance with the requirements of the Service to be provided so that the Services can be provided as contractually agreed and shall ensure that any downtimes of the employees used by the Supplier do not lead to an interruption and/or delay of the Services.
- 5.4 When accessing information and telecommunication technology of DAW, the Supplier shall observe information security guidelines applicable thereto, which DAW shall make available to the Supplier upon request.
- 5.5 The Supplier, without being requested to do so, shall inform DAW immediately of any facts or changes to facts which may cause suspicion of false self-employment on the part of the Supplier.

6 Documentation

- 6.1 The Supplier must provide DAW with all technical documentation, test certificates, operating and maintenance instructions, drawings, technical data sheets, product safety sheets, certificates of conformity and all other supporting documentation at the agreed time, but no later than upon delivery.

- 6.2. The Supplier shall ensure that the documents and messages (emails) sent by the Supplier electronically, including any attachments thereto, are free of any malware (viruses, Trojans, etc.) at the time they are sent, for example by means of active virus scanners on clients and mail servers or file servers.
- 7. Quality assurance of the Supplier, inspection of incoming goods by DAW**
- 7.1 The Supplier undertakes towards DAW to do everything in accordance with the respective state of the art to ensure that its deliveries are free of errors. The Supplier is committed to the "zero defects target" and must continuously review and optimize its performance in this respect. Insofar as DAW and the supplier have concluded a separate quality assurance agreement, such agreement shall take precedence over the following provisions.
- 7.2 The Supplier has implemented and applies an effective quality management system according to DIN EN ISO 9001 et seqq. or –after consultation with DAW– a system which is at least equivalent so as to ensure a consistently high and tested quality of the contractual products delivered by him to DAW. The Supplier undertakes to continuously supplement this system in accordance with the state of the art or on the basis of agreements with DAW.
- 7.3 The Supplier undertakes to comply with the relevant environmental laws and to provide the corresponding documentation. DAW further requires that the Supplier ensure compliance with the statutory regulations on occupational safety and accident prevention.
- 7.4 During normal plant opening hours, an inspection of the production and an examination of the quality assurance system as well as the logistics processes of the Supplier can be carried out by DAW or by a body commissioned by DAW and which is not in competition with the Supplier ("Audit"). The Supplier will make appropriate agreements with its vicarious agents so that DAW can also carry out such an inspection and review directly at the premises of such agents.
- 7.5 The Supplier shall maintain a consistent manufacturing process with consistent materials during the term of the contract. The Supplier must notify DAW of any change in the manufacturing process or materials required for any reason whatsoever at least three (3) months before the intended start of the changed production. The change is only permissible if DAW has agreed to it in writing. Otherwise DAW has an extraordinary right of termination.
- 7.6 The Supplier shall ensure that its sub-suppliers comply with the obligations assumed by the Supplier under this agreement and shall impose corresponding obligations on them. DAW may, upon request, demand evidence of such obligation.
- 7.7 The Supplier expressly assures DAW of the fact that the contractual products are subject to a continuous quality inspection during manufacture and are subjected to a final inspection of outgoing goods prior to delivery, unless a separate quality assurance agreement has been concluded.
- 7.8 Due to the quality assurance and inspections of outgoing goods carried out by the Supplier in accordance with the aforementioned clauses, DAW is not obligated to carry out an incoming goods inspection of the delivered contractual products. It will, however, randomly check whether the number and the type of the delivered contractual products correspond to the Order, as well as check the delivery for obvious transport damages. If defects become apparent in the process, DAW will notify the Supplier of such defects within one week. DAW is not subject to any further obligations to inspect and give notice of defects. To the extent that DAW becomes aware of defects in the contractual products during further processing of the contractual products on its premises or to the extent that its customers become aware of such defects during further processing of the contractual products on the construction site, DAW will notify the Supplier of such defects without undue delay, but no later than two weeks after becoming aware of such defects.
- 8. Compliance**
- 8.1 DAW expressly refers to the "Supplier Code of DAW SE" available ("**Supplier Code**"), which can be accessed at <https://www.daw.de/lieferanten>. The Supplier undertakes to comply with the Supplier Code as amended at the time of the respective Order.
- 8.2 DAW attaches paramount importance to social and societal responsibility in the context of corporate activities (Corporate Social Responsibility (CSR)) and therefore supports the initiative "United Nations Global Compact", available at <https://www.unglobalcompact.org>. The initiative is based on ten fundamental principles designed to make globalization more socially and ecologically responsible and to prevent corruption. The Supplier undertakes to observe and comply with these principles.
- 8.3 If the Supplier or the persons commissioned by or acting on behalf of the Supplier with regard to the Deliveries and Services have been proven to have participated in an inadmissible restriction of competition prior to the conclusion of this agreement and/or to have acted in an abusive manner in the market prior to or after the conclusion of this agreement, DAW shall be entitled to claim liquidated damages in the amount of 15% of the net order value, unless damages in a different amount are proven by the Supplier. Other contractual or statutory claims of DAW and its subsidiaries remain unaffected. This also applies if the contract is terminated or has already been fulfilled.
- 8.4 If DAW has sufficient evidence that the Supplier or a subcontractor or sub-supplier is in breach of the aforementioned obligations, DAW may terminate the contract without notice in writing to the Supplier.
- 9. REACH Regulation**
- 9.1 In the case of Deliveries of chemicals, the Supplier is obligated and assures DAW to comply with the requirements of Regulation (EC) No. 1272/2008 ("**CLP Regulation**") as well as Regulation (EC) No. 1907/2006 ("**REACH Regulation**") as amended.
- 9.2 The Supplier assures not to deliver any goods to DAW that contain or release substances not registered or approved and which are subject to registration or approval according to the REACH Regulation including any future amendments and modifications at the time of their delivery.
- 9.3 The Supplier further assures, for the entire term of the supply relationship with DAW, that it completes and maintains for all substances a registration or authorization required under the REACH Regulation. In this context, the Supplier assures that in the case of substances which it has not itself registered or approved and/or if such registration or approval ceases to exist, it will inform DAW thereof without delay. The Supplier will immediately inform DAW in writing of the discontinuation of a required registration or approval of a substance delivered to DAW. If a previously required registration or approval for a substance to be delivered ceases to exist, the Supplier is prohibited from delivering such substance to DAW or having it delivered to DAW.

- 9.4 Without exception, the Supplier shall submit with each delivery an up-to-date, complete safety data sheet in compliance with the requirements of the REACH Regulation. If the Supplier has to carry out a chemical safety assessment, the Supplier shall be obliged to check the safety data sheet for compliance with the chemical safety assessment and to adapt it as necessary. DAW must be informed immediately in writing of any changes to safety data sheets or safety information. Changes are to be indicated in the following updated safety data sheet / safety information attached.
- 9.5 The Supplier shall provide the safety data sheets in the country-language combination required by DAW.
- 9.6 If the Supplier is obliged to carry out a chemical safety assessment and to prepare a chemical safety report for a substance contained in released by goods delivered to DAW, in particular due to a use of a substance communicated by DAW, then the Supplier assures to have carried out this assessment and to have included conclusions therefrom in the safety data sheet or the safety information.
- 9.7 The Supplier shall provide sufficient information if articles are supplied to DAW which contain a concentration exceeding a mass percentage (w/w) of 0.1 of one or more substances meeting the criteria of Article 57 of the REACH Regulation (i.e. which may be included in the list of substances subject to authorization) and which have been identified in accordance with Article 59 (1) of the REACH Regulation (i.e. which have been included in the "Candidate List").
- 9.8 The fulfilment of the above obligations from clauses 9.1 to 9.7 are primary obligations of the Supplier.
- If the Supplier breaches an obligation according to clauses 9.1 to 9.7, DAW is entitled to withdraw from the contract if the Supplier does not remedy the breach within a reasonable period set by DAW. Corresponding claims for damages remain unaffected.
- If a claim is asserted against DAW by a third party who has purchased goods delivered by DAW because the delivered goods do not comply with the requirements of the REACH Regulation, the Supplier is obliged to indemnify DAW against such claims upon first written request to the extent that the claim against DAW is based on a breach of duty by the Supplier.
- 9.9 The Supplier of commercial goods shall provide DAW with the information for emergency health care in accordance with Annex VIII of the CLP Regulation. DAW will assume the submission of the information to the European Chemicals Agency for the respective country of destination.
- Alternatively, the Supplier shall submit the Unique Formulation Identifier (UFI) to DAW and supplement its existing notification immediately after DAW has informed the Supplier about the necessary countries.
- If the Supplier cannot provide the UFI within two weeks after request or cannot supplement the existing notification accordingly, the Supplier is obliged to provide DAW with 100% of the chemical composition so that DAW can fulfil its legal obligations for placing mixtures on the market.
- 10. Rights of DAW with regard to Deliveries**
- 10.1 The statutory provisions apply to the rights of DAW in the case of material defects and defects of title relating to the Deliveries (including wrong delivery, short delivery, improper assembly as well as incorrect instructions for assembly, operation or use) and in the case of other breaches of duty by the Supplier, unless otherwise provided for below.
- 10.2 The Supplier warrants that all Deliveries and Services are free of defects within the meaning of Sections 434 and 435 of the German Civil Code (if applicable in conjunction with Section 650 of the German Civil Code) or, as the case may be, within the meaning of Section 633 of the German Civil Code, and that they comply with the agreed quality and, in particular, that they
- comply with technical and other specifications, samples, drawings and other requirements placed on them;
 - are suitable for the specific use and application purposes for which they are ordered by DAW;
 - correspond to the latest state of the art;
 - comply with all applicable legal requirements and standards, in particular with regard to environmental matters, safety, labelling and labour laws and labour regulations;
 - are free from defects, especially in design, production and material;
 - are of a quality customary in the market and are suitable for normal use;
 - comply with the requirements according to clause 6.
- 10.3 In deviation from Section 442 (1) sentence 2 of the German Civil Code, DAW is also entitled without restriction to claims for defects if a defect remained unknown to DAW at the time of the conclusion of the contract as a result of gross negligence.
- 10.4 If the Supplier is in default with the Delivery, DAW can claim a contractual penalty of 1% of the net value of the respective Delivery for each commenced week of the delay, but not more than 5% of the net value of the respective Delivery. Even if DAW, when accepting the deliveries or supplementary performance, does not reserve the right to assert such claim, the contractual penalty can nevertheless be asserted until the final payment. DAW is entitled to assert a contractual penalty in addition to the performance. Further claims and rights remain reserved.
- 10.5 As to the obligation to examine and give notice of defects in commercial practice, the statutory provisions (Sections 377 and 381 of the German Commercial Code) apply subject to the following proviso: DAW's obligation to examine is limited to defects which become apparent during the incoming goods inspection by means of an external inspection including the delivery papers as well as during the quality control by means of random checks (e.g. damage during transport, wrong delivery and short delivery). DAW is obliged to comply with this obligation to examine within 14 calendar days from receipt of the Delivery.
- For the rest, the decisive question is to what extent an inspection is proportionate, taking into account the circumstances of the individual case in accordance with due and proper business practice. The obligation to give notice of defects which are discovered later shall remain unaffected. In all cases, the complaint by DAW (notice of defect) is deemed to be without delay and in good time if it is received by the Supplier within 14 working days after discovery of the defect.
- 10.6 If the supplier does not fulfil its obligation of supplementary performance within a reasonable period set by DAW, DAW can remedy the defect by itself or have it remedied by a third party, and demand compensation from the Supplier for the expenses necessary for such remedy or a suitable advance payment. If supplementary performance by the Supplier has failed or is unreasonable for DAW (e.g. because of particular urgency, because supplementary performance by the Supplier would most probably not be promising even within a reasonable short period of time, endangerment of operational safety or imminent occurrence of disproportionate damage), it is not necessary to set a time limit; DAW will inform the Supplier of such circumstances without delay, if possible in advance. Supplementary performance by the Supplier is to

be assumed to be unreasonable in particular if the delivery is already in the production process of DAW or of a customer.

10.7 The place of supplementary performance corresponds to the place where the object is located.

10.8 The limitation period for claims under the contract of sale is 3 years from the transfer of risk.
In the case of a building, or an item which has been used for a building in accordance with its usual manner of use and has caused the defectiveness of such building, the period of limitation shall be 5 years. The limitation period shall begin anew in case an obligation of supplementary performance has been acknowledged. Such an acknowledgement shall also be constituted by the undisputed rendering of the corresponding supplementary performance.

Section 445 b (2) and (3) of the German Civil Code shall remain unaffected.

10.9 DAW is entitled to claims within the supply chain (*Unternehmerregress*, i.e. entrepreneur's recourse, pursuant to Sections 445a and 478 of the German Civil Code) without restriction against the Supplier. In this respect, DAW is entitled to demand the same type of supplementary performance (rectification of defects or supplementary delivery) as is owed by DAW to the customer. This does not affect DAW's right of choice resulting from Section 439 (1) of the German Civil Code.

10.10 DAW is entitled, after briefly describing the issue, to request a statement from the Supplier before DAW recognizes and fulfils a claim asserted by one of its customers on account of a defective item (including reimbursement of expenses in accordance with Sections 445a (1), 439 (2) and (3) of the German Civil Code). If the Supplier does not make a statement within a reasonable period of time, at the latest, however, after 5 working days, the claim actually granted by DAW to the customer is deemed to be owed. The Supplier then bears the burden to prove the contrary.

11. Rights of DAW with regard to Services

11.1 Unless otherwise agreed, the rights of DAW in the event of a breach of obligations under a contract for work and/or services are governed by the statutory provisions. In addition to clauses 10.2, 10.4, 10.6 and 10.7, the following clauses apply to Services of the Supplier.

11.2 The contract for services concluded between DAW and the Supplier has the duration agreed upon in the order. The contract may be terminated in writing by both contracting parties with 5 days' notice, unless otherwise agreed. The right of the contractual partners to terminate the contract for services for good cause remains unaffected. Good cause shall be in particular if (a) the execution of the order is recognizably endangered by the Supplier's lack of performance or (b) facts become known which give rise to the presumption of bogus self-employment on the part of the Supplier.

11.3 The limitation period for claims under a contract for work and services is 3 years from the transfer of risk. In the case of a building, or a work whose successful outcome consists in the provision of planning or supervisory services for a building, the limitation period shall be 5 years. The limitation period shall begin anew in case an obligation of supplementary performance has been acknowledged. Such an acknowledgement shall also be constituted by the undisputed rendering of the corresponding supplementary performance.

12. (Product) liability / Insurance coverage and force majeure

12.1 The Supplier is liable for intent and negligence in accordance with the statutory provisions as well as for the fault of his bodies, employees, vicarious agents, suppliers and subcontractors.

12.2 The Supplier must release DAW from claims of third parties on first written request and in all other respects hold DAW harmless. Within the scope of his obligation to release DAW, the Supplier must reimburse expenses in accordance with Sections 683 and 670 of the German Civil Code that result from or in connection with a claim by a third party including recall actions carried out by DAW. DAW will inform the Supplier –to the extent that this is possible and reasonable– about the content and scope of recall measures and give the Supplier the opportunity to state its position. More far reaching statutory entitlements remain unaffected.

12.3 The Supplier is obliged to take out and maintain insurance with a recognized insurance company which adequately covers its obligations towards DAW. In particular, the Supplier undertakes to take out and maintain a general liability insurance with coverage amounts per individual case and calendar year that are customary in the industry and for companies of comparable size as well as a product liability insurance with coverage amounts per individual case and calendar year that are customary in the industry. The liability of the Supplier remains unaffected.

The Supplier is obliged to hand over copies of the corresponding insurance policies to DAW without delay and free of charge at DAW's request.

12.4 Neither DAW nor the Supplier is liable for damage or for the partial or entire non-fulfilment of contractual obligations if the respective occurrence of a damage or the partial or entire non-fulfilment is attributable in an adequately causal manner to a circumstance which was not foreseeable at the time of the conclusion of the contract and if the parties can neither prevent these consequences nor remedy them by reasonable measures ("**Force Majeure**").

A case of Force Majeure shall also be deemed to exist in the case of unforeseeable events beyond the control of a party, the effects of which on the performance of the contract cannot be prevented by reasonable measures taken by the party concerned, and shall include natural disasters, fire, flood, sanctions, embargo, epidemics (including pandemics) insofar as a risk level of at least "moderate" is determined by the Robert Koch Institute, acts or omissions of civil or military authorities (in particular currency restrictions, revocation or suspension of export or import licences), war, sabotage or terrorism.

If one or more services cannot be performed as a result of a government order issued only after the conclusion of the contract (including in the case of a pandemic) which includes or is expected to include the period of Delivery of the goods or provision of the Service, the Supplier and DAW shall inform each other of this without delay. The Supplier and DAW are mutually obliged to consult each other as to whether the performance can be made up for after the end of the force majeure situation and whether DAW still has an interest in the performance owed. In the event that it is possible to make up for the performance and in the event that DAW still has an interest in the performance, the parties undertake by mutual agreement to determine a replacement date or to agree on a procedure and a period for determining a replacement date.

Nevertheless, either party may withdraw from the contract affected by the Force Majeure if the Force Majeure continues for at least four (4) weeks within a period of three (3) months. There shall be no obligation to pay a (pro rata) remuneration,

any claims for expenses or damages or any cancellation costs. Payments or partial performances are to be reversed to the extent that they are unusable for DAW or that DAW has no interest in them. A claim for compensation for use on the part of the Supplier does not exist.

right, it will transfer the invention back to the Supplier. DAW retains a non-exclusive right of use.

13. Ownership of documents; rights of use and property rights

13.1 All documents and objects of all kinds made available to the Supplier by DAW remain the property of DAW and are to be returned to DAW at any time at DAW's request.

13.2 Rights of use to documentation, reports, documents, charts, drawings, diagrams, images, films, media of data for visual reproduction, data media etc. originating in connection with the execution of a contract for individualised Services for DAW belong exclusively to DAW upon payment of the agreed remuneration. The Supplier is entitled to keep one or, if necessary, several copies of the aforementioned material as proof of the Services provided by him. The Supplier is not entitled to any further rights, in particular a right of reproduction or distribution to this material. Original material is to be handed over to DAW and - to the extent that this is legally possible - the ownership of it must also be transferred to DAW.

13.3 DAW becomes the owner of all documents supplied by the Supplier and produced within the context of the respective contract, insofar as this is legally possible. DAW receives an exclusive, irrevocable, transferable right of use, unrestricted as to time, space and content, to such documents as well as to other results of performance and unprotected knowledge (know-how) arising from the cooperation. The results of performance include in particular all documents, presentations, reports, protocols, methods of analysis, formulations/compositions and other works which the Supplier produces in connection with the performance of the Services. The right of use extends to all known and unknown types of use.

13.4 If existing industrial property rights, copyrights or unprotected knowledge of the Supplier are used during the performance of the respective contract and if these are necessary for the exploitation of the work result by DAW, DAW will receive a non-exclusive right of use to the industrial property rights, the copyrights as well as to the unprotected knowledge (know-how). This includes all types of use.

13.5 The Supplier warrants that all Services rendered are free from third-party rights. If this is not the case, the Supplier must make contractual agreements with such third parties so that the Supplier is in a position to grant the aforementioned rights. If, in exceptional cases, the Supplier when providing the Services is not in a position to ensure that all the rights as mentioned above are comprehensively transferred to DAW, he must inform DAW of the actual scope of the possible acquisition of rights and the associated scope of the rights of use already before the order is placed. If the comprehensive acquisition of rights is not possible at economically justifiable or reasonable conditions, the Supplier must agree with DAW on the extent of the acquisition of the rights of use.

13.6 The Supplier will notify DAW without delay of all inventions or other protectable results which arise in connection with the Services provided for DAW and will provide DAW with all necessary information. All inventions are to be transferred to DAW. In the event of notification of any inventions, DAW reserves all rights with regard to any subsequent industrial property rights. The Supplier acknowledges that all rights to the data, documents, storage media etc., in particular property rights and copyrights, belong exclusively to DAW. If DAW has no interest in registering an invention for an industrial property

13.7 The transfer or granting of rights of use or industrial property rights in accordance with this clause 13 is fully included in the agreed price for the Delivery or Service.

13.8 For any types of use not covered by the granting of rights under this agreement, the Supplier shall grant DAW an option to acquire these rights on reasonable terms and conditions and shall ensure that the DAW can exercise such option. The conditions for exercising the option are to be determined by DAW at its reasonable discretion (Section 315 (3) of the German Civil Code), and in the event of a dispute, they are to be reviewed by the competent regional court.

13.9 The above provisions shall also bind the parties under the law of obligations, in particular in the event that no position under copyright law can be created or transferred in the aforementioned manner.

14. Confidentiality

14.1 For the purposes of this clause, Confidential Information means

a) all business, sales, financial, technical, scientific and other information, in particular, but not exclusively, specifications, formulations, designs, plans, drawings, calculations, safety data, test protocols, software, prototypes, product samples or process instructions (whether in writing, electronically, orally, in digital form or in any other form), which DAW makes available to the Supplier in connection with the performance of these GTCP or an Order and which at the same time is designated or marked as "confidential" or similar or are to be regarded as confidential for a diligent businessman due to the nature of the information or the circumstances of the disclosure.

b) the fact of the existence and content of the respective contract which is based on these GTCP.

14.2 The Supplier undertakes

a) to use all Confidential Information received exclusively for the purpose of initiating and executing an Order;

b) to make all Confidential Information received accessible only to those of its executive bodies, employees, executive bodies and employees of companies affiliated with it pursuant to Section 15 of the German Stock Corporation Act and executive bodies and employees of its subcontractors or sub-subcontractors of companies affiliated with the Supplier pursuant to Section 15 of the German Stock Corporation Act who require the Confidential Information in connection with the initiation and performance of this contract, provided that such employees, subcontractors and affiliated companies are obliged in writing to treat the Confidential Information in a manner at least equivalent to that set out in this clause; and

c) to keep confidential all Confidential Information received and to exercise the same care as it would exercise with respect to its own information and data of similar importance, but at least a reasonable degree of care.

14.3 No Confidential Information within the meaning of clause 14.1 shall be any information which

a) was already lawfully known to the Supplier prior to its disclosure without any obligation of confidentiality;

- b) is or becomes publicly accessible without the Supplier, its affiliated companies pursuant to Section 15 of the German Stock Corporation Act, its subcontractors or subcontractors of companies affiliated with it pursuant to Section 15 of the German Stock Corporation Act being responsible for this;
- c) is lawfully made accessible to the Supplier by a third party without a confidentiality obligation, provided that the third party –as far as the Supplier is aware– does not breach any confidentiality obligation of its own when making the information accessible;
- d) is information which has been independently developed by the Supplier;
- e) has been released by DAW in writing; or
- f) has to be disclosed due to an order of a public authority or a judge or due to mandatory legal provisions, provided that DAW has been informed immediately in writing of such steps for the purpose of exercising its rights and that the Supplier takes reasonable steps to ensure that the Confidential Information is treated confidentially.
- 14.4 The Supplier is liable to DAW for the unauthorised passing on or disclosure of Confidential Information made accessible in accordance with clause 14.2 as if such passing on or disclosure were the Supplier's own acts or omissions.
- 14.5 Confidential Information received must either be returned or destroyed, which choice is at the discretion of the Supplier, upon written request of DAW which must be made within 90 days after the end of these GTCP or, if the information relates only to one Order, after the end of the Order. This does not apply to routinely made backup copies of electronic data traffic and copies which are subject to a more extensive retention obligation under mandatory law.
- 14.6 The duties arising from this clause shall remain in force for 2 years after the end of the Order.
- 15. Data Privacy**
- 15.1 Any information relating to an identified or identifiable natural person ("**Personal Data**") received by (i) one Party from the other Party and/or (ii) processed by the Supplier shall be processed by that Party in the context of the provision of Deliveries and Services in strict compliance with applicable law, in particular all applicable data privacy regulations (in particular the EU General Data Protection Regulation, "**EU GDPR**"). The Supplier shall process Personal Data exclusively for the performance of its obligations under the contract. It shall treat the Personal Data as strictly confidential and store it only for as long as is mandatory by law or necessary for the performance of its obligations under the contract.
- 15.2 The Supplier will inform its employees about the processing of their Personal Data by DAW in the context of the business relationship with the effect that DAW fulfils its information obligations in accordance with the applicable data privacy provisions towards such employees; if the Supplier for comprehensible reasons omits details when providing otherwise complete information, it will provide DAW with such information upon request. Without prejudice to DAW's verification/audit rights under the business relationship and/or applicable law, the Supplier shall, upon request and at its own expense, provide DAW in a timely manner with such information as DAW may reasonably require to determine whether Personal Data subject to the contract is being or has been processed by the Supplier or an approved subcontractor (if applicable) in accordance with applicable data privacy laws and this clause 15.
- 15.3 The Supplier will notify DAW in writing without delay if the Supplier becomes aware of any breach of security resulting in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Data subject to the contract ("**Data Privacy Violation**"). DAW may request further reasonable information about the Data Privacy Violation, including but not limited to a reasonably detailed description of the Data Privacy Violation and the categories of Personal Data affected by the Data Privacy Violation.
- 15.4 To the extent that Personal Data is processed by the Supplier on behalf of DAW in such a way that the Supplier acts as a "Processor", the Parties shall agree on all necessary processing contracts based on DAW's templates for compliance with the applicable data privacy provisions.
- 15.5 To the extent that the Parties jointly determine the purposes and means of the processing of Personal Data as "Joint Controllers", the Parties shall agree in writing on a joint responsibility agreement based on DAW's templates setting out their respective responsibilities for compliance with the applicable data privacy provisions and in addition to the other provisions of this clause 15.
- 15.6 If the EU GDPR applies, the Supplier may not process or transfer Personal Data subject to the contract to a country outside the EU, the European Economic Area (EEA) and Switzerland without DAW's prior written consent, which shall be given by entering into an additional agreement (based on DAW's templates or the EU standard contractual clauses, as the case may be). If the EU GDPR is not applicable, the Supplier will process Personal Data without the prior written consent of DAW and without entering into any additional agreement (based on the templates provided by DAW) only within the borders of the country in which the DAW company concluding the contract has its registered office.
- 15.7 To the extent DAW agrees to the use of subcontractors and the Supplier has access to Personal Data subject to the contract, the Supplier will use the subcontractor as a processor under a contract (including, where required, the EU standard contractual clauses) which complies with the applicable data privacy provisions and ensures that the subcontractor complies with the Supplier's obligations under this clause 15.
- 16. Final provisions**
- 16.1 The law of the Federal Republic of Germany applies, however excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Convention on Contracts for the International Sale of Goods - CISG).
- 16.2 If the Supplier suspends his payments, if a provisional insolvency administrator is appointed or if insolvency proceedings are opened against the assets of the Supplier, DAW is entitled to withdraw from the contract in whole or in part or to terminate the contract. In this case, DAW can make use of the equipment available for the continuation of the work or of the Deliveries and Services so far provided by the Supplier in return for an appropriate remuneration. Section 321 of the German Civil Code remains unaffected.
- 16.3 The exclusive –also international– place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of DAW. However, DAW is also entitled in all cases, at its discretion, to sue the Supplier at any other general or special place of jurisdiction.
- 16.4 As written form in the sense of the contract, in addition to the hand-signed documents as provided for by law, an electronically signed and electronically transmitted document

is also permissible, provided that a digital record of the document history (certificate of completion) of the provider ensures that the signatory is identifiable and that a subsequent change of the data is recognisable.

- 16.5 The Supplier shall bear all costs for the performance of its contractual obligations, including data privacy obligations under this contract, arising from the withdrawal of the United Kingdom from the European Union. This includes in particular such costs as are incurred to ensure compliance with the then applicable law. Insofar as these costs, taking into account the provisions of this contract and DAW's interests in the Supplier's compliance with the contractual obligations, lead to an unreasonable economic disadvantage for the Supplier and insofar as the Supplier proves these costs to DAW accordingly, the parties will endeavour in joint negotiations to find an amicable agreement on the allocation of costs.