

General Terms and Conditions of Purchase

A. General Provisions

I. Scope, General Provisions

- Deliveries and services (each including ancillary services; collectively: "**Deliveries**") from suppliers, contractors and other third parties (each "**Supplier**") to us are made exclusively on the basis of these General Terms and Conditions of Purchase ("**Terms and Conditions**"). The Terms and Conditions shall apply exclusively to business transactions between us - VDM Metals International GmbH, VDM Metals GmbH or VDM Metals Holding GmbH - and entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law. In the course of an ongoing business relationship, these Terms and Conditions shall also apply to any future purchase contract, contract for the supply of movable goods to be manufactured or produced, contract for work, contract for services or any other contract regarding Deliveries including associated services (each "**Contract**") from the Supplier, without us having to refer to the Terms and Conditions again in each individual case. We hereby object to any terms and conditions of the Supplier which conflict with or deviate from these Terms and Conditions or any statutory provisions. This shall also apply if we accept Deliveries without reservation or make payments without reservation.
- Insofar as these terms and conditions refer to a written form requirement, text form within the meaning of Section 126b of the German Civil Code (BGB) shall be sufficient to fulfil the written form requirement.

II. Conclusion of a Contract, Orders

- The conclusion of a Contract between us and the Supplier requires our written order or our written confirmation of the conclusion of the Contract.
- The Supplier shall accept orders from us in writing within 5 working days, unless otherwise stated. Decisive for the timely acceptance of the order is the receipt of the Supplier's acceptance (order confirmation) by us. If the content of the Supplier's order confirmation deviates from our order, the Supplier shall specifically emphasise this in the order confirmation; such deviations shall only become part of the Contract if we accept them in writing.
- A contract shall also be concluded between us and the Supplier if the Supplier carries out the Deliveries specified in our order without reservation.
- The Supplier's offers shall be made free of charge for us. We may accept an offer from the Supplier within 10 working days of its submission, unless otherwise stated. The Supplier shall be bound by its offer until the expiry of this period. Our silence shall not be construed as an indication that a Contract has been entered into. If our acceptance of an offer from the Supplier is received late, the Supplier shall notify us without undue delay.
- Drawings and other documents referred to in an order are an integral part of the order. They shall become part of the Contract unless the Supplier expressly objects to them in the order confirmation corresponding to the order.
- If an order is a call-off under a quantity contract or framework agreement agreed between us and the Supplier, the call-off shall become binding on the Supplier if the Supplier does not object within 5 working days of receipt of the call-off; we are not obliged to issue call-offs under a framework agreement. In all other respects, the provisions for orders in these Terms and Conditions shall apply accordingly to call-offs.

B. Prices, Deliveries

I. Prices, Terms of Payment

- The prices agreed between us and the Supplier are fixed prices and binding. The agreed prices are based on DDP (INCOTERMS 2020) plus the statutory value added tax applicable at the time of delivery, and they include packaging, insurance, transport, freight and storage costs, customs duties, taxes, fees, assembly costs and all other ancillary costs.
- If it has been agreed that the Supplier's services shall be invoiced on a time basis, the Supplier shall be paid for the time spent on the services in accordance with the contract after deduction of breaks and set-up times. Travelling time and expenses shall only be paid if this has been expressly agreed. We reserve the right to further specify the form and content of the proof of expenditure required from the Supplier at our reasonable discretion.
- Unless otherwise agreed, our payments shall be due within 30 days after receipt of the Delivery or, if acceptance is required, after acceptance, and receipt of a proper and verifiable invoice. If payment is made within 14 days, we are entitled to deduct a 3% discount, unless otherwise agreed. This discount period shall not be triggered if we exceptionally accept partial Deliveries.
- Invoices shall comply with the statutory and contractual requirements. In any case, they shall show the name and address of the Supplier together with the supplier number, the name and address of the invoice recipient and the recipient of the Deliveries together with the date, contract number, our order number (and the order confirmation date together with the number, if applicable), a complete designation and description of the delivery item (together with our article number for each individual item, if available), quantities and quantity units, weights, individual prices for each individual item, the total price, the complete customs tariff number, the indication of the origin of the goods and the tax number of the Supplier. The Supplier undertakes to provide us with invoices in electronic form, to the extent that this is reasonably practicable.
- The receipt of a corresponding transfer order by our bank shall be sufficient for the timeliness of the payment owed by us. Our payments shall neither constitute acceptance of the Delivery nor recognition of the invoice or the Delivery as being in accordance with the Contract.
- Notwithstanding the other statutory requirements, a default in payment on our part shall require a reminder from the Supplier which is issued after the due date. In the event of a default in payment, we shall owe default interest in the amount of five percentage points above the respective base interest rate of the European Central Bank.

II. Terms of Delivery, Execution of Deliveries, Delivery Periods

- Deliveries shall be made on a DDP basis (INCOTERMS 2020) to the destination specified in the order, unless expressly agreed otherwise. The Supplier is also obliged to pack the Deliveries safely and appropriately for the respective transport and to insure them for transport.
- The Deliveries shall comply in every respect with the agreed condition (in particular with regard to chemical, physical and technical properties, dimensions, functions, design and quality), the

statutory requirements, the relevant safety regulations, legal provisions and regulations of governmental authorities and professional associations as well as the state of the art, and shall be suitable for the use intended by us and for the ordinary use. Further requirements remain unaffected. The Supplier is obliged to notify us in writing without delay if the Deliveries do not comply with the contractual or statutory requirements, in particular if they are not fully suitable for the use intended by us. If special tools are required for the use intended by us, which are not part of the Supplier's Deliveries, the Supplier shall inform us of this without undue delay. The Supplier shall also inform us without undue delay and in writing of any safety regulations relevant to the handling of the Deliveries and any health, safety or environmental risks associated with the Deliveries.

- The Supplier shall enclose with the Deliveries the usual documents together with test certificates (i.e. with regard to the quality of the material, unless otherwise agreed, acceptance test certificates 3.1 in accordance with EN 10204), weighing records, measurement records and other documents owed free of charge and shall also transmit them to us electronically at our request. The Supplier shall transfer to us the ownership of all documents relating to the delivery item as well as other documents required for its operation and maintenance. The contractual documents, including the technical documents, shall be written in German and in accordance with the International System of Units (SI).
- The delivery times and other dates for the performance of the Supplier specified in an order ("**Delivery Dates**") shall be binding. Any change to the Delivery Dates shall require our express consent. The Supplier's compliance with the Delivery Dates shall be subject to the Deliveries arriving at the agreed place of delivery on the Delivery Date and being delivered in accordance with the Contract. If the Deliveries require acceptance, the respective delivery date shall be deemed to have been met if the Supplier makes the Deliveries available to us ready for acceptance on the Delivery Date.
- As soon as it becomes apparent to the Supplier that it will not meet a Delivery Date, the Supplier shall notify us in writing without undue delay, stating the reasons and the expected duration of the delay. This shall not affect the Supplier's obligation to comply with the Delivery Date or our claims as a result of the delay.
- The Supplier shall carry out a thorough inspection of the Deliveries prior to delivery. Deliveries which do not pass this inspection shall not be delivered to us.
- The Supplier shall ensure that the Deliveries comply with all requirements for placing on the market in the European Economic Area, if applicable. The Supplier shall provide us with evidence of such compliance upon our request.
- In all delivery notes and shipping documents, the name and address of the Supplier together with the supplier number, name and address of the recipient of the Deliveries (if applicable, name of the plant and place of receipt) together with the date, contract number, our order number (if applicable, additionally the order confirmation date together with the number), a complete designation and description of the delivery item (together with our article number for each individual item, if available) together with quantities, quantity units and weights; the Supplier shall bear the costs incurred as a result of the failure to provide such information, unless such failure was not caused by the Supplier's negligence or wilful misconduct. If partial deliveries or partial services are agreed, the delivery note and the invoice shall state "partial delivery or partial service".

III. Deviations from the Contract

- Deliveries deviating from the Contract (modified or additional deliveries or services) by the Supplier shall not give rise to any claim for additional payment, unless we have agreed to such deviations in writing prior to the execution of the Deliveries.
- If the Supplier considers that modified or additional Deliveries are necessary or that services requested by us are not included in the scope of the Deliveries, it shall submit to us, without being requested to do so and without undue delay, a written supplementary offer based on the price basis of the Contract. The supplementary offer shall include all technical, commercial and time-related consequences of the deviating Deliveries. The preparation of a supplementary offer shall be free of charge to us.
- Unless otherwise agreed in an individual case, our consent to deviating Deliveries shall be given by us by placing an additional order in writing.

IV. Acceptance of Deliveries, Transfer of Risk, Transfer of Ownership

- Deliveries shall only require acceptance if this has been expressly agreed between us and the Supplier or is required by law. Unless otherwise agreed, we may declare acceptance up to 2 weeks after notification of completion of the Deliveries by the Supplier. Acceptance shall require an express written declaration by us. Partial acceptances are generally excluded.
- The risk of accidental loss and accidental deterioration of the Deliveries shall pass to us when the Deliveries are handed over at the agreed place of delivery. If the Deliveries require acceptance, the risk of accidental loss and accidental deterioration of the Deliveries shall only pass to us upon acceptance.
- Unless expressly agreed otherwise, we reject the Supplier's retention of title and Deliveries shall become our property upon handover. We may also mix, process, combine or resell Deliveries made under retention of title to our benefit in the ordinary course of business.
- We reserve the right to determine the weights of the delivery items on our calibrated scales. Insofar as we weigh the delivery items accordingly, these weighing results shall be decisive for invoicing. Proof of weight shall be provided in this respect by submitting the weighing report or other suitable documentation. Unless individual weighing is customary, the total weight of the delivery shall be decisive. Differences compared to the calculated individual weights shall be distributed proportionately among them. The Supplier is entitled to provide evidence for the incorrectness of our weighing results.
- Insofar as the Supplier is obliged to take back packaging, it shall take back the packaging at the place of performance (Section E.V.1) at its own expense. If the Supplier is entitled to demand the return of the packaging required for the delivery (in particular in the case of reusable packaging), this shall be clearly indicated on the delivery documents. In the absence of such indication on the delivery documents, we are entitled to recycle the packaging without compensation in compliance with the statutory requirements.

V. Spare Parts, Quality Assurance

- The Supplier shall keep spare parts (including wearing parts) for the Deliveries made to us (in particular for machines and systems) in stock for a period of at least 10 years after delivery and the Supplier shall offer them to us at normal market prices, unless this cannot reasonably be expected of the Supplier, for example because no spare parts are usually offered for the delivery items. If the production of such spare parts is discontinued, the Supplier shall notify us without undue delay after its knowledge about the decision on the discontinuation and offer us any suitable alternative spare parts at standard market conditions for at least 10 years after delivery.
- The Supplier shall set up and maintain a quality assurance system customary in the industry. Further agreed requirements shall remain unaffected. The Supplier shall be responsible for carrying out the quality assurance measures, including the necessary documentation. The Supplier shall make this documentation available to us on request. The Supplier shall retain the documentation in accordance with the statutory requirements, but for at least 10 years.
- We are entitled to inspect compliance with the quality assurance measures ourselves or through independent inspectors at the Supplier's premises during normal business hours and after giving due notice of at least 10 working days prior to the inspection. We are entitled to inspect the Supplier's inspection and test reports relating to any Delivery to us. The Supplier shall permit such inspection for a period of 10 years after delivery. The inspection shall not release the Supplier from its liability for defects. The Supplier is entitled to take appropriate measures to protect its business and trade secrets.
- The Supplier shall support us in procuring deliveries and services from third parties to the extent reasonable for the Supplier; this shall apply in particular with regard to the provision of data and shall also include the creation of interfaces and assistance in the migration of our data from the Supplier to third parties, even after termination of the Contract with the Supplier. This shall not apply if the Supplier's support services conflict with mandatory statutory provisions, in particular those relating to the protection of personal data and the Supplier's business secrets. In such case, the Supplier shall notify us of the specific reasons for the impediment and, after consulting with us on appropriate protective measures to eliminate the reasons for the impediment, shall provide the support services. The Supplier shall offer any such support services to us at standard market conditions.

VI. Specifications, Provided Materials, Drawings, Tools

- The Supplier shall independently check drawings, calculations, specifications and other requirements from us within the scope of its general and special expertise and technical knowledge for any errors, contradictions or concerns about suitability for use. The Supplier shall notify us without undue delay if it discovers any such errors, contradictions or concerns.
- Products, materials, tools or other means of production provided by us to the Supplier for the performance of its contractual obligations ("**Provided Materials**") shall remain our property. The Supplier may use the Provided Materials only for our orders.
- Provided Materials shall be stored and labelled separately by the Supplier free of charge. The Supplier shall bear the risk in relation to the Provided Materials from the time they are handed over to the Supplier until they are returned to us. During this period, the Supplier shall compensate us for any damage to or loss of the Provided Materials, unless caused such damage was caused by our negligence or wilful misconduct. The Supplier shall, at its own expense, carry out maintenance and repair work on tools or other production equipment provided by us and keep them in such condition that they are suitable for making Deliveries in accordance with the contract. The Supplier shall notify us without undue delay of any defects or malfunctions.
- The Supplier shall insure the Provided Materials at its own expense against theft, breakage, fire and water damage and shall provide us with evidence of such insurance upon request. The Supplier hereby assigns to us any claims against the insurer arising from these insurances in relation to our Provided Materials.
- The Supplier is authorised to process, combine and mix Provided Materials in accordance with our order, otherwise only with our prior written consent. The handling, processing, combining and mixing of the Provided Materials shall be carried out for us as manufacturer within the meaning of Section 950 of the German Civil Code (*BGB*), without any obligation on our part. The processed items shall be deemed to be Provided Materials within the meaning of Section B.VI.2. In the event of processing, combining or mixing the Provided Materials with items that are not our property, we shall acquire co-ownership of the new items. The extent of this co-ownership is determined by the ratio of the value of the Provided Materials to the value of the other items. If our ownership expires as a result of combining or mixing, the Supplier hereby assigns to us its ownership rights in the new item to the extent of the value of the Provided Materials and shall store them for us free of charge. The co-ownership rights shall be deemed to be Provided Materials within the meaning of Section B.VI.2.
- The Supplier shall notify us without undue delay of any seizure of the Provided Materials or any other interference by third parties.
- We reserve title to all metal residues (e.g. metal remains, chips, seaming or scooping scrap) resulting from the processing of the Provided Materials. These metal residues owned by us are also deemed to be Provided Materials within the meaning of Section B.VI.2. Unless expressly agreed otherwise, the Supplier shall collect the metal residues separately according to material and, upon request, shall make them available to us free of charge at the place of delivery, specifying the respective material group, so that we can collect the metal residues there and subsequently melt them down for our further production cycle.

C. Liability for Defects, Intellectual Property Rights, General Liability

I. Liability for Defects

- Insofar as the statutory obligation to inspect and give notice of defects (Sections 377, 381 of the German Commercial Code (*HGB*)) apply, these shall be subject to the proviso that we are only obliged to inspect the Deliveries after delivery with regard to quantity, type, externally recognisable defects (e.g. transport damage) and other obvious defects. We may give notice of obvious defects up to 5 days after delivery and of hidden defects up to 10 days after their discovery. If acceptance has been agreed, we are under no obligation to inspect the Deliveries and give notice of defects before the agreed acceptance date. We are under no obligation to inspect and give notice of defects other than specified above.
- If the Supplier's Delivery is defective, we are entitled to the statutory warranty rights without restriction. In particular, we are entitled - without prejudice to any further rights in respect of defects - to demand, at our option, the rectification of the defect or a new delivery or new manufacture.
- If the Supplier fails to comply with its obligation of subsequent performance ("*Nacherfüllung*") within a reasonable period set by us, we may remedy the defect ourselves and claim from the Supplier compensation for the necessary expenses or a corresponding advance payment. If subsequent performance by the Supplier has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate

damage), no deadline needs to be set. We shall inform the Supplier without undue delay of any circumstances that justify the unreasonableness, if possible before the defect is remedied by us.

- Any release of layouts, drawings, specifications or samples declared by us shall not constitute a waiver of rights in respect of defects. The Supplier's responsibility for the freedom from defects of its Deliveries shall remain unaffected by our release.
- The limitation period for claims in connection with defects in quality and title ("*Sach- und Rechtsmängel*") is 36 months from the start of the statutory limitation period, unless a longer limitation period applies by law.
- A notice of defect from us shall suspend the limitation period until agreement has been reached between us and the Supplier on the remedy of the defect and any consequences; however, the suspension shall end six months after the final rejection of the notice of defect by the Supplier.

II. Third-Party Rights, IP Rights, Rights of Use and Exploitation, Software

- The Supplier warrants that its Deliveries do not infringe any rights of third parties and that third parties cannot assert any rights in relation to the Deliveries, in particular any rights in rem and intellectual property rights including all industrial property rights such as, in particular, patent rights, trademark rights, utility models, design rights and related property right applications, inventions, rights to trade secrets and know-how, copyrights and ancillary copyrights, personal rights, rights to data ("**IP Rights**").
- If a third party asserts claims against us on the grounds of an infringement of IP Rights in relation to a Delivery of the Supplier, the Supplier shall - without prejudice to our further rights - at its discretion and at its own expense either obtain a right of use to the extent that the infringement is remedied with an equivalent result, or modify its Delivery in such a way that the Intellectual Property Right of the third party is not infringed, or replace its Delivery with a new one. An equivalent result shall be assumed if the agreed use of the Deliveries by us is not or only insignificantly restricted. Any further statutory rights we may have due to the infringement of third party rights by the Supplier's Deliveries, e.g. in the case of defects of title, shall remain unaffected.
- Insofar as the Deliveries or the documents and information associated with the Deliveries contain IP Rights of the Supplier or third parties, the Supplier irrevocably, unconditionally and for an unlimited period of time assigns to us all IP Rights of the Supplier or the third party which are necessary for the contractually implied and customary use of the Deliveries in a transferable and sub-licensable manner that is unlimited in terms of time and territory. In any case - in particular insofar as the Supplier is not able to transfer the IP Rights or insofar as IP Rights are not to be transferred in accordance with the respective contract - the Supplier shall grant us, in a transferable, sub-licensable manner that is unlimited in terms of time and territory, all rights of use and exploitation, including the right of publication, distribution, duplication and processing as well as translation, the right of making available to the public, the right of transmission by means of image and sound carriers, as well as, in relation to computer programs, the right of permanent or temporary reproduction, translation, editing, arrangement and other adaptations, distribution of the original or of reproductions, including by rental, as well as wired or wireless public transmission, including making available to the public, so that we can use, exploit and process the Deliveries and the documents and information associated with the Deliveries in the contractually implied manner and in accordance with their ordinary use. To the extent that software developed or adapted specifically to our needs ("**Individual Software**") is part of the Delivery, we shall be granted the rights of use to the extent set forth above, but on an exclusive basis. The rights of use and exploitation granted relate to all types of use and exploitation known and unknown at the time of delivery and authorise us, in particular, to transfer the Deliveries to third parties. Unless otherwise agreed in the respective Contract, if software is part of the Deliveries, the Supplier shall deliver the software to us with user documentation in the form of a user manual together with online support as well as the documentation on installation, operation and maintenance, the operating file, the description of the general architecture and the content of files and databases. To the extent that Individual Software is part of the Delivery, the Supplier shall also deliver the source code and the associated source code and programming documentation as well as interface documentation in German or English and in printable form. The transfer of rights or granting of rights shall be compensated by the agreed remuneration.
- The use of Open Source Software in a Delivery requires our prior written consent. Open Source Software is any software that is distributed under terms of use and licence for open source software, the essential obligations of which include the transfer or disclosure of the source code of the software ("**Open Source Software**"). If the Supplier intends to use Open Source Software as part of a Delivery, the Supplier undertakes as an essential contractual obligation to inform us in writing without undue delay (i) which Open Source Software components are to be used, (ii) which licence conditions apply to this, to provide us with a copy of these and (iii) to confirm that no so-called copyleft effect is triggered as a result of which the software product as a whole would be classified as Open Source Software. To the extent that the use of Open Source Software is permitted in accordance with this section, the Supplier remains obliged to ensure that the use of the Open Source Software does not restrict the contractual or intended use of the Delivery by us.
- We are the sole owner of all IP Rights in any work results arising from the use of the Deliveries ("**Work Results**"). In this respect, the Supplier undertakes to assign to us, without any additional remuneration, any IP Rights to Work Results to which it is entitled or, in the case of joint IP Rights in the Work Results, its shares therein without additional remuneration and without undue delay after becoming aware of them. If a transfer of IP Rights to Work Results is not possible, the Supplier shall grant us all rights of use and exploitation in this respect without any additional remuneration and without undue delay after becoming aware of them in an exclusive, irrevocable, unconditional, transferable and sub-licensable manner that is unlimited in terms of content, territory and time.

III. Indemnification, Insurance

- The Supplier shall indemnify us against claims for damages and reimbursement of expenses asserted against us by third parties on the basis of a defective Delivery, an infringement of IP Rights in relation to a Delivery by the Supplier or any other breach of duty caused by the Supplier's negligence or wilful misconduct. Any further statutory rights we may have shall remain unaffected.
- The Supplier shall also indemnify us within the scope of product liability and manufacturer's liability ("*Produkt- und Produzentenhaftung*") against all claims asserted for personal injury and damage to property attributable to a product defect of a Delivery or a breach of the Supplier's product monitoring obligation, unless this is not caused by the Supplier's negligence or wilful misconduct. If, for such reason, we are obliged to carry out a recall action or other field action vis-à-vis third parties, the Supplier shall bear all associated costs.
- The Supplier shall maintain, at its own expense, a business and product liability insurance policy with a customary sum insured. The Supplier shall send us a copy of the respective policy at any

time upon request.

IV. General Liability

1. The Supplier shall be liable to us for damages and reimbursement of expenses in accordance with the statutory provisions, unless otherwise agreed.
2. We are not liable to the Supplier for damages and reimbursement of expenses, regardless of the legal grounds (contract, tort, breach of duties arising from pre-contractual obligations, indemnification, etc.). The above exclusion of liability shall not apply in the event of liability under the German Product Liability Act ("*Produkthaftungsgesetz*"), in cases of wilful misconduct or gross negligence, in the event of culpable injury to life, limb or health, or in the event of a breach of material contractual obligations. Material contractual obligations are those obligations the fulfilment of which is essential for the proper performance of the Contract and on the fulfilment of which the Supplier regularly relies and may rely. However, our liability for breach of material contractual obligations shall be limited to compensation for foreseeable damage typical of the Contract, unless we are liable due to wilful misconduct or gross negligence, injury to life, limb or health or under the German Product Liability Act.

3. Insofar as our liability is excluded or limited under these Terms and Conditions, this shall also apply to the corresponding personal liability of our vicarious agents, representatives or employees.

D. Compliance

I. Code of Conduct for Suppliers, Code of Conduct for External Companies, CBAM, Data Protection

1. Notwithstanding any further contractual requirements, the Supplier shall comply with all relevant statutory provisions. This includes, in particular, all applicable anti-corruption laws.
2. The Supplier shall comply with the requirements of the Code of Conduct for Suppliers (available at: <https://www.vdm-metals.com/en/company/about-vdm-metals/corporate-responsibility>) at all times. The Supplier shall also comply with our declaration of principles on due diligence in the supply chain.
3. The Supplier shall comply with the relevant requirements from our supplier management portal (currently: [ASTRAS](https://astras.vdm.procurement.systems/astras/astras.R6/WFE/public/master/en/GB/-/login), available at: <https://astras.vdm.procurement.systems/astras/astras.R6/WFE/public/master/en/GB/-/login>) (this includes general requirements, in particular regarding information security and self-audit questionnaires as well as specific requirements for the Supplier's Deliveries).
4. The Supplier shall comply with the requirements of the Code of Conduct for External Companies (available at: <https://www.vdm-metals.com/en/downloads>) at all times. Insofar as specific requirements exist for certain activities - such as the principles and rules for external employees in the area of Digital Transformation & Services (DT&S) - or local construction site regulations or conditions for the use of external companies exist, they shall also be complied with.
5. The Supplier shall comply with all requirements of EU Regulation 2023/956 establishing a carbon border adjustment mechanism (CBAM) and shall provide us in writing and without undue delay with all information and data that we require to comply with the legal requirements in this context.
6. For any processing of personal data of the Supplier or its employees, our information in accordance with Art. 13 GDPR can be found here: <https://www.vdm-metals.com/en/data-protection>.

II. Foreign Trade Law

1. We are entitled to refuse performance of our contractual obligations if such performance is contrary to applicable national or international foreign trade law - in particular export control or customs regulations, including embargo regulations and sanctions lists ("**Applicable Foreign Trade Law**").
2. The Supplier shall comply with all requirements of Applicable Foreign Trade Law in the performance of its Deliveries. The Supplier is obliged provide us with all information and data that we require to comply with Applicable Foreign Trade Law for export, import and re-export in writing and without undue delay after our order – usually with the order confirmation – free of charge. This includes notification of whether a Delivery comes from a third country or is delivered via a third party, and applies in particular to the following additional information:
 - the listing of a good in accordance with the Annexes to Regulation (EU) 2021/821 and the German Export List (stating the list number) - in the respective current version;
 - the "Export Control Classification Number" according to the current U.S. "Commerce Control List", provided that the goods to be delivered are subject to the "Export Administration Regulations";
 - the full customs tariff number; and
 - the country of origin (non-preferential origin) and, upon our request, supplier declarations of preferential origin (for European suppliers) or certificates/certificates of preference (for non-European suppliers).The above provisions shall apply accordingly and shall also be observed by the Supplier if the subject matter of an order or the Applicable Foreign Trade Law changes.

3. The Supplier shall notify us without undue delay and free of charge in writing of any circumstances that become known to it after conclusion of the Contract which give rise to the assumption of a possible or actual violation of the Applicable Foreign Trade Law. In any case in which circumstances become known which justify the assumption of a possible or actual violation of Applicable Foreign Trade Law, a default of acceptance ("*Annahmeverzug*") on our part is excluded for a reasonable period of time in order to give us the opportunity to review the situation.

4. If actual violations of Applicable Foreign Trade Law are established or cannot be excluded, we may, at our discretion, withdraw from the contract in its entirety or in respect of those partial Deliveries which justify the assumption of a violation.

III. Material Breach of Contract, Indemnification

1. A breach by the Supplier of the compliance requirements pursuant to this Section D shall constitute a breach of a material contractual obligation. We reserve all rights in such a case.
2. The Supplier shall indemnify us against third-party claims and any other damage arising from a breach of the compliance requirements pursuant to this Section D attributable to the Supplier, unless such breach is not caused by the Supplier's negligence of wilful misconduct. The indemnification also includes the reimbursement of all necessary and reasonable expenses that

we incur or have incurred, in particular the costs and expenses of any legal defence, as well as any regulatory fines or penalties imposed by governmental authorities.

E. Miscellaneous

I. Confidentiality

1. We reserve all property rights and industrial property rights such as patent, trademark, utility and design rights as well as copyrights to illustrations, moulds, templates, samples, designs and design proposals, models, profiles, drawings, standard sheets, print templates, gauges, know-how, calculations, work documents and other documents and records ("**Documents**") provided by us. This includes, in particular, information on manufacturing processes, recipes and system configurations. Without our prior written consent, documents may only be used by the Supplier for the contractually intended purpose. The same applies to objects manufactured in accordance with the Documents.
2. The Supplier shall treat as confidential all Documents and information, in particular know-how and trade secrets, which it obtains from us ("**Confidential Information**"). In particular, the Supplier is not authorised to disclose or make the Confidential Information accessible to third parties without our prior consent. The Confidential Information shall only be used for the purposes of the Contract. The Supplier shall oblige its employees and other persons who gain access to the Confidential Information in connection with the performance of the Contract to maintain confidentiality accordingly. The Supplier shall also treat the circumstances of the business relationship with us as confidential. Without our written consent, the Supplier may not name us as a customer or joint projects as a reference to third parties.
3. The obligation under Section E.I.2 shall not apply to information which (a) was demonstrably already known to the Supplier at the time of conclusion of the Contract or subsequently becomes known to the Supplier from a third party without violating a confidentiality agreement, statutory provisions or official orders, (b) is already generally known at the time of conclusion of the Contract or later becomes generally known, provided this is not based on a violation of this Contract, (c) was developed independently by the Supplier without access to our Confidential Information, or (d) shall be disclosed due to legal obligations or by order of a court or governmental authority.
4. The obligations of this Section E shall survive the end of the Contract.

II. Force Majeure

1. If the execution of Deliveries or other performance of contractual obligations on the agreed dates is temporarily impossible or significantly impeded due to force majeure events, the contractual obligations of the affected party shall be suspended and the affected dates shall be extended accordingly.
2. Force majeure includes, in particular, such unforeseeable impediments to performance or disruptions which are beyond the control of the party concerned, which could not have been averted or remedied even with the diligence of a prudent businessman and which are not only of short duration. Force majeure includes, in particular, natural disasters, civil unrest, war, warlike conditions, government intervention, political measures or other measures of governmental authorities, riots, terrorism, official orders or epidemics. Strikes and lockouts are not considered cases of force majeure.
3. If a force majeure event lasts for more than 3 months, both parties are entitled to withdraw from the contract. In case of such withdrawal, the statutory provisions shall apply.

III. Sub-suppliers, Prohibition of Assignment, Set-off, Rights of Retention

1. The Supplier is not authorised to have the Deliveries carried out by sub-suppliers without our prior written consent.
2. The Supplier is not authorised to assign claims against us to third parties without our prior written consent. Section 354a of the German Commercial Code (*HGB*) remains unaffected by this.
3. The Supplier is only entitled to rights of set-off and retention to the extent that claims against us are undisputed or have been finally adjudicated or to the extent that the Supplier's claim is in a contractual relationship of reciprocity with our claim.

IV. Applicable Law

1. These Terms and Conditions and the contractual relationship between us and the Supplier shall be governed by the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.
2. When invoicing Deliveries from one EU member state to another, the VAT regulations of the 6th EC Directive shall apply in their respective applicable version, unless this is contrary to national law.

V. Place of Performance and Jurisdiction

1. Place of performance for all obligations under these Terms and Conditions is the place of delivery specified in the order. If no place of delivery is specified, the place of performance is our registered office. The place of performance for subsequent performance is the location of the respective delivery.
2. The exclusive place of jurisdiction for all legal disputes arising from or in connection with these Terms and Conditions is our general place of business. However, we are entitled to sue the Supplier at any other competent court, in particular at its general place of jurisdiction. The above provisions shall not apply if the law provides for an exclusive place of jurisdiction.

VI. Final Provisions

1. Supplements, amendments or ancillary agreements to these Terms and Conditions require a contractual agreement between us and the Supplier to be effective.
2. In the event that individual provisions of these Terms and Conditions are invalid, the validity of the remaining provisions of these Terms and Conditions shall remain unaffected.