General Purchase Conditions of SAERTEX GmbH & Co. KG, SAERTEX multiCom GmbH, SAERTEX Engineering GmbH

Version as of: November 2025

§ 1 Scope; Form

(1) These General Purchase Conditions (**“GPC”**) of the companies SAERTEX GmbH & Co. KG, SAERTEX multiCom GmbH & SAERTEX Engineering GmbH, all three located at Brochterbecker Damm 52, 48369 Saerbeck, (each of them being hereinafter re-ferred to as **"SAERTEX”**, **“we”** or **“us”"**) shall apply to all business relations with their business partners and Suppliers (**“Suppliers”**).

(2) The GPC shall apply, in particular, to contracts for the purchase and/or delivery of movable goods (**“goods”**), irrespective of whether the Supplier manufactures the Goods itself or purchases them from suppliers (sections 433, 650 of the German Civil Code (BGB [*Bürgerliches Gesetzbuch*])). Insofar as has not been agreed otherwise, the GPC in their version as of the time of SAERTEX placing the order or, in any case, in the version last notified to the Supplier in textual form shall also apply as a framework agreement for all similar future transactions with the Supplier without our having to refer to them again in each individual case.

(3) These GPC shall apply exclusively. Any conflicting or supplementary terms and conditions of the Supplier and any terms and conditions of the Supplier which deviate from these GPC shall not be acknowledged unless SAERTEX has explicitly acknowledged their validity in writing prior to the conclusion of the contract. These GPC shall also apply if SAERTEX, being aware of the Supplier's general terms and conditions, accepts the Supplier's deliveries without reservation.

(4) Any references to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply un-less they are directly amended or expressly excluded in these GPC.

(5) Any individual agreements with the Supplier (including any collateral agreements, supplements and amendments) shall take precedence over these GPC. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative regarding the content of any such agreements.

(6) All legally relevant declarations and notifications of the Supplier with regard to the contract (e.g. for the setting of deadlines, reminders, withdrawal) shall be made in writing, i.e. in written or textual form (e.g. letter, e-mail, fax). Any statutory requirements of form and any further evidence, in particular in the event of doubts concerning the legitimacy of the person making the declaration, shall remain unaffected.

§ 2 Offer; Acceptance

(1) Our order shall be deemed binding upon written submission or confirmation at the earliest. The Supplier shall point out obvious errors (e.g. spelling and calculation errors) and instances of incompleteness regarding the order (including the order documents) to us for purposes of correction or completion prior to acceptance of the order; otherwise the contract shall not be deemed to have been concluded.

(2) The Supplier is obliged to confirm receipt of SAERTEX’s order in writing within a period of three (3) days and to accept the order no later than one (1) week after receipt of the order.

(3) A belated acceptance shall be deemed to be a new offer and shall again be subject to our express written acceptance.

(4) Any offers shall be submitted as a single copy and shall be non-binding and free of charge for SAERTEX. The Supplier shall make their offer in conformity with the invita-tion to tender with regard to defects, quality and execution shall expressly call attention to any deviation therefrom. They shall be bound to their offer for a period of four (4) weeks.

§ 3 Prices; Terms of Payment

(1) The price stated in the order placed by SAERTEX shall be binding on the Supplier. Unless otherwise agreed in writing, the price shall be understood as “free domi-cile” including packaging costs. The return of the packaging and the costs associated therewith shall be subject to a separate agreement.

(2) All prices shall be understood plus any statutory VAT if this is not separately stated on the invoice.

(3) Invoices shall only be processed by SAERTEX if and to the extent that they contain the details of the order as per SAERTEX’s specifications, with the Supplier being responsible for all consequences arising from non-compliance with this obligation.

(4) Unless otherwise agreed, payments by SAERTEX shall be made subject to the following conditions:

a) The price shall be due and payable within thirty (30) calendar days of complete delivery and performance (including any acceptance agreed upon) and receipt of a proper invoice. Insofar as the Supplier makes partial deliveries, partial invoices may also be issued for these.

b) Unless expressly agreed otherwise in writing, SAERTEX shall pay the remuneration claimed by the Supplier within two (2) weeks as from delivery and receipt of a proper invoice with a 3% discount or net within 60 days after receipt of the in-voice.

c) In the case of claims for remuneration in connection with services, SAERTEX shall pay net within 30 days of receipt of the invoice.

(5) Default in payment is subject to the applicable statutory provisions.

(6) We shall have the rights of set-off and retention to the extent provided by law, particularly the right to withhold any payments due as long as there are still outstanding claims against the Supplier arising from incomplete or defective performance. The Supplier shall only have a right of set-off or retention on the basis of counterclaims which have been finally adjudicated or are undisputed.

(7) All documents required for acceptance, operation, maintenance and repair - such as test reports, tools, drawings, plans and operating instructions - shall be supplied by the Supplier free of charge, in reproducible form if necessary.

(8) If any advance payments have been agreed upon, the Supplier shall provide a directly enforceable guarantee from a major German bank or credit institution under public law by way of a security.

§ 4 Time of Delivery and Performance; Delay

(1) The time of delivery and/or performance specified in our order is binding. Where no time for performance has been specified or where this cannot be inferred from the circumstances, the Supplier shall ensure that performance takes place immediately (§ 271 of the German Civil Code). The Supplier shall be considered to be in default after the expiry of the time performance without the need for a reminder.

(2) The Supplier shall be obliged to notify SAERTEX without delay if circumstances arise or become apparent to the Supplier which indicate that the time for delivery and/or performance cannot be met. Notice to this effect shall be given to SAERTEX as soon as possible in textual form.

(3) In the event of default, delivery/performance not being within the agreed time of performance and/or in case of non-performance/non-delivery, SAERTEX shall have the statutory claims and shall, in particular, have the right to claim damages or to withdraw from the contract after the fruitless expiry of a reasonable grace period set to the Supplier. § 4 para. 4 shall remain unaffected.

(4) If the Supplier is in default, we shall be entitled, in addition to further statutory claims, to ask for a lump-sum compensation for our damages through default in the amount of 0.25% of the net price per calendar day. This amount, however, shall not exceed a total of five (5)% of the net price of the goods/services belatedly supplied/provided. We reserve ourselves the right that higher damage has occurred. It remains with the Supplier to demonstrate that no damage at all or only minor damage has occurred.

§ 5 Performance; Delivery; Delivery Documents; Transfer of Risk; Default of Acceptance

(1) The Supplier shall not have the right to have the performance owed by them rendered by any third parties (such as by subcontractors). The Supplier shall bear the procure-ments risks in connection with the services provided by them unless otherwise agreed in individual cases (e.g. limitation to stock).

(2) Delivery shall be made free domicile unless agreed otherwise. Delivery shall be made within Germany at the agreed conditions to the place specified in the order. The desired destination for each order shall be determined by SAERTEX. This can also be located directly with the respective SAERTEX customer. The respective place of destination shall also be the place of performance for the delivery as well as for any subsequent performance (obligation to deliver).

(3) The Supplier shall be permitted to make partial deliveries, with the proviso that they are reasonable and that we have agreed to such partial deliveries upon placing the order. A partial delivery shall be deemed reasonable in particular if (i) the partial delivery is usable for us within the scope of the contractually intended purpose, (ii) the delivery of the remainder of the goods ordered is ensured and (iii) we do not incur any significant additional expenses or costs as a result (unless the Supplier agrees to bear such costs).

(4) Delivery must be made enclosing delivery bills. The Supplier shall be obliged to exactly state the details concerning the order on all shipping documents or delivery bills, meaning in particular the date (issue and dispatch), the contents of the delivery (item number and quantity) as well as our order identification (date and number); if they fail to do so or should that details be incomplete, we shall not be responsible for any delays in processing and payment resulting therefrom. A corresponding dispatch note with the same contents must be sent to us separately from the delivery bill. In case of deliveries from foreign countries subject to customs duties, the Supplier shall contact SAERTEX in a timely fashion regarding customs and import processing.

(5) The risk of accidental loss and accidental deterioration of the item shall pass to SAERTEX upon handover at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk. If we are in default of acceptance, this shall be deemed equivalent to handover or acceptance.

(6) The occurrence of our default in acceptance shall be subject to the statutory provisions. However, an express offer by the Supplier is also required if a specific or determinable

calendar time has been agreed upon for an action or cooperation on our part (such as for provision of material). If we are in default of acceptance, the Supplier has the right to ask for compensation for its additional expenses in accordance with the statutory provisions (§ 304 of the German Civil Code). If the contract relates to a non-representable item to be manufactured by the supplier (individual production), any further rights on the part of the Supplier shall be conditional on the existence of an obligation for coopera-tion on our part and on the question as to whether the failure to cooperate lies within out sphere of responsibility.

§ 6 Special Provisions for the Purchase of Software

Insofar as not provided otherwise in this section, these GPC also apply of the purchase of software.

(1) Malware; Testing Obligations; Information Obligations

a) The Supplier undertakes to examine any and all software as well as any and all data carriers used by them within the scope of their services or any deliveries and services transmitted electronically (such as by e-mail or data transfer) for mal-ware (such as Trojan horses, viruses, spyware and the like) prior to delivery, pro-vision or use and thereby to ensure that they will be free from malware. In doing so, they shall use state-of-the art testing and analytic procedures.

b) Any data carriers found to contain malware must not be used.

c) If the Supplier, for their part, detects any malware at SAERTEX, they shall inform us thereof immediately. The same obligations apply to any form of communica-tion by electronic means, which shall be scanned for malware according to state-of-the-art standards. The Supplier declares that the examination of the software has not yielded any evidence of viruses, Trojan horses, spyware or the like.

d) The Supplier shall be obliged to notify us without delay if risks or additional expenses may arise from the defined specifications or prescribed standards, from the software tools used or from their interaction with the existing IT landscape of SAERTEX, or if the Supplier becomes aware of any such risks or additional expenses.

e) The Supplier is obliged to inform SAERTEX of any potential restrictions with regard to the usability, modifiability or further distribution of delivered software resulting from third-party license conditions applicable to such software. This applies, in particular, to any software or software components which are subject to open-source licenses or comparable license models.

(2) Performance; Fulfillment; Transfer of Risk

a) The Supplier assures that the delivered software is in compliance with the recognized technical and quality standards in force at the time of conclusion of the contract. The software shall be provided in compliance with the Generally Accepted Principles of Data Processing (GoDV [*Grundsätze für eine ordnungsmäßige Datenverarbeitung*]) and any relevant quality standards. Deliveries shall be thoroughly inspected and tested before being made available.

b) The Supplier shall not be deemed to have fulfilled the contract until functional tests performed on the software after receipt at the place of performance

have been completed successfully. SAERTEX shall perform functional testing within twelve (12) business days of receipt of the software.

c) § 6 para. 2 lit. a) notwithstanding, the Supplier's delivery obligation shall not be deemed to have been fulfilled upon handover of the complete and comprehensible documentation (system and user documentation) also being handed over to us in the German or English language. In case of programs specially produced

for SAERTEX, the program must also be supplied in source code format with the corresponding documentation.

d) The transfer of ownership and risk to us shall take place after successful completion of functional testing.

(3) Rights of use

a) SAERTEX shall have the non-exclusive transferable right of use (which shall be unlimited in time and space) to use the software, including the documentation, within a system environment or as part of a product manufactured and sold by SAERTEX, or to cause others to use the software in this way.

b) The aforementioned right of use shall also include the rights within the scope of the contractually agreed use as follows:

- for leasing within the SAERTEX Group.
- to make the software available within SAERTEX within the framework of application service providing services (or comparable forms of use);
- the making available of a software distribution program involving automated installation and deinstallation. In this context, one license key may be used for all installations, regardless of the user;
- the granting of licenses for earlier releases of the software. This does not affect our right to make a copy of the software for backup purposes. Making copies of the standard software for the purpose of proper data backup shall be considered to be part of the intended use.

(4) Open-Source-Software

a) The use of so-called open source software (i.e. software that can regularly be obtained free of charge and with the source code freely accessible; "**OSS**") shall be excluded for the purpose of fulfilling the contract. This shall apply independently of whether the license and use provisions of the OSS permit its use, and even if the aforementioned provisions would expressly permit use in original, modified, derivative and/or another form.

b) The use of OSS may be permitted in individual cases. This requires for the Supplier (i) to request the use of the relevant OSS from us in writing,
(ii) to provide us with the associated terms of license and usage, (iii) to communicate us the reasons (advantages/benefits) for the use of OSS in textual form, and (iv) for us to give our written consent with the use of the relevant OSS for the performance of the contract.

c) Any use of OSS by the Supplier without out prior written consent shall be deemed to be a material breach of contractual duty. If a contractual service provided by the Supplier contains OSS not released by us, this contractual service shall be deemed to be defective.

(5) Change of performance for individual software

a) If the subject matter of the contract between SAERTEX and the Supplier is non-standardized software, the supplier agrees, for a period of five (5) years from delivery of the software, to make changes/improvements to the software in accordance with our specifications against reasonable reimbursement of costs.

b) If the needs for changes in services should arise in the course of the implementation of the software in the existing IT landscape of SAERTEX, such changes shall be based on written offers in change or supplementary agreements. To the understanding of the Parties, a change in performance means either requirements outside the services which are the subject matter of the contract or changes to the agreed services which are the subject matter of the contract.

c) We shall notify the Supplier of any requests for changes in performance together with detailed descriptions. The Supplier shall immediately examine the change requests of SAERTEX in terms of their feasibility and, at the latest within five (5) working days from receipt of the notification of change, shall notify SAERTEX in writing of any effects of the change on the contractual services and shall submit an offer for a change agreement, insofar as the implementation of the changes results in relevant changes with regard to deadlines or prices.

d) Any and all documentation and records shall be accordingly supplied by the Supplier upon implementation of the change. During the implementation of the change in performance, the Supplier shall continue to perform the contractual services as scheduled, unless SAERTEX notifies the Supplier in writing that the work is to be discontinued or restricted until a final decision on the change in per-formance has been made.

e) If contractual services are to be rendered or actions are to be taken prior to the procedure for the change in performance that would no longer be usable for SAERTEX after the procedure for the change in performance has been completed, the Supplier shall notify us thereof in writing without delay.

§ 7 Inspection and audit rights

(1) The Supplier shall allow SAERTEX to inspect the progress of the contractual services, such as the completion of a work. SAERTEX shall have the right to ask for further information regarding the progress of contractual performance at any time by inspecting all relevant documents (reports, descriptions, listings, manuals and so forth). The documents required for this purpose shall be submitted to SAERTEX upon request and be explained to them.

(2) If the supplier is granted access to networks and/or data processing systems of SAERTEX or its customers through SAERTEX, such access may be used exclusively for the purpose of fulfilling the respective individual order. In particular is such cases, the Supplier undertakes to observe the provisions on confidentiality pursuant to § 13 and to impose these on its employees and other third parties involved in the execution of the work. Unless absolutely necessary for the fulfillment of the order by the Supplier, the latter shall not have the right to copy, modify, reproduce and/or pass on to third parties any data of SAERTEX to which they have access without the prior written consent of SAERTEX. SAERTEX shall be liable for the operability of access protection or for op-erational disruptions of the aforementioned networks and data processing systems as well as for any damage resulting from their use only to the extent required by law.

(3) SAERTEX and third parties commissioned by them shall have the right to verify the contractual delivery and/or performance with the Supplier during their operating hours,

to participate in factory inspections and to carry out tests. SAERTEX shall bear the costs of inspections initiated by SAERTEX, unless otherwise agreed or if the need for inspections is justified due to faults being detected. Repeat inspections by SAERTEX due to defects having been identified in previous inspections shall be borne in full by the Supplier. When awarding subcontracts, the Supplier undertakes to ensure the granting of contractual rights to obtain information from and to carry out tests with the subcontractor. Any inspections shall not release the Supplier from their warranty and liability.

§ 8 Obligation to Give Notice of Defects; Defects; Warranty

(1) The statutory provisions (sections 377, 381 of the German Commercial Code (HGB [*Handelsgesetzbuch*]) shall apply to the commercial obligation to examine the goods and to give notice of defects, subject to the following proviso: Our obligation to inspect shall be limited to defects which become apparent during our incoming goods inspec-

tion process by way of external examination including inspection of the delivery documents (e.g. transport damage, wrong and short delivery) or which are recognizable by way of random sampling during our quality control process. There shall be no obligation to inspect insofar as acceptance has been agreed upon. Apart from that, the decisive factor is to which extent an investigation is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected.

(2) Notwithstanding our obligation to inspect, any complaint (notice of defect) on our part shall, in any case, be deemed to be prompt and timely if it is received by the Supplier within a period of fourteen (14) working days as from the discovery of the defect or, in the case of obvious defects, from delivery to SAERTEX. If a quality assurance agree-ment exists, the separate provisions on incoming inspection contained therein shall ap-ply, if applicable, with regard to the obligations concerning the inspection for and notifi-cation of defects to be fulfilled by SAERTEX.

(3) The statutory warranty rights of SAERTEX in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly, defective assembly, operating or operating instructions) and in the event of other breaches of duty on the part of the Supplier shall apply in full and without restriction, unless otherwise stipulated in the following.

a) Notwithstanding § 442 para. 1 sentence 2 of the German Civil Code, we shall al-so have unlimited claims for defects if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.

b) The Supplier warrants in particular that the goods delivered or the work performances owed are in compliance with the statutory and contractually agreed quality and packaging conditions, the service/product description, or - in the absence thereof - at least with the quality conditions customary in the trade and the current state of the art at the time of transfer of risk, and that they are free from material defects and defects of title or defects within the meaning of the law, in particular within the meaning of the German Product Liability Act [*Produkthaftungsgesetz*]. In any case, product descriptions shall be deemed to be an agreement on the quality of the products concerned if they - in particular by designation or reference in our order - are the subject matter or the respective contract or have been in-corporated into the contract in the same way as these GPC. It is irrelevant wheth-er the product description originates from us, from the Supplier or from the manu-facturer.

c) The Supplier warrants that the distribution of the goods delivered and/or of the contractual services rendered does not infringe any applicable regulations including packaging and labeling regulations, does not violate third party rights and/or that the goods delivered and/or the services performed are in conformity with the requirements of public law and/or competition law. They furthermore warrant that any existing and/or enclosed markings concerning the properties, condition, durability, designations, descriptions, accompanying documents and/or advertising statements as well as any instructions for use and assembly are correct in terms of their content, legally acceptable, complete, comprehensible and written in the German language.

d) Insofar as the delivery of goods relates to products which are used directly or indirectly in the context of aviation, the Supplier guarantees that the goods delivered by them are suitable for use in aviation in the sense of a guarantee of quality. If a quality assurance agreement is in place between the Parties, the performance values and specifications agreed therein for the delivery of goods shall be understood as guarantees of quality.

(4) The provisions pursuant to § 8 para. 3 lit. a) to d) shall apply to services provided by the Supplier, in particular consulting services, by way of analogy.

(5) Insofar as the Supplier infringes any obligations incumbent upon them, they shall be liable to SAERTEX for any kind of fault. It is hereby pointed out to the Supplier that they have the right to prove that they are not responsible for a breach of duty.

(6) SAERTEX shall be obligated to clarify claims or infringements of rights alleged by customers in court only insofar as the Supplier agrees in advance to reimburse them for the costs to be expected for this.

(7) If the contractual performance rendered by the Supplier (delivery of goods, perfor-mance of work, provision of services etc.) is not in conformity with the aforementioned requirements, SAERTEX shall, in particular, have the right to ask for subsequent performance by way of a rectification of defects or by way of the delivery of a defect-free item (purchase) or for rectification of the defect by way of remanufacture of the work (contract for work and services) at their discretion. Any expenses required for the purpose of inspection and subsequent performance shall be borne in full by the Supplier. This also applies if it turns out that there was indeed a defect. Our liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, however, we shall only be liable if we recognized or were grossly negligent in not recognizing that there was no defect.

(8) Without prejudice to its statutory rights and the provisions in this § 8, SAERTEX sgall have the right to carry out subsequent performance itself at the Supplier's expense if the Supplier fails to comply with its obligation to provide subsequent performance within a reasonable period of time to be determined by SAERTEX, which, at the option of SAERTEX, can take the form of either remedying the defect (subsequent improvement) or of delivering a defect-free item (replacement delivery). If subsequent performance by the Supplier has failed or would be unreasonable for SAERTEX (such as due to imminent danger or special urgency), no deadline need be set. We shall inform the Supplier of such circumstances without delay, in advance if possible.

(9) Otherwise, in case of material or legal defects, we shall have the right to reduce the price or withdraw from the contract in accordance with the statutory provisions. Our claims for damage compensation and reimbursement of expenses shall remain unaf-fected.

§ 9 Product Liability; Indemnification; Insurance Coverage

(1) Insofar as the Supplier is responsible for product damage, they shall be under an obligation to indemnify SAERTEX and hold them harmless against third-party claims for damages upon first request, insofar as the cause lies within their sphere of control and organization and they are themselves liable in relation to third parties.

(2) Within the scope of its indemnification obligation, the Supplier shall reimburse SAERTEX for expenses within the meaning of sections 683, 670 of the German Civil Code arising from or in connection with a recall measure carried out by SAERTEX. To the extent possible and reasonable, SAERTEX shall communicate with the Supplier on the content and scope of the recall measure to be carried out, inform the supplier and give it the opportunity to comment. Any further legal claims shall remain unaffected.

(3) The Supplier shall take out product insurance subject to the following conditions:

a) For goods, works and services, such a product liability insurance policy shall generally provide for a lump-sum coverage amount of at least one (1) million Euros per claim arising from personal injury or damage to property.

b) In the case of goods, works and services intended for use in aircraft, the Supplier shall, at the request of SAERTEX, provide appropriate insurance coverage with a coverage amount of at least twenty-five (25) million Euros per insurance claim arising from personal injury or damage to property.

Proof of the existence of such insurance coverage must be provided to us upon request.

§ 10 Recourse Against the Supplier

(1) In addition to the claims due to defects, our rights against the Supplier also include the legally provided claims for recourse within a supply chain (supplier recourse pursuant to §§ 445a, 445b, 478 of the German Civil Code). This covers, in particular, our right to ask the Supplier for the specific type of subsequent performance (repair or replacement delivery) that we owe to our customer in that particular case. Our statutory right of choice (§ 439 para. 1 of the German Civil Code) shall not be restricted thereby.

(2) In this context, the supplier shall, as a precautionary measure, make an advance assignment to SAERTEX of any claims for recourse existing on the part of the Supplier against their subcontracting suppliers in order to secure the claims for recourse existing in favor of SAERTEX. SAERTEX accepts said assignment.

(3) Before we acknowledge or fulfill a claim for defects asserted by our customer (including reimbursement of expenses pursuant to §§ 445a para. 1, 439 para. 2 and 3 of the German Civil Code), we shall notify the Supplier and request a brief written statement explaining the facts of the case. If we do not receive a substantiated statement within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the burden of proof to the contrary shall lie with the Supplier.

(4) Our claims from supplier recourse shall also apply if the defective goods have been further processed by us or another contractor, such as by way of incorporation into another product.

§ 11 Statute of Limitations

(1) The claims between the Suppliers and us shall be subject to a statute of limitation in accordance with the statutory provisions, unless otherwise stipulated in the following.

(2) Notwithstanding § 438 para. 1 no. 3 of the German Civil Code, claims based on defects shall be time-barred after three (3) years as from the transfer of risk. Insofar as acceptance has been agreed, the period of limitation shall commence upon acceptance. The three-year period of limitation shall apply.

by way of analogy to any claims based on defects of title, with the statutory limitation period for claims in rem of third parties for surrender of goods (§ 438 para. 1 no. 1 of the German Civil Code) shall remain unaffected thereby. Claims based on defects of ti-tle shall, furthermore, not become time-barred in any case as long as the third party is still in a position to assert the right (in particular for lack of limitation) against us.

(3) The periods of limitation under commercial law including the aforementioned extension shall apply to all contractual claims for defects to the extent provided by law. Insofar as we are also entitled to non-contractual damages due to defects, the regular statutory period of limitation (sections 195, 199 of the German Civil Code), unless the application of the limitation periods under commercial law leads to a longer limitation period in individual cases.

§ 12 Industrial Property Rights

(1) The Supplier warrants that no rights of third parties, in particular patent rights and copyrights, are infringed in Germany, Europe, the United States of America as well as in Australia and New Zealand in connection with its delivery and performance. The Supplier warrants that any work performed by them is free of any third-party rights and shall indemnify and hold harmless SAEREX against all third-party claims. If industrial property rights of third parties are infringed by the work and SAERTEX is therefore prohibited from using the work and/or patent in whole or in part, the Supplier shall, at their option, either procure for SAERTEX the right to use and/or exploit the work or render the work

free of industrial property rights. Any further claims of SAERTEX shall remain unaffected.

(2) If claims are asserted against SAERTEX by a third party due to an infringement of property rights, the Supplier shall be under an obligation to indemnify SAERTEX and hold them harmless against such claims upon first written request. The Supplier's obli-gation to indemnify shall also apply to all expenses necessarily incurred by SAERTEX as a result of or in connection with the claim by a third party.

(3) The aforementioned provisions pursuant to § 12 para. 1, 2 shall apply to service contracts by way of analogy.

§ 13 Retention of Title / Provision / Confidentiality

(1) The transfer of ownership of the goods to us shall be unconditional and without regard to the payment of the price. If, however, we accept an offer of the Supplier for transfer of ownership conditional on payment of the purchase price in an individual case, the Supplier's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. We shall remain authorized to resell the goods in the ordinary course of business even prior to payment of the purchase price by way of an advance assignment of the claim arising therefrom (alternatively, the simple reservation of title extended to the resale shall apply). This excludes all other forms of retention of title, in particular the extended retention of title, the passed-on retention of title and the retention of title extended for further processing.

(2) SAERTEX reserves ownership rights and copyrights to illustrations, drawings, calculations, data, data carriers, performance descriptions, specifications and other documents ("**Information**") that we provide to the Supplier or to a contractual or cooperation partner of the supplier; they may not be made available to third parties without the express written consent of SAERTEX. The information is to be used exclusively for the manufacture and/or processing of the order from SAERTEX. After processing of the order, they must be returned to SAERTEX without being requested to do so.

(3) § 13 para. 1 shall apply by way of analogy insofar as SAERTEX provides substances and materials (e.g. software, finished and semi-finished products), tools, templates, samples and other objects to the supplier. As long as such items are not processed, they shall be stored separately at the Supplier's expense and be protected by reasona-ble insurance coverage against destruction and loss. Any processing or transformation by the Supplier shall always be carried out on behalf of SAERTEX.

(4) If the item provided by SAERTEX is inseparably mixed with other items not belonging to SAERTEX, SAERTEX shall acquire co-ownership of the new item in the ratio be-tween the value of the item subject to a right of retention on the one hand and the other mixed items at the time of mixing on the other. If the components or ingredients are mixed in such a way that the Supplier's item is to be regarded as the main item, it shall be deemed to have been agreed that the Supplier transfers co-ownership to SAERTEX on a pro-rata basis, with the Supplier keeping the right of sole ownership or co-ownership on behalf of SAERTEX.

(5) The Supplier shall notify SAERTEX immediately of any damage or incompleteness of any goods provided. The Supplier shall be liable to SAERTEX for loss of material and/or damage in accordance with the statutory provisions.

(6) The supplier is obliged to keep the information obtained during the processing of the order strictly confidential in accordance with this § 13. These may only be disclosed to third parties after SAERTEX has expressly consented to this in writing. This confidentiality obligation shall also apply after the execution of this contract; it shall only expire if and to the extent that the manufacturing/business knowledge contained in the information provided has become g. The Supplier is aware that this confidential information has not previously been known or readily accessible, either in its entirety or in details, is

therefore of economic value, is protected on the part of SAERTEX by appropriate confidentiality measures, and therefore has a justified interest in keeping it confidential.

§ 14 Use for Advertising Purpose

The Supplier may only refer to its business connections with SAERTEX in its advertising material with the express consent of SAERTEX.

§ 15 Data Protection

(1) The Supplier undertakes to comply with all applicable provisions of the EU General Data Protection Regulation (GDPR) in connection with the performance of the contract.

(2) The Supplier undertakes to collect and process personal data exclusively for the purpose of fulfilling the contract and thereafter to store such data only for the purpose of fulfilling any statutory retention obligations. Any disclosure of personal data to third parties shall be subject to our prior written consent unless the Supplier is under a corresponding legal obligation to do so.

(3) The Supplier shall ensure that all persons deployed by it for the performance of the contract have received training in data protection prior to their deployment and have been placed under an obligation to maintain data secrecy and are furthermore under an obligation

not to collect, process or use personal data without authorization after termination of their activities. In addition, it shall ensure for all necessary data security measures as per the GDPR being taken and shall provide SAERTEX with the information and evi-dence required for order control as per the GDPR upon request.

§ 16 Places of Jurisdiction and Performance; Applicable Law

(1) If the Supplier is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction shall be the place of business of SAERTEX; SAERTEX shall, however, have the right to sue the Supplier at the address of their registered office.

(2) The place of performance shall be the address of the registered office of SAERTEX unless otherwise stated in the order confirmation.

(3) These GPC and the contractual relationship between us and the Supplier shall be exclusively governed by the laws of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the stand-ards of private international law referring to it.

§ 17 Environmental and Social Standards

(4) The supplier undertakes to comply with applicable environmental and social standards, such as the ILO core labour standards and relevant environmental regulations. Upon request, the supplier shall provide evidence of implementation and shall inform the client immediately of any violations. Furthermore, the supplier undertakes to comply with the client's applicable supplier code of conduct and shall ensure that its subcontractors also comply with these requirements.