

**General Terms and Conditions of Purchase
("GTCP") of Wethje Carbon Composites GmbH
Status: September 2023**

1. General Provisions; Scope of Application

- 1.1. All present and future legal relations between Wethje Carbon Composites GmbH (hereinafter, the "Customer") and the Supplier shall comply with these GTCP unless the wording of the order or other enclosed special terms and conditions to the order contain provisions to the contrary. The Customer hereby expressly objects to any other General Terms and Conditions of Business of the Supplier. Neither the unconditional acceptance of deliveries or service performance nor the unconditional payment of the Supplier's invoices shall be considered as acknowledgement of the General Terms and Conditions of Business of the Supplier. The GTCP also apply for all future orders of Customer until Customer issues new GTCP, even if Customer does not make reference to the GTCP in each order.
- 1.2. The INCOTERMS of the International Chamber of Commerce in Paris as effective on the date of delivery or performance shall apply additionally in cross-border business transactions.
- 1.3. All agreements concluded between the Supplier and the Customer under these GTCP must be made in writing; this shall also apply to any waiver of this requirement for the written form. All amendments of and supplements to the respective agreement shall be valid only if made in writing; this applies also to changes in the requirement for written form. Emails do not comply with this written form requirement.

2. Offer; Order

- 2.1. The Supplier must precisely adhere to the enquiry of the Customer in the offer and expressly point out any deviations. The offer must be made free of charge and shall not establish any obligation by the Customer. The complete order number, date of order and Customer reference are to be indicated in all correspondence. The Supplier shall be responsible for any consequences arising due to the non-observance of this obligation unless the Supplier can prove that it is not responsible.
- 2.2. In the event the Supplier does not accept an order of the Customer within two weeks after having received it, the Customer shall be entitled to revoke the order.
- 2.3. Certain products consumed on a repetitive basis form the subject of an open order which defines the product, point of delivery, price, mode of

transport and, purely as an indication only, the overall quantities anticipated for a given period. The dates of delivery and the quantities to be delivered will then be determined by calls or schedules for delivery. Calls for delivery will always mention the open order number to which they refer. In the scope of an open order, the Supplier shall, at the Supplier's own expense, keep a standby stock permanently available and renew said stock in order to prevent breaks in delivery.

- 2.4. To the extent reasonably acceptable for the Supplier, Customer may request from the Supplier changes of the supplied products to be made by the Supplier relating to their construction and manufacturing process. The impact of these change requests, especially with respect to additional costs or the reduction of costs and to delivery dates, are to be resolved in an appropriate and mutually agreeable manner. Any changes made by the Supplier are subject to the prior written approval of Customer.

3. Prices; Terms and Conditions of Payment

- 3.1. Unless agreed otherwise in writing, the prices agreed shall constitute fixed prices. Such prices shall include the expenses for packaging, freight, customs and transport to the receiving point specified by the Customer as well as the costs of transport insurance. The agreed prices shall not include the statutorily applicable value added tax.
- 3.2. Payments are rendered after the flawless delivery or acceptance, the receipt of the documents requested in the order as well as a proper and auditable invoice. Unless otherwise specified in the order, the payment shall be made within 30 days net from the receipt of the invoice or the products or services, whichever is last. If payments are rendered within 14 days from the latest of the receipt of (i) the invoice or (ii) the products or the services, as the case may be, the Customer is granted a 3% discount.
- 3.3. The Supplier is not entitled to assign in part or entirely his contractual rights (including its receivables) to third parties or to allow third parties to collect receivables without the prior written approval of Customer. In case the Supplier assigns his receivables against Customer without Customer's approval, Customer is still entitled to pay the respective amounts to the Supplier. The Supplier is entitled to offset and/or retention according to statutory provisions, including if the applicable claim is undisputed or has been established by a court of law.

4. Delivery Period; Delivery

4.1. The Supplier acknowledges that the nature of Customer's activity is such that the delivery dates requested by Customer and accepted by the Supplier are of the essence for Customer. The delivery dates specified in the order shall be binding. The Customer is to be informed without delay in writing of all circumstances which render the observance of the delivery dates stipulated in the order form impossible and the likely duration of the delay. The Supplier shall be obligated to provide information regarding the state of the production upon the request of the Customer or its agent.

The Customer or its agent shall be entitled to convince itself of the state of production in the factory of the Supplier or its contractors during normal business hours. The delivery note and packing slip are to be enclosed in the delivery. The order number and information regarding the unloading point prescribed by the Customer are to be indicated in full in all dispatch notices, delivery notes, packing slips, consignment notes, invoices and on the outside of all packages. All shipments that cannot be accepted due to the non-observance of these provisions shall be stored at the expense and risk of the Supplier. In the case of a delayed delivery the Supplier shall pay to Customer an amount of 0.5% of the delayed order value as a contracting penalty for each calendar day of delay. The maximum amount of the contracting penalty is limited to an amount equaling 10% of the delayed order value. In addition, the Supplier is liable for all damages and Customer shall have all rights according to the German law.

4.2. In case of contracts where the amount of the products to be delivered have to be determined by a respective release order (*Abrufaufträge*) of Customer, Customer shall define the amount of the single order in its sole discretion and also the date of the deliveries. Any notifications of Supplier by Customer concerning the estimated amounts of delivery will not bind Customer to issue the respective release orders. Release orders may also be issued by electronic data transfer according to the standards applicable in the automotive and/or aerospace industries.

4.3. In case the Supplier delivers more or less products than ordered, as well as in case of an early delivery, Customer reserves the right to reject the delivery at Supplier's expense or to amend the invoice accordingly.

4.4. The Supplier shall package, label and ship hazardous products according to the applicable national and international laws and regulations.

The Supplier complies with all obligations for suppliers (pursuant to Article 3 (32) Regulation (EC) No. 1907/2006/EC (hereinafter "REACH")) under REACH with respect to the delivery of goods. The Supplier shall in particular provide the Customer with a safety data sheet according to Article 31 REACH in the national language of the recipient country in all cases stipulated in Article 31 (1) to (3) REACH. The Supplier guarantees that all materials contained in the goods have effectively been pre-registered, registered (or exempt from the obligation to register) and – if relevant – authorized in accordance with the applicable requirements of REACH for the uses disclosed by the Customer.

4.5. If the goods classified as an article according to Article 7 REACH the preceding subsection shall also apply to substances released from such goods. In addition, the Supplier shall forthwith notify the Customer if a component of the product contains a substance in a concentration exceeding 0.1 mass percent (W/W) if this substance fulfills the criteria of Article 57 and 59 REACH (so-called substances of very high concern). This also applies to packaging products.

4.6. The Supplier is obliged to supply the products over a period of 15 years, commencing with the end of serial production determined by the automotive manufacturer. If the products cannot be produced within economically reasonable cost, Supplier may supply a substitute. The last price valid for the serial delivery shall be applied regarding the spare parts for a period of one year after the end of serial production and shall be new agreed after such year on the basis of a cost analysis.

5. Transfer of risk and of ownership

Unless otherwise agreed in writing by the Customer, the risk of loss and deterioration of goods shall pass to the Customer in accordance with DDP (delivered duty paid; INCOTERMS). Ownership of the goods transfers to the Customer upon delivery. If the parties have agreed a delivery inclusive of installation / assembly / service, the risk of loss or damage shall pass to the Customer after the installation / assembly / service has been duly completed in accordance with the contract and following the handover of the goods.

6. Inspection and claims Based on Defects

6.1. The Supplier will deliver goods of highest quality and perform its services with the latest state of the art science and technology. Furthermore, the Supplier assures that only first-class materials in appropriate quality, suitable for the respective

purpose were used. The Supplier will perform a final inspection of the goods before they will be delivered to Customer. In the event that a defect or deviation from the agreed quality is detected before or after delivery of the goods, the Supplier shall inform the Customer immediately in writing and enclose a detailed form with the delivery that specifically describes the defect or deviation. In connection with the obligation of Customer to inspect the delivered goods in accordance with sec. 377 of the German Commercial Code (HGB), this obligation shall be limited to a minimum inspection of obvious defects or defects which are easily recognizable in normal use. As far as a defect can only be determined upon initial use, the scope of the inspection obligation is initially limited to recognizable external defects. In such cases, the Customer shall notify any defects within 7 working days after discovery of the defect.

6.2. The Supplier shall provide the Customer with all documents required for the inspection of the delivered goods. Such cooperation by the Customer shall be the responsibility of the Supplier and shall not release the Supplier from any warranty or other obligation. Documents of all kinds which are necessary for the use, installation, assembly, processing, storage, operation, maintenance, inspection, servicing and repair of the delivered goods shall be made available to the Customer free of charge in good time and without being requested to do so. Should tests or remarks made by Customer in the course of the manufacture, procurement and assembly of the goods and the performance of services indicate that the goods supplied or the services performed might not satisfy any one of the stipulations of the order or the safety requirements of the good or service, or the laws or regulations in force, Customer may reject the entire supply or the incriminated part thereof. The Supplier shall then replace said entire supply or part thereof at the Supplier's expense as soon as possible without laying claim to any increase in price or any compensation. In the event of a partial rejection, Customer will defer payments to the Supplier in question until the order is completed in full. Rejection may also relate to goods or services already delivered to Customer should it prove that the shortcomings noted were already in existence when said goods were made or services provided. In this case, and if all of the goods or services are rejected for good, any payments already made by Customer to the Supplier will be reimbursed within fourteen days of notification of rejection. Rejected merchandise which has already been supplied will remain at the disposal of the Supplier, at the

Supplier's own expense and risk. Any transport costs incurred by Customer for said merchandise will be charged to the Supplier.

6.3. In addition, the Customer is entitled to the statutory legal claims based on defects without limitation and in full. For instance, the Customer shall be entitled at its choice, in accordance with the statutory provisions, to request the remedy of the defect, either by repair or replacement of the goods at the Supplier's expense and/or to withhold payments due. If the Supplier has assumed a guarantee for the quality or durability of the defect goods, the Customer may also assert claims under the guarantee. Furthermore, the Supplier shall bear additional remediation costs arising out or in connection with the defects, especially costs for transport, assembly and disassembly, administrative costs, etc. (on Customer's level as well as on the level of Customer's-customers, their customers, and end customers) as well as other costs in connection with the remedy of the defect. In addition, the Supplier shall bear also such costs which Customer might incur if Customer is requested by its customers to take part in a "Remedy-of-Defect-Program" like "Contained Shipping Level" and "Executive Champion Programs" or similar programs of its customers, in particular automotive or aerospace companies. Statutory or other contractual claims arising out or in connection with the supply of defective products remain unaffected.

6.4. If (i) the Supplier does not fulfill its duty to rectify any defects as specified without having valid grounds to refuse to provide rectification, (ii) the Supplier seriously and irrevocably refuses to provide rectification, (iii) rectification has failed, (iv) there are fears of a loss of use of the goods, or (v) rectification may not be further postponed due to other reasons, the Customer has the right to remedy the defects itself at the cost and liability of the Supplier, or allow this work to be undertaken by third parties. The Customer is in this case entitled to demand compensation from the Supplier for the costs of the required measures.

6.5. Claims based on defects shall be time barred after 36. The warranty period starts with the handing over of the final product in which Supplier's products will be built in to the end user, the latest 42 months after delivery to Customer or to a third party named by Customer. In case the product is subject to a formal acceptance test, the warranty period shall commence upon the acceptance by Customer. In cases of the delivery of replacement parts or in cases a repaired part shows the same defect or a defect is the consequence of the

repair, the respective warranty period shall commence again.

7. Product Liability, Recall and Insurance

- 7.1. In the event that the Supplier is liable for defective products according to product liability, it shall be obligated to release and reimburse the Customer from third-party claims for damages upon its first request; in cases of liability based on fault inasmuch as the cause lies within the scope of control and organization of the Supplier.
- 7.2. The Supplier is also obliged to reimburse the Customer for all costs and expenses, including the costs of any legal action or recall action. The Customer shall inform the Supplier of the content and scope of the recall measures to be carried out - insofar as possible and reasonable - and give the Supplier the opportunity to comment.
- 7.3. The Supplier shall maintain product, recall cost and business liability insurance with reasonable insured sums, as is customary in the industry, which shall be proven to the Customer upon request. The Supplier's contractual and legal liability remains unaffected by the extent and amount of its insurance coverage.

8. Compliance with laws, export control and hazardous material

- 8.1. The goods and services provided by the Supplier must comply with the European Union, German and other applicable laws, and any other law expressly stated in the order issued by the Customer.
- 8.2. The Supplier must provide correct and up-to date information on export control status for German, EU and/or US laws for the products and/or services sold to the Customer. If applicable, the Supplier must provide the Customer with the chemical status under German and/or EU chemical legislation for the products sold to the Customer.
- 8.3. Together with the offer, the Supplier shall hand over to Customer a duly completed material safety data sheet in accordance with § 14 of the "Regulation on Hazardous Goods and Materials" ("*Gefahrenverordnung*") and an accident procedure sheet (Transport) concerning all materials (substances, their contents) and objects (goods, parts, technical equipment; uncleaned packages) that might cause perils for life and health of human beings, the environment or for any objects based on the materials' nature, their characteristics, or their physical condition and, therefore, require, subject to the relevant

provisions, a special treatment concerning packaging, transport, storage, access, and waste management. In case of any changes of the materials or the legal provisions, the Supplier shall hand over to Customer an updated data sheet. The Supplier is obliged to deliver to Customer annually and unrequested, a valid "long-term supplier's declaration" which contains the product number and the code number (index of goods, external trade statistic).

- 8.4. If Supplier has made changes to the product which it also delivers to Customer, Supplier shall inform Customer about such changes, irrespective of any other information requirements, if the specification has changed in comparison with a product previously supplied under the same designation.
- 8.5. Supplier has to provide Customer with all information required and relevant for the assessment whether the safety and health of end-consumers of the products might be affected. The following information shall be provided:
 - The attributes of the product including its content, packaging, assembly instructions, installation, maintenance and terms for use;
 - The impact on other products, if the use together with those other products can be expected;
 - The presentation, marketing, warning notices, instructions for use and recycling information as well as other product-related information;
 - Any kind of group of end users which might be exposed to a greater risk if they use the product-
- 8.6. The Supplier shall make available to Customer the information required for the registration in accordance with the European Community Regulation 1907/2006 regarding the registration, evaluation, authorization and restriction of chemicals ("REACH") and, if already registered, the respective confirmations. This shall also apply to information and/or registration confirmations regarding the Council Directive 67/548/EEC on the approximation of laws, regulations and administrative provisions relating to the classification, packaging and labelling of dangerous substances ("Directive 67/548/EEC"). The Supplier shall comply with its duties and obligations under REACH and/or Directive 67/548/EEC. The Supplier shall procure that its (sub-)suppliers and all other suppliers of the supply chain, including the original producer, are being bound in accordance to this clause.

9. Quality management system

- 9.1. Concerning the delivery of the product and/or performance of other obligations, the Supplier has to apply the latest state-of-the-art, the applicable safety requirements, the provisions generally applicable in the automotive industry (e.g. VDA-standards) and in the aerospace industry as well as all provisions under the applicable Public Law (e.g. "Used-Car Automotive Directive" ("*Alt-Autorichtlinie*"), Consumer Goods Regulation ("*Bedarfsgüterverordnung*"), "FCKW-Halogen-Verbotsordnung", IMDS-security data, etc.), and especially the EU-Directive as of September 18, 2000, regarding the ban of "heavy metal" ("*Schwermetallverordnung*") (2000/53/EG and of June 27, 2002 (2002/525/EG)) and the agreed technical data and other agreed.
- 9.2. The Supplier has to establish and proof a process-oriented quality-management-system (minimum standard: ISO 9001 and a minimum standard of AS/EN 9100 in the aerospace sector, however, a ISO/TS 16949 certification ought to be aspired; in the aerospace sector a NADCAP certification for special processes as well as in the automotive sector a IATF 16949). Customer reserves the right to audit the efficiency of Supplier's quality-management system at any time on Supplier's premises by itself or by third parties. The Supplier agrees to comply with the VDA-volume 2 "Quality Assurance of Supplies / Supplier selection / Quality assurance agreement / Manufacturing process and product approval / Quality performance in the series / Declaration of constituents" in its latest version. Only upon Customer accepting the master sample, the Supplier may start the serial production and delivery. Independent of such an acceptance, the Supplier shall always verify the quality of the products by himself and shall perform outgoing product inspections, In case, the automotive- or aerospace manufacturer requires different or additional standards, the introduction will be mutually agreed upon by the Supplier and Customer.
- 9.3. Drawings, CDA-data, specifications, description etc., attached or referenced in the order, shall be binding for the Supplier. The Supplier is obliged to examine them for any kind of discrepancies. In case Supplier detects actual or assumes potential discrepancies, Supplier shall immediately inform Customer in writing. If Supplier does not immediately inform Customer, the Supplier cannot claim at a later stage that such discrepancies exist. The Supplier is solely responsible for drawings, plans and calculations made by the

Supplier even if Customer approved them. In case of the delivery of tooling or equipment to Customer, the Supplier shall also hand over a documentation concerning the handling, service, maintenance and repair, the latest at the time of the delivery of the tooling and the equipment. The Supplier shall be responsible for the CE-labeling.

- 9.4. Concerning special vehicle- or aerospace parts ("*Dokumentationspflichtige Teile*") which are marked in the technical documents as such parts or which are defined as special vehicle parts by special agreements, the Supplier is obliged to document in special recordings when, in which way, and by whom these special vehicles parts were tested and the results of the required quality tests. The records and the documentation of the results must be properly kept and maintained for 15 years (30 years in the aerospace sector if not otherwise agreed between the parties) by the Supplier and, if requested, shall be presented to Customer. The VDA-script "Special Vehicle Parts at Automotive Manufacturers and their Suppliers, Performance and Documentation" ("*Dokumentationspflichtige Teile bei Automobilherstellern und deren Zulieferanten, Durchführung und Dokumentation*") in its latest version shall be complied with by the Supplier. Supplier shall oblige its Sub-suppliers in the same way.
- 9.5. As far as public authorities responsible for vehicle- or aerospace safety or emission standards and provisions etc., request to inspect the respective production sites and documents of Customer, the Supplier shall, on demand of Customer, grant authorities the identical rights Customer has towards the Supplier and shall support them with Supplier's best efforts.
- 9.6. The Supplier is obliged to forward to Customer all required declarations about relevant origin of the products for customs ("*zollrechtlicher Ursprung*") in a timely manner. The Supplier shall be liable for all disadvantages incurred by the Customer as a result of an improper or late Supplier's declaration, unless the Supplier is not at fault. At the request of the Customer, the Supplier shall provide evidence of its information on the origin of the goods by means of an information sheet confirmed by the customs office.

10. Retention of title; Rights to Documents; Secrecy

- 10.1. The Customer is entitled to resell the delivered goods in the ordinary course of business without recognising an extended or prolonged retention of title or other forms of retention of title. The

Supplier is obliged to disclose to the Customer without delay any third-party rights to the delivered goods or parts thereof. This also applies to possible assignments of claims.

- 10.2. The Customer hereby reserves the title and copyright to designs, internal standards or guidelines of the Customer, analysis methods, formulas, models, calculations and other documents and materials sent to the Supplier occasionally or within the framework of the performance of the agreement or the development of the contractual relation or of which the Supplier becomes aware otherwise.
- 10.3. The Supplier shall treat all documents received by Customer as well as all other technical and business information entrusted in it during the term of the business relationship and thereafter as strictly confidential, only use such documents and information for the purpose of the respective agreement and also impose corresponding obligations on its employees on a need-to-know basis.
- 10.4. The Supplier shall return all designs, standards, guidelines, analysis methods, formulas, figures, patterns, calculations and other documents sent to the Supplier and any copies thereof to the Customer without delay after the order has been processed or at any time upon request by the Customer.
- 10.5. The above obligations shall not apply to that information of which the Supplier was already aware or which are state of the art generally accessible by the public or which becomes such without the fault of the Supplier, which was legitimately obtained by the Supplier from other legitimated third parties or was produced by the Supplier within the framework of its own, independent development.

11. Data Protection

- 11.1. The Supplier must comply with all relevant data protection laws and regulations. The Supplier shall inform its employees of the applicable data protection laws and policies. At Customer's request, the Supplier must provide Customer with the relevant statements of compliance and/or access to verify compliance with data protection laws.
- 11.2. In case the Supplier, in the course of the performance of the respective contract, receives from the Customer or otherwise obtains personal data related to employees of Customer (hereinafter referred to as "Personal Data") the following provisions shall apply. If processing of Personal Data disclosed in the aforementioned manner is not carried out on behalf of the

Customer, Supplier shall only be entitled to process Personal Data for the performance of the respective contract. Supplier shall not, except as permitted by applicable laws, process Personal Data otherwise, in particular disclose Personal Data to third parties and/or analyze such data for its own purposes and/or form a profile.

- 11.3. If and to the extent permitted by applicable laws, Supplier is entitled to further process the Personal Data, in particular to transmit Personal Data to its affiliated companies for the purpose of performing the respective contract. Supplier shall ensure that Personal Data is only accessible by its employees, if and to the extent such employees require access for the performance of the respective contract (need-to-know-principle).
- 11.4. Supplier shall structure its internal organization in a way that ensures compliance with the requirements of data protection laws. In particular, Supplier shall take technical and organizational measures to ensure a level of security appropriate to the risk of misuse and loss of Personal Data. Supplier will not acquire ownership of or other proprietary rights to the Personal Data and is obliged, according to applicable laws, to rectify, erase and/or restrict the processing of the Personal Data. Any right of retention of Supplier with regards to Personal Data shall be excluded.
- 11.5. In addition to its statutory obligations, Supplier shall inform Customer in case of a Personal Data breach, in particular in case of loss, without undue delay, however not later than 24 hours after having become aware of it. Upon termination or expiration of the respective contract Supplier shall, according to applicable laws, erase the Personal Data including any and all copies thereof.
- 11.6. Each party is responsible for Personal Data for which it is considered data controller. In case that personal data is being processed by one party as data processor for which the other party is the data controller, the parties will enter into a data processing agreement provided for by Customer for this purpose as mandatory under the relevant data protection regulations.

12. Rights to Manufacturing Equipment and Work Results

- 12.1. Moulds, models, tools, film, etc. produced by the Supplier or by third parties engaged by the Supplier for the performance of the order ("Manufacturing Equipment") shall be transferred to the ownership of the Customer upon the payment of 80% of the agreed price, even if such Manufacturing Equipment remains in the

possession of the Supplier. In all other respects, the Customer shall already become co-owner of the Manufacturing Equipment in relation of the payments made to the agreed prices for the Manufacturing Equipment. The Parties hereby agree that from now on the Supplier shall possess the Manufacturing Equipment on behalf of the Customer in the context of a loan free of charge for the Supplier. The Customer may request the surrender of such Manufacturing Equipment at any time. Retention rights of the Supplier are excluded unless such claims are asserted due to finally adjudged counterclaims or recognized by the Customer. If the Supplier has commissioned third parties to manufacture the Manufacturing Equipment or if the Manufacturing Equipment is left with third parties for the purpose of manufacturing the products or parts thereof, the Supplier undertakes to enter into agreements with the third parties in accordance with this Clause 12 which grant the Customer the rights set out in this Clause 12 in the event of full payment for the Manufacturing Equipment to the third parties; the Supplier shall, to the extent that the Customer has not already acquired title to the Manufacturing Equipment, assign to the Customer its claims against the third parties for surrender of the Manufacturing Equipment as well as other claims concerning the Manufacturing Equipment, to the extent that the Customer has paid the costs owed to the Supplier. Insofar as payments by the Supplier to third parties concerning the Manufacturing Equipment are still outstanding, the Customer shall be entitled, in the event of termination of the order, in cases of default in performance, application for the opening of insolvency proceedings by the Supplier and in the event of the Supplier's insolvency, instead of payment of the outstanding costs to the Supplier, to make payment to the third party, with simultaneous assignment of all claims of the Supplier against the third party concerning the Manufacturing Equipment. The Supplier hereby agrees to such assignment for this case.

12.2. The Supplier shall be obligated to use the Manufacturing Equipment exclusively for the manufacturing of the goods ordered by the Customer and to mark it as the property of the Customer. The Supplier shall be obligated to insure the Manufacturing Equipment belonging to the Customer against damage due to fire, water and theft at its own cost at the replacement value. At the same time, the Supplier hereby assigns all compensation claims from these insurance policies to the Customer in advance and the Customer hereby accepts such assignment. The

Supplier shall be obligated to perform any necessary servicing and inspection work as well as any maintenance and repair to the Manufacturing Equipment at its own expense in good time and to document this for each item in a separate manual.

12.3. The Supplier shall grant the Customer freely transferable rights of use free from any restrictions as to area, content or time for all plans, drawings, graphics, calculations and other documents related to the contract in all known media formats including electronic media, Internet and online media saved to all imaging, audio and data storage devices (hereinafter "Work Results"). These Work Results may have either been prepared by the Supplier itself or by third parties. The Customer has the right in particular to exploit, duplicate and distribute such Work Results wholly or in part as well as to modify them, revise them, or have the aforementioned activities carried out by third parties. The Customer also has the right to grant third parties the same complete rights to use such Work Results wholly or in part inclusive of any intermediate changes and/or revisions. The Supplier shall grant the Customer the right of use for Work Results of the aforementioned scope including for all types of use whatsoever whether or not known at the time of Contract award. The applicable legal regulations shall apply in this regard. In acquiring licenses and Work Results from intellectual services, especially studies, specifications, user requirement and functional design specifications, specific developments in and customization of software, the Customer has the absolute and irrevocable right to use all such Work Results at the Customer's premises and at the premises of all of its affiliated companies.

12.4. The registration and assertion of industrial property rights to developments against payment which arise in cooperation between the Customer and the Supplier shall be the sole responsibility of the Customer. Inventions made by employees of the Supplier during the term of the contractual relationship and with regard to the execution of the contract shall be claimed by the Supplier accordingly. With regard to free-of-charge developments, the Supplier shall have the right to file an application, but the Customer shall at least have a non-exclusive, free, irrevocable, transferable and sub-licensable right of use to these industrial property rights, unlimited in terms of subject matter, location and content. Any legally prescribed employee invention remuneration for its employees shall be borne by each contracting party itself. In all other respects, the statutory provisions shall apply.

13. Installation, Servicing, Inspection, Repairs

In the event installation, servicing, inspection, repair, etc. is performed by the Supplier at the Customer's premises, the Customer's safety and administration regulations for external companies shall apply. In the event the Customer does not hand out such regulations prior to the commencement of the work, the Supplier must request these from the Customer's work safety department. The Customer shall bear no risk for the property used by the Supplier or its employees.

14. Third-Party Rights

- 14.1. The Supplier hereby guarantees that no patents, copyrights, trademark rights or any other third-party proprietary rights are infringed or competition claims of third parties are justified upon in connection with its deliveries or performances. In the event recourse is nevertheless taken against the Customer by a third party for damage compensation due to an infringement of any third party rights, the Supplier shall be obligated to release the Customer and its sublicensee or customer from such claims upon first written demand and to reimburse the Customer and its sublicensee or customer for any expenses or damage incurred in the fulfillment of the claims which can only be fulfilled by the Customer in person. The Supplier will amend the items of its delivery or performance in a way that future infringements of third-party rights or competition claims are excluded or will provide the Customer with a respective license without any additional costs to be incurred for the Customer.
- 14.2. The Customer shall not be entitled to conclude any agreements with the third party to resolve its claims due to the infringement of third-party rights without the approval of the Supplier; in particular, the Customer may not reach a settlement. The Supplier's duty to release the Customer shall refer to all expenses necessarily incurred by the Customer or a sublicensee from or in connection with a third party's assertion against the Customer.

15. Subcontractors

Subcontractors may not be employed or replaced by the Supplier, unless agreed in writing by the Customer. If the Supplier intends to use subcontractors to perform the contract, the Supplier must inform the Customer in writing at the time of submission of its offer. The Supplier shall be responsible for the performance of the contract by its subcontractors vis-a-vis the Customer.

16. Termination

- 16.1. If the agreement is a continuous obligation, Customer is entitled to terminate the agreement at any time without notice period. Customer is also entitled to partial termination, if it can reasonably be expected of Supplier.
- 16.2. Any agreement may be terminated without notice for good cause. Grounds for good cause shall, in particular but without limitation, include: (i) serious breach of duty by the Supplier which is not remedied within a reasonable period of time stipulated by the Customer after the written complaint is received; or (ii) a considerable deterioration of a party's financial situation which threatens to impact such party's ability to perform its obligations under the agreement and / or to discharge of its tax and / or social security liabilities; or (iii) the purchase or use of the goods or the service is or will be either entirely or partly impermissible due to legal or official regulations.
- 16.3. If the Supplier has acquired from the Customer any documents, records, plans or drawings within the scope of or for the purposes of fulfilling the agreement the Supplier must forthwith hand them over to the Customer in the event of termination of the agreement. These requirements apply likewise in the event of rescission.
- 16.4. Any termination notice must be made in writing.

17. Code of Conduct principles

- 17.1. The Supplier has the duty within the scope of its entrepreneurial responsibility to ensure that the applicable laws and regulations are fulfilled in the manufacture of products and the provision of services. In addition, the Supplier will comply with principles of responsible corporate governance.
- 17.2. In particular, the Supplier will not participate in any form of bribery, whether active or passive, direct or indirect. It shall comply with all fundamental applicable standards of occupational health, safety, labor and human rights, including not tolerating child labor or the violation of the fundamental rights of employees. The Supplier shall take responsibility for the occupational safety and health of employees. Environmental resources are to be managed carefully and responsibly. It shall comply with fundamental environmental protection standards and endeavor to use energy saving, efficient production processes and environmentally sound materials. The Supplier is obliged to comply with the standards and requirements of Customer's Business Partner Code of Conduct and shall demand and support as best possible that its

suppliers fulfill these principles as well, in particular, that its suppliers comply with human rights and environmental due diligence obligations in order to avoid or minimise human rights or environmental risks or to end the violation of human rights or environmental obligations in accordance with the German Supply Chain Due Diligence Act ("LKSG").

- 17.3. The Supplier undertakes to comply with the human rights and environment-related obligations described in the LKSG and to avoid or minimise such risks and put an end to violations of the human rights and environment-related obligations. Furthermore, the Supplier undertakes to instruct its officers and employees to comply with the human rights and environment-related obligations and to conduct training for its officers and employees regarding compliance with these obligations. At the request of the Customer, the Supplier's employees shall participate in appropriate training organised by the Customer.
- 17.4. The Customer reserves the right, upon prior written notice, to conduct audits at the Supplier's premises, either itself and/or through appointed third parties, in order to verify and ensure the Supplier's compliance with its obligations under this Section 17. The Supplier shall provide the Customer and/or the appointed third party with all data, documents and other information in written, oral and/or electronic form that the Customer and/or the appointed third party reasonably requests for the audit.
- 17.5. In the event that the Customer identifies or the Customer reasonably suspects or has evidence of a breach by the Supplier or any of its contractors or suppliers of any level of any human rights or environmental obligation, the Supplier shall take and implement appropriate corrective action or require its contractors or suppliers to take and implement such action as reasonably requested by the Customer.
- 17.6. The Customer shall have the right to require that the Supplier shall promptly (i) develop with the Customer a remedy plan to end the breach of a human rights or environmental obligation, including a specific timetable for such remedy plan, and (ii) implement such measures as the Customer may reasonably request to implement such remedy plan.
- 17.7. The Customer expressly reserves the right to terminate the contract with the Supplier with immediate effect or to withdraw from the contract if (i) the Supplier fails to comply with its obligations under this Section 17, or (ii) the human rights or environmental obligations are materially breached by the Supplier, or (iii) the implementation of the

remedy plan has not remedied the breach of a human rights or environmental obligation within a time schedule specified in the remedy plan.

18. Minimum-Wage Law (*Mindestlohngesetz*) and the Employee-Deployment Law (*Arbeitnehmer-Entsendegesetz*)

The Supplier is obliged to follow the Minimum-Wage Law (*Mindestlohngesetz*) and the Employee-Deployment Law (*Arbeitnehmer-Entsendegesetz*) in their actual versions. Supplier pays his employees a salary which fits to these laws and makes sure that his suppliers do the same with their employees and follow the above mentioned laws.

19. Severability clause

The invalidity or unenforceability of any provision or part of a provision of these GTCP shall not affect the validity of the entire GTCP. The Parties agree to replace possibly invalid clauses by valid clauses which come as close as possible to the commercial purpose of the invalid clause. The same applies to potential contractual gaps.

20. Advertisement

The use of requests for quotations, orders, acceptance of orders of Customer and the connected correspondence and the business relationship as such for promotion purposes is strictly prohibited. The Supplier shall be allowed to engage in promotional activities regarding the business relationship with Customer only upon the prior written approval of Customer.

21. Place of Performance and Jurisdiction

- 21.1. The place of performance shall be the receiving center specified by the Customer unless specified otherwise in the order.
- 21.2. Exclusively the law of the Federal Republic of Germany shall apply with the exclusion of the rules of conflict of laws of the German Private International Law. The application of the UN-Convention on International Sales of Goods of April 11, 1980 is excluded. Exclusive place of jurisdiction shall be Deggendorf/Germany.

Status: September 2023