

## General Conditions of Purchase for PRUFTECHNIK GROUP

### §1 Exclusive validity

- (1) We order solely based on our General Conditions of Purchase. Our General Conditions of Purchase apply exclusively. Contractual conditions of the contracting party (hereinafter referred to as the Supplier), if different, only apply if they have been agreed to by us, both expressly and in writing.
- (2) These General Conditions of Purchase (GCPs) only apply to contractors, legal entities of public law or public fund assets within the meaning of § 310 sec.1 of the German Civil Code (BGB).
- (3) These Conditions of Purchase also apply to all future transactions between the parties. The acceptance of goods and services from the Supplier or payment for such goods and services does not constitute consent, even if acceptance or payment occurs in cognizance of contradictory or supplementary contractual conditions of the Supplier. Similarly, any previously agreed upon contractual conditions of the Supplier which are contrary or supplementary to these GCPs are no longer recognized.
- (4) These terms and conditions apply to all companies of the Pruftechnik Group. These companies are hereinafter referred to solely as Pruftechnik.

### §2 Conclusion of Contract

- (1) All offers are binding and, for our part, free of charge and without obligation. If the Supplier makes an offer on the basis of an inquiry from Pruftechnik, he must adhere exactly to the specifications contained in our inquiry. Furthermore, he must clearly and explicitly indicate any deviations from the specifications contained in our inquiry.
- (2) Delivery notes, bills of lading, invoices as well as all correspondence are to include the Pruftechnik order number. Offers from the Supplier are to include our inquiry number.
- (3) Orders, agreements, amendments and verbal ancillary agreements are only binding if they are confirmed by us in writing.
- (4) The Supplier is obligated to accept this offer within a reasonable time frame. However, this must occur within a period of one week. Pruftechnik is otherwise entitled to cancel the order and be exempt from charges. An order from Pruftechnik is deemed to have been received no later than after 3 working days of such an order being dispatched.
- (5) Pruftechnik may also insist upon changes to the delivery item at a point in time subsequent to conclusion of the contract insofar as this is reasonable for the Supplier with particular consideration being given to potential additional or reduced costs as well as delivery dates.

### §3 Prices, terms of payment

- (1) The price stated in the order is binding and is a fixed price. Any price adjustment clauses or such like are ineffective. The price is subject to any VAT that may apply.
- (2) With regard to calculation and payment, it is only the weight or quantities determined by us, or other units

underlying the delivery as well as the agreed prices, that are decisive.

- (3) Unless otherwise agreed in the orders, payment is to be made within 14 days with a 3% discount or after 30 days without deduction from the date on which the goods were received in accordance with the contract or following proper performance of the service and receipt of a proper and verifiable invoice. Pruftechnik can reject invoices as invalid if an invoice does not state the order number in full. The receipt of an appropriately amended invoice is decisive in determining the start of agreed payment periods. In the event of a defective delivery, the period does not begin until a delivery free of defects has taken place. Further claims remain unaffected.
- (4) Invoices are to be submitted in due form, in duplicate, and complete – i.e. including all supporting documents, stating a clear invoice number and our order number – once delivery has taken place.
- (5) Payments is not considered acknowledgment of the correctness of the invoice and/or acknowledgment of performance compliant with the terms of the contract. The date of payment does not affect rights vis-à-vis complaints and defects to which we are entitled.
- (6) Insofar as Pruftechnik makes down payments or payments in advance on its orders, we are thus entitled, at any time, to insist upon a bank guarantee [according to our text] from the Supplier.
- (7) The Supplier is not entitled to assign his claims against Pruftechnik or to have such claims collected by a third party without prior written consent. In the event of an extended retention of title vis-à-vis a subcontractor, consent is deemed to have been granted.

### §4 Offsetting, retention

- (1) Pruftechnik is also entitled to offset with and against due, non-due, and future claims which Pruftechnik, or domestic companies in which Pruftechnik directly or indirectly holds a majority interest, has against the Supplier or which the Supplier has against one of these companies.

### §5 Quality

- (1) The Supplier is obligated to ensure continuous quality assurance for his goods by using a suitable quality assurance system, such as DIN EN ISO 9001 ff or a system of an equivalent nature, or by means of other appropriate quality controls and inspections during and after production of his goods. He is to create documentation pertaining to such testing and to keep this documentation on record for at least 10 years.
- (2) Contractual specifications of a technical and other nature relating to deliveries or services to be rendered constitute, in each case, an agreed condition. This also applies to a description of the scope of delivery as well as to a drawing. Any amendment to the agreed upon specifications is to be done consensually and in writing. The Supplier is to check the specifications and to notify Pruftechnik of any potential changes that may be necessary or discrepancies. This is to be done in a timely manner.

- (3) Insofar as material test certificates have been agreed, they form an essential element of the delivery and are to be sent to Pruftechnik together with the goods.
- (4) To the extent that Pruftechnik considers it to be necessary, Pruftechnik will conclude a suitable quality assurance agreement with the Supplier.
- (5) The Supplier is to ensure that delivery/performance is in accordance with the state of the art, regulations regarding technical safety, occupational and environmental protection in the relevant statutes, directives and regulations of authorities and trade associations as well as special contractual arrangements. If deviations from these provisions are necessary in individual cases, the Supplier is to obtain our written consent for such deviations. This does not affect any claims on the part of Pruftechnik. If the Supplier is in doubt as to the type of performance sought by Pruftechnik, he is to provide Pruftechnik with written notification of such doubt immediately.
- (6) The Supplier is liable for the provisioning of spare parts for the goods. Such liability extends for the duration of the empirical service life of the goods. In the event of product changes and/or product discontinuations relating to the goods, the Supplier is obligated to take appropriate measures to ensure continued delivery and to notify us without delay once the Supplier becomes aware of such produce changes and/or product discontinuations.
- (7) With regard to changes pertaining to:
  - a. The delivery item
  - b. Materials
  - c. Tools or processes in the production process
  - d. Test methods and equipment
  - e. The production site

The Supplier must provide notification without being prompted to do so insofar as the change may be of importance to Pruftechnik. The change is subject to our written consent.
- (8) To this end, the Supplier is to seek regular advice from his preliminary suppliers regarding scheduled product changes/discontinuations, inform us of potential alternative products and provide us with the data sheets, samples, etc. relating to such potential alternative products without being prompted to do so. For a period extending at least six months from the date of receipt of a change/discontinuation notification, we retain the option of placing a final order with the Supplier based on the conditions that applied on the date on which the change/discontinuation notification was received. Insofar as the Supplier breaches this duty, he is obligated to compensate us for any damage incurred as a result of such a breach.
- (9) Insofar as Pruftechnik notifies the Supplier of the application purpose of the goods to be supplied, the Supplier thus guarantees the suitability of his delivery and service for this purpose.
- (10) To the extent reasonable and subject to prior announcement, Pruftechnik has the right to ascertain details about compliance with quality regulations and the quality management system and to view relevant documents on-site at the Supplier's premises. In this regard, the Supplier will support Pruftechnik to the

extent necessary, make documents available to Pruftechnik and provide Pruftechnik with information.

#### **§6 Outgoing goods inspection, packaging, shipping**

- (1) The Supplier carries out an outgoing goods inspection with regard to defects on the goods.
- (2) The goods must be packaged in a manner that seeks to avoid transport damage. Packaging material must be environmentally friendly and must only be used to the extent necessary. In case of electronic components, adequate pendulum packaging should be used in accordance with our document: "Electronic Component Packing Regulation", in the latest revision. Proper disposal of the packaging material is the responsibility of the Supplier and is to be done at his own expense. Otherwise, the take-back obligation for packaging material is to be determined in accordance with the relevant statutory provisions. Insofar as Pruftechnik is invoiced separately for packaging in exceptional cases, we are entitled to return packaging, which is in good condition, to the Supplier, free of charge, for two-thirds of the amount stated in the invoice. The Supplier is liable for damage resulting from defective packaging.
- (3) All deliveries are made to the shipping address stated in the order in accordance with INCOTERMS®2010 DAP.
- (4) If deviating delivery terms have been agreed in individual cases from DAP or DDP (INCOTERMS®2010), the primary freight forwarder appointed by Pruftechnik is to be commissioned, according to the latest revision of our document: "Transport and Shipping Instruction".
- (5) The Supplier bears the risk until the goods are accepted by us or by our authorized representative at the location to which the goods are to be delivered in accordance with the order.
- (6) Pruftechnik reserves the right to approve or reject surplus or short deliveries. In the event that surplus or short deliveries are unavoidable, the Supplier is obligated to notify us in advance and require our approval.

#### **§7 REACH, CLP, RoHS, Conflict Minerals**

- (1) In addition, it is the Supplier's own responsibility to ensure that the goods comply with the provisions of Directive (EC) No 1907/2006 ("REACH Directive") concerning the registration, evaluation, authorization and restriction of chemicals as amended. In particular, have the substances contained in the goods been pre-registered or registered to the extent required under the provisions of the REACH Directive. The Supplier is to provide us with safety data sheets and other necessary information in accordance with the provisions of the REACH Directive without being prompted to do so. In particular, restrictions and/or prohibitions of substances or applications and any contents of substances on the candidate list (SVHC) are to be observed and communicated.
- (2) Chemical raw materials are to be classified, labeled and packaged in accordance with Directive (EC) No. 1272/2008 ("CLP Directive").

- (3) In addition, it is the Supplier's own responsibility to ensure that the goods or parts to be supplied by him fully comply with the requirements of Directive 2011/65 / EU ("RoHS") as amended and comply with the national provisions adopted pursuant to this Directive within the European Union are suitable for RoHS-compliant production processes.
- (4) The Supplier is to ensure that he does not supply any materials or products containing tin, tantalum, tungsten and gold, which have been obtained in the conflict mines of the Democratic Republic of the Congo or its neighboring states.

#### **§8 Delivery dates, delay in delivery**

- (1) All delivery dates and deadlines stated in the order or otherwise agreed upon are binding. Deliveries must neither be made too early nor too late. If a fixed delivery date is missed, the Supplier is in default with the delivery without a written reminder being required. The point at which the goods are received or the proper performance of the service at the reception point or place of use specified by Pruftechnik is decisive for adherence to the delivery date. Insofar as acceptance is required, successful acceptance is decisive.
- (2) In the event of delivery in advance of the agreed delivery date, Pruftechnik may choose to return the goods at the expense of the Supplier or store the goods at the expense and risk of the Supplier until the agreed delivery date. Early delivery does not affect any due date. The Supplier bears the risk of procurement, unless otherwise agreed.
- (3) Insofar as the Supplier recognizes difficulties with regard to the production, supply of materials, compliance with the delivery date or similar circumstances which could prevent him from effecting delivery in time or delivery in the agreed quality, irrespective of the reason, he is to notify us immediately, verbally and in writing, of the non-compliance with the deadline and the expected duration of the delay. Pruftechnik only accepts partial deliveries if such deliveries have been expressly agreed to in writing. If a partial delivery has been agreed, the Supplier is to list the quantity of goods that is outstanding.
- (4) In the event of the default being on the part of the Supplier, we are entitled to rescind the contract and to claim damages in lieu of performance following expiration of a revised deadline which the Supplier has been set. Any further statutory claims remain unaffected.
- (5) If the Supplier does not effect delivery in a timely manner, we are entitled to seek a contractual penalty amounting to 0.3% of the total order value per business day by which the delivery date is exceeded, but not exceeding 5% of the total order value, in addition to performance. Pruftechnik is entitled to assert the claim for the contractual penalty until payment of the final invoice; § 341 Sec. 3 BGB (German Civil Code) is waived in this regard. The Supplier is expressly entitled to prove that Pruftechnik has suffered less or no damage. This does not preclude claims to further damages.

- (6) In the event of unconditional acceptance of the delayed delivery or service, Pruftechnik expressly reserves the right to subsequent assertion of the rights pursuant to clause (5). The unconditional acceptance of the delayed delivery does not imply a waiver of any other claims for compensation due to Pruftechnik.
- (7) Insofar as it is foreseeable that the Supplier is unable to comply with deadlines in the long-term, he is obligated, at Pruftechnik's request, to issue all requisite tools/devices for production, so that Pruftechnik can produce the goods themselves or have them produced by a third party for the duration of the hindrance. The costs associated with relocation are to be borne by the Supplier insofar as he is responsible for the delay. Claims on the part of the Supplier due to relocation are excluded.
- (8) The Supplier can only rely on the absence of requisite documents that Pruftechnik is to provide if he has submitted a written reminder for such documents and has not received them within a reasonable period of time.

#### **§9 Force majeure**

- (1) All events of force majeure entitle each contracting party to postpone performance of contractually assumed obligations for the duration of prevention by force majeure or, if performance of the contract becomes wholly or partly unreasonable, to rescind the contract in this respect without incurring claims for damages from the other contracting party.
- (2) Each contracting party can rely on force majeure only insofar as he has immediately notified the other party of its occurrence and its foreseeable duration. If the notification is not received or if it is not received in a timely manner and the Supplier is at fault for such non-receipt or delay, he is to compensate for the loss which could have been averted had timely notification been effected.
- (3) Force majeure is deemed to be all events which occur unexpectedly and are not culpably committed by any of the parties. Force majeure specifically includes natural catastrophes, fire, lightning, explosions, poison or gas leaks, flood, general interruptions in supply, acts of war, terrorism or acts of a comparable nature, labor disputes in the operations of a contracting party or in third-party operations as well as state interventions. Events equivalent to force majeure are severe operational disturbances resulting in a restriction or suspension of operations and other circumstances which render performance of obligations substantially more difficult, or impossible, irrespective of whether they occur for a contracting party or for third parties insofar as the contracting party or the third party are not responsible for such circumstances.
- (4) The Supplier is obligated to present Pruftechnik with an appropriate contingency plan for the occurrence of the examples listed under clause (3) without being prompted to do so.

#### **§10 Liability, warranty**

- (1) Unless a different liability clause has been concluded elsewhere in these GCPs, the Supplier is liable in accordance with statutory provisions.
- (2) The Supplier is obligated to use environmentally friendly products and processes for his deliveries/services as well as for deliveries or ancillary services rendered by third parties insofar as it is economically and technically possible to do so. The Supplier is liable for the environmental compatibility of the delivered products and packaging materials as well as for all consequential damages resulting from the breach of his statutory disposal obligations. If requested to do so by Pruftechnik, the Supplier is to issue us with a certificate of inspection for the delivered goods.
- (3) We are entitled to statutory warranty claims without restriction. In particular, Pruftechnik is entitled to insist that the defect be remedied, that an item free of defects be delivered, or that losses be compensated. Pruftechnik can choose either of these options. In particular, any exclusion of claims for damages or other compensation claims for indirect or consequential damage due to minor negligence and gross negligence, inter alia, on the part of vicarious agents by the Supplier in his General Terms and Conditions of Sale are ineffective.
- (4) Warranty claims due to defective delivery or service prescribe 36 months from the point at which risk is passed. Warranty claims for defective spare parts and for commercial goods prescribe 36 months after startup or after delivery to the customer. In the event that delivery parts had to be inspected for defects or defects in delivery parts had to be corrected and the delivery parts could therefore not be put into operation, the warranty prescription period is extended by the length of time for which operations were suspended. With regard to parts that are repaired or re-supplied, the aforementioned warranty prescription period begins at the point at which repair or re-supply of new parts has concluded.
- (5) The Supplier guarantees that the goods are delivered free of third party rights and that the delivery does not infringe the rights of third parties. The Supplier is to indemnify Pruftechnik from any third party claims upon first demand. Claims arising from defects of law prescribe as per §10 (4).

#### **§11 Indemnity, product liability, insurance**

- (1) The Supplier is obligated to indemnify us from all liability vis-à-vis third parties or claims of third parties arising from the production, delivery, storage or use of the supplied goods or services upon first demand. With regard to strict liability, this only applies insofar as the Supplier is in fact at fault. Insofar as the cause of the damage is anchored in the Supplier's area of responsibility, the burden of proof lies with him. The obligation to indemnify does not apply insofar as the claim is based on gross negligence or willful breach of obligation on our part.
- (2) If a claim is raised against Pruftechnik due to a breach of official safety regulations or due to domestic or foreign product liability regulations as a result of a defect in the product attributable to the goods supplied

by the Supplier, Pruftechnik is entitled to seek compensation insofar as the damage was caused by the product supplied by the Supplier. This compensation also includes the costs of any recall action that may be necessary. If a defect occurs in a part supplied by the Supplier, it is to be assumed that the defect originated exclusively within the area of responsibility of the Supplier.

- (3) During the term of this contract, the Supplier is obligated to conclude and maintain globally valid corporate liability insurance with extended product liability including coverage for removal and installation costs and product recall cost insurance with a reasonable coverage of at least EUR 5 million per person or property damage. The insurance policy or a suitable confirmation of cover from the insurer is to be presented to us promptly upon request. Any other claims for damages hereby remain unaffected.

#### **§12 Notice of defects**

- (1) The delivery is to be inspected by us, or by third parties commissioned by us, no later than by the end of one week from the date of the contractually agreed upon delivery. The delivery is to be inspected in terms of identity, contentual correlation between order and delivery, as well as obvious and externally discernible transport damage and the Supplier is to be notified. Inspection of the delivery for quantity and identity is carried out by us solely on the basis of the delivery documentation and the marking on the outer packaging of the goods. There is no further obligation to carry out a technical incoming goods inspection. We will provide notification of hidden defects we identify within five days of such defects being discovered. In this regard, the Supplier waives the objection of delayed notification of defects.
- (2) If the Supplier does not commence supplementary performance of a rejected delivery within a reasonable time period set by us, Pruftechnik is entitled – notwithstanding the statutory provisions for the right of self-help in § 637 BGB (German Civil Code) – in urgent cases, in particular to prevent an acute risk of significant damage, to effect performance themselves or have performance effected by a third party at the expense of the Supplier. The delivery of a defect-free item or a defect-free plant by a third party is only permissible in such cases if this seems justified upon consideration of the interests of the two parties.
- (3) If supplementary performance by the Supplier has failed or is unacceptable to us (e.g. due to particular urgency, a risk to operational safety or imminent occurrence of disproportionate damages), there is no need to set a deadline. Pruftechnik will inform the Supplier of such circumstances without delay and in advance wherever possible.

#### **§13 Property Rights**

- (1) The Supplier ensures that all deliveries are free of third party property rights and, in particular, that the delivery and use of the supplied goods does not infringe any patents, licenses or other property rights of third parties within Germany. Insofar as the Supplier is aware that his products are also marketed by

Pruftechnik in countries outside Germany, the above section also applies to such countries.

- (2) The Supplier provides Pruftechnik with a full overview of used licenses of all deliveries, including licenses of third party works used by the Supplier, if any. The overview must include used licenses, license texts and the work(s) that are using the licenses.
- (3) The Supplier is to indemnify Pruftechnik and Pruftechnik's customers from third party claims arising from any infringements of property rights and is to bear all costs incurred by Pruftechnik in this context.
- (4) Pruftechnik is entitled to obtain authorization from the right holder to use the relevant delivered goods and services at the expense of the Supplier.
- (5) The results of work – all results obtained by Pruftechnik and/or Pruftechnik's contracting party as part of performance of this contract – belong to Pruftechnik along with the right of arbitrary use and application. This also applies, in particular, to inventions that can be protected under patent law and/or the German Utility Model Act (GbmG), as well as to work results protected by copyright.
- (6) Insofar as work results are embodied in reports, data carriers, raw data, samples and other documents, such work results are to become the unconditional property of Pruftechnik. Pruftechnik's contracting party is to keep the work results for Pruftechnik until they are handed over to Pruftechnik.
- (7) In any case, the contracting party is to assign and transfer the reports, data carriers, raw data, samples and other documents embodying the work results to Pruftechnik upon termination of the contract.

#### §14 Tools, drawings, other documents

- (1) Insofar as the Supplier produces tools, templates, matrices, measuring instruments, devices, molds, samples and associated software, drawings and other associated documentation ("tools") for performance of the contract at our expense, or if Pruftechnik entrusts the Supplier with such items, both parties agree that these tools become our property upon payment. The transfer is replaced by the fact that the Supplier is entitled to retain the tools on loan until the contract has been performed. The Supplier is to insure the tools against fire, water, theft, destruction and other damage at the replacement value at the Supplier's own expense. He is obligated to carry out any requisite maintenance and inspection work at his own expense and in a timely manner. He is to notify us of any incidents immediately. Any claims for compensation on our part remain unaffected. Without our consent, the Supplier is not entitled to use these tools to perform other orders from third party purchasers nor is he entitled to sell these tools. He is obligated, at our request, to return the tools to us upon performance of the contract. We are entitled to inspect these tools at the Supplier's premises at any time and the Supplier grants us access to his premises to this end.
- (2) These tools must not be disposed of, or scrapped, without our written consent.
- (3) Moreover, we refer to the other separate conditions we have set out in our tool agreements.

- (4) We reserve all rights to drawings and products that were made according to our specifications as well as to procedures that were developed by us.
- (5) The Supplier grants Pruftechnik the irrevocable option, possession and ownership of tools, which are necessary and specific to the production of the goods ("Requisite tools"), in exchange for payment of their current value less the amounts that Pruftechnik has already paid to the Supplier or which are recouped via the commodity price. This option does not exist if the Supplier needs the requisite tools for the production of his other standard products.
- (6) The Supplier will provide Pruftechnik with all the technical information that Pruftechnik requires for the installation, assembly and any other use of the requisite tools. Technical information includes design, assembly and installation drawings and other technical documentation, test logs and results, data, and other information that relates to the goods and tools. Technical information can be used and published by Pruftechnik without any restrictions subject to the patent or copyright rights of the Supplier. Design or product information subject to an intellectual property right of the Supplier can only be used by Pruftechnik for internal purposes.

#### §15 Retention of title, provided property

- (1) Proprietary rights of the Supplier, which go beyond the simple retention of title, do not exist.
- (2) Provided property (e.g. products supplied by us for installation in the goods to be delivered), which we transfer to the Supplier, remains our unrestricted property as is the case for the tools from §14 (1) that were transferred to the Supplier in conjunction with the conclusion of contract or the performance of the contract.
- (3) Provided property is to be clearly marked as property of Pruftechnik and to be kept safely and separately from the property of the Supplier. The Supplier has to keep provided property in good condition at his own expense and to replace such property if necessary. The Supplier bears the risk for provided property while it is in the custody or under the control of the Supplier. The Supplier is to insure it at his own expense at an amount which corresponds to the replacement cost in the event of loss. The Supplier hereby assigns all his payment claims against the insurer to Pruftechnik, and Pruftechnik accepts this assignation.
- (4) The Supplier is to handle the provided property safely and with due care and is to indemnify Pruftechnik in respect of any claims, liability, costs and damage resulting from the installation, use, storage or repair of the provided property and from any claims associated with the provided property. Pruftechnik is entitled to enter the Supplier's premises during normal business hours and to check the provided property and records pertaining to provided property.
- (5) The supplier agrees that Pruftechnik is entitled to remove the provided property at any time, without reason and payment, or to demand the surrender of such provided property. Following a request of this nature from Pruftechnik, the Supplier is to surrender the provided property immediately and prepare it for

shipping or he is to deliver it to Pruftechnik. Pruftechnik will compensate the Supplier fairly for the delivery costs. The Supplier does not have any right of retention with regard to the provided property, neither due to outstanding monetary claims nor for any other reason.

- (6) The processing or remodeling of provided property is done for us by the Supplier. Insofar as the provided property is processed with other objects that do not belong to us, we acquire the co-ownership right to a newly created property in a ratio of the value of our provided property to the other processed or remodeled items at the time at which processing or remodeling took place.

#### **§16 Compliance with the minimum wage obligation by the Supplier**

- (1) The supplier is obligated (i) to pay the minimum wage in accordance with § 20 German Minimum Wage Act (MiLoG) to workers employed by him in the territory of the Federal Republic of Germany in due time within the meaning of § 2 MiLoG; (ii) to record, in accordance with § 17 MiLoG, the start, end and duration of the daily working hours of his employees by no later than the end of the seventh calendar day following the day on which the work was performed and to keep such records for at least two years subsequent to the date on which the recording was made; (iii) to submit a written declaration in German as an employer based abroad to the competent authority of the customs administration prior to undertaking any work in accordance with § 16 MiLoG. Valid ordinances pertaining to the reporting obligation in accordance with § 16 MiLoG may be applied.
- (2) If the Supplier culpably breaches the obligations outlined under § 16 (1), Pruftechnik is thus entitled to terminate the contractual relationship with the Supplier with immediate effect and without the need for prior warning.
- (3) Upon first request, the Supplier is to indemnify Pruftechnik from all claims of third parties which are based on a breach of his obligations pursuant to the German Minimum Wage Act or which are based on the breach of obligations pursuant to the German Minimum Wage Act by subcontractors/lenders commissioned by the him. This obligation to indemnify applies to civil liability as well as to penalties, which are imposed on Pruftechnik as a result of breaches on the part of the Supplier or on the part of subcontractors/lenders used by the Supplier. In this context, the obligation to indemnify also applies in connection to legal enforcement costs and to legal defense costs, insofar as the asserted claims are based on an alleged breach of obligations pursuant to the German Minimum Wage Act on the part of the Supplier or on the part of a subcontractor used by the Supplier. The obligation to indemnify is also expressly applicable vis-à-vis claims of social insurance agencies and financial authorities.

#### **§17 Proof of Origin, Export Restrictions**

- (1) The proof of origin requested by us is to be provided with all requisite information by the Supplier and is to

be properly signed and made available to us in a timely manner.

- (2) The supplier is obligated to notify us of any permit requirements or restrictions in relation to (re)exports of his goods in accordance with German, European, US export and customs regulations as well as the export and customs regulations of the country of origin of his goods in his business documents. With regard to goods requiring a permit, the Supplier is further obligated to forward the following information to Pruftechnik in a timely manner prior to the first delivery:
  - a. Pruftechnik material number,
  - b. Description of the goods,
  - c. All applicable export list numbers including the Export Control Classification Number in accordance with U.S. Commerce Control List (ECCN),
  - d. Commercial origin of the goods,
  - e. Statistical goods number (HS code),
  - f. A contact in his company in order to clarify any potential follow-up questions.
- (3) The Supplier is obligated to notify us, without delay, of any changes to the permit requirements for the goods he has supplied to us arising due to technical, legal changes or due to determinations made by the authorities.
- (4) The Supplier is to immediately procure all documents and other information, in full, that are required in accordance with customs regulations or other applicable state regulations. This specifically includes (i) customs refund forms, (ii) proofs of origin or preferential origin declaration, (iii) long-term supplier declaration in accordance with 2015/2447 (UZK-IA), as well as (iv) all other information pertaining to the origin of the goods as understood by commercial and preference law and to materials contained within such goods.

#### **§18 Non-Disclosure**

- (1) Insofar as we have entered into a separate non-disclosure agreement with the Supplier, this agreement applies mutatis mutandis to all information that is disclosed in connection with a delivery, service or otherwise. The following provisions apply in all other cases:
- (2) The Supplier is to keep all illustrations, drawings, templates, calculations, documents and other documents and information, which have been disclosed to him in connection with the delivery in oral, written or in any other form and which have been marked or labeled as confidential or which are confidential by their very nature ("confidential information"), secret. In cases of doubt, it is to be assumed that the information in question is to be regarded as confidential information. This does not apply to information that (i) is generally known or is made publicly available by legal means; (ii) was lawfully known to the Supplier before he received it from us; (iii) the Supplier has developed independently without recourse to, or use of, the information he received from us (iv) the supplier has received from third parties, legally and without any non-disclosure

obligation, who for their part have obtained such information legally and without any non-disclosure obligation; (v) the supplier has to disclose due to a statutory, official or court order; in such cases the Supplier is to inform us of the disclosure and restrict the scope of such a disclosure to the greatest extent possible. The Supplier may only disclose or transfer the confidential information to third parties with our express prior written consent. The transfer of the confidential information to employees is only permitted to the extent that such a transfer is necessary for performing the contractual obligations of the Supplier.

- (3) The non-disclosure obligation also applies indefinitely upon completion of all deliveries. The Supplier must not use confidential information for his own purposes beyond the scope of the contractual performance. The Supplier is only permitted to disclose advertisements, irrespective of the type and scope, pertaining to the business relationship between us and the Supplier with our express prior written consent. This specifically includes references to customer names. The Supplier is liable for all losses we incur as a result of his breach of the aforementioned non-disclosure obligations.

#### **§19 Compliance**

- (1) Within the business relationship with us, the Supplier is obligated not to offer, to grant, to demand, or to accept benefits that breach applicable anticorruption provisions either in the course of business transactions or in dealings with civil servants.
- (2) Within the business relationship with us, the Supplier is obligated not to enter into any agreements or concerted practices with other companies, which have as their object or effect the prevention, restriction or distortion of competition in accordance with applicable antitrust rules.
- (3) The Supplier is to comply with the applicable statutory provisions relating to dealings with employees, environmental protection and safety at work and is to seek to reduce the adverse effects of his work on people and the environment. Within his capabilities, the Supplier will set up and continue to develop a management system as per ISO 14001 to this end. Furthermore, the Supplier will respect the principles of the UN Global Compact Initiative, which in essence relate to the protection of international human rights, the abolition of forced and child labor, the elimination of discrimination in recruitment and employment, and to environmental responsibility ([www.unglobalcompact.org](http://www.unglobalcompact.org)).
- (4) In the event of a breach of the obligations under clauses (1) and (2) and §16, the Supplier is to clarify potential breaches immediately and inform us of the clarification measures that have been taken. If the suspicion proves to be justified, the Supplier is to inform us of the internal measures that he has taken within the company to prevent future breaches. This is to be done within a reasonable period of time. If the Supplier does not meet these obligations within a reasonable period of time, we reserve the right to withdraw from contracts with him or to terminate such contracts with immediate effect.

- (5) In the event of a serious legal breach by the Supplier and in the event of breaches of the provisions in clauses (1) to (3), we reserve the right to withdraw from existing contracts or to terminate such contracts without notice.

#### **§20 Compliance with statutory requirements**

- (1) The Supplier is responsible for ensuring that the goods to be supplied by him or parts thereof comply with all applicable laws, regulations, ordinances or other provisions of public law and with the regulations of authorities and trade associations.
- (2) The Supplier is to expressly indemnify us against any liability or responsibility in the external relationship arising from, or in connection with, a breach of a provision outlined in these GCPs that is identified, and for which the Supplier is responsible, regardless of the legal basis. The Supplier is liable for all damages we incur as a result of the breach.

#### **§21 Place of performance, choice of law, place of jurisdiction**

- (1) The place of performance for the obligations of the Supplier is the shipping address stated in the order.
- (2) This contract is subject to the law of the Federal Republic of Germany (with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods CISG). However, at our discretion, we are also entitled to sue the Supplier at his general court of jurisdiction.
- (3) The sole place of jurisdiction for all disputes arising from, or in connection with this contract, is Munich.
- (4) In cases of uncertainty, the German version of our GCPs is the sole binding text for legal effectiveness and interpretation of the GCPs.

#### **§22 Other**

- (1) The change of the Supplier's company, the transfer of his business operations, and a change of owner or shareholders of the Supplier are to be reported to us immediately.
- (2) Persons carrying out work in the production facility in the performance of the contract are to comply with the provisions of the respective work rules. The liability for accidents that may befall such persons at the production facility is excluded, insofar as the accident was not caused by an intentional or grossly negligent breach of duty on the part of our legal representatives or vicarious agents.

#### **§23 Severability clause**

- (1) Should one or more of the above provisions be or become ineffective, the effectiveness of the remaining provisions is not affected.