

# Standard Ordering Terms and Conditions

## 1. Scope of Application

- 1.1 To the extent not otherwise agreed in writing, these Standard Ordering Terms and Conditions ("Terms and Conditions") shall govern the legal relationships between the SUPPLIER and the PURCHASER.
  - 1.2 The nature and scope of both parties' obligations shall be dictated by the respective order. The following apply in the following order in the event of any conflicts:
    - 1.1.1 The order
    - 1.1.2 The further terms and conditions set forth in the order as well as specific and general technical specifications, particularly:
      - a) the record of negotiations\*
      - b) the performance specification, acceptance parameters, list of interfaces\*
      - c) the PURCHASER's tender documents\*
      - d) the PURCHASER's standard templates\*
      - e) The transport specifications agreed between the PURCHASER and the SUPPLIER
      - f) other annexes to the order\*
    - 1.1.3 These Standard Ordering Terms and Conditions of the PURCHASER
    - 1.1.4 The code of conduct under clause 12.6 of these Standard Ordering Terms and Conditions, accessible at the following link: <https://schwarz-produktion.com/wp-content/uploads/2023/09/Code-of-Conduct-Deutsch.pdf> ,
    - 1.1.5 The SUPPLIER's offer
- \*where attached to the order

- 1.3 These Terms and Conditions shall apply exclusively. Conflicting or additional terms and conditions of the SUPPLIER shall not be incorporated into the agreement except to the extent expressly agreed in writing. The SUPPLIER's terms and conditions shall not be binding even if they are not expressly objected to. These Terms and Conditions shall also apply in those cases where the PURCHASER accepts the SUPPLIER's performance in full knowledge of the latter's conflicting or differing terms and conditions.
- 1.4 These Terms and Conditions shall furthermore apply to all future transactions with the SUPPLIER, unless the PURCHASER and the SUPPLIER enter into a separate written agreement (e.g., a master agreement). They shall apply irrespective of whether they are specifically referred to in the individual case.

## 2. Offers/Order/Extension of Order Scope

- 2.1 The SUPPLIER's offers shall not be binding on the PURCHASER and are to be submitted free of charge. The preparation of cost estimates shall only be remunerated if previously agreed in writing.
- 2.2 Orders, including changes to existing orders, must be in text form.
- 2.3 The SUPPLIER undertakes to confirm the respective orders without alteration in text form by affixing a valid signature thereto within two working days (MON-FRI) of receipt thereof. If the SUPPLIER does not decline the respective order within 2 working days, the order shall be deemed confirmed.
- 2.4 Where the order confirmation contains terms that derogate from the order, the derogating terms shall only apply if the PURCHASER expressly confirms them in writing. The principles relating to silence in response to a commercial letter of confirmation shall not apply.

## 3. Delivery, Transfer of Risk and Title, Performance by Third Parties

- 3.1 Unless agreed otherwise, orders are to be delivered "duty paid" ("DDP", Incoterms 2020) to the destination specified in the order. If no destination is specified and no other provision is agreed, the destination will be the location of the PURCHASER's registered office. The SUPPLIER shall assume the costs of unloading deliveries. To the extent not otherwise agreed in the given case, the Supplier shall bear the procurement risk associated with its deliveries.
- 3.2 In the case of deliveries, the destination (clause 3.1) shall also be the place of performance (*Erfüllungsort*) and the place of fulfilment (*Erfolgsort*). For other goods or services, the place of performance and place of fulfilment shall be the location of the PURCHASER's registered office, unless agreed otherwise.
- 3.3 In the case of deliveries, the PURCHASER shall receive a delivery note containing the following information: the PURCHASER's order number,

the name of the PURCHASER, item numbers of the PURCHASER and of the SUPPLIER, serial number (if any), quantity (excluding price), place of departure of the goods, delivery address and delivery date. The SUPPLIER shall have receipt of delivery confirmed by having the PURCHASER sign and date the delivery note.

- 3.4 In the case of delivered items not requiring installation or assembly, the risk of accidental loss or accidental deterioration of the items shall pass to the PURCHASER upon physical delivery at the place of performance. If the SUPPLIER is also responsible for installation, assembly or connection and/or the PURCHASER is contractually or legally obligated to carry out acceptance testing, the risk shall only pass to the PURCHASER upon acceptance.
- 3.5 Concurrent with the transfer of risk, title in the delivered items shall pass to the PURCHASER directly and free and clear of any and all encumbrances.
- 3.6 The transfer of title to the PURCHASER must be unconditional and made irrespective of payment. However, if in the specific case the PURCHASER accepts an offer from the Supplier under which the transfer of title is conditional upon payment of the purchase price, the SUPPLIER's reservation of title in respect of the delivered goods shall be extinguished at the latest upon payment of the purchase price. Even prior to paying the purchase price, the PURCHASER shall be authorised to resell the goods in the ordinary course of business, subject to the prior assignment of the claim for payment arising from the resale. All other forms of title retention are therefore precluded, particularly reservations of title securing the payment of other claims in addition to the purchase price (*erweiterter Eigentumsvorbehalt*), original reservations of title passed on upon resale (*weitergeleiteter Eigentumsvorbehalt*) and reservations of title subject to the assignment of the right to collect payment (*verlängerter Eigentumsvorbehalt*).
- 3.7 Partial or excess deliveries are only permitted with the PURCHASER's prior consent. The PURCHASER may reject partial or excess deliveries that were not ordered.
- 3.8 Unless agreed otherwise, the SUPPLIER may only engage third parties to perform its obligations (e.g., subcontractors) with the PURCHASER's prior written consent. The PURCHASER may only withhold such consent for legitimate reasons (e.g., the third party is unreliable or is a competitor). Notwithstanding the foregoing, the SUPPLIER may only delegate obligations to third parties who are competent, efficient and reliable. This also means that they must comply with their statutory obligations to pay taxes and social security contributions and meet the prerequisites under commercial law. The PURCHASER may, at any time, demand proof of the competence, efficiency and reliability of the third party.
- 3.9 If the SUPPLIER would like the packaging necessary for the delivered goods to be returned, this must be clearly stated in the papers accompanying delivery. If this is not clearly stated, the PURCHASER may dispose of the SUPPLIER's packaging. No fee is payable for packaging that is disposed of. The SUPPLIER must use transport packaging that is capable of being recycled. If this obligation is breached, the PURCHASER may charge the SUPPLIER for the costs of disposing of the non-recyclable transport packaging supplied in breach of this term.

## 4. Acceptance

- 4.1 If the PURCHASER is contractually or legally obligated to carry out acceptance testing, particularly if the SUPPLIER is also responsible for installation, assembly or connection of the delivered item, formal acceptance shall be required. The SUPPLIER shall give the PURCHASER at least two weeks' advance notice in written or text form that the items are ready for acceptance testing. The parties shall prepare a joint acceptance report indicating the nature and scope of any defects as well as the timeframe for remedying any such defects.
- 4.2 The items shall be accepted upon completion of all work. The SUPPLIER is not entitled to insist upon the acceptance of parts of the work.

## 5. Additional Terms and Conditions for Technical Equipment

- 5.1 The SUPPLIER's obligation to deliver/perform encompasses all action necessary in order to fully and properly deliver the goods and services and enable them to be used for their intended purpose, even if individual goods/services are not listed in full or at all in the performance specification. The SUPPLIER's obligation to deliver/perform includes planning, delivery, assembly, commissioning, trial operation, performance tests, acceptance testing and the provision of adequate documentation.
- 5.2 Once assembly is complete, the contract equipment shall be commissioned and trialled in consultation with the PURCHASER at the risk and on the sole responsibility of the SUPPLIER.
- 5.3 The SUPPLIER shall notify the PURCHASER in writing of the equipment's readiness to be put into commission and trialled. The start date for the

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trial operation phase shall be determined jointly by the SUPPLIER and the PURCHASER. The duration of the trial operation phase is to be specified in the order. The trial operation phase is for the purpose of establishing that the Contractor's goods/services will be operational and functional when continuously operated.

- 5.4 The SUPPLIER shall train/instruct the PURCHASER's staff up until the commencement of the trial operation phase and ensure that they are familiar with all details of the contract equipment by the end of the trial operation phase at the latest, and that they are in a position to be able to independently operate the equipment. During the trial operation phase, the contract equipment is to be operated by the PURCHASER's employees who have been trained and briefed in advance by the SUPPLIER; however, responsibility for the trial operation phase shall lie with the SUPPLIER. Hence, the SUPPLIER's responsibility for the trial operation phase itself, and for demonstrating the proper functioning of the equipment as well as the performance data agreed in the order shall not be limited either in whole or in part. The trial operation phase shall conclude when the performance test is passed successfully and the equipment is accepted.
- 6. Dates, Deadlines, Delays**
- 6.1 The dates and deadlines agreed in the order shall be binding. Subsequent changes to agreed dates and deadlines require the written approval of the PURCHASER.
- 6.2 If delays are expected or occur, the SUPPLIER shall promptly notify the PURCHASER thereof in writing, specifying the reasons for and the expected duration of the delay. Specifically, the SUPPLIER shall notify the PURCHASER without undue delay if it is unable to perform by the agreed date because it requires materials or assistance to be provided by the PURCHASER.
- 6.3 In the event of default on part of the SUPPLIER, the PURCHASER may claim a contractual penalty in the amount of 0.2% of the net order value per work day of the delay, but not more than 5% of the net order value. The PURCHASER may claim the contractual penalty up until the agreed price falls due; the application of section 341 (1) of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*) is excluded in this respect. In addition to paying the contractual penalty, the SUPPLIER must compensate the PURCHASER for all loss or damage caused by the failure to meet deadlines. Any contractual penalty payments shall be credited towards such damages claims on the part of the PURCHASER.
- 7. Prices, Billing**
- 7.1 The agreed prices are to be construed as fixed prices and are net of statutory VAT. If, by way of exception, prices are not agreed in advance, a contract is only formed once the PURCHASER has issued approval (in text form) of the prices offered by the SUPPLIER.
- 7.2 Unless otherwise agreed, prices shall include all agreed goods and services and agreed ancillary services of the SUPPLIER (particularly including the necessary documentation and relevant certificates, assembly, installation etc.) as well as all incidental expenses (e.g. proper packaging, travel expenses, shipping costs, customs duties and other charges).
- 7.3 The SUPPLIER shall prepare a correct and proper invoice containing the following information: PURCHASER's order number, name of the PURCHASER, item numbers of the PURCHASER and of the SUPPLIER, quantity, delivery address, delivery date. Invoices shall not be enclosed with deliveries. The original invoice shall be sent under separate cover. All of the SUPPLIER's invoices must be issued in the PURCHASER's name. Invoices shall be sent by post to Schwarz Produktion Stiftung & Co. KG, Langendorfer Straße 23, 06667 Weißenfels. Invoices may also be sent by e-mail (invoice@sp.invoice.schwarz).
- 7.4 Unless specified otherwise in the order, all invoices must be paid within 30 days. The period for payment commences upon receipt of a correct and proper invoice in accordance with clause 7.3. If the PURCHASER receives the invoice before receiving the goods/services, the period for payment shall commence upon receipt of the goods/services. If the PURCHASER is contractually or legally obligated to carry out acceptance testing and the PURCHASER receives the invoice before accepting the goods/services, the period for payment shall commence upon acceptance of the goods/services. If the PURCHASER makes payment within 14 calendar days, the SUPPLIER shall discount the net amount of the respective invoice by 3%.
- 7.5 Interest on late payments will not be charged. Late payments shall be governed by the statutory provisions.
- 7.6 The SUPPLIER's rights to set off or to withhold performance may only be exercised with counterclaims that are uncontested or have been declared final and binding by a court of law. The SUPPLIER may exercise its right to withhold performance only if its counterclaim is based on the same contractual relationship.
- 7.7 The PURCHASER may assert a right of set-off or the right to withhold performance or plead the right to refuse to perform until performance is rendered by the other party (*Einrede des nicht erfüllten Vertrages*) to the extent permitted by law. The PURCHASER may withhold due payments for as long as it still has claims against the SUPPLIER based on incomplete, defective goods or services.
- 7.8 The SUPPLIER may not assign its claims against the PURCHASER to third parties. Section 354a of the German Commercial Code (*Handelsgesetzbuch – HGB*) shall remain unaffected.
- 8. Contract Products**
- 8.1 At the time the risk of loss is transferred, delivered goods must reflect the state of the art at the time, be of the best quality available on the market and free of defects, have the agreed condition or quality and comply with the applicable statutory requirements in Germany, the EU, the USA and the other countries to which the goods are to be delivered. The product descriptions forming the subject matter of the respective agreement or incorporated in the agreement in the same way as these Terms and Conditions (particularly by virtue of being named or referred to in the order) shall in any case be deemed an agreement as to condition/quality.
- 8.2 The SUPPLIER warrants that at the time the risk of loss is transferred, the goods shall be of merchantable quality; specifically, it warrants that all applicable requirements as to condition, quality, design, materials, safety and recyclability are met. The SUPPLIER shall conduct the necessary procedures in accordance with applicable legal requirements in its own name and for its own account, i.e., it shall procure the necessary permits, authorisations, licences or registrations (including those in accordance with Regulation (EC) No. 1907/2006 ("REACH")) and shall issue the necessary reports, notifications and disclosures. If necessary, the SUPPLIER shall, for its own account, appoint a suitable representative, e.g., as its only representative within the meaning of article 8 of REACH.
- 8.3 The SUPPLIER shall fulfil all its obligations to inform the PURCHASER (such as those under article 8 (3) of REACH) arising from the implementation of the requirements under clause 8.2. Upon request, the SUPPLIER shall furthermore inform the PURCHASER of any and all measures taken to meet the requirements set out under clause 6.2 by submitting the appropriate documentation (e.g., declarations of conformity, inspection reports).
- 8.4 In the case of goods that fall within the scope of the EU member states' right to implement the Directives on Waste Electrical & Electronic Equipment (2002/96/EC; 2012/19/EU), the SUPPLIER shall be required to take back and recover the goods free of charge upon request of the PURCHASER.
- 8.5 If goods that are delivered fall under the scope of Regulation (EU) 2023/1115 ("EUDR"), the SUPPLIER shall ensure that those goods are certified deforestation-free in accordance with the legal provisions of the producer countries within the meaning of the EUDR and that a due diligence statement is uploaded to the information system. The SUPPLIER shall furnish evidence to that effect, specifically the reference numbers of the uploaded due diligence statements and geolocation coordinates of the relevant plots of land prior to delivery. The geolocation coordinates may be transmitted by way of the corresponding release in the European Union information system.
- 9. Warranty**
- 9.1 To the extent not otherwise stipulated below, the statutory provisions on defects in quality and defects in title shall apply.
- 9.2 The PURCHASER may, at its option, require the SUPPLIER to remedy the defect or replace the goods with conforming tender.
- 9.3 Where the SUPPLIER's performance obligations are limited to delivering equipment without installation or assembly, the SUPPLIER's obligation to cure performance shall include removal and reinstallation if the equipment was installed inside another item to enable it to be used for its intended purpose.
- 9.4 Where formal acceptance is required by contract or by law, the PURCHASER may require, even prior to acceptance testing, a defect in the goods/services already delivered to be fixed and, following the expiry without success of a reasonable period for curing the defect set by the PURCHASER, may fix the defect itself and demand reimbursement of the expenses necessary to do so, unless the SUPPLIER's refusal to fix the defect was based on legitimate grounds.
- 9.5 If the PURCHASER is unable to confirm compliance with the requirements set out in section 8.5 on the basis of the documents furnished by the SUPPLIER, it may refuse to accept deliveries and withhold contractually agreed payments until such time as the complete documentation has been furnished. The PURCHASER and SUPPLIER undertake to

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work together to quickly resolve any such issues.

9.6 The SUPPLIER shall assign to the PURCHASER as security all claims based on defects against subcontractors, suppliers and other third parties engaged by it to perform this agreement. The PURCHASER accepts this assignment. This shall have no bearing on the SUPPLIER's warranty obligations. The SUPPLIER shall retain the right and the obligation to assert and enforce claims against its subcontractors, suppliers and other third parties in its own name and for its own account until such right is revoked by the PURCHASER.

9.7 The SUPPLIER shall indemnify the PURCHASER upon first demand against any claims asserted by third parties for defects in title, in particular based on the infringement of intellectual property rights or non-merchantable tender contrary to clause 8.2, except where the SUPPLIER is not at fault for the defect in title or the non-merchantable tender.

9.8 The commercial obligation to inspect and report defects shall be governed by the statutory provisions (sections 377 and 381 HGB), subject to the following:

The PURCHASER's obligation to inspect shall be limited to checking for defects that are apparent based on an external inspection of the goods and a review of the delivery documents during the goods receipt check, and defects that are clearly identifiable during random sampling. No obligation to inspect and report defects applies where acceptance testing is required. Otherwise, the obligation shall depend on the extent to which an inspection is feasible in the ordinary course of business having regard to the circumstances of the specific case. The foregoing has no bearing on the obligation to report subsequently discovered defects.

Defects shall in any event be deemed to have been reported without undue delay and within the prescribed time if they are received by the SUPPLIER within 14 working days of discovery of the defect or, in the case of obvious defects, of delivery.

9.9 The warranty period for defects shall be governed by the applicable statutory provisions and, where acceptance testing is to be carried out, shall commence upon acceptance.

### 10. Liability, Product Liability, Third Party Liability Insurance

10.1 The parties shall be liable in accordance with the statutory provisions. If the SUPPLIER breaches section 8.5 and/or section 12.4, damages shall also cover non-material damage such as production stoppages, loss of reputation and loss of profits.

10.2 Where the SUPPLIER is responsible for a product defect, it shall indemnify the PURCHASER against third-party damages claims upon first demand to the extent the cause of such defect lies within its sphere of control and organisation.

10.3 The SUPPLIER's liability for product defects shall also extend to reimbursing any expenses arising out of or in connection with a recall campaign conducted by the PURCHASER. To the extent possible and reasonable, the PURCHASER shall inform the SUPPLIER as to the terms and scope of the recall campaign and, where necessary, give it an opportunity to comment thereon.

10.4 In order to cover loss or damage caused by it, its staff or its authorised agents, the SUPPLIER shall maintain general business liability insurance and extended product liability insurance, each providing reasonable insurance cover of at least EUR 3 million. Such insurance shall not affect the PURCHASER's right to claim additional damages, where applicable.

### 11. Confidentiality

11.1 The parties shall treat confidential information disclosed by the other party as confidential for an indefinite term; specifically, they shall not disclose such information to third parties, shall protect it against unauthorised access and shall use it solely within the scope of the cooperation. The right of termination subject to a notice period with respect to this non-disclosure obligation shall be excluded. Confidential information shall include: the existence and terms of the agreement as well as any and all information or documents disclosed by one party to another or to any company within the Purchaser's group, or through another party or any company within the Purchaser's group in the context of the cooperation.

11.2 This non-disclosure obligation shall not apply if and to the extent that:

- the confidential information was already known to the other party prior to execution of the Agreement or is subsequently disclosed to it by a third party lawfully, i.e., without breach of any non-disclosure agreement, statutory provision or official order;
- the confidential information was in the public domain prior to execution of the Agreement or subsequently enters the public domain without any culpable breach of the above obligation;

- the confidential information was independently developed or obtained by the other party;
- the disclosing party has released the receiving party from the non-disclosure obligation;
- disclosure is required in the context of the cooperation or to protect the legal interests of the party and such disclosure is made to agents who are bound in writing to the same non-disclosure obligation stipulated above or to advisors who are subject to a professional duty of confidentiality;
- disclosure is made by one company within the Purchaser's group to another company within the Purchaser's group that is bound in writing to the same non-disclosure obligation stipulated above; or
- disclosure is mandated by law or other applicable legal provisions or by court or official order; in such case, the party subject to disclosure shall notify the other party of the disclosure without undue delay in writing or in text form and together the parties will determine the extent to which they may limit disclosure within the bounds of the law.

### 12. Compliance

12.1 The SUPPLIER warrants that all relevant legal provisions are being complied with within its area of responsibility and in particular also by third parties involved in the provision of the goods/services. The foregoing applies in particular with respect to compliance with anti-corruption, antitrust and data protection laws. Specifically, the SUPPLIER undertakes to ensure that its employees entrusted with the contractually agreed tasks and activities are familiarised with applicable laws.

12.2 Insofar as the PURCHASER, in a given case using a risk-based approach so requires, the SUPPLIER shall ensure that its employees entrusted with the contractually agreed tasks and activities are familiarised with their obligations relating to human rights and environmental protection under the German Supply Chain Due Diligence Act (*Lieferketten-sorgfaltspflichtengesetz*, – LkSG) and provide the necessary training in this regard. The SUPPLIER may access the training documentation provided for this purpose at <https://www.markant.com/de/lksg>. Upon request by the PURCHASER, the SUPPLIER must demonstrate by means of appropriate documentation in an anonymised form that it has conducted the training for the relevant employees. The SUPPLIER may instead use an equivalent training course for this purpose; the SUPPLIER must document the equivalence of the training course used to the PURCHASER upon request.

12.3 The SUPPLIER states that it is compliant with all obligations and prohibitions on funds being made available arising in connection with European and, barring any conflicting national regulations, U.S. commercial, trade and financial sanctions and embargoes, in particular the provisions of Regulation (EC) 2580/2001, Regulation (EC) 881/2002 and Regulation (EU) 2023/1115.

12.4 At the simple request of the PURCHASER, the SUPPLIER shall, without undue delay, furnish all information and documentation necessary to comply with the regulatory requirements pursuant to section 12.3 and section 8.5 or to demonstrate such compliance. The relevant information and documentation include: proofs of origin, customs documents, shipping papers, sustainability certificates, necessary documents for subsequent (re-)export, declarations of conformity and certifications, geolocation coordinates of production plots, information concerning production facilities and environmental information. The PURCHASER may determine the scope and manner of data transmission as appropriate, taking into account the legitimate interests of the SUPPLIER. The SUPPLIER warrants that the transmitted information and documentation are correct, complete and verifiable at the time of transmission. If relevant changes occur after the information or documentation are provided, the SUPPLIER shall make this known without undue delay.

12.5 The PURCHASER may take appropriate steps to verify the correctness and completeness of the information and documentation to be transmitted pursuant to section 12.4, taking into account the legitimate interests of the SUPPLIER. The PURCHASER may engage third parties – specifically, independent auditors – to that end.

12.6 The SUPPLIER shall comply with minimum social standards in conducting its business. The SUPPLIER shall observe the Business Partner Code of Conduct (accessible at the following link: <https://schwarz-produktion.com/wp-content/uploads/2023/09/Code-of-Conduct-Deutsch.pdf>) and the minimum standards laid out therein, and accepts them as the basis of contract. The SUPPLIER furthermore undertakes to appropriately address the key substantive aspects of the principles set out in section 1 and 2 of the PURCHASER's Business Partners Code of Conduct in respect of its suppliers.

12.7 Actual or potential violations of the human rights or environmental protection obligations may be reported via a dedicated portal of the

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PURCHASER. The dedicated portal can be accessed at <https://www.bkms-system.net/bkwebanon/report/clientInfo?cin=13meg7&c=-1&language=ger>; Information about the grievance mechanism is available in the procedural guidelines, which can be accessed at [https://schwarz-produktion.com/wp-content/uploads/2024/05/Verfahrensordnung-Online-Meldesystem-BKMS\\_DE-120-kB.pdf](https://schwarz-produktion.com/wp-content/uploads/2024/05/Verfahrensordnung-Online-Meldesystem-BKMS_DE-120-kB.pdf). The SUPPLIER can make the grievance mechanism known to its employees as well as its business partners who may be affected by potential breaches of duty by the PURCHASER. Employees who submit reports may not be discriminated against or disadvantaged for doing so.

- 12.8 The SUPPLIER shall not give inducements or gifts to employees, members of the governing bodies or vicarious agents of the PURCHASER or any of their related parties.
- 12.9 The PURCHASER shall be entitled to implement risk-based controls to audit the SUPPLIER's compliance with the human rights and environmental protection obligations set out in the Business Partner Code of Conduct. The PURCHASER may also request specific information showing that the SUPPLIER is complying with human rights and environmental protection obligations. If there is legitimate reason to suspect a serious violation of human rights or environmental protection obligations, the SUPPLIER shall, at the PURCHASER's request, allow the PURCHASER to conduct on-site inspections of its premises subject to reasonable advance notice. A third party (e.g. auditor, lawyer) may also be engaged to perform such audit at the SUPPLIER's request. In both cases, the PURCHASER shall bear the costs of the audit. The control measures shall be limited to the human rights and environmental expectations set out in the Business Partner Code of Conduct. The SUPPLIER's data protection policy as well as business and trade secrets shall be respected in the exercise of such information and audit rights. In particular, the SUPPLIER shall have the right to withhold information which constitutes its trade secrets. The fact that the information involves trade secrets must be demonstrated. Audit rights arising from other provisions shall remain unaffected.
- 12.10 In the event that any violation of the Business Partner Code of Conduct is identified, the SUPPLIER undertakes, together with the PURCHASER, to develop and implement appropriate remedial action to eliminate or minimise the impacts of any such violation. In the exceptional case, the PURCHASER may temporarily suspend the business relationship during this time. If the remedial taken by the SUPPLIER is not completed within a reasonable period of time or if the violation involves a serious breach of duty, the PURCHASER shall be entitled to terminate the contractual relationship.

### 13. Antitrust Law Violations

If the SUPPLIER or a person engaged by or working for it is shown to have entered into an arrangement that is likely to affect the respective contractual relationship with the PURCHASER and which constitutes an unlawful anti-competitive practice, the SUPPLIER shall pay liquidated damages to the PURCHASER amounting to 10% of the order volume affected. However, the SUPPLIER still has the right to demonstrate that the actual damage suffered was lower, and the PURCHASER still has the right to demonstrate that the actual damage suffered was higher. This provision applies even if the respective agreement is terminated or has already been performed. The foregoing has no bearing on the PURCHASER's other contractual or statutory claims.

### 14. No Reference

The SUPPLIER may not, without the PURCHASER's prior written consent, publish names, trademarks or other protected designations owned by the PURCHASER or the fact that this cooperative relationship exists, or other information concerning the PURCHASER for advertising purposes. The SUPPLIER is required to keep secret from the media all knowledge, documents and information concerning business affairs which it acquires in the course of the mutual cooperation or which it was sent or will be sent in connection with delivering/providing the agreed goods/services.

### 15. Miscellaneous

- 15.1 German law shall apply subject to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 15.2 Exclusive place of jurisdiction is Leipzig, Germany. However, the PURCHASER may also bring suit at the location of the SUPPLIER's registered office.