

General Terms and Conditions for purchases from Dihse GmbH ("AEB")

1. Scope, Form

1.1 Contracts of Dihse GmbH ("DIHSE") that involve purchases, in particular purchase contracts, contracts for work and services, contracts for work and materials, service contracts or other contracts for the purchase of goods or services ("**Contracts**"), are concluded in accordance with these General Terms and Conditions of Purchase ("**GTCP**"). This also applies to Contracts that DIHSE concludes in the name of and on behalf of third parties. The GTCP shall only apply if the seller/contractor is an entrepreneur (Section 14 German Civil Code, "BGB"), a legal entity under public law or a special fund under public law (Section 310 para. 1 BGB).

1.2 These GTCP shall apply exclusively. Deviating, conflicting or supplementary terms and conditions of the party concluding the above Contracts with DIHSE ("**CONTRACTOR**") shall only apply if and insofar as DIHSE has expressly agreed to them in writing. Silence on the part of DIHSE shall not be deemed acceptance, even after receipt of such terms and conditions or if DIHSE accepts contractual services without reservation in the knowledge of deviating, conflicting or supplementary terms and conditions of the CONTRACTOR.

1.3 Acceptance of DIHSE's order and execution of such order shall be deemed acceptance of these GTCP. If the DIHSE does not wish to recognize individual terms or the GTCP as a whole, it must expressly object to DIHSE in text form (e.g. letter, email, fax).

1.4 Individual agreements made with the DIHSE in individual cases (including any ancillary agreements, supplements and amendments) shall in any case take precedence over these GTCP. Subject to proof to the contrary, a written contract or written confirmation from DIHSE shall be authoritative for the content of such agreements.

1.5 Unless otherwise agreed, these GTCP shall also apply as a framework agreement for similar future Contracts in the version valid at the time of DIHSE's order or in any case in the version last communicated to the CONTRACTOR in text form, without DIHSE having to refer to them again in each individual case.

1.6 Legally relevant declarations and notifications in relation to concluded Contracts (e.g. setting deadlines, reminders, withdrawal) must be submitted to DIHSE at least in text form. Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declaring party, shall remain unaffected.

2 Offer and Acceptance

2.1 DIHSE's offers, in particular orders and purchase orders, can be revoked by DIHSE at any time until receipt of the CONTRACTOR's order confirmation.

2.2 The CONTRACTOR is required to confirm DIHSE's offers within a reasonable period of time, but at the latest within a period of two (2) weeks from receipt of the offer, at least in text form, or to execute them without reservation. A delayed acceptance/confirmation is considered a new offer and requires acceptance by DIHSE at least in text form.

2.3 Order confirmations that deviate from offers must be confirmed by DIHSE at least in text form. If this confirmation is not provided within two (2) weeks, the Contract shall not have been concluded. Silence does not constitute consent. Acceptance of deliveries or services or payment shall not replace the declaration of acceptance.

2.4 The prices stated in DIHSE's offers are exclusive of any applicable statutory value-added tax, but include all ancillary costs (in particular transportation, customs, packaging, insurance costs, costs of return and disposal of packaging), unless expressly stated otherwise in the offer.

2.5 The review of DIHSE's offers and the preparation and submission of offers by the CONTRACTOR shall be free of charge for DIHSE.

2.6 DIHSE shall accept the CONTRACTOR's offers exclusively by declaration, at least in text form.

3 Place of Performance, Delivery and Service, Notification of Defects, Approval

3.1 The place of performance for all obligations arising from the contractual relationship, including subsequent performance, is the destination of the delivery or service specified in the order, or, in the absence of a specified destination, the registered office of DIHSE.

3.2 Early deliveries and partial services can be rejected if they are not in the interest of DIHSE.

3.3 Delivery bills must be attached to the outside of the packaging and must state the order number, the article designation and part number, the delivery quantities and any certificates/documents supplied, as well as references to any partial deliveries. Goods that do not originate from the territory of the European Community and deliveries that belong together must be marked as such. If any of the above obligations are violated, DIHSE is entitled to refuse acceptance, unless the CONTRACTOR is not responsible for the violation. If the delivery bill is missing or incomplete, DIHSE shall not be responsible for any resulting delays in processing and payment. A corresponding dispatch note with the same content must be sent to DIHSE separately from the delivery bill.

3.4 The statutory provisions (Sections 377, 381 HGB) apply to the commercial inspection and complaint obligations with the following proviso: DIHSE's inspection obligation is limited to defects that become apparent during the incoming goods inspection under external examination including the delivery documents (e.g. transport damage, incorrect and short delivery) or are recognizable during the quality control in the sampling procedure. If acceptance is required or agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. The obligation to give notice of defects discovered later remains unaffected. Notwithstanding the duty to inspect, the complaint (notification of defects) shall in any case be deemed to be immediate and timely if it is sent within ten (10) working days of discovery or, in the case of obvious defects, of delivery. Notification of defects at a later date shall be sufficient if the circumstances of the individual case justify this.

3.5 The issue of receipts or payment for services provided by the CONTRACTOR does not constitute a waiver of any warranty or other claims.

3.6 The CONTRACTOR is not authorized – without the prior written consent of DIHSE – to provide the deliveries and services owed under the Contract or to have them provided by third parties.

3.7 The CONTRACTOR is obliged to provide DIHSE with all maintenance manuals, service announcements, service information letters and other information necessary for DIHSE to be able to use, maintain or repair the delivery or service item as intended or agreed, to the extent that DIHSE requests them, without additional remuneration. Subsequent changes to these documents are also included in the obligation.

3.8 Insofar as acceptance is required or agreed, acceptance of the work shall take place exclusively through an express written declaration by DIHSE. Such a declaration by DIHSE is only legally effective if it is signed by two authorized DIHSE employees. The unconditional acceptance of the work does not lead to the loss of warranty or other rights (except in the case of positive knowledge of a defect) or of contractual penalty claims by DIHSE. DIHSE is entitled to assert any forfeited contractual penalty despite acceptance until the final payment.

3.9 The CONTRACTOR must inform DIHSE immediately of any changes in the CONTRACTOR's company that affect the quality of the deliveries or services, in particular in the organization, the location or in production/manufacturing, in the case of ongoing business relationships.

4. Transportation, Delivery and Performance Time, Delay, Transfer of Risk

4.1 The costs of the delivery, in particular packaging, shipping and transport insurance costs, as well as the costs of taking back the packaging – if DIHSE requests the return – shall be borne by the CONTRACTOR. If the CONTRACTOR does not take back the packaging after setting a deadline, DIHSE may dispose of it itself or have it disposed of by a third party. Any resulting costs shall be borne by the CONTRACTOR.

4.2 The delivery time specified in DIHSE's order is binding. The CONTRACTOR must notify DIHSE immediately and in text form of any occurring or impending delivery delays after becoming aware of them, stating the Contract number, the Contract date, the causes of the delay, and the expected delivery date. Acceptance of this notification does not imply an extension of the agreed performance time and does not affect the occurrence of the delay, unless DIHSE expressly agrees to such an extension in writing. If the notification is omitted or incomplete, the CONTRACTOR shall be liable for any resulting damages, unless it has not acted culpably.

4.3 Damage caused by delays in delivery by the CONTRACTOR shall entitle DIHSE to assert claims for compensation if the legal requirements are met. If the CONTRACTOR is in default, DIHSE may – in addition to further statutory claims – demand lump-sum compensation for the damage caused by the delay in the amount of 0.25% of the net Contract amount per completed calendar day, but not more than a total of 5% of the net Contract amount of the goods delivered late or services rendered late. DIHSE reserves the right to prove that higher damages have been incurred. The CONTRACTOR reserves the right to prove that no damage at all or only significantly less damage has been incurred.

4.4 The CONTRACTOR shall bear the risk of loss, accidental destruction, and accidental deterioration until the deliveries or services are delivered in full to DIHSE or until DIHSE accepts the work at the place of performance.

4.5 The CONTRACTOR shall bear the procurement risk for its services, unless otherwise agreed in individual cases.

4.6 The statutory provisions shall apply to the occurrence of default of acceptance by DIHSE. However, the CONTRACTOR must also expressly offer us its service if a specific or determinable calendar time has been agreed for an action or cooperation by DIHSE. In the event of default of acceptance, the CONTRACTOR may demand compensation for its additional expenses in accordance with the statutory provisions (Section 304 BGB). If the Contract concerns a non-fungible item to be manufactured by the CONTRACTOR (individual production), the CONTRACTOR shall only be entitled to further rights if DIHSE was obligated to cooperate and is responsible for the failure to cooperate.

5 Defective Performance, Assurances, Warranty, Manufacturer's Liability and Statute of Limitations

5.1 The CONTRACTOR undertakes to provide defect-free performance. The statutory provisions and, exclusively in favor of DIHSE, the following supplements and clarifications shall apply to our rights in the event of material defects and defects of title in the delivery or service (including incorrect and short delivery as well as improper assembly/installation or defective instructions) and in the event of other breaches of duty by the CONTRACTOR.

5.2 In particular, the CONTRACTOR is liable for ensuring that the delivered goods have the agreed quality upon transfer of risk to DIHSE. In any case, those product descriptions that are the subject of the respective Contract – in particular by designation or reference in DIHSE's order – or that were included in the Contract

in the same way as these GTCP shall be considered an agreement on the quality. It makes no difference whether the product description originates from DIHSE, the CONTRACTOR, or third-party manufacturers.

5.3 In the case of goods with digital elements or other digital content, the CONTRACTOR owes the provision and updating of the digital content in any case to the extent that this results from a quality agreement in accordance with paragraph 5.2 above or other product descriptions of the manufacturer or on its behalf, in particular on the Internet, in advertising or on the product label.

5.4 In addition, the CONTRACTOR is obliged to

- to use only the materials specified in the Contract or otherwise agreed and to observe the dimensions and quantities specified by DIHSE in accordance with the Contract. Deviations are only permitted with the prior written consent of DIHSE;
- ensure that the goods supplied by him comply with the Reach Regulation (EC No. 1907/2006) and that all components of the goods are properly registered in accordance with the Regulation;
- to supply the certificates, documents and other documents specified in the Contract which are required for the use of the delivery for the contractual purpose or whose necessity arises from the contractual purpose of the delivery;
- to ensure that the deliveries or services comply with the statutory provisions of the Federal Republic of Germany, in particular safety regulations, as well as other relevant accident prevention, environmental or occupational safety regulations and the recognized rules of technology;
- to ensure that the deliveries or services do not infringe any industrial property rights of third parties and are not encumbered with any other rights of third parties. In the event of culpability, the CONTRACTOR is obligated to indemnify DIHSE from third-party claims asserted against DIHSE for infringement of industrial property rights due to the CONTRACTOR's delivery or service. This obligation to indemnify shall extend in particular to all costs incurred by DIHSE for the necessary legal defense as well as compensation payments to be made by DIHSE. DIHSE is entitled to demand reasonable security from the CONTRACTOR in the event of claims by third parties up to the amount of the expected damages.

In the event of a culpable breach of the aforementioned obligations, DIHSE is also entitled to demand a contractual penalty from the CONTRACTOR in the amount of 5% of the net Contract amount. The contractual penalty shall be offset against any damages to be paid by the CONTRACTOR.

5.5 Subsequent performance shall also include the removal of the defective goods and reinstallation at DIHSE or one of its customers, provided that the goods were installed in another item in accordance with their intended purpose before the defect became apparent; our statutory claim for reimbursement of corresponding expenses (removal and installation costs) shall remain unaffected. The costs incurred by the CONTRACTOR for the purpose of inspection and subsequent performance (including any removal and installation costs) shall be borne by the CONTRACTOR even if it turns out that there was actually no defect. DIHSE's liability for damages in the event of an unjustified request to remedy defects shall remain unaffected; however, DIHSE shall only be liable in this respect if it recognized or was grossly negligent in not recognizing that there was no defect.

5.6 If the CONTRACTOR does not fulfill its obligation to provide subsequent performance – at DIHSE's discretion by eliminating the defect (rectification) or by delivering a defect-free item (replacement delivery) – within a reasonable period set by DIHSE, DIHSE can eliminate the defect itself and demand compensation from the CONTRACTOR for the necessary expenses or a corresponding advance payment. If the supplementary performance by the CONTRACTOR has failed or is unreasonable for DIHSE (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline needs to be set; DIHSE shall inform the CONTRACTOR of such circumstances immediately, if possible in advance.

5.7 DIHSE's claim for damages is not limited to the interest in performance. In particular, the obligation to pay damages also includes all costs, fees and expenses.

5.8 In the event of fault, the CONTRACTOR shall indemnify DIHSE against all third-party claims based on defective deliveries or services of the CONTRACTOR.

5.9 If the CONTRACTOR is responsible for product damage, it shall indemnify DIHSE against third-party claims to the extent that the cause lies within its sphere of control and organization and it is liable itself in relation to third parties. Within the scope of his indemnification obligation, the CONTRACTOR shall reimburse expenses pursuant to Sections 683, 670 BGB that arise from or in connection with a claim by third parties, including recall actions carried out by us. We shall inform the CONTRACTOR of the content and scope of recall measures - as far as possible and reasonable - and give it the opportunity to comment. Further legal claims remain unaffected.

5.10. The CONTRACTOR is obligated to take out and maintain appropriate business and product liability insurance for the scope of its activities for DIHSE. The insurance must be proven to DIHSE upon request – even after fulfillment of the contract. If such insurance has not been taken out, DIHSE is entitled to request the CONTRACTOR to take out and provide proof of such insurance, setting a deadline. If this is not done within the set deadline, DIHSE is entitled to withdraw from the Contract and to demand compensation instead of and/or in addition to the service. Notwithstanding this, DIHSE is entitled to demand a contractual penalty of 5% of the net Contract amount from the CONTRACTOR if the CONTRACTOR does not provide proof within a reasonable deadline set by DIHSE, unless the CONTRACTOR is not responsible for the failure to provide proof.

5.11. Warranty claims by DIHSE against the CONTRACTOR shall expire as follows:

- Warranty claims for material defects shall become time-barred three (3) years after complete performance, handover or acceptance at the place of performance. The 3-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for third-party claims for restitution in rem (Section 438 para. 1 no.1 BGB) shall remain unaffected; claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right against DIHSE – in particular in the absence of a limitation period.
- Warranty claims for material defects based on defects in buildings and items that have been used for a building in accordance with their usual purpose and have caused its defectiveness shall become statute-barred six (6) years after acceptance or handover, in deviation from Section 438 para. 1 no. 2 BGB.
- Any longer statutory limitation periods shall remain unaffected.

5.10. Upon receipt of DIHSE's written notification of defects to the CONTRACTOR, the limitation period for warranty claims shall be suspended. In the case of replacement delivery and rectification of defects, the warranty period for replaced and repaired parts shall begin anew, unless DIHSE had to assume, based on the CONTRACTOR's behavior, that the CONTRACTOR was not committed to the measure, but only undertook the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.

5.11. Insofar as the law provides for a later commencement of the limitation period, the law shall apply, in particular as far as claims for damages based on injury to life, limb, health or freedom are concerned.

6. Supplier Recourse

6.1 In addition to the claims for defects, DIHSE is entitled without restriction to the legally determined rights of recourse within a supply chain (Sections 478, 445a, 445b or Sections 445c, 327 para. 5, 327u BGB). In particular, DIHSE is entitled to demand exactly the type of supplementary performance (rectification or replacement delivery) that it owes its customer in the individual case. DIHSE's statutory right to choose remains unaffected.

6.2 Before DIHSE recognizes or fulfills a claim for defects asserted by a customer (including reimbursement of expenses pursuant to Sections 445a para. 1, 439 para. 2 and 3 BGB), DIHSE shall notify the CONTRACTOR and request a written statement, briefly explaining the facts of the case. If a substantiated statement is not

made within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by DIHSE shall be deemed owed to its customer. In this case, the CONTRACTOR shall be responsible for providing evidence to the contrary.

6.3 DIHSE's claims from supplier recourse shall also apply if the goods have been further processed before sale by DIHSE or one of its customers, e.g. by installation in another item.

7 Prices, Invoices, Payment, Offsetting, Retention

7.1 The price stated in the order is binding. All prices include statutory value added tax if this is not shown separately. Unless otherwise agreed in individual cases, the price shall include all services and ancillary services of the CONTRACTOR as well as all ancillary costs.

7.2 Invoices shall be issued stating the order number, item, date and quantity with unit and item price to the invoice address stated in the contract. They must comply with tax regulations, in particular VAT regulations. Invoices for partial deliveries must be identified as such. Invoices that deviate from sentence 1 or 2 shall lead to a right of retention on the part of DIHSE.

7.3 Payments by DIHSE shall be made 30 days after complete delivery or service provision by the CONTRACTOR or, if DIHSE only receives an invoice or equivalent payment schedule after receipt of the delivery or service from the CONTRACTOR, 30 days after receipt of this invoice or payment schedule by DIHSE. If the CONTRACTOR performs before the agreed time of performance, this shall not lead to premature maturity of his claim. In the absence of other agreements, partial invoices shall only be paid after complete fulfillment of the Contract. DIHSE is entitled to deduct a three percent discount from the CONTRACTOR's claim for payments within 21 days after complete fulfillment of the Contract and receipt of the invoice.

7.4 DIHSE does not owe any interest on maturity.

7.5 DIHSE is entitled to rights of set-off and retention as well as the defense of non-performance of the Contract to the extent permitted by law. In particular, DIHSE is entitled to withhold due payments as long as DIHSE is still entitled to claims from incomplete or defective services against the CONTRACTOR.

7.6 The CONTRACTOR shall only have a right of set-off or retention on the basis of legally established or undisputed counterclaims.

8. Further Processing, Retention of Title

8.1 Any processing, mixing, or combining (further processing) of provided items by the CONTRACTOR shall be performed for DIHSE. The same applies to further processing of the delivered goods by DIHSE, so that DIHSE is considered the manufacturer and acquires ownership of the product at the latest upon further processing in accordance with the statutory provisions.

8.2 The transfer of ownership of the goods to DIHSE is unconditional and without regard to the payment of the price. However, if DIHSE accepts an offer from the CONTRACTOR for transfer of ownership conditional on payment of the purchase price in individual cases, the CONTRACTOR's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. DIHSE remains authorized to resell the goods in the ordinary course of business, even before payment of the purchase price, with advance assignment of the resulting claim. This excludes all other forms of retention of title, in particular the extended retention of title, the forwarded retention of title and the retention of title extended to further processing.

9. Export Control Law

9.1 DIHSE is committed to strict compliance with international sanctions and export control regulations. These regulations include, but are not limited to, trade restrictions and financial sanctions adopted by the United Nations Security Council or enforced by regulations of the European Union, the United States of America (USA) or any other national or regional organization under whose jurisdiction DIHSE falls, including DIHSE's affiliated companies within the meaning of Sections 15 et seq. German Stock Corporation Act (AktG) and its employees, wherever these are located (hereinafter: export control regulations).

9.2 The CONTRACTOR shall also comply with the export control regulations and assures that the provision of the contractually owed service to DIHSE is carried out in compliance with the applicable export control law. In particular, the CONTRACTOR is obliged to refrain from doing business with persons, organizations or institutions that are on a sanctions list according to EC regulations or US export regulations, or that contradict the currently applicable legal provisions, business with embargoed countries that are prohibited, business for which the necessary approval has not been obtained, and business that could be carried out in connection with NBC weapons or military end-use.

9.3 Before providing the contractually owed service, the CONTRACTOR shall inform DIHSE about the correct export classification of the goods used for the provision of the service and shall provide DIHSE with all necessary information. Upon request, the CONTRACTOR shall provide DIHSE with appropriate support to ensure compliance with export control law. As part of this support, the CONTRACTOR must inform DIHSE whether the provision of a contractually owed service requires an export license in accordance with the applicable export control law and whether DIHSE must provide certain documents to obtain the export license.

9.4 For each performance of the contractually owed service for which an export license is required under export control law, the CONTRACTOR shall obtain a corresponding license for DIHSE free of charge and within the agreed performance period.

10. Licenses

If the CONTRACTOR provides paid research and development services for DIHSE in accordance with the contract, he shall transfer all rights to the results obtained thereby, including the rights to any inventions and copyrightable works, to DIHSE upon conclusion of the Contract, and undertakes to do everything possible to enable this transfer of rights. If a full transfer of rights is not possible, the CONTRACTOR shall grant DIHSE the exclusive, irrevocable, worldwide, transferable and sublicensable right to use and exploit these results for any purpose and possible uses in DIHSE's business area, valid for the entire term of protection.

11. Compliance

11.1 The CONTRACTOR must comply with the relevant regulations of labor law and occupational health and safety law and, in particular, observe any existing legal requirements for the provision of appropriate accommodation or for ensuring appropriate accommodation. DIHSE is entitled to inspect the CONTRACTOR's compliance with the aforementioned regulations itself or through third parties commissioned by it after prior notice.

11.2 The CONTRACTOR must ensure that the employees deployed by it or its subcontractors or personnel service providers for the execution of contracts with DIHSE receive the statutory minimum wage in accordance with the German Act on the Regulation of a General Minimum Wage (MiLoG) or at least the minimum hourly wage based on the legal ordinance issued in accordance with Section 3a German Temporary Employment Act (AÜG). If the services to be provided fall within the scope of the German Employee Dispatch Act (AEntG), the CONTRACTOR must also ensure that the regulations contained in

German legal or administrative provisions regarding the working conditions listed numerically in Section 2 para. 1 AEntG and the collective agreements to be applied in accordance with Section 3 AEntG, in particular the payment of the collectively agreed wage, are observed. It must also ensure that mandatory obligations to pay contributions to social security institutions, employers' liability insurance associations and other institutions such as the joint institutions of the parties to the collective agreement referred to in Section 8 AEntG are complied with.

11.3 When selecting subcontractors and personnel service providers, the CONTRACTOR shall check the fulfillment of the aforementioned conditions in accordance with the clauses and oblige them to comply with them in writing. In addition, the CONTRACTOR shall obtain written confirmation from them that they will demand compliance with the requirements by subcontractors or personnel service providers commissioned by them.

11.4 In the event that a claim is made against DIHSE by an employee of the CONTRACTOR or by an employee of a subcontractor used, regardless of grade, or by a personnel service provider, justifiably as a guarantor for payment of the statutory minimum wage or industry minimum wage, or by one of the institutions of the collective bargaining parties named in Section 8 AEntG for payment of contributions, the CONTRACTOR shall indemnify DIHSE against these claims.

11.5 Illegal employment of any kind is prohibited.

11.6 The CONTRACTOR undertakes to ensure that

- a Contract concluded with DIHSE and the business relationship entered into thereunder as well as the activities of the CONTRACTOR carried out in this context do not or will not violate any laws related to bribery and/or corruption, in particular the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and its implementing regulations, or lead DIHSE to violate such laws, and further that the CONTRACTOR will comply with the applicable laws and the provisions of this Contract at all times during the term of the Contract in connection with the provision of the services,
- neither the CONTRACTOR nor, with the CONTRACTOR's knowledge, any other person, including, without limitation, any employee or subcontractor of the CONTRACTOR, has offered or will offer, directly or indirectly, any monetary or in-kind contribution, loan, gift, donation or other benefit of value to any officer or employee of any governmental authority, governmental body, governmental agency, governmental enterprise, governmental international organization, political candidate, political party or official thereof or any person acting in an official capacity for any of the foregoing or any other person for the purpose of obtaining an unlawful advantage.

11.7 In addition, the CONTRACTOR shall be liable to DIHSE for any damage incurred by DIHSE as a result of culpable non-compliance with the obligations in accordance with the above paragraphs.

11.8 Without prejudice to other rights, DIHSE is entitled to terminate this Contract and all annexes as well as any other contractual relationships in whole or in part without prior notice if DIHSE becomes aware or suspects that the CONTRACTOR is in breach of the obligations incumbent upon it under this Section 11 and/or the information provided in the supplier questionnaire is incorrect.

12. Legal Requirements under the Supply Chain Due Diligence Act

12.1 DIHSE is obliged to comply with certain human rights and environmental due diligence obligations in its supply chains in order to avoid or minimize human rights or environmental risks or to end the violation of human rights or environmental obligations. The terms "human rights risk", "environmental risk" (together "Risks"), "breach of a human rights-related duty" and "breach of an environmental duty" have the meaning as defined in the German Supply Chain Due Diligence Act (the "Act"), as amended from time to time (the

current version of the Act can be downloaded at the following link: www.gesetze-im-internet.de/lksg/index.html).

12.2 The CONTRACTOR undertakes to comply with the human rights and environmental obligations described in the law and to take appropriate account of this expectation towards its own suppliers along its supply chain (the "**Expectations**"). In particular, the CONTRACTOR undertakes to avoid or minimize such Risks and to end violations of human rights and environmental obligations. In addition, the CONTRACTOR undertakes to instruct its officers and employees to comply with the Expectations and to provide training for its officers and employees regarding compliance with the Expectations. At the request of DIHSE, the CONTRACTOR shall participate in appropriate training organized by DIHSE.

12.3 DIHSE has the right, after prior written notice, to conduct audits to ensure compliance with the CONTRACTOR's obligations under this clause, either itself and/or through commissioned third parties. The CONTRACTOR shall provide DIHSE and/or the auditor with all data, documents and other information in written, verbal and/or electronic form that DIHSE and/or the auditor reasonably requests for the audit.

12.4 If DIHSE identifies a suspected violation of a human rights or environmental obligation by the CONTRACTOR or one of its contractors or suppliers at any level and DIHSE has evidence of this, the contractor is obliged to take and carry out appropriate corrective measures or to cause the relevant contractors or suppliers to take and carry out such measures as DIHSE reasonably requests in writing.

12.5 At DIHSE's request, the CONTRACTOR shall immediately (i) draw up a plan together with DIHSE to end the breach of a human rights or environmental obligation, including a concrete timetable for this plan, and (ii) implement the measures requested by the Client at its reasonable discretion to implement this remedial plan.

12.6 DIHSE has the right to terminate the Contract with immediate effect if (i) the CONTRACTOR fails to fulfill its obligations under this clause, (ii) the expectations are materially breached or (iii) the implementation of the remedial plan has not remedied the breach of a human rights or environmental obligation within a timetable set out in the remedial plan.

13 Confidentiality, Provisions and Assignment

13.1 The contractual relationship and all information disclosed by DIHSE to the CONTRACTOR in the course of its initiation and execution must be treated confidentially by the CONTRACTOR and may not be published or made accessible to third parties without the prior written consent of DIHSE. The CONTRACTOR undertakes to use this information only for the purposes of the contract. This shall not apply insofar as the Contract or the aforementioned information

- were already known to the CONTRACTOR or publicly known prior to the disclosure, or
- become publicly known after disclosure without breach of the Contract by the CONTRACTOR or
- the CONTRACTOR is legally or officially obliged to disclose the information to third parties.

13.2 DIHSE reserves ownership rights and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual delivery/service and returned to DIHSE upon request after completion of the Contract. The terms of the order and all information and documents provided for this purpose must be kept secret from third parties, even after termination of the contract. The confidentiality obligation shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known.

13.3 The above provision applies accordingly to substances and materials as well as to tools, templates, samples and other objects that DIHSE provides to the CONTRACTOR for production. Such items shall – as long as they are not processed – be stored separately at the CONTRACTOR's expense and insured to an appropriate extent against destruction and loss.

13.4 Without the prior written consent of DIHSE, the CONTRACTOR may not refer to the business relationship in advertising material, brochures, on its website, etc., and may not exhibit items manufactured for DIHSE. The CONTRACTOR shall inform any subcontractors it engages accordingly.

13.5 The CONTRACTOR is not entitled to assign its claim arising from the contractual relationship to third parties. This shall not apply insofar as monetary claims are concerned.

14 Confidentiality and Data Protection

14.1 Unless expressly agreed otherwise in writing, the information provided to DIHSE in connection with an order shall not be considered confidential, unless the confidentiality is obvious.

14.2 DIHSE points out that DIHSE stores data (including personal data) from the contractual relationship in accordance with the GDPR (Art. 6 para. 1b) for the purpose of data processing and reserves the right to transfer the data to third parties (e.g. insurance companies) if necessary for the fulfillment of the contract. Under no circumstances will DIHSE use, sell or otherwise transfer such data to third parties outside its own company. Furthermore, DIHSE draws attention to the following with regard to data protection:

Contact Details: The controller under data protection law is Dihse GmbH (see below for address and contact details). Our data protection officer can be contacted at the e-mail address n.reinl@fkc-gmbh.de.

Purpose of Processing and Legal Basis: The supply may contractually require the CONTRACTOR to provide DIHSE with personal data (hereinafter "**Data**"). DIHSE processes this Data for the purpose of concluding and fulfilling the Contract (including legal prosecution and debt collection) on the basis of the data protection provisions pursuant to Art. 6 para. 1 b) GDPR. DIHSE also processes the Data on the basis of the data protection provisions to protect our legitimate interests (in particular Art. 6 (1) f) GDPR). The legitimate interest lies – in accordance with the following provisions – in the avoidance of bad debt losses for third parties or us and in the transmission of company and product information to the CONTRACTOR.

Data Categories: DIHSE processes the following categories of Data: master data, communication data, contract and consumption data, receivables data, payment and default information where applicable.

Third-Party Recipients: Data may be transmitted to credit agencies – such as Bürgel or SCHUFA – in compliance with the relevant regulations, even before the Contract is concluded, to avoid bad debts with third parties or us, e.g. to determine the probability of a bad debt or to transmit undisputed or legally established claims of the supplier with which the CONTRACTOR is in default. The credit agencies also store the Data transmitted to them in order to be able to provide them to their affiliated contractual partners as part of the assessment of the risk of default. However, the Data is only provided in this way if the contractual partners affiliated with the credit agency can demonstrate a legitimate interest in the transmission of the Data. The credit agency may provide address Data for the purpose of debtor identification. The CONTRACTOR may receive information from the credit agency about Data stored about him. In the event of debt collection, Data may be transmitted to the following categories of recipients if this is necessary to collect the debt: assignees, credit agencies, debt collection companies, third-party debtors, residents' registration offices, courts, bailiffs, lawyers.

Company and Product Information: DIHSE uses Data on the basis of data protection regulations (in particular Art. 6 Para. 1 f) GDPR) in order to provide the CONTRACTOR with information about our company, our products and our other services by post or – in compliance with Section 7 Para. 3 German Act against unfair Competition (UWG) – by electronic means.

Data Retention Period: DIHSE deletes the Data immediately if DIHSE is obliged to do so, in particular if DIHSE no longer needs the Data for the purposes for which these were collected and there are no retention obligations to the contrary. Irrespective of this, a review is carried out every three years to determine whether the data can be deleted.

Rights of Objection: The CONTRACTOR may object to Data processing for the purpose stated under "Company and Product Information" at any time vis-à-vis DIHSE with effect for the future. Irrespective of this, the CONTRACTOR has a right of revocation pursuant to Art. 14 para. 2 c) in conjunction with Art. 21 GDPR against the processing pursuant to Art. 6 para. 1 f) GDPR. The objection can be addressed to DIHSE's data protection officer (see contact details above) or to DIHSE (see contact details at the end).

Other Rights of the Data Subject: The Data Subject has the following rights in accordance with the statutory provisions (in particular the GDPR): right of access, rectification, erasure, restriction of processing and data portability. In addition, the Data Subject can complain to the supervisory authority about the processing of data concerning them. The address of the supervisory authority responsible for DIHSE is Unabhängiges Landeszentrum für Datenschutz Schleswig-Holstein, Holstenstraße 98, 24103 Kiel, Tel. 0431/988-12 00, Fax 0431/988-12 23, E-Mail: mail@datenschutzzentrum.de, Homepage: www.datenschutzzentrum.de.

14.3 If DIHSE provides the CONTRACTOR with personal Data of its employees (hereinafter "**Personal Data**") in the course of the execution of the Contract or if the CONTRACTOR otherwise obtains knowledge of this Personal Data, the following provisions shall apply:

Purpose of Processing: Personal Data disclosed in the aforementioned manner and not processed on behalf of DIHSE may be processed by the CONTRACTOR exclusively for the execution of the Contract and may not – except where permitted by law – be processed in any other way, in particular disclosed to third parties and/or analyzed for its own purposes and/or used to create profiles.

Further Processing and Disclosure: The CONTRACTOR may further process the Personal Data, in particular disclose it to its group companies for the performance of the relevant Contract, insofar as this is permitted by law.

Handling Obligations: The CONTRACTOR shall ensure that the Personal Data is only made accessible to those employees of the CONTRACTOR who are deployed for the performance of the relevant Contract and only to the extent necessary for the performance of this Contract (need-to-know principle). The CONTRACTOR shall design its internal organization in such a way that it meets the requirements of the applicable data protection law, in particular by taking technical and organizational measures to adequately secure the Personal Data against misuse and loss. The CONTRACTOR shall not acquire any rights to the Personal Data and shall be obliged to rectify, erase and/or restrict the processing of the Personal Data at any time subject to the statutory requirements. Rights of retention in relation to Personal Data are excluded.

In addition to its legal obligations, the CONTRACTOR shall inform DIHSE immediately, at the latest within 24 hours, of a breach of the protection of Personal Data, in particular in the event of loss. Upon termination of the relevant Contract, the CONTRACTOR shall delete the Personal Data, including all copies made, in accordance with the legal requirements.

15. Place of Jurisdiction, Choice of Law, Severability Clause, Language

15.1 If the CONTRACTOR is a merchant within the meaning of the German Commercial Code, a legal entity under public law, or a special fund under public law, the exclusive – also international – place of jurisdiction for all disputes arising from or in connection with the Contract shall be the registered office of DIHSE. However, DIHSE is also entitled in all cases to file suit at the place of fulfillment of the delivery or service obligation or a prior individual agreement, or at the general place of jurisdiction of the CONTRACTOR. Overriding statutory provisions, in particular regarding exclusive jurisdiction, remain unaffected.

15.2 These GTCP and all legal relationships between DIHSE and the CONTRACTOR shall be governed exclusively by the law of the Federal Republic of Germany, excluding the provisions of international private law. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

15.3 Should individual provisions of the Contract or these GTCP or parts thereof be or become invalid, this shall not affect the validity of the remaining provisions or the contract.

15.4 In the event of any inconsistency between the English and German versions of these GTCP, the German version shall prevail.

Quickborn, January 2025

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