

GENERAL TERMS AND CONDITIONS OF PURCHASE

LÖWEN Gruppe

VERSION: 2021-07-13

TERMINOLOGY

The following definitions apply in addition to terminology defined elsewhere in these General Terms and Conditions of Purchase.

“**DDT**” describes the Terms of Delivery and the Document Terms (order confirmation, delivery note and invoice) for the Suppliers of LÖWEN ENTERTAINMENT GmbH, ADMIRAL ENTERTAINMENT GmbH, NOVO INTERACTIVE GmbH and NOVO Data Solutions GmbH & Co. KG (hereinafter referred to in each case as “**Company**”).

“**Work results**” are all works created by the activity of the contractor within the scope of this contract, in particular the contract software, documentation and all associated design materials.

“**Force majeure**” outlines circumstances beyond the sphere of influence of the parties such as natural disasters, fire, conflict, riot, terror, strikes and lock outs, or embargoes.

“**Supplier**” as defined in Section 1.1.2.

“**In written form**” also covers notifications by facsimile or e-mail and uploading on to an online portal or an IT solution, the use of which has been previously agreed by the parties (in writing).

“**Contract**” within the meaning of these General Terms and Conditions of Purchase describes in each case agreements arrived at between the respective Company and the Supplier based on these General Terms and Conditions of Purchase regarding the delivery of goods or services by the Supplier to the respective Company.

“**Confidential information**” is written, electronic or verbal information which (i) one party has disclosed to the other, (ii) is neither as a whole nor or in the precise arrangement and composition of its component parts generally known or publicly available, (iii) relates to the activities of a party or a third party, (iv) is subject to proportionate technical and organisational protective measures of the disclosing party and (iv) has either been designated as confidential or, due to the circumstances in which it was disclosed, should be treated as confidential in an appropriate manner. Confidential information of the respective Company includes in particular all information relating to the work results. Both parties acknowledge that the disclosing party remains the holder of all rights to confidential information.

1. CONTRACT CONCLUSION, PROOF OF ORIGIN, DECLARATION OBLIGATIONS

1.1. Scope of Application

1.1.1. These General Terms and Conditions of Purchase apply to each order by the respective Company and each delivery to the respective Company. The “Terms of Delivery and the Document Terms” also apply as amended. Conflicting or deviating terms and conditions of the Supplier shall not become part of the contract unless the respective Company has previously agreed to these in writing. The respective Company herewith expressly objects to the validity of delivery terms and other terms and conditions of business of its Suppliers. Acceptance of deliveries or services without objection is not deemed acceptance of third-party delivery terms.

1.1.2. These General Terms and Conditions of Purchase only apply to companies within the meaning of Section 14 (1) of the German Civil Code (BGB), i.e. with respect to legal entities under private and public law as well as to businesspersons and public law special

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funds (jointly referred to as “**Suppliers**”). These General Terms and Conditions of Purchase also apply to all future transactions with the respective Supplier in the case of an ongoing business relationship.

1.2. Contract conclusion

- 1.2.1. In the case of individual orders, orders from the respective Company must be confirmed in writing by the Supplier within a period of three (3) working days. The respective Company is otherwise no longer bound by its offer (see also Section 2 of the DDT).
- 1.2.2. In the case of a previously agreed call-off procedure, call-offs by the respective Company become binding if the Supplier does not object in writing within three (3) working days of receipt. In this case, the Supplier is only entitled to object if the call-off delivery quantity exceeds that of the forecast demand by more than 20 %, there is a case of force majeure or other reasons which, after weighing up the opposing interests of the parties, render adherence to the delivery obligation of the Supplier unreasonable. If the Supplier accepts the order of the respective Company with deviations, the Supplier must clearly refer to these deviations in a separate letter. A contract is only created if the respective Company agrees to these deviations in writing (cf. also Section 2 of the DDT).
- 1.2.3. Orders issued verbally or by telephone require subsequent written confirmation by the respective Company to be valid.

1.3. Remuneration only for contractual services. The Supplier has no entitlement to remuneration for visits between the parties which are not a component of the contractual services owed by the Supplier, or for the preparation of cost estimates, offers, projects and similar outcomes. Relevant visits or offers do not form the basis of any obligations for the respective Company.

1.4. Proofs of origin and declaration obligations

- 1.4.1. The Supplier shall state the non-preferential country of origin in commercial documents. The Supplier shall provide the respective Company with all the necessary information for the (preferential) proofs of origin requested by the respective Company and make them available to the respective Company duly signed and without delay. The delivery must fulfil the conditions on origin of the bilateral or multilateral most favoured nation agreements or the unilateral conditions on origin of the Generalised Scheme of Preferences (GPS) for beneficiary countries where deliveries are made under this trading scheme. The Supplier undertakes to compensate the respective Company for loss incurred as a result of the declared origin not being accepted by the competent authority.
- 1.4.2. Proofs of foreign and intra-Community deliveries for VAT purposes must be provided to the respective Company, duly signed, no later than ten (10) calendar days before the delivery date.
- 1.4.3. Upon acceptance of an order from the respective Company, the Supplier undertakes to facilitate the checking by the customs authority of proofs of origin and other Supplier declarations, and to both issue the necessary information for this as well as to supply any official confirmations (information sheets) and other documents to the extent necessary for the preparation of a complete and correct import customs declaration.

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1.4.4. The Supplier shall inform the respective Company without delay if a delivery is subject, in whole or in part, to export restrictions under German or any other law.

2. PRICES, SHIPPING, PACKAGING, SCOPE OF DELIVERY, EXCESS OR SHORT DELIVERY

- 2.1.** The agreed prices are fixed prices. If no prices are stated in the order, the current list prices of the Supplier shall apply in each case at the time of the order with the customary deductions. The agreed prices are net prices plus any statutory value added tax due. The agreement regarding the place of performance is unaffected by the type of price setting.
- 2.2.** Deliveries are DDP (Delivered Duty Paid; Incoterms® 2020), unless otherwise agreed. The Supplier bears all the costs and risks of deterioration and accidental loss associated with the transport of the goods to the destination specified by us and is required to clear the goods not just for export but also for import, to pay all duties both for the export as well as for the import and to manage all of the customs formalities. The Supplier must inform the respective Company of any required official permits and duties to report concerning the import and the use of the delivery items.
- 2.3.** The respective Company must be notified following export and without delay of each delivery which is CPT (Carriage Paid To; Incoterms® 2020) or CIP (Carriage Insurance Paid; Incoterms® 2020) by means of a dispatch note specifying in detail the type, quantity, and weight. The Supplier is obliged to select the cheapest shipping method, provided this is not contrary to the timeliness of the delivery.
- 2.4.** If goods are shipped FCA (Free Carrier; Incoterms® 2020) or EXW (EX Works; Incoterms® 2020), and are therefore shipped at our risk, then insurance is arranged by the respective Company.
- 2.5.** The order no. must be stated on dispatch notes, bills of lading, invoices and all correspondence with the respective Company. The Supplier is responsible for all consequences arising from non-compliance with this obligation. The respective Company is not obliged to process lorry loads before the arrival of the delivery documents. The delivery note must contain information listed in section 3) DELIVERY, 3.1) DELIVERY NOTE of the DDT.
- 2.6.** In the case of obligations to supply unascertained commercially available goods, the respective Company shall only accept short deliveries of up to 5% of the ordered quantity. In the case of specifically defined obligations, production resources, operating equipment and other non-interchangeable goods, short deliveries are not permitted. Unless special agreements are in place, excess deliveries must not exceed 2%.
- 2.7.** The goods to be delivered must be packaged by the Supplier or the Supplier must arrange for them to be packaged such that any impairment of their quality or contamination as a result of transport or storage is excluded. If packaging has not been included in the price, the packaging must only be charged at the cost price of the Supplier. Reusable packaging such as cases, containers, etc. shall be returned carriage free by the respective Company and must be credited at the full invoice value. Section 3.3 of the DDT applies.
- 2.8.** The delivery also includes all contractually agreed auxiliary and operating materials, as well as all documentation and drawings, quality certificates and test certificates, service manuals, replacement

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parts catalogues and other manuals. For technical equipment of all types, the scope of delivery also includes comprehensive system visualisations as well as usable assembly and operating instructions, machine manuals, and – for software products – complete system and user documentation, installation descriptions, interface descriptions, source code documentation and maintenance documentation. In the case of software developed exclusively for the respective Company, the delivery obligation is not met until the source code has been forwarded to us.

3. INVOICING AND PAYMENT

- 3.1.** Invoices must be issued separately for each order to the respective Company with all associated documents and data after the delivery and must contain all mandatory information legally required under German law and sent to the respective Company. The respective Company prefers the invoice to be sent electronically. Section 4 of the DDT applies. Invoices sent to the respective Company which do not comply with the requirements specified here, and in the DDT, shall not be deemed to have been received by the respective Company until the necessary correction has been completed in full. In the case of drop shipment deliveries, the Supplier shall send the respective Company a copy of the delivery note.
- 3.2.** Payments are made using payment methods chosen by the respective Company and after fourteen (14) calendar days with a 3% discount or after 30 calendar days net calculated from the invoice date. Services provided are paid net, subject to review and acceptance after 14 calendar days. Other terms of payment are agreed specifically in writing in the individual case.
- 3.3.** If certifications of material tests have been agreed, they form an integral part of the delivery and must be sent by the Supplier together with the delivery to the respective Company. However, they must be received by the respective Company no later than ten (10) calendar days after receipt of invoice. The payment period commences upon receipt of the agreed certification.
- 3.4.** In the case of incomplete delivery or delivery containing defects, the respective Company shall be entitled to withhold payment in part until performance has been duly effected, and without loss of discounts or similar payment benefits. If payments for deliveries containing defects have already been made, the respective Company is entitled to withhold other payments due up to the amount of the payments made.

4. DELIVERY DATES, DEFAULT IN DELIVERY, FORCE MAJEURE, EARLY DELIVERY, PARTIAL DELIVERY

- 4.1.** The delivery dates agreed are binding. The factor determining compliance with the delivery date or delivery period is receipt of goods with all associated documents and data at the location described in the order or the acceptance inspection, if this is agreed or provided for by law. Acceptance without reservation of a delayed delivery does not imply a waiver of damages claims.
- 4.2.** If the Supplier identifies that a delivery date cannot be met, the Supplier must inform the purchasing department of the respective Company immediately after becoming aware of this, stating the reasons and the likely duration of the delay. In the event of default, the statutory claims and rights to which the respective Company is entitled and the responsibility of the Supplier for compliance with the agreed delivery date remain unaffected by this. In the event of anticipated delays in deliveries, the Supplier

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undertakes to make every effort over and above its obligations and at its own expense to comply with the date and shall submit the measures taken to the respective Company as well as the schedule. All costs incurred by the respective Company as a result of failure to notify or delayed notification regarding delivery delays, as well as additional costs of express transportation or unscheduled deliveries shall be borne by the Supplier.

- 4.3.** In the event of default, the Supplier is obliged to disclose its sub-Suppliers to the respective Company. In the event of default, the Supplier shall grant the right to the respective Company to arrange necessary measures for prompt delivery directly with the sub-Suppliers and to implement these. The Supplier shall bear any costs arising as a result.
- 4.4.** If the delivery period has been described as “likely”, “approximate”, “conditional” or similar by the supplier in the offer, order confirmation or other documents relevant for the conclusion of the contract, and the respective Company has not objected to this, then a maximum of eight (8) calendar days is permitted between the date specified by the Supplier and the actual delivery, without the default in delivery occurring. A longer period requires the prior, express and separate written consent of the respective Company.
- 4.5.** In the event of an early delivery, the respective Company reserves the right to make return deliveries at the expense of the Supplier. If no return delivery is made in the case of an early delivery, then the goods are stored with us until the delivery date at the Suppliers risk and expense. In the case of an early delivery, the respective Company reserves the right not to make the payment until the agreed due date.
- 4.6.** The respective Company only accepts partial deliveries after express agreement. Partial deliveries must be labelled as such on the shipping documentation and invoices by the Supplier. The remaining residual quantity must also be listed in these documents. Even if the respective Company agrees to a partial delivery, the agreed dates for the overall delivery/overall service remain, which means that the delivery/service is not performed until complete performance of the contract.
- 4.7.** The Supplier is only able to claim failure to deliver necessary documents on the part of the respective Company if a written reminder was sent by the Supplier and the Supplier has not received the documents within an appropriate period.
- 4.8.** Force majeure releases the parties from their obligation to perform for the duration of the disruption and to the extent of its effect. The parties are obliged, within the bounds of what is reasonable, in each case to inform the other party without delay to the extent necessary regarding circumstances of force majeure and to adapt their contractual obligations to the changed conditions in good faith.

5. ORDER VOLUME, CHANGES TO DRAWINGS, LABELLING OF PRODUCTS

- 5.1.** If orders of the respective Company are based on drawings, technical delivery conditions; construction, material, test regulations; etc., (“**order documents**”), these are binding. If the Supplier has technical or other concerns regarding the nature of execution of the delivery requested by the respective Company, then the Supplier must communicate this in writing without delay. Deviations from the order documents as well as other changes to the delivery item with respect to the order documents on the

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basis of which the order was issued are only permissible if neither the quality of the delivery item nor the suitability for the purpose of use envisaged by the respective Company and to be inferred from the order documents, is impaired, and the respective Company has given its consent to corresponding deviations in writing.

- 5.2.** The respective Company is entitled to request changes to the delivery item even after conclusion of a contract, provided this is reasonable for the Supplier. In the case of such changes, the parties shall regulate the consequences by mutual agreement, in particular with respect to increases or reductions in costs and to delivery dates.
- 5.3.** The Supplier shall label the product delivered clearly and indestructibly so that they are permanently recognisable as products of the Supplier.

6. QUALITY ASSURANCE, GOODS INWARDS INSPECTION, PRODUCT LIABILITY INSURANCE

- 6.1.** The respective Company shall complete a goods inwards inspection (Section 377 of the German Commercial Code (HGB)) initially only in terms of the identity, volume and obvious externally recognisable transport damage and defects. The respective Company shall notify the Supplier of the aforementioned defects without undue delay in the normal course of business. Section 377 of the German Commercial Code is otherwise waived.
- 6.2.** Due to product or production processes, certain defects may only be determined during further processing at the respective Company or at customers of the respective Company. For such defects which cannot be determined upon delivery, the Supplier waives herewith the objection of delayed notification of defects. The defects referred to in this section 6.2 shall also be deemed to have been reported in good time if the respective Company reports them to the Supplier immediately upon becoming aware of them in the respective organisation after attributing the cause to the Supplier. This also applies if indications that the Supplier may be the cause only arise based on examinations and investigations. The individual contractual agreements apply in the case of software.
- 6.3.** Upon delivery by its sub-Suppliers, the Supplier is obliged to inspect the delivery condition of the products for the agreed quality and to document the inspection together with the inspection results.
- 6.4.** The Supplier shall implement effective quality assurance and for this purpose shall maintain a quality assurance system at least in accordance with ISO 9001 et seq. or of an equivalent standard, maintain this and upon request provide evidence of it to the respective Company.
- 6.5.** If the respective Company regards it as necessary, the Supplier shall conclude a quality assurance agreement with the respective Company.
- 6.6.** The Supplier shall insure itself against all risks arising from product liability, including the risk of recall, as well as against damages for which the Supplier and its vicarious agents and assistants are responsible within the scope of liability insurance policy at an appropriate level. The Supplier shall, on request, provide the respective Company with evidence of the amount of the sum insured for each damaging event.

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7. WARRANTY

- 7.1.** All deliveries/services shall be made to the respective Company free of material defects and defects of title. Unless otherwise agreed, they must reflect the latest state-of-the-art science and technology and meet the relevant statutory requirements and industry standards (jointly referred to as: “**regulations**”). They must also have been accepted or be ready for acceptance by the competent inspection authorities and be authorised and appropriate for use for the intended and agreed purpose. If deviations from the regulations are necessary in an individual case, the Supplier must obtain the written consent in advance from the respective Company for corresponding deviations. Liability for defects and the obligation to adhere to compulsory legal regulations is not limited by this consent.
- 7.2.** Upon request by the respective Company, the Supplier must, without delay, remedy defects in the delivery/service notified during the warranty period at its own expense and, at its discretion, by means of subsequent improvement or replacement of the defective parts or by means of new delivery/reproduction.
- 7.3.** If the Supplier fails to meet its obligation to subsequent performance in a timely manner, or if it is necessary for maintaining an uninterrupted production process and course of business at the respective Company or at the customer of the respective Company, or there is otherwise a risk of high levels of damages, then the respective Company can itself take the necessary measures at the expense and risk of the Supplier or have these taken by a third party. The same applies if particular circumstances exist which, after taking into account the interests of both parties, justify immediate subsequent improvement by the respective Company.
- 7.4.** The warranty period for material defects and defects of title is thirty-six (36) months, unless expressly agreed otherwise. It begins with the handover of the delivery item to the respective Company, or the third party named by the respective Company at the place of receipt or use stipulated by the respective Company. In the case of equipment, machines, systems and services, the warranty period begins on the acceptance date specified in the acceptance declarations of the respective Company. The warranty period for constructions and construction materials is determined by the statutory provisions, unless otherwise agreed.
- 7.5.** The Supplier also bears all expenses incurred in connection with identification of defects even where these are incurred at the respective Company, in particular sorting costs, costs of removal and reinstallation, working and auxiliary material costs and transport costs to places other than the original place of performance if the situs of the matter has changed. The costs of a voluntary recall caused or caused in part by the Supplier's product are to be borne by the Supplier.
- 7.6.** The assertion of statutory defect liability claims is neither limited nor excluded by the aforementioned regulations.

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8. DATA PRIVACY, CONFIDENTIALITY

8.1. Data Privacy

8.1.1. The Supplier shall structure its internal organisation in such a way that it meets the requirements of the applicable data privacy law and, in particular, shall take technical and organisational measures to provide adequate security of data, including personal data, against misuse and loss.

8.1.2. Insofar as the subject matter of this contract concerns the transmission of personal data between controllers, the parties agree the following:

- The parties shall process personal data, which they receive in each case from the other party in connection with their obligations arising from this contract, only insofar as this is reasonably necessary for fulfilling their obligations arising from this contract and to meet any statutory or official obligations for other appropriate internal business purposes (including quality control and administration).
- Each party is entitled to pass on personal data to third parties to the extent necessary for performance of the contract including to subcontractors, provided this occurs in accordance with the relevant data privacy laws for the respective party. If this involves a processor, an agreement in accordance with Article 28 GDPR must be concluded by the transmitting party.
- The parties reserve the right where necessary to enter into additional agreements under data protection law. This pertains in particular to the conclusion of process agreements within the meaning of Article 28 GDPR insofar as the Supplier processes personal data on behalf of the respective Company.

8.2. Confidentiality

8.2.1. The Supplier shall treat enquiries from the respective Company, offers resulting from this and the conclusion of contract as confidential and, in all publications, e.g., in advertising materials and reference lists, shall only refer to commercial links with the respective Company upon being granted written consent from the respective Company.

8.2.2. Documents of all kinds made available to the Supplier by the respective Company or which the Supplier prepares for the respective Company, such as examples, drawings, models, tools, regulations of a technical nature etc. are the property of the respective Company and must only be used for deliveries to the respective Company. They must be kept secret. Each culpable breach of this obligation is a separate breach of contract and is punished with a contractual penalty of €5,000.

8.2.3. The Supplier undertakes to treat all confidential information made known to it during order execution or as a result of the business relationship with the respective Company as a business secret and not to intentionally or negligently make this available to any third party. Sub-Suppliers must be obligated accordingly. Employees engaged by the Supplier in the execution of our order must be obligated by the Supplier to maintain the corresponding secrecy.

8.2.4. If the Supplier becomes aware that confidential information has become known to a third party or a physical data carrier is lost on which such information, which to be kept confidential, is stored, then the Supplier shall inform the respective Company regarding

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this without delay. A confidentiality obligation does not expire until and insofar as the production knowledge contained in the documents or the know-how contained is generally known.

8.2.5. The confidentiality obligation regulated in this section continues to apply for the duration of 3 years after the end of this contract.

9. INDUSTRIAL PROPERTY RIGHTS AND RIGHTS OF USE

- 9.1.** The Supplier is not entitled to use trade names, logos, trademarks or industrial property rights of the respective Company for their own benefit or for the benefit of a third party either individually or in combination with their own trade names, trademarks or logos, unless the relevant use is necessary for performance of the contract or the respective Company has previously granted their written consent. If the respective Company grants the relevant consent, the Supplier must adhere strictly to its requirements with respect to size, positioning and layout of the trade names, trademarks or logos. Each culpable breach of this obligation is punished with a contractual penalty of €25,000.
- 9.2.** The Supplier guarantees that all deliveries/services and the contractual use of the delivery items do not infringe patent rights, copyrights, licences, or other industrial property rights of third parties.
- 9.3.** In the event of a breach of obligations under this section 9, the Supplier shall indemnify the respective Company and customers of the respective Company in an appropriate amount and on production of the appropriate evidence from third party claims arising from any infringements of industrial property rights and from claims for damages as well as from the costs of legal defence. The respective Company shall only arrive at a settlement, including the cost of prosecution, legal fees and travel costs, regarding claims asserted by the third party with the prior written consent of the Supplier.
- 9.4.** The parties shall inform each other in writing without delay if third parties assert claims against them due to the infringement of industrial property rights concerning the contract between the parties.
- 9.5.** If the contractual use of the delivery item/ service is compromised by the industrial property rights of a third party, the Supplier is obliged at their own expense to obtain the right from the party entitled to use the industrial property right for the delivery item or service to be used by the respective Company without limitation and without additional costs for the respective Company in accordance with the contract. If, in addition, it is necessary to modify parts of the Supplier's delivery item/service which are relevant to industrial property rights such that they no longer fall within the scope of protection, nonetheless however comply with the existing contractual provisions between the parties, then the Supplier must check whether the change again initiates the initial sample inspection process. In the case of the latter, the Supplier shall carry out all conversions, changes and adaptations of documentation, training etc. which are necessary for this. If it is impossible for the Supplier to arrange for the necessary rights of use to be granted or to modify services covered by the contract accordingly, then the respective Company is entitled to terminate the contract immediately. The right of the respective Company to assert claims for compensation over and above this remains unaffected.
- 9.6.** If the efforts of the Supplier in accordance with section 9.4 and 9.5 are unsuccessful, the respective Company is entitled after consultation with the Supplier and for an interim period of a maximum of

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12 months, to obtain permission to use delivery items and services concerned from the authorised party at the Suppliers expense. If efforts as per sections 9.4 and 9.5 are ultimately to no avail, and if the respective Company is also unable to obtain the granting of rights from the authorised party in accordance with this section 9.6 or if twelve months have elapsed within the meaning of this section 9.6 the Supplier shall remove the delivery item at their expense and shall reimburse remuneration paid by the respective Company for the delivery item concerned in addition to normal bank interest charges. The respective Company reserves the right to assert further legal claims.

10. TERMINATION; WITHDRAWAL

10.1. The right of the respective Company to ordinary termination or to withdraw from the contract is determined by the statutory provisions, provided no regulation has been defined on an individual contract basis.

10.2. Where legal requirements are met, each party has the right to terminate for good cause. Good cause for termination by the respective Company also exists if:

- the Supplier commits a breach of duty in the case of a continuing obligation and does not provide redress within an appropriate period set by the respective Company and with the threat of termination, or if a warning has been issued without results.
- the relationship of trust has been significantly undermined due to circumstances occurring after conclusion of the contract, e.g., due to violation of criminal laws and the commitment of administrative offences by the Supplier or by persons within the area of responsibility of the Supplier entrusted with execution of the contract.
- the Suppliers financial situation has significantly deteriorated, and this endangers contractual performance.
- other circumstances exist making it unreasonable for the respective Company to continue the contract with the Supplier, e.g., if proceedings have been initiated over the assets of the Supplier.

10.3. In cases of termination for good cause under section 10.2, the contractual services already and verifiably performed by the Supplier at the time of termination shall be remunerated upon submission of the relevant receipts. Payments already made by the respective Company are credited against the remuneration or in the event of overpayments must be reimbursed by the Supplier. Further rights and claims of the respective Company provided for by law, in particular to damages, remain unaffected.

11. DISCONTINUATION OF PRODUCTS / SOFTWARE DEVELOPED FOR US / STANDARD SOFTWARE

11.1. If it is the intention of the Supplier to change or end production of a product which the respective Company has already purchased from the Supplier once in the last three (3) years or with respect to which the Supplier has undertaken to supply the respective Company on an ongoing basis, the Supplier shall inform the respective Company of this in writing without delay. The intended change or end of production is permitted unless otherwise agreed after expiry of a period of 24 months from receipt of notification of the change or end of production. In such a case, the Supplier must grant the respective Company the opportunity to place a final order before expiry of the 24 months.

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- 11.2.**Section 11.1 applies only to the respective Company, i.e. the Supplier is generally not prevented from modifying or discontinuing a product as result of this regulation.
- 11.3.**If the Supplier creates (individual) software to order for the respective Company, the Supplier grants the respective Company necessary rights of use in accordance with the purpose of the contract. In particular, the Supplier should transfer to the respective Company a transferable, and - in the case of software created to order exclusively for the respective Company - exclusive and sole right of use and exploitation of the software with no limitations in terms of time and place. The respective Company is entitled within the scope of this right of use in the case of software created exclusively to order for the respective Company, to edit, change and supplement the computer program, the program description and the accompanying materials; to copy them, to transfer them to other data carriers, to distribute them physically and non-physically in unchanged and changed form, including distribution via the internet, to publish them, to reproduce them in sound and vision, and to store or to otherwise change, use and exploit them. The right of use also includes future, new forms of use.
- 11.4.**The paid and free transfer of rights of use is included in the agreed remuneration and settled upon its payment.
- 11.5.**In the case of software created exclusively to order for the respective Company, the Supplier waives the right to indicate the name of the author within the software and in the accompanying documentation.
- 11.6.**In the case of software created exclusively to order for the respective Company, the delivery obligation of the Supplier is not met until the source code has also been transmitted to us.
- 11.7.**If the scope of delivery also includes standard software with the corresponding licence, then upon delivery the Supplier grants to the respective Company the right to the full use of this when using the delivery item. In particular, the respective Company is entitled to copy, revise and supplement this software for the named purpose.

12. ENVIRONMENTAL PROTECTION, SAFETY DATA SHEET, REACH REGULATION, SUBSTANCES DIRECTIVE 2011/65/EC, ELECTRICAL AND ELECTRONIC EQUIPMENT SUBSTANCES REGULATIONS

- 12.1.**In the performance of its contractual services, the Supplier must adhere strictly to the statutory and official regulations regarding environmental protection. The Supplier is responsible for the environmental sustainability of the products and packaging materials supplied and is liable for all consequential damages arising from the breach of the Suppliers' statutory disposal obligation. At the request of the respective Company, the Supplier shall issue a procurement certificate for the delivery items.
- 12.2.**When manufacturing goods and packaging to be delivered to the respective Company, no ozone-depleting substances such as HCFC/CFC, tetrachlorocarbon and trichloroethane may be used.

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12.3.For materials (substances, preparations) and items (e.g. goods, parts, technical equipment, uncleaned or contaminated items in storage) which, due to their nature, properties or condition may present a risk to the life and health of people and to the environment and property and which therefore on the basis of regulations must be received special treatment with regard to packaging, transport, storage, handling and waste disposal, the Supplier must hand over to the respective Company, together with the offer, a fully completed safety data sheet in accordance with Section 5 of the Ordinance on Hazardous Substances and an applicable accident leaflet (transport). In the event of changes to the materials or to the legal position, the Supplier shall forward updated data sheets and leaflets to the respective Company without delay.

12.4.The Supplier shall comply with the requirements of the REACH (Registration, Evaluation and Authorisation of Chemical Substances) regulation as well as the RoHS Directive 2011/65/EC and the Electrical and Electronic Substances Regulation (ElektroStoffV) as amended in order to ensure proper and consistent quality and safety of the delivery items and of their functionality.

13. EXCLUSION OF LIABILITY

13.1.The respective Company is liable only for the intentional or grossly negligent acts of our executive bodies, managerial employees and our vicarious agents. This does not apply to injuries to life, limb and health and to breach of essential contractual duties and warranties. Liability under the German Product Liability Act is not limited.

13.2.The Supplier is not entitled to transfer the order or significant parts of the order to third parties without the prior written consent of the respective Company. If this consent is granted, the Supplier remains liable to the respective Company as a joint and several debtor.

14. FINAL PROVISIONS

14.1.If individual parts of these General Terms and Conditions of Purchase are unenforceable, they are replaced by a valid provision which most closely approximates commercially to the original intentions expressed by the respective Company. The validity of the other provisions will not be affected by this.

14.2.Contract modifications, additions or ancillary verbal agreements require the written form to be valid. This also applies to the change to the written form clause itself.

14.3.The contractual language is German. If the contracting partners also use another language, the German text shall take precedence.

14.4.The place of jurisdiction is in principle Bingen am Rhein. The respective Company, however, reserves the right to assert its claims at any other permissible place of jurisdiction.

14.5.The law of the Federal Republic of Germany applies between the parties with the exception of standards relating to the conflict of law and with the exclusion of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980.