

General Terms and Conditions for the Purchase of (IT) Services and Software

Art. 1 General Provisions

(1) These General Terms and Conditions for the Purchase of (IT) Services and Software (hereinafter referred to as "**GTC-IT**") shall apply to all present and future business relationships between us and the supplier of (IT) services and software (hereinafter referred to as the "**Supplier**"). They shall not apply to natural persons who conclude legal transactions solely for a purpose that cannot be attributed to their commercial or independent professional activities.

(2) By accepting and executing an order and/or a purchase order, the Supplier accepts these GTC-IT in the version valid at the time of the order. Conflicting and/or deviating general terms and conditions of the Supplier shall not be accepted and shall not become part of the contract unless their validity is expressly agreed to by us in writing upon conclusion of the contract. The GTC-IT shall also apply if the contract is executed by the Supplier without reservation in the knowledge of conflicting or deviating terms and conditions of the Supplier. Acceptance of a delivery or service from the Supplier by us or payment by us without objection shall not constitute consent to the Supplier's general terms and conditions. Silence in response to an order confirmation from the Supplier with conflicting statements from the Supplier shall also not constitute such consent.

Art. 2 Supplier Code of Conduct

The basis for our own socially responsible behavior towards people, animals and the environment within the value chain is compliance with all applicable laws and regulations. Fulfilling the obligations of our Supplier Code of Conduct in all aspects of our business relationships is a matter of course for us. Our Supplier Code of Conduct can be accessed and downloaded on our homepage at <https://premiumfoodgroup.de/en/imprint/>. We expect our suppliers to implement the standards of our Supplier Code of Conduct as well. Consequently, the Supplier must ensure and be able to prove to us that they comply with the Supplier Code of Conduct and also demand comparable behavior from their own suppliers and sub-suppliers. We seek a co-operative approach with our business partners in order to address and improve the situation where necessary and possible. By accepting and executing an order and/or purchase order, the Supplier acknowledges the Supplier Code of Conduct in the version valid at the time of the order, which is thus an integral part of the contract in its currently valid form.

Art. 3 Orders and purchase orders

- (1) The Supplier shall be obliged to process the order as quickly as possible, quoting our order number.
- (2) If the Supplier prepares drafts, calculations, project models, cost estimates, etc., this shall be done free of charge for us, even if such services are usually provided for a fee.
- (3) The conclusion of the contract and all agreements made between us and the Supplier for the purpose of executing this contract must be made in writing or in text form. The Supplier must inform us immediately of any obvious errors and incompleteness in order to enable the correction of the purchase order and thus an effective conclusion of the contract.
- (4) The Supplier may only cite us as a reference with our written consent.

Art. 4 Scope of service

- (1) The scope of service is specified in the respective order. Documents, reports, ideas, drafts, models, samples, software, and hardware, and all other results arising from the provision of services are part of the order performance. Delivery in the agreed quality, quantity, and time frame must be guaranteed.
- (2) The Supplier shall be obliged to expressly indicate any deviations from our order in its order confirmation – highlighted in the text – in writing. If the deviations in the Supplier's respective order confirmation are significant, the conclusion of the contract requires the express written confirmation of our responsible purchasing department. The principles governing commercial letters of confirmation (*kaufmännisches Bestätigungsschreiben*) do not apply.
- (3) In the event of any uncertainty, the Supplier is obliged to obtain all necessary information before commencing work and to notify us immediately in writing of any concerns it may have regarding the manner in which we wish the service to be performed.
- (4) If access to our networks is necessary for the Supplier to perform the service, this is only permitted with our express written consent.

(5) Upon request, the Supplier shall provide information about the type of (IT) service and the nature of the software, insofar as this is necessary to comply with official requirements in Germany and abroad.

(6) Partial performance is not permitted unless expressly agreed in advance or otherwise commissioned. In such a case, we shall be entitled to cancel the remaining service.

(7) The performance of the ordered deliveries and services by third parties requires our prior written consent. Third parties also include all companies affiliated with the Supplier within the meaning of Sections 15 et seq. of the German Stock Corporation Act (*AktG*). If the Supplier uses third parties to perform its services, the Supplier must bind these third parties in the same way as the Supplier itself is bound by the order and these terms and conditions. The Supplier shall always conclude contracts with third parties in its own name and on its own account. The Supplier remains fully responsible for the provision of the delivery and service.

(8) As long as the Supplier has not yet fully fulfilled its obligations, we shall be entitled, within reasonable limits, to request changes to the order with regard to design, execution, quantity, and delivery time. The effects of such changes (e.g., additional or reduced costs, delivery dates, etc.) shall be settled by mutual agreement. We may also request changes to the delivery item after conclusion of the Contract, provided this is objectively reasonable for the Supplier. In the event of such a contract amendment, the effects on both parties, in particular with regard to additional or reduced costs and delivery dates, shall be settled by mutual agreement.

Art. 5 Provisions for the purchase of software

(1) Malicious software (malware); inspection obligations; information obligations

- a) The Supplier undertakes to check software and all data carriers used by the Supplier in the course of providing services or deliveries and services transmitted electronically (e.g., e-mail, data transfer) for malware (e.g., trojans, viruses, spyware, etc.) prior to delivery/provision/use, thereby ensuring that they are free of malware. In doing so, the Supplier shall use up-to-date testing and analysis procedures.
- b) If malware is detected, the data carrier may not be used.
- c) If the Supplier detects malware on our premises, it shall inform us immediately. The same obligations apply to any form of electronic communication, which shall be checked for malware in accordance with current standards. The Supplier

declares that the software has been checked and found to be free of viruses, Trojans, spyware, or similar.

- d) The Supplier is obliged to inform us immediately if the defined specifications or specified standards, the software tools used or their interaction with our existing IT landscape could result in risks or additional expenses for us, or if the Supplier becomes aware of such risks or additional expenses.
- e) The Supplier is obliged to inform us of any restrictions regarding the usability, modifiability, or redistribution of the delivered software that result from applicable third-party license terms. This applies in particular to software or software components that are subject to an open-source license or a comparable license model.

(2) Performance; fulfillment; transfer of risk

- a) The Supplier warrants that the delivered software complies with the recognized technical and quality standards at the time of conclusion of the Contract. The software must be provided in compliance with the principles of proper data processing (*Grundsätze für eine ordnungsgemäße Datenverarbeitung, GoDV*) and relevant quality standards. Deliveries must be comprehensively checked and tested before provision. In particular, the Supplier must ensure that the software meets the agreed requirements or, in the absence of an agreement, the standard market requirements for timing, ergonomics, fault tolerance, maintainability, and interoperability.
- b) The Supplier's performance of the contract shall only be deemed to have been fulfilled once functional tests carried out on the software after receipt at the place of performance have been successfully completed. We will carry out the functional tests within twenty (20) working days of receipt of the software.
- c) The Supplier's delivery obligation shall only be deemed fulfilled once complete and comprehensible (system and user) documentation in German or English has been provided to us. In the case of software produced specifically for us, the software must also be delivered in source format with the corresponding documentation.
- d) Upon successful completion of the functional tests, ownership and risk shall pass to us.
- e) Services provided by the Supplier in which it provides software (including firmware) or delivers software (including firmware) must not compromise the integrity, confidentiality, and availability of our ITC infrastructure or parts thereof, nor may they conflict with our confidentiality or security interests through unwanted deletion/diversion of data, unwanted modification/ manipulation of data or the process logic, or unwanted introduction of data or unwanted functional enhancements. A possible activity is considered unwanted if it is

neither required by us in our service description or within the scope of service provision, nor offered by us with a concrete description of the activity and its functionality, nor expressly authorized by us in individual cases. The Supplier shall ensure that the equipment provided complies with the IT technology interface standards communicated to it by us and shall endeavor to ensure that we communicate the necessary interface standards to it.

(3) Rights of use for standard software and custom software

- a) Upon conclusion of the Contract, the Supplier grants us the non-exclusive, transferable, spatially and temporally unlimited right to use the standard software, including its documentation, in any system environment or to have it used. This means, in particular, storing and loading it permanently or temporarily, display it, and run it. This also applies if reproductions are necessary for this purpose.
- b) If the software is software or software components created individually for us ("**Custom Software**"), the Supplier grants us exclusive rights of use that are unlimited in terms of time, location, and content. The Supplier shall provide us with documentation at any time without additional remuneration, in particular documents for the individual software, including relevant product literature, operating and user manuals, instructions, and other documents necessary for the use and operation of the software, in German or English, at our discretion. This information also includes all information about software interfaces that are necessary for us to implement the individual software. The Supplier shall hand over the technology to us with the delivery of the Custom Software in machine-readable form on standard data carriers. If the Supplier no longer requires individually created items of use (e.g. to fulfill warranty obligations), we may at any time demand that the Supplier surrender all originals and copies of the Custom Software (including the contractual documentation) and provide written assurance that this obligation has been fulfilled in full. If the copies are stored in digital form, deletion shall take the place of surrender.
- c) The above rights of use shall in any case also include the rights within the scope of the contractually agreed use as follows:
 - for rental within the PFG Group,
 - to make the software available within the PFG Group within the scope of application service providing (or comparable forms of use);
 - to provide a software distribution program for automating installation and uninstallation processes. In this case, a license key may be used for all installations, regardless of the respective user;
 - to grant earlier release versions of the software. This does not affect our right to make a copy of the software for backup purposes. Copies of the

standard software made for the purpose of proper data backup are part of the intended use.

- d) We acquire the same rights to changes and additions to the software created by the Supplier as we do to the software itself. The modifications and additions shall be created in such a way that they remain fully functional even if the software changes. If this is not possible, the Supplier shall carry out the necessary adjustments at its own expense.

(4) Open Source Software (OSS)

- a) If the Supplier uses so-called open source software (software that can be obtained regularly free of charge and with open source code; “OSS”) for the purpose of fulfilling the contract, it shall maintain a complete, up-to-date, and version-specific inventory list of all OSS components contained in the delivery items, including their respective licenses, configurations, and any modifications made (“SBOM” – Software Bill of Materials). Upon request, the Supplier shall provide us with an SBOM in machine-readable form and a compilation of all applicable license texts, copyright notices, disclaimers, and necessary usage and distribution notices.
- b) The use of OSS shall not trigger any obligations or restrictions that (a) require disclosure, copyleft rewriting or licensing of proprietary or confidential components or other non-OSS components of the delivery items, (b) prohibit the collection of license fees for proprietary components, or (c) impose further obligations that are incompatible with the contractual agreements. The use of so-called strong copyleft licenses (in particular licenses that require the disclosure of the entire work or substantial parts thereof in the event of distribution, network provision, or combination) requires our prior express written consent. Weak copyleft licenses may only be used if a clear technical and licensing separation is guaranteed and no further writing obligations extend to proprietary components.
- c) The Supplier warrants that (a) it is entitled to use the OSS in the agreed form and to integrate it into the delivery items, (b) our use within the scope provided for in the contract does not trigger any further OSS-related obligations beyond those disclosed in the SBOM and the corresponding copyright notices, and (c) the delivery items are free of obligations that enforce the disclosure or copyleft licensing of proprietary components. The Supplier shall indemnify us against all third-party claims, costs, and expenses resulting from a breach of the above obligations, an OSS license infringement, or OSS-related restrictions on use, and shall bear the necessary expenses for legal defense and prosecution.
- d) If the Supplier violates the above obligations or if a contractual service contains impermissible or undisclosed OSS, the service shall be deemed defective. The

Supplier shall, at its own expense and at our discretion, immediately remedy the defect, replace the affected components, obtain the necessary rights, or provide an equivalent, license-compliant, and functionally adequate alternative. Our further contractual and statutory rights remain unaffected.

(5) Changes to Custom Software

- a) If the subject matter of the contract between us and the Supplier is Custom Software, and unless otherwise agreed, the Supplier agrees to make changes/improvements to the software in accordance with our specifications for a period of five (5) years from delivery of the software in return for reasonable reimbursement of costs.
- b) If, in the course of implementing the software into our existing IT landscape, it becomes necessary to make changes to the services, these changes shall be made on the basis of written offers in amendment or supplementary agreements. The parties understand a change in services to mean either requirements outside the scope of the contractual services or changes to the agreed contractual services.
- c) We shall notify the Supplier of any requests for changes to the services in detail. The Supplier shall immediately review the change requests for feasibility and, within five (5) business days of receipt of the change notification at the latest, shall indicate in writing any effects of the change on the contractual services and submit a change agreement as an offer if the implementation of the changes results in relevant changes in terms of time or price.
- d) All documentation and records shall be provided by the Supplier upon completion of the change. The Supplier shall continue to perform the contractual services as planned during the implementation of the service change, unless we notify the Supplier in writing that the work is to be suspended or restricted until a final decision on the service change has been made.
- e) If services covered by the contract are to be provided or actions taken before the service change procedure has been completed which would no longer be usable for us after the service change procedure has been completed, the Supplier must notify us of this in writing without delay.

Art. 6 Provisions on the use of SaaS software

- (1) In the case of services owed in the form of software-as-a-service (“**SaaS**”), unless otherwise agreed in the order, the Supplier shall provide us with the agreed application/platform for use in a cloud infrastructure operated by the Supplier,

including the necessary accesses in the current version of the software, from the agreed provision date.

- (2) The Supplier shall ensure the availability, quality of performance, and security within its area of responsibility throughout the entire term of the service. In particular, the Supplier shall dimension the cloud infrastructure and the application or platform in such a way that it is available with a response and execution speed that is appropriate in view of the expected or agreed access, with sufficient storage space for the intended use, with the latest security patches available, and in accordance with the agreed requirements in all other respects. The cloud infrastructure and the application or platform must be dimensioned in such a way that it is available with a response and execution speed that is appropriate in view of the expected or agreed access, with current security patches that are sufficient for the intended use or with the agreed storage space available, and also in accordance with the agreed requirements.
- (3) The Supplier shall maintain the SaaS solution regularly and inform us in good time of any associated restrictions. Maintenance shall be carried out regularly outside our normal business hours, unless compelling reasons require maintenance to be carried out at another time.
- (4) The Supplier shall take measures to protect the data for the SaaS solution in accordance with the currently recognized state of the art.
- (5) We remain the owner of the data stored on the Supplier's servers and may request its return at any time.

Art. 7 Provisions for the performance of (IT) services

- (1) Performance of Services
 - a) The Supplier is obliged to provide services with due care and in accordance with the state of the art in the field of the order at the time of service provision, unless otherwise agreed.
 - b) The persons employed to perform the services must be qualified as agreed, but in any case, at least in accordance with the purpose of the Contract and the task at hand. Irrespective of this, the Supplier shall ensure that the employees assigned to perform the services have qualifications that at least meet our specifications and requirements.
 - c) The Supplier shall generally determine the place and time of performance itself. However, time, space, and technical requirements must be observed insofar as

they result from the service description or are included in schedules or service plans agreed with us or are necessary to achieve the purpose of the order. The Supplier is responsible for the work equipment necessary to perform the services, unless otherwise agreed.

(2) Service and response times

- a) If no service times have been agreed, the periods from Monday to Friday from 8:00 a.m. to 5:00 p.m. (with the exception of public holidays at the agreed location or, if no location has been agreed, the location of the PFG Group) shall be deemed to be service times.
- b) If no response times have been agreed, the service shall commence immediately after receipt of the relevant notification or occurrence of the agreed event within the agreed service times.
- c) If the Supplier fails to comply with the agreed response times, it shall be in default after exceeding them even without a reminder, unless it is not responsible for exceeding the deadline.

(3) Rights to other work results

- a) The Supplier grants us the exclusive, unrestricted, transferable, permanent, irrevocable, non-terminable, and sublicensable right to use and distribute the other work results in any environment (including system environments). Other work results are all results, documents, data, and materials arising in connection with the provision of the services that do not constitute software in the executable sense or that are not otherwise regulated independently in this contract. These include, in particular, concepts, specifications, requirements, process descriptions, test plans, test cases, test data, test reports, etc. In particular, we are entitled without restriction to reproduce, edit, transfer to other forms of presentation, and otherwise modify, continue, and supplement the other work results, to distribute them in unmodified and modified form, and to reproduce them publicly by wire and wireless means.
- b) The right of use refers to the performance results in all development, intermediate, and final stages, as well as to other materials necessary for the exercise of the rights of use.
- c) If other work results arise that can be protected by industrial property rights, the Supplier is obliged to notify us immediately in writing. We are free to register these property rights in our name. The Supplier shall provide us with comprehensive support in this regard, in particular by immediately providing us with the information required for this purpose and by making all necessary declarations and taking all necessary measures. The Supplier is prohibited from

making a corresponding registration in its name or in the name of a third party or from directly or indirectly supporting third parties in doing so. In the case of inventions and technical improvements, the provisions of the German Employee Inventions Act shall apply.

(4) Documentation and reporting obligations

- a) The Supplier shall document the services performed in a timely and appropriate manner, unless otherwise agreed. The documentation must be in German and in a standard electronic format. The Supplier is obliged to make it available to us upon completion of the service and to allow us to inspect the current status of the documentation at any time.
- b) Upon request, the Supplier shall report to us on the status of the services during the term of the contract.

(5) Supplier's notification obligations

- a) The Supplier shall notify us immediately if a specification or requirement on our part or an action resulting from the Supplier's contractual obligations is significantly incorrect, incomplete, contradictory, or cannot be carried out as agreed, or if there is a more economical solution for the Supplier. If reasonably possible, the Supplier shall also inform us of the consequences that are apparent to the Supplier. However, the Supplier shall not be liable for non-fulfillment of these obligations if the Supplier could not have been expected to recognize these circumstances when performing its services.
- b) As soon as the Supplier realizes that it cannot meet the agreed dates or execution deadlines, it shall notify us immediately.

(6) Defective performance

- a) If a service is not performed in accordance with the contract, we shall be entitled to demand that the Supplier perform the service in accordance with the contract within a reasonable period of time at no additional cost to us. This shall not apply if the Supplier is not responsible for the breach of duty.
- b) Other claims, in particular for damages or reimbursement of expenses, and the right to terminate the contract for good cause shall remain unaffected.

(7) Changes to the service after conclusion of the contract

We may also request changes to the scope of services at any time after conclusion of the contract, unless this is unreasonable for the Supplier.

Art. 8 Use of artificial intelligence (AI)

- (1) Prior to conclusion of the contract and during the provision of services, the Supplier shall immediately indicate in writing whether and to what extent AI functionalities are used, including:
 - a) Classification according to the EU legal framework (in particular the EU AI Act), specifying whether it is a high-risk AI system and on what basis;
 - b) the type and purpose of the AI functionalities, including any generative components;
 - c) significant model and data dependencies (e.g., base models, third-party providers, open-source components) and the location of service/data processing.
- (2) Without the express, separate, and written consent of the client, the contractor is prohibited from using the client's data (including personal data, confidential information, and metadata on usage) for training, fine-tuning, prompt or model optimization, benchmarking, or product improvement. Permissible data processing shall be carried out exclusively for the purpose of fulfilling the contract, in compliance with data protection law and confidentiality provisions.

Art. 9 Prices, invoice details, terms of payment

- (1) The prices stated in the order are binding.
- (2) A delivery note must be issued to us for each delivery or service provided. The delivery note must contain the following information: Supplier number, order date and order number, material number of the purchaser, quantity, additional data, export control classification numbers, number/reference regarding export licenses, any distribution restrictions, customs tariff.
- (3) Invoices should be sent electronically to the email address of the relevant Premium Food Group company. The currently valid overview of the email addresses of the individual companies in the group is available as a document entitled "Premium Food Group guidelines for electronic invoicing" at www.premiumfoodgroup.de/impressum. Only in individual cases where the specific email addresses are not available based on the "Premium Food Group Guidelines for Electronic Invoice Delivery" should invoices be sent electronically to rechnungseingang@premiumfoodgroup.de as an alternative. Due invoices can

only be processed if they comply with the legal requirements, in particular the German Value Added Tax Act (*Umsatzsteuergesetz, UStG*), and contain the order number stated in the order, the place of delivery or the place of performance, and the information and/or documents agreed upon in the order; a copy of the delivery note or our signed proof of performance must also be enclosed.

- (4) The Supplier is responsible for all consequences arising from non-compliance with this obligation. Incomplete or incorrect invoices will be returned to the Supplier. Incomplete or incorrect invoices for which the Supplier is responsible entitle us to charge an administrative fee of EUR 50.00 (fifty). The assertion of this claim does not constitute a waiver of any further claims for damages.
- (5) We are entitled to set-off and retention rights to the extent permitted by law. The Supplier's rights of set-off shall only apply if they are undisputed or have been legally established; the Supplier may only assert a right of retention if it is based on claims arising from the same contractual relationship. We are entitled to offset claims within the Premium Food Group.
- (6) Price adjustments shall only be effective with our prior written consent.
- (7) The Supplier is only entitled to assign claims with our written consent.

Art. 10 Delay in performance

- (1) If the date on which the delivery or service is to be performed at the latest can be determined precisely, the Supplier shall be in default at the end of this day without the need for a further deadline to be set. The same applies if delivery dates are contractually agreed.
- (2) In the event of a delay in delivery or performance attributable to the Supplier, we shall be entitled, after prior written warning to the Supplier, to demand a contractual penalty of 0.5% of the net value of the part of the delivery or service in default for each day of delay or part thereof, but not more than 5% of the net value of the part of the delivery or service that is in default. The contractual penalty shall be offset against the damage caused by the delay to be compensated by the Supplier. We reserve the right to assert further legal claims. Acceptance of a delayed delivery or service does not constitute a waiver of claims for compensation.

Art. 11 Exemption from the obligation to perform; force majeure

- (1) Events of force majeure, such as labor disputes at the Supplier's premises, operational disruptions through no fault of our own, unrest, official measures, pandemics and epidemics, and other unavoidable events entitle us, without prejudice to our other rights, to withdraw from the contract in whole or in part, insofar as these circumstances result in a reduction in demand and are of considerable duration.
- (2) We shall be entitled to withdraw from the contract if the Supplier applies for the opening of insolvency proceedings, if insolvency proceedings are opened or if the opening of proceedings is rejected due to lack of assets.
- (3) The statutory withdrawal provisions shall remain unaffected.

Art. 12 Material defects and defects of title

- (1) The Supplier undertakes to deliver or perform the contractual service free of material defects and defects of title.
- (2) The Supplier guarantees that the (IT) services and software comply with the applicable legal regulations.
- (3) If software maintenance services have been agreed, the Supplier shall maintain the software at the currently recognized state of the art and free of malfunctions, and shall remedy any defects that occur.
- (4) The Supplier shall document its own procurement processes with the utmost accuracy, ensure a secure transfer of rights to the Supplier by having imposed contractual obligations on its employees, select sub-suppliers with the greatest possible care, immediately and thoroughly investigate any suspicion of a legal defect, and, upon notification that its rights of use are being challenged by a third party, make this information and its expertise available to us without restriction for the purpose of clarifying the facts and defending against the alleged claims.
- (5) The Supplier undertakes to enter into agreements with its upstream Suppliers that enable and ensure comprehensive fulfillment of these obligations.

Art. 13 Warranty claims

- (1) In the event of defects, we are entitled to the full statutory claims. If the contractual performance provided by the Supplier - including purchased items, work performance (in particular software, including configuration, adaptation, and implementation), services, and software-as-a-service/cloud services - does not

meet the contractual and legal requirements, we shall be entitled, at our discretion, to demand subsequent performance by rectifying the defect. Depending on the type of contract applicable to the defective performance, subsequent performance shall be as follows:

Purchase Contract: Repair or replacement of a defect-free item; in addition, withdrawal, reduction, compensation for damages, and reimbursement of expenses remain unaffected.

Contract for Work: Rectification of defects or new production of the work; in addition, withdrawal, reduction, compensation for damages, and reimbursement of expenses remain unaffected.

Service Contract: Renewed, defect-free provision of the service and rectification of identified performance disruptions; in addition, rights of termination, compensation for damages, and reimbursement of expenses remain unaffected.

SaaS/Cloud: Immediate rectification of defects, restoration of contractual functionality, availability, and data usability; in addition, rights to reduction, compensation, reimbursement of expenses, and termination for default in the event of significant defects remain unaffected.

- (2) The Supplier shall bear all expenses necessary for the purpose of subsequent performance, in particular transport, travel, labor, and material costs, as well as—if applicable—installation, removal, uninstallation, and re-installation costs, including any additional expenses incurred as a result of the defective service or item being transported, installed, or put into operation at a location other than the place of performance. Costs and damages incurred by us due to defective or delayed delivery or performance shall be borne by the Supplier.
- (3) Insofar as we are subject to statutory obligations to give notice of defects, the notice of defect must in any case be received by the Supplier in good time, i.e. within a period of 10 working days (Monday–Friday) for domestic procurement transactions and within a period of 28 working days for foreign procurement transactions, in each case calculated from the date of performance or, in the case of hidden defects, from the date of discovery by us. The foregoing shall apply notwithstanding any deviating provisions in a quality assurance agreement.
- (4) Notwithstanding the statutory provision, the warranty period for defects shall be 30 months.
- (5) Other claims, in particular claims for damages due to delay as a result of the rectification of defects, shall remain unaffected.

(6) Upon receipt of our written notification of defects by the Supplier, the statute of limitations for claims for liability for defects with regard to the defects covered by the notification of defects shall be suspended. In the event of replacement delivery and rectification of defects, the warranty period for replaced and repaired parts shall recommence, unless we had to assume, based on the Supplier's conduct, that the Supplier did not consider itself obliged to take such action.

Art. 14 Liability, product liability

(1) The Supplier shall be liable within the scope of the statutory provisions.

(2) If the Supplier is responsible for product damage, they shall be obliged to indemnify us on first demand against claims for damages by third parties insofar as the cause lies within their sphere of control and organization and they are liable vis-à-vis third parties. The obligation to indemnify shall also extend to all expenses necessarily incurred by us as a result of or in connection with the claim by a third party, including the costs of legal representation. The Supplier shall also be obliged to reimburse us for any expenses arising as a result of or in connection with a recall campaign carried out by us. As far as possible and reasonable, we shall consult with the Supplier regarding the content and scope of the recall campaign to be carried out, inform the Supplier and give them the opportunity to submit their comments. Other statutory claims shall remain unaffected.

(3) Paragraph 2 above shall apply *mutatis mutandis* to the extent that we are entitled to claims against the Supplier pursuant to Section 478 and 479 German Civil Code (BGB). In this context, the Supplier hereby assigns to us in advance any rights of recourse to which it is entitled against their sub-suppliers pursuant to Sections 478, 479 BGB, in order to secure the rights of recourse to which we are entitled. We shall accept the assignment.

(4) We shall be liable for damages resulting from injury to life, limb, or health, in cases of intent or gross negligence on our part, on the part of a legal representative or vicarious agent, as well as for damages covered by a warranty granted by us or in accordance with the General Data Protection Regulation (GDPR) and the statutory provisions. In cases of slight negligence, we shall only be liable for compensation for foreseeable damages typical for this type of contract and only insofar as an obligation whose proper fulfillment is essential for the execution of this contract and on whose compliance the contractual partner could rely (cardinal obligation) has been violated by us, a legal representative or vicarious agent. Otherwise, liability is excluded.

(5) The Supplier undertakes to take out public liability insurance and extended product liability insurance at their own expense to cover third-party claims for damages (including property damage, personal injury and financial loss) arising from defective performance. These insurances must be maintained for the entire duration of the contractual relationship. The Supplier's insurance cover must fulfil the following requirements and be evidenced by a current insurance confirmation from the insurer:

- a) Business liability insurance (*Betriebshaftpflichtversicherung, BHV*) with protection against personal injury, property damage, and financial loss with a minimum coverage of EUR 10 million.
- b) Extended product liability insurance (*Erweiterte Produkthaftpflichtversicherung, Erw. Produkt-HV*) with a minimum coverage amount of EUR 5 million.
- c) Product recall cost insurance (*Produkt-Rückrufkostenversicherung – RRV*) with a minimum coverage amount of EUR 5 million). The same requirements also apply to the Supplier when subcontractors are commissioned with our consent.

Art. 15 Audits

- (1) The Supplier shall, at reasonable intervals, enable us to verify that appropriate quality assurance measures are being implemented at its premises, in particular by allowing us to inspect all relevant documents. For this purpose, the Supplier shall grant us and/or the competent authorities access to its premises after prior appointment and shall provide a professionally qualified employee free of charge to assist during such access. The documents submitted must be explained. Samples of the materials used must be provided to us. The inspectors are obliged to maintain confidentiality towards third parties.
- (2) If two consecutive deliveries from the Supplier do not meet the required product quality standards, the inspectors may carry out control measures during normal business hours without prior notice.
- (3) The Supplier may refuse to provide insight into confidential manufacturing processes and other trade secrets if the relevant confidentiality cannot be guaranteed.
- (4) The inspectors are also entitled to the aforementioned rights vis-à-vis the Supplier's subcontractors. The Supplier is obliged to provide for the aforementioned rights in its contracts with its subcontractors.

Art. 16 Ownership of order materials

(1) We reserve the ownership or copyright of orders and contracts placed by us, as well as drawings, illustrations, calculations, descriptions, and other documents made available to the Supplier. The Supplier may not make them accessible to third parties or use or reproduce them itself or through third parties without our express consent. Upon our request, the Supplier must return these documents to us in full if they are no longer required by the Supplier in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. In this case, any copies made by the Supplier must be destroyed; the only exceptions to this are storage within the scope of statutory retention obligations and the storage of data for backup purposes within the scope of normal data backup.

(2) The Supplier's retention of title shall only apply insofar as it relates to our payment obligation for the respective products to which the Supplier retains title. In particular, extended or prolonged retention of title by the Supplier is not permitted.

Art. 17 Special rights of withdrawal and termination

(1) In addition to the statutory rights of withdrawal, we are entitled to withdraw from or terminate the contract in whole or in part if:

- the Supplier is in default with a delivery or service and this continues for more than two weeks after receipt of our reminder despite our reminder, or if
- we can no longer be expected to adhere to the contract for any other reason relating to the Supplier, taking into account the circumstances of the individual case and the interests of both parties, in particular if there is a significant deterioration in the Supplier's financial circumstances or if such a deterioration is imminent and this jeopardizes the fulfillment of a delivery and service obligation towards us, or if
- the Supplier culpably fails to comply with the obligation to implement an IT security concept within a reasonable period of time or violates this obligation intentionally or through gross negligence.

(2) In the event of termination by us, we may make use of the Supplier's existing facilities or deliveries and services already provided for the continuation of the services in return for reasonable compensation.

Art. 18 Data protection, confidentiality, third-party property rights, indemnification

- (1) The parties shall comply with the applicable data protection regulations applicable to them.
- (2) If and to the extent that the Supplier has access to our personal data in the course of providing services, the parties shall conclude a corresponding data processing agreement before processing begins. In this case, the Supplier shall process the relevant personal data solely in accordance with the provisions set out therein and in accordance with our instructions.
- (3) The Supplier undertakes to maintain confidentiality regarding all confidential information (including trade secrets) that it learns in connection with the award of the contract and the performance of the service and not to disclose, pass on or use this information in any other way to third parties. Confidential information is all information, regardless of its form or medium (in particular written, electronic, embodied, or verbal), which is disclosed to the Supplier by us or on our behalf and which is either marked as confidential or secret or whose confidentiality results from its nature or the circumstances of its disclosure. This includes, in particular, business and trade secrets within the meaning of applicable law, technical data, drawings, specifications, plans, prototypes, models, samples, calculations, formulas, processes, manufacturing and design instructions, source and object codes, interface descriptions, APIs, product and development roadmaps, algorithms, methods, test reports, test data, quality documents, prices, cost, quotation, and calculation data, contract contents, market, customer, and Supplier data, personal data, know-how, and all analyses, summaries, notes, or reproductions derived therefrom. The information may only be disclosed to third parties with our express written consent. The confidentiality obligation shall remain in force even after the execution or failure of this contract; it shall expire if and to the extent that the information contained in the documents provided or communicated verbally has become generally known. Third parties used by the Supplier to fulfill the obligations arising from this contract shall be bound by a corresponding obligation. The confidentiality obligation shall not apply if the Supplier is obliged to disclose the confidential information by law or on the basis of an existing or legally binding decision by an authority or court. Third parties used by the Supplier to fulfill the obligations arising from this contract shall be bound by the same obligation. In the event of a breach of these obligations, we may demand the immediate return of any documents provided and claim damages.
- (4) The Supplier guarantees that no copyrights or other property rights of third parties are infringed in connection with its delivery or the performance of its services. If a third party asserts claims against us in this regard, the Supplier is obliged to

indemnify us against all resulting claims upon first request and to defend us against them. The indemnification obligation also applies to all expenses that we necessarily incur as a result of or in connection with the claim by a third party. This also includes the costs of legal representation. The Supplier must take out adequate insurance against these risks in accordance with standard practice. Our further legal claims due to legal defects in the products delivered to us remain unaffected.

Art. 19 IT Security

- (1) The Supplier shall have an appropriate, documented, and implemented security concept and an information security management system (“**ISMS**”) in accordance with ISO 27001, including emergency management, for the provision of IT services (including the necessary infrastructural, organizational, personnel, and technical components). The security concept must be based on ISO 27017. If personal data is processed, it must also be based on ISO 27018.
- (2) Upon our request, the Supplier must provide valid certificates or equivalent evidence to prove this. The security concept, ISMS, and certificates must, insofar as they are applicable to the service to be provided, cover it in full and must be renewed in accordance with the specified audit cycle in the relevant standard.
- (3) The Supplier shall have an IT security officer with the necessary expertise and shall provide us with their contact details upon request.
- (4) The Supplier shall inform us promptly and in an appropriate manner of any security incidents affecting them. If we have appointed an IT security officer or another person to receive such information, the information shall be forwarded directly to them.

Art. 20 Final provisions

- (1) The law of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods and legal norms that refer to another legal system shall not apply. If copies of these GTC-IT have been made in languages other than German, only the German version shall be binding in the relationship between us and the Supplier.
- (2) Subsidiary agreements, amendments, or supplements must be made in writing to be valid, as must any waiver of the written form requirement. The written form

requirement within the meaning of these GTC-IT shall also be satisfied by e-mail and fax.

- (3) The place of performance is the registered office of the purchasing company. However, we shall also be entitled to sue the Supplier at the court having jurisdiction over their registered office or the registered office of one of their branches, unless otherwise agreed. The place of jurisdiction for disputes arising as a result of or in connection with the existing contractual relationship shall be Rheda-Wiedenbrück, Germany, provided that the contractual partner is a merchant, a legal entity under public law or a special fund under public law.
- (4) Should any provision of these GTC-IT be or become invalid, the validity of the remaining provisions shall remain unaffected.