

## General Terms and Conditions of Purchase for Machinery, Plants, Moulds and/or Tools of Greiner Bio-One GmbH / Germany

Valid with effect from April 15 2022

### 1. General

- 1.1 These General Terms and Conditions of Purchase ("GTC") shall apply exclusively to business relationships between the Contractor and Greiner Bio-One GmbH ("GBO") for the purchase of machinery, plants, moulds and/or tools (hereinafter referred to individually or collectively as the "Deliverable") by GBO, regardless of whether the Contractor performs the service itself or purchases it from sub-suppliers. The terms and conditions of sale of the Contractor and/or agreements deviating from the order shall only be valid if and to the extent that GBO acknowledges them in writing. The written form required by these GTC shall also be met if an e-mail or fax are sent.
- 1.2 These GTC shall also apply to future legal transactions concluded between the Contractor and GBO, even if no separate reference is made to these conditions in the individual case. Agreements deviating from these GTC (amendments, supplements) shall only apply to the relevant legal transaction for which they are confirmed in writing by GBO.
- 1.3 These GTC shall also apply if the Contractor installs, assembles, maintains, converts and/or repairs machines/tools/systems on behalf of GBO.
- 1.4 The Contractor acknowledges that the data contained in an order is processed by GBO in an automated manner for accounting and supplier evidence purposes. Processing of the data, in particular transfer to third parties, is permitted in the context of contractual performance, in the case of legal obligations, as well as for monetary and payment transactions.
- 1.5 The Contractor irrevocably agrees to the future unilateral amendment of these GTC.

### 2. Offer and placing of orders

- 2.1 Offers issued by the Contractor must be complete and conclusive and must include the Deliverable and the price. Offers, cost estimates, plans, test certificates for technical devices and all other documents of the Contractor are also binding and shall not be remunerated, unless expressly agreed otherwise in writing.
- 2.2 If the Contractor's order confirmation deviates from the content of the order, this must be explicitly pointed out and the written consent of GBO must be obtained; otherwise, no contract shall be concluded.
- 2.3 On all documents addressed to GBO, in particular order confirmations, dispatch notices, delivery notes and invoices, the Contractor shall state the order number, the order date, the article number and all the data that GBO uses to identify its order in greater detail.

### 3. Plans, technical documents and information

- 3.1 The Contractor is responsible for forwarding all the necessary technical documents such as illustrations, drawings, weight information and dimensions to GBO in time so that it can take care of the constructional requirements for the installation of the Deliverable.
- 3.2 The Deliverable and the supplied accessories must comply with the applicable laws, regulations and standards, in particular those of the European Union.
- 3.3 Materials, data, information, work equipment, modules, copyrights, design rights or other forms of intellectual property rights to all drawings, specifications, data and information provided by GBO to the Contractor shall remain the exclusive property of GBO at all times. The items that are the property of GBO shall be safely stored and kept in good condition by the Contractor at its own risk until they are returned to GBO and shall not be disposed of unless requested to do so in writing by GBO. In addition, they will not be used for any purpose other than the purpose approved in writing by GBO. Any work results of the Contractor based on the aforementioned objects, drawings, specifications, data and information are the property of GBO and only GBO has the right to apply for intellectual property rights worldwide, including their registrations.

### 4. Prices, payment terms and billing

- 4.1 The prices stated in the order and agreed with the Contractor shall be fixed prices. Any change to prices during the agreed delivery period shall be void, even in the case of blanket orders. GBO does not acknowledge and expressly excludes any price escalation clauses.
- 4.2 Prices do not include statutory value added tax or other (transportation) taxes, customs duties, fees or other levies of any kind. Changes in tax law or other changes in circumstances do not constitute an entitlement to a subsequent price increase. Invoices must be issued in accordance with the applicable VAT laws and sent by e-mail to [purchasing.InvoicesDE@gbo.com](mailto:purchasing.InvoicesDE@gbo.com). Invoices for services relating to works must also include copies of the confirmed wage or timesheets. Invoice duplicates must be marked as duplicates.
- 4.3 Where the compensation is subject to withholding tax, the following shall apply: GBO is entitled to retain withholding tax at the statutory rate from the compensation and pay it to the competent tax office on behalf and for the account of the Contractor. If the Contractor is able to prove to GBO in due time before payment that it meets the requirements for tax reduction or tax exemption in accordance with the applicable double taxation agreement by presenting all documents required, the withholding tax specified in the applicable double taxation agreement will be retained. The VAT identification number of GBO is DE812585719.
- 4.4 The Contractor shall be liable for correct application of the statutory provisions under value added tax law relating to a respective supply transaction as well as for any retrospective value added tax payments arising during the course of tax audits as a result of incorrect information having been supplied by the Contractor.
- 4.5 If the billing of services is agreed according to hourly or daily rates, travel and waiting times as well as travel expenses shall not be remunerated separately, unless otherwise agreed in writing.
- 4.6 Invoicing shall take place after the service has fully been provided.
- 4.7 Unless otherwise agreed in writing, payments shall be made within 30 (thirty) days with a 3% discount or within 60 (sixty) days net from receipt of the invoice, but no earlier than after receipt or acceptance of the Deliverable (if applicable), whichever is later. The payment date shall be the date of GBO's payment instruction. The payment itself shall be carried out in the payment run following the due date, which takes place at least once a week. This process entitles GBO to claim the discount if the payment is made for the payment run immediately following the discount period – i.e. the payment is deemed to have been made on time in this case.
- 4.8 The offsetting or assertion of rights of retention is not permitted for the Contractor under any circumstances. Offsetting GBO's claims against the Contractor's counterclaims or exercising the right of retention is only permissible if the counterclaim or right of retention has been recognised by GBO or legally established. The Contractor is not entitled to assign claims to a third party.
- 4.9 If the Contractor is part of a conglomerate, then the Contractor shall name a bank account, to which all payments under the order shall be made with debt-discharging effect.
- 4.10 Any extended and expanded retention of title of the Contractor is excluded.

### 5. Delivery/insurance

- 5.1 The agreed delivery and performance dates are binding. The delivery or performance period shall commence on the order date. If no deadline is agreed, delivery or performance shall be made without delay.
- 5.2 If a delay in delivery or performance is expected, GBO must be informed of this immediately in writing, stating the reasons and the expected duration of the delay. Point 13. shall apply mutatis mutandis.
- 5.3 A delivery or service provision before the agreed date or a partial delivery is only permitted with the consent of GBO. In all cases, GBO may not incur any disadvantages from such a delivery or service provision; in particular, the payment and discount deadline in accordance with Point 4.7 shall not commence before the originally agreed date.
- 5.4 GBO reserves the right to postpone the delivery or service provision date but shall inform the Contractor thereof in writing no later than 6 (six) weeks before the agreed date.
- 5.5 The delivery shall be made at the expense and risk of the Contractor. Unless otherwise agreed in writing, the Incoterm clause DDP (non-EU) or DAP (EU) Incoterms 2020 shall apply to the delivery, with duty paid, to the respective Greiner permanent establishment. This also applies without restriction to hazardous goods within the meaning of the respectively applicable hazardous goods transportation law. Cash on delivery shipments shall not be accepted by GBO. The shipment must be accompanied by a delivery note stating the order and article number(s) and, if applicable, a copy of the drawing(s) must be attached to the order.
- 5.6 The Deliverable must be handed over to authorised employees of GBO at the destination. At this point in time, the Deliverable shall only be checked for obvious defects upon arrival at the destination. However, a quantitative and qualitative check will only be performed when the Deliverable is processed. GBO employees are generally not authorised to confirm at the time of acceptance that the Deliverable is free of quantity and/or quality defects. If an employee nonetheless confirms that the Deliverable has been accepted in good order, this confirmation does not mean that the Deliverable is free of quantity and/or quality defects. The obligations of Section 377 HGB [German Commercial Code] ("Rügepflicht") are excluded.
- 5.7 The Contractor shall obtain all the necessary and appropriate insurance to cover its potential liability from any business and supply relationship with GBO. In particular, the Contractor shall insure the Deliverable sufficiently at its own expense against damage of any kind; it shall provide GBO with evidence of the conclusion of these insurance policies upon request and, in the event of insurance claims occurring, shall assign the claims arising from these insurance policies to GBO, insofar as GBO requests this. If the Contractor does not provide evidence that such insurance has been obtained, without delay upon request, GBO shall be entitled to obtain such insurance for the account of the Contractor after a grace period of 30 (thirty) days has passed fruitlessly.
- 5.8 The Contractor shall ensure that the Deliverable complies with all applicable laws, provisions, regulations, directives, and requirements and complies with usual market standards.
- 5.9 The operating staff at GBO must be trained without additional remuneration (i.e. within the framework of the agreed remuneration). All required labels, assembly plans and operating instructions must be provided or enclosed in German and English (including all connections, any base design), even if the Deliverable is installed by commissioned third parties.
- 5.10 The Contractor is aware that certain territories, legal entities and/or natural persons are subject to sanctions and/or embargoes under different legal systems (e.g. under US law, EU law, national law). The Contractor is obligated to: (i) conduct sufficient due diligence and closely monitor its business partners at all times; and (ii) ensure through appropriate standards that it does not purchase products from legal entities, natural persons and/or territories subject to applicable sanctions and/or embargoes; or (iii) otherwise violate applicable sanctions and/or embargoes. The Contractor shall be responsible for observing all foreign trade regulations to be applied in connection with a delivery and, in particular, for obtaining all the approvals required under export law on its own responsibility and at its own expense.

### 6. Preliminary and final acceptance

- 6.1 Unless otherwise agreed in writing, a pre-acceptance of the Deliverable shall be carried out at the Contractor's premises and shall take place within a maximum of 1 (one) week after written notification of the readiness for pre-acceptance by GBO and after coordination with GBO. Final acceptance shall take place on the premises of GBO. The pre- and final acceptance shall take place in accordance with the respective contractual agreement.
- 6.2 GBO shall not refuse pre- and final acceptance due to minor defects, in particular defects that do not significantly impair the functionality of the Deliverable. Such defects must be remedied by the Contractor within a reasonable period.
- 6.3 If final acceptance does not take place within 3 (three) months after delivery of the Deliverable at the latest and this is due to reasons for which the Contractor is not responsible, the Deliverable shall be deemed to have been accepted by GBO.

### 7. Packaging and shipping

- 7.1 Irrespective of which delivery terms have been agreed, the Contractor shall be obliged to package, label, and ship the ordered Deliverable in a suitable manner at its own expense and risk; this also applies without restriction to hazardous goods. Should GBO, as an exception, take over the costs of packaging after written agreement, GBO shall be charged for its cost price and this shall be shown separately in the invoice; in this case too, the Contractor shall bear the risk of the consequences of defective or improper packaging or labelling. Should claims be asserted against GBO by third parties due to defective or improper packaging, labelling and/or shipment of the Deliverable, the Contractor shall indemnify and hold GBO harmless or its representatives in full.
- 7.2 The Contractor shall be liable for all consequences of the defective condition of the packaging. Goods damaged during transport shall be returned to the Contractor at its own expense. The Contractor shall be responsible for settling the damage with the forwarding agent or transporter.
- 7.3 GBO reserves the right to return the packaging to the Contractor. The value of the packaging shall be credited to GBO.
- 7.4 If the Contractor participates in a comprehensive packaging disposal system (e.g. INTERSEROH or Grüner Punkt), the following legally binding declaration must already be included in the offer, but also on every delivery note and on every invoice: "The packaging of all listed goods is exempted via the licence number [...]". GBO shall not accept any additional fees or costs, such as deposit or disposal costs. If the Contractor fails to provide such a declaration of release, it must collect or take back the packaging material and issue a credit note for it. Should the Contractor fail to comply with this obligation, GBO shall be entitled to have the disposal carried out by third parties at the risk and expense of the Contractor.
- 7.5 The Contractor shall at all times, at its own risk and expense, either dispose of all Deliverables or residues of such Deliverables that are to be assessed as "special waste" after their intended use or take them back for disposal. Should the Contractor fail to comply with this obligation, GBO shall be entitled to have the disposal carried out by third parties at the Contractor's own risk and expense.

- 7.6 In the case of shipment by means of EURO pallets, the Contractor must use its own, at least as good as new EURO exchange pallets, which shall be exchanged upon handover to GBO.  
If wood is used in the packaging, it shall comply with the applicable EU phytosanitary regulations. The IPPC / ISPM15 standard shall be used.
- 8. Quality assurance**
- 8.1 To ensure the conformity with the agreed quality, the Contractor undertakes to conduct all quality-control measures in accordance with the agreed specifications. The Contractor must be certified at least in accordance with ISO 9001 or another comparable quality management scheme. The Contractor shall strive to implement continuous measures and practices for quality improvement which conform to said standards and practices or similar standards and practices and operate a quality assurance program which serves to identify, correct, and prevent defects. In order to ensure quality, the Contractor shall, inter alia, be under a duty as follows: (i) to regularly conduct inspections and tests; (ii) to conduct all quality-control measures in accordance with specifications and, in the absence of specifications, to apply customary industry standards and applicable law; and (iii) to keep detailed records of inspection, documentation and other data with regard to the manufacturing process and the prevailing quality control procedures and quality standards in respect of the Deliverable and make them available to GBO upon request.
- 8.2 GBO has the right to inspect the Contractor's quality management system during normal business hours at the Contractor's place of business, subject to GBO providing the Contractor with written notice at least 5 (five) working days in advance; under no circumstances may the Contractor use the inspection to delay or prevent delivery of the Deliverables. Detailed records of inspection, documents and other data relating to the current manufacturing processes, quality-control procedures and quality standards of the Contractor shall be maintained by the Contractor and provided to GBO upon request.
- 8.3 The Contractor shall oblige its sub-suppliers to guarantee compliance with the same quality assurance measures and shall grant GBO the inspection rights set forth in clause 8.2 at GBO's request.
- 9. Records and audits**
- In line with generally recognized accounting principles and practices, the Contractor shall keep precise records relating to all matters concerning its contractual obligations. The Contractor shall retain such records for at least 7 (seven) years from the date of the last payment under the order to which such records serve to determine whether the Contractor is complying with its obligations under the applicable order. GBO and its authorized representatives shall be granted reasonable access to such records for the purposes of inspection and audit during normal business hours, and the Contractor shall provide GBO with all reasonable support.
- 10. Acceptance obligation and force majeure**
- Circumstances of force majeure, which shall also include, without limitation, the effects of war, riot, strikes, lock-outs, national disasters, epidemic and pandemic like e.g. COVID 19 and disruptions in transport and operational disturbances in the sphere of GBO or its sub-Contractors, which are not foreseeable and beyond the control of GBO or its sub-Contractors, release GBO from this obligation to accept delivery for the duration and to the extent of their effects. Neither legal strikes nor the fact that materials, parts of Goods are being deemed rejects shall be considered instances of force majeure. In the event of force majeure, the Contractor has no claim for consideration or compensation or refund. In the event of unforeseeable events, such as in particular, the aforementioned events, the Contractor is obliged to take all possible and reasonable measures to fulfil his contractual obligations (e.g. to procure necessary parts elsewhere, to find alternative means of transport, to take the greatest possible preventive measures. If delay, or default is however due to force majeure, the Contractor shall be obliged to immediately notify such circumstance and to provide documentary evidence of the same upon request. In such event, the delivery or performance period or deadline shall be extended by the duration of impact of such circumstances.
- 11. Transfer of risk**
- Risk shall be transferred only upon final acceptance of the Deliverables by GBO, fulfilment of all ancillary duties by the Contractor, especially delivery of all required documentation (e.g. test documents, operating instructions, instructions for use, etc.) to GBO, unless otherwise agreed by a corresponding Incoterm 2020 clause in writing. In the case of delivery with installation or assembly, risk shall pass to GBO upon formal acceptance of the installed and assembled Deliverables.
- 12. Warranty and liability**
- 12.1 The Contractor guarantees and provides its assurance that the Deliverable:
- is free and unencumbered of all liens, security interests, claims and encumbrances,
  - does not infringe the intellectual property rights of third parties,
  - fully complies with the agreed specifications and requirements, holds all the relevant and necessary certificates, permits, approvals, licences and authorisations and is suitable for the intended purpose;
  - has no defects regarding design, material and workmanship and is in a fully functional condition customary to the industry; and
  - always complies with all applicable laws, regulations, ordinances, directives, and requirements and complies with the customary market standards, in particular the statutory accident prevention regulations and safety regulations (CE conformity).
- 12.2 If the Contractor discovers deviations from agreed or generally assumed properties or defects (even after delivery), GBO must be informed of this situation immediately. This information must include all the relevant data, in particular the type of defect and the order and product numbers in question.
- 12.3 The unconditional acceptance of the Deliverable shall not be deemed to be approval of the deviation.
- 12.4 The warranty obligation shall be 2 (two) years, calculated from the day of the transfer of risk, unless longer periods apply by law. The Contractor expressly guarantees GBO freedom from defects during the warranty period.
- 12.5 If a Deliverable does not comply with the representations and warranties or GBO's requirements, if safeguarding rules or other protective provisions are not observed, or if the Deliverables have other defects, then irrespective of the severity of the defect, GBO shall be entitled, to demand (at its own discretion) cancellation of the purchase contract, reduction of the purchase price (reduction), remedy of defect free of charge (rectification) or replacement delivery free of charge. If GBO shall request rectification, the Contractor shall immediately remedy the defects at its own risk and expense. Upon request from GBO, the Contractor shall immediately, and at the latest within 10 (ten) working days, exchange defective parts of goods or services for defect-free parts at its own risk and expense. If the documentation is faulty, but the Deliverable themselves have no defects, the documentation must be corrected and sent to GBO within 5 (five) working days. If the Contractor does not cure or remedy within the respective timeframes, clause 12.6 shall apply accordingly.
- 12.6 In the event that the Contractor fails to fulfil its warranty obligations within the period stated in these GTC or otherwise within a reasonable period, GBO shall be entitled to remedy the defects itself or to arrange for third parties to remedy the same or in another manner to obtain a replacement at the Contractor's expense. In urgent cases (e.g. to avoid production delays or interruptions), GBO shall be entitled to remedy the defects discovered at the cost of the Contractor without providing an extension of time to cure.
- 12.7 If defects cannot be remedied on site, any transport costs shall be borne by the Contractor.
- 12.8 The Contractor shall be under a duty to provide a complete and easily comprehensible instruction manual for use in German or English and to keep all necessary documents of manufacture and manuals. Furthermore, the Contractor is obligated to monitor its products and, if necessary, to recall defective products delivered to GBO as Deliverables at its own expense, to immediately provide a copy of the manufacturing documents and to provide all reasonable assistance as well as to name the records, to provide all reasonable assistance, and to name the manufacturer/importer within 14 (fourteen) working days.
- 12.9 The above representations and warranties provisions shall also apply if the Contractor installs or assembles the Deliverables at GBO's request. In such event, the warranty period shall commence upon formal acceptance by GBO in accordance with the written acceptance confirmation.
- 12.10 The Contractor shall fully indemnify and hold GBO harmless for any and all disadvantages of any kind whatsoever which GBO may suffer directly or indirectly as a result of a defective delivery or service, due to violation of official safety regulations, due to violation of domestic or foreign product liability regulations or laws, due to violation of the agreed delivery times, dates and deadlines, under-delivery or for any other legal reasons attributable to the Contractor. The Contractor is obliged to fully compensate for all damages that occur in this context (e.g. due to initiated recall actions). This applies in particular to any own or third party expenses (including material and personnel expenses) in connection with the determination or rectification of defects as well as to any frustrated material and personnel expenses and costs caused by defects; furthermore for lost profit and damages from business interruption, for any additional expenses of own or third party personnel and material caused by or connected with the delay in delivery, as well as for any penalties and other compensation payments to be paid by GBO to third parties. Further legal claims of GBO against the Contractor remain unaffected.
- 12.11 Regarding to all types of loss, during the entire limitation period, the Contractor shall bear the burden of proof concerning the demonstration of absence of fault (*Verschulden*).
- 12.12 Exclusions of liability of all kind, as well as limitations on liability on the part of the Contractor, in particular on the basis of warranty or damages, shall not be accepted unless the same have been expressly negotiated in detail with GBO and agreed to in writing. This shall therefore apply, but not only, regarding to changes to any statutory burden of proof to the detriment of GBO, with regard to shortening statutes of limitation of any kind, and with regard to the exclusion of recourse claims.
- 12.13 The Contractor shall be liable for negligence and defects of its sub-contractors like for its own. The Contractor shall ensure that any of sub-suppliers, are instructed to rendering their services in accordance with the terms agreed with GBO.
- 13. Delay, withdrawal and contractual penalty**
- 13.1 In the event of a delay or default in respect of delivery or performance, or delivery or performance in breach of contractual terms, then notwithstanding all and any further claims, GBO shall be entitled either to withdraw immediately from the contract or to withdraw from the same setting a reasonable extension time of maximum 14 (fourteen) days, or to insist upon contractual fulfilment. GBO shall hold the same rights if bankruptcy proceedings are instituted in respect of the Contractor's assets or if a petition for institution of bankruptcy proceedings has been rejected due to a lack of cost-covering assets.
- 13.2 In the event of delay or non-compliant delivery or service provision, GBO shall also be entitled to demand a contractual penalty of 0.25% of the total order amount up to a maximum of 5% for each day commenced by which the delivery or service provision deadline has been exceeded. GBO reserves the right to claim damages in excess of this contractual penalty.
- 14. Compliance**
- The contractual partner agrees at all times during this Agreement to comply with the Greiner Code of Conduct, [https://www.greiner.com/fileadmin/user\\_upload/Downloads\\_Dokumente/8\\_2020\\_Code-of-Conduct\\_EN\\_web.pdf](https://www.greiner.com/fileadmin/user_upload/Downloads_Dokumente/8_2020_Code-of-Conduct_EN_web.pdf) as well as the Greiner Code of Conduct for Suppliers and Business Partners [https://sustainability.greiner.com/wp-content/uploads/2021/06/2021\\_Verhaltenskodex\\_SupplyChain\\_EN.pdf](https://sustainability.greiner.com/wp-content/uploads/2021/06/2021_Verhaltenskodex_SupplyChain_EN.pdf) as amended from time to time and all applicable and valid laws and regulations, in particular the US Foreign Corrupt Practices Act of 1977 (as amended from time to time), as well as applicable antitrust, competition and anti-corruption laws. Neither the contractual partner, nor the persons acting on its behalf, in particular officers, employees or agents shall make, offer or accept any improper payments or gifts in direct or indirect form to third parties including their employees, officers or to public officials, representatives of a governmental body or authority or a political party or their candidates. The contractual partner agrees that its own contractual partner will adhere to principles at least comparable to those of the Greiner Code of Conduct. GBO reserves the right to inspect the contractual partner at any time during business hours, upon prior written notice, with respect to compliance with the terms of this Agreement and all applicable laws and regulations, including the Greiner Code of Conduct. In the event of non-compliance, GBO reserves the right to terminate this Agreement at any time and with immediate effect by written notice to the contractual partner.
- 15. Rights of use**
- 15.1 The Contractor shall transfer to GBO a global, irrevocable, unrestricted and transferable right to use the Deliverable and its documentation in full (e.g. test certificates, operating instructions, instructions for use, etc.), which must be handed over in German and English at the time of delivery.
- 15.2 Insofar as standardised software is included in the scope of delivery, GBO is granted a simple, transferable right of use. GBO may only use the software to the extent permitted by law reproduce, translate or convert from the object code into the source code. Point 21 applies to customised software.
- 15.3 The agreed price shall cover a comprehensive granting of rights to intellectual property rights to the extent that these are necessary for GBO, its affiliated companies within the Group and for its OEM customers for free use, partial or renewal and for resale of the Deliverable.

## 16. Property rights

- 16.1 Documents of any kind, such as descriptions, samples, drawings, models, tools, moulds and other items, which GBO has provided to the Contractor remain the property of GBO.
- 16.2 The Contractor may neither use such documents for its own purposes nor make such available to third parties, to the extent not directly connected with the performance of the order. Without request, documents shall be automatically returned complete including any copies thereof, at the latest once they are no longer required by the Contractor for the purpose of performance and delivery, or after a corresponding request from GBO. Return shall be free of charge to GBO.
- 16.3 These documents must be checked by the Contractor immediately upon receipt. Any derogations therefrom shall only be permissible with the written consent of GBO. If such documents contain technical or other defects, the Contractor must notify GBO thereof as soon as such defects are identified.
- 16.4 The Contractor shall be liable for ensuring that no third-party property rights are infringed by the Contractor's services, in particular by the deliverables, or by the use of the items and services acquired by the Contractor. The Contractor undertakes to fully indemnify and hold harmless GBO, its affiliated companies, as well as its OEM customers, as well as their employees, in the event of any infringement of third party property rights. If licences are necessary, the Contractual Partner shall obtain them at his own expense...

## 17. Sub-suppliers

- 17.1 The Contractor undertakes to inform GBO in writing of all sub-suppliers who support the Contractor in fulfilment of contractual obligations. Sub-suppliers not named in the contract or order must be approved by GBO in writing, which approval shall not be unreasonably refused.
- 17.2 When GBO gives its consent, the Contractor must ensure that sub-contracts enable the Contractor without limitations to fulfil its obligations in relation to GBO.
- 17.3 The Contractor shall ensure that GBO has the right to inspect all work carried out at the Contractor's and/or sub-supplier's sites to fulfil the contractual obligations at any time and to obtain information about the current status of the work on site.
- 17.4 Irrespective of which party supplies the Deliverables, the Contractor shall always be deemed the responsible contracting party. At the same time, any approval of a sub-supplier granted by GBO shall not release the Contractor from its obligations in relation to GBO under the contract.

## 18. Access

- 18.1 Upon entering the company premises of GBO, the Contractor shall comply with the security requirements of GBO applicable at the time, which GBO shall provide a copy of upon request.
- 18.2 GBO shall be granted access to the Contractor's company premises during normal business hours upon prior notice to the Contractor within a reasonable period and without additional costs, so that the Contractor's work in connection with the contractual Deliverable can be examined.

## 19. Confidentiality

- 19.1 The Contractor undertakes to maintain the confidentiality of all technical and commercial data relating to GBO which is disclosed directly or indirectly, including all information relating to plans, timetables, technical data, constructions, drawings and all information relating to sales, pricing, research and development, finance, construction, manufacture, quality, design, intellectual property, plant and processes, employees, customers, suppliers and other persons with which GBO has a business association, in so far as the same is not generally known.
- 19.2 For the purpose of fulfilling its contractual duties, obligations and other tasks, the Contractor may only use such persons whom it has verifiably and expressly placed under a duty to observe confidentiality prior to commencement of their activity.
- 19.3 The duty to maintain confidentiality in respect of all data and business and/or trade secrets shall continue to exist also following the end of the contractual relationship, without restriction; it shall also extend to such data and business and/or trade secrets which are entrusted to the Contractor/the persons referred to in clause 19.2 on the occasion of further contractual negotiations to be conducted or which are otherwise rendered accessible, even if such negotiations should not lead to conclusion of a contract.
- 19.4 Disclosure of confidential information shall not constitute transfer of know-how or property rights nor any related granting of licence. The Contractor shall not be entitled to file property rights of any type whatsoever in connection with any confidential information obtained directly or indirectly from GBO.
- 19.5 No rights, in particular, none of prior use, shall be asserted against GBO regarding applications for industrial property rights from the knowledge of confidential information made available or provided to the Contractor.
- 19.6 GBO has the right to pass specifications on to third parties commissioned by GBO in order to realize, manufacture, further develop and/or produce other Deliverables and/or products for GBO and who require this information. In addition, GBO has the right to disclose the existence of the relevant contract with the Contractor as well as selected provisions to third parties so long as the identity of the Contractor remains secret. In any case, information that results from the state of the art, either directly or without being inventive, does not fall under the confidentiality obligations of this point 19. In no way does a contract with the Contractor restrict or hinder GBO from furthering or developing products, whether by GBO itself or third parties, nor from selling these products.

## 20. Moulds and tools

- 20.1 Handover of moulds and tools: Moulds and/or tools produced or procured on behalf of GBO and all other applicable documents (drawings, documentation, etc.) shall become the sole property of GBO upon their manufacture or acquisition by the Contractor and full payment by GBO.
- 20.2 Storage of moulds and tools at the Contractor's premises: Unless otherwise agreed, the handover of the moulds and/or tools shall be replaced by the Contractor keeping the moulds and/or tools safe for GBO free of charge. In this case, the Contractor is only authorised, with the express approval of GBO, to actually or legally dispose of the moulds and/or tools, to relocate their location or to permanently render them inoperative. The moulds and/or tools are to be marked as the property of GBO by the Contractor. The storage fee is included in the purchase price.
- 20.3 During storage, the Contractor shall be liable for any type of deterioration and destruction of the moulds and/or tools.
- 20.4 The Contractor undertakes to insure moulds and/or tools against theft, fire, destruction and any type of deterioration at its own expense and to provide proof thereof to GBO upon request.
- 20.5 The Contractor shall maintain the moulds and/or tools at its own expense.
- 20.6 GBO is entitled to withdraw the moulds and/or tools held in custody by the Contractor at any time and without giving reasons. Upon request, the Contractor shall immediately return these moulds and/or tools to GBO. The Contractor shall not be entitled to a right of retention under any circumstances. The obligation to surrender shall also apply to the Contractor if an application for insolvency has been filed against him.

- 20.7 The Contractor undertakes to carefully store and maintain all the necessary devices, auxiliary tools, etc. that were required to manufacture the moulds and/or tools produced for GBO.
- 20.8 The Contractor shall inform GBO no later than 6 (six) months before expiry of the storage obligation and the parties shall enter into negotiations on the further use of the moulds and/or tools. Any modification or disposal of the mould and/or the tool is only permitted after expiry of the storage obligation and only after written approval by GBO. The disposal costs of the moulds and/or the tool shall be borne by the Contractor.

## 21. Software

- 21.1 Insofar as the scope of delivery includes non-standardised software, in particular software specially created or modified for the purposes of delivery, the Contractor declares that it is willing to make changes and/or improvements to the software for a period of 5 (five) years from delivery of the Deliverable against reasonable reimbursement of costs in accordance with GBO's specifications, unless specifically provided for in a software maintenance and/or licence agreement.
- 21.2 Insofar as the software originates from sub-suppliers of the Contractor, it shall obligate them accordingly.
- 21.3 For non-standardised software, the source code must be handed over in full. At the time of creation, the Contractor grants GBO the exclusive, transferable, permanent, irrevocable, and non-terminable right to use the original or modified, translated, edited, or redesigned software created in the context of the order.

## 22. Place of performance, place of jurisdiction and choice of law

- 22.1 Unless otherwise agreed in Section 4 of these GTC or in contracts subject to these GTC, the place of performance for deliveries or service provisions of the Contractor shall be the place of performance prescribed by GBO.
- 22.2 German substantive law shall apply exclusively. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws rules are expressly excluded.
- 22.3 Any dispute arising out of or in connection with these GTC and/or in connection with any contractual relationship between GBO and the Contractor subject to these GTC, including related to its creation, validity, nullity, interpretation, performance and termination as well as its pre- and post-contractual effects ("Dispute"), shall be settled by the competent court in Stuttgart, Germany having jurisdiction over the subject-matter.
- 22.4 Particularly, with respect, but not limited, to Contractor's outside the European Union, GBO may, at its sole discretion, alternatively, submit a Dispute for final settlement under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one arbitrator appointed in accordance with the said Rules; in case GBO submits a Dispute for final settlement under the Rules of Arbitration of the ICC and in case the amount in dispute accrues to more than EUR 1.000.000,00 (one million euros), either Party may opt for a tribunal with three arbitrators appointed in accordance with the said Rules. The seat of the arbitration shall in each case be Stuttgart, Germany. The language of the arbitration shall be German. To avoid any misunderstandings, it is expressly agreed that the governing law of this arbitration agreement shall be exclusively Austrian law without regard of the conflict-of-law rules. The decision and/or award rendered by the arbitrator(s) shall be written, final and non-appealable. The losing party shall bear all the costs of arbitration including the fees and expenses of the arbitrator(s) and, in particular, pay the costs of the successful party (in particular attorneys' and expert fees).

## 23. Final provisions

- 23.1 All orders, transactions and call-offs, amendments, and additions thereto and amendment of the underlying contract, including these GTC and this written-form clause itself, shall only be legally valid when in writing. This shall also apply with regard to any contractual termination.
- 23.2 Any order or contract between GBO and Contractor shall not establish any employment contract whatsoever between GBO and any person whomsoever employed by the Contractor. For this reason, it is expressly agreed that the Contractor shall itself be responsible for all employer obligations imposed by the competent authorities regarding to the fulfilment of contractual duties and regarding any taxable income of the Contractor. Furthermore, GBO shall assume no liability for making payments such as wages, daily allowances, income tax, social-security contributions, and insurance contributions. The Contractor shall fully indemnify and hold harmless GBO in this regard.
- 23.3 Each party represents and warrants to the other that it will duly comply with its obligations under all the applicable data protection laws.
- 23.4 The Contractor is not entitled to assign claims from or in connection with a contract with GBO to third parties without the prior written consent of GBO, and any assignment that violates this provision is null and void.
- 23.5 Any orders and contracts executed between GBO and the Contractor shall remain binding, even if individual terms of the contract or of these GTC may be legally invalid. If a provision of these GTC or of any contract subject to these GTC is or becomes illegal, invalid, or unenforceable, it shall not affect the validity or enforceability of these GTC, nor the validity or enforceability of any other provision of these GTC. The invalid provision shall be replaced in good faith with a valid, legal, and enforceable provision the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.
- 23.6 In respect of the cooperation, the Contractor may only advertise using the business connection and/or the products of GBO subject to obtaining the prior written consent of GBO. This may be revoked at any time without reason and shall require the immediate deletion/cessation of further use for any purpose without any entitlement to cost reimbursement.