

# – WOCO – Group of Companies

## General Terms & Conditions of Purchase

In addition to these Global Purchasing Conditions, there are also additional provisions that apply to specific product groups, locations or regions, in particular also in the name and on behalf of subsidiaries / affiliated companies in accordance with § 15 – german SCA

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### 1. Applicability; Exclusivity

- 1.1 These GCoP's apply to all business relationships between the aforementioned companies of the Woco Group ("WOCO") and their suppliers, subcontractors, service providers and contractors ("contractual partners") in connection with the purchase of products and/or services, in particular work or services ("Object of the contract")
- 1.2 These GCoP's apply exclusively. Conflicting, deviating or supplementary terms and conditions of the contractual partner are hereby rejected and do not become part of the contract unless their validity has been expressly approved in writing by WOCO. It does not constitute consent if WOCO, with knowledge of the contractual partner's terms and conditions, places orders without reservation, accepts deliveries or other services or makes direct or indirect reference to letters etc. containing its or third-party terms and conditions.
- 1.3 The GCoP's apply in the current version at the time of the respective order also apply as a general agreement for later contracts within the meaning of Section 1.1 with the same contractual partner without the need for renewed reference..

### 2. Conclusion and content of individual contracts;

- 2.1 Only written orders or orders confirmed in writing by WOCO are binding for WOCO. The contractual partner will check the orders and any associated documents, requirements and specifications on his own responsibility and will immediately point out to WOCO any obvious or recognizable inaccuracies, ambiguities, incompleteness, inconsistencies or deviations from the latest state of the art and any other concerns he may have. Electronic communication is sufficient for compliance with the written form.
- 2.2 Order confirmations shall have to be fully consistent with the order regarding its content and shall have to include the order number and date of order, unless it has been otherwise agreed. If the Purchaser provides a confirmation form, this shall have to be used
- 2.3 If the contractual partner does not accept the order within the period stated in the order, at the latest however, within two weeks upon receipt, WOCO is no longer be obliged to its order

### 3. Terms of Delivery; Contractual Penalty; Risk;

- 3.1 Unless otherwise agreed, DAP place of performance (INCOTERMS® 2020) applies to all deliveries, including packaging and any necessary preservation. The place of performance for all deliveries is the destination specified by WOCO in the order. Unless otherwise agreed, deliveries must only be made during business hours at the respective place of performance.
- 3.2 Any delivery/performance time(s) indicated in the purchase order are binding for the contractual partner. If no delivery/performance time(s) is/are indicated in the purchase order, delivery(s) / performance(s) shall be made immediately. The contractual partner shall immediately inform WOCO if delivery/performance time(s) may likely not be met. The contractual partner shall inform WOCO of the reason for and the expected duration of such delay.
- 3.3 If the contractual partner is in default with the delivery or performance of a Deliverable, WOCO may – in addition to any other rights or remedies at law – charge a contractual penalty of 0.2% of the net value of the delayed Deliverable for each commenced working day, up to a maximum of 5%.
- 3.4 The contractual partner shall be in addition to our right to claim performance and only serves as the minimum amount of compensation. The contractual penalty must be required until the final payment will be done. Any contractual penalty paid must be deducted from a claim for damages based on the same cause of damage. WOCO reserves the right to give evidence of additional

damages. The contractual partner reserves the right to give evidence that WOCO have incurred no or only substantially lower damages.

- 3.5 Early deliveries and/or partial deliveries can be rejected by WOCO. The return transport takes place at the expense and risk of the contractual partner.
- 3.6 The risk of accidental loss and accidental deterioration only passes to WOCO upon handover to WOCO at the place of performance. Insofar as the subject matter of the contract consists of a work service or acceptance has been agreed, the risk only passes to WOCO upon successful acceptance. The statutory provisions apply to acceptance. The use of contractual items subject to acceptance prior to formal acceptance does not constitute unconditional acceptance by WOCO.
- 3.7 Any changes to the deliveries/services, in particular to their specifications or changes to their manufacturing process, including changes to the production materials used, test equipment and methods, production facilities or environment, relocation of the production process to another manufacturing location (even within the same property), changes to or in the case of sub-suppliers or subcontractors etc. require written approval by WOCO, which must not be unreasonably delayed or refused.

#### **4. Prices; Invoices; Shipping; Terms of Payment and Late Payment**

- 4.1 The agreed prices are fixed prices plus statutory value added tax. Unless expressly agreed otherwise, the price includes all services and ancillary services of the Partner as well as all ancillary costs, taxes (excluding statutory value added tax) and other duties. Travel and waiting times as well as travel costs and expenses will not be compensated.
- 4.2 The Deliverables shall be packed in a manner customary in the industry and sufficiently protected against transport damage. The Partner shall take back packaging material upon our request and at its own expense
- 4.3 All order confirmations, delivery documents and invoices must also state our purchase order number, the purchase order date, our item number, unit and final prices, the item description, delivery quantity and delivery address. In the event of a delay in processing due to missing information, our payment term is automatically extended by a reasonable period of time
- 4.4 Unless otherwise agreed, invoices are paid by WOCO within 14 days with a 3% discount or 30 days net. The term of payment shall commence upon receipt of a lawful and verifiable invoice, but not before delivery/performance in full including all documents and acceptance (if acceptance is required). A default in payment shall be determined by statutory law, however, a reminder by the contractual partner being necessary in any case, regardless of statutory law. Payments made by us do not constitute acknowledgment of proper fulfillment of the contract by the supplier
- 4.5 WOCO does not owe any interest due. The preparation of drafts and cost estimates as well as similar actions in preparation for the order by the contractual partner are free of charge, unless otherwise agreed
- 4.6 WOCO shall be entitled to rights of set-off and retention to the extent provided by law. In particular, WOCO shall be entitled to withhold payments in whole or in part as long as and to the extent that warranty claims are asserted by it..

#### **5. Acceptance**

- 5.1 If, due to a contractual agreement or according to the law the acceptance of a delivery or service is required, the Supplier can demand the acceptance of the complete delivery or services only after it has proven that the goods or services are ready for acceptance.
- 5.2 Partial acceptance shall be excluded unless this has been expressly agreed upon. Inspections of interim results and partial payments are no partial acceptances.

#### **6. Examination of defects, liability for defects**

- 6.1 The contracting partner shall comply with the recognized rules of technology, the relevant statutory provisions and official regulations, in particular safety regulations, and the agreed specifications for its deliveries and services. The specifications may be determined in particular in text form and electronic files or by samples and drawings. Changes to the object of delivery or service require the prior express consent of WOCO in writing.
- 6.2 Insofar as WOCO is obliged to carry out an incoming goods inspection, this shall only be carried out by WOCO with regard to obvious defects and transport damage to the goods. An identity check shall only be carried out on the basis of the enclosed transport documents. In the case of delivery of goods that WOCO is obliged to inspect in accordance with § 377 of the German Commercial Code (HGB), the period for inspection and notification of an obvious defect in the goods is 30 calendar days from receipt of the delivery. The period for notification of hidden defects is 14 calendar days from the discovery of the defect. In the event of weight discrepancies, the weight determined by WOCO upon receipt shall apply unless the contracting party proves that the

weight calculated by it was determined correctly according to a generally accepted method. This also applies accordingly to quantities. In all other respects § 377 HGB is excluded

- 6.3 WOCO shall be entitled to the statutory claims for defects without restriction; in any case, WOCO shall be entitled to demand from the contracting party, at WOCO's option, the removal of the defect or the delivery of a new item or the production of a new work. The right to claim damages, in particular damages in lieu of performance, is expressly reserved.
- 6.4 limitation period for claims for defects shall be 5 years, calculated from delivery or acceptance by WOCO. For replacement goods delivered under warranty or for a work newly produced under warranty as well as for repaired delivery items or services, the limitation period with respect to the same defect as well as with respect to the consequences of defective repair shall start anew upon delivery or acceptance. WOCO reserves the right to assert further statutory warranty claims.
- 6.5 If WOCO is obliged to take back goods manufactured and/or sold by it as a result of the defectiveness of the contractual product delivered by the contracting party or of the service rendered by the contracting partner, or if the purchase price is reduced vis-à-vis WOCO as a result thereof, or if WOCO is otherwise held liable as a result thereof, WOCO reserves the right of recourse vis-à-vis the contracting party, whereby the setting of a deadline that would otherwise be required is not required for the contracting party's defect rights.
- 6.6 Contracting partner must ensure that it can continue to supply WOCO with the delivery of goods or parts thereof as spare parts on reasonable terms for a period of 10 years after termination of the supply relationship.

## **7. Product Liability, Indemnification, Liability Insurance**

- 7.1 If WOCO is held liable by third parties for product damage, the contracting partner shall be obligated to indemnify WOCO upon first demand, provided that the contracting partner is legally liable for such damage in the external relationship.
- 7.2 Within the scope of its liability for damages within the meaning of the preceding paragraph, the contracting party shall also be obligated to reimburse any expenses pursuant to Sections 683, 670 of the German Civil Code (BGB) as well as pursuant to Sections 830, 840, 426 of the German Civil Code (BGB) arising from or in connection with a recall action carried out by WOCO or its customers. WOCO shall inform the contracting party about the content and scope of the recall activities to be carried out - to the extent possible and reasonable - and give the contracting partner the opportunity to comment. Other statutory claims shall remain unaffected.
- 7.3 The contractual partner undertakes to maintain liability insurance for personal injury, property damage and financial loss. Unless the parties have agreed otherwise, the sums insured per claim must amount to EUR 10 million for personal injury and property damage and EUR 500,000.00 for financial loss. In the event of the manufacture and/or delivery of goods or the provision of services under a contract for work and services, the contractual partner must additionally insure the extended product risk (in particular sorting costs, installation and removal costs and other consequential damage due to a defect in the product) with a sum insured of at least EUR 10 million per event of damage. The insurance coverage must exist until the expiration of the limitation period for any claims for defects and must be proven to WOCO upon request. If WOCO is entitled to further claims for damages, these shall remain unaffected.

## **8. Property Rights**

- 8.1 The Supplier shall guarantee that each delivery of goods and/or objects of performance is free from any third party property rights and that no patents, utility models, copyrights nor any other intellectual third party property rights are violated by the delivery or the use of the delivery items or services rendered.
- 8.2 In the event of an infringement of third party property rights, the contractual partner shall, at WOCO's option and at its own expense, modify or replace the delivery item or the service in such a way that no third party rights are infringed any more, but the delivery item or the service continues to have the contractually agreed quality, or procure the right of use for WOCO by concluding a license agreement. If he does not succeed in doing so within a reasonable period of time set by WOCO, WOCO shall be entitled to withdraw from the contract or to demand a reduction of the price and - insofar as the legal requirements are met - damages.
- 8.3 The contractual partner shall keep WOCO and its customers indemnified on first demand against any third party claims arising from possible infringements of property rights and it shall bear all costs and expenses incurred by WOCO due to or in connection with a third party claim
- 8.4 The contractual partner and WOCO shall inform each other without delay of any risks of infringement and alleged cases of infringement that become known.
- 8.5 The limitation period for all claims listed under this clause shall be 10 years, in deviation from clause 6.4

8.6 Insofar as WOCO demonstrably provides the contractual partner with exclusive specifications for the manufacture of the delivery items or the provision of the services, the provisions of § 8 paragraphs 1, 2, 3 and 5 shall not apply.

## 9 Rights with regard to Work Results

9.1 WOCO shall receive an exclusive, irrevocable, transferable right of use, unrestricted in terms of time, space and content, to all illustrations, drawings, documentation, drafts, programs, elaborations and other works that the contracting party develops and/or produces for WOCO within the scope of the performance of the order (hereinafter referred to as "Work Results") for all types of use

9.2 If already existing industrial property rights, copyrights or unprotected knowledge (know-how) of the contractual partner are used within the scope of the execution of the order and if these are necessary for the exploitation of the work results by WOCO, WOCO shall receive a non-exclusive, irrevocable, transferable and temporally and spatially unrestricted right of use to the industrial property rights, the copyrights as well as to the unprotected knowledge (know-how) to the extent that is necessary for the exploitation of the work results in accordance with the contract.

## 10 Software

10.1 Insofar as the contractual partner is obligated to deliver software, the contracting party shall grant WOCO a non-exclusive, transferable license (right of use) unlimited in time and place. The agreed remuneration shall also cover the license fee.

10.2 If a third party is the owner of the property rights and copyrights to the software, the contractual partner shall ensure that WOCO is granted a license to the same extent as in Section 4 (1).

10.3 In addition, WOCO shall be entitled, subject to the corresponding waiver of §§ 69c UrhG et seq., to reproduce, edit or decompile the Software if this is necessary to establish the interoperability of the Software with other programs or to eliminate errors in the Software.

10.4 Insofar as the scope of delivery includes non-standard software, the contracting party agrees for a period of five years from delivery of the delivery item to make changes/improvements to the software in accordance with WOCO's specifications against reasonable reimbursement of costs. Insofar as the software originates from upstream suppliers, the contractual partner shall oblige them accordingly. Statutory or contractually agreed update obligations shall remain unaffected. If the contracting party provides WOCO with supplements (e.g. patches, supplements to the user manual) or a new edition of the subject matter of the contract (e.g. update, upgrade) that replaces previously provided subject matters of the contract ("old software") within the scope of rectification or maintenance, these shall be subject to the provisions of this agreement, even without requiring a special agreement in the individual case.

10.5 WOCO shall be entitled to demand from the contracting party the conclusion of a deposit agreement (software escrow) on the respective version of the source code of a non-standardized software at standard market conditions.

## 11 Purchaser's Reservation of Ownership, Provision, Manufacturing equipment

11.1 If WOCO provides parts to the contractual partner, WOCO shall reserve their ownership. They are processed or restructured for WOCO by the contractual partner. If WOCO's parts subject to reservation of ownership are processed with other articles not belonging to the Purchaser, the contractual partner shall acquire co-ownership of the new article in proportion of the value of its parts (purchase price plus VAT) to the value of the other processed parts at the time of processing

11.2 If the object provided by WOCO under reservation of ownership is inseparably combined with other objects not belonging to WOCO, WOCO shall acquire co-ownership of the new product in proportion of the value of his provided parts (purchase price plus VAT) to the value of the other combined parts at the time of their joining. If the joining happens in a way that the contractual partner's articles are to be regarded as the main item, it is understood that WOCO shall transfer co-ownership to the contractual partner on a pro rata basis; the contractual partner shall store the sole property or coproperty for WOCO.

11.3 WOCO shall reserve ownership with regard to manufacturing equipment such as models, patterns, tools, gauges, drawings, pictures, calculations etc. which WOCO has provided to the contractual partner or which have been manufactured by WOCO according to the contractual partner's specifications.

11.4 The contractual partner shall be obligated to use such manufacturing equipment solely for the production of the delivery items ordered by WOCO unless WOCO had consented in writing that they may be used otherwise. Any possible servicing or inspection works as well as all maintenance and overhaul works regarding the contractual partner's manufacturing equipment shall be timely performed by WOCO at its charge. The contractual partner shall immediately notify WOCO of any failures. The contractual partner shall have to store the WOCO's manufacturing equipment with

utmost care and to protect it against theft, loss or other damages. Should WOCO's manufacturing equipment get lost or be damaged, the contractual partner shall have to make up for the damage, unless it can prove that the damage would have occurred even if it had duly complied with its obligation to exercise utmost diligence.

- 11.5 The contractual partner shall be obligated to insure at its charge the manufacturing equipment belonging to WOCO at reinstatement value against damage by fire, water or theft. At the same time and even now the contractual partner shall assign any claim for compensation
- 11.6 After having completed the order on WOCO's request the contractual partner shall have to return the manufacturing equipment to WOCO at its charge. Up to that point the contractual partner shall have to keep them with care and at its own charge.

## 12 Subcontracting

- 12.1 Without our prior consent, the Partner contractual partner is not permitted to have the deliverables provided or performed in whole or in part by third parties (e.g. subcontractors, suppliers).
- 12.2 The involvement of third parties shall not relieve the contractual partner of its responsibility towards WOCO. The conduct of third parties which are involved by the contractual partner to perform its obligations shall be attributed to the contractual partner as its own conduct. This also expressly includes any manufacturers and sub-suppliers of the production materials and production equipment used by the contractual partner.

## 13 Set-off and Retention

The contractual partner is entitled to offset and to assert a right of retention only insofar as its counter-claim is either undisputed or finally determined by a competent court.

## 14 Non-Disclosure

- 14.1 The contractual partner shall commit to treat with the utmost discretion all information that prior to a possible business relation like for instance relating to requests for quotations or within the scope of an existing business relation is brought to its knowledge, either by WOCO or by other companies of the Woco Group or which the contractual partner otherwise gains knowledge of, and he shall commit to make it available to third parties only with WOCO's written declaration of consent. Furthermore, the contractual partner shall undertake not to use the information itself or to utilize it otherwise. The term "information" comprises inter alia the request for a quotation and the respective content as well as all technical information and drawings, in particular 3-D-models and CAD drawings.
- 14.2 Any information, any documents and know-how provided to the contractual partner shall remain the exclusive property of WOCO. Solely the contractual partner shall have the right to apply for industrial property rights regarding the patentable content included in the information.
- 14.3 The non-disclosure obligation shall not apply to information that at the time of its disclosure is state of the art knowledge and thus accessible to everyone or which is provably part of the contractual partner's own in-house state of technology.
- 14.4 The contractual partner shall have to assume full responsibility to ensure that all its staff members with access to the information comply with the non-disclosure obligation. This responsibility shall also be applicable with regard to third parties to which, based on WOCO's written declaration of consent, the contractual partner passes on the information received
- 14.5 The non-disclosure obligation shall remain in force even after the termination of the business contact with the contractual partner. It expires if and insofar as WOCO itself makes the information public.
- 14.6 The contractual partner shall be allowed to mention its business relation with WOCO to third parties only after WOCO has given its respective consent in writing.

## 15 Data Protection

- 15.1 The data required for the transaction of business shall be processed electronically by WOCO in compliance with the relevant laws.
- 15.2 The contracting party shall be obliged to observe the statutory provisions on data protection (e.g. EU Basic Data Protection Regulation, Federal Data Protection Act, Telecommunications Act) and to ensure and monitor compliance with them in accordance with the provisions of this section.
- 15.3 Any processing of personal data provided to the contracting party by WOCO may only be carried out under the terms of a commissioned processing agreement concluded between the parties, and in any case only on the basis of the statutory provisions and in connection with the performance of the contractual relationship. Any further use of the personal data by the contractual partner shall not

be permitted. In particular, the contracting party may not make any copies or duplicates of the data without WOCO's knowledge and consent.

- 15.4 The contracting party shall ensure that the processing of the personal data takes place exclusively in the territory of the Federal Republic of Germany, in a member state of the European Union or in another state party to the Agreement on the European Economic Area. Any relocation to a third country shall require WOCO's prior consent. The contracting party shall ensure a sufficient level of data protection to guarantee the confidentiality, integrity, availability, resilience and accuracy of the personal data and shall monitor compliance with the necessary technical and organizational security measures for data protection in accordance with Art. 32 DSGVO in its area of responsibility. By setting up appropriate protective measures, the Contractual Partner shall ensure that access to personal data is strictly limited to those employees of the Contractual Partner who have a compelling need for access within the scope of the intended purpose and their tasks. At the same time, the contracting party shall ensure that the employees who are entrusted with the processing of WOCO's personal data within the scope of the assignment are bound to data secrecy.
- 15.5 The contractual partner shall inform WOCO immediately in writing of any indications of a breach of regulations of the data protection provisions or of this section. Should the security and confidentiality of the personal data at the contractual partner be endangered by attachment or seizure, by insolvency or composition proceedings or by other events or measures of third parties, the contractual partner shall inform WOCO immediately in writing.
- 15.6 Upon completion of the provision of the Processing Services, the Contracting Party shall, at WOCO's option, either delete or return all personal data, unless there is an obligation to store the personal data due to legal requirements. The obligations of the contracting party set forth in this section shall not be affected by the termination of the contractual relationship with WOCO established as a result of the order.
- 15.7 WOCO reserves the right to obtain information from credit agencies within the scope of §§ 28 ff BDSG and to transmit data of the contracting party to credit agencies without subjective value judgments (e.g. communication and invoice data, contract performance or service disruption data, etc.). In order for the credit agencies to be able to provide information on the creditworthiness of the contracting party, the data will be stored there and only passed on to affiliated companies after prior verification and substantiation of a legitimate interest.
- 15.8 WOCO reserves the right to disclose data of the contracting party provided in connection with the order to affiliated companies within the meaning of §§ 15 et seq. AktG (analogous) for purposes of group-wide procurement and to store such data even after termination of a contract within the scope of applicable retention regulations or for possible further orders.

## **16 Product Conformity; REACH; Conflict Minerals**

- 16.1 The contractual partner shall ensure that WOCO is in conformity with the requirements of the relevant product-related regulations at the place of performance. Insofar as the deliveries are to be used at another location and this is communicated to the contractual partner, the regulations there must also be fulfilled. The contractual partner shall be obliged to inform WOCO independently about any required official permits and notification requirements for the import and use of delivery items..
- 16.2 In particular for contractual items delivered to or imported into the European Union ("EU"), such items must be in conformity with the provisions of Regulation (EC) No. 1907/2006 ("REACH Regulation") and EU Directive 2011/65/EU on the restriction of the use of certain hazardous substances in electrical and electronic equipment ("RoHS Directive").
- 16.3 The contractual partner shall ensure that all substances, including those contained in Deliverables, are pre-registered or registered to the extent required by the REACH Regulation.
- 16.4 Insofar as WOCO imports contractual items into the EU and this is communicated to the contractual partner, the contractual partner shall appoint an EU representative who shall assume the tasks and obligations of importers with regard to the fulfillment of the obligations of the REACH Regulation. If WOCO expressly agrees, the contractual partner may also, in deviation from this, provide all necessary data and information at its own expense so that WOCO itself can fulfill the importer's obligations under the REACH Regulation. This concerns in particular the obligations for pre-registration or registration as well as the notification obligations with regard to substances of very high concern ("SVHC"). The contracting party shall bear all costs, fees and expenses relating to WOCO's obligations as an importer under the REACH Regulation.
- 16.5 In the event that the Contractual Objects are to be regarded as articles within the meaning of the REACH Regulation, the contractual partner shall, after appropriate investigations, inform WOCO whether a release of substances contained in the articles is intended which requires registration pursuant to the REACH Regulation or whether SVHC pursuant to the European Chemical Agency Candidate List ("ECHA Candidate List") are contained in the articles or parts thereof in a concentration of more than 0.1 percent by mass (w/w). The contractual partner shall inform WOCO about the identity of these substances and, if applicable, their concentration in the articles. This

obligation shall also apply to such articles for which the respective substances have been included in the ECHA Candidate List at a time when the contractual items have already been delivered.

- 16.6 The contractual partner must inform WOCO in due time of any additional restrictions contained in the REACH Regulation or imposed by the competent authorities as part of the implementation of the REACH Regulation. This includes in particular all restrictions of use or all authorization requirements according to Annex XIV of the REACH Regulation that actually or potentially have an influence on the use, sale or disposal of substances contained in the Deliverables.
- 16.7 The contractual partner shall provide against WOCO all necessary information in relation to the deliverables which the contractual partner (or any third party from whom the contractual partner itself has purchased) has to pass on within the supply chain (meaning downstream buyers or users) in accordance with the REACH Regulation. Furthermore, the contractual partner must provide all information that we or the downstream parties in the supply chain need to fulfil their obligations under the REACH Regulation.
- 16.8 Upon request, the contractual partner must provide the material composition against WOCO.
- 16.9 If the contractual partner makes use of exemptions in relation to the RoHS Directive, in particular with regard to the scope of application of the RoHS Directive or with regard to the use of substances, the contractual partner assures to disclose such exemptions against WOCO.
- 16.10 WOCO is obliged to provide information to its customers within the supply chain regarding the use of certain materials (so-called "Conflict Minerals"), among other things with regard to the Dodd-Frank Act Section 1502. These include the minerals gold, tin, tantalum, tungsten and their derivatives in connection with their origin from conflict areas. If the contractual partner uses these minerals in the contractual items, it shall be obliged to inform WOCO thereof in due time prior to the performance of the contract and, upon WOCO's request, to explain the actions taken to avoid conflict minerals, e.g. pursuant to EU Regulation 2017/821, to answer customer queries and to provide corresponding evidence.

## 17 Compliance

- 17.1 The contractual partner undertakes not to commit any acts or omissions which, irrespective of the form of participation, may lead to regulatory or criminal sanctions, in particular for corruption or violation of anti-trust and competition law, by the contracting party, by persons employed by the contracting party or by third parties commissioned by the contracting party. The contractual partner shall be responsible for taking appropriate measures to avoid such violations. For this purpose, the contracting party shall in particular oblige the persons employed by it or third parties commissioned by it accordingly and train them comprehensively with regard to the avoidance of violations.
- 17.2 The contractual partner undertakes to provide information about the aforementioned measures upon written request by WOCO, in particular about their content and implementation status. For this purpose, the contractual partner shall fully and truthfully answer a self-disclosure provided by WOCO and shall make available to WOCO all documents related thereto.
- 17.3 The contractual partner shall notify WOCO without undue delay of any infringement or of the initiation of official investigation proceedings due to an infringement. In addition, WOCO shall be entitled, in the event of indications of a breach by the contractual partner, to request in writing information about the breach and the measures taken to remedy it and prevent it in the future.
- 17.4 In the event of a breach of any of the foregoing provisions, WOCO shall be entitled to demand that the contractual partner cease and desist immediately and reimburse WOCO for all damages incurred by WOCO as a result of the breach and/or to terminate the individual agreements in writing without notice for good cause. The contracting party shall fully indemnify WOCO against all claims by third parties and liabilities to third parties incurred by WOCO as a result of a breach of any of the aforementioned obligations on the part of the contracting party, its contractors or the subcontractors used in each case.
- 17.5 In the event of a violation of antitrust law in the form of hardcore restrictions, i.e. in the event of price, submission, quantity, quota, territory or customer agreements by the contractual partner, the amount of damages shall be 15% of the net sales made with WOCO with products or services of the contracting party affected by the cartel before WOCO became aware of the violation. The proof of a lesser amount of damage or the non-existence of damage by the contracting party shall remain unaffected. This also applies to the assertion of a higher damage as well as other contractual or legal claims by WOCO.

## 18 Ethical Guideline Ethikgrundsatz

- 18.1 The contractual partner shall guarantee that it will observe the human rights under the Charter of the United Nations in all its companies and that in particular there will be no child labor whatsoever and no discrimination for race or ethnic background, sex, religion or ideology, for disability, age or the sexual identity nor for the affiliation to labor unions.
- 18.2 If the contractual partner provides services within the territory of the Federal Republic of Germany, it assures that it complies with the requirements of the Minimum Wage Act and, in

particular, that it pays its employees at least the statutory minimum wage, unless one of the statutory exceptions applies. In the event that consent is granted for a subcontractor assignment, the contractual partner assures that it will pay appropriate remuneration to the subcontractors it uses so that they can fulfill their obligation to pay the statutory minimum wage. The contractual partner undertakes vis-à-vis WOCO to be liable for all damages resulting from the violation of the requirements of the Minimum Wage Act and to comprehensively indemnify WOCO upon first request from claims of third parties in this respect.

## 19 Foreign Trade and Export Control Data

- 19.1 The contractual partner declares that it is a certified Authorized Economic Operator (AEO) and proves this by sending a copy of the official certification to WOCO:
- 19.2 If the contractual partner is not (yet) a certified authorized economic operator, it is obligated to ensure that the requirements listed in the security declaration (available on the supplier portal) are met on a sustained basis in its operations and to immediately send the security declaration to WOCO with a legally binding signature. If the contracting party is unable to meet the requirements listed in the security declaration, or is unable to meet them in part, it shall be obliged to inform WOCO thereof in writing without delay.
- 19.3 The proofs/declarations pursuant to Clauses 1 and 2 shall be made within two weeks after receipt of an order from WOCO by the contractual partner. If the contractual partner fails to comply with this or is unable to meet the requirements listed in the security declaration, WOCO shall be entitled to revoke the order;
- 19.4 If at any time the contractual partner fails to meet or no longer meets the requirements assured in the safety declaration, it shall be obliged to notify WOCO thereof in writing without delay. A faulty safety declaration or subsequent failure to meet the requirements stated therein shall constitute good cause for termination without notice by WOCO. The contractual partner shall also bear all expenses and damages incurred by WOCO as a result of the incorrectness of the security declaration or the subsequent failure to comply with the requirements stated therein.

## 20 SECURITY IN THE SUPPLY CHAIN

The contractual partner shall be obliged to provide WOCO with the following information, data and documents in writing upon request:

- 20.1 Export restrictions pursuant to Regulation (EC) No. 428/2009 ("Dual-Use Regulation") as amended or pursuant to the Annex "Export List" of the German Foreign Trade and Payments Regulation (AWV);
- 20.2 the Export Control Classification Number (ECCN) according to the U.S. Commerce Control List (if the contract product is subject to the U.S. Export Administration Regulations);
- 20.3 the statistical commodity code according to the current commodity code for foreign trade statistics.
- 20.4 the country of origin (non-preferential origin);
- 20.5 an officially certified certificate of origin (in case of non-preferential origin from countries not belonging to the EU);
- 20.6 Supplier declarations on preferential origin (for deliveries from all countries belonging to the EU).

## 21 Liability

- 21.1 In all cases of contractual and non-contractual liability, WOCO shall pay damages and compensation for futile expenses exclusively in accordance with the following limits:
- a) in the case of intent in the full amount, as well as in the case of the absence of a quality for which WOCO has assumed a guarantee;
  - b) b) in case of gross negligence only to the amount of the foreseeable damage which should have been prevented by the breached obligation;
  - c) in other cases: only from breach of an essential contractual obligation if the purpose of the contract is jeopardized thereby, but always only to the amount of the foreseeable damage. The liability is limited to 200.000,- Euro per case of damage, in total to a maximum of 500 000,- Euro from this contract;!
  - d) in addition, insofar as the contractual partner is insured against the damage incurred, within the scope of the insurance coverage and subject to the condition precedent of the insurance payment.
- 21.2 The limitations of liability pursuant to clause 21.1 shall not apply in the case of liability for personal injury and in the case of liability under the German Product Liability Act (Produkthaftungsgesetz) and the provisions of the German Data Protection Regulation (Datenschutzgrundverordnung - DSGVO).



## 22 General Provisions

- 22.1 If insolvency proceedings are filed against the assets of one party, the other party shall be entitled to rescind the contract for the part not performed..
- 22.2 International commercial clauses shall be interpreted in accordance with INCOTERMS 2020, unless expressly agreed otherwise.
- 22.3 The law of the Federal Republic of Germany shall apply exclusively to the exclusion of the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention).
- 22.4 Amendments and supplements shall require a written agreement. A waiver of this written form requirement may only be agreed in writing. Electronic form shall be sufficient for compliance with the written form requirement.
- 22.5 The place of jurisdiction for actions brought by WOCO against the contractual partner shall be WOCO's registered office or, at WOCO's option, the contractual partner statutory place of jurisdiction. For actions of the contractual partner against WOCO, the respective location of WOCO shall be the place of jurisdiction.
- 22.6 If individual parts of the above Terms and Conditions of Purchase and the other contractual agreements between the parties are or become invalid in whole or in part, this shall not affect the remaining provisions and agreements. The invalid provision shall be replaced either by the statutory provision or by such provision as the parties would have permissibly made in good faith if they had been aware of the invalidity. The same shall apply to a loophole.d omissions