

General Terms & Conditions of Purchase

1. **Contract Content, Scope of Application, Supplier Code, Quotation, PO**
- 1.1. Contract terms pre-worded for a variety of contracts ("Standard Business Terms" in terms of sect. 305 BGB (German Civil Code) used by the Contractor shall not become part of the contract, even if not explicitly objected to by KOSME Germany GmbH. If KOSME Germany GmbH accepts deliveries or services without explicit objection, this cannot be interpreted as acceptance of the Contractor's contract terms by KOSME Germany GmbH. The present General Terms and Conditions of Purchase of KOSME Germany GmbH shall apply exclusively. These present Terms and Conditions shall also apply to all future business transactions between KOSME Germany GmbH and the Contractor.
- 1.2. These Terms shall apply to all services and deliveries rendered to KOSME Germany GmbH (hereinafter "Delivery Item"), irrespective of the legal nature of the contract underlying the deliveries or services.
- 1.3. All agreements made between KOSME Germany GmbH and the Contractor on the execution of the contract are to be laid down in writing. Modifications and amendments to these terms shall be subject to the prior written consent of KOSME Germany GmbH.
- 1.4. KOSME Germany GmbH is part of the KRONES Group and expects that the conduct of its contractors is in line with the ethical corporate principles of KRONES AG. The Contractor hence undertakes to comply with the KRONES AG Supplier Code, which is available online at https://www.krones.com/media/downloads/krones-supplier-code_en.pdf and includes, in particular, requirements on safety, health, environment, human rights, employee standards and anti-corruption. Compliance with the KRONES AG Supplier Code is verified by the KOSME Germany GmbH Quality Management by audits at the Contractor.
- 1.5. The Contractor shall be bound to quotations in terms of sect. 145 BGB for three months from receipt of the quotation. If the Contractor fails to accept a PO within two weeks upon receipt, KOSME Germany GmbH may revoke such PO. Call-offs shall be binding unless the Contractor objects within five days.
2. **Documentation, Documents, Modifications, Maintenance**
- 2.1. The Contractor shall separately send KOSME Germany GmbH a full technical documentation comprising at least the documents specified in Annex II 1.A. or 1.B. to the EC Machinery Directive (2006/42/EC) free of charge for the Delivery Items. The Contractor shall be obliged to provide KOSME Germany GmbH free of charge with the instructions and documents required for the use, assembly, maintenance, cleaning and repair of the Delivery Item, including, in particular, spare parts lists and sourcing references. The Contractor shall enclose the original operating instructions and maintenance instructions for specialist staff with the Delivery Items at the Contractor's own expense, as well as a user documentation for the application software, a programme documentation for the system software and system-related software and a programme development documentation for software developments subject to the contract, which are to be drawn up in the German and English language and, if requested from the Contractor by KOSME Germany GmbH, in the respective national language of the country of destination / use. The documentation owed by the Contractor is to be provided to KOSME Germany GmbH in accordance with the currently applicable standards, as hardcopy and in the usual electronic format.
- 2.2. The PO and part numbers of KOSME Germany GmbH are to be repeated on all notices, bills of lading, invoices etc. relating to the PO. Both the dispatch note and the invoice must not be enclosed to the shipment.
- 2.3. The Contractor may not claim any remuneration from KOSME Germany GmbH for quotations, acquisition planning, design work and other preliminary work. KOSME Germany GmbH shall be entitled to make free use of the business documents and information (including datasheets) made accessible by the Contractor, unless they have expressly been marked by the Contractor as confidential or classified.
- 2.4. The Contractor has to separately send KOSME Germany GmbH a declaration under the EC Machinery Directive (2006/42/EC), Annex II 1.A. or 1.B. (as amended from time to time), for the Delivery Items. The CE mark is to be attached to each product ready for use. The Contractor guarantees KOSME Germany GmbH that the Delivery Items correspond to the relevant accident prevention / work safety regulations, as well as to the acknowledged occupational health and safety-technical regulations of the Federal Republic of Germany. If the country of destination / use of the Delivery Items is known to the Contractor upon conclusion of this contract, the Delivery Items shall also comply with the rules and regulations of the place of destination / use and the delivery to such country must be admissible. The Contractor shall guarantee, in particular, that the Delivery Items are in line with the relevant EU Directives, the EC Machinery Directive, the German Act on Making Products Available on the Market (Product Safety Act, ProdSG) and the Ninth Ordinance to the Product Safety Act (Machinery Ordinance, 9th ProdSV), each as amended, and the conformity assessment procedures set forth provided in the respective regulations were performed.
- 2.5. If KOSME Germany GmbH is held liable by third parties due to the Contractor's non-observance of the stipulations indicated in paragraph 2.4, the Contractor shall indemnify KOSME Germany GmbH regarding such claims upon the first written notification. KOSME Germany GmbH shall be entitled to such indemnification claim regardless of whether the Contractor is at fault or not. The aforementioned indemnification claim of KOSME Germany GmbH towards the Contractor shall also cover all costs incurred by KOSME Germany GmbH in connection with the pursuit of rights and claims as well as all other expenses necessarily arising to KOSME Germany GmbH from or in connection with claims made by a third party.
- 2.6. Calculations, illustrations, plans, tender documents, specifications of requirements, scope statements, drawings, other documents and other data carriers as well as models and other aids shall be surrendered by KOSME Germany GmbH to the Contractor only on a temporary basis and are to be returned to KOSME Germany GmbH immediately after performance or termination of the contract without making copies of any kind whatsoever or, as desired by KOSME Germany GmbH, destroyed by the Contractor, with such destruction being proven to KOSME Germany GmbH in a suitable manner.
- 2.7. All models, appliances and other aids created by the Contractor to perform the contract shall be owned by KOSME Germany GmbH. KOSME Germany GmbH shall remain the sole owner and have sole rights of disposal to all the intellectual property rights associated with the aforementioned items. These items are to be returned to KOSME Germany GmbH after performance or termination of the contract without making copies of any kind whatsoever.
- 2.8. The items and rights owned by KOSME Germany GmbH must be neither used or otherwise utilised by the Contractor or third parties nor made accessible to third parties. They must not be reproduced in whole or in part by photocopying, microfilming, electronic storage or any other procedure.
- 2.9. Insofar as this is reasonable for the Contractor, KOSME Germany GmbH may subsequently demand modifications (expansions / reductions) to the creation and execution of the Delivery Item. If this affects essential contractual agreements (prices, deadlines), the Contractor shall notify KOSME Germany GmbH, unless otherwise agreed, within eight working days in the form of a supplementary quotation or by a note in the minutes, including a new schedule in the event of any postponement of dates. Otherwise, it shall be assumed that the change requests of KOSME Germany GmbH are within the range of the existing agreements. To the extent that the price is exceeded by the modifications, the Contractor shall notify KOSME Germany GmbH of the anticipated or estimated amount of extra costs in writing. KOSME Germany GmbH shall subsequently decide on the implementation of such modifications. Where executed, an addendum to the contract shall be drawn up.
- 2.10. If desired by KOSME Germany GmbH, the Contractor shall assume the care for the Delivery Item based on a respective maintenance and servicing contract.
3. **Delivery and Service Period**
- 3.1. The Contractor shall be obliged to adhere to the agreed delivery or service period. Any specified delivery or service dates / deadlines shall relate to the time the Delivery Item is handed over at the place of destination indicated by KOSME Germany GmbH. The timeliness of services and deliveries including erection or assembly shall be subject to their acceptance.
- 3.2. In the event of any delay in delivery or service, KOSME Germany GmbH shall be entitled to demand a lump-sum penalty of 0.5% of the agreed remuneration for each commenced week of delay, not exceeding, however, 5% of the agreed remuneration. Farther-reaching statutory claims (rescission and damages) shall remain reserved. The Contractor shall be entitled to prove to KOSME Germany GmbH that no or significantly lower damage has incurred due to the delay. KOSME Germany GmbH shall have the right to prove that it incurred higher damage.
- 3.3. The regulations under clause 3.2 shall also apply if the Contractor performs partial or complete deliveries on time but in such way that they cannot be accepted.
- 3.4. Furthermore, KOSME Germany GmbH may request indemnification by the Contractor from all damages and / or contractual penalties and / or other claims asserted by its customer against it in relation to any delay in delivery or service, if and to the extent that the Contractor is responsible for such delay in delivery or service.
- 3.5. The Contractor has to notify KOSME Germany GmbH by the Contractor's own accord of any foreseeable delays in delivery or service immediately after knowledge, at the latest when the agreed delivery or service period is exceeded.
4. **Packaging, Transport and Disposal**
- 4.1. The Contractor shall be obliged to package and load the Delivery Items in such a way as to ensure that the delivery will not suffer any damage during loading, transport and unloading. The Contractor shall be liable for damage to the Delivery Items as a result of inadequate packaging.
- 4.2. The Contractor shall bear the packaging and shipping costs. To the extent that KOSME Germany GmbH has to bear the transport and / or packaging costs, the Contractor shall be obliged to choose the respective lowest priced type of transport and / or packaging whilst ensuring the integrity of the delivery.
- 4.3. The Contractor shall be obliged to comply with the packaging regulations of Regulation of Wood Packaging Material in International Trade – Revision of ISPM No. 15 (INTERNATIONAL STANDARDS FOR PHYTOSANITARY MEASURES) – and to only use packaging wood treated in line with these regulations to perform both national and international deliveries to KOSME Germany GmbH. The Contractor shall be liable towards KOSME Germany GmbH for any damage and cost incurred by packaging material contrary to regulations being used.
- 4.4. The Contractor has to take back any kind of transport containers, tools, aids as well as packaging, in particular transport packaging. The Contractor shall bear any related costs for packaging, loading, transport up to the Contractor's place of business and unloading. KOSME Germany GmbH shall enter into an according contract for carriage on their own behalf and at the Contractor's expense. Unless the Contractor reuses the (transport) packaging taken back, the Contractor shall bear the costs incurred by KOSME Germany GmbH for its disposal. Foreign contractors shall additionally pay the customs, customs clearance costs, taxes and duties incurred due to the return of the transport containers, tools, welding gas cylinders, other aids as well as the transport packaging.

- 4.5. The Contractor has to provide KOSME Germany GmbH, at the Contractor's expense, with the delivery note (delivery order) and/or the customary transport document (e.g. a negotiable bill of lading, a non-negotiable sea waybill, a document of inland water transport, an airbill, a rail waybill, a road waybill or a multi-modal transport document) required by KOSME Germany GmbH to take over the Delivery Item under clause 7.3. If the Contractor and KOSME Germany GmbH agreed on electronic data communication, the document mentioned in the paragraph above may be replaced by a respective notice in electronic data interchange.
- 5. Supply Chain Security, Foreign Trade, Country of Origin, Preferential Right**
- 5.1. To ensure supply chain security in accordance with the requirements of the international security initiatives based on the WCO SAFE Framework of Standards such as AEO, C-TPAT and the aviation security initiatives of the BMVI, (Bundesministerium für Verkehr und digitale Infrastruktur, German Federal Ministry for Traffic and Digital Infrastructure), BMI (Bundesministerium des Innern, German Federal Ministry of the Interior), LBA (Luftfahrt Bundesamt, German Aviation Agency), EU and ICAO as well as compliance with the national and international aviation security acts, the Contractor shall issue the necessary organisational instructions and take the necessary measures for deliveries and services to KOSME Germany GmbH or to third parties specified by KOSME Germany GmbH, in particular in building protection, business partner, personnel and information security, packing and transport. The Contractor shall protect the deliveries and services against unauthorised access and tampering. The Contractor shall only use reliable personnel and shall also obligate its subcontractors to comply with the specified security standards in the supply chain.
If the Contractor culpable violates these obligations, KOSME Germany GmbH reserves the right to terminate or withdraw from the contract.
- 5.2. If the Contractor itself participates in the export, the Contractor has to notify KOSME Germany GmbH of the statistical commodity number pursuant to the current version of the Commodity Classification for Foreign Trade Statistics. In any case, technical information about form, function and condition of the Delivery Items is to be notified in writing to determine the statistical commodity number.
If the Delivery Items are covered by the EU Dual Use List of Items (Annex I to the Regulation (EU) 2021/821) or the German Export List (Annex AL to the AWW – Außenwirtschaftsverordnung, Foreign Trade and Payments Ordinance), each as amended, and this is known to the Contractor, the Contractor has to notify KOSME Germany GmbH in writing of the position applicable to this extent in the relevant list of items.
KOSME Germany GmbH shall use this data for the legally correct handling of own exports. If the Contractor is unable or unwilling to provide the data above despite the Contractor's own participation in the export, the Contractor shall be obliged to notify KOSME Germany GmbH thereof in writing without delay.
- 5.3. The Contractor undertakes to issue a supplier declaration on the preferential origin of all Delivery Items upon request of KOSME Germany GmbH. This supplier declaration must meet the regulations of the Implementing Regulation (EU) 2015/2447, including supplements, each as amended from time to time. For all Delivery Items the country of origin (non-preferential origin) and – in the case of Germany – the German federal state is to be indicated. Indication of the non-preferential origin from EU customers is valid only if the country of origin was determined pursuant to art.59 to 61 of the Union Customs Code (Regulation (EU) No. 952/2013). The Customer shall confirm application of these provisions on commercial documents or non-preferential supplier declarations. These declarations must be available to KOSME Germany GmbH within ten days upon request, at the latest, however, at the time of delivery.
- 6. Price and Payment**
- 6.1. The agreed prices shall be binding unless expressly agreed upon otherwise by the parties, with the Contractor bearing the burden of proof.
- 6.2. The agreed term of payment shall commence upon receipt of all contractually owed Delivery Items at the place of destination indicated by KOSME Germany GmbH or with their acceptance if this has been contractually agreed or provided for by law. If the Contractor's invoice is received at KOSME Germany GmbH (Purchasing) only after all contractually owed Delivery Items have been received at the place of destination indicated by KOSME Germany GmbH or, after their acceptance, the agreed term of payment shall commence only with the day of receipt of the invoice.
- 6.3. The Contractor shall invoice indicating the Delivery Items ordered by KOSME Germany GmbH and the PO number of KOSME Germany GmbH. Unless otherwise agreed in writing between the parties, KOSME Germany GmbH has to effect payment within 30 days after receipt of the proper invoice. Payment for the purpose above shall be deemed to be effected by sending or electronically entering a bank transfer order or sending a crossed cheque.
- 6.4. If KOSME Germany GmbH pays an invoice of the Contractor without raising objections, this shall not be interpreted as a confirming acknowledgement of debt regarding the settled claim or as acknowledgement of the deliveries or services as being according to contract.
- 7. Place of Performance, Handover, Passing of Risk, Force Majeure**
- 7.1. Place of performance shall be the place of destination indicated by KOSME Germany GmbH.
- 7.2. Where the Contractor's performance is the creation or adaptation of software, handover shall be effected on a suitable data carrier in machine-readable form along with the source code.
- 7.3. Where acceptance has been neither provided for by law nor contractually agreed, the risk of accidental destruction and accidental deterioration shall pass from the Contractor to KOSME Germany GmbH upon handover of the Delivery Item at the place of destination, otherwise upon the acceptance provided for by law or contractually agreed under clause 9.
- 7.4. In the event of labour disputes as well as other cases of force majeure, KOSME Germany GmbH shall be entitled to demand reasonable adaptation of the contract or release from the duty of acceptance.
- 8. Duty to Inspect and Give Notice of Defects**
- 8.1. If the Delivery Items have defects and no acceptance is made, KOSME Germany GmbH may notify obvious defects within a time limit of 14 days after the Delivery Items have been unpacked completely at the place of their intended use and hidden defects within a time limit of 14 days from their detection within the scope of application of sect. 377 HGB (German Commercial Code). Adherence to the time limits shall be subject to the time the notice of defects is sent to the Contractor.
- 8.2. In case of bulk deliveries, KOSME Germany GmbH shall only be obliged to inspect samples on a random basis. If it turns out that more than 10% of the samples fail to comply with the contractual or statutory requirements, KOSME Germany GmbH shall be exempt from any further inspections or testing and may refuse acceptance overall to the result of the sampling outcome and provide the entire delivery to the Contractor for collection.
- 8.3. If KOSME Germany GmbH are obligated by a contract to successively call off deliveries and a partial delivery has defects of quality and / or title that render its intended use impossible, KOSME Germany GmbH shall be entitled, without prejudice to any additional rights, to refrain from making any further call-offs of deliveries and payments.
- 8.4. If the Contractor is certified under DIN EN ISO 9001, rev. 2000 et seqq., KOSME Germany GmbH shall be exempt from the duty to inspect and give notice of defects under sect. 377 HGB.
- 8.5. If the Contractor and KOSME Germany GmbH have entered into a quality assurance agreement with respect to the duty of KOSME Germany GmbH to inspect and give notice of defects, its provisions shall prevail over the provisions set forth here under clause 8.
- 9. Acceptance**
- 9.1. If acceptance of the Delivery Item has been contractually agreed and / or provided for by law, KOSME Germany GmbH shall perform acceptance within 15 days of receiving the Contractor's declaration of readiness for acceptance and handover of all documents pertaining to the Delivery Item.
- 9.2. Where the Contractor's performance is the creation or adaptation of software, the created and adapted programmes shall be handed over in testable form. After the programme testing together with KOSME Germany GmbH, initially, a preliminary confirmation of the operational readiness is issued. Here, it is only stipulated that the trial operation under conditions which are similar to the production conditions may begin for the purpose of the final acceptance. The duration of the functional test and the trial operation depends on the contractual agreements. If major defects arise during trial operation, trial operation shall start from the very beginning after the defects have been rectified.
- 9.3. Acceptance shall be performed if all services and criteria set out in the performance specification are met and the Delivery Item is free of defects.
- 9.4. A written acceptance protocol of the acceptance shall be drawn up. The formal acceptance shall not be effected, however, until the Contractor has eliminated all the defects which have been discovered. Defects have to be rectified without delay, no later than within the time limit set by KOSME Germany GmbH.
- 10. Claims for Defects, Contractor's Liability**
- 10.1. The Contractor has to provide KOSME Germany GmbH with the Delivery Item free of defects in quality and title from passing of risk during limitation period of the claims for defects.
- 10.2. If the Delivery Item exhibits any defect despite the obligation above, the rights of KOSME Germany GmbH shall be governed by the regulations of these terms and, as a complement, the statutory claims for defects.
- 10.3. KOSME Germany GmbH may take measures for rectifying the defect at the Contractor's expense, have them take by third parties or procure replacement itself if the Contractor failed to act upon the written demand to rectify the defect within a reasonable time limit set by KOSME Germany GmbH or if any insolvency application has been filed in relation to the Contractor's assets. This shall also apply, without prior request, in urgent cases of operational safety being at risk or to avert disproportionate damage if such particular urgency results in it being no longer possible to notify the Contractor of the defect and the imminent damage and to set the Contractor a time limit for remedial action.
- 10.4. KOSME Germany GmbH may rectify or have minor defects rectified immediately at the Contractor's expense. Measures for rectifying defects may be implemented or initiated at the Contractor's expense without setting any time limit if delivery is effected after the Contractor has come into default and KOSME Germany GmbH is interested in the immediate rectification of the defect to avoid coming into default itself.
- 10.5. In the cases indicated in clauses 10.3 and 10.4, the Contractor is to be notified without delay. KOSME Germany GmbH shall forward to the Contractor a report on the nature and scope of the defects and the work carried out.
- 10.6. The entire costs of cure, in particular costs of troubleshooting, retrofitting, assembly and disassembly, transport, workmen's travel, work and materials costs as well as customs, including the costs arising from the Delivery Item

being subsequently taken to any place other than the place of delivery (situs), shall be borne by the Contractor.

- 10.7. The Contractor shall guarantee that the Delivery Item is free of rights of third parties, in particular of property rights of third parties, resulting in its use by KOSME Germany GmbH being excluded or impaired, or that the Contractor is authorised to further transfer such rights of use and no other applications for property rights are violated. If KOSME Germany GmbH is held liable by a third party on such grounds, the Contractor shall be obliged to indemnify KOSME Germany GmbH from such claims on first written demand. The Contractor's duty to indemnify shall relate to all expenses incurred by KOSME Germany GmbH as a result of or in connection with claims made by a third party. This shall not apply if the infringement(s) of (property) rights is / are based on plans, drawings, models or equivalent other descriptions stipulated by KOSME Germany GmbH.
- 10.8. If the Contractor fails to ensure the contractual use of the Delivery Items in a suitable manner, KOSME Germany GmbH may claim damages and withdraw from the contract.
- 10.9. KOSME Germany GmbH may demand from the Contractor indemnification from all claims of its customer if and to the extent that the Contractor has given rise to any cause giving rise to liability by the Contractor's Delivery Item. This shall apply to the indemnification from damages claims directed against KOSME Germany GmbH outside of the scope of liability of the Product Liability Act only if and to the extent that the Contractor is at fault for the cause.
- 10.10. The Contractor shall be obliged to thoroughly meet any control and monitoring duties, in particular to ensure compliance with the technical quality standards and the contractually agreed condition by way of thorough quality controls and appropriate documentation. The Contractor shall be obliged to organise the Contractor's area of control and organisation in terms of contents and staff in a way that any risks in relation to the Contractor's service and its use by KOSME Germany GmbH and its customers are eliminated.
- 10.11. If preconditions for claims of KOSME Germany GmbH against the Contractor are the sole risk and responsibility of the Contractor, the Contractor shall bear the burden of proof for the non-existence of such preconditions for claims.
- 10.12. Public statements of the Contractor, e.g. by inclusion in printed media or on the Internet, shall expand the target condition of the suitability for ordinary use by characteristics inherently not pertaining to any such condition if the public statements are such that they might result in an expectation to that effect being created on the part of KOSME Germany GmbH.

11. Producer Liability Contractor's Duty to Take Out Insurance

- 11.1. The Contractor shall indemnify KOSME Germany GmbH from its producer liability if and to the extent that the grounds for the liability of KOSME Germany GmbH can be attributed to the risks and responsibilities of the Contractor and the Contractor is responsible for the cause of the grounds for liability. This shall also apply to cases in which KOSME Germany GmbH is held liable under foreign law from its producer liability.
- 11.2. The Contractor shall also be obliged in this context to reimburse any expenses under sect. 683, 670 BGB that result from or in connection with any recall campaign performed by KOSME Germany GmbH. KOSME Germany GmbH shall inform the Contractor of the subject and scope of the recall campaign to be performed, insofar as possible and reasonable, and give the Contractor the opportunity to make a position statement.
- 11.3. The Contractor declares to guarantee for third-party damages claims based on defects of quality, regardless of culpability, within the limits of statutory regulations if the defects of quality already exist in the Contractor's Delivery Items, work or services upon passing of risk.
- 11.4. The Contractor undertakes to maintain a business and product liability insurance with a minimum coverage total of EUR 2 million as lump sum for personal injury and material damage. By way of derogation from sect. 4(1)(3.) AHB (Allgemeine Versicherungsbedingungen für die Haftpflichtversicherung, General Insurance Conditions for Liability Insurance), the coverage must also include damage abroad. The Contractor has to notify KOSME Germany GmbH of exclusions for the US / Canada coverage. The scope of this insurance must include the types of coverage of the extended product liability insurance (ProdHV) in accordance with the respective applicable model of GDV (Gesamtverband der Deutschen Versicherungswirtschaft e.V., German Insurance Association), including insurance for personal injury and material damage on account of the lack of agreed properties of the Delivery Item under clause 4.1 ProdHV; combination, intermixture and processing of the delivery products under clause 4.2 ProdHV; further treatment and processing under clause 4.3 ProdHV; disassembly and assembly costs under clause 4.4 ProdHV; rejects production by machinery under clause 4.5 ProdHV; as well as a testing and sorting cost clause under clause 4.6 ProdHV. The coverage total for damage under clauses 4.1 to 4.6 ProdHV must likewise amount to at least EUR 2 million. To the extent that the Contractor also assembles or installs the Delivery Items, the Contractor undertakes to maintain a co-insurance for activity damage with a minimum coverage total of EUR 1 million.
- 11.5. The Contractor has to provide KOSME Germany GmbH with proof of the conclusion of a liability insurance under clause 11.4 above and shall surrender an appropriate confirmation of the insurer (Certificate of Insurance) to KOSME Germany GmbH upon request. Such proof must include information, in particular, about the following aspects: (a) details of the policyholder including full address; (b) specification of the liability insurance including details of the full policy number; (c) name and full address of the insurer; (d) details on the nature of the insured damage and costs (personal injury and material damage as well as co-

insured pecuniary damage), especially in terms of producer and environmental liability as well as on the activity damage coverage. The scope of the product liability insurance must include the types of coverage of the extended product liability insurance model (ProdHV Model), including insurance for personal injury and material damage on account of the lack of agreed properties of the Delivery Item under clause 4.1 ProdHV Model; combination, intermixture and processing of the delivery products under clause 4.2 ProdHV Model; further treatment and processing under clause 4.3 ProdHV Model; disassembly and assembly costs under clause 4.4 ProdHV Model; rejects production by machinery under clause 4.5 ProdHV Model; as well as a testing and sorting cost clause under clause 4.6 ProdHV Model; (e) specification of the coverage totals; (f) specification of existing sublimits; (g) details of existing deductibles; (h) specification of the exclusions; (i) inception and end date of the policy and whether will be extended automatically; (j) geographical area of coverage; (k) conclusion of a General Product Recall Cost Insurance including coverage for third-party recall; as well as (l) confirmation of the insurer of the successful premium payments.

12. Rights of Use

- 12.1. All rights of use under copyright law, industrial property rights and legal positions similar to property rights to the contractually agreed Delivery Item and to all other written, machine-readable and other deliverables obtained as part of this contract shall pass to KOSME Germany GmbH upon their formation without any further condition and without any additional consideration.
- 12.2. These rights shall exclusively be due to KOSME Germany GmbH without any limitation in terms of region, time and content and may be extended, transferred, revised, adapted, amended, reproduced or published by KOSME Germany GmbH without the Contractor's consent.
- 12.3. KOSME Germany GmbH may use the Delivery Item free of charge. KOSME Germany GmbH shall be granted the right to file a patent application for patentable development outcomes.
- 12.4. The Contractor shall not be prevented from using the know-how obtained in the course of the contract implement for any own purposes unless this constitutes an infringement of the property rights under clause 12.1. When rendering services for third parties, however, the Contractor must not use the deliverables exclusively obtained for KOSME Germany GmbH whilst performing this contract.

13. Limitation Periods

- 13.1. The limitation periods under the statutory regulation shall apply subject to the exceptions below.
- 13.2. Where the statutory limitation period for defects of quality would be two years, it shall extend to 36 months as from passing of risk.
- 13.3. The limitation period for defects of title (clause 10.7.) shall be 48 months as from passing of risk, unless any longer period applies under law.
- 13.4. The limitation periods for Delivery Items and parts of Delivery Items replaced in the course of defect's cure as well as for Delivery Items and parts of Delivery Items on which defects have been rectified shall commence from the very beginning upon completion of defect's cure.
- 13.5. The limitation period for Delivery Items not ready for remaining in operation during the investigation of defects and cure shall extend by the period of interruption of operation due to defects.

14. Assignment, Set-Off, Retention

- 14.1. The assignment of any claims of the Contractor against KOSME Germany GmbH shall be excluded.
- 14.2. The Contractor shall not be entitled to refuse any defect rectification measure owed until the purchase price or remuneration has been paid in full.
- 14.3. KOSME Germany GmbH shall be entitled to rights of set-off and retention within the limits of statutory regulations. KOSME Germany GmbH shall be also entitled to set off its claims with claims due to a company in which KOSME Germany GmbH hold a minimum interest of 50%.

15. Duty to Inform, Secrecy and Data Protection

- 15.1. In case of a longer-lasting delivery relationship, the Contractor shall have a duty to inform with regard to all circumstances that might be relevant to KOSME Germany GmbH; this shall particularly include information about quality issues that could not be remedied, foreseeable difficulties in delivery and all changes in product properties that might affect use by KOSME Germany GmbH, even if they do not result in the Delivery Item becoming defective.
- 15.2. If the Contractor intends to discontinue its production and / or supply of the Delivery Item in whole or in part ("Discontinuation"), the Contractor shall be obliged to inform KOSME Germany GmbH at least twelve months in advance, indicating the material number of KOSME Germany GmbH and specifying alternatives (incl. relevant datasheets of alternative Delivery Items). After written notification of the Discontinuation, the Contractor shall grant KOSME Germany GmbH the possibility of a "last order", offering KOSME Germany GmbH the option, at its free choice, to ultimately place a PO, with an average delivery time valid until the Discontinuation and on the commercial terms hitherto agreed. Provision of spare parts to KOSME Germany GmbH shall be guaranteed for another ten years from the Discontinuation.
- 15.3. The Contractor shall be obliged to treat as business secrets all non-obvious commercial and technical details becoming known to the Contractor by the business relationship. The Contractor shall be obliged, in particular, to keep strictly confidential any calculations, illustrations, plans, tender documents, specifications of requirements, scope statements, drawings, other documents as well as other data carriers, models and other aids. They may be disclosed to third parties and / or used for the Contractor's own purposes beyond the

content of this contract only with the express consent of KOSME Germany GmbH. The secrecy obligation shall also apply after the implement of this contract; it shall expire if and to the extent that the knowledge, experiences and information contained in the afore-mentioned calculations, illustrations, plans, documents etc. have become generally known. KOSME Germany GmbH shall remain the sole owner and holder of the right of disposal to the items above and all relating intellectual property rights. The Contractor may disclose the contractual relationship with KOSME Germany GmbH to third parties only with its written consent.

- 15.4. The Contractor shall be responsible for ensuring that all persons entrusted by the Contractor with the performance or handling of the contract comply with the statutory provisions on data protection. The commitment to observe data secrecy as required under data privacy law must be declared prior to the initial start of the activities at the latest, and evidence of such commitment must be provided to KOSME Germany GmbH upon request. The Contractor agrees to the personal data being communicated to KOSME Germany GmbH as part of the business relationship being stored and automatically processed in the IT systems of KOSME Germany GmbH.

16. Special Provisions for Dealers

If the Contractor is a dealer, the following shall apply additionally:

- 16.1. The Contractor shall be obliged to indicate the name and address of the manufacturer when concluding the contract with KOSME Germany GmbH.
- 16.2. Upon conclusion of the contract between the Contractor and KOSME Germany GmbH, the Contractor shall assign to KOSME Germany GmbH, already accepting this assignment in advance, the Contractor's claims for compensation for defects (e.g. to purchase price reduction, as well as the damages claims, e.g. on account of necessary replacements or recalls).

17. Place of Jurisdiction, Applicable Law

- 17.1. Where the Contractor is a fully qualified merchant registered in a German Commercial Register, a legal entity subject to domestic public law or a trustee of public funds, the registered place of business of KOSME Germany GmbH shall be place of jurisdiction for any disputes arising from or in connection with the contractual relationship. In legal proceedings brought against KOSME Germany GmbH by contractors with no general place of jurisdiction in the Federal Republic of Germany, the exclusive place of jurisdiction shall also be the registered place of business of KOSME Germany GmbH. In legal proceedings brought by KOSME Germany GmbH against contractors with no general place of jurisdiction in the Federal Republic of Germany, the registered place of business of KOSME Germany GmbH shall be a further place of jurisdiction, in addition to the places of jurisdiction provided by law. Any arbitration agreements made between the parties take precedence.
- 17.2. Only the law of the Federal Republic of Germany shall apply to the inclusion of these terms of KOSME Germany GmbH and to all legal relationships arising for the contracting parties and their legal successors from the contract and any secondary and /or consequential transactions. This choice of law and the agreement on jurisdiction above shall likewise be governed by the law of the Federal Republic of Germany.