

General Terms and Conditions of Purchase of AMSilk GmbH (GTCP)

1 SCOPE, FORM

- 1.1 These General Terms and Conditions of Purchase ("**GTCP**") apply to all business relationships between AMSilk GmbH ("**we/us**") and its business partners or suppliers ("**Contractor**"). Unless otherwise agreed in writing, these GTCP shall also apply exclusively to all future orders/contracts. The GTCP shall only apply if the Contractor is an entrepreneur (*Unternehmer*, Section 14 German Civil Code ("**BGB**")), a legal entity under public law or a special fund under public law. The GTCP shall be deemed to have been confirmed by the Contractor at the latest upon commencement of the provision of services by the Contractor.
- 1.2 The GTCP shall apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), irrespective of whether the Contractor manufactures the Goods itself or purchases them from suppliers (Sections 433, 650 BGB). Unless otherwise agreed, the GTCP in the version valid at the time of our order or in any case in the version last communicated to the Contractor in text form shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case. We reserve the right to amend these GTCP at any time. The amended GTCP shall be communicated to the Contractor with a reasonable period of notice before coming into force and shall apply to all future contracts between us and the Contractor.
- 1.3 These GTCP shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the Contractor shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing and with express reference to them. This requirement of consent shall apply in any case, for example even if the Contractor refers to its General Terms and Conditions in the order confirmation or on other documents and we do not expressly object to this or accept the Contractor's performance without reservation.
- 1.4 Individual agreements (e.g. framework supply agreements, quality assurance agreements) and specifications in our order shall take precedence over the GTCP. In case of doubt, trade clauses shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.
- 1.5 Legally relevant declarations and notifications by the Contractor in relation to the contract (e.g. setting of deadlines, reminders, cancellation) must be made in writing. For the purposes of these GTCP, "in writing" shall generally mean "in writing" within the meaning of section 126 BGB. The electronic exchange of copies of hand-signed documents is sufficient for this purpose. Simple e-mails are not sufficient. Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declaring party, remain unaffected. All notices, declarations, notifications, etc. must be drawn up exclusively in German or English.
- 1.6 References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCP.

2 CONCLUSION OF CONTRACT

- 2.1 Our order shall be deemed binding at the earliest upon written submission or confirmation. However, if we indicate this on the order document, no handwritten signature is required for the order to be valid. The

Contractor must notify us of obvious errors (e.g. spelling and calculation errors) and incompleteness of the order including the order documents for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not to have been concluded. Verbal collateral agreements to the order/commission must be recorded in writing.

- 2.2 The Contractor shall be obliged to confirm Our order unchanged in writing within a period of 5 working days ("**Acceptance**"), otherwise we shall not be bound by the order.
- 2.3 Delayed Acceptance shall be deemed a new offer and requires acceptance by us.
- 2.4 We are entitled to withdraw from the contract at any time by written declaration stating the reason if
 - (a) the ordered products can no longer be used in our business operations or can only be used at considerable expense due to circumstances occurring after conclusion of the contract for which the contractor is responsible (e.g. non-compliance with legal regulations), or
 - (b) the economic circumstances of the Contractor deteriorate after conclusion of the contract to such an extent that delivery in accordance with the contract cannot be expected.
- 2.5 In the event of good cause within the framework of a continuing obligation, we shall be entitled to terminate the contractual relationship without notice.
- 2.6 Offers by the Contractor shall be made free of charge and shall be binding; cost estimates shall only be remunerated by us after written agreement. Insofar as the Contractor prepares offer or project documents, brochures, presentations or similar prior to conclusion of the contract or attends visits, meetings or other appointments with us, this shall not be remunerated by us.
- 2.7 Our order identification (date of order/commission and number) as well as the material designation and number assigned or communicated by us must be stated in all of the Contractor's documents.
- 2.8 All information including drawings and other documents which we require for the installation, operation, maintenance or repair of the delivery item must be provided to us by the Contractor in good time, unsolicited and without charge. Section 434 paragraph 2 BGB remains unaffected.
- 2.9 Drawings, drafts etc. produced by the Contractor in accordance with our special instructions shall become our unrestricted property without additional remuneration, irrespective of whether they remain in the Contractor's possession. Contradictory declarations by the contractor, e.g. on documents handed over to us, are not binding.

3 REQUESTS FOR CHANGES, CHANGES IN PERFORMANCE

- 3.1 We may request changes, additions and extensions to the contractual services at any time (change request). The Contractor may object to a change request within 2 weeks of receipt of the change request if it cannot reasonably be expected to implement the change request.
- 3.2 The Contractor is obliged to provide us with a calculation of the effort required to implement a change request, which takes into account the effects of the change on performance dates, remuneration and resources used. If the Contractor incurs additional

General Terms and Conditions of Purchase of AMSilk GmbH (GTCP)

expenses as a result of changes, the Contractor may demand an appropriate adjustment of the performance dates and remuneration.

3.3 We and the Contractor shall agree in writing on the implementation of a change request, including the resulting consequences for performance deadlines and the Contractor's remuneration (change in performance). The relevant change in performance shall only become effective upon written confirmation. However, the Contractor shall be obliged, within the bounds of what is reasonable and its operational and personnel possibilities, to begin immediately with the implementation of the change request even before the service change has been made.

3.4 If no agreement is reached on a change request, we may extraordinarily terminate the contract for the specific service to be changed if it is unreasonable for us to adhere to it without the requested change.

4 PRINCIPLES OF CO-OPERATION, PERSONNEL

4.1 The Contractor shall provide all agreed deliveries and services professionally, punctually and in accordance with the statutory provisions and contractual agreements. In doing so, the Contractor shall always apply the standard of care to be applied by experts and shall always exercise the objectively required care.

4.2 We are neither obliged to provide material, samples, tools or other objects nor to hand over specifications, plans or drawings, etc.. Insofar as these are nevertheless made available by us to the contractor, we reserve ownership and all industrial property rights to them. They may only be used by the Contractor for the duration and purposes of the supply relationship and must be returned to us in full and without retention of copies - regardless of the storage medium - upon termination. To the extent necessary for the manufacture of goods, the Contractor shall check the items and documents handed over to ensure that they are free of errors and complete and shall notify us immediately of any recognisable errors.

4.3 The Contractor is not authorized to represent us in legal transactions.

4.4 No private partnership under the BGB or other partnership is established between us and the Contractor.

4.5 The Contractor shall ensure that the deployment of its staff is carried out in accordance with all applicable statutory provisions. This includes, in particular compliance with the applicable labour law, law on the minimum wage, social security law and collective bargaining laws. The Contractor shall ensure that, as far as necessary, its deployed staff shall possess valid work permits.

4.6 There shall be no transfer of the Contractor's employees to us or vice versa within the meaning of the German Temporary Employment Act (Gesetz zur Regelung der Arbeitnehmerüberlassung, AÜG). Personnel employed by the Contractor shall not enter into an employment relationship with us, even if services are provided in our business. The Contractor may also use the staff it deploys hereunder in order to perform contracts for third parties. Only the Contractor shall have authority to issue instructions to its staff (clause 18. remains unaffected). It shall ensure that its staff are not integrated into our business.

4.7 The Contractor shall be solely and entirely responsible for the payment of wages, salaries, taxes, non-wage labour costs, in particular social security contributions,

for its staff. No obligations shall arise to or for us in this respect.

4.8 If the Contractor deploys staff in order to perform the contract, it undertakes to appoint a contact person for us. As a general principle, we shall convey any concerns in connection with the fulfilment of the contract to the contact person designated by the Contractor.

4.9 If a person deployed by the Contractor for the purposes of performing the contract is replaced by another person and an instruction by the Contractor is necessary, this shall be carried out at Contractor's expense and must be of no detriment to us. In justified cases, we may demand the replacement of a person employed by the Contractor to fulfil the contract. Such a justified case exists in particular if the person deployed has violated statutory provisions or repeatedly and seriously breached duties to be complied with pursuant to the contractual relationship to us. The costs arising from the replacement of the person shall be borne by the Contractor.

5 DELIVERY TIME AND DELIVERY DELAY

5.1 The delivery time / delivery date specified by us in the order is binding. Early deliveries without our prior written consent are not permitted. If the delivery time is not specified in the order and has not been agreed otherwise, it shall be 2 weeks from conclusion of the contract. The Contractor is obliged to inform us immediately in writing if it is likely to be unable to meet agreed delivery times - for whatever reason; our claims arising from and in connection with the following paragraph 5.2. remain unaffected.

5.2 If the Contractor does not provide its service or does not provide it within the agreed delivery time or is in default, our rights - in particular to cancellation and compensation - shall be determined in accordance with the statutory provisions. The Contractor may only rely on the absence of necessary documents/information to be supplied by us if it has not received these within a reasonable time despite a written reminder. The provisions in para. 5.3. remain unaffected.

5.3 If the Contractor is in default, we may - in addition to further statutory claims - demand compensation for our damage caused by default in the amount of 0.25% of the net price per completed calendar day, but not more than 5% of the net price of the goods delivered late in total. We reserve the right to prove that a higher loss has been incurred. The contractor reserves the right to prove that no damage at all or only significantly less damage has been incurred.

5.4 The reservation of an agreed and forfeited contractual penalty can be declared by us to the contractor in amendment of Sec. 341 para. 3 BGB until the due date of the final invoice, but at the latest until the final payment.

6 PERFORMANCE, DELIVERY, TRANSFER OF RISK, DEFAULT OF ACCEPTANCE

6.1 Without our prior written consent, the Contractor shall not be authorised to have the service rendered by third parties (e.g. subcontractors or sublicensees; hereinafter termed **subcontractors**). Consent may not be refused without objective reason. An objective reason exists in particular if safety requirements are not met. The Contractor shall bear the procurement risk for its services unless otherwise agreed in individual cases (e.g. limitation to stock).

General Terms and Conditions of Purchase of AMSilk GmbH (GTCP)

- 6.2 By entering into the contract, the Contractor warrants to us that it has implemented an appropriate and suitable due diligence process to evaluate potential subcontractors and that this due diligence process has been applied to the subcontractor for which approval is to be requested and that this process has not produced any negative results.
- 6.3 Even in the event that we have agreed to the involvement of a subcontractor by the Contractor: (i) the Contractor shall impose on the subcontractor all obligations incumbent on the Contractor towards us, insofar as this is necessary for the contractual fulfilment of the Contractor's contractual obligations; (ii) the Contractor shall ensure that the subcontractor complies with all applicable statutory provisions, in particular labour and social security provisions. The Contractor shall in all cases remain responsible and liable for the acts and omissions of the subcontractor as for its own acts and omissions; (iii) the Contractor shall be solely responsible for all costs associated with such subcontracting; and (iv) the Contractor undertakes to establish and maintain an ongoing programme for monitoring all approved subcontractors during the term of the contract. If a warning or risk arises in the course of monitoring, the Contractor shall notify us in writing as soon as possible and in any event no later than seven (7) days after the warning/risk arises.
- 6.4 The Contractor agrees that non-compliance or breach of clauses 6.1 - 6.3 shall constitute a significant breach of the respective contract concluded with us and that we shall be entitled to terminate the contract with immediate effect by written notice to the Contractor without compensation.
- 6.5 The Contractor is not authorised to make partial deliveries without our prior written consent.
- 6.6 The Contractor shall notify us of all deliveries and services in good time, at the latest 3 working days prior to dispatch, by means of a (dispatch) notice stating the type, quantity and, if applicable, the (net) weight in detail. In all shipping and order documents and in associated correspondence, in particular in dispatch notes, consignment notes and invoices, the Contractor must state the respective order details in accordance with Clause 6.8.
- 6.7 The unconditional receipt or acceptance of deliveries or services by us shall not constitute a waiver of statutory or contractual claims in our favour due to delays in delivery or performance.
- 6.8 Delivery within Germany shall be "free domicile" to the place specified in the order. If the place of destination is not specified and nothing else has been agreed, the delivery shall be made DAP (Delivered at Place according to Incoterms 2020) to our registered office Anna-Sigmund-Str. 1-3, 82061 Neuried / Munich or AMSilk GmbH Bunsenstr. 1a, 82152 Planegg / Munich (at our discretion). The respective place of destination is also the place of fulfilment for the delivery and any subsequent fulfilment (Bringschuld). All goods are to be transported and delivered packaged if their nature requires packaging during transport. The packaging must comply with all statutory and contractually agreed product, packaging and transport regulations, in particular it must be safe for transport and appropriate for the respective mode of transport. Packaging materials shall become our property. In addition to the shipping address, the order details (order no., order date, delivery point, if applicable the name of the recipient and the material designation and number assigned or communicated by us) must always be stated in the transport documents. If subcontractors are used, they must indicate the contractor as their client in correspondence and freight documents, stating the order data. The unit weight must be clearly visible and permanently affixed to loading units of 1 tonne or more.
- 6.9 All deliveries must be accompanied by the legally prescribed and contractually agreed documents, in particular delivery notes, CE/EC/EU Declaration of Conformity and all documents to be handed over in accordance with the applicable regulations on good working practice (GxP), in particular on Good Manufacturing Practice (GMP) and Good Distribution Practice (GDP).
- 6.10 The delivery must be accompanied by a delivery note stating the date (issue and dispatch), content of the delivery (article number and quantity) and our order identification (date and number). If the delivery note is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment. A corresponding dispatch note with the same content must be sent to us separately from the delivery note.
- 6.11 The risk of accidental loss and accidental deterioration of the Goods shall pass to us upon handover at the place of fulfilment. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly in the event of acceptance, unless deviating provisions have been agreed under Clause 12. Any contractually agreed proof of performance and acceptance shall be carried out free of charge for us and recorded in writing by both parties.
- 6.12 The statutory provisions shall apply to the occurrence of our default of acceptance. However, the Contractor must also expressly offer us its performance if a specific or determinable calendar time has been agreed for an action or co-operation on our part (e.g. provision of material). If we are in default of acceptance, the Contractor may demand compensation for its additional expenses in accordance with the statutory provisions (§ 304 BGB). If the contract relates to a non-fungible item to be manufactured by the Contractor (customised production), the Contractor shall only be entitled to further rights if we have undertaken to contribute and are responsible for the failure to contribute.
- 6.13 If a delivery arrives at its destination in damaged packaging, we shall be entitled to reject the delivery in its entirety without checking the contents. The costs of any return shall be borne by the Contractor. The same shall apply if a delivery is handed over in damaged packaging to us or to the transport company designated by us, if such a type of delivery has been contractually agreed.
- 7 INFORMATION ON HAZARDOUS SUBSTANCES, PRODUCT INFORMATION**
- 7.1 The delivery items must be labelled in accordance with the applicable legal regulations, in particular in accordance with § 7 German Product Safety Act (ProdSG; CE labelling) / Regulation (EC) 765/2008 and the provisions of the German Hazardous Substances Regulation and the EC/EU directives for hazardous substances/preparations.
- 7.2 In particular, the Contractor warrants that its deliveries and services fully comply with the provisions of Regulation (EC) No. 1907/2006 on the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH Regulation) and Regulation (EC) No. 1272/2008 on the Classification, Labelling and Packaging of Substances and Mixtures (CLP Regulation). In particular, the Contractor warrants that

General Terms and Conditions of Purchase of AMSilk GmbH (GTCP)

the substances contained in the goods supplied by it are registered in accordance with the REACH Regulation, where required. The Contractor shall provide us with safety data sheets in accordance with Art. 31 of the REACH Regulation or the information required in accordance with Art. 32 of the REACH Regulation without being requested to do so. The Contractor shall also provide us with the information required under Article 33 of the REACH Regulation without being requested to do so.

- 7.3 The Contractor undertakes to provide us with all necessary product information, in particular regarding composition and shelf life, e.g. safety data sheets, processing instructions, labeling regulations, assembly instructions, occupational safety measures, etc., including any changes thereto, in good time prior to delivery/service.
- 7.4 The Contractor warrants that the delivery items do not contain any gold, tin, tantalum, tungsten or compounds of the aforementioned substances originating from the Democratic Republic of the Congo or neighboring states of the Democratic Republic of the Congo. Upon request, the Contractor shall provide us with information on the origin of the aforementioned substances and/or compounds.
- 7.5 The Contractor undertakes to notify us (order@amsilk.com) of the non-preferential or preferential origin of the Goods (Regulation (EU) No. 2015/2447) within a period of fourteen (14) days of our request and on the form provided by us. Changes to the non-preferential and preferential origin of the Goods must also be notified to us in writing without delay. For delivery items that may be subject to preferential treatment in the importing country or for which proof of origin is required in the importing country due to other local import regulations, the Contractor shall enclose a corresponding proof of origin with the respective delivery (e.g. Form A, EUR 1, declaration of origin on the invoice).
- 7.6 In particular, the Contractor is obliged to inform us of any authorization requirements for (re-)exports of Goods in accordance with German, European, US export and customs regulations as well as the export and customs regulations of the country of origin of the Goods. For this purpose, the Contractor shall provide the following information in its offers, order confirmations and invoices for the relevant goods items: (i) the export list number according to Annex AL to the German Foreign Trade and Payments Regulation or comparable list items of relevant export lists, (ii) for Goods from the U.S.A. the Export Control Classification Number (ECCN) according to U.S. Export Administration Regulations (EAR), (iii) the commercial origin of the Goods and parts of the Goods, including technology and software, (iv) the statistical goods number (HS code) of the Goods, and (v) a responsible contact person for export law issues in the Contractor's company.
- 7.7 At our request, the Contractor is also obliged to provide all further foreign trade data on the Goods and components of the Goods in text form and to inform us immediately (before delivery of such Goods) of any changes to the data in text form.
- 8 PRICES AND TERMS OF PAYMENT**
- 8.1 The price stated in the order is binding. All prices include statutory value-added tax, unless this is shown separately. In addition, prices, remuneration and other monetary amounts are to be understood in euros, unless another currency has been agreed.
- 8.2 Unless otherwise agreed in individual cases, the price shall include all services and ancillary services of the Contractor (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance, customs duties). If, according to the agreement made, the price does not include packaging and the remuneration for the packaging - which is not only provided on loan - is not expressly determined, this shall be charged at the proven cost price. At our request and at our discretion, the Contractor shall take back the packaging at its own expense or bear the costs of the disposal of packaging material by us against proof and in an appropriate amount. To the extent that the Contractor's deliveries/services generate waste within the meaning of waste legislation, the Contractor shall recycle or dispose of the waste - unless otherwise agreed in writing - at its own expense in accordance with the provisions of waste legislation. Ownership, risk and responsibility under waste law shall pass to the Contractor at the time the waste is generated.
- 8.3 We shall not separately remunerate or reimburse the Contractor for services, expenses or outlays not expressly agreed in the contract (e.g. travel time, travel costs, accommodation, meals).
- 8.4 If we and the Contractor have agreed in individual cases that the Contractor's expenses or outlays will be reimbursed, the reimbursement shall only be made net plus VAT (if applicable), so that any VAT included in the Contractor's gross outlays shall be deducted for the purposes of offsetting against us.
- 8.5 All invoices of the Contractor must contain at least the following details: (i) name/corporate name, full address and account information of the Contractor, (ii) name/corporate name and full address of us, (iii) name of the responsible contact person at us (indicated by us on the order), (iv) date and number of our order, (v) remuneration (net), (vi) statutory value added tax (if applicable) together with the applicable tax rate, (vii) total invoice amount and (viii) all other information and details (invoice requirements) that may be required under the statutory provisions on value added tax, in particular the value added tax identification numbers of the Contractor and of us (if applicable), information and details (invoice requirements), in particular the VAT identification numbers of the Contractor and of us (if available), invoice number, invoice date and time of performance or performance period.
- 8.6 Invoices of the Contractor for the delivery of customary Goods must contain at least the following individual details in addition to the individual details specified in Section 8.5: (i) Goods/product description, article number (SKU) and delivery quantity of each individual item, (ii) delivery address and delivery date, (iii) customs tariff number (if applicable), and (iv) batch number (if relevant according to the applicable regulations on Good Manufacturing Practice (GMP)). This shall also apply if the Contractor provides other ancillary services in addition to the delivery of Goods (Section 8.2 shall apply).
- 8.7 Invoices of the Contractor for the provision of services that do not consist of the delivery of goods must contain at least the following details in addition to the details specified in Section 8.5: (i) type and content of the invoiced service, (ii) date and/or period of service provision, (iii) remuneration or other compensation for the service, and (iv) expenses and expenditures of the Contractor, including enclosure of corresponding documents and receipts, if agreed (Section 8.2 applies).
- 8.8 Invoices which do not contain the minimum information specified in Clauses 8.5 to 8.7 may be rejected by us

General Terms and Conditions of Purchase of AMSilk GmbH (GTCP)

and returned to the Contractor. We reserve the right to withhold payment until receipt of a proper invoice.

- 8.9 The agreed price shall be due for payment within 60 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If we make payment within 14 calendar days, the Contractor shall grant us a 3% discount on the net amount of the invoice. In the case of bank transfer, payment shall be deemed to have been made on time if our transfer order is received by our bank before expiry of the payment deadline; we shall not be responsible for delays caused by the banks involved in the payment process.
- 8.10 If the delivery or service is not in accordance with the contract, in particular if it is defective, late or incomplete, we may withhold payments until the delivery or service is provided in accordance with the contract. Any retention or set-off by us against claims of the Contractor shall not result in the loss of rebates, discounts and similar payment benefits granted by the Contractor. Other statutory and contractual rights in our favor remain unaffected.
- 8.11 The Contractor acknowledges that we may be obliged to withhold tax under certain circumstances, irrespective of the existence of any double taxation agreement. The Contractor may avoid this by submitting a certificate of exemption from the Federal Central Tax Office of Germany.
- 8.12 We shall not owe any interest on maturity. The statutory provisions shall apply to default in payment, with the exception that we shall owe default interest in the amount of five (5) percentage points above the base interest rate (Section 247 BGB) in the event of default in payment.
- 8.13 We shall be entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the extent permitted by law. In particular, we shall be entitled to withhold due payments as long as we are still entitled to claims against the Contractor arising from incomplete or defective services.
- 8.14 The Contractor shall only have a right of set-off on the basis of legally established or undisputed counterclaims.
- 8.15 The Contractor may only exercise a right of retention if its counterclaim is based on the same contract as the claim asserted by us.
- 8.16 The Contractor shall only be entitled to assign its claims arising from the contractual relationship to third parties with our written consent.

9 CONFIDENTIALITY AND RETENTION OF TITLE

- 9.1 The Contractor is obliged to keep confidential all information in any form that comes to its knowledge during and in connection with the fulfillment of the contract, e.g. technical, financial, economic, legal or tax information, personal data, trade and business secrets, know-how, procedures, developments, measured values, drawings and plans from us or from third parties ("**Confidential Information**") and - unless this is necessary to achieve the respective purpose of the contract - not to record, pass on or otherwise utilize such information. Confidential information also includes the fact that a contract has been concluded with us and the content of the contract.
- 9.2 No rights to Confidential Information shall be transferred or granted to the Contractor. Clause 9.1 above shall also apply accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and

other items which we provide to the Contractor for production. Such objects shall - as long as they are not processed - at the Contractor's expense be stored separately, marked as our property and insured to an appropriate extent against destruction and loss.

- 9.3 We do not warrant that the Confidential Information are complete, accurate or usable.
- 9.4 The Contractor shall ensure in an appropriate manner that persons and companies working for it who have access to Confidential Information are themselves subject to the aforementioned obligations and fulfill the obligations of the German Act on the Protection of Trade Secrets (GeschGehG).
- 9.5 If the Contractor is obliged to disclose Confidential Information due to a legal obligation or an administrative or court order, the Contractor shall inform us of this immediately in writing and, upon request, assist us in protecting the Confidential Information or having it protected as far as possible.
- 9.6 The Contractor shall be obliged to return all Confidential Information and reproductions thereof as well as all materials created that contain Confidential Information or allow conclusions to be drawn about them immediately upon our request or after the end of the contract or to destroy them in the most secure manner according to the current state of the art and to confirm the aforementioned actions to us in writing.
- 9.7 The confidentiality obligation shall only expire if and to the extent that the knowledge contained in the Confidential Information has become generally known. Furthermore, the Contractor shall be obliged to keep the terms of the order (with the exception of publicly accessible information) secret for a period of three (3) years after the date of delivery (in the case of continuing obligations after termination of the contract). Without our prior written consent, the Contractor may not refer to or publish the business relationship and its content in advertising material, brochures, etc. and may not exhibit delivery items manufactured for us. This includes in particular advertising and marketing of any kind, press releases and other public relations measures by the Contractor. Special confidentiality agreements and statutory regulations on the protection of secrets shall remain unaffected.
- 9.8 Any processing, mixing or combining (further processing) of provided items by the Contractor shall be carried out on our behalf. The same shall apply in the event of further processing of the delivered Goods by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.
- 9.9 Goods to be delivered shall become our property upon handover to us or to the company designated by us to accept the delivery. This shall only apply insofar as an acquisition of ownership is ultimately provided for.
- 9.10 Retention of title by the contractor is excluded, whether in the form of a simple, extended, expanded or other retention of title. We are in any case entitled to process delivered Goods or dispose of them in any other way without the Contractor's consent.

10 DEFECTIVE DELIVERY

- 10.1 The statutory provisions and, exclusively in our favor, the following supplements and clarifications shall apply to our rights in the event of material defects and defects of title of the Goods (including incorrect and short delivery as well as improper

General Terms and Conditions of Purchase of AMSilk GmbH (GTCP)

assembly/installation or defective instructions) and in the event of other breaches of duty by the Contractor.

- 10.2 In accordance with the statutory provisions, the Contractor shall be liable in particular for ensuring that the Goods are of the agreed quality when the risk passes to us. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject of the respective contract or have been included in the contract in the same way as these GTCP shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, the contractor or the manufacturer.
- 10.3 The Contractor warrants that the Goods delivered and services rendered fully comply with the statutory provisions. This includes in particular the respectively valid recognized rules of science and technology, applicable technical regulations and standards (e.g. DIN, EN, ISO, VDE) as well as the applicable occupational safety and accident prevention regulations.
- 10.4 The Contractor warrants compliance with the applicable regulations on Good Working Practice (GxP), Good Manufacturing Practice (GMP) and Good Distribution Practice (GDP), in so far as (i) the Goods supplied are medicinal products, health care products, cosmetics, foodstuffs or food supplements, (ii) are used in the manufacture, processing or packaging of the products referred to in (i), (iii) come into contact with the products mentioned in (i) in any other way or may have an effect on such products, or (iv) the applicable regulations on Good Manufacturing Practice (GMP) and Good Distribution Practice (GDP) apply to the Goods delivered or services rendered for other reasons.
- 10.5 Notwithstanding our further claims, the weight determined by us when determining the incoming Goods shall apply in the event of weight deviations, unless the Contractor proves that the weight calculated by it was correctly determined at the time of the transfer of risk using a generally recognized method. This also applies analogously to quantities.
- 10.6 In the case of Goods with digital elements or other digital content, the Contractor owes the provision and updating of the digital content in any case to the extent that this results from a quality agreement in accordance with the above Section 10.2 or other product descriptions of the manufacturer or on its behalf, in particular on the Internet, in advertising or on the label of the Goods.
- 10.7 We are not obliged to inspect the Goods or make special investigations into any defects at the time of conclusion of the contract. Partially deviating from Sec. 442 para. 1 sentence 2 BGB, we are therefore entitled to claims for defects without restriction even if the defect remained unknown to us at the time of conclusion of the contract as a result of gross negligence.
- 10.8 The statutory provisions (§§ 377, 381 German Commercial Code (HGB)) shall apply to the commercial obligation to inspect and give notice of defects with the following provision: Our obligation to inspect shall be limited to defects which become apparent during our incoming goods inspection under external examination including the delivery documents (e.g. transport damage, incorrect and short delivery) or which are recognizable during our quality control in the random sampling procedure. If acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into

account the circumstances of the individual case. Our obligation to give notice of defects discovered later (hidden defects) remains unaffected. Notwithstanding our duty to inspect, our complaint (notification of defects) shall in any case be deemed to be immediate and timely if it is sent within 2 weeks of discovery in the case of hidden defects.

- 10.9 If we discover during the inspection of the goods for obvious defects that parts of the scope of delivery do not comply with the statutory or contractual requirements, we may reject the entire delivery.
- 10.10 Subsequent performance shall also include the removal of the defective Goods and the reinstallation of the defect-free Goods, provided that the Goods were installed in another item or attached to another item in accordance with their nature and intended use before the defect was discovered; our statutory claim to reimbursement of corresponding expenses (disassembly and installation costs) shall remain unaffected. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs as well as any disassembly and installation costs, shall be borne by the Contractor even if it turns out that there was actually no defect. Our liability for damages in the event of unjustified requests to remedy defects shall remain unaffected; however, we shall only be liable in this respect if we recognized or were grossly negligent in not recognizing that there was no defect.
- 10.11 Notwithstanding our statutory rights and the provisions in Section 10.7 above, the following shall apply: If the Contractor fails to fulfill its obligation to provide supplementary performance - at our discretion by remedying the defect (*Nachbesserung*) or by delivering a defect-free item (*Ersatzlieferung*) - within a reasonable period set by us, we may remedy the defect ourselves or have it remedied by a third party and demand reimbursement of the expenses required for this or a corresponding advance payment from the Contractor. If subsequent performance by the Contractor has failed or is unreasonable for us (e.g. due to particular urgency, danger to operational safety or imminent occurrence of disproportionate damage), no deadline need to be set; we shall inform the Contractor of such circumstances immediately, if possible in advance. The Contractor shall be entitled to a maximum of 2 attempts of subsequent performance.
- 10.12 Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, we shall be entitled to compensation for damages and expenses in accordance with the statutory provisions.
- 10.13 The unconditional acceptance of deliveries or services or their temporary use as well as the payment of prices, remuneration or other sums of money shall not affect any of our rights (no waiver or loss of rights) and, where applicable, shall not constitute acceptance.

11 SUPPLIER RECOURSE

- 11.1 Our statutory claims for expenses and recourse within a supply chain (supplier recourse pursuant to Sections 478, 445a, 445b or Sections 445c, 327 para. 5, 327u BGB) shall accrue to us without restriction in addition to the claims for defects. In particular, we are entitled to demand exactly the type of subsequent performance (rectification or replacement delivery) from the contractor that we owe our customer in the individual case; in the case of Goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates. Our

General Terms and Conditions of Purchase of AMSilk GmbH (GTCP)

statutory right of choice (Section 439 para. 1 BGB) is not restricted by this.

11.2 Before we acknowledge or fulfill a claim for defects asserted by our customer (including reimbursement of expenses pursuant to Sections 445a para. 1, 439 para. 2, 3, 6 sentence 2, 475 para. 4 BGB), we shall notify the contractor and request a written statement, briefly explaining the facts of the case. If a substantiated statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the Contractor shall be responsible for providing counter-evidence.

11.3 Our claims arising from supplier recourse shall also apply if the defective Goods have been combined with another product or further processed in any other way by us, our customer or a third party, e.g. by installation, attachment or installation.

12 SPECIAL PROVISIONS FOR WORK PERFORMANCES

12.1 The Contractor is obliged to notify us of the readiness for acceptance of the work services at least 10 working days in advance, unless the nature, scope or complexity of the work service requires a longer notification period. We shall be entitled to inspect the functionality of the services released by the Contractor for acceptance free of charge within 20 working days of receipt of the relevant declaration by the Contractor, unless the nature, scope or complexity of the work performance requires a longer inspection period. The acceptance of work services must be carried out formally in all cases. Partial acceptance and fictitious acceptance are excluded. This shall also apply if we use the work services without having declared acceptance beforehand. Any costs of acceptance shall be borne by the Contractor.

12.2 The Contractor shall remedy defects in the work performance by subsequent performance, at our discretion either by rectification or by replacement delivery. If the rectification of the same defect fails several times (at least three times) and if it is unreasonable for us to wait any longer, we may withdraw from the contract or reduce the agreed remuneration after the expiry of a reasonable grace period and a threat of refusal. In addition, we may demand compensation for damages or reimbursement of any wasted efforts within the framework of the statutory provisions. Our right to self-performance in accordance with Sections 634 No. 2, 637 BGB remains unaffected.

12.3 In deviation from the statutory limitation period, claims by us for defects in a work, whose success consists in the manufacture, maintenance or modification of an item or in the provision of planning or monitoring services for this, shall become time-barred 3 years after acceptance. The statutory limitation periods shall apply to our claims for defects in other works.

12.4 In the case of the provision of construction services, the Contractor shall be obliged to present us with a valid certificate of exemption from the competent tax office at the time of the provision of the service without being requested to do so.

13 SPECIAL PROVISIONS FOR THE RENTAL OF MOVABLE PROPERTY

13.1 We are not obliged to provide rental collateral or other security deposits.

13.2 We are entitled to sublet the rental object in whole or in part and to allow third parties to use it. We shall be

entitled to permit the third party to sublet and transfer use of the leased property.

14 SPECIAL PROVISIONS FOR SOFTWARE AND IT SERVICES

14.1 The Contractor is obliged to always provide us software with suitable documentation and, in the case of individual software, to make the source code created in this context available to us. If the performance of a test or trial operation is agreed, the Contractor shall instruct us to the necessary extent at its own expense.

14.2 In the case of the procurement of standard software on a permanent basis, the Contractor shall grant us a non-exclusive, irrevocable right of use to the software and the associated documentation, unlimited in terms of time, space and content, at the time the software is provided.

14.3 In the case of the procurement of standard software on a temporary basis, the Contractor shall grant us a non-exclusive right to use the software and the associated documentation at the time of the provision of the software, which right shall be unlimited in terms of territory and content and limited to the term of the contract. The Contractor shall continuously develop the standard software provided to us on a temporary basis and provide us with upgrades and new versions of the software on a regular basis, but at least once a year.

14.4 We are entitled to the comprehensive use of standard software provided by the Contractor on a permanent or temporary basis for use in accordance with the contract. The authorized use includes the execution and storage of the software (including installation) on and loading into IT systems as well as the processing of own data stocks by the software. Authorized use also includes the right to make copies for backup and archiving purposes and to process and develop programs running together with such software by third parties for us, in particular to establish interoperability with neighboring systems and programs.

14.5 In the case of the procurement of individual software and IT consulting services/expert reports, the provisions on the transfer and granting of rights to work results pursuant to clauses 16.3 - 16.8 shall apply. In addition to the software, these rights shall also extend to its source code and the associated documentation.

14.6 For individual software, the implementation and adaptation of standard software as well as for expert reports, the provisions on the contract for work and services under Clause 12 shall apply accordingly.

14.7 The granting of non-exclusive rights of use always includes the authorization for third parties to exercise the rights of use solely for our purposes. This also applies to our right to transfer the rights of use to third parties. We may also have the rights of use of the software and documentation be exercised by a third party at a different location and on systems not belonging to us for our purposes, for example in a third-party data center.

14.8 Insofar as special license provisions of third parties are to apply to the use of the software provided by the Contractor, the Contractor shall provide us with these license provisions in full in printed or printable form prior to conclusion of the contract. If such provision is not made, the rights of use granted in these GTCP shall apply exclusively.

14.9 Insofar as maintenance services have been agreed in connection with the standard software or individual software provided by the Contractor on a permanent

General Terms and Conditions of Purchase of AMSilk GmbH (GTCP)

basis, the Contractor shall keep the software up to date with the currently recognized state of the art and free of faults and shall rectify any errors that occur. Our statutory rights in the event of material defects and defects of title shall remain unaffected.

14.10 The provisions on the transfer and granting of rights to work results pursuant to Sections 16.3 - 16.8 shall apply to results, documents and other data in any form whatsoever that arise during or in connection with the use of software provided by the Contractor.

15 PRODUCER LIABILITY

15.1 If the Contractor is responsible for product damage, it shall indemnify us against third-party claims to the extent that the cause lies within its sphere of control and organization and it is itself liable in relation to third parties.

15.2 Within the scope of its indemnification obligation, the Contractor shall reimburse expenses pursuant to Sections 683, 670 BGB arising from or in connection with claims asserted by third parties, including recall actions carried out by us. We shall inform the Contractor of the content and scope of recall measures - as far as possible and reasonable - and give it the opportunity to comment. Further statutory claims remain unaffected.

15.3 The Contractor shall take out liability insurance and product liability insurance with a lump sum coverage of at least EUR 10 million for liability insurance and EUR 10 million for product liability insurance per personal injury/property damage and maintain it for the duration of the contractual relationship, including warranty and limitation period. The Contractor shall send us a copy of the liability / product liability insurance at any time upon request. A lower amount of cover must be agreed with us in each individual case. The Contractor's insurance obligations regulated in this Clause 15.3 shall apply without prejudice to all of our statutory and contractual rights.

16 PROPERTY RIGHTS

16.1 In accordance with this Section 16.1, the Contractor warrants that the products supplied by it do not infringe any third-party property rights (in particular patent rights, copyrights or other intellectual property rights) in countries of the European Union or other countries in which it manufactures the products or has them manufactured and distributed. He shall be obliged to indemnify us against all claims asserted against us by third parties due to such infringement of industrial property rights and to reimburse us for all necessary expenses (including court and legal costs) in connection with such claims. This shall not apply if the Contractor proves that it is neither responsible for the infringement of industrial property rights nor should have been aware of it at the time of delivery if it had exercised due commercial care. We are not entitled to make any agreements with the third party - without the consent of the Contractor - to the detriment of the Contractor.

16.2 Further legal claims in our favor due to defects of title of the products delivered to us remain unaffected.

16.3 The Contractor shall transfer to us all ownership and property rights to all tangible and intangible objects, creations and other (intermediate) results, in whatever form, which are or were created individually for us in connection with the performance of the contract (collectively: **work results**). This includes all registered and unregistered intellectual property rights, including industrial property rights and similar rights, in particular trademarks, patents, utility models and

registered designs, designs, names, copyrights and neighboring rights, technical and operational know-how, rights to Internet domains, the rights from corresponding applications and registrations of such rights as well as rights and claims to these rights and on these rights.

16.4 Insofar as the transfer pursuant to Section 16.3 is not possible for legal reasons, the Contractor shall grant us the exclusive, transferable and sublicensable right, unlimited in terms of time, space and content, to use the work results in all known or currently unknown ways to the widest possible extent. This includes, in particular, the right to reproduce, distribute, publish, exhibit, present, perform, show, make publicly accessible, send, retransmit and otherwise reproduce the work results in any form, in all media, in all services, via all transmission channels and irrespective of the means and devices used for this purpose. This also includes the right to change, translate, edit and otherwise transform the work results and to use the results created in this way as described above.

16.5 We hereby accept the above transfers and grants of rights, but we are not obliged to exercise these rights. Insofar as this is necessary for the effective acquisition of the aforementioned rights, the Contractor shall repeat the aforementioned transfers and grants of rights at the time of the creation of the respective work results. We accept these transfers and grants of rights in each case. The above transfers and grants of rights are irrevocable to the extent permitted by law.

16.6 The Contractor agrees that it shall not be named and designated as the author in the context of the utilization of the work results and that we shall not be obliged to make the work results accessible to the Contractor. We are entitled to the exclusive and unrestricted registration of property rights in our own name.

16.7 The Contractor undertakes to take all necessary actions to effect the aforementioned transfers and grants of rights and to support us in registering, securing and maintaining rights to the work results.

16.8 The above-mentioned transfers and grants of rights shall also apply beyond the end of the contract and, like the production of the corresponding work results and their subsequent use, shall be fully compensated by the contractually agreed remuneration, subject to mandatory statutory provisions.

16.9 Even if industrial property rights of the Contractor exist, we or third parties commissioned by us may carry out repairs to the delivery item.

17 SPARE PARTS

17.1 The Contractor is obliged to keep spare parts for the products delivered to us in stock for a period of at least 5 years after delivery.

17.2 If the Contractor intends to cease production of spare parts for the products delivered to us on or after expiry of the period specified in Clause 17.1, it shall notify us of this with a reasonable lead time. In this case, we shall have the right to place a final order for the Goods and/or spare parts to a reasonable extent, which the Contractor shall fulfill.

18 FACTORY PREMISES AND SAFETY GUIDELINES

18.1 When entering and driving on our factory premises, the safety instructions of our specialist personnel must be followed. In all other respects, the Contractor must inform itself about the applicable factory regulations (e.g. safety regulations and house rules) and comply with them.

General Terms and Conditions of Purchase of AMSilk GmbH (GTCP)

18.2 The Contractor is obliged and will oblige its deployed personnel to comply with all internal safety guidelines brought to its attention by us, including information security guidelines (ISRM guidelines) and guidelines on safety, health and environmental protection (HSE guidelines) (overall **safety guidelines**), insofar as these are applicable to the provision of services. If, for any reason, the Contractor is unable to comply with any of our safety guidelines, the Contractor shall submit a request for an exemption to its designated contact person at our company. The granting of such an exception is at our discretion and can only be carried out by the Contractor's contact person designated by us for this purpose. If the Contractor is only made aware of security guidelines after the contract has been concluded and if the Contractor is unable to comply with the security guidelines or is only able to do so at considerable additional expense, it must inform us of this immediately in writing. In this case, we and the Contractor will make best efforts to find an appropriate solution and, if necessary, to adapt the contractual agreements.

19 LIABILITY

19.1 We, our legal representatives and our employees shall only be liable, irrespective of the legal grounds, for gross negligence, intent or if the breached obligation is of essential importance for achieving the purpose of the contract (cardinal obligations). In the event of simple negligent breach of cardinal obligations, our liability for damages and reimbursement of expenses shall be limited to the foreseeable damage typical for the contract. This shall not apply insofar as we are mandatorily liable in the event of injury to life, limb or health or for damage to privately used items under the Product Liability Act or for other mandatory reasons. Any further liability on our part is excluded.

19.2 The Contractor's liability shall be determined in accordance with the statutory provisions.

20 LIMITATION PERIOD

20.1 The reciprocal claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise stipulated below.

20.2 Notwithstanding section 438 para. 1 no. 3 BGB, the general limitation period for claims for defects is 3 years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for third-party claims for surrender in rem (section 438 para. 1 no. 1 BGB) shall remain unaffected; claims arising from defects of title shall in no case become time-barred beyond this as long as the third party can still assert the right - in particular if the claim is not yet time-barred - against us.

20.3 The limitation periods under German sales law, including the above extension, shall apply - to the extent permitted by law - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (Sections 195, 199 BGB) shall apply, unless the application of the limitation periods of the German Law on Sales leads to a longer limitation period in individual cases.

20.4 Except in the cases of suspension of the limitation period provided under the law, the limitation period for claims and rights in the event of defects shall also be suspended during the period between notification of the defect and remedy of the defect.

21 COMPLIANCE WITH LAWS

21.1 The Contractor is obliged to comply with the relevant statutory provisions in connection with the contractual relationship. This applies in particular to anti-corruption and money laundering laws as well as antitrust, labor and environmental protection regulations.

21.2 If the Contractor has demonstrably entered into an agreement or concerted practice with regard to the Goods for the contract territory that constitutes a prohibited and non-exempt restriction of competition, the Contractor shall pay us 15 % of the net price that we have paid for the products affected by this as liquidated damages. Our right to prove and claim higher damages and the Contractor's right to prove and claim lower damages shall remain unaffected by this.

21.3 The Contractor shall ensure that the products supplied by it comply with all relevant requirements for placing on the market in the European Union and the European Economic Area. He shall prove conformity to us upon request by submitting suitable documents.

21.4 The Contractor shall make reasonable efforts to ensure compliance by its subcontractors with the obligations incumbent on the Contractor under these Clauses 21.1 and 21.2.

21.5 The Contractor shall ensure within the framework of the negotiation, execution and termination of the contract concluded with us compliance with Regulation (EU) 2016/679 (General Data Protection Regulation (GDPR)) and other legal requirements applicable in the specific case for the processing of personal data and compliance with them by the personnel deployed by the Contractor. In particular, the Contractor shall take sufficient technical and organizational measures (Art. 32 GDPR) to ensure a level of protection of personal data appropriate to the risk.

21.6 Insofar as the Contractor comes into contact with personal data of us (in particular of employees or contractual partners) as intended in the course of the provision of services, the Contractor shall - insofar as this is necessary in accordance with the applicable data protection law - conclude an agreement with us on commissioned processing (Art. 28 GDPR) or an agreement on joint responsibility (Art. 26 GDPR).

21.7 We shall be entitled to terminate the contract in whole or in part if the Contractor culpably breaches its obligations under this Section 21 and fails to comply with them within a reasonable period of time set by us or if the Contractor intentionally or grossly negligently breaches the data protection obligations to be fulfilled by it.

22 QUALITY MANAGEMENT

22.1 The Contractor is obliged to maintain a quality management system in accordance with DIN EN ISO 9001 or DIN EN ISO 14001 or an equivalent quality management system corresponding to its field of activity.

22.2 We are entitled to inspect the Contractor's quality management system in consultation with the Contractor at least once per calendar year at the Contractor's expense.

23 DECLARATIONS ON SECURITY IN THE SUPPLY CHAIN

23.1 The Contractor declares that Goods which it produces, stores, transports, delivers to or takes over from us and/or Authorized Economic Operators (AEO) within the meaning of the customs regulations of the European Union or the World Customs Organization

General Terms and Conditions of Purchase of AMSilk GmbH (GTCP)

(WCO) on our behalf (i) are produced, stored, processed and loaded at secure premises and secure transshipment locations and (ii) are delivered to or taken over by these parties during the period of the order, (i) are produced, stored, treated or processed and loaded at secure premises and at secure transshipment points, and (ii) are protected against unauthorized access during production, storage, treatment or processing, loading and transport.

23.2 The Contractor also declares that (i) any personnel deployed for the production, storage, working or processing, transportation and receipt of the above-mentioned Goods are reliable, as well as that (ii) business partners acting on its behalf have been instructed that they must also take measures in order to ensure security in the aforementioned supply chain.

24 RESPONSIBLE PROCUREMENT AND RISK MANAGEMENT IN RELATION TO THIRD PARTIES

24.1 The Contractor expressly agrees that we may disclose information about the Contractor (including, where necessary, personal data) to agents/third parties that we engage for the purpose of conducting and facilitating assessments in relation to its third party risk management processes (such assessments, TPRM assessments and such third party engagements, Risk Management Agents). The Contractor shall (i) cooperate appropriately with us and any Risk Management Officer in conducting due diligence and assessments forming part of a TPRM assessment, including responding to any questionnaires (Questionnaire for Third Parties); (ii) will allow us and/or the Risk Management Officers to conduct a pre-contractual audit in respect of the risk areas falling within the scope of the TPRM as set out in our Third Party Code, which will be made available to the Contractor on request, and shall provide all reasonable support and co-operation to facilitate such audits; and (iii) confirms that records, documents and similar information provided for the purposes of a TPRM assessment/audit may be retained in compliance with applicable law.

24.2 The TPRM assessment process aims to promote the social and environmental values of the United Nations Global Compact with specific third parties with whom we work. In connection with this, the Contractor shall: (i) comply with the Third Party Code (*Lieferantenkodex*) (and any published updates), which can be viewed and downloaded at www.amsilk.com/contact/ and be requested free of charge by e-mail (order@amsilk.com); (ii) in compliance with section 8. of the Third Party Code (*Lieferantenkodex*), to provide information/documentation to us and the respective agent upon reasonable request so that we can verify compliance with the Third Party Code (*Lieferantenkodex*) in the requested form; (iii) rectify any identified breaches of the Third Party Code (*Lieferantenkodex*) (where capable of remedy) and report remediation progress to us and the relevant agents on request; (iv) ensure that any subcontractors of the Contractor approved by us for the supply of Goods or services under clause 6.1 also comply with the above requirements in relation to the Third Party Code; and (v) at our request cooperate fully (at its own expense) with us and the relevant Agents in completing and returning the Questionnaire for Third Parties (and any updates thereto requested during the term of the Contract). The Contractor warrants that the information provided in the Questionnaire for Third Parties (whether submitted prior to the conclusion of the Contract or during the term of the Contract, including any updates thereto) is accurate and complete (and the information shall be deemed to form part of the Contract). For the avoidance of doubt, this

subparagraph (v) applies only to the Contractor and not to subcontractors engaged under the terms of these GTCP. The Contractor acknowledges and agrees that the Third Party Code (*Lieferantenkodex*) forms an integral part of these GTCP and understands that failure to comply with the Third Party Code (*Lieferantenkodex*) and/or obstructing/denying us the audit rights set out in the Third Party Code (*Lieferantenkodex*) shall constitute a material breach of the respective contract concluded with us and we shall be entitled to terminate the contract at any time and with immediate effect by written notice to the Contractor without compensation.

25 CHOICE OF LAW AND JURISDICTION

25.1 These GTCP and the contractual relationship between us and the Contractor shall be governed by the law of the Federal Republic of Germany to the exclusion of international private law and international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

25.2 If the Contractor is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office in Neuried / Munich, Germany. The same applies if the contractor is an entrepreneur within the meaning of section 14 BGB. However, in all cases we shall also be entitled to bring an action at the place of performance of the delivery obligation in accordance with these GTCP or a prior individual agreement or at the general place of jurisdiction of the Contractor. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

26 FINAL PROVISIONS

26.1 The German version shall prevail in the interpretation. The English version is merely a non-binding translation.

26.2 For the purposes of these GTCP, 'in particular' and 'including' or 'e.g.' shall mean in each case 'but not being limited to in particular or including or e.g.'

26.3 There are no oral collateral agreements.

26.4 In the event that a provision of these GTCP is or becomes wholly or partially void, invalid, impracticable or unenforceable, the validity and enforceability of the remaining provisions of these GTCP shall not be affected. We and the Contractor shall be obliged to agree on a provision to replace the defective provision which comes as close as possible to what they would have agreed if they had realized that the provision was defective, taking into account the spirit and purpose of these GTCP and within the scope of what is legally possible. This severability clause is not intended to merely have the effect of reversing the burden of proof, but is intended to exclude the application of section 139 BGB in its entirety.