

## General Terms and Conditions of Purchase for Deliveries and Services to OD-OS GmbH

### 1 SCOPE OF APPLICATION

- 1.1 These General Terms and Conditions for Deliveries and Services ("GTCP") shall apply to all business relations between OD-OS GmbH with its registered office in Teltow ("OD-OS" or "we") and business partners who deliver goods or provide services to OD-OS ("SUPPLIER"; OD-OS and SUPPLIER hereinafter each individually also a "Party" and jointly the "Parties"). The GTCP shall only apply if the SUPPLIER is an entrepreneur (Section 14 of the German Civil Code (*Bürgerliches Gesetzbuch*)), a legal entity under public law or a special fund under public law.
- 1.2 These GTCP shall apply in particular to agreement for the purchase of (i) movable goods ("Goods") and (ii) services ("Services"; (i) and (ii) together "Contractual Services") by OD-OS, irrespective of whether the SUPPLIER manufactures/performs the Contractual Services itself or procures them from third parties (Sections 433, 650 German Civil Code (*Bürgerliches Gesetzbuch*)). Unless otherwise agreed, these GTCP shall apply in the version valid at the time of the order placed by OD-OS, in any case in the version last provided to the SUPPLIER in text form, as a framework agreement also for similar future agreements, without OD-OS having to refer to the validity of these GTCP again in each individual case.
- 1.3 These GTCP shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the SUPPLIER shall only become part of the agreement if and to the extent OD-OS has expressly consented to their application, at least in text form. This requirement of consent shall apply in any case, e.g., even if OD-OS accepts or pays for a Contractual Service without reservation in the knowledge of the SUPPLIER's general terms and conditions. Similarly, any previously agreed contractual terms and conditions of the SUPPLIER which conflict with or supplement these GTCP shall no longer be recognized and shall cease to apply by mutual agreement upon acceptance of these GTCP.
- 1.4 Individual agreements made with the SUPPLIER in individual cases (including collateral agreements, supplements and amendments) shall in all cases take precedence over these GTCP. Subject to proof to the contrary, the content of such agreements shall be governed by an agreement with or confirmation by OD-OS at least in text form.
- 1.5 Legally relevant declarations and notifications by the SUPPLIER (e.g., setting of deadlines, notification of defects, withdrawal or reduction) must be made at least in text form. Legal formal requirements remain unaffected.
- 1.6 References to the applicability of statutory provisions made in these GTCP shall only have clarifying significance. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCP.

### 2 CONCLUSION OF AGREEMENT

- 2.1 Offers of the SUPPLIER shall be binding upon receipt by OD-OS and may be accepted by OD-OS within a period of two (2) weeks.
- 2.2 The SUPPLIER may accept orders from OD-OS which are not preceded by an offer from the SUPPLIER within one (1) week after receipt of the order. Acceptance of the order by the SUPPLIER may be effected by signing the order or by providing an order confirmation. The SUPPLIER shall send a signed copy of the order or the order confirmation to OD-OS. If the SUPPLIER does not expressly confirm an order by OD-OS, the unconditional delivery or performance of the Contractual Service by the SUPPLIER shall be deemed to be acceptance of the order.
- 2.3 OD-OS rejects amendments to an order by the SUPPLIER. They shall constitute a counter-offer by the SUPPLIER, which shall always require express acceptance by OD-OS at least in text form.

### 3 GENERAL PERFORMANCE OBLIGATIONS OF THE SUPPLIER

- 3.1 The SUPPLIER shall always perform the Contractual Services in a professional manner, in compliance with the generally recognized rules and the current state of science and technology as well as the statutory regulations, guidelines and technical standards valid at the time of performance.
- 3.2 All Contractual Services shall be rendered at the agreed date at the agreed place of performance.
- 3.3 Goods delivered by the SUPPLIER to OD-OS must comply with the laws and regulations applicable at the time of manufacture of the Goods at the intended place of use of the Goods, but at least with the applicable laws and regulations of the Federal Republic of Germany and the European Union.
- 3.4 Unless otherwise expressly agreed, the SUPPLIER shall ensure that the Contractual Services comply with all relevant requirements for placing it on the market in the European Union and the European Economic Area. The SUPPLIER shall prove at its own expense the conformity of the Contractual Services in accordance with the relevant

- statutory provisions by means of suitable evidence, in particular certificates or expert opinions of qualified experts.
- 3.5 The SUPPLIER shall deploy sufficiently qualified personnel in the performance of the Contractual Service. The SUPPLIER may only use third parties (subcontractors) in the performance of the Contractual Services with the prior written consent of OD-OS. Subcontractors shall act as vicarious agents (*Erfüllungsgehilfen*) of the SUPPLIER.
- 3.6 The SUPPLIER is obliged to inform OD-OS of any licensing obligations in the case of (re-)exports of the Goods in accordance with German and European export and customs regulations, the export and customs regulations of the EEA and the country of origin of the Goods. It shall notify OD-OS in writing of all foreign trade data relating to the Goods and their components in good time before delivery of the Goods.

### 4 FACTORY ACCEPTANCE TEST

- 4.1 If the Goods are a production plant (hereinafter "Plant"), a preliminary acceptance (factory acceptance test (*Werksabnahme*)) shall take place prior to the delivery of the Plant in accordance with the following provisions, unless otherwise agreed in an individual case.
- 4.2 The factory acceptance test shall take place at the agreed location, usually at the SUPPLIER's factory.
- 4.3 The factory acceptance test is not an acceptance in the legal sense and has no legal consequences. In particular, the warranty rights of OD-OS shall not be affected by the factory acceptance. As far as possible, the Plant shall be completely assembled for the factory acceptance test.
- 4.4 During the factory acceptance test, the essential functions of the Plant will be checked. As far as possible, a test run of the Plant takes place during the factory acceptance test. During the test run, the performance of the Plant will be simulated and the behaviour of the Plant will be checked.

### 5 DELIVERY / PERFORMANCE TIME

- 5.1 Agreed dates and deadlines for the performance of Contractual Services or the delivery of Goods are binding. The time of receipt of the Goods at the respective place of destination (cf. sec. 8.1) is decisive for the question of whether the delivery was on time.
- 5.2 THE TIMELINESS OF THE PROVISION OF CONTRACTUAL SERVICES IS A CONTRACTUAL OBLIGATION. All Contractual Services must be provided on the dates or within the periods specified in the order or otherwise agreed between the Parties at least in text form. Non-compliance with dates and/or deadlines is a serious breach of agreement by the SUPPLIER.
- 5.3 If the SUPPLIER is unable to meet agreed dates or deadlines, it shall notify OD-OS without delay, stating the reasons and the expected duration of the delay.
- 5.4 If the SUPPLIER defaults on the provision of Contractual Services, it shall owe OD-OS – without prejudice to any other rights – a contractual penalty of 0.2% of the net price of the Contractual Services in default for each working day of the default. "Working days" within the meaning of these GTCP are all days from Monday to Saturday with the exception of public holidays at the registered office of OD-OS. The contractual penalty shall be limited in total to 5% of the net price of the Contractual Services in default. The contractual penalty shall be set off against any additional damage caused by the delay; the assertion of further claims for damages in addition to the contractual penalty shall remain unaffected.
- 5.5 In all other respects the statutory provisions shall apply to claims by OD-OS in the event of default. Acceptance of a delayed Contractual Service shall not constitute a waiver of claims.
- 5.6 In the case Contractual Services are provided in connection with the installation of new or the expansion, conversion or modification of existing IT infrastructure and or manufacturing and test facilities and which are identified as such in our orders, the SUPPLIER shall, in addition to compensating us for the damage incurred, pay a contractual penalty of 1% of the net order value for these Contractual Services for each commenced week of delay up to a maximum total of 10% of the net order value for these Contractual Services.

### 6 RIGHT OF WITHDRAWAL

- In the case of orders which provide for a delivery or performance period of more than three (3) months, we shall be entitled to withdraw from the agreement at any time up to two (2) months before the delivery or performance date against payment of a cancellation fee to be determined by the Parties in good faith, which shall not exceed 10% (ten percent) of the net order value.

### 7 PRICES, TERMS OF PAYMENT

- 7.1 The prices stated by us in the order are binding and apply to the Contractual Services to be provided by the SUPPLIER under this order. Unless otherwise agreed, all prices are fixed prices, i.e. they

include the Contractual Services as well as all ancillary services and ancillary costs of the SUPPLIER (in particular proper packaging, customs, transport costs including any transport and liability insurance, any costs of travel to and from the place of performance including accommodation costs and expenses, allowances for overtime, late work, night work, work on Sundays and public holidays, allowances for hardship), unless otherwise agreed in the individual case. The prices are subject to statutory VAT.

- 7.2 If the agreement is based on a cost estimate of the SUPPLIER, this shall be binding. The SUPPLIER may only claim remuneration in excess of the remuneration stated in the cost estimate if the Parties have agreed this in writing in advance.
- 4.1 Payments by OD-OS shall be made within 30 calendar days after complete performance of the Contractual Services ordered – including any agreed acceptance – and receipt of a meaningful, verifiable and comprehensible invoice. Invoices must show the VAT identification number of the SUPPLIER. If OD-OS makes payments within 14 calendar days, the SUPPLIER shall grant OD-OS a 2% discount on the net amount of the invoice.
- 7.3 In the case of bank transfers, payments from OD-OS shall be deemed to have been made in good time if the transfer order is received by the bank before the expiry of the payment deadline. OD-OS is not responsible for delays caused by the banks involved in the payment process.
- 7.4 OD-OS shall not owe any interest on arrears. The statutory provisions shall apply to default in payment.
- 7.5 OD-OS shall be entitled to rights of set-off and retention as well as the defence of non-performance of the agreement to the extent provided by law. OD-OS shall in particular be entitled to withhold payments as long as OD-OS is still entitled to claims against the SUPPLIER arising from incomplete or defective performance.

## 8 DELIVERIES

- 8.1 All deliveries shall be made delivered duty paid (DDP in accordance with ICC Incoterms 2020) including unloading to the destination specified by us in the order. If the place of destination is not specified and nothing else has been agreed, the delivery shall be made to the following address of OD-OS: Warthestr. 21, 14513 Teltow, Germany. The respective place of destination shall also be the place of performance for the delivery and any subsequent performance.
- 8.2 Each delivery shall be accompanied by a delivery note stating the date (issue and dispatch), the content of the delivery (article number and quantity) and the order number of OD-OS. If the delivery note is missing or does not contain the aforementioned information, OD-OS shall not be responsible for any delays in processing and payment resulting therefrom. Separately from the delivery note, the SUPPLIER must send us a corresponding dispatch note with the same content when the Goods are dispatched.
- 8.3 In the case of software products, the SUPPLIER shall also provide us with the complete (system and user) documentation upon request. In the case of software specially produced for OD-OS, the source code shall also be supplied.
- 8.4 The SUPPLIER shall not be entitled to make partial and/or advance deliveries without the prior express consent of OD-OS in textform. The SUPPLIER shall bear any higher costs caused by partial deliveries and/or advance deliveries, provided that the partial deliveries and/or advance deliveries are not initiated by OD-OS.
- 8.5 Upon request, the SUPPLIER shall take back to OD-OS the packaging used by it at its own expense and risk. OD-OS shall be entitled to return the packaging used by the SUPPLIER to the SUPPLIER at the SUPPLIER's expense.
- 8.6 The risk of accidental loss and accidental deterioration of the delivered Goods shall pass to OD-OS upon handover at the place of performance (cf. sec. 8.1). Insofar as acceptance has been agreed, this shall be decisive for the transfer of risk. Acceptance shall be governed by the provisions of sec. 10.
- 8.7 The statutory provisions shall apply to the occurrence of default in acceptance. However, the SUPPLIER must expressly offer the provision of the Contractual Services to OD-OS even if a specific or determinable calendar time has been agreed for an action or cooperation by OD-OS (e.g., provision of information). If OD-OS is in default of acceptance, the SUPPLIER may demand reimbursement of its additional expenses in accordance with the statutory provisions (Section 304 of the German Civil Code (*Bürgerliches Gesetzbuch*)). If the agreement relates to a non-representable item to be manufactured by the SUPPLIER (individual production), the SUPPLIER shall only be entitled to further rights if OD-OS undertakes to cooperate and is responsible for the failure to cooperate.

## 9 ASSEMBLY AND COMMISSIONING

Insofar as the assembly and/or commissioning of a Plant by the SUPPLIER has been agreed, the following provisions shall apply:

- 9.1 Assembly
- The SUPPLIER shall assemble the Plant at the agreed location. Unless otherwise agreed, the SUPPLIER shall assemble the Plant entirely with its own personnel.
  - The SUPPLIER shall notify OD-OS of the end of the installation of the Plant so that the preparatory work for commissioning the Plant can be started. When the end of assembly is indicated,

the Plant must be completely assembled, any software must be installed and all preliminary settings, such as checking the direction of rotation of motors, calibrating scales, checking the function of valves and interface functions, must have been made.

## 9.2 Commissioning

- The SUPPLIER shall commission the SYSTEM after successful assembly in the presence of OD-OS. It shall notify OD-OS in good time of its readiness for commissioning.
- Commissioning of the Plant includes all checks, adjustments, test runs and tests of the Plant that are required after completion of the installation to achieve the functional capability of the Plant.
- The SUPPLIER is responsible for the management and successful execution of the commissioning, in particular in terms of plant engineering and process engineering.
- OD-OS shall provide any cooperation required for the commissioning.

## 10 ACCEPTANCE

- 10.1 If the Contractual Services are works services or if acceptance has been agreed, the SUPPLIER shall notify OD-OS in writing of the completion of the Contractual Services, hand them over or make them available for acceptance and agree an acceptance date with OD-OS.
- 10.2 If no binding acceptance date has been agreed, acceptance shall take place within three (3) weeks after OD-OS has received the SUPPLIER's notification of completion of the Contractual Services and the SUPPLIER has requested OD-OS to accept it.
- 10.3 Insofar as agreed or necessary for the verification of the Contractual Services, an acceptance test shall take place prior to acceptance of a Contractual Service. Unless otherwise agreed, the SUPPLIER shall prove the proper operational capability of a Plant by means of a test run of the Plant.
- 10.4 Acceptance shall be made in writing, usually in the form of a protocol. The unconditional payment of Contractual Services by OD-OS shall not constitute acceptance or a waiver of acceptance.
- 10.5 The provisions under this sec. 10 shall apply accordingly to partial acceptances. If partial acceptances have been agreed, they shall be made exclusively subject to the proviso of overall acceptance. If partial acceptance has taken place, the SUPPLIER shall notify OD-OS in writing of the final completion of the Contractual Services and request OD-OS to carry out final acceptance.

## 11 RETENTION OF TITLE

- 11.1 The SUPPLIER shall transfer Goods to OD-OS unconditionally and without regard to payment of the price.
- 11.2 However, if in an individual case OD-OS accepts an offer by the SUPPLIER to transfer title conditional on payment of the purchase price, the SUPPLIER's retention of title shall expire at the latest upon payment of the purchase price for the Goods delivered. OD-OS shall remain authorised to resell the Goods in the ordinary course of business prior to payment of the purchase price, even in the event of an existing reservation of title, with advance assignment of the claim arising therefrom. This excludes all other forms of retention of title, in particular the extended retention of title (*erweiterter Eigentumsvorbehalt*), the passed-on retention of title (*weitergeleiteter Eigentumsvorbehalt*) and the retention of title extended to further processing (*verlängerter Eigentumsvorbehalt*).
- 11.3 The SUPPLIER shall inform OD-OS without delay in advance if the assignment of the SUPPLIER's existing claim against OD-OS is necessary due to an extended retention of title of any upstream suppliers.

## 12 WARRANTY, OBLIGATIONS TO EXAMINE AND GIVE NOTICE OF DEFECTS

- 12.1 OD-OS's warranty rights against the SUPPLIER shall be governed by the statutory provisions unless otherwise provided below.
- 12.2 The SUPPLIER warrants to OD-OS that the Contractual Services (a) comply with the contractually agreed quality – to the extent that no specific quality criteria have been agreed, they shall at least be of merchantable quality, (b) are free of defects and of unrestricted marketability (in particular with regard to materials, design and workmanship), (c) are free of third-party rights, (d) do not violate any laws, and (e) are suitable and sufficient for the purposes intended in the order. In any case, those product and service descriptions which are the subject matter of the respective agreement by designation or reference in an order or which have been incorporated into the agreement in the same way as these GTCs shall be deemed to be an agreement on quality. It is irrelevant whether the product or service description originates from OD-OS, from the SUPPLIER or from a third party. All requirements as to quality communicated to the SUPPLIER by OD-OS shall be deemed to have been contractually agreed unless the SUPPLIER has immediately rejected them in writing.
- 12.3 OD-OS shall have the right to choose the type of subsequent performance. The SUPPLIER may refuse the type of subsequent performance chosen by OD-OS if it is only possible at disproportionate cost. If the SUPPLIER fails to comply with its obligation of subsequent performance within a reasonable period set by OD-OS, OD-OS may, in addition to its statutory warranty rights, remedy the defect itself (self-performance) and demand

reimbursement from the SUPPLIER of the expenditure required for this purpose. OD-OS may demand an appropriate advance payment from the SUPPLIER for the expenditure required to remedy the defect.

- 12.4 Insofar as Goods have been installed or fitted in/on another item in accordance with their nature and intended use, subsequent performance shall also include the removal of the defective Goods and re-installation. OD-OS's claim for reimbursement of corresponding expenses shall remain unaffected.
- 12.5 Subsequent performance shall take place within five (5) working days from the request for subsequent performance, unless a longer period for subsequent performance is reasonable or mandatory in the individual case.
- 12.6 The limitation of warranty claims shall be governed by the statutory provisions.
- 12.7 The statutory provisions on the duty to inspect and give notice of defects (Sections 377, 381 of the German Commercial Code (*Handelsgesetzbuch*)) shall apply subject to the following proviso: OD-OS's duty to inspect shall be limited to defects which become apparent during the incoming goods inspection by means of an external examination of the Goods and the delivery documents (e.g., transport damage, incorrect and short deliveries) or which are identifiable during a quality inspection by means of a random sampling procedure. The obligation to give notice of defects discovered later remains unaffected. Notwithstanding OD-OS's duty to inspect, a complaint (notice of defect) shall in any event be deemed to have been made without delay and in good time if it is sent by OD-OS within seven (7) working days of discovery or, in the case of obvious defects, of delivery. This sec. 12.7 shall not apply if acceptance has been agreed.
- 12.8 Should the same defect be found in at least 10% of the Goods of a delivery (calculated according to the order value), the delivery as a whole shall be deemed defective and the warranty rights shall apply to the entire delivery. The SUPPLIER reserves the right to prove that not the entire delivery is defective.
- 12.9 The limitation of OD-OS's warranty claims and rights shall be governed by the statutory provisions.

### 13 SECURING OF PROPERTY, PROVISION OF MATERIALS

- 13.1 OD-OS retains ownership and copyright of orders placed by OD-OS and of drawings, illustrations, calculations, descriptions and other documents made available to the SUPPLIER
- 13.2 (together the "OD-OS Documents"). The SUPPLIER may not make the OD-OS Documents available to third parties or use or reproduce them itself or through third parties without the express consent of OD-OS.
- 13.3 The following provisions shall apply to materials such as raw materials, tools and other means (hereinafter collectively referred to as "Tools") which OD-OS makes available to the SUPPLIER within the framework of an agreement or which are manufactured for contractual purposes and are charged separately to OD-OS by the SUPPLIER:
- The Tools shall remain the property of OD-OS; in the case of Tools manufactured by the SUPPLIER and invoiced separately, the SUPPLIER shall transfer ownership to OD-OS at the earliest possible time, at the latest upon payment for the Tools by OD-OS.
  - The SUPPLIER shall identify the Tools as the property of OD-OS, keep them in safe custody, insure them to a reasonable extent against damage of any kind and use them only for the purposes of the agreement between the Parties.
  - Unless otherwise agreed, the Parties shall each bear half of the costs of maintaining the Tools. However, insofar as costs are attributable to defects in the Tools manufactured by the SUPPLIER or to improper use by the SUPPLIER, its employees or other vicarious agents (*Erfüllungsgewährten*), these costs shall be borne solely by the SUPPLIER. The SUPPLIER shall inform OD-OS without delay of any damage to Tools that is not merely insignificant. Upon request by OD-OS, it shall be obliged to provide the Tools to OD-OS in proper condition if they are no longer required by it to fulfil its contractual obligations towards OD-OS.
  - Any processing, mixing or combination (further processing) of Tools by the SUPPLIER shall always be carried out for OD-OS.

### 14 INDUSTRIAL PROPERTY RIGHTS & COPYRIGHTS

- 14.1 OD-OS shall be exclusively entitled to all work results created on behalf of OD-OS in connection with the performance of Contractual Services (hereinafter "Work Results"). The SUPPLIER shall transfer the Work Results to OD-OS upon their creation. To the extent that this is not possible, the SUPPLIER shall grant OD-OS an irrevocable, exclusive, transferable right of use, unlimited in terms of time, place and content, for all known and unknown types of use. The rights of use shall include, inter alia, the right of reproduction, the right of distribution, the right of exhibition, the right of lecture and demonstration, the right of making available to the public, the right of broadcasting, the right of reproduction by means of visual and audio carriers, the right of reproduction of radio broadcasts and the right of making available to the public. The SUPPLIER permits OD-OS to modify the Work Results, to integrate them in part or in whole into other works, to translate them and to change the title of the Work Results. OD-OS is permitted to transfer the rights to the Work Results in part or in whole to third parties and to grant sub-licences.

- 14.2 The SUPPLIER shall not retain the right to consent to the publication or exploitation of an adaptation of the Work Results or the right to transfer them to image and sound carriers. The SUPPLIER shall grant OD-OS the right to decide whether and when the Work Results are published. As far as possible, the SUPPLIER shall ensure that its bodies, employees, subcontractors and other agents (hereinafter "Auxiliary Persons") have the right to decide whether the Work Results contain an indication of copyright and which indication is used, and shall not exercise the rights under sections 12 and 25 of the German Copyright Act (*Urhebergesetz*).
- 14.3 Only OD-OS is entitled to register property rights in connection with the Work Results.
- 14.4 In the case of software, the source code shall be handed over to OD-OS. No open source components may be used which oblige OD-OS to further license them under open source conditions and/or to disclose the source code.
- 14.5 OD-OS shall be entitled to assert claims in its own name out of court and/or in court in the event of infringements of the rights to the Work Results by third parties. The SUPPLIER shall be obliged to provide OD-OS with all documents and information required for the enforcement of the rights and to make any necessary declarations, including affidavits where required.
- 14.6 The transfer of the rights to all Work Results shall be effective upon and compensates by payment of the agreed price in accordance with sec. 7.1.
- 14.7 The SUPPLIER shall cooperate with OD-OS and sign and hand over all documents necessary to enable OD-OS to make full use of the Work Results.
- 14.8 OD-OS shall receive a non-exclusive, irrevocable right of use, unrestricted in terms of time, place and content, to all Services which the SUPPLIER renders for OD-OS but which were not created on behalf of OD-OS, to the extent of the provisions under sec. 14.2 and 14.3.
- 14.9 The SUPPLIER warrants to dispose of all rights in order to transfer them to OD-OS to the aforementioned extent.

### 15 SPARE PARTS DELIVERY

- 15.1 The SUPPLIER is obliged to provide OD-OS with spare parts for the Goods delivered to OD-OS in sufficient quantities on reasonable terms. This obligation shall exist irrespective of the continuation and reasons for termination of an agreement between the Parties for a period of ten (10) years after the termination or performance of the relevant agreement (hereinafter the "Spare Parts Period"), unless the SUPPLIER can prove that continued supply is objectively unreasonable for it; sec. 15.2 remains unaffected.
- 15.2 The SUPPLIER shall give OD-OS the opportunity to place a final order in good time, but no later than six (6) months before the end of the Spare Parts Period. The same shall apply if it becomes apparent to the SUPPLIER during the Spare Parts Period that it will no longer be possible for it to make a delivery for the duration of the Spare Parts Period and the SUPPLIER is unable to offer OD-OS any other reasonable supply options (e.g., the supply of technically and qualitatively equivalent goods). The SUPPLIER shall immediately notify OD-OS in writing of any termination of the supply option during the Spare Parts Period.

### 16 LIABILITY

- 16.1 The SUPPLIER shall be liable to us in accordance with the statutory provisions.
- 16.2 The SUPPLIER shall indemnify OD-OS against all claims brought against OD-OS by third parties on the basis of a culpable breach of duty by the SUPPLIER. In particular, the SUPPLIER shall indemnify OD-OS against all claims (i) made by third parties against OD-OS on account of the infringement of industrial property rights by the Contractual Services; and (ii) arising from a breach by the SUPPLIER or a subcontractor of the SUPPLIER of obligations to pay minimum wages, collectively agreed wages, payment of taxes or social security contributions. The indemnity shall be granted on first demand. The SUPPLIER shall reimburse OD-OS for all necessary expenses incurred in connection with a claim under this sec. 16.2 (in particular court costs, lawyers' fees, other consultancy or expert costs). This shall not apply insofar as the SUPPLIER proves that it is neither responsible for the breach of duty nor should have been aware of it if it had exercised due commercial care at the time of performance of the Contractual Services.

### 17 PRODUCT SAFETY AND PRODUCT LIABILITY

- 17.1 The Contractual Services must not endanger the safety and health of persons or the environment when used as intended.
- 17.2 The SUPPLIER must ensure that the information required for the safe handling and use of the Contractual Services is available.
- 17.3 In the case of hazardous substances or if required by law, product safety must be assessed by the SUPPLIER as part of a risk analysis. The results of the risk analysis must be documented by the SUPPLIER. The risk analysis must be made available to OD-OS.
- 17.4 The SUPPLIER shall be responsible for all claims asserted by third parties for personal injury or property damage attributable to defective Contractual Services.
- 17.5 If OD-OS is obliged by official order or for safety reasons to carry out a product recall vis-à-vis third parties due to a defect in Goods supplied by the SUPPLIER, the SUPPLIER shall bear all costs associated

with the product recall. OD-OS shall inform the SUPPLIER in good time of the content and scope of recall measures – insofar as this is possible and reasonable – and give the SUPPLIER the opportunity to comment. Any further legal claims shall remain unaffected.

- 17.6 The SUPPLIER shall maintain product liability insurance with an appropriate sum insured at its own expense. The product liability insurance need not cover the risk of recall as well as punitive or similar damages, unless otherwise agreed in the individual case. The insurance shall be taken out with individual insurers or an insurance company of impeccable repute. The SUPPLIER shall provide OD-OS with a copy of the liability policy at any time upon request.

## 18 QUALITY ASSURANCE, AUDITING

- 18.1 The SUPPLIER shall establish and maintain a documented quality assurance system which is suitable in terms of type and scope and which corresponds to the state of the art. The SUPPLIER shall oblige its suppliers, subcontractors and other sub-suppliers (collectively “Subcontractors”) to have a corresponding quality assurance system; if this is not possible, the SUPPLIER shall take suitable measures to ensure quality at Subcontractors. The SUPPLIER shall keep records, in particular of its quality inspections, and make them available to OD-OS upon request. This shall also apply without restriction in the event of the SUPPLIER going out of business / becoming insolvent or selling the relevant business area of the SUPPLIER to third parties.

- 18.2 OD-OS shall be entitled, after prior coordination of dates with the SUPPLIER, to determine by means of audits at the SUPPLIER'S premises whether the SUPPLIER'S quality assurance measures guarantee the requirements of OD-OS. For this purpose, the SUPPLIER shall grant OD-OS or a person appointed by OD-OS (auditor) unhindered access to all relevant areas during normal operating and business hours as well as inspection of all documents relevant to quality. OD-OS or the auditor shall be entitled to make copies of the quality-relevant documents in consultation with the SUPPLIER and to take these with them. In doing so, reasonable restrictions of the SUPPLIER to safeguard its trade secrets are accepted.

## 19 PRODUCT MONITORING OBLIGATION

The SUPPLIER must continuously monitor the Contractual Services provided by it. Should defects be discovered by the SUPPLIER itself or by third parties, the SUPPLIER must inform us immediately in writing.

## 20 FORCE MAJEURE

- 20.1 In cases of force majeure, the Party affected thereby shall be released from its obligation to perform for the duration of the Force Majeure and to the extent of the effect of the Force Majeure. “Force Majeure” shall mean any event beyond the control of the relevant Party as a result of which it is prevented in whole or in part from performing its obligations, including fire damage, floods, strikes, lawful lock-outs, unforeseeable epidemics or pandemics, official decrees, changes in the law and other operational disruptions for which it is not responsible. Supply difficulties and other performance disruptions on the part of the SUPPLIER'S upstream suppliers shall only be deemed to be Force Majeure if the upstream supplier, for its part, is prevented by an event of Force Majeure from providing the performance incumbent upon it and it was not possible for the SUPPLIER to conclude a covering transaction.
- 20.2 The affected Party shall immediately notify the other Party of the occurrence and cessation of the Force Majeure and shall use its best endeavors to remedy the Force Majeure and limit its effects as far as possible.
- 20.3 Upon the occurrence of the event of Force Majeure, the Parties shall agree on the further course of action and determine whether, after its termination, the Contractual Services not rendered during this period shall be made up for.

## 21 SECRECY

- 21.1 The SUPPLIER undertakes to use information of which it becomes aware in the course of the business relationship with OD-OS only for the performance of the Contractual Services and not to make it available to third parties or disclose it to them, provided that (i) it has an economic value, (ii) OD-OS has a legitimate interest in maintaining its confidentiality and (iii) it is either marked as confidential or the confidentiality results from the nature of the information or the type of disclosure (“Confidential Information”).
- 21.2 Information is not Confidential Information and is not subject to confidentiality under this Agreement if and to the extent that the Recipient proves that it (i) is generally known or readily available to persons in the circles which normally handle this type of information or becomes so without the SUPPLIER'S action or omission in breach of duty; (ii) OD-OS has waived its protection in writing; or (iii) the SUPPLIER has obtained the information by means other than through the business relationship with OD-OS without being subject to a duty of confidentiality.
- 21.3 The SUPPLIER shall (i) disclose Confidential Information of OD-OS only to those persons employed by or working for it who rely on knowledge of such information for the performance of the Contractual Services, provided that the SUPPLIER ensures that such persons comply with the obligations under this sec. 21 as if they were themselves bound by them, (ii) take reasonable steps to protect OD-OS'

Confidential Information and to prevent disclosure, unauthorized access and use of OD-OS Confidential Information; the SUPPLIER shall, without limiting the foregoing, take at least such measures as it takes to protect its own confidential information of a similar nature, but no less than generally reasonable measures to exercise due care in the course of trade; and (iii) notify OD-OS promptly upon becoming aware of any actual or threatened unauthorized use or disclosure of OD-OS' Confidential Information and take all reasonable steps to prevent or terminate – with OD-OS' assistance if necessary – such use or disclosure.

- 21.4 In the event of disclosure due to an official or judicial order or a legal obligation, OD-OS shall be informed prior to disclosure to the extent and as soon as permissible. The Parties shall assist each other in preventing disclosure to the extent legally possible.
- 21.5 The SUPPLIER shall hand over OD-OS' Confidential Information to OD-OS at OD-OS' request without being asked to do so and with written confirmation that it will not retain any copies. All files or other forms of storage shall be permanently deleted with the proviso that copies necessary for documentation purposes and information on the regular data backup are not covered by this. These remain subject to confidentiality.
- 21.6 The confidentiality obligation shall permanently outlast the business relationship of the parties.
- 21.7 The SUPPLIER is not permitted to name OD-OS as a reference without the prior written consent of OD-OS.

## 22 COMPLIANCE

- 22.1 Within the framework of the business relationship with OD-OS, the SUPPLIER shall comply with the relevant statutory provisions applicable to it. In particular, SUPPLIER shall not (i) offer or grant, or solicit or accept, any benefits in its business dealings or dealings with public officials that violate applicable anti-corruption laws; (ii) comply with applicable laws relating to fraud and bribery; or (iii) not enter into any agreements or concerted practices with other companies which have the purpose or effect of preventing, restricting or distorting competition in accordance with the applicable antitrust regulations; (iv) comply with the applicable laws regulating the general minimum wage; upon request, the SUPPLIER shall provide OD-OS with evidence thereof; and (v) comply with the applicable statutory regulations on the treatment of employees, environmental protection and occupational safety and work to reduce adverse effects on people and the environment in its activities.
- 22.2 The SUPPLIER shall use all reasonable endeavors to ensure compliance with the provisions of this sec. 22 SUPPLIER by third parties engaged by it (suppliers, subcontractors).

## 23 SAFETY & ENVIRONMENTAL REGULATIONS

The SUPPLIER will only enter areas of secrecy which are marked accordingly in our company with our prior written consent.

## 24 FINAL PROVISIONS

- 24.1 These GTCP and the contractual relationship between OD-OS and the SUPPLIER shall be governed exclusively by the law of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods, and excluding private international law.
- 24.2 For SUPPLIERS with their registered office in the EU the following shall apply: The exclusive place of jurisdiction for all disputes arising directly or indirectly from or in connection with the contractual relationship shall be Berlin. OD-OS shall, however, also be entitled to bring an action at the general place of jurisdiction of the SUPPLIER.
- 24.3 If the SUPPLIER has its registered office outside the EU, the following shall apply: All disputes arising from or in connection with the contractual relationship of the Parties or concerning its validity shall be finally settled in accordance with the Rules of Arbitration of the German Institution of Arbitration e.V. (DIS) to the exclusion of the ordinary courts of law. The arbitration tribunal shall consist of three arbitrators. The place of arbitration shall be Berlin. The language of the proceedings shall be English. Document production, disclosure or similar procedures do not take place in the arbitration proceedings. All documents and other evidence may be submitted in English translation or in German if the original documents are written in German.
- 24.4 Amendments and supplements to the agreement, including this provision, must be made in writing to be effective. The written form shall also be complied with by means of a qualified electronic signature.
- 24.5 In the event that one or more provisions of this GTCP is or becomes partly or entirely void, invalid or unenforceable, the validity and enforceability of the remaining provisions of this GTCP is not affected thereby. In such case, the Parties shall replace the partly or entirely void, invalid or unenforceable provision with a valid and enforceable provision, which the Parties would have agreed on had they been aware of the voidness, invalidity or unenforceability of the respective provision. The same applies in the event that this GTCP contains any unintended gaps (*unbeabsichtigte Regelungslücken*). It is the express intention of the Parties that the preceding provisions of this sec. 24.5 do not merely shift the burden of proof (*keine bloße Beweislastumkehr*) but that Section 139 German Civil Code (*Bürgerliches Gesetzbuch*) in its entirety does not apply.
- 24.6 Where a German term has been inserted in quotation marks and/or brackets and/or italics it alone (and not the English term to which it

relates) is authoritative for the purpose of the interpretation of the relevant English term in this GTCP.

24.7 The SUPPLIER is not entitled to transfer and/or assign rights and obligations under the agreement to third parties without our prior written consent. This prohibition of assignment does not apply to monetary claims.

**November 2023**