

## **TERMS & CONDITIONS OF PURCHASE**

### **1. PURPOSE & SCOPE.**

**1.1** These Terms and Conditions of Purchase (these “**Terms**”) apply to all purchases of raw materials, parts, components, and/or products (collectively, “**Products**”) and/or services (“**Services**”) made pursuant to a purchase order or specific contract (the “**PO**”) by Schaudt GmbH Elektrotechnik & Apparatebau (“**Buyer**”) from the supplier named on the PO (“**Vendor**”; together with Buyer, each, a “**Party**” and collectively, the “**Parties**”). The Products and/or Services specified in the PO are individually and/or collectively, as the context may require, referred to herein as the “**Items**”.

**1.2** The PO, including any applicable Specifications, and these Terms shall be collectively referred to herein as this “**Agreement**”. “**Specifications**” means the technical specifications and other requirements defining the Items approved or provided by Buyer. To the extent of any unavoidable conflict between the terms of the PO and these Terms, the terms of the PO take priority. This Agreement exclusively governs the purchase and supply of any Items set forth in the PO and comprises the entire agreement between the Parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect thereto. Any different or additional terms proposed or purported to apply by Vendor, regardless of when claimed or submitted, are expressly rejected and do not form a part of this Agreement unless agreed to in writing by Buyer.

**1.3** Nothing in these Terms shall require Buyer to purchase any minimum quantity of any of Vendor's Items.

**2. PO.** Vendor may reject the PO in writing within the period of commitment referred to in the PO or, if no period is provided, within three (3) business days after Vendor's receipt of the PO. If Vendor does not reject the PO in writing within this time period, the PO shall be deemed accepted by Vendor. Buyer may withdraw the PO at any time prior to acceptance (including, without limitation, after rejection) by Vendor and shall incur no liability whatsoever. To the extent the PO is issued by Buyer after receipt of a quotation from Vendor for the Item(s) listed in the PO, (i) Vendor shall immediately inform the Buyer of any errors, omissions or incompatibilities that it may detect in the PO as compared to the most recent such quotation and (ii) any terms specific to the supply of such Item(s) to Buyer set forth in the most recent quotation on the basis of which Buyer has placed the order confirmation confirming such quotation shall be deemed incorporated by reference into the PO and therefore this Agreement; provided, for the avoidance of doubt, that any general terms and conditions or back of order terms that are set out or referenced in such quotation which are either not specific to the Item(s) to be supplied or are routinely incorporated in all (or substantially all) quotations of Vendor are expressly rejected and excluded in full.

**3. PRICE.** The price of each Item is the price stated in the PO (the “**Price**”). If no price is included in the PO, the Price shall be the price set out in Vendor's published price list in force as of the date of the PO. Unless otherwise specified in the PO, the Price includes all packaging, transportation costs to the delivery location specified in the PO (or if no delivery location is specified, Buyer's address as set forth on the PO) (the “**Delivery Location**”), insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. The Price shall exclude Value Added Tax (“**VAT**”) if Vendor is registered outside of Germany and shall include VAT if Vendor is registered in Germany. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer. All Items shall be priced Delivered Duty Paid, at the Delivery Location pursuant to INCOTERMS 2020 Rules, unless otherwise set forth in the PO or agreed in writing by Buyer. Should the Price be in any currency other than the functional currency of Germany and the PO does not include any foreign exchange adjustment provisions, Buyer reserves the right to renegotiate the Price if and to the extent the 30-day average foreign exchange rate between such currencies is at any time more than 100 basis points different than the 30-day average foreign exchange rate as of the date of the PO. The adjusted price shall not exceed the equivalent value of the Price agreed at the date of the PO.

**4. PAYMENT.** Unless otherwise specified in the PO, Vendor shall issue an invoice to Buyer upon or any time after delivery of the Items. Buyer shall pay all properly invoiced amounts due to Vendor within 90 days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All invoices shall be discounted 4% if paid within 30 days of receipt of the invoice. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Vendor against any amount payable by Buyer to Vendor.

### **5. COMPLIANCE WITH LAW.**

**5.1** Vendor shall ensure its compliance and the compliance of all Items with all applicable laws, regulations, directives and ordinances, as amended from time to time, including, without limitation, specifically those concerning health and safety in the workplace, the environment, quality, safety, worker's health, security, packaging, labeling/marketing, import/export, shipping, anti-trust and competition, trade sanctions, anti-bribery and corruption, chemicals and hazardous materials, in force in the jurisdictions of manufacture, supply and/or receipt of the Items and/or notified to Vendor where Buyer will use the Items or sell products incorporating the Items, as well as any specific laws of any jurisdiction notified to Vendor as applying to Buyer, the

Items and/or this Agreement (collectively, the “**Applicable Laws**”). Vendor shall provide Buyer with the information reasonably required by Buyer to utilize the Items in compliance with all Applicable Laws and will inform Buyer as soon as it becomes aware of any changes in Applicable Laws relevant to Buyer or the Items.

**5.2** Vendor represents and undertakes that it has obtained and will maintain in effect all necessary licenses, permissions, authorizations, consents and permits (collectively, “**Approvals**”) to comply with Applicable Laws and to otherwise carry out its obligations under this Agreement. Vendor will provide copies of any Approvals upon Buyer’s reasonable request.

**5.3** Vendor shall provide Buyer with a Safety Data Sheet (“**SDS**”) for each Item that contains regulated, hazardous or toxic substances in a format which complies with Applicable Laws. To the extent an SDS is not required for any Item, Vendor shall still provide Buyer with a written document for each such Item that conveys the equivalent information and contains an accurate written list of all regulated, hazardous and/or toxic substances. If Vendor does not provide a written list of regulated, hazardous and/or toxic substances with the delivery of any Item, Vendor represents and warrants to Buyer that such Item contains no regulated, hazardous or toxic substances. Vendor shall promptly inform Buyer, without request, in writing if an Item ordered but not yet delivered, or already delivered without an appropriate SDS disclosure, could contain any such substances, with such notice specifying the percentage of concentration weight by weight/concentration in percent by mass. Vendor shall ensure complete identification and traceability of all related products to the raw material used and applicable documentation, with all records stored in a controlled environment/suitable manner and according to applicable legal rules such that they remain identifiable, legible, reproducible and available to Buyer for inspection.

**5.4** The Parties confirm and agree that any Personal Data exchanged in connection with and/or for the purpose of the performance of this Agreement has been collected and will be exchanged in compliance with the applicable Personal Data protection laws and regulations, as independent data Controllers. The Parties mutually agree to insert any additional contractual measures that may be required by the applicable Personal Data protection laws and regulations to ensure such compliance during the term of this Agreement. “**Personal Data**” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. “**Controller**” means the organization determining the purposes and the means of the processing of the Personal Data.

**5.5** Vendor shall notify Buyer in writing as soon as reasonably practicable if it knows or has reasonable cause to suspect that any breach of Applicable Laws or this Section 5 has occurred or will occur which affects or could affect Buyer, the Items or Vendor’s performance of its obligations under this Agreement.

**5.6** Vendor shall indemnify, defend and hold Buyer and its affiliates harmless from and against any and all losses, costs, fees, liabilities, and damages, including attorneys’ fees and costs of defense, which Buyer may suffer as a result of Vendor’s failure to comply with this Section 5.

**6. VENDOR ITEM AND PROCESS CHANGE REQUEST.** Prior to any changes or modifications to any Item or any manufacturing processes previously approved by Buyer, including, without limitation, any modifications to manufacturing locations, designs, processes, cost reductions, materials or drawings, Vendor must submit a request to Buyer describing in detail the requested modifications and whether the changes are permanent or temporary and, if temporary, the time frame associated with the change. No changes or modifications shall be permitted by Vendor until approved in writing by Buyer. Vendor remains liable to ensure that Items and/or processes subject to any changes proposed by Vendor, even if accepted by Buyer, conform to the same quality tests and inspections that were performed on the original Items and manufacturing processes.

**7. QUALITY.** Vendor is responsible for quality assurance for all Items and shall establish and maintain a documented quality assurance system, suitable in scope and nature, conforming to the latest state-of-the-art technology. Items shall meet or exceed the Specifications and quality assurance requirements communicated by Buyer in writing prior to Vendor’s acceptance of the PO and any other mutually agreed quality standards. Buyer or its authorized representative may, during normal business hours and upon reasonable prior notice, visit and/or audit Vendor’s facilities to review quality and performance measurements.

**8. CHANGE ORDER.** Buyer may request revisions or modifications to the Specifications or the Items at any time upon written request to Vendor. Within ten (10) business days of such request, Vendor shall inform Buyer in writing about the effect of any such requested revisions/modifications with respect to the Price and/or the Delivery Date by providing a cost break down and other supporting documentation. If such revision/modification necessarily results in a deviation in Price and/or Delivery Date, the Parties shall negotiate in good faith an amendment to the applicable conditions. In no event shall the Price be increased or the Delivery Date be delayed as a result of a requested revisions/modifications without Buyer’s prior written consent.

**9. WARRANTY.**

**9.1** In addition to any implied warranties and those provided by law, Vendor expressly warrants that all Items supplied to Buyer (a) are of the best available design, quality, material, and workmanship, and are without fault or defect of any

kind; (b) are fit for the purpose(s) agreed and intended by Buyer; (c) conform to, and perform in accordance with, all descriptions and Specifications for the Items; and (d) will be provided in accordance with all Applicable Laws from time to time in force. The warranties shall be provided for a period of 48 months after delivery from Vendor to Buyer, unless set forth otherwise in the PO. Any replacement or repair of defective Items under warranty leads to a renewal of the warranty period set forth herein with respect to the remedied or replaced Item.

**9.2** Vendor further warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

**9.3** Defective Items covered under warranty shall, at Buyer's option, be repaired, reformed or replaced by Vendor at no charge. If Items covered under warranty have been installed in or attached to another good in accordance with their respective nature or intended use, Vendor shall, at Buyer's option, (a) remove the defective Item and install or attach the repaired or replaced non-defective Item or (b) pay Buyer's expenses incurred in connection therewith. Vendor shall bear all costs and expenses associated with removal, installation, repair, remediation and shipment of the defective Items, and shipment and delivery of the repaired or replacement Items, including, without limitation, all labor expenses (including of Buyer and any third-party personnel), if applicable.

**9.4** If Vendor fails to comply with its obligation to repair, replace or reperform any Items covered under warranty within a reasonable deadline set by Buyer under the circumstances, Buyer may remedy the defect itself (including, without limitation, by purchasing a replacement Item) or through any third party and shall be entitled to reimbursement from Vendor of all costs and expenses incurred by Buyer in connection therewith.

**9.5** In the event of repeated warranty claims for Items already subject to a warranty claim for the same defect, Vendor shall perform a root-cause analysis and take any necessary correction action to remedy the causes of non-conforming items to prevent any recurrence and implement a suitable preventative action plan.

## **10. ITEM FAILURE AND LIABILITY.**

**10.1 Field Failure/Recalls.** If Buyer experiences a field failure related to or arising from the Items, Vendor shall analyze the relevant Items and provide a written report within ten (10) days describing the cause of the failure, as well as all related technical testing and information. Vendor shall be responsible for all freight, shipping, and/or transportation costs for the failed Items from the field to Buyer, from Buyer to Vendor, and, if applicable, to any testing facility. If Vendor has reason to believe that the Items could lead to risks to body or life or other damage, including pecuniary losses to third parties, Vendor shall immediately inform Buyer in writing of all such risks and the relevant facts and circumstances giving rise thereto. If Buyer reasonably believes that the Items could lead to risks to body or life or other damage, including pecuniary losses to third parties, Buyer is entitled to take all reasonable measures, including but not limited to, the issuance of public warnings and recall campaigns, at Vendor's sole expense. Buyer shall inform Vendor as soon as reasonably possible of any such actions taken and give Vendor an opportunity to address the issue. Vendor and Buyer shall cooperate in good faith to eliminate the risks associated with the Items as quickly and efficiently as possible. If Vendor is required by law or otherwise accepts responsibility for conducting any safety-related measures, such as public warnings or recall campaigns, with the advice and consent of Buyer, Vendor shall be responsible for all costs and expenses involved, including any costs and expenses incurred by Buyer. Vendor shall provide Buyer with copies of all relevant safety measure records, including, without limitation, copies of the notices to Buyer's customers and end-consumers, proofs of mailing, and reports on repairs or replacements made in each individual case. In the event of a recall, Vendor shall be liable for all of Buyer's costs and expenses for labor, time, processing, shipping and any miscellaneous fees incurred in connection therewith against amounts owed to Vendor. Vendor shall promptly inform Buyer of any recall or other corrective action undertaken on Items delivered by Vendor to or on behalf of Buyer. All recalls, whether mandatory or voluntary, will require Vendor to issue a bill of lading or a call-tag for any and all recalled Items to be returned. Vendor may neither offer a settlement agreement to any third party nor conclude a settlement agreement concerning the Items delivered to or on behalf of Buyer without Buyer's prior written consent. Vendor's obligation to supply the Items to Buyer in accordance with all Specifications and without defect shall remain unaffected. Vendor's obligations stipulated in this Section shall have no effect on any other (statutory or other) rights that Buyer may have. Without limiting any other right or remedy or recovery of damages, Vendor shall be liable to pay to Buyer an administrative fee equal to 5.0% of the total costs incurred by Buyer as a result of or otherwise in connection with any field failure or recall related to or arising from the Items.

**10.2 Product Liability Indemnification.** Vendor shall indemnify, defend, and hold Buyer and its affiliates harmless from and against any and all losses, costs, fees, liabilities, and damages, including attorneys' fees and costs of defense, which Buyer may suffer as a result of any defect or fault in the Items supplied to Buyer and/or any recall or field failure caused by any such defect or fault, and/or any third-party claim based on product liability and/or warranty which is related to or arising from the Items.

**10.3 Insurance.** Vendor is obliged to have and maintain for the duration of this Agreement at its own expense proper general commercial liability and product liability insurance with usual conditions and with a coverage amount of at least EUR 10 million per occurrence. At Buyer's request, Vendor shall prove the existence of such insurance by presenting a confirmation of insurance and/or other reasonably requested insurance documents.

## **11. PACKAGING, SHIPPING, MANUALS.**

**11.1** Vendor shall suitably pack, mark, and ship all Items in accordance with Buyer's standards and common carrier requirements. As a minimum, the packaging shall be convenient, safe, robust, eco-efficient and cost-optimized so as to ensure that the Items are delivered in an undamaged and serviceable state. No additional charges may be made to Buyer for transportation, shipping, packing, boxing, cartage, or storage unless otherwise set forth in the PO or authorized by Buyer in writing. Vendor shall properly mark each package/container with Buyer's PO number and address and, when multiple packages/containers make up a single shipment, shall consecutively number each such package/container. Vendor shall also ensure that such markings include any identification of hazardous or toxic substances that may be required by law. Vendor will include a packing slip in each package/container and, in the case of multiple packages/containers in one carton, will indicate Buyer's PO number, number of cartons (if applicable), and number of pieces (by Item) in each carton. Buyer's PO number shall also be shown on all bills of lading, invoices and any correspondence or other documents pertaining to the PO. Packaging material will only be returned by Buyer to Vendor upon written notice before delivery of the Items and at Vendor's risk of loss and expense.

**11.2** It is expressly understood that, unless otherwise agreed, the manuals for the Items shall be prepared in accordance with the Specifications. It is also understood that any warranties given in relation to the Items shall also be deemed to apply to all or part of Vendor's manual(s) on the basis of Vendor's contribution to the preparation of such manual(s).

## **12. DELIVERY.**

**12.1** Unless otherwise stipulated in the PO, the Items shall be delivered (i) Delivered Duty Paid (DDP) at the Delivery Location pursuant to INCOTERMS 2020 Rules if Vendor is registered outside of Germany and (ii) Delivered At Place (DAP) at the Delivery Location pursuant to INCOTERMS 2020 Rules if Vendor is registered in Germany. Title and risk of loss passes to Buyer upon delivery of the Items at the Delivery Location (such title and risk of loss shall automatically and immediately revert back to Vendor if such delivery or the Items are ultimately rejected in accordance with this Agreement). The place of performance for all Items is the Delivery Location. Shipments will be made in the quantities listed on the PO and will arrive not more than five (5) days before and zero (0) days after the delivery date set forth in the PO or, if no delivery date is specified, the last business day within the standard lead time indicated in Vendor's applicable offer or otherwise communicated by Vendor to Buyer in writing before Buyer submits such PO (such date, the "**Delivery Date**"). Buyer reserves the right to either refuse and return to Vendor at Vendor's expense or accept delivery and store at Vendor's expense, including, and without limitation, warehouse and other storage costs and extra-handling costs, any deliveries of Items in greater quantities than ordered or any Items delivered more than five days before or any time after the Delivery Date (and, if rejected for early delivery, Vendor shall redeliver such Items on or no more than five days before the Delivery Date). Notwithstanding the foregoing, to the extent any Items are measured and sold by weight, if Vendor delivers up to 10% more or less than the weight set forth in the PO, Buyer shall not reject the relevant delivery solely by reason of such excess or shortage and shall pay for the overall amount set forth in the PO increased by the price of the delivered exceeding quantity of the Item(s) or discounted of the price of the missing quantity of the Item(s).

**12.2** Vendor shall immediately notify Buyer in writing if it anticipates any difficulties in delivering compliant Items in full by the Delivery Date. If Vendor fails to deliver the Items in full by the Delivery Date, Buyer may take any or all of the following actions within its sole discretion: (a) terminate this Agreement immediately by providing written notice to Vendor and Vendor shall indemnify Buyer and its affiliates against any losses, claims, damages, and reasonable costs and expenses directly attributable to Vendor's failure to deliver the Items by the Delivery Date; (b) purchase the Items elsewhere and charge Vendor with any resultant loss; and/or (c) direct Vendor to make expedited routings of the Items at Vendor's cost and expense.

**12.3** If Vendor is in default with delivery of any Items, Buyer shall be entitled to a contractual penalty in the amount of 0.5 % of the net value of the delayed Items for each full working day of delay, up to a maximum of 5.0% of the net value of the delayed Items. Buyer shall still be entitled to assert its other statutory and contractual rights and claims for performance in addition to such contractual penalty. Any contractual penalty paid by Vendor shall be set-off against any claim for damages made by Buyer that is caused by the same delay. Vendor agrees that time is of the essence with respect to Vendor's obligations hereunder and the timely delivery of the Items.

**13. INSPECTION.** Any duty of Buyer to inspect the Items is limited to defects that become apparent during the incoming Items inspection, which is limited to checking the delivery documents, visible transport damage, delivery of the wrong Items and delivery of materially less quantity than ordered/invoiced. Acceptance of any Item shall not be conclusive of the absence of any latent defect or otherwise limit any of Buyer's rights under warranty or Applicable Law. The notification of any rejection for damage, defects, improper Items, improper quantities or otherwise is deemed to be on time if Buyer sends it within ten (10) business days of delivery. If Buyer timely rejects all or any portion of the Items, Buyer has the right, effective upon written notice



to Vendor, to: (a) terminate this Agreement in its entirety; (b) accept the Items at a reasonably reduced price; or (c) reject all or any of the Items and require replacement or a refund, at Buyer's discretion, of the rejected Items. If Buyer requires replacement of the Items, Vendor shall, at its expense, promptly replace the nonconforming or defective Items and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective Items and the delivery of replacement Items. Further, the contractual penalty for delayed delivery set forth in Section 12 shall be applicable for any Items which must be replaced by Vendor for the period between the originally required delivery date and the date the replacement Items are delivered. If Vendor fails to timely deliver replacement Items, Buyer may replace them with goods from a third party and charge Vendor the cost thereof and terminate this Agreement for cause. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Vendor's obligations under this Agreement, and Buyer shall have the right to conduct further inspections after Vendor has carried out its remedial actions. Buyer may require Vendor to pay all of Buyer's expenses, damages, losses and costs resulting from any proper rejection of Items hereunder.

#### **14. INTELLECTUAL PROPERTY.**

**14.1 Intellectual Property Rights.** Each Party shall remain the owner of all intellectual property ("IP") owned by it before the start of its relationship with the other Party independently or created outside the scope of such relationship ("Background IP"). To the extent paid directly or indirectly by Buyer, development results, including inventions, prototypes, documents and IP (collectively, the "Deliverables"), shall, whenever created by or on behalf of Vendor, vest in and become the sole property of Buyer. Vendor therefore assigns, and shall procure that all third parties assign, to Buyer with full title guarantee, the IP rights in the Deliverables, including any customizations to the Items, but excluding Vendor's Background IP. Vendor further grants, and shall procure that all third parties grant, to Buyer a royalty free, non-exclusive, worldwide, perpetual, irrevocable (except for material breach by Buyer), sublicensable and transferable right and license to use or have used Vendor's IP or any third party's IP, including without limitation all Background IP, required for the processing, sale, use or operation of the Items and the manufacturing and sale of goods which include the Items. This right also includes the right for Buyer to make or have made any changes to the Items or any component (including software) even if covered by Vendor's or any third party's intellectual property.

**14.2 Intellectual Property Indemnification.** Vendor shall indemnify, defend, and hold Buyer and its affiliates harmless from and against all claims, damages, and other liability, including attorneys' fees and costs of defense, which may be asserted by anyone or incurred arising out of or connected with any claims of patent, copyright or trademark infringement or misappropriation, including attorneys' fees and costs of defense. In the event that an indemnification claim arises hereunder, Vendor shall inform Buyer promptly thereof and Vendor shall at its own cost and expense and at Buyer's discretion: (a) procure for Buyer an unconditional, irrevocable, perpetual license to use the Items and to exercise its other rights granted with regard to the Items under this Agreement; or (b) to the extent pre-approved in writing by Buyer, modify or replace the Items so that they comply with Vendor's warranties and do not infringe any third-party right, without impairing however in any material respect the use, functionality or performance of the Items; and Buyer shall be entitled to cancel all other purchase orders with Vendor for any Items that are subject to the claim and have any infringing or possibly infringing Items returned to Vendor at Vendor's expense. Vendor shall repay to Buyer the full Price (plus VAT and/or other sales tax if not included) paid by Buyer for any affected Items that are returned or are not useable by Buyer and/or its customer(s). In addition, Buyer shall be entitled to the contractual penalty for delayed delivery of Items in accordance with this Agreement.

#### **15. TERMINATION.**

**15.1** Buyer may terminate all or any portion the PO upon at least 60 days' prior written notice to Vendor; provided that Buyer remains liable to pay for any compliant Items delivered prior to the effective date of such termination.

**15.2** Each Party may terminate the PO extraordinarily with immediate effect for good cause, where good cause shall include (a) the other Party being subject to any form of bankruptcy and/or insolvency proceedings or any other similar action indicating its inability to meet its financial obligations; (b) a material deterioration of assets of the other Party which may jeopardize such Party's performance; (c) a material breach by the other Party of any of its obligations under this Agreement, and such material breach cannot or has not been cured within thirty (30) days after written notice specifying the nature of the breach; (d) the failure by Vendor to timely deliver the ordered Items; and/or (e) any breach of Section 20 and/or 23.2.

**15.3** Notwithstanding any termination of the PO, each provision of this Agreement that, in order to give proper effect to its intent, should survive the termination of the PO shall survive such termination of the PO.

**16. CONFIDENTIALITY.** To the extent that Buyer and Vendor are parties or otherwise subject to an applicable non-disclosure or confidentiality agreement, the terms and conditions of such agreement shall take precedence over this Section. The receiving Party shall keep all Confidential Information, as defined below, strictly confidential, may only use the disclosing Party's Confidential Information for the purpose of performing this Agreement and may not disclose or copy any such Confidential Information to third-parties (other than its Authorized Personnel, as defined below, who have a need to know and who have been informed of and have agreed to receiving Party's obligations hereunder or similar obligations of confidentiality or are

professionally bound to confidentiality) unless authorized in advance by the disclosing Party in writing. Upon the disclosing Party's request, the receiving Party shall promptly return or destroy (and certify to such destruction) all of the disclosing Party's Confidential Information; provided that the receiving Party and its Authorized Personnel may retain any Confidential Information (a) to comply with Applicable Laws, (b) to the extent necessary to continue to perform its obligations under this Agreement or (c) as part of their respective regular automatic archiving and backup procedures; provided further, however, that any such retained Confidential Information shall remain subject to the terms and conditions of this Section for so long as it remains in the possession or control of the receiving Party or its Authorized Personnel. Each Party shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to Confidential Information to the extent it is: (i) in the public domain without fault of the receiving Party or its affiliates; (ii) known to the receiving Party at the time of disclosure; (iii) discovered or developed by the receiving Party independently from the Confidential Information and without breaching the terms of this Section; (d) rightfully obtained by the receiving Party on a non-confidential basis from a third party; and/or (iv) required to be disclosed under Applicable Law or court order. The obligations in this Section shall remain in full force and effect for a period of five years after the final delivery of the Items or earlier termination of this Agreement. "**Confidential Information**" means all confidential or proprietary information of the disclosing Party, including but not limited to, Specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by or on behalf of one Party to the other Party, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential". "**Authorized Personnel**" means, with respect to each Party, its affiliates (i.e. any companies controlled by or controlling the relevant Party under the Applicable Laws) and its and their respective representatives, employees, directors, agents, attorneys, consultants and advisors.

**17. GOVERNING LAW.** This Agreement shall be governed by the internal laws of Germany without reference to choice of law provisions and specifically excluding the United Nations Convention on Contracts for the International Sale of Goods. The courts at Buyer's registered office shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, including its subject matter, validity or formation.

**18. FORCE MAJEURE.** Neither Party shall be in default of their obligations under this Agreement to the extent their performance is prevented or delayed by any natural disasters, acts of God, civil unrest, wars, government-imposed sanctions, pandemics, or other unforeseeable, unavoidable and serious event ("**Force Majeure**"). The Party affected by the Force Majeure shall promptly inform the other Party in writing of the existence of (and any updates regarding) such Force Majeure and shall use its best efforts to minimize the duration and impact of such Force Majeure. If the Force Majeure persists for more than thirty (30) days, Buyer may cancel all or any portion of this Agreement with immediate effect without any liability to Vendor.

**19. CONFLICT MINERALS.** At Buyer's request, Vendor shall conduct an inquiry of all members of its supply chain and complete a questionnaire provided by Buyer regarding the usage of "**conflict minerals**" (as defined under Applicable Laws, and including specifically for this purpose, the Conflict Minerals provision of the Dodd-Frank Wall Street Reform and Consumer Protection Act) in Items supplied to Buyer to identify the presence and origin of conflict minerals in such Items.

**20. LABOR LAWS.**

**20.1** Buyer is dedicated to maintaining the highest level of honesty, integrity and candor regarding all aspects of its business. Buyer is committed to (i) operating with duly employed and qualified personnel, (ii) complying with all applicable employment, social security and pension, wage, security at the work-place, insurance and tax laws and regulations where it does business including, without limitation, complying with the laws against child labor, forced labor, and human trafficking, (iii) taking all risks and burdens of the activities, without exception. Buyer will not tolerate and Vendor agrees to ensure, in particular but without limiting any obligations of Vendor under this Agreement or Applicable Laws, that neither it nor any of its sub-suppliers or subcontractors, directly or indirectly, use child labor or forced or involuntary labor or traffic, abuse or physically punish any person and/or breach any Applicable Laws.

**20.2** Vendor shall hold Buyer fully harmless and indemnified against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable legal fees) arising out of and/or in connection with the activities carried out by it and/or any sub-suppliers and/or subcontractors (including in the event of any failure to comply with the German Minimum Wage Act (MiLoG) and/or any other health and safety, environmental, social security, insurance and tax, social, labor and immigration laws and regulations). If the applicable law requires fault of the respective breaching Party, this shall apply accordingly to Vendor.

**21. SUPPLY CHAIN COMPLIANCE.** Vendor shall ensure that its suppliers and sub-suppliers also comply with Sections 19 and 20 of this Agreement. A supplier within the meaning of this Section is anyone whose activities are necessary for the manufacture, performance and/or delivery of the Items, irrespective of whether it has a contractual relationship with Vendor. Buyer is entitled to verify at its own expense by its own employees or third parties by means of an audit on site and/or other suitable measures at least once per year to ensure compliance with Sections 19 and 20 herein. Vendor shall provide reasonable

access to all relevant sites, locations, areas, documents, and information for such inspections. Unless otherwise agreed by the Parties, such inspections may only take place during Vendor's normal business hours and may not substantially interfere with Vendor's business activities.

**22. CONFLICTS OF INTEREST.** Vendor represents and warrants to Buyer that that it has no business or professional, personal, or other interest that would conflict in any material manner with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises, Vendor shall immediately inform Buyer in writing of such conflict. If Buyer reasonably believes that such a conflict poses a material conflict with the performance of Vendor's obligations under this Agreement, then Buyer may terminate this Agreement immediately upon written notice to Vendor without further liability to Vendor.

**23. MISCELLANEOUS.**

**23.1 Amendment.** This Agreement may be amended only by an instrument in writing signed by each of the Parties. This also applies to any amendment to this written-form requirement.

**23.2 Assignment.** Vendor shall not assign, transfer (also as a part of extraordinary transaction, including the transfer of a business unit or the change of control), delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Buyer may at any time assign or transfer any or all of its rights or obligations under this Agreement to any affiliate or subsidiary of Buyer or any person acquiring all or substantially all assets of Buyer (or the relevant division of Buyer).

**23.3 No Waiver.** Neither the waiver by either Party of a breach of or a default under this Agreement, nor the failure of either Party on one or more occasions to enforce any provision of this Agreement or to exercise any right, remedy or privilege hereunder, shall be construed as a waiver of any subsequent breach or default of a similar nature or as a waiver of any such provision, right, remedy or privilege; neither shall any course of dealing between the Parties hereto be so construed; neither shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**23.4 Remedies.** The rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies which a Party would otherwise have at law or in equity.

**23.5 Severability.** If any provision of this Agreement shall for any reason be determined to be unenforceable, or in violation of any law, order or regulation, such unenforceability or violation shall not affect the remaining provisions of this Agreement. The unenforceable provision or the provision in violation of the law will be replaced or the lacuna remedied by a legally valid and practicable provision that the Parties deem to reflect in economic terms as closely as possible the essence and purpose of the unenforceable provision or the provision in violation of the law or the lacuna.

**23.6 Inurement.** This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective heirs, personal representatives, successors and assigns.

**23.7 Notice.** Unless otherwise specified, all notices and communications between Parties under or in connection with this Agreement shall be in writing and sent by registered mail (with return receipt), electronic mail, or courier to the registered address of the other Party.

**23.8 Relationship.** Vendor is an independent contractor and not the legal representative or agent of, or in partnership with, Buyer. Neither Party has the right or authority to assume, create or incur any liability or obligation, express or implied, against, in the name of or on behalf of the other Party.