

General Terms and Conditions of Purchase of PFINDER KG

1. Application; Form

- 1.1 These General Terms and Conditions of Purchase (hereinafter “**GTCPs**”) shall apply to all business relations between PFINDER KG, Rudolf-Diesel-Straße 14, 71032, Böblingen (hereinafter “**PFINDER**”), and its suppliers and business partners (hereinafter “**supplier**”; PFINDER and its suppliers shall also hereinafter individually be referred to as “**contractual party**” and jointly as “**contractual parties**”). The GTCPs solely shall apply if the supplying entrepreneur (Section 14 German Civil Code / BGB) is a legal person under public law or a separate fund under public law.
- 1.2 These GCTPs shall apply in particular to contracts concerning the purchase (i) of moveable items (hereinafter “**goods**”), as well as (ii) services (hereinafter “**Services**”; (i) and (ii) shall also hereinafter collectively be referred to as “**contractual services**”), regardless of whether the supplier itself realises the contractual service or orders it from a third party (Sections 433 and 650 of the German Civil Code). Unless agreed otherwise, these GCTPs shall also apply in the version in effect at the time of ordering by PFINDER, or in any case the version most recently communicated in writing to the supplier, as a framework agreement to similar future contracts, without the need on the part of PFINDER to refer to the application of such GTCPs in each individual instance.
- 1.3 These GTCPs shall apply exclusively. General terms and conditions of trade of the supplier which deviate from, contradict or supplement them shall form contractual components solely if, and to the extent that PFINDER explicitly approves their application in writing, i.e., in written or texted form (e.g., in a letter or email). This requirement of approval shall apply in all instances, e.g., including if PFINDER, whilst in cognisance of such general terms and conditions of trade of the supplier, without reservation accepts, or pays for a contractual service. Equally, any contractual terms/conditions of the supplier agreed in the past which contradict or supplement these GTCPs are no longer recognised and upon acceptance of these GTCPs shall in mutual agreement become ineffective.
- 1.4 Individual arrangements reached in individual instances with the supplier (collateral agreements, supplements and amendments) shall in all cases take precedence over these GTCPs. An agreement or, resp., confirmation from PFINDER in written or text form (e.g., in a letter or email) shall be authoritative as regards the contents of such arrangements, subject to proof to the contrary.
- 1.5 Legally relevant declarations and notices of the supplier (e.g., those setting a time limit, reporting a defect or announcing withdrawal or reduction) must be issued in written or text form (e.g., in a letter or email). This shall be without prejudice to statutory formal requirements or other proof, in particular in the event of doubt concerning proof of identity of the declarant.
- 1.6 Notices regarding the applicability of statutory regulations shall solely have clarifying significance. Statutory regulations shall therefore apply, including without such clarification, to the extent that they are not directly amended or explicitly excluded in these GTCPs.

2. Contract Conclusion

- 2.1 Offers of the supplier shall become binding upon its receipt by PFINDER and can be accepted by PFINDER within a term of (2) weeks.
- 2.2 The supplier can accept orders from PFINDER within two (2) weeks of its receipt by the supplier. Acceptance of an order by the supplier can be effectuated through signing of the order or by means of order confirmation. The supplier must send the order confirmation or a signed copy of the order to PFINDER. In the event that the supplier fails to confirm an order

from PFINDER in writing, delivery/performance without reservation of the contractual service by the supplier shall apply as acceptance of the order.

- 2.3 PFINDER rejects any changes made by the supplier to an order. They constitute a counter-offer on the part of the supplier, which is always subject to explicit acceptance by PFINDER in written or text form.
- 2.4 The supplier must notify PFINDER of obvious errors (e.g., typographic or calculation errors) relating to an order, or of any deficiency in the completeness of an order, including order documentation, for the purpose of correction or completion, resp., prior to acceptance, in the absence of which the agreement in question shall be considered not concluded.

3. Prices; Payment Conditions

- 3.1 The prices indicated by PFINDER for a given order shall be binding and shall apply to the contractual services to be provided by the supplier in the context of the order. Unless agreed otherwise, all prices shall be fixed prices, exclusive of VAT.
- 3.2 Prices shall include the contractual services and all ancillary services and ancillary costs of the supplier (in particular, correct packaging, customs, transport costs including any transport or liability insurance, any costs for arrival and departure including costs of lodgings and expenses, additional charges for additional, late, night, Sunday and holiday work and additional charges for difficult working conditions), unless otherwise agreed in an individual instance.
- 3.3 Payment by PFINDER shall be effectuated as from thirty calendar days following complete service performance – including any acceptance agreed – and receipt of a meaningful and verifiable invoice. Invoices must always include the PFINDER order number which the supplier received with PFINDER's order. To the extent that PFINDER makes payment within fourteen calendar days, the supplier shall give PFINDER a three per cent discount on the net invoice amount.
- 3.4 As regards bank transfers, payment by PFINDER shall be considered in time if the transfer order is received by the bank prior to lapsing of the payment term. PFINDER shall not bear responsibility for delays on the part of the bank involved with payment.
- 3.5 PFINDER shall not owe interest on maturity. Statutory regulations shall apply to delayed payment.
- 3.6 Rights of offset and retention, as well as the defence of an unfulfilled contract shall be due to PFINDER to the extent permitted by law. PFINDER shall in particular be entitled to withhold payment owed, to the extent that claims against the supplier are due to PFINDER based on incomplete or deficient service performance.

4. General Performance Obligations of the Supplier

- 4.1 The supplier is obliged always to realise contractual services in a professionally correct manner, whilst observing the rules and current state of relevant scientific and technological development generally recognised at the time of their realisation, as well as relevant statutory regulations, directives and professional norms.
- 4.2 All contractual services are to be realised at the time and at the place of performance agreed.
- 4.3 The goods supplied by the supplier must be in conformity with the laws and regulations in effect at the time of manufacture at their appropriate place of deployment but must minimally be in conformity with the current laws and regulations of the Federal Republic of Germany and the European Union.
- 4.4 Unless agreed otherwise, the supplier shall ensure that the results of contractual services

are compliant with all authoritative requirements for their marketing in the European Union and European Economic Area. The supplier must at its own expense document conformity of the goods with relevant statutory regulations by means of appropriate evidence and, in particular, certificates or attestations from qualified experts.

- 4.5 In realising the contractual services, the supplier must deploy sufficiently qualified personnel. The supplier solely may deploy third parties (subcontractors) for service performance following prior written consent from PFINDER. Such subcontractors shall be active as vicarious agents of the supplier.
- 4.6 The supplier is obliged to inform PFINDER concerning any obligations to obtain permits in connection with the (re-)export of its goods pursuant to German and EU export and customs regulations and the export and customs regulations of the EEA and of the country of origin of its goods. It shall communicate to PFINDER in writing and in time prior to delivery of the goods all relevant foreign trade data concerning the goods and their component parts.

5. Work Acceptance

- 5.1 In the event that the goods in question form a manufacturing facility (hereinafter referred to as “**facility**”), unless agreed otherwise in an individual instance, a preliminary acceptance (work acceptance) in accordance with the regulations as set out below shall take place prior to delivery of the facility.
- 5.2 Work acceptance shall take place at the location agreed, as a rule, the factory of the supplier.
- 5.3 Work acceptance must not be construed as acceptance in the legal sense and shall have no legal consequences. In particular, work acceptance shall be without prejudice to the rights of guarantee of PFINDER. As a condition for work acceptance, the facility must be built up to the fullest extent possible.
- 5.4 In connection with work acceptance, the essential features of the facility shall be tested and, insofar possible, a test run of the facility shall take place, during which the facility’s performance shall be simulated and its behaviour tested.

6. Delivery; Transfer of Risk; Acceptance Default

- 6.1 Deliveries shall be DDP (Delivered Duty Paid, Incoterms 2020) to the place of destination indicated in PFINDER’s order. In the event that no place of destination is indicated, unless agreed otherwise, delivery is to be made to the following address of PFINDER: Pfinder KG, Rudolf-Diesel-Str. 14, 71032 Böblingen. The respective place of destination shall also be the place of fulfilment for the respective delivery and any supplementary performance.
- 6.2 All deliveries must be accompanied by a delivery note, together with indication of the date (issue and shipping), contents of the delivery (article number and quantity) and PFINDER’s order number. Should the delivery note be lacking or fail to contain the aforementioned details, PFINDER shall not be responsible for resulting delays in processing and/or payment. Separate from the delivery note, the supplier must when shipping the goods also send PFINDER a corresponding notice of shipping with the same content.
- 6.3 Regarding software products, the supplier must upon request also provide PFINDER with full (system-technical and user) documentation. In connection with software especially created for PFINDER, the source code must also be provided.
- 6.4 Without prior explicit written consent from PFINDER, the supplier shall not be entitled to make partial deliveries and/or preliminary deliveries. Increased costs due to partial deliveries and/or preliminary deliveries must be borne by the supplier, to the extent that such partial deliveries and/or preliminary deliveries were not prompted by PFINDER.

- 6.5 The risk of accidental loss of, or accidental damage to the goods supplied shall pass to PFINDER upon handover at the place of fulfilment. To the extent that acceptance has been agreed or contractual service is a work performance, acceptance shall be authoritative in respect of the passing of risk. The provisions of Sec. 9 shall apply to acceptance.
- 6.6 Upon request, the supplier must at its own expense and risk reassume from PFINDER the packaging it has used. PFINDER shall be entitled to send back to the supplier the packaging used by the supplier, at the expense of the supplier.
- 6.7 In the event of delay of acceptance, statutory regulations shall apply. The supplier must also explicitly make its performance available to PFINDER in the event that a specific or specificable calendar date has been agreed for a (cooperative) action on the part of PFINDER (e.g., provision of information). In the event that PFINDER is behind schedule in respect of acceptance, the supplier can in accordance with statutory regulations demand compensation for extra expenses incurred (Section 304 BGB). If the agreement in question concerns a nonfungible item to be manufactured by the supplier (individual manufacture), further-reaching rights solely shall be due to the supplier if PFINDER has made an undertaking to cooperate and bears responsibility for its lacking cooperation.

7. Dates and Periods; Delays

- 7.1 Dates and periods agreed for the realisation of services or delivery of goods shall be binding. Concerning promptness of delivery, the receipt of goods at the place of destination shall be definitive (cf. Subs. 6.1).
- 7.2 In the event that the supplier is unable to fulfil agreed dates and periods, it must without delay notify PFINDER of this, whilst indicating the reasons for this and the expected duration of the delay.
- 7.3 In the event that the supplier is behind schedule with regard to deliveries or services, it shall – without prejudice to other rights – owe PFINDER for each working day that the delay exists a contractual fine amounting to 0.2 per cent of the net price of the goods or service in delay. **“Working days”** within the meaning of these GTCPs are defined as all days from Monday up to and including Saturday with the exception of legal holidays at the registered office of PFINDER. The total claim to a contractual fine shall be limited to five per cent of the net price of the goods of service in delay. The contractual fine shall be set off against any damage due to delay exceeding it; this shall be without prejudice to the enforcement of further damage compensation claims other than the contractual fine.

8. Assembly and Placement in Operation

To the extent that assembly and/or placement in operation of a facility by the supplier has been agreed, the following provisions shall apply:

- 8.1 Assembly
- 8.1.1 The supplier shall assemble the facility at the agreed location. Unless agreed otherwise, the supplier shall assemble the facility entirely through its own personnel.
- 8.1.2 The supplier must notify PFINDER when assembly of the facility has been completed, so that tasks in preparation of placement in operation of the facility can commence. At the time of notification of assembly completion, the build-up of the facility must be complete, any relevant software must already have been installed and all preliminary settings, e.g., rotation direction testing of motors, calibration of balances, function checks of valves and interface functions, must already have been carried out.

8.2 Placement in operation

- 8.2.1 Following successful assembly, the supplier shall place the facility in operation in the presence of PFINDER. It must in a prompt manner notify PFINDER of readiness for placement in operation.
- 8.2.2 Placing the facility in operation shall encompass all checks, adjustments, trial runs and tests of the facility that are required for attainment of proper function of the facility following assembly completion.
- 8.2.3 The supplier shall be responsible for the leading and successful execution of placement in operation, particularly in the function- and process-related senses.
- 8.2.4 PFINDER shall perform any such cooperative actions as may be required for placement in operation.

9. Acceptance

- 9.1 If the contractual services involve work performances or if acceptance has been agreed, the supplier must notify PFINDER in writing of completion of the contractual services, hand over the results or, resp., provide them for acceptance, and agree an acceptance date with PFINDER.
- 9.2 If no binding acceptance date has been agreed, acceptance shall take place within three (3) weeks after PFINDER has received notification from the supplier concerning completion of the contractual service and has been called upon by the supplier to accept.
- 9.3 To the extent agreed, or to the extent that it is required for checking the results of the contractual services, an acceptance test shall be carried out prior to acceptance of the result of a contractual service. Unless otherwise agreed, the supplier must prove proper operational function of a facility by means of a trial run of the facility.
- 9.4 Acceptance is to be effectuated in writing, normally in the form of a protocol. Unconditional payment on the part of PFINDER for contractual services may not be construed as acceptance or as a relinquishment of acceptance.
- 9.5 The provisions pursuant to this Sec. **Fehler! Verweisquelle konnte nicht gefunden werden.** shall apply mutatis mutandis to partial acceptances. In the event that partial acceptances are agreed, these exclusively shall be effectuated subject to full acceptance. In the event of the effectuation of partial acceptances, the supplier must notify PFINDER in writing of final completion of the products of the contractual services and call upon PFINDER to proceed to final acceptance.

10. Retention of Title

- 10.1 The supplier shall transfer ownership of goods to PFINDER unconditionally and without regard to payment of the relevant price.
- 10.2 In the event that, in an individual instance, PFINDER nevertheless accepts a conditional offer of the supplier for transfer of ownership through payment of the purchase price, the retention of title of the supplier shall lapse at the latest upon payment of the purchase price for the goods delivered. In the instance of an existing retention of title in the orderly course of business, PFINDER shall prior to payment of the purchase price also remain authorised to resell the goods whilst assigning the resulting future claim. Consequently excluded are in any case all other forms of retention of title, in particular expanded and transferred retention of title and retention of title extended for further processing.

11. Guarantee; Obligations of Inspection and Complaint

- 11.1 To the extent not otherwise regulated below, statutory regulations shall apply to the rights of guarantee of PFINDER vis-à-vis the supplier.
- 11.2 The supplier undertakes vis-à-vis PFINDER, that contractual services (a) shall correspond to the contractually agreed specifications and, to the extent that no specific quality criteria have been agreed, minimally exhibit commercially customary quality, (b) are free of defects and fully marketable (especially as concerns materials, construction and workmanship), (c) are unencumbered by rights of third parties, (d) violate no laws and (e) are suitable and sufficient for the purpose foreseen in the order. In any case, those product and performance descriptions which, through specification or reference in an order, are the object of the agreement in question or, in the same manner as these GCTPs, have been included in the agreement, shall apply as having been agreed in respect of specifications. It shall be irrelevant whether the product or performance description originates with PFINDER, the supplier or a third party.
- 11.3 PFINDER shall be entitled to select the type of supplementary performance involved. The supplier may reject the type of supplementary performance selected by PFINDER if it is only possible based on disproportionately high costs. In the event that the supplier fails to fulfil its obligation of supplementary performance within an appropriate term set by PFINDER, PFINDER shall be entitled itself to correct the defect (self-performance) and demand compensation by the supplier of the expenses incurred. PFINDER can demand from the supplier an appropriate advance payment for the expenditures required for correction of the defect.
- 11.4 To the extent that, owing to their type and their purpose of use, the goods were integrated or added in/to another item, the extraction of the defective goods and their reintegration shall also form part of supplementary performance. This shall be without prejudice to a claim on PFINDER's part to compensation for corresponding expenditures.
- 11.5 Supplementary performances must take place within five (5) working days, except in individual instances in which a longer term for supplementary performance is appropriate or essential.
- 11.6 The lapsing of guarantee claims shall be in accordance with statutory regulations.
- 11.7 The statutory requirements concerning the obligations of inspection and compliance (Sections 377 and 381 German Commercial Code / HGB) shall apply subject to the following conditions: The PFINDER's obligation of inspection shall be limited to defects that come to light during incoming goods inspection through external assessment of the goods, including delivery documents (e.g., transport damage or incorrect/deficient deliveries), or that become apparent during quality control random checks, without prejudice to the obligation of complaint concerning subsequently discovered defects. A complaint (notice of defect) shall, without prejudice to PFINDER's obligation of inspection, in any case apply as immediate and prompt, if dispatched by PFINDER within seven (7) working days of discovery or, in the instance of obvious defects, upon delivery. Subs. 11.7 shall not be applicable if acceptance has been agreed.

12. Liability; Release

- 12.1 The liability of the supplier shall be in accordance with statutory regulations.
- 12.2 The supplier shall release PFINDER from all claims asserted by third parties against PFINDER based on a culpable breach of obligation by the supplier. In particular, the supplier shall release PFINDER from
- 12.2.1 all claims asserted by third parties against PFINDER based on violation of industrial

property rights through contractual services.

- 12.2.2 all claims resulting from a violation by the supplier or a subcontractor of the supplier of obligations to pay minimum wages, agreed wages, taxes or social security contributions.

Release shall be effectuated upon demand. The supplier shall reimburse PFINDER for all necessary expenditures in connection with a claim in accordance with this Subs. 12.2 (in particular, court expenses, lawyers' fees, other consultants' fees or experts' fees). This shall not apply to the extent that the supplier can substantiate that it is neither the case that it is responsible for the violation of obligation, nor that it should have been aware of the violation whilst exercising the due care of a diligent businessperson at the moment of delivery of the goods or, resp., the moment of contractual service.

13. Product Liability

- 13.1 The supplier shall be liable for all claims asserted by third parties based on personal or material damages which are attributable to defective goods supplied by it.
- 13.2 In the event that, as a result of an official decision, PFINDER is obliged or, for reasons of safety, bound to execute a recall vis-à-vis third parties based on a defect in goods supplied by the supplier, the supplier shall bear all costs connected to the recall. To the extent possible and reasonable, PFINDER shall inform the supplier concerning the nature and extent of such recall measures and give it an opportunity to comment. This shall be without prejudice to further-reaching statutory claims.
- 13.3 The supplier must at its own expense maintain product liability insurance with appropriate coverage. The product liability insurance shall not be required to provide coverage for the risk of recall or punitive or comparable damages, unless otherwise agreed in an individual instance. The supplier shall at all times be required upon request to present to PFINDER a copy of the liability insurance policy.

14. Supplier's Recourse

- 14.1 As well as claims based on defects, unlimited statutory recourse claims within a supply chain (Sections 445a, 445b, 478 BGB) are due to PFINDER.
- 14.2 Before PFINDER recognises or fulfils a claim based on a defect that is asserted by one of its customers, PFINDER shall notify the supplier, providing it with a brief statement of the facts, and requesting it to comment in writing. In the event that a substantiated commentary has not been received within an appropriate term and no solution has been realised in consultation between PFINDER and the supplier, the defect claim actually conceded by PFINDER as owed by PFINDER to the customer shall apply. In such an instance, the burden of proof shall lie with the supplier.
- 14.3 Claims based on supplier's recourse shall also apply if the defective goods have been further processed by PFINDER or another company.

15. Forces Majeure

- 15.1 In the event of a force majeure, the contractual party affected shall for the duration of the force majeure and in accordance with the extent of the effect of the force majeure be released from its performance obligation. A force majeure is here defined as any event which lies outside the sphere of influence of the contractual party in question through which it entirely or partially is impeded from fulfilling its obligations, including damage through fire, floods, strikes, lawful lockouts, unforeseeable epidemics or pandemics, official decrees, statutory

amendments or other disturbances to operations for which it cannot be blamed.

- 15.2 The contractual party affected shall without delay notify the other contractual party of the occurrence as well as of the cessation of the force majeure and do everything in its power to remedy the force majeure and, to the extent possible, limit its effects.
- 15.3 The contractual parties shall upon occurrence of the force majeure coordinate their further actions and determine whether as yet to realise the contractual services which were not realised during this period once it ends. Regardless of this, each contractual party shall be entitled to withdraw from the agreement or, resp., to give notice of termination, in the event that the force majeure continues for more than five (5) weeks subsequent to elapsing of the contractually agreed period of notice.

16. Ownership Protection; Materials Provided

- 16.1 PFINDER shall retain ownership and copyright in respect of all orders issued by PFINDER to the supplier as well as all drawings, illustrations, calculations, descriptions and other documents (together with the “**PFINDER Documents**”) provided to the supplier. Without the explicit consent of PFINDER, the supplier may neither make the PFINDER Documents available to third parties nor utilise or duplicate them, nor do so through third parties.
- 16.2 For such items as raw materials and tools (hereinafter collectively referred to as “**resources**”) which PFINDER in the context of an agreement provides to the supplier or which are manufactured for contractual purposes and for which PFINDER is separately invoiced by the supplier, the following provisions shall apply:
 - 16.2.1 The resources shall remain the property of PFINDER; at the earliest moment possible, but at the latest upon payment for the resources by PFINDER, the supplier shall transfer to PFINDER ownership of the resources manufactured and separately invoiced by the supplier.
 - 16.2.2 The supplier shall clearly designate the resources as the property of PFINDER, keep them in safe custody, protect them to the extent appropriate from damage of any kind and utilise them solely for purposes of the agreement.
 - 16.2.3 The costs of maintaining the resources shall be shared equally between the contractual parties, unless otherwise agreed. However, to the extent that costs are attributable to defects in the resources manufactured by the supplier or their inappropriate use by the supplier, its employees or other vicarious agents, such costs are to be borne solely by the supplier. The supplier must without delay inform PFINDER concerning all damage to the resources that is not limited to unsubstantial damage. Upon PFINDER’s demand, the supplier shall be obliged to hand over the resources to PFINDER in proper condition if they are no longer required by it for fulfilment of its contractual obligations vis-à-vis PFINDER.
 - 16.2.4 Processing, mixing or bonding (further processing) of resources shall be performed by the supplier for PFINDER.

17. Replacement Parts

- 17.1 The supplier shall be obliged to retain replacement parts in sufficient quantity for the goods supplied to PFINDER. This obligation shall exist independent of the continuing duration of, or grounds for a termination of any agreement between the contractual parties for a period of ten (10) years following ending or, resp., fulfilment of a given agreement (hereinafter referred to as the “**replacement parts period**”), unless further supply objectively and demonstrably cannot be expected of the supplier; this is without prejudice to the provisions of Sec.

17.2.

- 17.2 The supplier shall grant PFINDER promptly, but at the latest six (6) months prior to elapsing of the replacement parts period, the opportunity of a final order. The same shall apply in the event that, during the replacement parts period, it becomes apparent to the supplier that supply for the duration of the replacement parts period will no longer be possible and the supplier is unable to offer PFINDER any other acceptable possibilities of provision (e.g., the supply of technically and qualitatively equivalent goods). The supplier shall be obliged in writing to notify PFINDER of a termination of the possibility of provision during the replacement parts period, without this having the effect of releasing the supplier from possible damage compensation claims.
- 17.3 Following termination of the replacement parts period, the supplier shall upon demand provide PFINDER with the technical information and documentation required for the manufacture of the replacement parts and grant PFINDER the nonexclusive rights of use attaching to any existing industrial property rights (including copyright and knowhow) of the supplier required for this, including the right of production by third parties. The foregoing shall also apply to the termination of the replacement parts period in the event that further supply objectively and demonstrably cannot be expected of the supplier. The aforementioned performances shall be compensated by the prices agreed for replacement parts deliveries.

18. Quality Assurance; Auditing

- 18.1 The supplier shall be required to establish and maintain a documented quality assurance system which is state-of-the-art both in terms of type and size and must also oblige its suppliers and subcontractors correspondingly. As suitable quality assurance systems, the following standards shall, depending on the task and the performance involved, respectively apply: ISO 9001:2015, ISO 14001:2015, ISO 45001:2018 and IATF 16949. The supplier must draw up records, in particular regarding its quality tests, and, upon request, provide these to PFINDER.
- 18.2 PFINDER shall be entitled, following appropriate prior coordination with the supplier, to determine through audits whether the supplier's quality assurance measures guarantee fulfillment of PFINDER's requirements. For this purpose, the supplier shall grant PFINDER or a person mandated by PFINDER (auditor) unencumbered access to all relevant areas, as well the right to inspect all quality-relevant documents during normal business hours.
- 18.3 The auditor shall, in consultation with the supplier, be entitled to make copies of quality-relevant documents and take these with him/her. Appropriate restrictions of the supplier for the purpose of ensuring its trade secrets shall be accepted. As part of an audit, the supplier shall in particular grant PFINDER the right to inspect its production processes.

19. Confidentiality

- 19.1 The supplier shall be obliged to treat all confidential information of PFINDER with strict confidentiality. "**Confidential information**" shall include, in particular, trade secrets and operations-related secrets, knowhow, technical data, software (including source and machine codes), drawings, samples, specifications, data sheets, technical reports, maintenance handbooks, marketing and sales/distribution methods, designs, instructions, working methods, work processes, strategies, technologies, information, identities of, and information to employees, customers, suppliers, subcontractors, distributors and sales representatives, information concerning the business activities of PFINDER, customers of PFINDER, parent companies, subsidiaries and groups of PFINDER, personal data of any person in the employ of PFINDER and any information which can be regarded as confidential or which by virtue of its nature can be viewed as confidential.

19.2 The supplier shall be obliged

- a) to observe strict confidentiality in respect of all confidential information of PFINDER, to treat it with strict confidentiality and to utilise it exclusively in connection with the fulfilment of the agreement with PFINDER,
- b) to disclose confidential information of PFINDER solely to persons who are in its employ or who work for it and who depend on cognisance of such information in order to fulfil the obligations based on the agreement with PFINDER, provided that the supplier has ensured that these persons shall observe the obligations pursuant to this Sec. **Fehler! Verweisquelle konnte nicht gefunden werden.** as though they themselves were bound to them, and
- c) to take appropriate measures for protecting the confidential information of PFINDER and for preventing disclosure, unauthorised access to, and unauthorised utilisation of the confidential information of PFINDER; the supplier must – without limitation to the foregoing – minimally take such measures which it also takes for the protection of its own confidential information of a similar nature, but in any case measures which are not lesser in extent than generally appropriate measures for observing requisite care in one's dealings.

19.3 The aforementioned obligation of confidentiality shall not apply in the event and to the extent that the supplier can substantiate that (i) at the time of its receipt, the information was already in the public domain or that, subsequent to the time of its receipt, it entered the public domain through no fault on its part, (ii) that it was already known to it at the time of its receipt, (iii) that it lawfully was given access to it by third parties without a direct or indirect obligation of confidentiality vis-à-vis PFINDER having been violated previous to that, (iv) that PFINDER consented to the disclosure, (v) that the recipient of the confidential information is obliged to observe confidentiality pursuant to professional law, or (vi) that the supplier is obliged to disclose confidential information of PFINDER in the context of legal proceedings or other official proceedings. In the last-mentioned instance, the supplier must without delay inform PFINDER and, to the extent allowed by legal options, provide it with support in preventing or limiting disclosure.

19.4 Upon demand, but at the latest following the ending of the agreement with PFINDER, The supplier must, unsolicited, hand over the confidential information of PFINDER to PFINDER together with written confirmation that it has retained no copies, to the extent that PFINDER has not explicitly permitted further use. All files or other forms of data storage are to be permanently deleted, to the exception of copies needed for purposes of documentation, as well as information kept on regular backups, to which confidentiality shall continue to apply.

19.5 The obligation of confidentiality shall not end through an ending of the agreement but shall remain in effect for a period of five (5) years beyond such and ending.

19.6 Without prior written consent from PFINDER, the supplier shall not be permitted to mention PFINDER as a reference.

20. Compliance

20.1 The supplier must, in its business dealings with PFINDER, observe all relevant statutory regulation which apply to it. In particular, the supplier must

- 20.1.1 neither in its business dealings nor in its relations with officials, offer or grant or, resp., demand or accept advantages which violate anticorruption regulations in effect;

- 20.1.2 refrain from reaching agreements or agreeing concerted practices with other companies with the aim or effect of impeding, limiting or falsifying competition within the meaning of antitrust directives in effect;
 - 20.1.3 observe all relevant statutes for the regulation of the general minimum wage; the supplier shall upon request substantiate its observance of the aforementioned undertaking;
 - 20.1.4 observe all relevant statutory regulations in effect concerning the treatment of employees, environmental protection and employment security and in its activities work toward reducing disadvantageous consequences to human beings or the environment.
- 20.2 The supplier must do everything in its power to ensure that the obligations as set out in this Sec. 20 that concern the supplier are observed by third parties called in by it (suppliers, subcontractors).

21. Final Provisions

- 21.1 Exclusively the law of the Federal Republic of Germany shall apply to these GCTPs and to the contractual relations between PFINDER and the supplier, to the exclusion of international uniform law – in particular to the exclusion of the UN Sales Convention – and to the exclusion of private international law.
- 21.2 The exclusive place of jurisdiction for all disputes directly or indirectly issuing from or connected to the contractual relationship shall be Böblingen. PFINDER shall however also be entitled to institute action in the general place of jurisdiction of the supplier.
- 21.3 Amendments and supplements to these GTCPs, including to this provision, must be in writing to have effect. The requirement of the written form can also be satisfied through qualified electronic signature.
- 21.4 In the event that a provision of these GTCPs is or becomes entirely or partially void, ineffective or unviable, or in the event that an inherently necessary provision is not contained therein, this shall not influence the effectiveness and viability of the remaining provisions of these GTCPs. A legally admissible provision which approximates as closely as possible what PFINDER and the supplier intended, or which they would have agreed in accordance with the meaning and purpose of these GTCPs if they had recognised the relevant ineffectiveness or loophole, shall replace the relevant void, ineffective or unviable provision, or, resp., close the relevant loophole. This severability clause shall not result in a mere reversal of the burden of proof but shall override Section 139 BGB entirely.
- 21.5 The supplier shall not be entitled, without prior written consent from PFINDER, to transfer and/or assign rights or obligations issuing from this agreement with PFINDER to third parties. The aforementioned prohibition of assignment shall not apply to pecuniary claims.