

## Fritzmeier Group General Procurement Terms

### I. Scope

(1) The following terms and conditions ("General Procurement Terms" or "GPTs") apply to all business relations relating to the delivery of movable goods ("Goods" or "Products") and the provision of employment and manufacturing services ("Services") from business partners and Suppliers ("Supplier") to Georg Fritzmeier GmbH & Co. KG and its affiliate companies worldwide ("Fritzmeier"). These GPTs shall apply irrespective of whether the Supplier self-supplies or procures at third parties for delivery to Fritzmeier. These GPTs assume that the Supplier is an entrepreneur as defined under Section 14 of the German Civil Code ("BGB").

(2) These GPTs apply, as amended, as a framework agreement to all future purchase, delivery or service contracts with the Supplier, even if Fritzmeier fails to reference these when negotiating the future transaction. The most recent version of these GPTs is available at <https://www.fritzmeier.de/en/footer-navigation/legal/>.

(3) Individual contractual arrangements with the Supplier (in particular framework supply agreements, quality assurance agreements) and specifications in Fritzmeier's order shall take precedence over these GPTs, but must at least be in text form. The same requirement applies to legally relevant declarations and notifications made vis-a-vis Fritzmeier after conclusion of the contract. The Supplier's general terms and conditions of business, sale or delivery shall not apply even if Fritzmeier does not expressly object to them. In the event the Parties have agreed application of the Fritzmeier Group Terms and Conditions for ordering Machines, Assembly Technology and Mechanical Equipment, or application of the Fritzmeier Group Terms and Conditions for the Purchase of Services, such conditions shall prevail over these GPTs, and the GPTs apply where the prevailing conditions remain tacit.

(4) Any reference herein relating to statutory provisions is for clarification only. For the avoidance of doubt, statutory provisions shall apply unless they are directly amended or expressly excluded in these GPTs.

### II. Order Mechanism

(1) Any order made by Fritzmeier to the Supplier must be in written or text form. The Supplier shall confirm each order within a period of one week at least in text form or execute it immediately and without reservation. Any change or delay shall be considered a counter-offer which requires acceptance by Fritzmeier.

(2) Any offer, design or sample by the Supplier shall be made or provided are free of charge for Fritzmeier. At the request of Fritzmeier, the Supplier will take back samples immediately and at its own expense.

### III. Delivery time and delay

(1) Any delivery time specified by Fritzmeier in the order shall be binding. In the event it is foreseeable that such delivery time cannot be met, the Supplier shall notify Fritzmeier without delay, at least in writing, stating the reasons and the expected delay. Deliveries ahead of schedule as well as partial deliveries may not be made unless prior consent of Fritzmeier has been obtained.

(2) Should the Supplier fall into arrears, Fritzmeier is entitled to liquidated damages amounting to 0.5% of the net order value per week of delay, but no more than 5% of the net order value. Fritzmeier may prove that a higher damage has occurred. The Supplier may prove that no damage or a significantly lower damage has occurred. The liquidated damages shall be set off against any other claim for damages Fritzmeier may assert.

(3) Fritzmeier's right to demand delivery shall continue to exist unless the Supplier, at Fritzmeier's request, pays full compensation in lieu of delivery. Acceptance of delayed delivery, even if made without reservation, does not constitute a waiver of any claim for damages or penalty.

### IV. Delivery Terms, Transfer of Risk

(1) Unless agreed otherwise individually, all deliveries must be made free of charge to the destination ("Destination") specified in the order (DPP Destination as specified under INCOTERMS 2020).

(2) The Destination shall be deemed both place of performance and fulfilment, and risk shall transfer at the Destination. Where, as the case may be, a formal acceptance requirement has been agreed individually, risk shall transfer upon acceptance. If Fritzmeier falls into arrears with acceptance (as defined by statutory provisions), this shall be deemed equivalent to handover or acceptance. However, the Seller must expressly offer Fritzmeier its performance even if a specific or determinable calendar time has been agreed for an action or co-operation by Fritzmeier (e.g. provision of material). If Fritzmeier is in default of acceptance, the Seller may demand compensation of additional expenses in accordance with statutory provisions. If the contract concerns a non-fungible item to be manufactured by the Seller (one-off production), the Seller shall only be entitled to further rights if Fritzmeier undertakes to co-operate and is responsible for the failure to co-operate.

### V. Price, Payment Terms, Transfer of Title

(1) The price stated in Fritzmeier's order is binding. All price quotations are exclusive of statutory sales tax, even if not shown separately.

(2) Unless expressly agreed otherwise, the price includes all services and ancillary services (e.g. assembly, installation) of the Supplier as well as any ancillary cost (e. g. proper packaging, customs, import duties, transport costs including insurance).

(3) Invoices are to be sent to Fritzmeier, stating the invoice number, order number, quantity, price and any other reference information required for processing the invoice.

(4) Payments shall be made by Fritzmeier in accordance with the individually agreed payment terms, absent which the payment target is 60 days following receipt of an invoice meeting the tax requirements. Fritzmeier may deduct 3% cash discount in the event of payment within 14 days. In the case of bank transfer, payment shall be deemed on time if the transfer order is received by the bank before the payment deadline expires; Fritzmeier is not responsible for delays caused by the banks involved in the payment process.

(5) Should Fritzmeier fall into arrears with a payment, no default shall be deemed to have occurred unless Fritzmeier has received a default notice. Should Fritzmeier default with a payment obligation, such payment obligation shall bear interest in the amount of 5% per year above European Central Bank base rate. Fritzmeier does not owe any non-acceptance interest payments.

(6) The Supplier may not exercise offsetting or retention rights unless his claim has been uncontested or finally adjudicated. Fritzmeier is entitled to set-off and retention rights as well as the defense of non-fulfilment of the contract to the extent permitted by law. In particular, Fritzmeier may withhold payments as long as Fritzmeier has claims against the Supplier based on incomplete or defective services.

(7) Should the Supplier retain title in the Products delivered to Fritzmeier subject to purchase price payment, such title shall pass, in any event, with purchase price payment for the respective delivery latest. In no event shall transfer of title from Supplier to Fritzmeier be subject to payment for other claims of Supplier, in particular not through an extended or expanded retention of title.

(8) Should Fritzmeier provide the Supplier with any material, such material remains the property of Fritzmeier. Any processing, mixing or combining (further processing) of such material shall be carried out by Supplier on behalf of Fritzmeier. The same applies processing of goods delivered by Fritzmeier, so that Fritzmeier is considered the manufacturer and acquires ownership of the product no later than the last production step in accordance with statutory provisions.

### VI. Quality, performance-related secondary duties

(1) The Supplier shall deliver Goods and Products free of defects of material or of title, and according to the specification in the order. Services shall be provided by the Supplier in accordance with Fritzmeier's statement of requirement. Any Good or Product must comply with all statutory provisions and be state of the art at the time of delivery.

(2) The Supplier guarantees that all delivered Products are free of third party rights. The Supplier shall indemnify and hold Fritzmeier harmless, at first request, from any claim that third parties assert in connection with the Product against Fritzmeier.

(3) Fritzmeier operates a quality management system in accordance with ISO 9001. The Supplier undertakes to secure quality of Products and Services by operating a state-of-the-art quality assurance system which is at least equivalent, and to carry out quality assurance measures as demanded by Fritzmeier or otherwise necessary during and after the production process. The Supplier shall maintain records relating hereto. At Fritzmeier's request, the Supplier shall provide reasonable evidence as to the Supplier's quality assurance system. Fritzmeier may audit the Supplier's quality assurance system and operations both at the Supplier and, as the case may be, at the Supplier's Suppliers. Fritzmeier is entitled to conduct quality audits during the Supplier's usual business hours for quality assurance purposes, or to have such audits conducted by third parties who are not competitors of the Supplier. Fritzmeier may demand the Supplier to enter into a Quality Assurance Agreement based upon the template at [www.fritzmeier.de](http://www.fritzmeier.de).

(4) In the event the Supplier, his employees or contractors are physically present at a Fritzmeier location, the Supplier shall procure that the house rules and, if applicable, plant regulations of Fritzmeier are maintained at all times. Fritzmeier may make access to factory premises subject to the precondition that the respective persons accept a corresponding agreement.

(5) The Supplier shall take back the packaging material used for delivery of Products. The Supplier shall bear the cost of return shipment. Should the Supplier refuse to take back packaging material, Fritzmeier may send it back or to recycle it, both at the cost and expense of the Supplier.

## **VII. Defects of material and title**

(1) In the event of defects of material or title (including incorrect and incomplete deliveries as well as improper assembly/installation or inadequate instructions) and in the event of other breaches of duty by the Supplier, the statutory provisions and, exclusively for the benefit of Fritzmeier, the following additions and clarifications apply to Fritzmeier's rights.

(2) The Supplier represents and warrants that the Products delivered meet, upon transfer of risk, the agreed quality and specification, including, without limitation, product descriptions of the Supplier (or specification sheets by Fritzmeier) which have, by reference or quotation in Fritzmeier's order, become part of the contract or included as terms and conditions otherwise. It makes no difference whether the product description originates from Fritzmeier, the Supplier or the manufacturer. In the case of products containing digital elements or digital content, the Supplier shall provide and update the digital content to the extent that this results from a quality agreement or product descriptions of the manufacturer or on his behalf, in particular on the internet, in manufacturer's advertising or on the product label.

(3) The commercial inspection and defect notification requirements defined in Section 377 of the Commercial Code ("HGB") shall apply to the delivery of Products as follows: Fritzmeier's obligation to inspect is limited to defects that are clearly evident upon delivery or regarding delivery documents (e.g. transport damage, incorrect or incomplete delivery) or that are recognizable during quality control in a random sample procedure. If a formal acceptance has been agreed, there is no obligation to inspect upon delivery. For non-evident defects, it depends on the extent to which an inspection is feasible in the normal course of business, taking into account the circumstances of the individual case. The obligation to give notice of defects discovered later remains unaffected. Notwithstanding the obligation to inspect, the complaint (notification of defects) by Fritzmeier shall be deemed to be immediate and timely if it is sent within 10 working days of discovery or, in the case of obvious defects, of delivery.

(4) For each legitimate complaint related to a defect and each notification of a defect – under Section 377 HGB or otherwise – Fritzmeier is entitled to an administration and handling fee of 100.00 EUR (net).

(5) In the event the Supplier fails, after expiry of a reasonable deadline set by Fritzmeier, to remedy defects by means of – at the discretion of Fritzmeier – rectifying the defect (rectification) or delivering a defect-free item (replacement), Fritzmeier shall be entitled to remedy the defect itself or have the defect rectified by a third party, and to demand compensation from the Supplier for any necessary cost and expense. In the event Fritzmeier remedies the defect itself, Fritzmeier may demand, without further evidence, reimbursement of expenses in the amount of EUR 110.00 (net) per man hour. Such demand shall not exclude the assertion of higher damages (in particular where Fritzmeier is obliged to compensate its own customer for the damage or consequential damage caused by the defect). However, the Supplier reserves the right to prove that Fritzmeier has incurred no damage or only minor damage. Should Supplier's attempts to remedy the defect have failed, or should it be unreasonable for Fritzmeier to wait for expiry of such deadline (e.g. because of particular urgency, endangerment of operational safety or imminent occurrence of un-proportional damage), no deadline is required; Fritzmeier shall however inform the Supplier without delay, if possible beforehand, of such circumstance.

(6) In the event the defect is remedied by delivery of a replacement item, a new warranty period for the replacement product shall commence from the delivery of the replacement product. This does not apply, however, if the Supplier has rightly made a reservation whereby the delivery of the defect-free item constitutes an act of goodwill, aims to avoid a dispute or seeks to encourage continued supply relations.

(7) In terms of scope, remedy of defects includes – for the avoidance of doubt – the removal of the defective goods and their reinstallation, provided that the goods were installed in another item or attached to another item in accordance with their type and intended use before the defect became apparent. Fritzmeier's statutory right to demand reimbursement of corresponding expenses (dismantling and installation costs) remains unaffected. The Supplier shall bear the expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, dismantling and installation costs, even if it turns out that there was actually no defect. Fritzmeier's liability for damages in the event of an unjustified request for defect rectification remains unaffected; in this respect, however, Fritzmeier is only liable if Fritzmeier recognized or grossly negligently failed to recognize that there was no defect.

(8) For the avoidance of doubt, nothing herein restricts Fritzmeier's statutory rights to demand reduction of the purchase price or to withdraw

from the contract or to claim compensation for damages and expenses to the extent permitted by law.

## **VIII. Triangular supply, in particular Vendor Parts**

(1) The purchase order submitted by Fritzmeier may refer to a product ("Vendor Part") which is subject to a specification or an agreement which a third party, for example the end customer or system manufacturer ("OEM"), has made directly with the Supplier. As this typically means the price and change sovereignty for the Vendor Part lies with the OEM and not Fritzmeier, the following special provisions shall apply to such Vendor Parts.

(2) The supplier shall inform Fritzmeier immediately, but in any event within three working days, if changes to the specification of the Vendor Part, its price or other delivery conditions are made or agreed between the Supplier and the OEM, or if such agreements cease to apply.

(3) The Supplier shall always supply Fritzmeier with the latest version of the Vendor Part which has been agreed between the Supplier and the OEM, even if the purchase order from Fritzmeier still refers to an older version. If the Supplier agrees with the OEM to make changes to the Vendor Part which result in Fritzmeier no longer being able to use the previous version of the Vendor Part, the Supplier shall take back any existing stock of the previous version Fritzmeier may have, and refund the purchase price. Notwithstanding any right Fritzmeier may have under Section XVI. hereto, this applies in particular where the Supplier modifies software or firmware embedded or installed in a Vendor Part or changes a hardware interface.

(4) Any agreement between the OEM and the Supplier pertaining to the Vendor Part or delivery, warranty, non-performance, damages or reimbursement of costs relating thereto also apply for the benefit of Fritzmeier. In particular, the warranty periods agreed between the Supplier and the OEM shall also apply vis-à-vis Fritzmeier, unless a longer period is stipulated in these GPTs. Furthermore, Fritzmeier may assign its warranty claims against the Supplier to the OEM and demand compensation from the supplier for all damage, expenses and other financial disadvantages suffered by Fritzmeier as a result of a Vendor Part not fulfilling the Supplier's agreement with the OEM.

## **IX. Recourse claims within supply chains**

(1) Fritzmeier reserves all statutory rights to claim for reimbursement of expenses and damages within the supply chain (pursuant to Sections 478, 445a, 445b or Sections 445c, 327 para. 5, 327u of the Civil Code) in addition to any claim for defects. In particular, Fritzmeier is entitled to demand from the Supplier exactly the type of subsequent performance (repair or replacement) that Fritzmeier owes vis-a-vis its customer; in the case of goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates. The statutory right of choice (§ 439 para. 1 BGB) is not restricted by this.

(2) Before Fritzmeier acknowledges or fulfils a claim for defects asserted by its own customer (including reimbursement of expenses pursuant to Sections 445a para. 1, 439 para. 2, 3, 6 sentence 2, 475 para. 4 of the Civil Code), Fritzmeier shall notify the Supplier and request a written statement of the facts. If a substantiated statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by Fritzmeier shall be deemed owed to the Supplier's own customer. In this case, the Supplier shall have the burden of proof to the contrary.

(3) For the avoidance of doubt, Fritzmeier retains its rights vis-a-vis the Supplier even if defective goods have, in the interim, been processed or used for manufacturing, installation or assembly by Fritzmeier.

## **X. Product Liability and Insurance Cover**

(1) The Supplier shall indemnify, reimburse and hold harmless Fritzmeier of any and all cost and expense arising from damages claims or product liability assertions made by a third party, to the extent that the root cause lies within Supplier's sphere of control and organization and Supplier would be liable itself vis-a-vis the third party.

(2) Without limitation to the foregoing, the obligation of Supplier to indemnify Fritzmeier includes all costs and expenses arising from or in connection with the product liability assertion. This includes in particular the cost of a recall. Before such recall, Fritzmeier shall inform the Supplier, enable the Supplier to cooperate and discuss an efficient implementation; this does not apply however if information or participation of the Supplier is inappropriate due to particular urgency. Without limitation, the Supplier shall also bear the cost of appropriate precautionary measures to protect Fritzmeier against claims arising from non-contractual liability which are due to defects of Products delivered by the Supplier (e.g. cost of communication measures). Further statutory claims remain unaffected.

(3) During its business relation with Fritzmeier, the Supplier shall, at any time, take out and maintain sufficient product insurance coverage and provide, upon request, evidence of such insurance.

## **XI. Customs and Export Control**

(1) The Supplier shall inform Fritzmeier in writing, as soon as possible before the delivery date, of any approval requirements for delivery of Products under German, European (EU) or U. S. export, customs and foreign trade law; the same applies to any corresponding requirement from the country of origin of the Products. For this purpose, the Supplier shall promptly provide Fritzmeier with any necessary information and data that is reasonably required for export, import and, as the case may be, re-export of the Goods, in particular correct customs tariff numbers.

(2) In the event of an infringement of the obligations under the previous paragraph, the Supplier shall bear any cost, expense and damage Fritzmeier suffers from such infringement (e. g. additional non-domestic import duties, fines and penalties).

## **XII. Legal and technical compliance**

(1) The Supplier shall comply with any applicable legal and regulatory provision. The Supplier shall comply with all generally accepted rules of engineering (in particular DIN/EN/ISO standards, VDE regulations, VDI guidelines) and applicable provisions on product safety (in particular the product safety code).

(2) The Supplier shall abide by the technical, legal and social principles laid out in Fritzmeier's Code of Conduct for Suppliers, as amended, published at [www.fritzmeier.de](http://www.fritzmeier.de).

(3) In the event the Supplier is in breach of any provision in this Section, the Supplier shall reimburse Fritzmeier and the customers of Fritzmeier against all costs, claims of third parties (in particular direct or indirect claims for damages) and other disadvantages (e. g. fines) which are based upon the violation of the respective provision. This does not apply if the Supplier is not responsible for this breach of duty. Furthermore, Fritzmeier is entitled, at any time, to cancel the corresponding order immediately and to refuse acceptance of the delivery without incurring any cost. Further statutory damages claims of Fritzmeier remain unaffected. Should Fritzmeier cancel an order or refuse to accept a delivery, such cancellation or refusal shall not be construed or interpreted as waiver of any kind.

## **XIII. Data Protection**

(1) The Supplier shall to observe the applicable data protection law, in particular require employees and other vicarious agents to confidentiality and data protection in accordance with the requirements of the EU General Data Protection Ordinance, and to evidence this to Fritzmeier upon request.

(2) To the extent necessary, the Parties – if necessary with the involvement of their data protection officers – shall jointly examine and determine which data protection regulations are applicable before the commencement of the Services.

(3) The Supplier shall inform Fritzmeier, without request, whether the activities commissioned hereunder involve personal data, and if so what degree of protection such data requires. The Parties will then agree on a contract concerning the processing of such data under Art. 28 GDPR, as far as Fritzmeier considers this necessary. If changed requirements arise subsequently, the Parties will adapt the data processing agreement.

## **XIV. Confidentiality, Information Security**

(1) Fritzmeier reserves title and copyright to all information, materials, illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents received by the Supplier. Such documents shall be used exclusively for the contractual performance and shall be returned to Fritzmeier after fulfilment of the contract. The documents must be kept secret from third parties, even after termination of the contract. The confidentiality obligation shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known. Special confidentiality agreements and statutory provisions on the protection of secrets shall remain unaffected. Furthermore, the Supplier shall keep secret all information that becomes known to him in connection with the business relation envisaged herein, as well as the conclusion of the contract itself, the object and content of the business relation, and shall prevent third parties from gaining knowledge of it and using it. The supplier may only disclose information to persons who are involved in to the business relation to the extent that this is necessary for the execution of their respective role. The Supplier shall ensure compliance with this obligation by its employees and vicarious agents. The obligation to maintain secrecy continues for 3 years after termination of the business relation. The above provisions apply accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items that Fritzmeier provides to the Supplier for production. Such items shall – unless they are processed – be stored separately at the Supplier's expense and insured to a reasonable extent against destruction and loss.

(2) Excluded from the obligation of Secrecy is information which (i) is generally accessible to the public or is made accessible through no fault of the supplier, (ii) is demonstrably in the possession of the Supplier prior to disclosure, (iii) was developed independently by the supplier or (iv) must be disclosed by law or under official or court orders.

(3) At Fritzmeier's request, the supplier shall – unless there are legal storage obligations to the contrary – return or destroy or delete all confidential information and materials, regardless of the form in which they were received, all records or information that was compiled on the basis of the information provided to the supplier, as well as all copies thereof, and to confirm this to Fritzmeier in writing.

(4) Fritzmeier may make access to business premises and access to IT systems subject to further conditions. In particular, Fritzmeier can demand that employees and vicarious agents of the Supplier, who apply for access to Fritzmeier's business premises or an IT account, commit themselves in a suitable manner to confidentiality, and to accept the house rules and plant regulations set forth in Section VI.4 hereto.

(5) Exchange of information: During all conversations about confidential or secret information, including telephone conversations, care must be taken that such information cannot be overheard by unauthorized persons. External e-mail addresses and fax numbers are to be taken from current communication records or requested from the recipient in order to prevent the transmitted data from being misdirected. E-mails from Fritzmeier may not be read on public devices. When reading e-mails, Supplier shall make sure that unauthorized persons cannot read them. Before sending confidential data by fax, the transmission shall be announced by telephone to the communication partner. After transmission, it shall be checked by telephone that the fax was received correctly. The fax confirmation must be taken from the fax machine by the sender after transmission. Care must be taken to ensure that all necessary and appropriate precautions are taken (e.g. encryption) to protect confidential information from being viewed, modified or deleted by unauthorized parties (including family and friends). This concerns the storage, transport and transmission of information.

(6) Photography is prohibited on the premises of Fritzmeier. Fritzmeier IT equipment may not be used by Supplier without express prior permission. Fritzmeier's data network may only be used for relevant business activities.

(7) All media containing information in connection with the business transactions hereunder must be protected against unauthorized access, misuse or falsification during transport, even across organizational boundaries. The Supplier must therefore ensure that all necessary and suitable precautions are taken (e.g. encryption) to protect the information from being viewed, changed or deleted by unauthorized persons (including family and friends) during transport. Data carriers must be transported in a concealed manner. Documents must be transported in a way that protects them from view (e.g. in a non-transparent folder). Laptops and tablets must be transported in such a way that they are not visible from the outside. When using laptops and tablets in public, care must be taken to ensure that third parties cannot read the screen or spy on the entry of secret authentication information.

(8) When using the Internet within the scope of the business transactions hereunder, the Supplier may not violate legal prohibitions, morality or the rights of third parties. Serious infringements constitute an important reason for extraordinary termination by Fritzmeier, subject to further rights (e.g. damages). This also applies if the Supplier is responsible for continued receipt of so-called spam mails, viruses, Trojans or the like on Fritzmeier's servers, or for unauthorized transmission of Fritzmeier personal data (e-mail address, connection data etc.) to third parties, in particular for advertising purposes.

(9) Serious information security incidents (e.g. security gaps, data loss, malfunctions, threats, contamination by damaging software, data misuse) that could affect Fritzmeier (in particular in the form of unauthorized access by third parties to data of Fritzmeier, e.g. data leakage or cyber-attack) must be reported by the Supplier to Fritzmeier immediately. The same applies in case of a reasoned suspicion of a serious information security event or a loss of confidential or secret information.

(10) Depending on the type and protection requirements of the data concerned or the importance of the supplier for Fritzmeier's business operations, Fritzmeier may demand from the Supplier, in addition to the above, an appropriate level of security measures as well as proof of an appropriate level of information security in the Supplier's operations, in particular by presenting suitable certificates (e.g. ISO/IEC 27001) or a test according to the VDA model TISAX (Trusted Information Security Assessment Exchange). The Parties may agree on a reasonable period of time for the initial audit of a site according to TISAX. The Supplier must tolerate all actions of Fritzmeier aimed to confirm compliance with the agreed information security, data protection and security guidelines (hereinafter referred to as "Audits"), and provide cooperation services, such as information, insofar as this is necessary for an Audit. Fritzmeier may have the

Audits carried out by an external, qualified company which is obliged to maintain secrecy towards third parties, as long as it is not a competitor to the Supplier. Fritzmeier's legal rights of control and information are neither restricted nor excluded by this. To the extent no audit report is available, Fritzmeier may demand an Audit even without an incident/ suspicion of an incident.

(11) Any technical documentation, documents, drawings, diagrams, diagrams, graphics, photographs, layouts, templates and other documentation produced by the Supplier during relationship with Fritzmeier – irrespective whether on magnetic or electronic media, in printed form or as a material for prepress or printing – as well as samples, tooling, materials and auxiliaries (hereinafter: "Works") shall be kept confidential from third parties. Upon fulfillment of the order, all Works shall become the property of Fritzmeier. To the extent permitted by law, Fritzmeier shall obtain all rights of ownership, use and exploitation of all aforementioned Works. The Parties agree that the purchase price for Products includes an appropriate consideration for the transfer of rights herein, and no further remuneration shall be paid.

#### **XV. Software, Source Code**

(1) As regards software delivered or components of software adapted by Supplier, the Supplier shall provide Fritzmeier with documentation and the source code, including subsequent changes. This includes professional commenting of the source code and the description of the necessary system parameters as well as other necessary information, which enable Fritzmeier to work on the source code with qualified personnel in order to carry out an independent further development of the software. If through separate contract an escrow arrangement is agreed instead of the transfer of the source code, Fritzmeier hereby acquires an unconditional claim for surrender against the escrow agent. Measures carried out in the context of the elimination of defects in the programs must be included by the Supplier in the source code and the documentation without delay; a copy of the respective updated status must be sent to Fritzmeier without delay.

(2) The Supplier undertakes to design source code in such a way that it corresponds to the state of the art and to Fritzmeier's specifications to achieve the protection goals of confidentiality, integrity and availability.

(3) Compliance with the protection goals of confidentiality, integrity and availability must be ensured not only during the creation but also when handling the source code. This includes, among others: (i) Access regulation: only authorized persons may modify source code; (ii) compliance with change management rules, i.e. changes to the source code follow a defined modification process; (iii) Secure systems: systems which store or process the program code must be reviewed for security flaws; (iv) separation of development, test and production environments.

#### **XVI. Choice of Law; Forum**

(1) These GPTs shall be construed and interpreted under the laws of the Federal Republic of Germany, without recourse to the UN sales convention.

(2) The exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be Munich, Germany. However, Fritzmeier may at any time and at Fritzmeier's sole discretion file an action at the place of fulfilment of the relevant obligation under these GPTs or at the place agreed separately or at the general place of jurisdiction of the Supplier.

(3) The English version of these GPTs is a courtesy translation of the German language original, which shall be deemed authentic. In the event of a discrepancy of the German and the English version of these GPTs, the German version shall prevail.

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