

# GENERAL TERMS AND CONDITIONS OF PURCHASE (GTCP) OF DIGADES GMBH

## 1. SCOPE

1.1. In these General Terms and Conditions of Purchase ("GTCP"):

(a) "Contract" means any binding agreement as formed pursuant to Clause 2.1;

(b) "Goods" means both tangible and intangible Goods, including software, related documentation and packaging. This shall also include works and services. Supplies include available products already manufactured or to be manufactured by Supplier or a third party, for which Supplier also provides the principal material.

(c) "Supplier" means entrepreneurs, legal entities or a special fund under public law who conclude a Contract with Digades for the commercial provision of Goods and services.

1.2. Unless otherwise agreed, the GTCP in the version valid at the time of Digades' order or, in any case, in the version last notified to Supplier in text form, shall also apply to similar future agreements without Digades having to refer to them again in each individual case. These GTCP apply exclusively. The GTCP shall not be waived or modified by implication, by acceptance of the Goods or by any other practice or trade usage. General terms and conditions of sale as well as supplementary or amending provisions of Supplier in a quotation or offer, price list, order confirmation, invoice, packing slip or similar document are not binding on Digades and are expressly rejected by Digades. An exception applies with regard to any simple reservation of title, extended reservation of title and current account reservation agreed in the general terms and conditions of Supplier. Delivery under retention of title with the above-mentioned forms of extension is accepted by Digades.

1.3 Individual agreements made with Supplier in individual cases, including ancillary agreements, supplements and amendments, shall in all cases take precedence over the GTCP. Subject to proof to the contrary, a written contract or written confirmation shall be decisive for the content of such agreements.

## 2. FORMATION OF CONTRACT

2.1. Supplier shall be bound by its offers for at least three (3) months. A Contract shall be deemed formed upon Supplier's receipt of Digades' order, unless Supplier rejects the order in writing to Digades within two (2) working days of its receipt. The order may also be sent by e-mail or by automated retrieval. The Contract is exclusively based on the order, if applicable, together with any attachments, any supplementary agreements thereto and these GTCP. Any additions, changes or amendments to the Contract must be expressly confirmed in writing by authorized representatives of Digades in the form of an addendum to the Contract. If the Goods are successively called off by Digades, any deviations from these GTCP shall be agreed upon in a framework supply agreement. The delivery dates and quantities shall be determined at periodic intervals by means of delivery call-offs. Supplier undertakes in particular to comply with the delivery quantities specified in the call-offs. In the case of delivery call-offs and changes thereto, communication via remote data transmission (EDI) shall suffice.

2.2. Supplier shall bear all costs incurred by him in preparing and submitting the offer for Digades. This shall apply even if no agreement is concluded between the parties.

2.3. If the customer of Digades has prematurely terminated the agreement existing between them, Digades is entitled to also terminate the Contract with Supplier prematurely. As long as Supplier has not yet commenced the performance of the delivery or service, no cancellation costs are due. Supplier may, however, demand reimbursement of the expenses demonstrably necessary and proven for the performance of the delivery or service, which he has made and was entitled to make in reliance on the performance of the Contract. If Supplier has already commenced with the performance of the delivery or service, it may demand reimbursement of the material and production costs demonstrably incurred by it up to the date of receipt of the notice of cancellation or termination, less any expenses saved. Only the operating expenses caused by the order shall be reimbursed. Capital expenditure shall be borne by Supplier, unless Digades has agreed to reimburse the expenditure at the time of the order or has approved the acquisition and the items acquired cannot be used or utilised by Supplier in any other way. Claims for reimbursement of expenses must be submitted to Digades in writing (including supporting documents) within two (2) weeks of receipt of the cancellation or termination notice from Digades.

2.4. Digades is entitled to request reasonable changes from Supplier regarding the composition, number, construction and design of the Goods or regarding the nature and scope of the services. Amended agreements acceptable to both parties will be made regarding the effects of such changes. This applies in particular to changes in cost structures and delivery dates.

## 3. DELIVERY TIMES AND DELAYS

3.1. All dates of the Contract are binding. If the Goods are not delivered on the date stipulated in the Contract, Supplier will be in default without any further reminder. For the duration of the delay, Supplier is obliged to compensate Digades for all damages caused by the delay, unless Supplier is demonstrably not responsible for

the delay. If Supplier anticipates difficulties in meeting a delivery date or in fulfilling other obligations, it shall immediately notify Digades in writing. Digades is entitled to demand from Supplier, from the moment of the delay in delivery, liquidated damages of 0.5% per week or part thereof to compensate Digades for the disadvantages arising from such delay, up to a maximum of 5% of the total order value of the delivery. The right to claim further damages is expressly reserved. Insofar as Digades does not expressly reserve the right to claim the liquidated damages on acceptance of the delayed performance, the liquidated damages may be claimed within a preclusive period of ten working days after acceptance.

3.2. If, in a particular case, Digades is unable to take delivery of the Goods at the agreed delivery time, the delivery time will be extended to a reasonable extent, but in no case by more than three months.

3.3. In all other respects the rights of Digades, in particular to rescission and compensation, are determined in accordance with the applicable statutory provisions. The provisions in clause 4 remain unaffected.

#### 4. DELIVERIES / PACKAGING / MANUFACTURE AND MODIFICATION OF THE GOODS

4.1. Deliveries shall be made in accordance with Digades' instructions. Unless expressly agreed otherwise in writing, all deliveries shall be made DDP "Delivered Duty Paid" (INCOTERMS 2020) to the delivery address specified in the agreement.

4.2. Acceptance of and/or payment for the Goods does not constitute acceptance of the Goods and does not imply that Digades accepts the Goods as being in accordance with the Contract. The same applies to the acceptance and payment of services.

4.3. At the same time of delivery or performance, Digades shall obtain from Supplier copies of all required licenses and permits. Each shipment shall be accompanied by the bill of lading, the commercial invoice, and a shipping list showing, at a minimum, (i) the valid purchase order number, (ii) Digades' part number (if applicable and specified in the applicable purchase order), (iii) the quantity delivered, (iv) the net and gross weight of the Goods, and (v) the date of shipment, and in addition, in the case of foreign trade, the following information: Commodity Statistical Number, country of origin, marking and classification of Goods subject to export control. A certificate of origin or proof of preference shall be provided upon Digades' request. Digades shall obtain from Supplier copies of the relevant certificates or compliance reports for all required certifications and approvals, including any applicable EU, RoHS (2011/65/EU), REACH (EC 1907/2006) or GHS regulations, including Dodd-Frank Act and VDE directives; in addition, Supplier shall properly affix to each product (or, if permitted by the relevant certification body, to its container) the safety marks or emissions labels of the relevant testing body in accordance with their requirements. If the Goods have hazardous properties as defined in REGULATION (EC) No 1272/2008, Supplier shall affix the appropriate hazard warnings. Prior to the first delivery of Goods, Supplier shall provide Digades with a Material Safety Data Sheet ("MSDS") in accordance with REGULATION (EC) No. 1907/2006 in English and German. Radioactive substances are in principle not purchased by Digades. If Supplier's Goods contain radioactive substances, Digades must be notified in advance of their delivery. Supplier shall comply with all legal requirements relating to dangerous substances, in particular the European requirements for the transport of dangerous products in accordance with the European Agreement concerning the International Carriage of Dangerous Goods by Road ("ADR") and the labelling requirements of the ADR. All licences and certificates shall be renewed by Supplier from time to time to ensure compliance with all applicable laws. If the delivery is made from outside the EU, Supplier shall provide its EU VAT ID number. In the event of a missing or incomplete delivery note, Digades shall not be responsible for any delays in processing and payment resulting therefrom. Moreover, this may lead to the rejection of the delivery by Digades. The costs resulting from this will be borne by Supplier.

4.4. Partial deliveries and deliveries before the agreed delivery date are not permitted unless Digades has expressly agreed to this beforehand. Digades reserves the right to refuse acceptance and to return the Goods at Supplier's expense and risk if the method of delivery, the delivery date or the agreed delivery costs are not complied with by Supplier. Digades shall not be liable for any costs relating to production, installation, assembly or any other work relating to the Goods incurred by Supplier prior to the agreed delivery date.

4.5. Supplier shall pack the Goods in accordance with the state of the art and the relevant practices of a prudent businessman and shall label and ship the Goods in accordance with Digades' specifications in such a way as to avoid damage during transport and to allow efficient unloading, handling and storage of the Goods. All Goods shall be clearly marked as being destined for Digades. Notwithstanding the relevant transport clause, Supplier shall be liable for any destruction, loss and all damage resulting from inadequate storage, packaging and handling (in accordance with the relevant transport clause prior to delivery).

4.6. Unless otherwise agreed, ownership of the Goods shall pass to Digades at the time of the transfer of risk in accordance with the applicable transport clause (INCOTERMS 2020).

4.7. Without the prior written consent of Digades, Supplier shall not subcontract any services to third parties.

4.8. The Goods shall comply with the specifications designated by Digades and the applicable DIN, VDE, CE and similar regulations and directives. Hazardous materials must be packaged and labelled in accordance with the applicable laws. Dangerous Goods must also be packed, labelled and transported in accordance with the legal

requirements of the respective countries, including transit countries. A dangerous Goods classification must be indicated on the delivery note.

4.9. Supplier is prohibited from making changes to the Goods that have a significant effect on their form, fit, functionality, processing characteristics or intended use without prior consent from Digades. Notifications of process changes must be submitted to Digades for approval in good time in advance.

4.10. If production of the Goods is discontinued, Supplier shall notify Digades thereof in writing twelve (12) months before the last order date. At least the Digades part numbers, the spare parts and the date of the last order and shipment shall be indicated. Supplier shall endeavour to offer Digades substitute Goods of equivalent value on at least the same terms.

## 5. QUALITY ASSURANCE

5.1. Supplier shall comply with the commonly accepted rules of technology, the applicable safety regulations and the agreed technical data, in particular those stipulated in the order, for its deliveries. This shall also apply when carrying out work on the premises of Digades.

5.2. In order to ensure the quality of the Goods, Supplier undertakes to introduce, apply and maintain an effective quality management system (QM system) in accordance with DIN EN ISO 9000 ff. Supplier may however introduce an alternative system which, however, at least complies with the valid standards of ISO 9001. Supplier shall aim to meet the requirements of IATF 16949.

5.3. The nature and scope of the tests as well as the test equipment and methods must be agreed between Supplier and Digades. If the type and scope of the tests as well as the test equipment and test methods have not been firmly agreed between Supplier and Digades, Digades, at Supplier's request, shall discuss the tests with Supplier within the scope of its knowledge, experience and possibilities in order to determine the respective required state of the test technology.

5.4. For parts specially marked in technical documents or by separate agreements (e.g. parts subject to documentation), Supplier must furthermore document in special records when, in what manner and by whom the delivery items have been tested with regard to the features subject to documentation and what results the required quality tests have produced. The test documents must be kept for 15 years and presented to Digades on request.

5.5. Digades concludes a separate quality agreement for selected suppliers who directly influence product and delivery quality which will be an integral part of the Contract. Notwithstanding the foregoing, Supplier must constantly check the quality of the Goods. The parties shall keep each other informed of the possibilities for quality improvement on an ongoing basis.

5.6. Digades shall review the initial samples submitted with the initial sample test report once free of charge.

5.7. Supplier is responsible for ensuring that the Goods fully comply with the specification of the order. A lump sum of EUR 150.00 net will be charged for each reported deviation, complaint, return and the like.

5.8. Supplier shall grant Digades and its customers access to all product-relevant plants, test centers and warehouses and allow inspection of quality-relevant documents. The same applies to authorities responsible for motor vehicle safety, exhaust regulations or similar. Reasonable restrictions for the security of trade secrets are permissible.

## 6. PROVISION OF SERVICES

6.1. Supplier shall provide the services with the necessary expertise and care using suitable materials and sufficiently qualified personnel.

6.2. Supplier shall be fully liable for the acts and omissions of all third parties of which it makes use in the performance of the service or in connection with the Contract.

6.3. Only written confirmation from Digades constitutes acceptance of the services provided.

## 7. RECEIPT AND REJECTION OF GOODS

7.1. Acceptance of and/or payment for the Goods by Digades does not constitute approval of the Goods. Reference is made to clause 4.2.

7.2. Digades is entitled at any time to inspect the Goods and their manufacturing or production process. If this inspection by Digades takes place on Supplier's premises, Supplier shall take reasonable precautions to support safety and facilitate the work of Digades' employees.

7.3. Insofar as the commercial obligation to inspect and give notice of defects applies, the obligation to inspect the Goods is limited to quantity and identity, externally visible transport and packaging damage as well as random inspection of the Goods. This inspection shall be carried out after delivery as soon as this is feasible in the ordinary course of business. Obvious defects shall normally be notified within two (2) weeks after receipt of the Goods. Hidden defects will be notified immediately, normally within five (5) working days of their discovery. Clause 10 applies accordingly to Goods or services rejected by Digades. Supplier will collect the Goods from Digades at its own expense within five (5) working days of the notice of defect or will immediately provide the services again

at its own expense in accordance with Digades' instructions. If the Goods are not collected within five (5) working days, Digades is entitled to return the Goods to Supplier at Supplier's expense and risk or to destroy them with Supplier's prior consent. Other or further contractual or legal claims of Digades remain unaffected.

7.4. If, after carrying out a random sample, it is found that part of a lot or delivery of the same or similar items is not in conformity with the Contract, Digades may refuse to accept the whole consignment or lot and return it without further examination; alternatively, Digades may carry out an examination of all the items in the lot or delivery and refuse to accept all or the items which are not in conformity with the Contract and return them to Supplier, charging the cost of the examination, or accept them at a reduced price.

## 8. PRICES, PAYMENT

8.1. All prices listed in the Contract are fixed prices and include all components of the deliveries and services. Any legally applicable transaction taxes on the prices shall be stated according to type and amount and shown separately.

8.2. Upon delivery or with provision of services, but no later than two months after delivery has been made, Supplier shall issue an invoice that complies with all relevant legal and fiscal requirements and that contains the following: (a) Digades' full company name and full company address, if applicable, with Digades' VAT identification number, (b) Digades' purchase order number, and (c) all information enabling Digades to use any input tax deductions, in particular VAT shall be shown separately. Supplier shall also inform Digades whether Digades may invoke any tax exemptions and to what extent these may be claimed. Base price and material surcharges as well as proportions are to be stated separately in the given case. Unless otherwise agreed, invoices shall be issued in Euro. If the invoice amount is calculated from another currency, the exchange rate must be stated. Invoices are to be sent to Rechnung@digades.de separately from the delivery or the performance of the service.

8.3. Accruing license fees, if any, shall be included in the price.

8.4. Insofar as Digades has unconditionally accepted the Goods as being in accordance with the Contract and nothing to the contrary has been agreed in writing, payment will be made within thirty (30) days of the date on which Digades has received an invoice in accordance with clause 8.2. If payment is made within fourteen (14) days of receipt of the invoice, Digades shall be entitled to deduct a 3% discount from the invoice amount.

8.5. Digades shall be entitled to refuse payment upon notification if Supplier has not fulfilled one of its contractual obligations. Digades shall be entitled to rights of set-off and retention as well as the defence of non-performance of the Contract to the extent permitted by law. In particular, Digades is entitled to withhold payments due as long as there are still claims against Supplier arising from incomplete or defective deliveries and services.

8.6. Supplier may only assert a right of set-off or retention on the basis of counterclaims that have been legally established or are undisputed.

8.7. Digades shall not be obliged to perform in person, but may also perform through a third party designated by Digades.

## 9. WARRANTY

9.1. Supplier warrants to Digades that: (a) the Goods are fit for their intended use and are new, merchantable, of good quality and free from defects in design, materials, construction and manufacture; (b) the Goods strictly conform to the specifications, approved samples and all other requirements arising under the Contract; (c) all necessary licenses in respect of the Goods are available and remain valid, the scope of the licenses properly covers the intended use of the Goods and the licenses include the right to transfer and sub-license; (d) the Goods are free from encumbrances and third party rights; all Goods are designed, manufactured and supplied in accordance with applicable laws and regulations and all services are provided in accordance with applicable laws and regulations; (e) packaging, components and the Goods themselves comply with the Regulated Substances List ("RSL") referred to in the EC REACH Regulation. Supplier shall make available to Digades all information necessary for compliance with these laws, rules and regulations in the use of the Goods and services; (f) the Goods are provided with detailed written information on their composition and properties in order to enable Digades to transport, store, process, use and dispose of these Goods safely and in accordance with the law; (g) no Goods infringe any patent rights or copyrights, trade secrets, trademarks or other proprietary rights of any third party in Germany or abroad.

9.2. The foregoing warranties are not exhaustive and are not exclusive of any other claims of Digades, but are in addition thereto. Delivery, testing, acceptance, payment or resale of all or part of the Goods or services shall not affect the warranty and shall not constitute a waiver of any warranty or other rights by Digades.

9.3. The warranty period for warranties pursuant to Clauses 9.1 and 9.2 shall be forty-eight (48) months from delivery pursuant to Clause 4.1 or thirty-six (36) months from commissioning or - in the event of deviating agreements in the Contract - the agreed duration ("Warranty Period").

9.4. If the defect is repaired or replaced within the Warranty Period, the Warranty Period shall be twelve (12) months for repaired Goods and forty-eight (48) months for replaced Goods from the date of replacement or until the expiration of the original Warranty period, whichever is longer.

## 10. LIABILITY FOR MATERIAL DEFECTS

10.1. In the event of defective Goods, Goods not conforming to the warranties or otherwise not in accordance with the Contract, Digades shall be entitled, without prejudice to any other rights and claims under applicable law or under the Contract: (a) at its option, to demand the immediate rectification of the defect, free of charge, or a replacement delivery ("Subsequent Performance"); and (b) to reduce the price, to withdraw from the Contract in whole or in part, or to claim damages in lieu of performance, if Subsequent Performance is unsuccessful after the expiry of a reasonable period set by Digades; the right to claim damages is not excluded by the withdrawal; or (c) in particularly urgent cases in which Supplier cannot be informed in time to carry out Subsequent Performance within a period of grace for reasons for which Supplier is responsible, to carry out the Subsequent Performance itself at Supplier's expense.

10.2. Supplier shall bear all costs and expenses of the rectification of defects, the replacement delivery and the transport of the defective Goods; it shall reimburse Digades for all costs and expenses incurred as a result (in particular inspection, installation, removal, handling and storage costs). Digades may also demand reimbursement of costs incurred in connection with inspections if Digades is forced by the above-average occurrence of defects to carry out an incoming Goods inspection that goes beyond the usual random sampling. In the event of defects that only become apparent when the Goods are processed by Digades or only when they are used, Digades is entitled to demand reimbursement of costs that have been spent uselessly.

10.3. In the case of defective Goods or Goods not in conformity with the Contract, the risk shall pass to Supplier on the day of notification of the defect.

## 11. PRODUCT LIABILITY

11.1. In the event that Goods delivered or services rendered by Supplier give rise to product liability claims by third parties or require measures to avert danger, the rights of Digades shall be governed by the statutory provisions of applicable laws in accordance with the Contract and in the jurisdiction where the Goods are situated. In particular, Digades is entitled to demand that Supplier indemnify it against third-party claims and legal costs, insofar as Supplier is solely responsible for the damage in the internal relationship. If a defect in a Good delivered or a service provided by Supplier necessitates warnings or a recall, Supplier already now instructs Digades to carry out the corresponding danger prevention measure. The decision as to the security measure to be taken rests with Digades, whereby Digades will take due account of Supplier's interest.

11.2. Within the scope of his liability for cases of damage in the aforementioned sense, Supplier is obliged to reimburse any expenses pursuant to §§ 683, 670 BGB as well as pursuant to §§ 830, 840, 426 German Civil Code (BGB) which result from or in connection with a recall action to be carried out by Digades. Digades will inform Supplier of the content and scope of the recall measures to be carried out - insofar as this is possible and reasonable - and give him the opportunity to comment. Other legal claims remain unaffected.

11.3. Supplier undertakes to maintain product liability insurance in accordance with clause 21.1 for the duration of the parties' business relationship, i.e. until the respective expiry of the limitation period for defects. If Digades is entitled to further claims for damages, these shall remain unaffected.

11.4. The amount of available insurance coverage shall be adequate to the specificities of the Goods. Supplier is obliged to adjust the sums insured to the individual case, taking these specifics into account.

11.5. Supplier shall immediately provide the relevant insurance policy to Digades upon request.

## 12. PROPERTY OF DIGADES

12.1. All machines, tools, drawings, specifications, raw materials and other Goods and materials provided to Supplier by or on behalf of Digades for the performance of the Contract are and remain the exclusive property of Digades or of Digades' customers. All machines, tools, drawings, specifications, raw materials and other Goods and materials paid for by Digades and not yet handed over to Digades become the property of Digades at the time of their manufacture. Any processing shall be carried out by Supplier on behalf of Digades. In the event that Supplier acquires co-ownership through combination or mixing, he hereby assigns his co-ownership share to Digades, who hereby accepts this assignment. The transfer shall be deemed replaced by Supplier's storage free of charge. The property of Digades may not be transferred to third parties without the written consent of Digades. All information relating thereto is to be treated as confidential and is the property of Digades. All the aforementioned items are provided exclusively for the execution of Digades' orders. They must be marked as the property of Digades and kept at Supplier's risk. They must be maintained in good condition and, if necessary, replaced by Supplier at Supplier's expense with Digades' prior consent. The items shall be subject to periodic inventory by Supplier at Digades' request. At the first request of Digades, they will be handed over to Digades without delay. Items constituting a substitute for the property of Digades become the sole property of Digades. The handover is replaced by the storage of the items free of charge for Digades. In the event that Supplier places an order with a subcontractor for the manufacture of tools, machines or samples for the performance of the Contract and Digades pays for the tools, machines or samples, Supplier shall transfer its title to the tools, machines and

samples from the subcontractor to Digades. However, unless otherwise agreed in writing, Supplier shall procure at its own expense all machinery, tools and raw materials necessary for the performance of its contractual obligations.

12.2. Digades retains all rights to all samples, data, works, materials, intellectual property rights and other things made available to Supplier by or for Digades.

12.3. Without Digades' prior written consent, Supplier shall not use any trademarks, brand names or other distinctive signs with respect to the Goods and services, whether alone or in conjunction with other distinctive signs. Nor shall Supplier publicly refer to Digades' name, whether in press releases, advertising, sales brochures or in any other manner.

### 13. INDUSTRIAL PROPERTY RIGHTS, INDEMNIFICATION IN THE EVENT OF INFRINGEMENT OF INDUSTRIAL PROPERTY RIGHTS

13.1. Digades shall receive free of charge all documentation necessary for installation, use and maintenance of the Goods/services (including know-how and including installed software in object code and source code). The documentation must be sufficiently detailed and informative to enable a reasonably qualified addressee (e.g. user, developer, maintenance technician, operator, process engineer and others) to perform the tasks assigned to him by merely reading the documentation.

13.2. Supplier grants Digades the non-exclusive, transferable, worldwide and perpetual right (a) to use the Deliveries and services, to integrate them into other products and to distribute them worldwide; (b) to use or cause to be used individual software and the associated documentation (together hereinafter referred to as "Software") in connection with the installation, commissioning, testing and operation of the Software; (c) to sublicense the right of use pursuant to clause 12.5 (b) to affiliated companies within the meaning of § 15 AktG to other distributors and to end customers; (d) to affiliated companies within the meaning of § 15 AktG and to end customers. 12.5 (b) to affiliated companies within the meaning of Clause 15 of the German Stock Corporation Act, other distributors and end customers; (d) to grant a license to affiliated companies within the meaning of Clause 15 of the German Stock Corporation Act and other distributors the right to grant end customers the right of use pursuant to clause 12.5 (b); (e) to use and copy the Software for integration into other products or to have affiliated companies within the meaning of § 15 AktG or other distributors use and copy the Software; (f) to distribute, sell, rent, lease, make available for download or make publicly available the Software, e.g. by way of application service providing or by way of a license agreement; (g) to use or copy the Software for integration into other products or to have affiliated companies within the meaning of § 15 AktG or other distributors use and copy the Software for integration into other products; (h) to use or copy the Software by way of application service providing or other types of use, and to copy the Software to the extent necessary for this purpose, provided that the number of licenses used at the same time does not exceed the number of licenses purchased; (g) to sublicense the right of use pursuant to clause 12.5 (f) to affiliated companies within the meaning of § 15 AktG and other distributors.

13.3. Digades, affiliated companies within the meaning of Clause 15 of the German Stock Corporation Act (AktG) and other distributors are authorised, in addition to the rights granted in clause 12.5, to allow end customers to transfer the Software licences.

13.4. Supplier is obliged to inform Digades in good time, at the latest with the order confirmation, whether its deliveries and services contain "Open Source Software". "Open source software" within the meaning of this regulation is software whose transfer to third parties is in principle free of license fees and which may be processed by any user and/or must be disclosed to licensees or third parties in source code form. If Supplier's deliveries and services contain open source software, Supplier must provide Digades with the following at the latest when the order is confirmed: (a) source code of the Open Source Software used, to the extent that the applicable Open Source License Terms require disclosure of such source code, (b) written statement that by using Open Source Software as intended, neither Supplier's Deliverables and Services nor the Ordering Party's Products are subject to a "copyleft effect", where "copyleft effect" for the purposes of this provision means that the Open Source License Terms require that certain of Supplier's Deliverables and Services, as well as works derived therefrom, be used only under the terms of the Open Source License Terms, e.g., by disclosing the source code.e.g. by disclosing the source code. If Supplier only indicates after receipt of the order that its deliveries and services contain open source software, then Digades is entitled to revoke the order within 14 days of receipt of the notification and transmission of all the information listed in the above paragraph.

13.5. To the extent that Supplier develops know-how or technical inventions on behalf of Digades, including any applications for industrial property rights or industrial property rights thereon for Digades ("Foreground"), these shall become the property of Digades and shall be covered by the payment of the price for the Goods and/or services. Supplier shall take all measures reasonably necessary to ensure the assignment of such Foreground to Digades. Without prejudice to its obligation to assign any Foreground to Digades, Supplier hereby grants to Digades, in advance and free of charge, an unconditional, irrevocable, transferable, exclusive and worldwide

license to all Foreground, either in its original or modified form. Supplier shall not use any Foreground except for the purpose of providing Goods and/or services to Digades.

13.6. Supplier undertakes to indemnify and hold Digades harmless against all damages, claims, costs and expenses (in particular loss of profit and reasonable legal fees) in connection with the fact that a third party claims that the Goods or services - themselves, in combination with other Goods or their use - infringe any intellectual property rights of third parties, unless Supplier is not responsible for the infringement of the intellectual property rights; alternatively, if requested by Digades, Supplier shall defend such claims and demands at its own expense.

13.7. Digades shall promptly notify Supplier in writing of any such claim. Supplier shall provide all reasonable assistance requested by Digades in connection with such claim. Delayed notification shall only release Supplier from its obligations under clause 13 to the extent that it has suffered a disadvantage as a result.

13.8. In the event that any Goods delivered or services performed pursuant to this agreement are found to infringe, alone or in combination, any third party proprietary rights and the use thereof is prohibited, Supplier shall, at Digades' option but at its own expense, either: (a) obtain for Digades or its customers a licence to use the Goods or services, alone or in combination; or (b) replace or modify the Goods and services, alone or in combination, with a non-proprietary functional equivalent.

13.9. If Supplier is unable to provide Digades with the right to use the Goods or services alone or in combination, or to replace or modify the Goods or services accordingly, Digades may withdraw from the agreement. In this case, Supplier will refund Digades the price paid. Supplier's obligation to indemnify and hold Digades harmless remains unaffected.

#### 14. COMPLIANCE WITH EXPORT CONTROL AND CUSTOMS REGULATIONS

14.1. Supplier shall comply with the applicable requirements of national and international export, customs and foreign trade law ("FOREIGN TRADE LAW") for all Goods to be delivered and services to be provided and shall procure the necessary export licences, unless under the applicable FOREIGN TRADE LAW it is not Supplier but Digades or a third party who is obliged to apply for the export licences.

14.2. Supplier shall provide Digades as soon as possible, but at the latest before the delivery date, in writing or by e-mail (item by item on the order confirmation, delivery note and invoice) with all the information and data required by Digades to comply with the applicable FOREIGN TRADE LAW in the case of export and import and, in the case of resale, in the case of re-export of the Goods and services, in particular the following "EXPORT CONTROL AND FOREIGN TRADE DATA" for each individual good/service:

- the "Export Control Classification Number" according to the "U.S. Commerce Control List" (ECCN), if the Goods are subject to the "U.S. Export Administration Regulations";
- all applicable export list numbers;
- the commodity code number according to the current commodity classification of foreign trade statistics and the HS ("Harmonized System") code;
- the country of origin (non-preferential origin) and, if requested by Digades:
- Supplier declarations on preferential origin (for European suppliers) or certificates on preferences (for non-European suppliers).

14.3. In the event of changes in the origin or characteristics of the Goods or services or in the applicable FOREIGN TRADE LAW, Supplier shall update the EXPORT CONTROL AND FOREIGN TRADE DATA as soon as possible, but before the delivery date, and communicate it in writing or by e-mail to the Digades contact person indicated in the order. Supplier shall bear all expenses and damages incurred by Digades due to the absence or inaccuracy of EXPORT CONTROL AND EXTERNAL TRADE DATA.

14.4. Supplier shall inform Digades in writing whether the information, Goods, software or technology supplied are considered by the US or its own country to be Goods whose export is restricted or prohibited under export control regulations. If so, Supplier will also advise Digades of the extent of the restrictions and prohibitions - in particular, the jurisdiction relevant to export control, the export control classification number, export licences and CCATS, if applicable.

14.5. Supplier shall indemnify and hold Digades harmless from and against all claims, liabilities, penalties, seizures and related costs and expenses (including attorneys' fees) in connection with Supplier's failure to comply with applicable laws, rules and regulations, unless Supplier is not responsible for the failure to comply with applicable laws, rules and regulations. He will notify Digades immediately upon receipt of a notice stating that he is in violation of export control law if the violation could affect Digades.

14.6. Supplier shall provide Digades annually with the appropriate supplier declarations of origin/certificates of origin for the Goods so as to (a) comply with the requirements of the customs authorities in the country of destination and (b) comply with all applicable export licensing regulations, including those of the United States. The declarations should specifically state whether the Goods or their components were produced in or originated in the United States. Dual-use items or items subject to other special regulations must be clearly marked by Supplier with the appropriate classification.

14.7. For all Goods for which a free trade agreement or regional trade agreement, a preferential origin system or other preferential agreements may apply, Supplier is obliged to provide appropriate evidence (e.g. supplier's declaration, preferential origin certificate/invoice) to prove the preferential origin.

14.8. Supplier shall label all Goods (or, if there is insufficient space, their containers) with an indication of the country of origin. When marking the Goods, the requirements of the customs authorities in the country of destination must be observed. When importing Goods, Digades must be designated as the so-called "Importer of Record" (owner, buyer or authorised customs agent) if possible. If Digades is not the "Importer of Record" and if Supplier acquires duty drawback rights in respect of the Goods, Supplier shall, at Digades' request, provide Digades with the documents required by the customs authority of the country of destination to prove the import and to transfer the duty drawback rights to Digades.

14.9. For the provision of work and services, Supplier may only use employees who are not named in the relevant national, EU and US foreign trade sanctions lists.

## 15. CORRUPTION PREVENTION

15.1. Supplier undertakes to take all necessary and reasonable measures to prevent corruption.

15.2. Without prejudice to other rights of termination and withdrawal, Digades is entitled to terminate or withdraw from the Contract without notice if Supplier or one of his employees:

(a) has demonstrably entered into an agreement in connection with the conclusion or performance of this Contract which constitutes an unlawful restriction of competition; or

(b) offers, promises or grants, directly or indirectly, any gift, gratuity or other advantage to Digades or its employees or to any third party engaged by Digades in the preparation, conclusion or performance of the Contract or to any person connected with them; or

(c) commits or aids and abets criminal offences against Digades, its employees or commissioned third parties.

The foregoing provisions also apply mutatis mutandis to legal and natural persons acting on behalf of Digades on a subcontracting basis through Supplier.

15.3. Supplier shall compensate Digades for all damages resulting from a breach of the obligations referred to in clause 15.2 for which Supplier is responsible.

15.4. Clauses 15.2 and 15.3 do not apply to customary social benefits in the form of occasional gifts of low value, such as low-value promotional gifts, birthday and Christmas gifts of a reasonable value, low-value attentions on anniversaries or birthdays, and reasonable hospitality. The question as to whether the area of social adequacy has been exceeded is determined exclusively by the material value of the gift. In individual cases, this may already be the case with a gift of 50 euros.

15.5. Other contractual or legal claims of Digades remain unaffected.

## 16. LIMITATION OF LIABILITY OF DIGADES

16.1. Digades is not liable - irrespective of the legal basis - for indirect, unforeseeable damage, for consequential damage - in particular not for loss of profit, loss of business opportunities, loss of image or loss of data. In no event will Digades be liable to Supplier for damages greater than the amount due to Supplier less payments already made by Digades in the event of proper performance of the Contract.

16.2. These limitations of liability on the part of Digades do not apply in the event of intent and gross negligence, culpable injury to life, limb or health, or in the event of the assumption of a guarantee. Digades' limitations of liability also do not apply in the event of culpable breach of essential contractual obligations. In this case, in the event of slight negligence, Digades is only liable for reasonably foreseeable damage typical of the Contract.

## 17. Force Majeure

Force majeure is any extraordinary, unavoidable event which could not be foreseen at the time of the conclusion of the Contract and which cannot be averted even if due care is exercised, e.g. environmental and natural disasters of any kind, wars, terror, fire, hostage-taking, riots, etc. During the period of force majeure, the contractual rights and obligations are suspended. The affected party shall immediately inform the other party about the occurrence, cause of the delay and later about its end. If the force majeure event continues uninterrupted for a period of at least thirty (30) days, the other party shall be entitled to terminate the contract by written notice. A lack of personnel, production materials or resources, strike, epidemics (including epidemics and pandemics), unless the Robert Koch Institute or a comparable institution in the country of manufacture has determined a risk level of at least "moderate", breach of contract on the part of third parties commissioned by Supplier or financial problems of Supplier shall not be considered an event of force majeure.

## 18. LIEN AND TERMINATION

18.1. Without prejudice to any other contractual or legal rights, Digades shall have the right, at its option, to refuse, without liability, to perform all or part of its obligations by written notice to Supplier, or to terminate the Contract in whole or in part by written notice to Supplier, if:

- (a) Supplier files a petition for the opening of insolvency proceedings or similar voluntary proceedings relating to bankruptcy, liquidation of business or transfer of assets to creditors;
- (b) a petition is filed for the commencement of insolvency proceedings, winding up of the business or transfer of assets to creditors or similar proceedings relating to the assets of Supplier;
- (c) Supplier ceases or threatens to cease normal business operations;
- (d) Supplier breaches a material obligation under the Contract; or
- (e) in the event of performance/quality deficits, Supplier does not provide sufficient assurance to execute the Contract upon Digades' request.

18.2. Digades shall not be held liable in the event of such termination.

## 19. CONFIDENTIALITY, DATA PROTECTION

19.1. Supplier shall treat all information disclosed by or on behalf of Digades under the Contract as confidential. This also applies to such information that Supplier has prepared for Digades. Any information may only be used by Supplier for the purpose of fulfilling the Contract. Supplier shall treat such information with the same care as it applies to its own confidential information, but at least with reasonable care. All such information shall remain the property of Digades. At Digades' request, Supplier shall immediately return to Digades any documents handed over and shall not retain any copies thereof.

19.2. The Contract itself as well as its content are to be treated confidentially by Supplier.

19.3. Supplier undertakes to comply with the legal provisions on data protection. In particular, Supplier undertakes to use the personal data provided by Digades only for the purpose agreed with Digades. Supplier is obliged to take measures to guarantee data security with regard to a level of protection appropriate to the risk in terms of confidentiality, integrity, availability and the resilience of the systems. Any disclosure of personal data to third parties requires the prior written consent of Digades, unless it is a case of commissioned processing within the meaning of Art. 28 DSGVO or legal provisions require disclosure. Personal data must be deleted immediately if the reason for its collection, processing or use has ceased to exist. Supplier undertakes to use only personnel who have been committed to confidentiality and who have previously been familiarised with the data protection provisions relevant to them. Supplier undertakes to only use subcontractors who comply with the above regulations and, if necessary, observe the provisions of Article 28 of the DSGVO. Upon termination of the collaboration, Supplier shall return all personal data of Digades in Supplier's possession or under its control or confirm the deletion of such data. In commercial transactions, Supplier shall have no right of retention in this respect.

## 20. ENVIRONMENTAL PROTECTION AND ENERGY MANAGEMENT

20.1. Supplier undertakes to provide its services in constant compliance with the relevant safety and environmental protection national and international norms, standards, laws and regulations as well as the state of the art. Supplier shall comply with applicable laws of the countries for the delivery and for the installation of machines and equipment.

20.2. Within the scope of what is economically justifiable, Supplier shall ensure that services are provided in an environmentally friendly, sustainable and socially acceptable manner (raw materials, production, packaging, etc.). In particular, the Directive 2000/53/EC on end-of-life vehicles, the VDA list for declarable substances and the VW standard 91101 shall be observed.

20.3. The European Chemicals Agency (ECHA) has published on its website a list of Substances of Very High Concern (SVHC) that meet the criteria of Article 57 of the REACH Regulation and have been identified in accordance with the procedure set out in Article 59 of the REACH Regulation. With reference to Art. 33(2) of the REACH Regulation, Supplier must inform Digades whether one of these substances of very high concern is contained in the Goods in proportions of more than 0.1%.

20.4. Supplier is obliged to enter all materials used in vehicle construction into the material data system of the automotive industry (IMDS).

20.5. Digades is expected to implement an energy management system according to DIN EN ISO 50001 in January 2022. The purpose of this management system is to allow Digades and its affiliated companies to establish systems and processes that are necessary to improve energy-related services, energy efficiency, energy use and energy consumption. All suppliers and service providers appointed by Digades shall comply with the requirements of the energy management system as soon as they have been informed by Digades of the implementation of the energy management system and the request to comply with it.

## 21. Miscellaneous

21.1. Supplier shall maintain comprehensive liability insurance or industrial liability insurance (in particular for product liability in the broadest sense and for property damage and personal injury) in accordance with Clause 11.3. Unless otherwise agreed, it shall cover liability for personal injury, including death, other damage in connection with the use of the Goods or services and damage due to Supplier's acts or omissions with minimum limits of ten (10) million Euros. Such insurance shall be taken out in writing with sufficiently authorised and

financially capable insurers. Supplier shall provide Digades 30 days prior written notice of any cancellation, withdrawal or reduction of the insurance coverage. Upon Digades' request, Supplier shall provide evidence of the required coverage and limits by means of the insurance certificates and policies.

21.2. Supplier shall not assign, transfer or subcontract any rights or obligations under the Contract to third parties without Digades' written consent. Any subcontracting, transfer, assurance or assignment approved in advance by Digades shall not release Supplier from its contractual obligations. Art. 354a HGB remains unaffected.

21.3. Digades' rights and remedies under the Contract are in addition to any other or future rights and remedies available to Digades under the Contract, at law or in equity.

21.4. Supplier shall at all times comply with all relevant laws, rules, regulations and ordinances (in particular with regard to fair working conditions, equal opportunities and compliance with environmental and pollution control requirements).

21.5. Supplier warrants to the workers employed in the Federal Republic of Germany by way of an independent guarantee that it will strictly comply with the provisions of the Minimum Wage Act (MiLoG) and that it, its subcontractors and the temporary employment agencies engaged will meet their obligations under this Act. In the event of a breach of this guarantee, Digades is entitled to terminate the Contract with Supplier without notice. In the event of withdrawal or termination of the Contract, Supplier is obliged to indemnify Digades for all direct and indirect damages resulting therefrom and to compensate all economic losses. The same applies if Supplier is held liable for payment by third parties, in particular by employees of Supplier, its subcontractors or contracted temporary workers in accordance with § 13 MiLoG, § 14 AEntG.

At Digades' request, Supplier is obliged to provide Digades with supporting documentation on the payment of the minimum wage by Supplier, its subcontractors and appointed temporary work employers (e.g. records of hours worked and wages paid) and to grant Digades access to the (anonymised) payrolls. Supplier must also impose these obligations on its subcontractors and appointed temporary work employers.

21.6. If the manufacture of a product is discontinued, Supplier shall notify Digades thereof in writing twelve months before the last order date at the latest. Supplier shall provide the Digades part numbers, the spare parts and the date of the last order and shipment with such notification.

21.7. Failure or delay on the part of Digades to enforce any provision of the Contract shall not constitute a waiver of that provision or of the right to enforce any provision of the Contract.

21.8. Unless otherwise stipulated in these GTCP or agreed between the parties in individual cases, contract amendments and supplements must be in writing to be effective. The relevant document must contain a reference to the respective contract and be signed by both contracting parties.

21.9. Should any provision of these GTCP or of the Contract be held invalid by a court of competent jurisdiction, the validity of the remaining provisions shall remain unaffected. A provision held to be invalid shall be replaced by a provision which, in terms of its content and - to the extent legally permissible - comes as close as possible to the intended purpose of the original provision. If the parties cannot agree on a substitute provision, the statutory provision shall apply, which shall then be interpreted in accordance with the meaning and purpose of the invalid provision.

21.10. The termination of the Contract shall not affect any provisions which are expressly or by their nature intended to survive the termination of the Contract.

21.11. These GTCP as well as the Contracts concluded thereunder, including all questions of effective formation, interpretation and termination thereof, shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the conflict-of-law rules of private international law and international agreements, insofar as these refer to the applicability of another legal system. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

21.12. All disputes or claims between the parties arising out of or in connection with this Contract, its formation, interpretation, breach or termination shall be finally settled by arbitration in accordance with the Rules of Arbitration of the German Institution of Arbitration (Deutsche Institution für Schiedsgerichtsbarkeit e.V.). (DIS) under exclusion of the ordinary legal process. The place of arbitration shall be Dresden. The number of arbitrators shall be three (3). The language of the arbitration proceedings shall be German, unless Supplier has its place of business in a non-German-speaking country and the contract negotiations were conducted in English. In this case the language of the proceedings shall be English. The legal standards to be applied by the arbitrators are set out in 21.11.

Digades GmbH

General Terms and Conditions of Purchase - October 2021