

1 Scope of Application

- 1.1 These General Terms and Conditions of Purchase shall only apply to entrepreneurs exercising their commercial or independent professional activities and to legal entities under public law (hereinafter called "Suppliers"). They shall apply to all commercial transactions between Bucher Merk Process GmbH (hereinafter referred to as "Bucher") and Supplier, even if they are not mentioned in later contracts. They shall apply to work performances and services accordingly. In the case of work performances, the acceptance of delivered products shall be replaced by an acceptance of the work performance, and in the case of services, by an acceptance of the service.
- 1.2 Any terms and conditions of Supplier that conflict with, supplement or deviate from these General Terms and Conditions of Purchase shall not become part of the contract unless Bucher has agreed to their validity in writing. These General Terms and Conditions of Purchase shall apply even if Bucher accepts a delivery by Supplier without any reservation although aware of its conflicting, supplementary or deviating conditions.
- 1.3 Agreements that conflict with, supplement or deviate from these General Terms and Conditions of Purchase that are concluded between Bucher and Supplier for the execution of a contract shall be set forth in writing. The same shall also apply to the waiver of this written form requirement.
- 1.4 Any rights to which Bucher is additionally entitled, according to legal provisions or other agreements that go beyond these General Terms and Conditions of Purchase, shall remain unaffected.

2 Conclusion and Changes to the Contract, Execution of Contract

- 2.1 Supplier's offers, drafts, plans, cost estimates, samples and models shall be provided to Bucher free of charge and shall, if so requested by Bucher, without undue delay be taken back by Supplier at Supplier's own expense.
- 2.2 An order shall not become binding until placed by Bucher in writing. An order that was generated automatically shall be considered as having been made in writing.
- 2.3 Supplier shall issue a written order confirmation without undue delay, at the latest two (2) days after receiving the order, in which price and delivery time are expressly stated. Deviations of the order confirmation from the order shall only be deemed to have been agreed upon if they are confirmed in writing by Bucher. This shall also apply to subsequent contractual changes.
- 2.4 Order confirmations, dispatch notes, consignment notes, delivery notes, invoices and other letters by Supplier shall contain at least the order data, in particular order number, order date, project number and supplier number.
- 2.5 If it becomes evident in the performance of a contract that deviations from the originally agreed specifications are necessary or useful, Supplier shall inform Bucher without undue delay in writing and submit proposals for the contemplated changes. Bucher shall inform Supplier whether and which changes Supplier has to make to the original order.
- 2.6 Bucher hereby reserves all ownership, copyright and other property rights to all documents made available by Bucher to Supplier. Such documents may only be used by Supplier for production on the basis of the order placed by Bucher and may not be made accessible to third parties without the prior written consent of Bucher. If so requested by Bucher, Supplier shall surrender all documentation to Bucher without undue delay when it is no longer needed in the regular course of business. This shall also apply accordingly for all drafts, samples, templates and models of Bucher.
- 2.7 If Supplier's financial situation deteriorates significantly, or if a justified application for the opening of insolvency or comparable proceedings on Supplier's assets is dismissed for lack of assets, Bucher shall be entitled to withdraw from the contract, either in whole or in part.

3 Packaging, Dispatch and Transport, Delivery and Acquisition of Ownership

- 3.1 Supplier shall observe the demands of Bucher for the dispatch of the products, in particular the applicable transport, packaging and delivery rules. In the absence of explicit demands by Bucher, the delivery shall in any case be made in packaging appropriate to the nature of the products. In particular, the products shall be packed in such a way that transport damage is avoided. Packaging material shall only be used to the extent necessary for this purpose. Supplier shall label the packaging, in particular, with the scope of the delivery, article and material numbers, delivery quantity, date of manufacture and order data, including order number, order date, project number, tagging and supplier number.

- 3.2 All deliveries shall be accompanied by a single copy of a delivery note showing the scope of the delivery, article and material numbers, delivery quantity, date of manufacture and order data, including order number, order date, project number and supplier number.
- 3.3 When delivering the products, Supplier shall also observe the German Ordinance on Hazardous Substances (GefStoffV), in particular, packing and labeling the affected products accordingly and expressly drawing attention to hazardous substances in the delivery note.
- 3.4 The dispatch of the products shall be reported to Bucher without undue delay.
- 3.5 Deliveries can only be made on working days during normal business hours from Monday to Thursday from 8:00 a.m. to 12:00 p.m., 01:00 p.m. to 04:00 p.m. and Fridays from 8:00 a.m. to 12:00 p.m. Supplier shall indemnify and hold Bucher harmless from all claims asserted by third parties due to deliveries made outside the said times, unless Supplier has not culpably caused the delivery outside the normal business hours.
- 3.6 The products become the property of Bucher immediately and free of encumbrances upon their delivery. Supplier warrants that it is authorized to resell and transfer ownership.

4 Delivery / Delivery Time

- 4.1 Unless stipulated otherwise in writing or in the order, the delivery conditions FCA, Supplier's address as per the order, Incoterms 2020 shall apply.
- 4.2 The delivery times (delivery periods and dates) stated in the order or otherwise agreed upon shall be binding. The delivery periods shall commence upon receipt of the order. The products shall have been received at the delivery address indicated by Bucher within the delivery period or by the agreed delivery date.
- 4.3 If it becomes apparent to Supplier that the delivery time cannot be met, Supplier shall inform Bucher without undue delay in writing stating the reasons and the expected duration of the delay.
- 4.4 In the event of delay, Bucher may demand from Supplier a contractual penalty of 0.5% of the net order value for each week of the delay or portion thereof, however not more than 5% of the net order value, unless Supplier has not culpably caused the delay. Bucher shall assert the contractual penalty at the latest with the final payment. Cases of force majeure shall be excluded. Any further claims by Bucher shall remain unaffected, with the contractual penalty being offset against any claims for damages. Bucher's delivery entitlement shall only be excluded if Supplier, at the request of Bucher, pays damages in the amount demanded by Bucher instead of making the delivery. Acceptance of delayed deliveries does not constitute a waiver of claims for damages or contractual penalty.
- 4.5 Deliveries before the agreed delivery date are only allowed with the prior written consent of Bucher. Bucher shall be entitled to store products delivered without prior consent prematurely at Supplier's expense or to return them at Supplier's expense, unless the premature delivery is insignificant or not culpably caused by Supplier.

5 Cross-Border Shipments, Preferential Rules of Origin

- 5.1 In the event of cross-border shipments, Supplier shall take all necessary actions and submit at its own expense and in due time all declarations required by the competent authorities for export from the country from which the products are exported to Germany and for import into Germany, in particular, obtain the documents required by customs, obtain export and import licenses, and comply with the requirements of potential export controls, and any other marketability restrictions.
- 5.2 Supplier represents and warrants that it is familiar with and fully complies with any and all applicable trade and customs laws, regulations, instructions and policies (collectively, the "Trade Control Laws"), including without limitation, securing all required handling requirements, certificates of origin, export and import licenses and exemptions, as well as making all proper filings with the competent governmental bodies and/or disclosures in respect of the release or transfer of goods and their components, embedded software and technology. Supplier is obligated to inform Bucher without undue delay if the supply of goods or services under an order is or becomes subject to Trade Control Laws.
- 5.3 Suppliers with their corporate seat in the EU warrant Bucher that the products comply with the European Community's preferential rules of origin. Bucher shall receive from such a Supplier a valid long-term supplier declaration for the products prior to the first delivery in accordance with the applicable EC regulation. Such Suppliers shall inform Bucher in writing, without undue delay and without request, if the information in the supplier declaration is no longer correct for the products.

6 Prices and Payment

- 6.1 The price stated in the order is binding. The price includes the Incoterms 2020 stated in the order or unless otherwise agreed, it is "delivery carriage paid" and includes, in particular, the costs for packing, dispatch (including dispatch devices), transport and insurance up to the delivery address specified by Bucher, as well as customs duties and other public charges. The statutory sales tax is included in the price, unless it is expressly referred to as the net price. If, in a specific case, the shipping and transport costs are not included in the price and Bucher has agreed in writing to assume such costs, this shall only apply to the costs equivalent to the most inexpensive mode of shipping and transport, even if a faster transport is necessary to comply with the agreed delivery periods and dates.
- 6.2 If a VAT-exempt delivery is considered, Supplier shall provide the necessary records, to the extent that the records are attributable to Supplier's responsibility. For deliveries within the European Union, Supplier shall provide in writing, and without request, its VAT identification number and proof of corporate status, and cooperate for the purposes of providing proof of export based on book and document records.
- 6.3 Bucher shall receive one copy of Supplier's invoice. Supplier's invoice shall not be enclosed with the delivery, but must be sent mandatorily separately by e-mail to the e-mail address invoice@buchermerk.com. Invoices lacking order number, order date, project number or supplier number shall not be deemed received, since it is not possible to process them.
- 6.4 Payment shall be made after acceptance of the products and receipt of the invoice within 30 days net. Payments shall only be made to Supplier and subject to invoice verification. In case of a faulty delivery, Bucher shall be entitled to withhold payment in this respect until proper fulfillment without losing any rebates, discounts or similar price reductions. In such a case, the payment period shall commence after the defects have been completely remedied. If a delivery of products is made ahead of schedule, the payment period shall commence, at the earliest, upon expiry of the delivery period or on the agreed delivery date. If Supplier is required to provide material tests, test reports, quality documents or other documents, the acceptance of the products shall trigger the payment period only if the documents owed are turned over to Bucher.

7 Transfer of Risk

- 7.1 Supplier shall bear the risk of accidental loss and accidental deterioration of the products until they are turned over to Bucher at the place of performance.
- 7.2 If Supplier is obligated to install or assemble the products at the premises of Bucher or of a customer, the risk of accidental loss and accidental deterioration of the products shall not pass to Bucher until the products have been assembled or installed. This shall also apply even if Bucher has assumed certain costs such as the transport costs.

8 Warranty, Defect Claims and Guarantees

- 8.1 Supplier warrants that the delivered products comply with the agreed specification, the approved samples, as well as the applicable legal provisions, and the regulations and guidelines established by the authorities, professional associations and trade associations and relevant DIN standards.
- 8.2 Supplier warrants, in particular, that the delivered products comply with Regulation (EC) No. 1907/2006 (REACH). Supplier shall comply with all existing notification, licensing, registration and approval obligations under this Regulation. If, due to an inadequate compliance with these obligations by Supplier, obligations remain for Bucher, Supplier shall upon first demand fully indemnify and hold Bucher harmless from all costs incurred in this regard, unless Supplier is not culpably responsible for the inadequate compliance with these obligations. Supplier shall be required to duly fulfill the labelling and information duties that apply to the delivered products in a complete and timely manner without further request. In addition, Supplier shall provide Bucher with the safety data sheet in accordance with Regulation (EC) No. 1907/2006 (REACH) without being prompted to do so prior to the first delivery. This information constitutes an essential characteristic of the object of purchase. Supplier furthermore warrants compliance with the requirements of Directive 2011/65/EU on the restriction of the use of certain hazardous substances in electrical and electronic equipment (Restriction of Hazardous Substances - RoHS) and Directive 2012/19/EU on waste from electrical and electronic equipment (Waste from Electric and Electronical Equipment - WEEE) as well as the requirements of the national implementation, in particular the German Ordinance on the restriction of the use of hazardous substances in electrical and electronic equipment (Elektro- und Elektronikgeräte-Stoff-Verordnung - ElektrostoffV) and the German

- Electrical and Electronic Equipment Act (Elektro- und Elektronikgerätegesetz, ElektroG). Prior to the first delivery, Supplier shall confirm to Bucher in writing that the delivered products comply with the RoHS, label the product packaging accordingly and confirm the RoHS compliance in the delivery note with the reference "RoHS-konform/RoHS-compliant." Supplier warrants that no conflict minerals were used for the production of the delivered products, i.e. minerals for which the suspicion exists that their proceeds are used to finance armed groups or conflicts, in particular tin, tantalum, tungsten and their derivatives as well as gold from the Democratic Republic of Congo (DRC) or its neighboring countries. Supplier shall ensure the use of conflict-free minerals by only using minerals from demonstrably certified smelting companies and by only purchasing products from its suppliers that demonstrably do not contain any conflict minerals. If so requested by Bucher, Supplier shall furnish suitable documentation without undue delay, showing that the products to be supplied only contain conflict-free minerals, i.e. in particular minerals from certified smelting companies.
- 8.3 Supplier warrants that the products have been tested in accordance with the requirements of the respective applicable EC directives and EC safety standards and that only tested products will be delivered. Supplier shall provide Bucher with the legally binding signed statement of conformity (CE statement) and a certificate of origin for the products prior to the first delivery. Supplier shall notify Bucher in writing, without undue delay and without request if the information in the statement of conformity and the certificate of origin is no longer correct for the products.
- 8.4 Supplier shall comply with existing substance prohibitions under the relevant regulations for putting the products on the market in Germany or in the country of destination as conveyed to Supplier.
- 8.5 Supplier is obligated to declare the substances contained in the products (indication of CAS numbers and weight percentages in the homogeneous material), as far as the substances are listed in any of the following regulations: Chemicals Prohibition Ordinance (implementation of Directive 76/779/EEC and its amendments, Electrical and Electronic Equipment Act (implementation of Directive 2002/95/EC and Directive 2002/96/EC), CFC-Halon Prohibition Ordinance (implementation of Regulation (EC) 2037/2000) and Ceramic Fibers Ordinance.
- 8.6 If so requested by Bucher, Supplier shall be required to submit without undue delay a written declaration of compliance with the requirements specified in this provision. Supplier shall indemnify and hold Bucher harmless at first request from any and all third-party claims asserted against Bucher or its customers due to a breach of the above warranties unless Supplier has not culpably caused the breach of warranty.
- 8.7 Bucher shall notify Supplier of obvious (recognized or recognizable) defects without undue delay after delivery of products and hidden defects without undue delay after their discovery. The notice will be considered given without undue delay when, in case of obvious defects, it is made within two weeks after delivery and, in the case of hidden defects, when made within two weeks after their discovery. In the case of deliveries consisting of a number of identical products, Bucher shall inspect a reasonable quantity of the delivered products for defects. If the products become unsaleable as a result of the inspection, the quantity to be inspected shall be reduced to a reasonable extent. If individual random samples of a delivery are defective, Bucher may, at its discretion, demand the exclusion of the defective products by Supplier or assert claims for defects on account of the entire delivery. If, as a result of defects in the products, it becomes necessary to inspect the products beyond the usual scope of the incoming goods inspection, Supplier shall bear the costs of this inspection. In case of delay or loss of the notice of defects, its timely dispatch shall suffice.
- 8.8 If due to defects, under the relevant legal provisions, the delivered products are not marketable or are to be properly disposed of by Bucher, Bucher shall be entitled to dispose of them at Supplier's expense, unless the defects are not culpably caused by Supplier.
- 8.9 In the event of defects in the products, Bucher shall be at its own discretion entitled to demand subsequent performance in the form of either the remedying without undue delay of the defects or the delivery of defect-free products by Supplier. Further statutory claims for defects of Emghart remain unaffected. Supplier shall bear the costs necessary for the purpose of subsequent performance. This shall also apply if, after delivery, the products have been moved to a place other than the delivery address indicated by Bucher in accordance with their intended use. If Supplier fails to comply with its obligation of subsequent performance by a reasonable grace period set by Bucher, Bucher can take the necessary measures itself or have a third party take them at the expense and risk of Supplier,

unless Supplier has not culpably caused the non-fulfillment of the owed performance at the expiry of the grace period. The setting of a grace period can be dispensed with, in particular, if Supplier refuses either type of subsequent performance or if the subsequent performance has failed or is unreasonable for Bucher. In particular, subsequent performance shall be unreasonable for Bucher if Bucher has already delivered the defective products to third parties. Moreover, the setting of a grace period can be dispensed with if Supplier seriously and definitively refuses performance, or if there are special circumstances which, in consideration of the interests of both parties, justify the immediate assertion of a claim for the defect. Special circumstances in this sense exist, in particular, in urgent cases where subsequent performance by Supplier is unlikely to eliminate Bucher's imminent disadvantage. If the setting of a grace period is dispensable, Bucher shall be entitled to take the necessary measures, at Supplier's expense and risk, even without the unsuccessful expiry of a reasonable grace period, provided Bucher notifies Supplier hereof. Further claims on the part of Bucher shall remain unaffected.

- 8.10 The receipt of the products as well as the processing, payment, and re-ordering of any products not yet identified and notified as defective constitute neither an approval of the delivery nor a waiver of any claims for defects by Bucher.
- 8.11 Bucher's limitation period for the claims for defects shall be 36 months beginning with the delivery of the products. This shall not apply if Supplier has maliciously concealed the defect. If the defective products have been used for a structure according to their usual use and have caused its defectiveness, or if there is a defect in a structure, the limitation period shall be five years.
- 8.12 Suppliers of products requiring spare parts shall be obligated to supply Bucher with the required spare parts and accessories as well as tools at the prices valid at the expiry of the limitation period plus compensation for monetary depreciation for a further period of ten years after expiry of the limitation period.
- 8.13 Any further guarantees made by Supplier shall remain unaffected.

9 Product Liability

- 9.1 Supplier shall indemnify and hold Bucher harmless from any third-party claims arising from domestic and foreign product liability, unless Supplier has not culpably caused the product defect and the damage that has occurred under product liability principles. Further claims on the part of Bucher shall remain unaffected.
- 9.2 Within the scope of the indemnity obligation under paragraph 1., Supplier shall reimburse Bucher, in particular also for expenses resulting from or in connection with a warning, exchange or recall campaign carried out by Bucher. Bucher shall inform Supplier, insofar as possible and reasonable, about the content and scope of the measures to be carried out, and give Supplier the opportunity to comment. Supplier shall support Bucher to the best of its ability in the measures to be taken and take all reasonable measures ordered by Bucher.
- 9.3 Supplier shall be obligated to take out and maintain an extended product liability and recall insurance with worldwide coverage and a coverage amount commensurate with the products of at least 3 million euro per incident of personal injury for each individual person, at least 5 million euro per incident of property damage and at least 5 million euro for financial loss. Supplier hereby assigns any claims under the extended product liability and recall insurance with all ancillary rights to Bucher. Bucher hereby accepts the assignment. If an assignment is not allowed under the insurance policy, Supplier hereby instructs the insurer to make any payments exclusively to Bucher. Further claims on the part of Bucher shall remain unaffected. Upon request, Supplier shall furnish proof to Bucher of the conclusion and continued existence of the extended product liability and recall insurance. Supplier shall refrain from any action or omission that could jeopardize the insurance coverage.
- 9.4 If Supplier fails to properly comply with its obligation under paragraph 3, Bucher shall have the right, but not the duty to take out such insurance at Supplier's expense.

10 Third-Party Property Rights

- 10.1 Supplier warrants that the supply and use of the products does not infringe any domestic or foreign patents, utility models, licenses or other industrial property rights and copyrights of third parties. This shall not apply if the products were developed by Bucher.
- 10.2 If Bucher or customers of Bucher are held liable by a third party for an infringement of the property rights specified in paragraph 1 as a result of the supply and use of the products, Supplier shall be required to fully indemnify and hold Bucher harmless from these claims. The indemnity obligation relates to all expenses incurred by Bucher in connection with such a claim. Bucher shall furthermore be entitled at its absolute discretion and at Supplier's expense to obtain

approval for the use of the products from the third party or to demand that Supplier or a third party remove the defect in title in some other way. The indemnity obligation shall not apply if Supplier has not culpably caused the infringement of the third-party property rights.

11 Force Majeure

- 11.1 If Bucher is prevented from the fulfillment of its contractual obligations, in particular, from the acceptance of the products due to force majeure, Bucher shall be released from the duty to perform for the duration of the impairment as well as a reasonable start-up time without being required to indemnify Supplier. The same shall apply if it becomes unreasonably difficult or temporarily impossible for Bucher to fulfill its obligations due to unforeseeable circumstances that are not in the area of responsibility of Bucher, such as a labor dispute, measures by public authorities, pandemics, cyber-attacks, energy shortages or significant malfunctions. This shall also apply if such circumstances occur at a time when Bucher is in default of acceptance.
- 11.2 Bucher shall be entitled to withdraw from the respective affected contract if such an impediment lasts for more than two months and Bucher is no longer interested in the fulfillment of the contract as a result of the impediment. At Supplier's request, Bucher shall announce at the end of the time limit whether Bucher intends to make use of its right to withdraw or whether it will accept the products within a reasonable period of time.

12 Provision of Materials

- 12.1 If Bucher provides Supplier with materials to be used in the manufacturing of the products (hereinafter referred to as "auxiliary goods"), Supplier shall be entitled to pick up the auxiliary goods from Bucher at its own risk and expense, unless agreed otherwise. Bucher remains the owner of the auxiliary goods during the duration of the transfer of the auxiliary goods, unless otherwise agreed in the individual case.
- 12.2 Supplier shall not be entitled to pledge the auxiliary goods, to assign them as security or to dispose of them in another way that endangers the ownership of Bucher. In the event of pledges or other third-party interference, Supplier shall notify Bucher without undue delay in writing, provide all information necessary, inform the third party about the ownership rights of Bucher and assist with any steps taken by Bucher to protect the auxiliary goods. If the third party is unable to reimburse Bucher for the judicial and nonjudicial expenses incurred for the assertion of the ownership rights of Bucher, Supplier shall be required to reimburse Bucher for the resulting losses, unless Supplier has not culpably caused the breach of duty.
- 12.3 Supplier shall be obligated to handle and store the auxiliary goods with care. Supplier shall insure the auxiliary goods for their replacement value at its own cost against fire, water and theft damage. Supplier hereby assigns any compensation claims from this insurance policy to Bucher. Bucher hereby accepts the assignment. If an assignment is not allowed under the insurance policy, Supplier hereby instructs the insurer to make any payments exclusively to Bucher. Further statutory claims on the part of Bucher shall remain unaffected. Upon request, Supplier shall provide Bucher with evidence of the conclusion and existence of such insurance policies. If Supplier fails to properly comply with its obligation to insure the auxiliary goods in accordance with sentence 2, Bucher shall have the right, but not the duty to take out such insurance at Supplier's expense.
- 12.4 In the event Supplier processes or modifies the auxiliary goods, this shall always be done on behalf of Bucher. Bucher's ownership of the auxiliary goods shall continue in the processed or modified item. If the auxiliary goods are processed or modified with other products which are not owned by Bucher, then Bucher shall obtain co-ownership in the new item in the proportion of the value of the auxiliary goods to the other processed items at the time of the processing or modification. The same shall apply if the auxiliary goods are combined or mixed with other items that are not owned by Bucher in such a way that Bucher loses its full ownership. Supplier shall store the new items for Bucher. In all other aspects, the same provisions as for auxiliary goods shall apply to the item created by processing or modification as well as by combining or mixing.
- 12.5 If so requested by Bucher, Supplier shall draw up inventory lists of auxiliary goods stored by Supplier.
- 12.6 Supplier may use the auxiliary goods exclusively for the manufacture and delivery of the products ordered by Bucher or according to other requirements stipulated by Bucher.
- 12.7 Products manufactured in whole or in part by Supplier in accordance with the specifications of Bucher or using auxiliary goods provided by Bucher may be used by Supplier itself or offered, delivered or otherwise made accessible to third parties only with prior written consent of Bucher. The same shall also apply to products justifiably

not accepted by Bucher. In case of infringements, Supplier shall pay Bucher a contractual penalty in the amount of the value of the relevant products plus 10% of the net value, unless the infringement is not culpably caused by Supplier. Any further claims by Bucher shall remain unaffected, with the contractual penalty being offset.

- 12.8 Supplier shall indemnify and hold Bucher harmless for any damage suffered by Bucher as a result of the loss, destruction or other damage to the auxiliary goods, unless such loss, destruction or other damage to the auxiliary goods is not culpably caused by Supplier. Supplier shall promptly notify Bucher in writing of the loss, destruction or other damage.
- 12.9 Supplier is obligated to return the auxiliary goods to Bucher without undue delay upon Bucher's request, but in any event no later than upon termination of the respective contract. The same shall apply accordingly if the transfer of auxiliary goods is no longer required. They shall be transported back to Bucher at Supplier's cost and risk. Supplier shall be obligated to reimburse Bucher for the wear or other deterioration of the auxiliary goods that exceed normal wear, unless Supplier has not culpably caused the wear exceeding normal wear or any other deterioration.

13 Liability of Bucher

- 13.1 Bucher shall be fully liable for any damages resulting from the breach of a guarantee or from an injury to life, body or health. The same shall apply in case of intent or gross negligence or if Bucher assumed a procurement risk. Bucher shall only be liable for slight negligence if essential duties were breached which result from the nature of the contract and which are of particular importance for the achievement of the purpose of the contract. In the event of a breach of such duties, default and impossibility of performance, Bucher's liability shall be limited to such damages which typically must be expected to arise within the context of the contract. A mandatory statutory liability for product defects shall remain unaffected.
- 13.2 As far as the liability of Bucher is excluded or limited, this shall apply as well to the personal liability of the employees, workers, staff, representatives and vicarious agents of Bucher.

14 Confidentiality

- 14.1 The parties shall be required to keep confidential all information which becomes available to them and which is designated as confidential or which, considering other circumstances, is recognizable as business or company secrets for a period of five years from delivery and to neither record nor disclose or exploit such information unless this is necessary for the business relationship.
- 14.2 The confidentiality obligation shall not apply if it can be proven that the information was already known to the receiving party or known by or accessible to the public prior to the commencement of the contractual relationship or if they become generally known or accessible through no fault of the receiving party. The burden of proof lies with the receiving party.
- 14.3 The parties shall ensure by means of suitable contractual agreements with the employees and agents working for them, in particular their freelancers and any contractors and service providers working for them, that these likewise refrain from any exploitation, disclosure, or unauthorized recording of such business and company secrets for a period of five years from delivery.

15 Data Protection and Privacy

- 15.1 The parties reciprocally undertake to comply with the statutory provisions governing data protection, especially the EU General Data Protection Regulation ("GDPR") in the execution of the contract and to require their employees to do the same.
- 15.2 The parties shall process any personal data received (names and contact information of the respective contact person) exclusively for the fulfillment of the contract.

16 Human Rights and Code of Conduct

- 16.1 Supplier shall comply with the internationally recognised human rights and shall not violate the prohibition of forced labour and child labour, thus respects the principle of freely chosen employment and employs only employees who have reached the required minimum age to do the respective work according to the applicable laws. Furthermore, Supplier shall pay its employees wages and social benefits that at least correspond to the respective applicable legal provisions or agreements and shall comply with the respective applicable legal provisions on working hours and holidays. Also, Supplier shall respect the freedom of association and shall comply with the prohibition of discrimination due to gender, skin color, nationality, disability, political opinions, ethnic or social background, religion, age, sexual orientation or the like. Supplier shall provide a safe and healthy working environment and shall take appropriate measures to ensure health and safety in the workplace. Supplier shall comply with the above obligations in its business operations, in

particular in connection with its performance of services for Bucher. The above obligations are hereinafter also referred to as the "Code of Conduct".

- 16.2 Bucher shall be entitled to verify Supplier's compliance with the Code of Conduct in its business operations, in particular in connection with its provision of services for Bucher, for example by inspecting the relevant documents and/or by way of on-site visits. For this purpose, Supplier shall upon request of Bucher immediately grant Bucher access to the documents relevant for the inspection, if necessary also by transmitting these documents. Furthermore, Supplier shall immediately provide Bucher with the information required for the inspection and shall grant it access to its production facilities, operating sites and other premises during standard business hours to the extent required for the inspection. Bucher will provide reasonable advance notice of the visit. If there is sufficient indication of a violation of the Code of Conduct in connection with the provision of services for Bucher, Bucher is also entitled to make visits without prior notice. When exercising its inspection rights, Bucher will minimize interference with the production and operating processes, show reasonable consideration for Supplier's business secrets and comply with the statutory data protection regulations.
- 16.3 Supplier shall inform Bucher immediately in writing, in the event of any violation of the Code of Conduct in the course of its business operations in particular in connection with its provision of services for Bucher.
- 16.4 Bucher may require Supplier to immediately initiate specific appropriate remedial measures to rectify the violation of the Code of Conduct in particular insofar as the violation is in connection with its provision of services for Bucher.
- 16.5 Bucher shall be entitled, in particular if the violation of the Code of Conduct is related to the provision of services for Bucher, to terminate the contract with immediate effect or to withdraw from the contract, each after the expiry of a reasonable grace period or if a warning has remained without effect, if,
- (a) in breach of duty, the Supplier does not initiate the remedial measures within a reasonable period of time, such reasonable period being no more than one month from the request to do so, or,
 - (b) the remedial measures do not have any effect within a reasonable period of time.

If the violation of the Code of Conduct is so grave that Bucher cannot reasonably be expected to adhere to the contract, Bucher shall also be entitled to terminate or withdraw from the contract with immediate effect.

17 Final Provisions

- 17.1 Supplier may transfer rights and duties under the respective contract to third parties or have an order or essential parts of an order executed by third parties only with prior consent by Bucher.
- 17.2 Supplier may only offset any counterclaims if they were upheld by a court of law or if they are undisputed. Supplier may only assert a right of retention if its counterclaim pertains to the same contractual relationship.
- 17.3 Subsuppliers of Supplier shall be regarded as its vicarious agents. Bucher must be notified about them in writing promptly upon request.
- 17.4 The legal relationships between Supplier and Bucher shall be subject to the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 17.5 The exclusive place of jurisdiction for all disputes arising from the business relationship between Supplier and Bucher shall be the registered office of Bucher. Bucher may also file suit at Supplier's registered office as well as at any other admissible place of jurisdiction. Arbitration clauses are rejected.
- 17.6 The place of performance for Supplier's delivery and subsequent performance obligations shall be the delivery address specified by Bucher. In all other respects, the place of performance for all services rendered by Supplier and by Bucher shall be Bucher's registered office, unless otherwise agreed.
- 17.7 Should a provision contained in these General Terms and Conditions of Purchase be or become fully or partially invalid or unenforceable, or should these General Terms and Conditions of Purchase contain a loophole, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be deemed to have been replaced with such a valid or enforceable provision which best reflects the purpose of the invalid or unenforceable provision. A loophole shall be deemed to have been replaced with such a provision which, given the purpose of these General Terms and Conditions of Purchase, corresponds to what would have been agreed between the contractual parties had they been aware of the matter from the start.