

OroraTech GmbH

General Terms and Conditions of Purchase (GTCP)

Version: 1 September 2024

1. General | Scope

- 1.1 These General Terms and Conditions of Purchase (“GTCP”), in their current version at the time the relevant contract is concluded, shall form part of all contracts (including those on the basis of individual purchase orders) between OroraTech GmbH with its registered office at St.-Martin-Straße 112, 81669 Munich, Germany (“OT”) and its contractual partners (each a “Vendor”) for the procurement of goods and/or services by OT.
- 1.2 These GTCP shall also apply to future contracts between OT and Vendor without OT having to refer to them in each individual case. At the latest, they shall be deemed to be confirmed by Vendor when it begins to perform its services.
- 1.3 These GTCP shall apply exclusively. General terms and conditions of Vendor which deviate from, conflict with or supplement these GTCP shall not apply even if OT does not expressly object to them, if it accepts Vendor’s goods or services without reservation or if Vendor refers to its own general terms and conditions on its order documents, invoicing documents or other documents.
- 1.4 General terms and conditions of Vendor shall only form part of the contract in so far as OT has expressly consented to their application in writing making express reference to the general terms and conditions of Vendor.
- 1.5 Where these GTCP use the expressions ‘in writing’, ‘written form’ or variations thereof, this means the electronic exchange of copies of documents signed by hand as well as documents signed with an electronic signature (such as provided by e.g. DocuSign or Adobe Sign) or any stricter standard (such as wet ink signatures or notarization) shall suffice. Unless expressly stated otherwise in these GTCP, stand-alone emails shall not suffice.
- 1.6 Legally relevant declarations made by Vendor, which are made to OT after the conclusion of the contract, must be made at least in text form in order to be valid (simple email shall suffice), unless expressly provided otherwise in these GTCP.
- 1.7 References in these GTCP to the application of statutory provisions are only for the purposes of clarification. Consequently, even without such clarification the statutory provisions shall apply unless they are directly amended or expressly excluded in these GTCP.

2. Conclusion of a Contract | Costs Estimates

- 2.1 Orders placed by OT must be made in written form.
- 2.2 OT shall only be bound by an order for (2) weeks.
- 2.3 Offers and cost estimates from Vendor shall be binding and provided at no cost to OT. If, prior to concluding a contract, Vendor prepares offer documents or project documents, brochures, presentations or similar items or attends visits, meetings or other appointments with OT, these will not be paid for by OT.

3. Partial Deliveries | Delivery Terms/Terms of Performance | Passing of Risk

- 3.1 Vendor shall only be entitled to effect partial deliveries/performance following OT’s express written consent (simple email shall suffice).
- 3.2 Delivery dates and dates for performance contained in OT’s order documents are binding on Vendor. Without prejudice to OT’s other rights, Vendor shall be obliged to immediately inform OT in writing (simple email shall suffice) about foreseeable delays in delivery or effecting performance. Premature delivery or performance of services by Vendor shall only be permitted following OT’s prior written consent (simple email shall suffice).
- 3.3 Unless otherwise agreed, Vendor’s deliveries and performance shall be effected DAP (*Delivered At Place* under Incoterms 2020) at OT’s registered office.
- 3.4 OT accepting the goods or the performance of services without reservation, shall not constitute a waiver of OT’s statutory or contractual claims for delays in delivery or performance.
- 3.5 If Vendor fails to meet the agreed delivery date or date for performance, it shall owe OT a contractual penalty of 0.2 % of the net order value per day of the delay up to a maximum contractual penalty of 5 % of the net order value. This shall not apply to the extent that Vendor is not responsible for the delay in delivery. OT’s other statutory or contractual claims shall remain unaffected. A contractual penalty incurred under this provision must be allowed as credit against a claim for compensation that may arise for OT. OT may claim the contractual penalty even if OT does not reserve the right to do so at the time of acceptance of the goods or performance.

4. Dispatch | Packaging

- 4.1 Vendor must give OT notice of all deliveries and performance of services on a timely basis, by means of a (dispatch) notice at least three (3) working days before dispatch, stating details of the nature, quantity and where appropriate the (net) weight. In all dispatch and order documents and in related correspondence, in particular in dispatch notes, consignment notes and invoices, Vendor must state OT’s relevant purchase order number and where appropriate material number.
- 4.2 All goods must be transported and delivered in packaging if their nature requires them to be in packaging for transportation. The packaging must comply with all statutory and contractually agreed product provisions, packaging provisions and transportation provisions; in particular the goods must be packaged safely for transportation and in an appropriate manner for the relevant type of transportation. Packaging materials pass into the ownership of OT.
- 4.3 If goods enter the place of destination in damaged packaging, OT shall be entitled to refuse to accept all goods delivered without checking the contents. Any return costs shall be borne by Vendor. The same applies if goods in damaged packaging are handed over to OT or to the transport company designated by OT, if such a method of delivery is contractually agreed.

- 4.4 Upon OT's request and option, Vendor shall either take back any packaging material or reimburse respective waste disposal costs.
- 5. Labelling | cGxP | Product Information**
- 5.1 All deliveries must be labelled in accordance with the applicable legal provisions.
- 5.2 All deliveries must be accompanied by the documents which are required by law and by contractual agreement, in particular delivery notes and all documents which must be presented in accordance with the standards on good working practices (cGxP) which are applicable at the time concerned, in particular on good manufacturing practice (cGMP) and on good distribution practice (cGDP).
- 5.3 Vendor shall inform OT about possible authorization requirements in relation to (re-) exports of goods under German, European or US export control and customs regulations as well as under the export control and customs regulations of the country of origin of the goods.
- 5.4 At OT's request, Vendor shall also be obliged to inform OT about all further foreign trade data in relation to the goods and the components of the goods in text form and to inform OT immediately about changes in the data in text form (prior to the delivery of such goods).
- 6. Spare Parts | Ability to Supply**
- 6.1 For the period of the usual technical use of any goods supplied, but at least for ten (10) years after the last delivery, Vendor shall be obliged to keep available an appropriate amount of spare parts and wear parts, consumables and other objects which are needed on a recurring basis in connection with the goods supplied (collectively: "**Spare Parts**") and to offer these to OT on reasonable terms.
- 6.2 In the event that Vendor ceases to supply the goods during the time period stated in Clause 6.1 or after the expiry of that time period ceases to supply the Spare Parts, OT must be informed about this with reasonable advance notice. In these circumstances, OT shall have the right to make a last order of a reasonable amount of the goods and/or Spare Parts, which Vendor will supply.
- 7. Prices and Remuneration | Invoices | Payment Terms**
- 7.1 All prices, remuneration and other amounts of money stated in OT's order documents are given in euros. They include all contractually agreed services to be performed and if applicable necessary ancillary services provided by Vendor (e.g., delivery/transport, assembly, installation, insurance, packaging, customs duties).
- 7.2 Services performed by Vendor, disbursements or expenditure it incurs, which are not the subject of an express agreement in the contract (e.g. travel time, travel costs, accommodation, subsistence) will not be separately remunerated or reimbursed by OT.
- 7.3 If, in an individual case, OT and Vendor have agreed that Vendor's disbursements or expenditure will be reimbursed, the reimbursement will be made only on a net basis plus VAT (in so far as this is applicable), so that any VAT contained in Vendor's gross disbursements must be excluded for the purposes of charging it to OT.
- 7.4 All invoices of Vendor must contain at least the following individual details: (i) Name/firm name, complete address and account information of Vendor, (ii) name/firm name and complete address of OT, (iii) name of the responsible OT contact person (stated on OT's order), (iv) date and number of OT's order, (v) payment (net), (vi) statutory VAT (if applicable) plus the applicable rate of tax, (vii) total invoice sum and (viii) all other further information and details required in that case under the statutory regulations on VAT (invoicing requirements), in particular the VAT identification numbers of Vendor and of OT (in so far as they are available), invoice number, invoice date and time of performance of services or period of performance of services.
- 7.5 Vendor's invoices for the provision of services, which do not consist of the supply of goods, must include, in addition to the individual details listed in Clause 7.4, at least the following individual details: (i) nature and content of the services invoiced, (ii) date and/or period in which the services were provided, (iii) remuneration or other payment for the services, and (iv) Vendor's disbursements and expenditure including enclosing corresponding evidence and receipts, in so far as this is agreed (Clause 7.2 applies).
- 7.6 Invoices which do not include the minimum details listed in Clauses 7.4 to 7.5 may be rejected by OT and returned to Vendor. OT reserves the right to withhold payment until receipt of a proper invoice.
- 7.7 OT shall pay Vendor's invoices within net thirty (30) days. These payment deadlines shall commence with complete delivery and/or performance as well as OT's receipt of a proper invoice. If the acceptance of Vendor's performance has been agreed or is provided for by applicable law, the payment deadlines shall commence at the time of acceptance as well as OT's receipt of a proper invoice.
- 7.8 If the goods delivered or services performed are not in accordance with the contract, in particular in the event of defective, delayed or incomplete delivery or performance, OT may withhold payments until supplies are made or services are performed in accordance with the contract. If OT withholds payment or sets off a claim against Vendor's claims, this shall not result in the loss of discounts, cash discounts and similar preferential payment terms granted by Vendor. OT's other statutory and contractual rights remain unaffected.
- 7.9 Vendor notes that in certain circumstances, regardless of the possible existence of a double taxation convention, OT may be obliged to deduct withholding tax. If necessary, this may be avoided by Vendor by submitting a certificate of exemption from the Central Federal Tax Office (*Bundeszentralamt für Steuern*).
- 8. Property in Goods | Provision of Materials**
- 8.1 Property in any goods shall pass to OT at the time of delivery to OT.
- 8.2 Any retention of title by Vendor shall be excluded, regardless of whether in the form of a simple, extended, expanded or other retention of title. OT

shall be entitled to process goods which have been delivered or to make use of them in other ways without Vendor's consent.

- 8.3 To the extent agreed between OT and Vendor that materials or other objects will be provided by OT, Vendor may only use such materials or objects for the purposes of performing the contract. If Vendor processes, combines or mixes such materials or objects, this shall be done on OT's behalf. In the event that there is processing, combining or mixing with items from third parties whose property rights remain, OT shall acquire co-ownership in the new item in proportion to the value of the materials or objects provided by OT to the value of the other items.

9. Duty to Examine Goods | Duty to Notify Vendor about Defects

- 9.1 OT's duties to examine the goods and notify Vendor about defects (§ 377 of the German Commercial Code (*Handelsgesetzbuch*, 'HGB') shall apply subject to the following: statutory time-limits for the examination of goods shall only commence once the goods have arrived at OT's registered office. OT's duty to examine the goods shall be restricted to apparent defects, i.e. defects which are evident during an incoming goods inspection by means of a visual inspection including of the delivery documents (e.g. transport damage, incorrect delivery or delivery of a smaller quantity). OT may notify other defects (hidden defects) to Vendor within two (2) weeks of discovering them.
- 9.2 If, when examining the goods for apparent defects, OT establishes that parts of the goods do not comply with the statutory or contractual requirements, OT may reject all goods delivered.

10. Warranty | Rights in Respect of Defects

- 10.1 OT's rights in respect of defects in quality and defects as to title in relation to the goods or services provided and in respect of other breaches of duty by Vendor shall be governed by applicable law. The provisions of these GTCP also supplement OT's statutory rights in this respect.
- 10.2 Vendor guarantees that the goods supplied and the services provided shall wholly correspond to the contractual agreements. In particular, Vendor guarantees that at the time of the passing of the risk the goods shall have the agreed quality characteristics (e.g. specific Technology Readiness Levels (TRL), as defined by the National Aeronautics and Space Administration (NASA) TRL Scale). In particular, all product descriptions, which are included in OT's order by means of description or reference, shall be considered as agreed quality characteristics, regardless of whether the product description originates from OT, Vendor or third parties (e.g. manufacturer).
- 10.3 Vendor guarantees that the goods supplied and the services provided shall wholly comply with applicable law. This includes, in particular, in so far as they are applicable at the time concerned, the recognized standards of science and technology, applicable technical regulations and standards (e.g. DIN, EN, ISO, VDE), as well as the applicable regulations on health and safety at work and the prevention of accidents.

- 10.4 Vendor guarantees that the use and exploitation of the Work Products, the goods supplied and services provided by Vendor (e.g. import/export, storage, sale) in accordance with the contract does not infringe any rights of third parties; in particular, it does not infringe any patent rights, copyright, or other intellectual property rights. Vendor shall indemnify OT and OT's customers against all claims arising from any infringements of rights of third parties that may arise, shall, at its own cost, take charge of defending those claims and shall bear all costs which OT incurs in connection with this. If Vendor does not defend such claims or defends them inadequately, and if after being given a reasonable period in which to do so Vendor does not take measures itself, OT reserves the right to take all measures at the cost of Vendor.

- 10.5 Vendor guarantees compliance with the applicable standards on good working practices (cGxP) at any given time, in particular good manufacturing practice (cGMP) and good distribution practice (cGDP), in so far as: (i) the goods supplied are medicinal products, healthcare products, cosmetic products, foodstuff or food supplements, (ii) the manufacturing, processing or packaging serves the products listed in (i), (iii) come into contact in another way with the products listed in (i) or could affect such products, or (iv) the applicable standards on good working practices (cGxP) at any given time, in particular good manufacturing practice (cGMP) and good distribution practice (cGDP), apply to the goods supplied or to the services provided for other reasons.

- 10.6 In the event of defects in the goods or services, Vendor must effect supplementary performance in accordance with applicable law. The supplementary performance must be effected without delay and free of charge and shall include, at OT's option, the rectification of the defect or the delivery of defect-free goods. Vendor shall be entitled to a maximum of two (2) attempts at supplementary performance.

- 10.7 If Vendor is obliged to effect supplementary performance, OT will make the defective goods available to Vendor at the location where they are situated. The supplementary performance by Vendor shall include collecting, disassembling and removing the defective goods and the delivery as well as the installation of defect-free goods supplied by means of supplementary performance, in each case at the cost and risk of Vendor.

- 10.8 If, after OT notifies Vendor of a defect, Vendor is not willing or, even after OT setting a short time period for supplementary performance, would not be in a position to effect supplementary performance as quickly as is necessary in order to avert disproportionately large losses, OT has the right to rectify the defect itself or to get a third party to do it and to demand indemnification for the necessary costs and expenditure. The same applies if Vendor has not successfully rectified the defect after the expiry of a reasonable period set by OT for doing so.

- 10.9 If after the expiry of a reasonable period set by OT for supplementary performance, Vendor has not successfully rectified the defect, OT shall be entitled to assert its statutory rights to terminate the contract, to reduce the price and to claim compensation.

- 10.10 In derogation from the second sentence of § 442(1) German Civil Code (*Bürgerliches Gesetzbuch*, 'BGB'), OT shall be entitled to all rights in respect of defects without restriction even if OT had no knowledge of the defect at the time of concluding the contract due to gross negligence.
- 10.11 The acceptance of deliveries or services without a reservation of rights or their use on a temporary basis, as well as the payment of prices, remuneration or other amounts of money shall not affect any of OT's rights (no waiver of rights or loss of rights) and where applicable, shall not constitute acceptance (*Abnahme*).
- 10.12 Except where a longer limitation period applies under applicable law, the limitation period for OT's claims for defects shall be three (3) years from the delivery of the goods. The limitation period for OT's claims arising from a tort based on a defect of the goods shall be governed by applicable law.
- 11. Change Requests | Changes in Performance**
- 11.1 At any time, OT may request changes, supplements to or expansions of the contractual services ("**Change Requests**"). If it would be unreasonable for Vendor to carry out a Change Request, within two (2) weeks of receiving the Change Request Vendor may object to the Change Request.
- 11.2 In each case, Vendor shall be obliged to submit a calculation to OT showing the necessary cost for implementing the Change Request, which takes into account the effects of the change on dates for performance, remuneration and resources used. If additional work arises for Vendor as a result of changes, Vendor may request an appropriate adjustment of the dates for performance and the remuneration.
- 11.3 OT and Vendor shall agree in writing (simple email shall suffice) about the implementation of a Change Request including the consequences arising from it for dates for performance and the remuneration of Vendor ("**Change in Performance**"). The relevant Change in Performance shall only be effective after it has been laid down in writing (simple email shall suffice). However, even prior to the Change in Performance having been made, within the limits of what is reasonable and of its operational and staff facilities, Vendor shall be obliged to start implementing the Change Request without delay.
- 11.4 In the event that there is no agreement about a Change Request, OT may extraordinarily terminate the contract about the specific performance which needs to be changed, if it would not be reasonable for OT to continue to comply with it without the requested change.
- 12. Basis of Cooperation | Staff**
- 12.1 Vendor must provide all of the agreed deliveries and services professionally, punctually and in accordance with applicable law and contractual agreements. In so doing, Vendor shall at all times apply the standard of care to be applied in each case by specialists and in any event exercise due care as objectively required.
- 12.2 OT shall not be obliged to supply material or other things.
- 12.3 Vendor shall not be authorized to represent OT in legal transactions.
- 12.4 No private partnership or other partnership shall be established between OT and Vendor.
- 12.5 Vendor shall ensure that the deployment of its staff is carried out in accordance with applicable law. This includes, in particular, compliance with the applicable employment law, law on the minimum wage, social insurance law and the law on collective agreements. Vendor shall ensure that, as far as necessary, its deployed staff shall possess valid work permits.
- 12.6 There shall be no assignment of Vendor's employees to OT or vice versa within the meaning of the Law on the supply of temporary workers (*Gesetz zur Regelung der Arbeitnehmerüberlassung*, 'AÜG'). Vendor may also use the staff it deploys hereunder in order to perform contracts for third parties. Only Vendor shall have authority to issue instructions to its staff.
- 12.7 Vendor shall be entirely responsible itself for the payment of wages, salaries, taxes, non-wage labor costs, in particular social insurance contributions, for its staff. No obligations rest with OT in this respect.
- 12.8 If Vendor deploys staff in order to perform the contract, it undertakes to appoint a contact person for OT. As a general principle, OT shall convey any concerns it has with regard to the performance of the contract to the contact person appointed by Vendor.
- 12.9 If a person deployed by Vendor for the purposes of performing the contract is replaced by another person and an induction by Vendor is necessary, then this shall be at the expense of Vendor and must not lead to any disadvantages for OT. Where justified, OT may request the replacement of a person deployed by Vendor for the purposes of performing the contract. This shall be justified, in particular, where the person deployed has infringed applicable law or repeatedly and seriously breached duties to be complied with in the contractual relationship to OT. Vendor shall bear the costs resulting from the replacement of such person.
- 13. Intellectual Property Rights**
- 13.1 To the extent that Vendor develops or manufactures a product according to OT's specifications or by incorporating works or information of OT that are not generally known, Vendor assigns to OT all ownership and intellectual property rights in all tangible and intangible assets, creations, and other (interim) results in whatever form, which are or were created, supplied or otherwise made available in connection therewith (collectively: "**Work Products**"). This includes all registered and unregistered intellectual property rights, including industrial property rights and similar rights, in particular trademarks, patents, utility models, designs, name rights, copyright and related rights, technical and operational know-how, trade secrets and business secrets, rights to internet domains, rights arising from corresponding applications and registrations of the foregoing rights as well as rights to, licenses to or title in any such foregoing rights.
- 13.2 In so far as the assignment under Clause 13.1 is not legally possible, Vendor grants OT the exclusive, transferable, unlimited (in terms of time, territory and

content) and sublicensable right to use the Work Products to the widest extent possible in any known and currently unknown manner. This shall in particular include the right to reproduce, distribute, publish, put on display, recite, perform, present, make available to the public, send, forward or otherwise communicate to the public the Work Products in all media, in all services, via any way and technique of transmission, regardless of the devices used therefor. This shall also include the right to change, translate, create derivative works from or otherwise rearrange the Work Products and to use and exploit any such changed, translated or otherwise rearranged Work Products and derivative works in the above mentioned manner.

- 13.3 OT hereby accepts the above assignments and grants of rights, but shall not be obliged to exercise these rights. In so far as this is necessary for the valid acquisition of the rights listed above, Vendor shall repeat the above assignments and grants of rights in each case at the time the respective Work Product concerned comes into existence. OT accepts these assignments and grants of rights in each case. To the extent permitted by law, the above assignments and grants of rights shall be irrevocable.
- 13.4 Vendor agrees that it will not be named as an author in connection with the exploitation of the Work Products and that OT shall not be obliged to give Vendor access to the Work Products. OT shall be entitled to apply for exclusive and unrestricted intellectual property rights in its own name.
- 13.5 Vendor undertakes to take all necessary action in order to bring about the above assignments and grants of rights and to support OT in registering, protecting and maintaining the rights in relation to the Work Products.
- 13.6 To the extent permitted by mandatory law, the above-mentioned assignments and grants of rights shall survive the termination or expiration of the contract. To the extent permitted by mandatory law, such assignments and grants as well as the creation of the Work Products and their further use by OT shall be deemed compensated for in full by the payment of the agreed remuneration.
- 14. Use of Subcontractors**
- 14.1 Vendor shall fulfil its contractual duties itself. Vendor shall only be permitted to involve any type of subcontractors or other third parties (collectively: **"Subcontractors"**) following OT's prior written consent (simple email shall suffice).
- 14.2 Where OT has consented to Vendor involving a Subcontractor, Vendor shall impose all duties which it owes to OT on the Subcontractor, in so far as this is necessary in order for Vendor to fulfil its contractual duties in accordance with the contract. Vendor shall ensure that Subcontractors comply with applicable law, in particular employment law and social insurance provisions. In each case, Vendor shall remain responsible and liable for the actions and omissions of the Subcontractor in the same way as for its own actions and omissions.
- 15. Special Provisions for Work Performed**
- 15.1 Vendor shall be obliged to give OT at least ten (10) working days' prior notice of the readiness for

acceptance of the work performed unless the nature, scope or complexity of the work performed requires a longer notice period. Free of charge, OT shall be entitled to test the functionality of the work performed by Vendor which shall be released for acceptance within twenty (20) working days after receipt of the relevant declaration of Vendor unless the nature, scope or complexity of the work performed require a longer test period. The acceptance of work performed must be done formally in each case. Partial acceptance and deemed acceptance are excluded. This also applies if OT uses the work performed prior to having declared acceptance. Any costs arising from acceptance shall be borne by Vendor.

- 15.2 Vendor shall rectify defects in the work performed by means of supplementary performance: at OT's option this shall either be by means of the rectification of defects or by delivery of substitute goods. In the event that the rectification of defects with regard to the same defect repeatedly fails (at least three times) and if it would be unreasonable for OT to continue to wait, after the expiry of a reasonable additional period and the threat to refuse performance after that time, OT may terminate the contract or reduce the agreed remuneration. In addition, in accordance with applicable law, OT may claim damages or reimbursement for any wasted expenditure arising. OT's right to rectify the defect itself under §§ 634 No. 2 and 637 BGB shall remain unaffected.
- 15.3 OT's claims arising from defects in work the result of which consists of the manufacture, maintenance or alteration of an item or in the provision of planning or supervisory services for the manufacture, maintenance or alteration of an item, shall be time-barred, in derogation from the statutory limitation period, three (3) years after the work is accepted. The statutory limitation periods shall apply in respect of OT's claims arising from defects in other work.
- 16. Special Provisions for the Rental of Movable Property**
- 16.1 OT shall not be obliged to provide a rent deposit or other forms of security.
- 16.2 OT shall be entitled to sub-lease the leased property in whole or in part and to make it available for use by third parties. OT shall be entitled to permit the third party to also sub-let and make it available for use by third parties.
- 17. Special Provisions for Software and IT services**
- 17.1 Software provided by Vendor shall be provided with appropriate documentation. In the case of customized software, Vendor shall grant OT access to the source code of the software.
- 17.2 In the event of the procurement of standard software on a permanent basis, at the time of providing the software, Vendor shall grant OT a non-exclusive, irrevocable right to use the software and the related documentation, which shall be unlimited in terms of duration, territorial scope and content.
- 17.3 In the event of the procurement of standard software on a temporary basis, at the time of providing the software, Vendor shall grant OT a non-exclusive right to use the software and the related documentation which shall be unlimited in terms of

territorial scope and content but limited as to the contract term. Vendor shall continuously develop the standard software provided to OT on a temporary basis and shall regularly, however at least annually, make upgrades and new versions of the software available to OT.

- 17.4 For use in accordance with the terms of the contract, OT shall be entitled to comprehensive use of the standard software provided by Vendor permanently or on a temporary basis. The use to which it shall be entitled covers running and saving the software (including installing it) and downloading it on computer systems as well as the processing of OT's own data by the software. The use to which it shall be entitled also covers the right to make copies for security and archiving purposes and for third parties to process and develop programs running together with such software for OT, in particular to create interoperability with neighboring systems and programs.
- 17.5 In the event of the procurement of customized software as well as of IT consultancy services, the provisions on the assignment and granting of rights in Work Products in accordance with Clause 13 shall apply. In addition to the software, these rights shall also cover its source code and the related documentation.
- 17.6 The granting of non-exclusive rights of use always includes the entitlement to exercise the right to assign rights of use to third parties. OT may also permit the rights of use in the software plus documentation to be exercised by a third party at another location and on systems which do not belong to OT for OT's purposes, for instance in an external data processing center.
- 17.7 If specific third-party license provisions apply in relation to OT's use of the software provided by Vendor, then prior to concluding the contract Vendor must make the complete terms of such license provisions available to OT. Otherwise only these GTCP shall apply.
- 17.8 If it is agreed that maintenance services are to be provided in connection with the standard software provided by Vendor permanently or in connection with customized software, Vendor shall maintain the software in line with the current generally acknowledged state-of-the-art at any given time and so that there are no breakdowns and it shall rectify any faults that arise. OT's statutory rights in respect of defects in quality and defects as to title shall remain unaffected.
- 17.9 In relation to results, documents and other data in whatever form, which come into being in the course of or in connection with the use of the software provided by Vendor, the provisions on the assignment and granting of rights in Work Products under Clause 13 shall apply.

18. Liability

- 18.1 Vendor's liability shall be governed by applicable law.
- 18.2 OT's liability shall be unlimited (i) in respect of losses caused by acting intentionally or with gross negligence, (ii) in respect of breaching essential contractual obligations, namely those obligations which must be complied with in order to make it

possible for the contract to be properly performed at all and which Vendor normally relies on being fulfilled and may so rely (cardinal obligations), (iii) in respect of defects which have been fraudulently concealed, (iv) in respect of losses arising from death, bodily injury, or harm to health, (v) in respect of claims under the Law on Product Liability (*Produkthaftungsgesetz*), and (vi) in the event that OT expressly assumes a guarantee as to quality.

- 18.3 Notwithstanding Clause 18.2, OT's aggregate liability arising out of or in connection with any order shall be limited to one hundred percent (100%) of the total remuneration paid or payable by OT under such order.
- 18.4 Any other liability of OT not covered by this Clause 18 shall be excluded on the merits.

19. Insurance

- 19.1 For the duration of its contractual relationship with OT (including any warranty and limitation periods), Vendor shall be obliged to maintain an adequate level of cover for third party liability insurance and product liability insurance on customary terms for its industry sector.
- 19.2 On request, Vendor shall provide evidence to OT of the insurance cover that it is obliged to maintain.
- 19.3 Vendor's obligations in relation to insurance which are regulated in this Clause 19 apply without prejudice to any statutory and contractual rights which OT has.

20. Set Off | Right of Retention | Assignment

- 20.1 Vendor may only set off its claims against those of OT if Vendor has undisputed claims or claims which have been determined by final court decisions which are not subject to appeal.
- 20.2 Vendor may only exercise a right of retention (*Zurückbehaltungsrecht*) if its counterclaim and the claim made by OT relate to the same contract.
- 20.3 Without prejudice to mandatory applicable law, Vendor may only assign claims against OT with OT's prior written consent.

21. Confidentiality

- 21.1 Vendor shall be obliged to maintain secrecy on a permanent basis concerning all information which has become known to it and becoming known to it in the course of and in connection with the performance of the contract in whatever form, e.g. technical, financial, commercial, legal or tax information, personal data, trade secrets and business secrets, know-how, procedures, developments, measurement values, drawings and plans of OT or of third parties ("**Confidential Information**") and except where this is necessary for the purposes of achieving the objective of the contract concerned, shall not record it, pass it on or otherwise utilize it. Confidential Information also includes the fact that a contract has been concluded with OT and the content of the contract.
- 21.2 No assignment of rights or granting of rights in Confidential Information to Vendor shall take place.
- 21.3 OT does not provide any guarantee that the Confidential Information is complete, correct or that it is fit for use.

21.4 Vendor shall ensure in an appropriate manner that persons und undertakings working for it who have access to Confidential Information are themselves subject to the above-mentioned obligations.

21.5 In the event that Vendor is obliged to disclose Confidential Information as a result of a statutory obligation or an order from an authority or from a court, Vendor shall inform OT of this in writing without delay and on request shall support OT in protecting the Confidential Information as much as possible or in getting it protected.

21.6 Upon OT's request or upon termination or ending of a contract, Vendor shall be obliged to immediately return all Confidential Information and copies of the same as well as all materials created which contain Confidential Information or which allow conclusions to be drawn from it or to destroy it in the most secure way according to the state-of-the-art at the time concerned, and to confirm having taken the above actions to OT.

22. Data Protection

22.1 In the course of carrying out the contract, Vendor shall comply with the applicable data protection laws and regulations at any given time and shall ensure that persons deployed by it comply with them. In particular, Vendor shall implement adequate technical and organizational measures (Article 32 of the GDPR) to ensure a level of security of personal data appropriate to the risk.

22.2 If, in the course of performing its obligations under the contract, Vendor comes into contact with OT's personal data (in particular relating to employees or contractual partners) in accordance with the regulations, then to the extent that this is necessary according to the applicable data protection law, Vendor shall conclude an agreement on data processing with OT (Article 28 of the GDPR).

22.3 OT shall be entitled to terminate the contract in whole or in part if Vendor culpably breaches his duties under this Clause 22 and also does not comply with these duties within a reasonable time-limit set by OT or if, whether intentionally or as a result of gross negligence, Vendor breaches the obligations incumbent on it under data protection law.

23. Quality Management

23.1 Vendor shall be obliged to inform OT about the quality management system that Vendor operates, including whether such system complies with DIN EN ISO 9001, DIN EN ISO 27001 or DIN EN ISO 14001 or an equivalent quality management system appropriate to its sector.

23.2 At least once per calendar year and at Vendor's cost, OT shall be entitled to inspect Vendor's quality management system, coordinating such inspection with Vendor.

24. Supply Chain Security

24.1 Vendor declares that goods which are produced, stored, transported, delivered to it or received by it on OT's behalf and/or on behalf of authorized economic operators (Authorized Economic Operators - AEO) within the meaning of the customs law regulations of the European Union or the World Customs Organization (WCO) (i) are produced,

stored, worked or processed and loaded at secure sites and at secure places of transshipment, and (ii) are protected from unauthorized access during production, storage, working or processing, loading and transportation.

24.2 Vendor also declares that (i) any staff deployed for the production, storage, working or processing, transportation and receipt of the above-mentioned goods are reliable, as well as that (ii) business partners that act on its behalf are instructed that they must also take measures in order to ensure security in the above-mentioned supply chain.

25. Publicity | Press Releases

Vendor shall only be entitled to make public its business relationship with OT and the content of those relationships following prior consent in writing from OT (simple email shall suffice). In particular, this covers publicity and marketing of any type, press releases and other public relations activities by Vendor.

26. Choice of Law | Jurisdiction

26.1 The contractual relationship between OT and Vendor and these GTCP as well as all rights arising out of or in connection with them, shall be exclusively governed by German law excluding German private international law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

26.2 The exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship between OT and Vendor and these GTCP shall be the place of OT's registered office. In addition, at its own option, OT shall be entitled to bring a claim against Vendor at the place of Vendor's registered office.

27. Amendments to these GTCP

OT reserves the right to amend these GTCP at any time. Any such amendments will be communicated to Vendor subject to observance of a reasonable notice period prior to their effective date and shall apply to all future contracts between OT and Vendor.

28. Final Provisions

28.1 There are no oral collateral agreements.

28.2 In the event that a provision of these GTCP is or becomes wholly or partially void, invalid, impracticable or unenforceable, the validity and the enforceability of the remaining provisions of these GTCP shall not be affected. OT and Vendor shall be obliged to agree on a provision to replace the defective provision which comes as close as possible to what they would have agreed if they had realized that the provision was defective, taking into account the spirit and purpose of these GTCP and within the scope of what is legally possible. This severability clause is not intended to merely have the effect of reversing the burden of proof, but is intended to exclude the application of § 139 BGB in its entirety.