GENERAL TERMS AND CONDITIONS OF PURCHASE OF PAUL VAHLE GMBH & CO. KG (VERSION: JULY 2026)

§ 1 General Provisions, Incorporation of the GTCP

1. PAUL VAHLE GMBH & CO. KG and its affiliated companies (hereinafter referred to as “Vahle”) place orders on the basis of the following General Terms and Conditions of Purchase (hereinafter referred to as “GTCP”) of Vahle. The GTCP apply to all – including future – goods or services or know-how (hereinafter also referred to as deliveries) and their processing. Terms and conditions of the supplier or contractor or cooperation partner (hereinafter referred to as “Supplier”) that deviate from these GTCP, and other deviating agreements, shall only apply if they have been expressly acknowledged in writing. The acceptance of deliveries without express objection, the payment for services or silence shall in no case constitute acceptance or acknowledgement of other terms of delivery.
2. The scope of application of these GTCP is limited to entrepreneurs (Unternehmer), to legal entities or to special funds under public law (öffentlich-rechtliche Sondervermögen).

§ 2 Ordering Process

1. Orders, agreements and amendments thereto are only binding if they are issued by Vahle in writing or by e-mail. Agreements made orally or by telephone, side agreements, contract amendments or supplements require subsequent confirmation in writing or by e-mail in order to be legally valid. Orders, call-offs and their amendments and supplements may also be made by remote data transmission, e.g. e-mail, or by machine-readable data carriers.
2. The Supplier shall confirm the order in writing or by e-mail without undue delay. If Vahle has not received the order confirmation within 5 working days (Monday to Friday) after the order date, Vahle shall be entitled to revoke the order without the Supplier being able to assert any claims as a result.
3. Oral side agreements or commitments that go beyond the written contractual content or that amend or supplement the GTCP to the detriment of Vahle must be confirmed by Vahle in writing or by e-mail.
4. If the Supplier can only produce the delivery with increased effort, the Supplier must obtain Vahle's approval of the additional effort in writing or by e-mail before starting the additional work. Otherwise, the additional effort cannot be invoiced.

§ 3 Prices

The agreed prices are fixed prices plus applicable value added tax. All deliveries are made Delivered At Place (named place of destination – DAP) Vahle Kamen or any other domestic or foreign place of destination specified by Vahle. The costs of packaging and transport to the shipping address or place of destination specified by Vahle are included in the agreed prices.

§ 4 Inspection / Shipping / Packaging / Transfer of Risk

1. The delivery shall be packed in accordance with customary commercial practice and taking into account the requirements resulting from the means and route of transport. On request, and in such cases in accordance with Vahle's instructions, the delivery shall be provided with separate packaging.
2. The Supplier shall carefully inspect the delivery for defects before shipment so that only defect-free goods are shipped. The application of § 377 HGB (German Commercial Code) is excluded.
3. Each delivery shall be accompanied by a delivery note meeting the requirements of § 5 para. 1, with at least two copies, in which the delivery is precisely itemised by type of packaging, quantity and weight. Delivery notes, consignment notes, invoices and all correspondence must contain the identifiers used in Vahle's order or the purchase order, in particular the Vahle order number and the Vahle part or material number, batch number and item number.

4. All documents required for any intended acceptance, operation, maintenance and repair of the delivery (in English or German), in particular test reports, mill certificates, drawings, plans, operating instructions and repair manuals, shall be supplied by the Supplier to Vahle free of charge and without being requested, in a form suitable for copying, electronically or on paper, unless otherwise agreed for the order concerned. Until the proper delivery and shipping documents have been received by Vahle, the Supplier has not fulfilled its delivery obligation, and Vahle is entitled for that period to store the delivery at the Supplier's expense and risk.
5. Shipment is at the Supplier's risk. The risk passes upon completion of unloading at the shipping/receiving address notified to the Supplier by Vahle. Until that time, the Supplier bears the risk of any deterioration, up to and including accidental damage and accidental loss of the delivery. This also applies if Vahle engages its own carriers. Rights of the Supplier against the carrier and other third parties remain unaffected.

§ 5 Order Confirmation, Delivery Note, Package Label and Invoice; Payment / Set-off / Assignment / Pledge

1. Order confirmations, delivery notes, package labels and invoices for goods delivered/services rendered by the Supplier to Vahle must, regardless of whether they are issued electronically or on paper, contain the information set out by Vahle in the ANNEX DELIVERY INSTRUCTIONS (ANLAGE ANLIEFERVORSCHRIFT) in the version valid at the time the Supplier's documents are issued. The current version of the ANNEX DELIVERY INSTRUCTIONS can be downloaded via the following link vahle-anliefervorschrift-de.pdf (German version). The Supplier's obligation to provide additional information as set out in this § 5 and the following § 6 remains unaffected.
2. Invoices and order confirmations shall always be transmitted to Vahle in electronic form (electronic invoice / e-invoicing). For electronic invoicing to Vahle, the following e-mail address vahle.invoices.germany@vahle.de must be used exclusively; otherwise invoices will not be recognised as proper. The Supplier shall issue separate invoices to Vahle for each order or purchase order.
3. In the case of monthly deliveries, this shall be indicated in the invoices, and partial invoices shall be marked as such. Invoices, including permitted partial invoices, shall in principle be paid, at Vahle's option, either within 30 days after the start of the payment and discount period pursuant to para. 4 below less a 3% cash discount, or within 60 days net.
4. The payment and discount periods run from proper receipt of the invoice in accordance with sections 1. – 3. above of this § 5 GTCP, but not before receipt of the goods or, in the case of services, not before their acceptance, and
    a. if documentation, test certificates (e.g. mill certificates) or similar documents form part of the scope of performance, not before their handover to Vahle in accordance with the contract, and
    b. not before receipt by and handover to Vahle of the information and documents specified in § 6 GTCP that are required in the respective case.

    Payment is made subject to the delivery being free of defects and correct in terms of price and calculation. In the case of defective goods and/or services, Vahle is entitled to withhold payment to a reasonable extent until proper performance.
5. Neither party may claim interest on maturity (Fälligkeitszinsen). The default interest rate is 9 percentage points above the base rate. In the event of default in acceptance, Vahle is entitled to prove that the damage caused by default is lower than that claimed by the Supplier.
6. Without Vahle's prior written consent, the Supplier is not entitled to assign or pledge claims or rights arising from the contract or to have them collected by third parties. This does not apply to monetary claims; in such cases, however, Vahle may also make payment to the Supplier with discharging effect pursuant to § 354a HGB.
7. Vahle reserves the right to freely choose the means of payment.

§ 6 Customs, Origin and Export Control

1. Vahle predominantly exports its products and thus the intermediate products purchased from the Supplier. The Supplier is therefore obliged to provide Vahle with the following information in writing for each material order and delivery:
    a. the customs tariff number in accordance with the Commodity Classification for Foreign Trade Statistics (per article/material number);
    b. the IHK (Chamber of Commerce and Industry) country of origin (non-preferential) pursuant to Art. 59-61 Union Customs Code (UCC) in the form of an IHK declaration and/or a free-of-charge certificate of origin (CO), or
    c. for materials benefiting from preferential treatment, the issue of a long-term/single supplier's declaration (per article/material number) or an EUR.1/declaration of origin.
2. In addition, if the Supplier does not deliver the contractual goods (material, technology, software) within the meaning of export control law, and additionally services and know-how, within Germany, the Supplier shall, for customs and VAT purposes, and in the case of deliveries within Germany if Vahle requests these documents in individual cases, enclose with the accompanying shipping documents a commercial invoice and a delivery note in English, each in duplicate. Where no accompanying shipping documents are to be prepared, the Supplier shall provide Vahle with the additional invoice copies and delivery notes in the number and form set out in the preceding sentence at the latest upon performance. In the case of EU deliveries subject to customs duty, the invoice shall separately state: (a) material costs and, in addition, (b) costs not included in the price (e.g. commissions, brokerage fees, licence costs, costs of production equipment, materials provided by Vahle), (c) assembly and freight costs, (d) value of repair services broken down into material and labour costs. Even for free-of-charge deliveries, a statement of value (correct customs value) with the note “For Customs Purposes Only/ Nominal value “only for customs clearance” is required per material item; in addition, the reason for such free-of-charge delivery must be stated on the invoice and delivery note (e.g. free sample delivery). Deviations of the content of the invoice from the preceding sentences require Vahle's prior written consent (in writing or by e-mail).
   Unless otherwise agreed separately, the contractual goods shall be delivered by the Supplier's forwarding agent “cleared for free circulation” DAP Vahle Kamen or the other specified place of delivery. For this purpose, the Supplier shall make the accompanying goods invoice available for review before shipment. The Supplier shall ensure that, after Vahle has approved the accompanying goods invoice, the forwarding agent engaged by it hands over an individual customs clearance power of attorney (BLANK). The tax/import duty assessment notice shall be submitted to Vahle in advance (by the engaged forwarding agent) for review, and in the original at the latest upon delivery. Likewise, the Supplier shall submit to Vahle before shipment the customs tariff numbers, the material values (against payment/free of charge), the exact description of goods per material item and, where applicable, other additional documents specified in this § 6 regarding the material, origin information and export control. Otherwise, Vahle is not obliged to accept the delivery/material; if the delivery/material is nevertheless accepted, this expressly does not mean that Vahle waives the provision of the aforementioned information and the obligation to provide it.
3. As a matter of principle, Vahle does not conclude contracts for goods that are listed on the United States Munitions List (USML) at the start of shipment and are thus controlled under the International Traffic in Arms Regulations (ITAR); this is usually already evident from a note on USML goods on Vahle's orders. The Supplier is obliged to inform Vahle, without being asked and before delivery, whether/that the goods are USML goods. An exception to the principle of not ordering and accepting USML goods requires that Vahle's order a) is made in writing, b) is signed by hand by the management (i.e. one of the legal representatives) and c) the order also expressly and clearly states that Vahle agrees to the delivery of USML goods. If these conditions are not met cumulatively, the Supplier warrants that the ordered goods are not listed on the USML, and, if the Supplier nevertheless delivers USML-listed goods, Vahle is neither obliged to accept them nor – even in the event of acceptance – does the Supplier have any claim to payment against Vahle for such deliveries.
4. In the case of delivery of goods which, at the time the order is placed, are listed in the then current annex to the Dual-Use Regulation/ Foreign Trade and Payments Ordinance (Export List) or which contain intermediate products of US or Chinese origin that at that time are subject to (re-)export restrictions of the USA or the People's Republic of China, the Supplier is obliged to provide Vahle with this information in advance in its offer and in the order confirmation per material item, where applicable, stating the export list number or the relevant foreign legal provision. If the ordered goods

are placed on the Export List between the placing of the order and the start of shipment, or if the ordered goods/ or intermediate products contained therein become subject to (re-)export restrictions of the USA or the People's Republic of China during this period, the Supplier is obliged to notify Vahle of this without undue delay. An order loses its binding effect if, in the period between the placing of the order and the start of shipment, the goods are listed on the Export List or (re-)export restrictions of the USA or the People's Republic of China apply. Upon the Supplier's corresponding notification, the parties will enter into discussions on how to deal with the loss/restriction of the marketability of the ordered goods, in particular taking into account the possibilities of Vahle and/or the Supplier to put the ordered goods to another use.
Notwithstanding the foregoing, an order for goods listed on the Export List, as well as for goods affected by US or Chinese (re-)export restrictions, is only binding on Vahle if (a) the order/acceptance is made in writing, (b) the order is signed by one person from Purchasing and one person from the Export Control department and the respective position of the signatories is evident from a corresponding addition to the two signatures, and (c) the order expressly designates the goods concerned as goods subject/possibly subject in future to (re-)export restrictions, specifying the type and scope of the (re-)export restriction. If these conditions are not met cumulatively, the Supplier warrants that the ordered goods are not listed on the Export List and are not subject to any (re-)export restrictions of the USA or the People's Republic of China. Otherwise, Vahle is neither obliged to accept them nor – even in the event of acceptance – does the Supplier have any claim to payment against Vahle for such deliveries. If the ordered goods are listed on the Export List/become subject to (re-)export control regulations of the USA or the People's Republic of China between the order and the start of shipment, sentences 2 to 4 of this paragraph 4 shall apply accordingly.

5. The Supplier further warrants that neither it nor any of its subsuppliers is listed on any US, EU, UN or other national/international sanctions list relating to export/re-export control, money laundering, arms and drug trafficking, and that it complies with the Supply Chain Act (Lieferkettengesetz) in its version current at the time the order is placed, and will provide Vahle with evidence of this in suitable form if required; Vahle, in turn, is obliged to use information made available to Vahle as evidence of compliance with the Supply Chain Act only for the purposes of reviewing and documenting compliance with the Supply Chain Act.
   Suppliers shall ensure Supply Chain Security and observe the corresponding legal requirements. Vahle must comply with certain security standards within its own company and in the supply chain in order to comply with national, supranational and US regulations and with regard to customers with the status of “Authorised Economic Operator (AEO)”. This includes in particular the prohibition of business contacts with [i.e. the direct or indirect provision of funds and economic resources to] a) terrorist organisations or persons classified as terrorists or b) persons and/or companies listed on governmental (not only German), international and UN sanctions and embargo lists. Suppliers are obliged to comply with the aforementioned regulations and, for the security of the supply chain, must
   a. produce, store, process or treat, or load goods that are produced, stored, transported, delivered to or taken over on behalf of Vahle or on behalf of authorised economic operators (AEO), at secure business premises and secure transhipment locations, and protect them against unauthorised access during production, storage, processing, loading and transport;
   b. deploy reliable personnel for the production, storage, processing, transport and takeover of such goods;
   c. subcontractors engaged by the Supplier must be obliged by the Supplier to likewise ensure Supply Chain Security and to observe the corresponding legal requirements, including those specified in this § 6.
6. Should the Supplier, in order to assess whether it can fulfil the above descriptions of its scope of performance, warranties and guarantees, require additional information as to where and/or to whom Vahle intends to deliver the goods supplied by the Supplier, in particular in order to be able to assess whether (re-)export restrictions, primary or secondary sanctions apply, it is incumbent on the Supplier to contact Vahle before submitting a binding offer or accepting an order from Vahle. Vahle is entitled not to provide any information about the end use/recipient; in this case, the aforementioned scope of performance, warranties and guarantees of the Supplier are limited to what was recognisable to it without the information not provided, while observing the high duties of care to be observed under export control law.
7. The Supplier is obliged to request Vahle Form A “Supplier's Export Control Declaration” via the Purchasing department and to submit it to Vahle, fully completed and broken down by items/material

numbers, without undue delay after acceptance of the order, if the goods are listed on the USML list, Annex I to the Dual-Use Regulation, the Export List, or an embargo list (countries) or any other national, international or supranational list specifying export controls (e.g. also the annexes to the sanctions packages). The Supplier further confirms, if applicable, that raw materials, semi-finished products and pre-components have not been sourced directly or indirectly from Russia/are not of Russian origin (EU Regulation 2023/1214-1216 in conjunction with EU Regulation No. 833/2014 and No. 269/2014).
In other cases, the Supplier is obliged to submit Form A to Vahle, fully completed, upon request, in particular if authorities or customers of Vahle require this or if, in Vahle's reasonable discretion, this is necessary to dispel doubts as to whether the goods concerned are subject to (re-)export restrictions of the EU, UN, Germany or the USA and the People's Republic of China. Alternatively, the Supplier may also use its own form, provided that in type, scope and level of detail it contains at least the same information that Vahle receives when the Supplier uses Vahle Form A.

8. The Supplier warrants to Vahle that it has implemented and applied within its company the Russia EU Regulation 833/2014, in particular Article 12g thereof, and the Belarus EU Regulation 765/2006, in particular Article 8g thereof, each in their currently applicable version. In addition, the Supplier has taken derived measures to prevent circumvention transactions.
9. In the event of a breach of any of the information obligations set out in this § 6, the Supplier shall be liable to Vahle for all indirect and direct damage and expenses incurred by Vahle as a result of the failure to provide this information.
10. Vahle reserves the right, upon submission of the offer or between submission of the offer and placing of the order, to request the necessary documents on conformity with (re-)export control regulations for the respective goods in order to check whether they meet the requirements for further use by Vahle. The guarantees to be given by the Supplier in this respect remain unaffected by such a preliminary review by Vahle, and Suppliers remain fully responsible for them.
11. If the Supplier culpably breaches any of the information, cooperation, warranty, security or declaration obligations set out in this § 6, in particular through
    - incorrect, incomplete or late information on customs tariff numbers, origin information, proofs of preference, export control classifications or sanctions lists,
    - the delivery of goods contrary to the assurances pursuant to para. 3 and/or para. 4 (in particular goods subject to USML, Export List or (re-)export restrictions), or
    - the failure to comply with the Supply Chain Security obligations pursuant to para. 5,

    the Supplier is obliged to pay Vahle a contractual penalty.
    The contractual penalty amounts to up to 5 % of the net order value of the delivery concerned, but at least EUR 5.000 per breach. In the case of continuing or repeated breaches, each commenced calendar month shall be deemed a separate breach.
    The assertion of further claims for damages remains unaffected; a contractual penalty paid shall be credited against any claim for damages.
    Vahle is entitled to assert the contractual penalty until the respective invoice has been paid in full and to set it off against payment claims of the Supplier.

§ 7 Hazardous Items and Items Subject to Special Regulations

1. If the Supplier's product is subject to certification requirements, in particular those of Underwriters Laboratories (UL), Federal Communications Commission (FCC), Eurasian Conformity (EAC), China Compulsory Certificate (CCC), it is only marketable to a limited extent without the corresponding certificates, and the Supplier is therefore obliged, upon acceptance of the order, to provide Vahle with the corresponding documents/certificates at its own expense without undue delay (at the latest upon delivery). The same applies if there is no statutory or official obligation in this respect, but certification according to one or more such standards has been agreed with the Supplier, the order contains no provision, or a corresponding certification is customary in the trade for this product.
   For items (e.g. technical equipment, parts thereof, raw materials) which, due to their nature, properties or condition, may pose risks to the life, body or health of persons or risks to the environment and property, and which are subject to increased requirements with regard to packaging, transport, storage, handling and waste disposal in order to control these risks, the Supplier is obliged, with its offer and at the latest by delivery of the goods, to provide Vahle with corresponding information, including, where applicable, a prescribed or customary fully completed safety data sheet in accordance with the relevant regulations and an accident information sheet for transport. In the

event of changes to the materials and/or deliveries, the risks arising from them and/or the applicable legal provisions, the Supplier shall hand over updated data and information sheets to Vahle without undue delay and without being requested.

2. Delivery of material subject to ROHS, REACH, CE, POP, CMRT, EMRT and AMRT or CP65/ P65 is not marketable if the material does not meet the requirements of these regulations or if the associated documents confirming conformity with these regulations are missing. For substances subject to declaration, the Supplier guarantees that all statutory and official requirements regarding the use of hazardous substances, in particular those of the EU, NAFTA and BRIC states, are met, that the product manufactured by it does not contain any substances prohibited by law, and that substances subject to declaration are labelled to the required extent. For orders, the Supplier warrants that material subject to the aforementioned regulations meets the requirements of these regulations, and undertakes, as part of its contractual obligations, to provide Vahle with the corresponding documents free of charge, at the latest upon delivery of the goods, in each case in accordance with the version of the respective standard valid at the time of delivery, concerning the
   - EU Directive: 2011/65/EU “ROHS Directive” (Restriction of the use of certain Hazardous Substances in electrical and electronic Equipment)
   - EC Regulation: 1907/2006/EC “REACH Regulation” (Registration, Evaluation, Authorisation and Restriction of Chemicals)
   - CE marking
   - EU Regulation: 2019/1021/EU “POP Regulation” (Persistent Organic Pollutants)
   - CMRT (Conflict Minerals Reporting Template)
   - US enforcement act: CP65 or P65 (Safe drinking water and toxic enforcement Act)
   - CIP database (Substances of Concern In articles as such or in complex objects (Products)

   Vahle reserves the right, upon submission of the offer or between submission of the offer and placing of the order, to request the necessary documents on ROHS, REACH, CE, POP, CMRT, EMRT and AMRT or CP65 or on conformity with (re-)export control regulations for the respective products or services in order to check whether the Supplier's products or services meet the requirements for further use by Vahle. The guarantees to be given by the Supplier in this respect remain unaffected by such a preliminary review by Vahle, and Suppliers remain fully responsible for them.
3. § 6 para. 7 applies accordingly to documents on UL, FCC, EAC, CCC, CE, ROHS, REACH, POP, CMRT, EMRT and AMRT, CP65 and P65, CMRT and CIP and other product certifications.

§ 8 Dates / Delay / Materials Provided / Force Majeure / Impediments to Performance / Insolvency

1. The dates and delivery periods agreed with Suppliers are binding. Decisive for compliance with the delivery date/period is the receipt of the goods at the place of destination notified by Vahle. Decisive for timely performance is the completion ready for acceptance or the handover of the delivery, including the handover of all documents to be supplied under statutory provisions and contractually agreed provisions in the agreed or customary language, e.g. test reports, mill certificates, drawings, plans, certificates of conformity, spare parts lists, operating instructions, customs and export control documents, REACH, RoHS. CP65 and P65 or FCC/CE/CCC certificates, repair manuals, etc. These documents shall be provided by the Supplier in reproducible form; where originals are required in business dealings, these shall be supplied in multiple copies if necessary (e.g. when a plurality of units is ordered). Where acceptance is required by law or has been contractually agreed, its successful completion by a person authorised for this purpose by Vahle is decisive.
2. If the Supplier recognises that an agreed date or timely fulfilment of its delivery cannot be met in whole or in part or is at risk, it shall inform Vahle without undue delay in text form (e-mail), stating the reasons and the expected duration of the delay. The Supplier will then take all necessary measures to meet the agreed delivery date or to minimise the delay. If a late delivery makes changes to Vahle's arrangements necessary, Vahle shall notify the Supplier of these without undue delay and coordinate the measures to be taken with it.
   The mere notification of a delay by the Supplier does not result in an automatic postponement of the date. Rather, a change of date requires an express agreement in text form. Section 7 below remains unaffected.
   Vahle is entitled to change the originally ordered quality, quantity and delivery dates by notice in text form to the Supplier at least fourteen (14) calendar days before the agreed delivery date, if these

changes can be implemented within the Supplier's production processes without significant additional effort. In this case, Vahle shall reimburse the Supplier for proven and reasonable additional costs. If the changes lead to delivery delays that cannot be avoided with reasonable efforts, the delivery date shall be postponed accordingly.
The Supplier is obliged to notify Vahle in writing or by e-mail of the additional costs or delivery delays to be expected on careful assessment in good time before the delivery date, but at the latest within five (5) working days after receipt of Vahle's change notice. Vahle will then notify within two (2) working days whether the notified additional costs/delivery delays are accepted or whether the order change is withdrawn.

3. The Supplier is in default (delay in delivery) once the agreed delivery date (goods receipt date) has been exceeded by one calendar day. In the event of delay in delivery, Vahle is entitled to demand a contractual penalty of 0,5 % of the order value for each commenced week, but not more than 5 % of the order value. Vahle reserves the right to assert this contractual penalty even if the late delivery is accepted. Further claims, in particular for damages, remain unaffected. The Supplier may prove that the damage is lower than the contractual penalty. The contractual penalty shall be credited against these damages.
4. If the Supplier fails to meet the contractually agreed delivery periods for a reason for which it is responsible, Vahle is entitled, after an unsuccessfully set grace period, either to demand damages for non-performance or to withdraw from the contract.
5. Early deliveries require Vahle's consent. In addition, Vahle reserves the right to store the goods at the Supplier's expense and risk until the agreed delivery date or to return them. In the case of early delivery, Vahle reserves the right not to make payment until the agreed due date. The payment and discount periods pursuant to § 5 section 3 of these GTCP only start to run from the agreed delivery date, provided that all other conditions for payment becoming due under § 5, in particular the delivery of all documents as set out in §§ 5 to 7, are fulfilled on the agreed delivery date.
Partial deliveries require prior consent in text form. Vahle reserves the right to reject partial deliveries or to store them at the Supplier's expense and risk until complete delivery. The provisions for early deliveries apply analogously.
6. Items provided or to be provided by Vahle within the meaning of a contract for work – in particular materials, parts, containers – as well as documents and data that are necessary or useful for the performance of the commissioned services (materials provided in the broader sense) remain the property of Vahle. They may only be used for the contractually agreed purpose. Copies may only be made with Vahle's prior written consent, and copies of documents and data become the property of Vahle upon their creation. There is no right of retention to the materials provided. The Supplier may only invoke missing materials provided if it has sent a reminder in writing or in text form and has not received them within a reasonable period.
7. Subject to deviating agreements in individual cases and deviating provisions elsewhere in these GTCP, unforeseeable, unavoidable events of force majeure (e.g. epidemics, nuclear radiation, war, terrorist attacks, industrial action, riots and other comparable threats) release the parties from their performance obligations for the duration and to the extent of the disruption. The parties are obliged to inform each other without undue delay of the nature, extent and expected duration of the disruption and to adapt their obligations to the changed circumstances in good faith.
8. In the event of a permanent impediment to performance, and in any event one lasting longer than ninety (90) calendar days, suspension of payments or the opening of insolvency proceedings, rejection of the opening of such proceedings for lack of assets or initiation of comparable proceedings over the assets of one of the parties, the respective other party is entitled to withdraw from the contract with respect to the part not yet performed. If the Supplier is affected by any of the above events, it will support Vahle to the best of its ability so that the performance owed by it under the contract can in such a case be rendered by Vahle itself or a third party as a substitute, including a licensing of industrial property rights necessary for performance on terms customary in the industry. In the event of the Supplier's insolvency, the preceding sentence applies to the extent that the respective action is permissible under insolvency law.

§ 9 Guarantee / Assurance / Warranty / Retention of Title / Incoming Goods Inspection / Duty to Give Notice of Defects / Limitation

1. The Supplier guarantees and assures Vahle that all deliveries comply with the current state of the art, all relevant statutory and official provisions and the regulations and guidelines/standards of DIN, insofar as the services, in a manner recognisable to the Supplier, are incorporated into products for foreign target markets, of the comparable standard-setting associations of the target market (e.g. UL for the USA), of employers' liability insurance associations and of trade associations. Furthermore, the Supplier assures the use of appropriate materials, proper design, construction and/or execution, and further that the deliveries function perfectly under the agreed operating conditions or those recognisably intended for the Supplier and provide the agreed performance or, in the absence of an explicit agreement, the performance that can be expected.
2. Deviations from the guarantees, assurances, obligations and requirements set out in section 1 above require Vahle's prior express consent in text form. The Supplier's obligations remain unaffected in the event of such consent, unless Vahle confirms in text form that and to what extent the Supplier's obligations are reduced. Official approvals or any approval by Vahle of drawings, calculations or other technical documents do not release the Supplier from its sole responsibility for the delivery being free from defects. The same applies to instructions from Vahle concerning the manner in which the service is to be performed. If the Supplier has concerns about the manner of execution chosen by Vahle, it shall notify Vahle of these without undue delay in text form and develop alternative solutions in coordination with Vahle
3. The Supplier guarantees and assures Vahle that all deliveries are free from third-party rights and that the Supplier has unrestricted power of disposal. Existing third-party rights to the contractual items shall be disclosed to Vahle without being requested. A retention of title only applies until full payment. Extended or prolonged retentions of title – in particular current-account or group retentions – are expressly excluded. A demand for return based on a retention of title may only be asserted in the event of an effective withdrawal. Any rights of retention of Vahle remain unaffected.
4. Upon receipt, Vahle shall inspect the goods without undue delay for obvious defects externally recognisable on the packaging (purely external visual inspection) and, on the basis of the delivery documents, for identity and shortfalls in quantity (purely documentary check of the delivery note against the order). There is no further inspection obligation. Vahle will notify the Supplier of defects within a reasonable period after their discovery. To this extent, the Supplier waives the defence of late notice of defects.

   § 377 HGB is waived and replaced by the above provisions. The notice period – with the exception of mechanical and moisture damage detectable during an external visual inspection – only begins to run when all documents are available whose handover/provision the Supplier owes under the contract. Vahle carries out inspections in one go, including the inspection of the associated documents and their conformity with the services delivered.
5. If Vahle discovers defects during the warranty period, the Supplier is obliged, upon first request and at Vahle's option, to carry out rectification or replacement delivery without undue delay and free of charge. The Supplier bears all expenses necessary for the purpose of subsequent performance, including removal, installation, transport, travel, expert, labour, material and disposal costs. The Supplier is liable for all third parties engaged by it (e.g. subcontractors, forwarding agents). If the Supplier refuses to remedy the defect, or if rectification or replacement delivery is impossible or remains unsuccessful even after expiry of a reasonable period set by Vahle in text form, or if the remedy of the defect is delayed beyond such a period, Vahle is entitled to the statutory rights of withdrawal or price reduction. Claims for damages are expressly reserved.
6. After unsuccessful expiry of a reasonable grace period, or if subsequent performance is unreasonable (e.g. in cases of urgency, danger to operational safety, risk of considerable damage or to maintain Vahle's ability to deliver to its customers), Vahle is entitled, without prejudice to other claims, to carry out the rectification itself or through a third party at the Supplier's expense and risk, or to obtain replacement elsewhere. Vahle will, where possible, consult with the Supplier beforehand, unless immediate action is required to avoid damage due to the urgency of measures. Likewise, Vahle is entitled to remedy minor defects, the remedy of which does not exceed 5 % of the order volume, itself even without prior consultation, without this affecting the Supplier's warranty obligation, and to charge

the Supplier with the expenses required for the purpose of rectification or replacement delivery at the respective place of use of the delivery.

7. Subject to statutory provisions that take precedence, the warranty period is 36 months and begins with the handover of the delivery at the place of destination designated by Vahle. If acceptance is agreed or required by law, the warranty period begins on the date of Vahle's acceptance letter.
8. The limitation period is suspended from the day on which the Supplier receives the notice of defect until the Supplier has declared to Vahle that the defect has been remedied or that it refuses to remedy it. If the Supplier carries out rectification or delivers replacement in whole or in part, the warranty period starts again with respect to the parts delivered as replacement or rectified, unless the subsequent performance is insignificant or is a goodwill service expressly granted outside the warranty period.

§ 10 Liability / Product Liability / Indemnification

1. If the delivery is defective, if the Supplier breaches primary or secondary contractual obligations, in particular duties of care and information (including, inter alia, the obligations set out in § 1, section 4., § 4 of these GTCP), or if it fails to meet its delivery obligations and the contractually agreed dates (breaches of contract), Vahle's claims arising from these breaches of contract shall be governed by the statutory provisions, unless otherwise provided in these GTCP. Suppliers are liable for all damage and expenses incurred by Vahle directly or indirectly as a result of the breach of contract, including those for legal action or domestic or foreign recall campaigns, as well as for recognisable or imminent serial defects. Vahle's claim also includes the costs of a precautionary recall campaign based on a suspicion sufficient under the respective national law to justify a recall; Vahle decides at its dutiful discretion whether such a suspicion exists. Vahle will – as far as possible and reasonable – inform the Supplier of the content and scope of the recall measures to be carried out and give it the opportunity to comment. Other statutory claims remain unaffected.
2. Insofar as the Supplier's liability depends on fault, it may exonerate itself by proving the absence of fault. If the cause of the damage lies within the Supplier's sphere of responsibility, it is sufficient for Vahle to prove that the defect caused the damage; otherwise, the Supplier bears the burden of proof.
3. The Supplier is responsible for any fault of its vicarious agents and assistants, subsuppliers and subcontractors as for its own fault.
4. If product liability claims are asserted against Vahle and/or companies affiliated with Vahle within the meaning of §§ 17 et seq. AktG (German Stock Corporation Act) which are attributable to defects in the Supplier's delivery or service, the Supplier is obliged to indemnify Vahle and/or the affected Vahle affiliated company against third-party claims for damages upon first demand to the extent that the cause of the defect lies within its sphere of control and organisation and the Supplier is itself liable in the external relationship. Vahle bears the burden of proof that the damage claimed is causally attributable to a delivery by the Supplier; the Supplier bears the burden of proof that the defect did not arise within its sphere of control and organisation.
5. Within the scope of its indemnification obligation, the Supplier shall reimburse expenses arising from and in connection with recall campaigns pursuant to §§ 683, 670 BGB and pursuant to §§ 830, 840, 426 BGB.

§ 11 Insurance

1. The Supplier shall, at its own expense, take out and maintain insurance cover of a scope customary in the industry for its liability risk with an insurance company subject to European insurance supervision, in particular a business and product liability insurance with a sum insured of at least € 10 million per claim covering personal injury, property damage and financial loss, with at least a twofold annual aggregate (Maximierung) – as a lump sum – and which includes liability towards Vahle and towards third parties and, in the area of product liability, insurance of recall costs. This insurance must include a general waiver of recourse, or one applying specifically to Vahle, regarding recourse against Vahle, its insurers, corporate bodies and intermediaries.
2. At Vahle's request, the Supplier shall provide Vahle with evidence of the conclusion and maintenance of the corresponding insurance cover, including the scope of cover. Insofar as the Supplier's insurance

policies contain contractual deductibles, these shall be borne by the Supplier. The assertion of further damage remains unaffected.

3. Other or further statutory claims remain unaffected.
4. The existence of insurance within the meaning of section 1 does not limit the obligations of the Supplier arising from these GTCP.

§ 12 Industrial Property Rights, Copyrights, Software and Firmware and Obligation to Provide Performance-Maintaining, Bug-Fixing and Security Updates

1. If industrial property rights and copyrights of any kind of the Supplier existing before the order is placed (e.g. copyrights, patent rights, trademark rights; hereinafter “Property Rights”) are used in the production or design of goods ordered by Vahle, these rights remain with the Supplier if the ordered goods are series-produced and were also sold by the Supplier to other customers at the time the order was placed. However, Vahle acquires the free-of-charge, non-exclusive right, unlimited in time and territory, to use, sell and advertise the purchased goods worldwide without restriction (exhaustion). If the goods are manufactured using Property Rights or know-how of Vahle, all such rights and such know-how remain with Vahle; the Supplier may use these Property Rights and Vahle's know-how only to fulfil the respective order and is obliged to protect Vahle's know-how – regardless of whether it is protected or not – with technical and organisational measures customary in the industry and in accordance with the state of the art like its own trade secret. Results that newly arise in the course of order processing and are eligible for protection or constitute a trade secret are deemed part of the commissioned service; the exploitation rights to such results belong to Vahle, unless expressly agreed otherwise. Vahle has the right, unlimited in time, to decide at its own discretion whether Property Rights are applied for or whether these results are kept secret and no application for Property Rights is made. If joint inventions or co-authorship rights arise in the course of joint development work, the rights thereto belong to both parties and the proceeds are due to Vahle and the Supplier in proportion to their contribution to the creation. Insofar as the use of such fruits of the joint development work is only possible by using Property Rights of the other party, the party wishing to use them has a right vis-à-vis the other party, with regard to such Property Rights, to be granted a non-exclusive, territorially unlimited right of use at fair, reasonable and non-discriminatory licence fees that also appropriately take into account the extent of the respective party's contribution to the creation. The Supplier guarantees and assures that all of its deliveries to Vahle are free from third-party Property Rights and that no patents, licences or other Property Rights of third parties or third-party patent applications laid open at the time of acceptance are infringed by the delivery, processing, use or resale of the delivery items.
2. In any event, Vahle is entitled to use rights/works/knowledge of the contractor to the extent necessary for the economic use of the ordered goods (goods, know-how, software, services) and their active distribution (e.g. catalogues, brochures, website), whereby the Supplier, for goods supplied by it, only warrants that the goods concerned do not infringe any third-party rights in the agreed country and in the country in which the risk with respect to the goods concerned passes in accordance with the contract. Vahle may pass on information to customers to the extent that the customer may reasonably expect this in the course of initiating and subsequently processing an order for placing an order with Vahle/designing its product into which Vahle products are incorporated, or for operating Vahle products in its business.
3. The Supplier shall indemnify Vahle against claims by third parties for infringement of industrial property rights and copyrights, provided that the third party's claim is not based on any of the circumstances listed below:
    a. The ordered goods were used, interconnected and/or combined without the Supplier's prior approval with equipment, services, systems or software not approved by the Supplier; a type of use explicitly communicated when the order was placed is deemed approved if the Supplier has not objected to it as unsuitable or as impossible for it to assess with regard to its suitability.
    b. Specifications prescribed by Vahle; within the scope of its duties to cooperate, the Supplier is obliged to point out to Vahle if the Vahle specification and the place/purpose of use notified to the Supplier are obviously incompatible.

c. Modifications of the delivered goods without written approval by the Supplier; the unmodified installation of the delivered goods into a larger plant does not release the Supplier, unless another exclusion of liability applies.

d. Infringement of third-party process and method patents by the Supplier or a customer of the Supplier using goods supplied by the Supplier.

4. Insofar as the scope of delivery and services includes software that is embedded in a delivery item and ensures basic functions there (firmware), the Supplier grants Vahle a non-exclusive, non-sublicensable right, unlimited in time and transferable only together with the delivery item, to use the delivered firmware and documentation. This right of use applies exclusively to use with the delivery item, irrespective of whether use is by Vahle third parties, in particular customers of Vahle and customers of Vahle's customers. Vahle is not entitled to modify, reverse engineer or decompile the firmware or to extract parts of it, except to remedy an error or a security vulnerability for which the manufacturer does not offer a free update. The Supplier is obliged in any event to provide, in a suitable manner, free security updates/bug-fixing updates/updates to maintain compatibility with common operating systems and with hardware and software customarily used together with the delivered goods until five years after the official discontinuation of production of the delivery, and at least until the expiry of any minimum period agreed with Vahle for the availability of the ordered goods or of spare parts for these goods. It is also obliged to supply updates not covered by the preceding sentence if it provides them to other customers; in this case it may demand reasonable, fair, non-discriminatory remuneration for the provision of the updates. For third-party software sold by the Supplier to Vahle, the licence terms of the respective manufacturer apply, whereby the Supplier guarantees that it is entitled to sell this software for use by Vahle and by customers of Vahle and to grant corresponding (sub-)licences.

5. Upon delivery of software and goods incorporating software or firmware, Vahle is only obliged to carry out a visual inspection for damage to the transport packaging and for conformity of the freight documents and delivery notes with the respective order; § 377 HGB does not apply, as functionality and conformity with specifications in all respects can only be checked upon installation into an existing plant.

   If Vahle discovers a malfunction, Vahle will inform the Supplier by e-mail as soon as it becomes apparent that the malfunction is attributable to the goods supplied by the Supplier. There are no claims for a defect in the software or firmware if the deviation from the contractual quality is insignificant. In the event of a software/firmware defect within the warranty period, the Supplier will provide subsequent performance in such a way that the defect is remedied by (i) a software/firmware patch or fix, which may also include a revision of the software/firmware, or (ii) Vahle receives error-free new software/firmware or a new version made available for download or, in the case of firmware, the Supplier provides an error-free device/module and, insofar as installation was owed in addition to delivery, also installs the software or the device/module ready for use, or (iii) the Supplier gives Vahle instructions with which the defect can be remedied or its adverse consequences permanently circumvented. The Supplier is entitled to two attempts at rectification before Vahle can assert withdrawal from the contract or warranty rights other than rectification, unless it is technically obvious that rectification will fail or it is unreasonable for Vahle in the specific individual case to first await the success of rectification attempts. Unless the GTCP provide otherwise, the warranty provisions in § 8 apply additionally.

6. The provisions of this § 12 apply to all software/firmware and all types of control systems and/or electronically controlled automation solutions. Also owed is documentation of the delivered software/firmware of customary scope (i.e. as a rule no source codes), which forms part of the ordered goods, and – insofar as such operation by the purchaser/user is intended – an operator manual.

7. The Supplier shall indemnify Vahle against all liabilities, costs, damages, claims and expenses incurred by Vahle as a result of a claim or action by a third party based on the delivery or its use by Vahle or customers of Vahle infringing industrial property rights or copyrights of third parties. This includes in particular court and legal costs as well as settlements concluded on such claims and actions). The Supplier undertakes to defend Vahle against these claims and to hold it harmless. Vahle is furthermore entitled to obtain the necessary permission to use the deliveries concerned from the right holder at the Supplier's expense.

8. Notwithstanding the above, the Supplier is not liable insofar as the infringement of third-party property rights or copyrights is based on the manufacture of the goods in accordance with Vahle's instructions and the Supplier, despite exercising the care customary in the industry, was unable to recognise that following these instructions would lead to such an infringement.
9. If the Supplier is notified of an alleged infringement of third-party rights, the Supplier is obliged to take all necessary steps to ensure that the delivery or its use by Vahle does not infringe any third-party rights. This may be done, for example, by acquiring a licence, redesigning the delivery (in accordance with all contractual terms and quality requirements) or other suitable measures to avoid an infringement.
10. The provisions of § 17 remain unaffected.

§ 13 Confidentiality

1. The Supplier shall treat the conclusion of the contract confidentially and may only refer to its business relationship with Vahle in any publications (e.g. on its homepage, in reference lists or other advertising materials) after Vahle has given its consent in text form, unless such publication is required by mandatory legal provisions. In this case, too, the Supplier shall inform Vahle in good time before the statement concerned.
2. The parties mutually undertake to protect all information, commercial and technical details, documents, data carriers, etc. provided to them by the other party or otherwise becoming known to them in the course of the business relationship in a technically and organisationally appropriate manner, to treat them as trade secrets and not to pass on or disclose this information without the express written (or text form) consent of the other party, unless they obviously and unambiguously do not require confidentiality. Notwithstanding this, Vahle is entitled to pass on information to companies affiliated with it within the meaning of §§ 17 et seq. AktG, which are then in turn bound by this provision.

   This obligation does not apply to information that was already lawfully known to the respective party upon receipt without any obligation of confidentiality, or that subsequently becomes known without breach of such an obligation, or whose disclosure is made on the basis of mandatory statutory provisions or official orders. Information whose disclosure is necessary or customary in the trade for the intended use of the goods supplied by them is not subject to the consent requirement; the disclosure rights under the GTCP remain unaffected.
3. The obligations contained in this § 13 continue to apply after the expiry or termination of the supply relationship established between the Supplier and Vahle. Insofar as the Supplier engages sub-contractors or subcontractors in the performance of services, the Supplier shall oblige them in accordance with the provisions of this § 13.
4. The provisions of § 19 remain unaffected.

§ 14 Logo Marking, Publications, Advertising

1. The Supplier shall mark the delivery in accordance with Vahle's specifications, in particular with logos of Vahle and/or of a customer of Vahle, if Vahle so requests. Vahle warrants that any such marking does not infringe third-party rights. Further marking obligations pursuant to § 5 within the scope of the order documentation remain unaffected. Neither party may use legally protected names, logos, trade names, trademarks or service marks of the other party without that party's prior written consent.
2. The Supplier may only refer to the business relationship with Vahle in any publications, in particular on its homepage, in reference lists or other advertising materials, after Vahle has given its prior consent in writing or in text form. This includes in particular the inclusion of Vahle in reference lists or the use of its order for advertising purposes. Such publication is only permitted if Vahle has expressly consented in advance.
3. An exception to the consent requirement exists only if publication is required by mandatory statutory provisions. In such a case, the Supplier shall inform Vahle in good time before the publication concerned.

§ 15 Quality Management

1. The Supplier must be certified in accordance with the version of ISO 9001 current at the time the order is placed and comply with it; the certification shall be proven to Vahle by presenting a valid certificate. Deviations from the requirements under sentence 1 above shall be agreed in writing or in text form.
2. The Supplier shall continuously monitor the quality of its deliveries and services. This also includes, inter alia, that the Supplier, for products sold by it that are subject to a certification requirement (inter alia UL, FCC, EAC, CCC, within the meaning of these GTCP), is obliged to make documents available to Vahle on request at its own expense – if not already upon delivery.
3. The Supplier will establish and maintain a documented quality assurance system that is suitable in type and scope, goes beyond ISO 9001 insofar as its services so require in type and/or scope, and corresponds to the latest state of the art, and will document its establishment and maintenance. The documentation shall be made available at Vahle's request. The Supplier consents to quality audits by Vahle or a person commissioned by Vahle to assess the effectiveness of its quality assurance system.

§ 16 Information Security Management

1. The Supplier undertakes to operate information security management in accordance with the state of the art and to implement appropriate organisational and technical measures to protect the information processed or provided by Vahle. This includes in particular protection against unauthorised access, loss, manipulation and disclosure as well as the implementation of effective patch, vulnerability and access management. The documentation of these measures shall be made available at Vahle's request.
2. For developed products and software, the Supplier undertakes to comply with all minimum requirements for secure development (Secure Development Lifecycle), including secure architecture, code reviews, vulnerability management and regular security updates, and to prove this upon request.
3. The Supplier consents to information security audits by Vahle or a person commissioned by Vahle to assess the effectiveness of its security measures.
4. Security incidents that may have an impact on the performance of services or on Vahle's information security shall be reported to Vahle without undue delay, but no later than within 24 hours of becoming known.
5. The Supplier shall ensure that subcontractors used are subject to the same security requirements and shall, upon request, provide Vahle with appropriate evidence of compliance with the agreed security measures (e.g. certifications, audit reports).
6. The Supplier undertakes to treat all information received in the course of the cooperation as strictly confidential and to comply with the provisions of the agreed non-disclosure agreement (NDA).
7. Upon termination of the contract, all data shall be returned to Vahle or verifiably securely deleted in accordance with the agreed security requirements.

§ 17 Data Protection

Within the scope of data protection, the Supplier must fulfil statutory requirements to ensure the security of persons and the protection of personal data. This includes, inter alia, the Supplier implementing appropriate technical and organisational measures to prevent unauthorised access to, loss or misuse of personal data. In addition, if personal data is processed by the Supplier, a data processing agreement shall be concluded.

§ 18 Social Responsibility / Compliance / ESG / Observance of Protective Regulations

1. For Vahle and its customers, it is of paramount importance that business activities take into account social responsibility towards their own employees and society. This applies to Vahle and its suppliers. Vahle and suppliers alike commit to compliance with the principles and rights adopted by the

International Labour Organization (ILO) in the “Declaration on Fundamental Principles and Rights at Work” (Geneva 06/98), the guidelines of the UN Global Compact initiative (Davos, 01/99) and the UN Guiding Principles on Business and Human Rights (2011), as well as the compliance rules, in particular in Vahle's Code of Conduct (which can be found in the download area of Vahle's website).

As a responsible and sustainable company, Vahle fulfils its duty of care in the procurement of its raw materials. For this reason, suppliers are obliged to produce and procure raw materials and other goods responsibly and sustainably and to ensure this care for their supply chain. The following principles are of particular importance:

- Respect for human rights
- Prohibition of child labour, forced labour and modern slavery, and special protection of young workers
- positive and negative freedom of association and collective bargaining
- no discrimination and harassment on the grounds of gender, race, ethnic origin, religion or belief, trade union membership or similar, disability, age, sexual identity, nationality, marital status, political inclination, veteran status or other locally protected characteristics
- Protection of indigenous rights and of the rights of minorities
- Compliance with occupational safety and health protection requirements
- Protection against individual arbitrary personnel measures
- Safeguarding employability through training and further education
- Compliance with socially adequate working conditions
- Creation of conditions that allow employees to enjoy an adequate standard of living, in particular remuneration of employees that secures their livelihood including social and cultural participation
- Realisation of equal opportunities and family-friendly framework conditions,
- Prohibition of bribery and extortion
- Compliance with applicable laws and regulations (such as the Working Hours Act (Arbeitszeitgesetz))
- Respect for women's rights, equality, diversity and inclusion.

The Supplier takes appropriate and forward-looking measures to prevent bribery offences as well as corruption and money laundering in its company, to comply with the corresponding laws, and ensures data protection and data security in its company. It is aware of its financial responsibility and documents this with accounting due diligence. If required, necessary information for the joint business relationship shall be disclosed to Vahle. The Supplier is willing to submit to fair competition that is compliant with antitrust law, to avoid conflicts of interest, not to place plagiarised products on the market, to safeguard intellectual property, to observe export controls and economic sanctions also beyond the points regulated elsewhere in these GTCP, not to prevent whistleblowing and to protect against possible retaliation.

When collecting personal data in connection with the placing or execution of orders, Vahle will comply with the applicable legal provisions.

Vahle expects its suppliers and their supply chains to act responsibly with regard to environmental protection and to take account of impacts on environmental protection. Evidence of greenhouse gas emissions, energy efficiency, the use of renewable energies, water quality, consumption and management, air and soil quality, reuse and recycling, where applicable animal welfare, as well as measures taken to preserve biodiversity, environmentally compatible land use and against deforestation, as well as noise emissions, shall be submitted by the Supplier if required at Vahle's request. If the Supplier works with chemicals in production, Vahle requires responsible chemicals management. The Supplier ensures the protection of water quality and holistic, resource-conserving handling. Furthermore, the Supplier ensures its maximum contribution to decarbonisation.

Observance of further land, forest and water rights and the protection of land, forest and water are also mandatory for Vahle's supply chain and thus for suppliers.

The Supplier is responsible for ensuring that its subcontractors and subsuppliers in their supply chain also act in accordance with the provisions set out in § 15 section 1. GTCP and comply at least with the applicable statutory requirements.

2. The Supplier warrants that, when executing orders and purchase orders from Vahle, it will comply with the provisions of the Act Regulating a General Minimum Wage (currently in particular the Minimum Wage Act (Mindestlohngesetz)) and will oblige subcontractors engaged by it to comply with the statutory provisions to the same extent.
3. If the Supplier does not comply, or does not properly comply, with the provisions contained in § 15, it shall indemnify Vahle upon first written request against all claims asserted by third parties against Vahle in this connection. With regard to section 2. above (compliance with the minimum wage), the Supplier shall indemnify Vahle against all fault-based and no-fault claims of third parties, in particular claims of employees and subcontractors as well as claims of employees of the subcontractor or of a further subcontractor engaged by it, in connection with the provisions of the Act Regulating a General Minimum Wage, arising from the execution of orders/purchase orders by the Supplier. The indemnification obligation also applies to claims of social insurance institutions, authorities and claims of the Federal Employment Agency (Bundesagentur für Arbeit) for payments such as insolvency benefits (Insolvenzgeld).
4. The delivery shall be made with all instructions and notes, such as recommendations and warnings, that are necessary for proper use of the delivery and the optimal protection of persons and property, in particular if the delivery contains hazardous substances or requires special safety precautions. In particular, the Supplier will provide Vahle with all notes, instructions and warnings required for compliance with the applicable statutory provisions regarding health, safety or the environment and will indemnify Vahle against all consequences, complaints and costs arising from the Supplier's failure to comply with these obligations.

§ 19 Special Conditions for Digital Solutions

1. Insofar as firmware is included in the scope of delivery and services, Vahle may use it to the extent set out in § 12 para. 4, which the Supplier hereby expressly permits.
2. Vahle takes reasonable precautions to detect failures or malfunctions of software and firmware or to mitigate their consequences (e.g. through daily data backup, fault diagnosis, regular checking of data processing results). Unless Vahle expressly points out a deviating state in advance, the Supplier may assume that all of Vahle's data with which it could come into contact are backed up, unless the Supplier knows or, based on its knowledge of the software or firmware, ought to know that it is not possible for Vahle as user to back up this data/this data is not backed up in a manner customary in the industry. This applies equally to any settings and parameters, in particular in connection with the installation of updates (in particular bug fixes, patches, updates, upgrades or similar).
3. Vahle is obliged to install updates of the Supplier's software or firmware provided free of charge as soon as possible, where applicable after testing in a test system before transfer into productive operation. Unless expressly agreed otherwise and technically possible, such updates are provided on the Supplier's website with advance notice of their provision by e-mail to Vahle.
4. The Supplier is obliged to provide free security updates, bug fixes and compatibility updates for five years after the official discontinuation of production of the delivery or at least until the expiry of a minimum period agreed with Vahle for the availability of the goods or spare parts. It is also obliged to supply updates not covered by the preceding sentence if it provides them to other customers; in this case it may demand reasonable, fair, non-discriminatory remuneration.
5. For third-party software or firmware sold by the Supplier to Vahle (“Third-Party Software”), the licence terms of the respective manufacturer apply, whereby the Supplier guarantees that it is entitled to sell the Third-Party Software and to grant corresponding (sub-)licences. When delivering Third-Party Software, the Supplier is obliged to point out to Vahle that it is Third-Party Software and whether and, if so, to what extent it has only been granted rights of use by this third party, and can consequently only pass on rights of use, that fall short of the scope set out in paragraph 1 sentences 1 to 3

(hereinafter “Disclosure”). The Disclosure must be made with the Supplier's offer to Vahle. Vahle then does not acquire such rights as were notified in the Disclosure as not transferable. If a claim is made against Vahle by the third party for infringement of rights to which the third party is entitled and which the Supplier did not notify as not transferable in the Disclosure, the Supplier will indemnify Vahle against all payments and costs arising for Vahle from the incomplete Disclosure, in particular penalties and fines, licence fees and costs for acquiring sufficient licences/rights or necessary restructuring in order to avoid further infringements in future.

6. Insofar as open source software (OSS) is provided to Vahle, the OSS licence terms additionally apply to the grant of rights and take precedence over the provisions of these GTCP. Insofar as the OSS licence terms require the provision of the source code, the Supplier will make it available upon Vahle's written request. The Supplier will inform Vahle that it is supplying OSS and which OSS licence terms apply to which third-party software.
7. Vahle is entitled to read out and evaluate existing machine data insofar as this is possible without intervention in the machine. Insofar as read-out is not possible for Vahle without intervention in the machine, the Supplier will make the machine data available to Vahle in a common data format within the scope of the respective current version of the EU Data Act and otherwise insofar as contractually agreed. The use of stored machine data is reserved exclusively to Vahle.
8. Upon delivery of digital products, i.e. software and goods containing software or firmware, Vahle is only obliged to carry out a visual inspection for damage to the transport packaging and for conformity of the freight documents and delivery notes with the respective order; § 377 HGB does not apply, as functionality and conformity with specifications in all respects can only be checked upon commissioning.
9. If Vahle discovers a malfunction after receipt of the goods, Vahle will inform the Supplier in writing or by e-mail as soon as this malfunction becomes apparent. There are no claims to remedy of defects insofar as the deviation from the contractual quality is insignificant. In the event of a software or firmware defect within the warranty period, the Supplier undertakes to provide subsequent performance in one of the following forms:
    i. provision of a software/firmware patch or fix that remedies the errors and may, where applicable, include a revision of the software/firmware, or
    ii. provision of error-free new software/firmware or a new version or, in the case of firmware, provision of an error-free device or module and – insofar as installation was owed in addition to delivery – also installation of the software or the device/module ready for use, or
    iii. provision of instructions with which the defect can be remedied or its adverse effects permanently avoided.
10. In the case of delivery of digital products, the Supplier is entitled to two attempts at rectification before Vahle can assert withdrawal from the contract or other warranty rights, unless it is technically obvious that rectification will fail or it is unreasonable for Vahle in the specific individual case to first await the success of rectification attempts. Unless the GTCP provide otherwise, the warranty provisions in § 8 of these GTCP apply additionally.
11. The provisions of this § 17 apply to all software/firmware and all types of control systems and/or electronically controlled automation solutions supplied under this contract. The Supplier undertakes to provide documentation of the delivered software/firmware of a scope customary in the industry. As a rule, this does not include source codes, but does include an operating manual insofar as operation of the delivered software or firmware by the purchaser/user is intended. This documentation forms part of the delivered goods. The provisions of § 12 remain unaffected and apply additionally. Should there be any contradictions between the provisions of this § 17 and § 12, the provisions of this § 17 take precedence.
12. For software going beyond firmware that is installed and operated locally or within Vahle's sphere of responsibility (on-premise), Vahle's General Terms and Conditions for the Provision of Software Products apply with priority. For software and services provided for online use, Vahle's General Terms and Conditions for the Provision of Software as a Service apply with priority.

§ 20 Handling of Documents and Items Provided / Ownership

1. Documents or items of any kind (such as in particular samples, drawings, tools or models) provided by Vahle to the Supplier in the course of the order remain the property of Vahle. They may be used by the Supplier exclusively for the performance of the contract and may neither be used for its own purposes nor made accessible to third parties. The Supplier is obliged to make them available only to the "authorised group of persons" on a "need to know" basis and to take appropriate technical and organisational protective measures to ensure confidentiality. Further confidentiality obligations in this contract remain unaffected.
2. Goods manufactured by the Supplier on the basis of drawings, models, confidential information or tools provided by Vahle – including tools replicated from them – may neither be used by the Supplier itself nor offered or delivered to third parties.
3. Tools manufactured on behalf of Vahle and paid for by Vahle become the property of Vahle upon full payment. The transfer of possession is replaced by the Supplier keeping the tools in safe custody for Vahle free of charge with the care of a prudent businessman. The Supplier keeps the tools owned by Vahle separately from other items belonging to it or to third parties. Vahle's ownership shall be marked on the tools themselves and in the books of account. The Supplier may neither use these tools for its own purposes nor make them accessible to third parties. After termination of the business relationship, the tools shall be handed over at Vahle's request.
4. The Supplier is obliged to inform Vahle in good time as soon as a tool, due to its service life, reaches a condition in which it is no longer suitable for the intended purpose.

§ 21 Assembly and Installation Work

1. If employees or agents of the Supplier work on Vahle's business premises or company grounds, at customers' or third parties' premises, they must observe the applicable accident prevention regulations, all other safety regulations and the respective site rules. The Supplier is responsible for ensuring that they take note of and comply with these, shall verifiably document their acknowledgement and shall prove this at Vahle's request. Before starting work, the Supplier shall ensure that its employees and agents are familiar with the relevant regulations. Without knowledge of these regulations, they may not commence work.
2. In the case of assembly and installation work, the working hours performed and the materials provided by the Supplier shall be confirmed in writing or in text form (e.g. by e-mail) by an authorised representative of Vahle without undue delay after the work has been carried out, but no later than on the day the work is carried out.
3. Assembly and installation work requires formal acceptance by Vahle. Acceptance is deemed to have taken place when an authorised representative of Vahle expressly the Supplier's services in writing or in text form as being in conformity with the contract Defects may still be notified by Vahle until the final invoice. If Vahle fails to comply with a justified request, the Supplier is entitled to set Vahle a reasonable deadline for acceptance, which must be at least three weeks. If no acceptance takes place within this period and no justified refusal is declared, acceptance is deemed to have taken place.

§ 22 Place of Performance / Place of Jurisdiction / Severability Clause / Applicable Law / Miscellaneous

1. The place of performance for the delivery is the place of destination specified by Vahle, such as the shipping address. Vahle is entitled to specify the mode of shipment and the carrier; otherwise the Supplier is obliged to choose the mode of shipment most favourable for Vahle.
2. German law applies exclusively. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) are excluded. The INCOTERMS in their respective valid version are decisive for the interpretation of trade terms.
3. The place of jurisdiction is the court having jurisdiction for Vahle if the Supplier is a merchant within the meaning of §§ 1 et seq. HGB. Vahle is also entitled to assert claims at any other permissible place

of jurisdiction, such as bringing an action before the court having jurisdiction for the Supplier's registered office.

4. Should any provision of these GTCP be or become invalid, this shall not affect the validity of the remaining terms. The invalid provision shall be replaced by a provision that comes closest to the economic purpose of the contract of the parties.