

### I. SCOPE OF APPLICATION

- 1 We conclude contracts with entrepreneurs (within the meaning of §§ 310 para. 1, 14 German Civil Code (BGB)), legal entities under public law and special funds under public law for the supply of goods and the provision of services to us only on the basis of our General Terms and Conditions of Purchase (GPC) as amended from time to time.
- 2 Our GPC also apply to future contracts entered into under the current business relationship with our supplier. Our GPC are at any time available on the internet for retrieval and download by the supplier at <https://www.zollern.com/en/supplier-portal/purchasing-conditions/>. We will also send the GPC to the supplier free of charge at any time on the supplier's request. Foreign suppliers will be provided with our GPC in the applicable contract language with our purchase order and each order confirmation at the latest.
- 3 Any general terms and conditions of the supplier are hereby rejected. We shall not be bound by any conflicting, deviating, supplementary or unilateral terms and conditions of business of the supplier, even if we do not expressly reject them or accept deliveries or services without reservation, even if they are incorporated in the supplier's offer or order confirmation, unless we have expressly agreed to their application in writing in an individual case.

### II. CONTRACT CONCLUSION, WRITTEN FORM

- 1 If the supplier submits an offer to us or if the supplier's order confirmation deviates from our order, the contract shall only be concluded upon receipt of our written confirmation. This confirmation is decisive for the scope of the contract. The supplier shall notify us of any apparent errors and incompleteness of the purchase order including the order documents prior to acceptance. Any tools, models, drawings and other documents missing upon receipt of our purchase order shall be requested from us in writing at the latest with the supplier's order confirmation.
- 2 If an offer made by us for the conclusion of a contract is made as "non-binding", we may freely revoke it until receipt of the supplier's declaration of acceptance. We shall be bound by an offer made by us no longer than one week from receipt of the offer by the supplier if the supplier does not accept the offer within this period in writing or by unconditional dispatch of the goods.
- 3 The supplier shall be bound to its offer for 4 weeks from our receipt of the offer.
- 4 The preparation of offers and elaboration of projects by the supplier shall be without obligation on our part and free of charge for us.
- 5 We may request changes to the design and construction of the goods to be delivered within reasonable limits. The consequences, in particular with regard to the additional and reduced costs as well as the delivery dates, shall be reasonably and mutually agreed.
- 6 Delivery call-offs can also be made by remote data transmission.
- 7 The contractually agreed written form is also fulfilled by fax, computer fax, remote data transmission or e-mail, with the exception of constitutive declarations such as notices of termination.
- 8 Call-offs in the scope of an order and call-off planning in volume contracts shall become binding if the supplier does not object within 5 working days (excluding Saturdays, Sundays and public holidays) after receipt. Unterbreitet der Lieferant uns ein Angebot oder weicht seine Auftragsbestätigung von unserer Bestellung ab, kommt der Vertrag erst durch Zugang unserer schriftlichen Bestätigung zustande. Diese ist für den Umfang des Vertragsinhaltes maßgeblich. Auf offensichtliche Irrtümer und Unvollständigkeiten der Bestellung einschließlich der Bestellunterlagen hat uns der Lieferant vor Annahme hinzuweisen. Bei Eingang unseres Bestellschreibens fehlende Werkzeuge, Modelle, Zeichnungen und andere Unterlagen sind spätestens mit der Auftragsbestätigung des Lieferanten bei uns schriftlich anzufordern.

### III. PRICES, PAYMENT, SET-OFF, ASSIGNMENT, INTEREST, CONTRACTUAL PENALTIES

- 1 The price stated in the order is binding. Price increases after the order until fulfillment of the delivery are excluded. If the supplier reduces its prices and improves the conditions in the time between the order and delivery, these prices and conditions shall apply.
- 2 The price stated in the order includes packaging, freight, postage, value assurance and transport insurance (DDP according to Incoterms 2020) and, in the case of deliveries abroad, customs clearance, unless the parties have agreed otherwise in writing. The prices include statutory value added tax if this is not indicated separately.
- 3 We make payments less a 3% discount on the net invoice amount within 14 calendar days after receipt of the invoice and complete delivery of the goods, otherwise, within 60 calendar days from the receipt of the invoice and complete delivery of the goods, net. All payments are subject to invoice verification.
- 4 The periods for payment and discount deduction shall not begin to run before we have received an auditable invoice and the complete delivery of the ordered goods or services. If we accept early delivery, the said periods shall only run from the originally agreed delivery date.
- 5 Invoices from the supplier must be verifiable, comply with the requirements of § 14 UStG (German Turnover Tax Act), state our order number and the delivery note number and must correspond to the itemization in the purchase order, stating the designations of the goods, their prices and quantities. The supplier shall also add the appropriate performance records and report sheets.
- 6 We shall not pay interest from the due date. Default interest shall be limited to 3 percentage points above the respective current base interest rate unless the supplier submits proof of higher interest loss.
- 7 We shall not be in default without a written reminder. If we are in default, the supplier shall only be entitled to claim reimbursement of the costs of extrajudicial legal action or collection costs to the extent that these costs actually incurred and were necessary, however, not exceeding the amount of the statutory fees.
- 8 Our payments shall be deemed in time if our bank has timely received an appropriate money transfer order, with our account showing sufficient cover.
- 9 The exchange rate shall be based on the EURO reference rate of the European Central Bank valid on the due date unless otherwise agreed between the parties.
- 10 We shall be entitled to rights of set-off and retention to the extent provided by law. The same applies to the raising of defences. The supplier shall only be entitled to set-off or retention for counterclaims that are undisputed or have become res judicata or are ready for decision because the underlying facts of the case have been sufficiently cleared up, unless the counterclaim to be set off or giving rise to the supplier's right of retention reciprocally depends on our own claim (see § 320 German Civil Code (BGB)).
- 11 The supplier shall not be entitled without our prior written consent which must not be unreasonably withheld to assign its claims against us to third parties or have them collected by third parties.
- 12 We do not accept, or make any undertaking to pay, contractual penalties or liquidated damages.

### IV. DELIVERY TIMES, DELAY IN DELIVERY, SUBCONTRACTORS, PERSONNEL, SPARE PARTS

- 1 The delivery time stated in the purchase order is binding. The supplier bears the procurement risk. In particular, we do not accept any reservation of timely supply by the supplier's own sub-suppliers, i.e. the supplier must ensure that sufficient material and spare parts are

available in its stock in order to be able to meet its contractual delivery obligations at all times. The delivery period begins with the conclusion of the contract. We are entitled to refuse acceptance of any early delivery before and until the agreed due date.

- 2 The date of receipt of the goods by us shall be decisive for the supplier's compliance with the agreed delivery date or period. This shall also apply with respect to all shipping documents, operating instructions and manuals, technical documents and other certificates required for the proper performance by the supplier.
- 3 The supplier is obliged to notify us in writing without undue delay if circumstances occur or become foreseeable which suggest that the agreed delivery time cannot be fulfilled.
- 4 In the case of a delay in delivery, we shall be entitled to the statutory claims. We shall in particular be entitled to claim damages in lieu of performance and/or withdraw from the contract after the fruitless expiry of a reasonable grace period granted by us. If we claim damages, the supplier shall be entitled to prove that the delay in delivery was not the supplier's responsibility.
- 5 If we accept late delivery, this shall not be deemed to constitute a waiver of our rights and claims for the delay in delivery.
- 6 The supplier shall have the work and services performed by its own duly qualified personnel. The supplier is not entitled without our prior written consent, which may not be unreasonably withheld, to have its performance obligations fulfilled by third parties (e.g. subcontractors) or to render partial performance only.
- 7 The supplier warrants that goods that are on our behalf produced, stored, transported, delivered to us or taken over by us are produced, stored, processed and loaded at secure facilities and at secure places of transshipment and are protected against unauthorised access during production, storage, processing, loading and transport. The Supplier warrants that the personnel employed for the production, storage, processing, loading, transport and takeover of such goods are reliable and that such personnel has been checked against the currently valid sanctions lists of the EU. The supplier further warrants that all business partners acting on its behalf are informed that they must also take measures to ensure the requirements of this clause 7 throughout the supply chain. The supplier agrees that its data will be checked against the currently valid EU sanctions lists.
- 8 The supplier is obliged to supply us during a period of ten years from delivery with spare parts at market prices which must not exceed the supplier's current spare part prices valid at the time; this supply obligation shall in particular also apply if the business relationship with us has already been terminated.
- 9 In the event of a delay in delivery, we are entitled to claim a contractual penalty in the amount of 0.5%, up to a maximum of 5%, of the net order value of the respective delayed goods for each commenced calendar week of the delay in delivery. We may also declare the reservation of our right to claim contractual penalty after we have accepted the goods and until our final payment. Any further rights to which we may be entitled shall remain unaffected. The contractual penalty shall be set off against the damages payable by the supplier on account of the delay.

#### V. PACKAGING, DISPATCH, RISK OF PERFORMANCE AND CONSIDERATION

- 1 The packaging shall allow for forklift transport or crane transport as well as stacking (in the case of general cargo weighing more than 30 kg) and shall be provided free of charge and taken back free of charge at our request. Pallets and containers are to be taken back by the supplier free of charge, in the case of follow-up deliveries in an exchange procedure.

- 2 The supplier shall at our request provide us with certificates for the packaging material used.
- 3 Delivery shall be made "DDP" (Incoterms 2020). Delivery and dispatch shall be at the risk of the supplier. The risk of accidental loss or perishing or accidental deterioration of the goods shall pass to us upon hand-over of the goods at the place determined by us. Delivery or hand-over at a place other than the destination designated by us shall not cause any passing of risk even if the goods are accepted at that place. The supplier shall bear the additional costs incurred by us as a result of the delivery to a place other than the agreed destination. If an acceptance has been agreed, such acceptance shall be decisive for the transfer of risk.
- 4 The supplier shall take out adequate transport insurance at its expense and shall provide us with appropriate proof thereof upon request.
- 5 The delivery must be accompanied by packing slips and delivery notes stating the date (date of issue and date of dispatch), the subject of delivery (item number and quantity) and our purchase order information (date and number). In the case of shipment by ship, the shipping documents and invoices must also state the names of the shipping company and the ship. The supplier shall choose for us the cheapest and most suitable mode of transport, if we bear the costs of the transport. All notices of dispatch, delivery notes, packing slips, waybills, invoices, outer packaging etc. the order references and details of the place of unloading as prescribed by us shall be indicated completely.
- 6 In principle, the supplier must pack, label, mark and ship hazardous products in accordance with the applicable national/international regulations and requirements. In addition to the hazard class, the accompanying documents must also contain all other information required under the applicable transport regulations.
- 7 The supplier shall be liable for damages and shall bear the costs arising from the culpable infringement of the aforementioned clauses V.1 to V.6. The supplier is also responsible for compliance with these dispatch regulations by its subcontractors. All deliveries which cannot be accepted due to noncompliance with the provisions V.1 to V.6 shall be stored at the supplier's expense and risk. We are entitled to examine the contents and condition of such deliveries.

#### VI. FORCE MAJEURE

- 1 Events of force majeure, operational disruptions without our fault, riots, official measures and other unavoidable events such as epidemics and pandemics shall release us from our obligation to accept ordered goods or services in good time for the duration of the event. Both parties are obliged to provide each other with the necessary and reasonable information without delay and to adjust their obligations temporarily to the changed circumstances, in particular to the possibly changed market requirements, in good faith. During such events as well as within two weeks thereafter, we are entitled - without prejudice to our other rights - to withdraw from the contract in whole or in part if an adjustment is not suitable, insofar as these events are not of insignificant duration.
- 2 The provisions of Clause VI.1 shall also apply in the event of labour disputes..

#### VII. QUALITY, NON-COMPLIANT GOODS, REACH

- 1 The supplier warrants that the delivered goods do not have any defects impairing their value or suitability, i.e. that they meet the subjective requirements, the objective requirements as well as the assembly requirements, and that they comply with the generally recognised state of the art, the latest regulations of the authorities, the Equipment and Product Safety Act ("Produktsicherheitsgesetz"), the respectively applicable safety requirements and the regulations on occupational

- safety and accident prevention. We do not accept any negative quality agreements.
- 2 The supplier warrants that all delivered substances, preparations and substances contained in products are in conformity with the Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 (REACH) as amended from time to time and with the German Ordinance based on Directive 2011/65/EU (RoHS) for the restriction of the use of certain hazardous substances in electrical and electronic equipment ("ElektroStoffV") as amended from time to time.
  - 3 The supplier further warrants that the delivered goods are free from ionizing radiation exceeding the natural inherent radiation of the material. If the delivered goods show ionizing radiation, we shall be entitled to separate, secure, specially store or dispose of the goods at the supplier's expense without granting a grace period.
  - 4 In order to ensure the quality of the goods delivered, the supplier shall carry out quality inspection suitable in terms of type and scope with regard to all input materials as well as the finished end product before delivery to us. Our initial sample approval shall not release the supplier from the outgoing goods inspection or justify a restriction of this inspection, nor shall any specifications in the technical delivery requirements or other performance specifications justify a restriction of the inspection. The supplier agrees that we, or a person authorised by us, shall be entitled to conduct audits to assess the effectiveness of the supplier's quality assurance system.
  - 5 Our obligation to inspect the goods shall be limited to defects which become apparent in an external examination of the goods and the shipping documents during the incoming goods inspection and in the sampling procedure in the context of our quality control (= "obvious" defects) (e.g. damage during transport, wrong and short delivery). If an acceptance has been agreed, there is no obligation to inspect.
  - 6 Our notice of defect shall be deemed in time if it is received by the supplier within a period of five working days (excluding Saturdays, Sundays and public holidays). For obvious defects (cf. Section VII.5), the period for notification of defects shall begin with the receipt of the complete goods at the place of destination; for non-obvious defects, it shall begin at the time when we - or, in the case of a drop shipment, our customer - have discovered the defect. If the place of destination is the premises of a subcontractor, e.g. a contract processor, the period for giving notice of obvious defects shall begin with the delivery of the goods to us. Notices of defects may be given in writing or text form or by e-mail or verbally.
  - 7 We are entitled to the statutory rights and claims for defects without restriction. If the supplier fails to comply with its obligation to cure the defect - in our discretion either by defect rectification (repair) or by substitute delivery of a non-defective item (substitute delivery) unless the supplier demonstrates that the option chosen by us would cause unreasonable costs and that we would not incur considerable disadvantages with the alternative kind of cure - within a reasonable period granted by us, we shall be entitled to rectify the defect ourselves and claim from the supplier reimbursement of the expenses required for the rectification; this shall be without prejudice to any other rights to which we may be entitled. Cure of the defect shall also comprise the cost of disassembly and reassembly. Defect rectification by the supplier shall be deemed to have definitely failed after the first unsuccessful rectification attempt already. We shall also be entitled to withdraw from the contract if the supplier's breach of duty is only insignificant.
  - 8 In deviation from § 442 Para. 1 Sentence 2 German Civil Code (BGB), we shall also be entitled to unrestricted claims for defects if the defect remained unknown to us upon conclusion of the contract as a result of gross negligence. The claim for reimbursement of expenses pursuant to § 439 para. 3 German Civil Code (BGB) shall only be affected by our positive

- knowledge of the defect at the time of installation or attachment in/to another object.
- 9 The limitation period for warranty claims shall be 36 months from the passing of risk unless the mandatory provisions in § 478, § 479 German Civil Code (BGB) apply or a longer limitation period is granted by the supplier or provided for by law. In cases where we use the delivery item for the production of parts for "first tier suppliers", the limitation period ends 36 months after the sale of the final product by the "tier 1" to the OEM, but no later than 42 months after delivery.
  - 10 After the defect has been remedied, the warranty period for the repaired or substituted products shall begin again.
  - 11 The supplier already now assigns to us as security all claims to which the supplier is entitled against its sub-suppliers from and in connection with the delivery of defective goods or goods which do not show the warranted or guaranteed qualities. We hereby accept the assignment. The supplier shall hand over to us all documents required for the assertion of these claims.
  - 12 In addition to the claims for defects, we shall be entitled without restriction to any recourse claims within the supply chain (recourse against the supplier according to § 445a, § 445b, § 478 German Civil Code (BGB)). We shall in particular be entitled to claim from the supplier exactly the same kind of cure which we are obliged to provide to our own customer from time to time. This shall be without prejudice to our statutory right to choose the kind of cure to be provided by the supplier in our discretion (§ 439 subs. 1 German Civil Code (BGB)).

#### VIII. SUPPLIER LIABILITY

- 1 The supplier shall be liable according to the statutory provisions.
- 2 In the event that a claim is made against us on the basis of product liability, the supplier is obliged to indemnify us against such claims if and to the extent that the damage was caused by a defect in the product supplied by the supplier. However, this shall only apply in cases of liability based on intention and negligence, if the supplier is responsible. If the cause of the damage lies within the supplier's scope of responsibility, the supplier must prove that the supplier is not responsible.
- 3 Insofar as a recall action is the result of a defect in the product supplied by the supplier, the supplier shall bear the costs of the recall action, unless the supplier is not responsible for the defect.
- 4 The supplier undertakes to take out and maintain for the duration of this contract, i.e. until the expiration of the respective limitation period for claims for defects, adequate product liability insurance, usually with a flat-rate coverage of at least EUR 10,000,000.00 for each case of personal injury / damage to property per calendar year. The supplier already now assigns to us by way of security all compensation claims under this insurance policy arising in the case of damage caused by the supplier and incurred by us; we hereby accept the assignment. The supplier shall at any time upon our request provide us with written confirmation of the existing insurance cover by the insurer.

#### IX. LIABILITY OF ZOLLERN

- 1 Any claims of the supplier for damages, regardless of the legal basis, as well as claims of the supplier for reimbursement of futile expenses shall be excluded unless the damage was caused by an intentional or grossly negligent breach of duty or by an at least negligent breach of a contractual duty the fulfilment of which is absolutely indispensable for the proper performance of the contract and on the compliance with which the supplier relied and was reasonably allowed to rely and the culpable (intentional or negligent) non-fulfilment of which endangers the achievement of the contract purpose (fundamental contractual duty); in the latter case, our liability shall be limited to the amount of the typical damage foreseeable upon contract conclusion.

- 2 The limitation of liability under the foregoing Section IX.1 shall also apply to the personal liability of our employees, representatives, officers and executive bodies and our vicarious agents and other persons engaged by us in the fulfilment of our obligations.
- 3 The limitation of liability under the foregoing Sections IX.1 and IX.2 shall not apply in the case of personal injury, i.e. damage caused by an injury to the life or limb or health of a person or by a violation of a person's freedom, or in the case of liability under the German Product Liability Act (Produkthaftungsgesetz) or in exceptional cases where we have given an express guarantee.

#### X. DECLARATIONS OF ORIGINATING STATUS

If the supplier makes declarations regarding the originating status of the delivered goods, the supplier shall be obliged to enable the verification of proofs of origin by the customs authorities, in particular to provide the necessary information and to submit the required confirmations and certificates. Furthermore, the supplier shall be obliged to compensate for any damage caused by the fact that the declared origin is not recognised by the competent authority due to an incorrect certificate or a lack of possibility of verification, unless the supplier is not responsible for these consequences.

#### XI. LIMITATION PERIOD

- 1 Notwithstanding § 195 German Civil Code (BGB), the regular limitation period for claims of the supplier including, without limitation, claims for damages and reimbursement of futile expenses shall be 24 months unless a shorter limitation period is provided for by law.
- 2 The limitation period according to the foregoing Section XI.1 shall not apply in the case of an intentional or grossly negligent breach of duty or breach of a fundamental contractual duty (cf. Section IX.1) nor shall it apply in the cases specified in sec. IX.3 In these cases, the statutory limitation periods shall apply.

#### XII. INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS (IP RIGHTS)

- 1 The supplier warrants that the delivered goods do not cause an infringement of third-party proprietary rights that have been published in the supplier's home country, by the European Patent Office or in any of the following countries: Federal Republic of Germany, Netherlands, France, United Kingdom, Austria, USA.
- 2 If claims are asserted against us by a third party for an infringement of proprietary rights caused by the delivered goods, the supplier shall in its discretion and at its sole expense either procure the right to use the goods in question or, in consultation with us, modify the goods such that the proprietary right is no longer infringed, except in cases where we are responsible for the infringement of the proprietary right. Any further claims to which we may be entitled by law shall remain unaffected.
- 3 The supplier shall indemnify us and our customers upon first request from any and all claims arising from the use of the said proprietary rights. The supplier's duty to indemnify shall include all costs and expenses necessarily incurred by us due to, or in connection with, the assertion of claims by a third party.
- 4 The supplier undertakes to notify us without undue delay of any risk of an infringement of proprietary rights and of alleged infringements of which the supplier becomes aware and to give us the opportunity to take concerted action against any such claims.
- 5 The supplier shall at our request disclose to us any use of registered proprietary rights and applications for proprietary rights in the delivered goods.

#### XIII. PROVISION OF MATERIAL, TOOLS, RIGHTS OF USE

- 1 Any processing, alteration or transformation by the supplier of parts provided by us (goods subject to reservation of title) shall be deemed

carried out for us on our behalf. If the goods provided by us subject to reservation of title are processed with other items not belonging to us, we shall acquire co-ownership of the new item according to the proportion of the value of our item (purchase price plus VAT) to the value of the other processed goods at the time of processing. If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item according to the proportion of the value of the goods provided subject to reservation of title (purchase price plus VAT) to the value of the other mixed items at the time of mixing. If the items are mixed in such a way that the item of the supplier must be considered as the main item, it shall be deemed agreed that the supplier shall transfer pro-rata co-ownership to us. The supplier shall keep the items we hold in sole ownership or co-ownership in custody for us.

- 2 We reserve all rights, including proprietary rights and copyrights, to illustrations, drawings, calculations, moulds, models, tools and other documents. The supplier shall not make them available to third parties, copy, reproduce or distribute them without our explicit written consent. They must not be used for any purposes other than the manufacture according to our purchase order. The supplier shall return them to us without being requested to do so, after the execution of the purchase order has been completed or if we do not place the purchase order at all. The supplier is obliged to take out at its sole expense customary replacement cost insurance to insure the tools, moulds and models belonging to us against damage by fire, water and theft. The supplier hereby assigns to us all claims to compensation under the said insurance; we hereby accept the assignment. The supplier is obliged to carry out, at its expense and in due time, all maintenance work and servicing of our tools that may be required as well as all required repair work. The supplier shall not modify or remove any marking or labelling demonstrating our ownership of the tools but shall maintain such marking at its sole expense. The supplier shall immediately notify us of any occurring interference in writing.
- 3 Moulds, models, tools, films, drawings etc. produced by the supplier for executing the purchase order shall become our property upon payment, even if they remain in the supplier's possession. The supplier shall mark them as our property.
- 4 The supplier shall hand over to us without raising or reserving any objections all illustrations, drawings, calculations, moulds, models, tools and other documents belonging to us at any time upon our request but no later than with the final delivery.
- 5 During the period of use, we shall have a non-exclusive, transferable right to use the products delivered by the supplier free of charge. Patent rights and other immaterial property rights remain the supplier's property.

#### XIV. CONFIDENTIALITY

- 1 "Confidential information" within the meaning of the following non-disclosure obligation shall include all information (including data, records, documents, drawings, samples, technical components and know how), which is/was made available to the executive bodies and officers, employees, advisers and consultants of the supplier or other third parties working for the supplier in the framework of the relevant contract and the related contract negotiations, including, without limitation, information about our company, our customers, our production processes, our price calculations etc. and which are marked "confidential" or which by their nature require confidentiality, regardless of whether and which carrier media are used for the embodiment of the Confidential Information; the non-disclosure obligation shall in particular also apply to orally disclosed information.
- 2 Our supplier is obliged to treat the Confidential Information as strictly confidential and not to disclose or pass it on or make it available to third

parties without our written consent. Our supplier shall take appropriate measures to protect Confidential Information, which shall at least correspond to the measures which the supplier takes to protect particularly sensitive information about the supplier's own company.

- 3 The supplier shall not use Confidential Information disclosed by us for any purposes other than the performance of the relevant contract.
- 4 In particular, our supplier is not entitled to reproduce, reconstruct, open or disassemble samples received or other corresponding information (reverse engineering).
- 5 The non-disclosure obligations under sections XIV.1. and XIV.2. shall not apply to information for which the supplier can prove that
  - in the individual case in question, we have given our prior written consent to its disclosure or use by the supplier;
  - it was publicly known before the effective date of this non-disclosure obligation;
  - the supplier had received it from a third party before the effective date of this non-disclosure obligation or has received it from a third party thereafter without breaching this non-disclosure obligation, provided in each case that the third party has lawfully obtained possession of the Confidential Information and, by its disclosure, does not breach any binding confidentiality obligation imposed on the third party; or
  - the supplier is obliged by law or by any applicable stock exchange regulations or by an enforceable order issued by a competent court or authority to disclose the Confidential Information.
- 6 This non-disclosure obligation shall take effect upon conclusion of the relevant contract and shall expire five years after the termination of the business relationship.
- 7 Unauthorised disclosure to third parties or use for third parties entitles us to withdraw from all current orders and to claim damages.

#### XV. RETENTIONS OF TITLE, RIGHTS OF ACCESS

We recognise a simple retention of title declared by the supplier. Extended or expanded retentions of title, in particular group retentions, are not recognised. We do not grant any rights of access.

#### XVI. REFERENCES, DATA PROTECTION, CODE OF CONDUCT, MINIMUM WAGES

- 1 The supplier may only refer to our business relationship to third parties, in particular for advertising purposes, with our written consent.
- 2 Any use of our data without our prior written consent is only permitted within the scope of the statutory provisions. We, as well as the supplier,

are obliged to collect and process the data collected in connection with the conclusion and performance of the contract only in accordance with the legal requirements. For details, we refer to our data protection declaration, which the supplier can access on our website <https://www.zollern.com/en/privacy-policy/>.

- 3 Our supplier undertakes to comply with the respective statutory regulations on the treatment of employees, environmental protection and occupational safety as well as the minimum wage and to observe the principles of the United Nations Global Compact. The supplier shall make every effort, as far as possible by contractual obligation, to ensure compliance with these requirements also by its own suppliers and personnel service providers. If the supplier violates the requirements of the German Minimum Wage Act (MiLoG) or the regulation issued on the basis of § 3 a German Temporary Employment Act (AÜG), it shall indemnify us against all claims of third parties due to such violations, in particular pursuant to § 13 German Minimum Wage Act (MiLoG). Such a claim entitles us to terminate the business relationship with the supplier without notice.

#### XVII. PLACE OF JURISDICTION, PLACE OF PERFORMANCE, APPLICABLE LAW

- 1 For both parties, the place of exclusive jurisdiction for all disputes arising from commercial transactions with merchants to whom the regulations of the German Commercial Code (HGB) apply without restriction and with legal entities under public law shall be Stuttgart, Germany (§ 38 ZPO – German Code of Civil Procedure (ZPO)). The district court of Sigmaringen, Germany shall have jurisdiction for proceedings which are exclusively assigned to the district courts. However, we are also entitled to sue the supplier at its general place of jurisdiction.
- 2 Our place of business in Sigmaringen, Germany is the place of performance, unless otherwise stated in the order.
- 3 The law of the Federal Republic of Germany shall apply. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG, "Vienna Sales Convention") is excluded.

#### XVIII. SEVERABILITY

If any individual provisions of these GPC or the supply contract or parts thereof should be or become invalid, the validity of the remaining provisions or remaining parts of these provisions shall remain unaffected thereby. The invalid provision shall be replaced by a valid provision which corresponds as closely as possible to the purpose of the invalid one.

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