

General conditions of purchase

the

Innovationszentrum für Telekommunikation IZT GmbH, IZT

Am Weichselgarten 5, D-91058 Erlangen, Germany

(hereinafter: "**IZT**")

- Status: July 2022 -

1. General, scope of application, governing conditions

- 1.1. These General Terms and Conditions of Purchase (hereinafter referred to as "**Terms and Conditions of Purchase**") shall govern all purchase orders for goods and services (hereinafter referred to as "**Supplies**") including proposals, advice and other ancillary services provided by IZT.
- 1.2. These Terms and Conditions of Purchase shall apply exclusively to IZT's business transactions with entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), with legal entities under public law and special funds under public law (hereinafter referred to as "**Supplier**"). However, they shall not apply to construction services.
- 1.3. Within the scope of an ongoing business relationship, these Terms and Conditions of Purchase shall also apply to any future purchase contract, contract for work and materials, contract for work and materials, contract for services or other contract with the supplier without IZT having to refer to these Terms and Conditions of Purchase in each individual case.
- 1.4. These Terms and Conditions of Purchase shall apply exclusively. Any General Terms and Conditions of Business and Sale of the supplier or third parties that conflict with or deviate from these Terms and Conditions of Purchase or the statutory provisions shall be excluded and shall only apply if and to the extent that IZT has expressly agreed to their validity in writing. This shall apply in particular even if IZT has not expressly objected to the validity of such

conflicting or deviating general terms and conditions of business and sale or has accepted or paid for deliveries without reservation. If IZT accepts deliveries or other services without express objection or if payments are made by IZT without objection, this can in no case be construed as acceptance of the supplier's GTC.

1.5. Individual agreements in the respective order or contract shall have priority over the Terms and Conditions of Purchase.

1.6. For the interpretation of commercial clauses, the Incoterms® shall apply in the version applicable at the time of the conclusion of the contract.

1.7. Insofar as these Terms and Conditions of Purchase or the other parts of the contract refer to

a) a written form requirement is stipulated, text form (e.g. fax, e-mail, PDF scan) shall be sufficient to comply with the written form requirement, unless otherwise expressly stipulated in the individual case;

b) "days", "weeks" or "months" are referred to, unless expressly provided otherwise, calendar days, calendar weeks or calendar months.

c) "Banking Days" refers to all days other than Saturdays, Sundays and public holidays at the registered office of IZT on which banks at the registered office of IZT are open for business.

2. Order, prices

2.1. Contracts (order and acceptance) and delivery schedules as well as their amendments and supplements must be in writing.

2.2. If the supplier does not accept IZT's order within two (2) weeks after receipt of the order, IZT shall be entitled to revoke the order. If the order of IZT is not preceded by a binding offer of the supplier, IZT shall be entitled to revoke the order if IZT does not receive the order confirmation of the supplier within five

(5) banking days after receipt of an order. If the supplier's order confirmation deviates from IZT's order in terms of content, the supplier must specifically emphasize this in the order confirmation; such deviations shall only become part of the contract if IZT expressly accepts them in writing. A contract between IZT and the supplier shall also be concluded if the supplier carries out the deliveries specified in an order without reservation. Subsequent changes to an order require written confirmation by IZT.

- 2.3. Offers of the supplier are binding declarations of intent, unless otherwise stated therein. IZT may accept an offer of the supplier to conclude a contract until the expiry of fourteen (14) days after its submission by issuing a written order, unless the supplier specifies a longer acceptance period. The supplier shall be bound by its offer until the expiry of this period. Silence on the part of IZT shall not constitute reliance on the conclusion of a contract. If the acceptance of an offer of the supplier by IZT is received late, the supplier shall immediately inform IZT thereof in writing.
- 2.4. Insofar as IZT refers to a specific intended use in an order, the supplier is already obliged to notify IZT in writing prior to conclusion of the contract if the deliveries specified in an order are not suitable without restriction for the intended use stipulated in the order.
- 2.5. Delivery call-offs shall become binding at the latest if the supplier does not object within two (2) weeks of receipt.
- 2.6. The preparation of cost estimates as well as the preparation of offers, including the preparation of associated plans, samples or models, are - without express written agreement to the contrary - not to be remunerated by IZT.
- 2.7. IZT may request changes to the design and execution of the delivery item within the scope of what is reasonable for the supplier. In this case, the effects

with regard to the additional/reduced costs and the delivery dates are to be regulated by mutual agreement.

- 2.8. Insofar as it is not merely a matter of supplying marketable parts, the supplier may only subcontract with IZT's written consent, which may not be unreasonably withheld.

3. Prices, terms of payment

- 3.1. The agreed prices are binding fixed prices and shall be understood FCA in accordance with Incoterms® as amended from time to time, plus statutory value added tax at the rate applicable at the time of delivery. The prices include everything that the Supplier has to effect in order to fulfill its delivery and/or performance obligation at the agreed destination, in particular - but not exclusively - packaging, transport, freight, unloading, insurance, customs duties, taxes, assembly costs and other ancillary costs, unless otherwise agreed in writing.
- 3.2. IZT reserves the right to acknowledge excess or short deliveries.
- 3.3. The supplier's claim for payment against IZT shall - without prejudice to further legal requirements - only become due for payment after (a) complete receipt of the deliveries by IZT or - if acceptance is required - after acceptance as well as (b) receipt of a proper and auditable invoice within thirty (30) days net. Unless otherwise agreed in the individual case, IZT shall generally be entitled to deduct a three percent (3%) discount for payment within 14 days net. If IZT exceptionally accepts partial deliveries, this shall not set the discount periods in motion.
- 3.4. All invoices of the supplier must contain the following minimum information, without prejudice to any legal requirements that must be complied with in any case:
- (a) Order number from IZT,
 - (b) responsible contact persons at IZT and at the supplier,

- (c) Article per line item,
- (d) Quantity,
- (e) Tax identification number of the supplier,
- (f) Tax identification number of IZT (e.g. VAT identification number) as well as
- (g) the indication whether a partial, excess, short, sample or residual delivery is made.

If one or more of these details are missing and this causes a delay in processing by IZT in the normal course of business, the payment deadlines specified in section 3.3. shall be extended by the period of the delay.

- 3.5. Unless otherwise agreed in the contract, the original invoice shall preferably be sent electronically to the e-mail address provided by IZT or alternatively - in the event that electronic dispatch is not possible - by post to the address provided by IZT in the order.
- 3.6. The receipt of a corresponding transfer order at the bank of IZT is sufficient for the timeliness of the payment. Bank charges and expenses shall be borne by the supplier.
- 3.7. Payments made by IZT shall neither constitute acceptance of the Supplies nor acknowledgement of the invoice nor recognition of the Supplies as being free from defects and/or in time.
- 3.8. Claims of the supplier arising from the contract may only be assigned to third parties with the written consent of IZT. The provision of § 354a HGB remains unaffected.
- 3.9. IZT shall have unrestricted rights of set-off and retention to the extent provided by law. The supplier shall only be entitled to rights of set-off and retention against IZT insofar as claims against IZT

- (a) are undisputed or

(b) have been established by declaratory judgment; or
(c) they arise from the same contractual relationship as the claim of IZT and are proportionate to it.

- 3.10. The supplier shall not be entitled to claim maturity interest from IZT. In the event of a delay in payment, IZT shall owe default interest in the amount of five (5) percentage points above the respective base interest rate of the European Central Bank.
- 3.11. If services are invoiced on an hourly basis, the supplier must report to the responsible contact person at IZT before commencing work.

4. Shipping, packing

- 4.1. Deliveries shall be made on an FCA basis, including unloading at the address designated in the contract (hereinafter "**place of delivery**"), unless otherwise agreed. If the place of delivery is not specified and nothing else is agreed, the delivery shall be made to the place of business of IZT. The supplier shall enclose documentation owed under the contract as well as other owed documents free of charge with the deliveries. Unless otherwise agreed, the supplier shall not be entitled to partial deliveries or partial services.
- 4.2. The supplier is obliged to pack the supplies in accordance with IZT's packaging requirements. In any case, the deliveries shall be safely packed by the supplier against typical transport damages. The supplier is obliged to insure the supplies for transport. In addition, the packaging shall be suitable to protect the Supplies from deterioration such as rust or corrosion for a period of at least six (6) months, unless a longer period is agreed.
- 4.3. Each delivery must be accompanied by a delivery bill. All delivery bills and shipping documents must contain the following information

(a) the respective order number of IZT,

- (b) the date of the order,
- (c) the place of delivery,
- (d) the supplier name and address,
- (e) Article designation as well as
- (f) Item quantity

to be enclosed. If this data is not provided, IZT is entitled to refuse acceptance of the deliveries.

- 4.4. If required, the deliveries must be CE marked or an EU declaration of conformity or declaration of incorporation must be enclosed.
- 4.5. Packaging materials shall only be used to the extent necessary and shall be taken back by the supplier free of charge in accordance with the Packaging Ordinance. The place of performance for the take-back obligation is the place of delivery.

5. Dates, deadlines for deliveries/services, transfer of risk

- 5.1. Agreed deadlines and dates for deliveries/services are binding. The receipt of the delivery/performance of the service by IZT shall be decisive for compliance with the dates/deadlines.
- 5.2. If the supplier recognizes that agreed deadlines cannot be met for any reason, he must inform IZT immediately in writing, stating the reasons and the duration of the delay.
- 5.3. In case of delivery before the agreed date, IZT reserves the right to return the goods at the supplier's expense. If no return is made in the case of early delivery, the goods shall be stored at IZT until the delivery date at the expense and risk of the supplier.
- 5.4. IZT accepts partial deliveries/partial services only after express written agreement. In the case of agreed partial shipments, the remaining quantity is

to be listed.

- 5.5. If the delivery date/performance date is exceeded through the fault of the supplier (delay), the supplier shall be obliged to compensate for all direct and indirect damages caused by the delay.
- 5.6. If the supplier also fails to deliver/perform within a reasonable period of time determined by IZT for subsequent performance, IZT shall further be entitled to commission a third party with the performance of the contract and to demand compensation from the supplier for the necessary expenses and additional costs as well as further damages instead of performance. Furthermore, IZT shall be entitled to withdraw from the contract. In these cases, the supplier's right to subsequent performance and IZT's obligation to accept the delivery/service shall be excluded.
- 5.7. For deliveries without installation and assembly, the risk shall pass to IZT upon handover at the contractually agreed place of delivery. In the case of deliveries which also include installation and assembly, the risk shall pass to IZT upon acceptance of the deliveries or, insofar as IZT does not owe acceptance, upon handover after installation and assembly.

6. Property rights, protection rights

- 6.1. Irrespective of whether the deliveries require acceptance by IZT, IZT shall acquire ownership of the deliveries at the time of handover of the deliveries at the agreed place of delivery, unless otherwise agreed. If a retention of title is agreed in favor of the supplier, it shall have the effect of a simple retention of title. IZT rejects an extended or expanded retention of title. If the supplier retains ownership of the deliveries in breach of contract, IZT shall retain the claim to unconditional transfer of ownership even if IZT accepts the deliveries. By payment of the price, ownership of the supplies shall pass from the supplier to IZT at the latest. IZT may mix, process or combine deliveries which have been delivered under retention of title in the ordinary course of business with

effect for itself and also resell them.

- 6.2. IZT shall acquire a non-exclusive and transferable right of use, unlimited in terms of time, space and content, to all content contained in the delivery that is protected by copyright or industrial property rights. This includes use in its own operations or those of third parties, either itself or through third parties, as well as their reproduction, distribution, presentation, exhibition, processing or transformation.
- 6.3. The supplier is obliged to provide IZT free of charge with drawings and other technical documents created for the execution of the contract. The intellectual property rights to them shall not be affected by this.
- 6.4. IZT's approval of drawings, calculations and other technical documents shall not affect the supplier's sole responsibility for deliveries and services in accordance with the contract. Unless the supplier objects in writing, this shall also apply to proposals and recommendations by IZT as well as to modifications discussed between the supplier and IZT.
- 6.5. The supplier shall provide IZT with all drawings, documents and other records in accordance with the contractual agreement. In addition, all documents required for the repair, maintenance and servicing of the supplies shall also be supplied. All documentation shall be written in the language specified by IZT in the purchase order and additionally in English. If no language is specified in the order, all documentation and other communication shall be in German. Upon IZT's request, the supplier shall also provide all drawings, documents and other documentation free of charge also in electronic form, if available.
- 6.6. The supplier grants IZT the right to use drawings, documents, other records for all purposes related to the completion, operation, modification, maintenance and repair of the supplies or any part thereof. This right includes the right to grant sublicenses to customers of IZT and/or to persons designated by IZT or its customers.

7. Invoices and payments

- 7.1. Invoices must be sent to IZT together with the delivery, unless an electronic invoice is sent. They must contain the number and date of the order or contract, the quantity and the unit price.
- 7.2. Payment shall be made after receipt of goods in accordance with the contract and receipt of a proper, auditable invoice within 14 days with - unless otherwise agreed in individual cases - in principle a three percent (3%) discount or within thirty (30) days net cash with a means of payment of IZT's choice. In case of acceptance of premature services, the due date shall be based on the agreed dates of performance.
- 7.3. In the event of defective performance, IZT shall be entitled to withhold payment on a pro rata basis until proper performance. Payments do not imply recognition of the performance as being in accordance with the contract.
- 7.4. The supplier shall not be entitled to assign its claims against IZT or have them collected by third parties without the prior written consent of IZT, which may not be unreasonably withheld. In the event of an extended reservation of title agreed with the consent of IZT, the consent shall be deemed to have been granted.
- 7.5. The supplier may only offset or assert rights of retention against claims of IZT with undisputed or legally established claims.

8. Notice of defects

- 8.1. IZT shall immediately notify the supplier of obvious defects in the delivery as soon as they are detected in the ordinary course of business. For obvious defects which IZT notifies within five (5) working days after receipt of the delivery, the supplier waives the objection of late notification of defects. In the

case of non-obvious defects, a notice of defect within two (2) weeks after discovery of the defect is still in time. Sending the notice within the time limit shall be sufficient to comply with the time limit.

- 8.2. Incoming goods inspections shall only be carried out on a random basis. IZT shall be entitled to reject the delivery completely or to inspect one hundred percent (100%) at the supplier's expense if fifty percent (50%) or more of the random samples taken are defective.

9. Warranty

- 9.1. The Supplier warrants that the Deliveries are free from material defects at the time of passing of risk pursuant to Clause 5.7. The Supplies must in all respects have the contractually agreed quality, comply with the relevant laws, directives and standards, in particular the relevant safety regulations, occupational health and safety regulations as well as environmental and fire protection regulations and ordinances, as well as with the latest state of science and technology, be of high quality in terms of type and grade and be suitable for the use presupposed under the contract - but at least for the customary use. If the supplier has provided a preliminary sample which has been approved by IZT, the deliveries must additionally comply with the properties of the preliminary sample.
- 9.2. If the deliveries are defective, IZT shall be entitled to the statutory defect claims and rights without limitation. In particular, IZT shall be entitled to demand from the supplier - at IZT's discretion - that the defect be remedied or that a new delivery or production free of defects be made within a reasonable period of time. The supplier shall bear all costs incurred in connection with the repair or replacement of defective deliveries (including transport, handling, sorting, installation / removal, material and labor costs). In all other respects, IZT shall be entitled to the statutory defect claims and rights without restriction.
- 9.3. The supplier shall be obliged to replace defective deliveries/services or to repeat them free of defects. The supplier shall bear all costs associated with

the subsequent performance. In the event of replacement or repetition, subsequent performance shall be deemed to have failed (§§ 440, 636 BGB) if the defect has still not been remedied after the second attempt at subsequent performance. In the case of development and design defects, subsequent performance shall be deemed unreasonable and IZT shall be entitled to immediately assert the rights provided for in clause 9.5.

- 9.4. In urgent cases - in particular if operational safety is endangered or to prevent extraordinary damage - as well as in the case of minor defects, IZT shall be entitled to remedy the defect and any resulting damage itself or through third parties at the supplier's expense. This shall also apply if a reasonable period of time set by IZT for subsequent performance has expired, or if the supplier is late in performing and as a result IZT must remedy the defect immediately in order to avoid its own delay in delivery.
- 9.5. Insofar as IZT does not decide in favor of self-performance, IZT shall have the choice of either withdrawing from the contract or reducing the contractual remuneration (reduction) after the unsuccessful expiry of a reasonable period determined by it for subsequent performance. In addition, IZT is entitled to claim damages.
- 9.6. Unless otherwise agreed in the individual contract, the warranty period for defects shall be twenty-four (24) months from the transfer of risk in accordance with Section 5.7. The warranty period shall be suspended for the period beginning with the dispatch of the notice of defects by IZT and ending with the acceptance of the defect-free delivery/service by IZT. For a repaired or replaced part of the delivery/service or a repeated part of the delivery/service, the period mentioned in sentence 1 shall start again upon receipt of the defect-free replacement delivery/service.
- 9.7. Warranty claims do not arise if the defect is attributable to violations of operating, maintenance and installation instructions attributable to IZT, unsuitable or improper handling, natural wear and tear or faulty repair.

- 9.8. The legal obligation of IZT existing in the case of a mutual commercial purchase (purchase and work supply contracts) to inspect the deliveries after their delivery is limited to the inspection of externally visible transport damage and deviations in identity and quantity as well as other obvious defects. In this respect the supplier waives the objection of violation of the obligation to inspect according to § 377 para. 1 HGB. Notification of defects shall in any case be deemed timely if it is sent within five (5) working days from delivery of the supplies to IZT and is subsequently received by the supplier. In the case of hidden defects, this period shall run from their discovery.
- 9.9. Unless otherwise stipulated above, the warranty shall otherwise be governed by the statutory provisions.

10. Limitation

- 10.1. The limitation period for claims based on defects shall be thirty-six (36) months from the statutory commencement of the limitation period, unless a longer limitation period is provided by law.
- 10.2. In the event of subsequent performance by means of new delivery or new manufacture or rectification of defects, the limitation period shall recommence upon delivery of the new delivery or new manufacture or completion of the rectification work. This shall not apply insofar as acceptance is required for the new delivery or production or rectification of defects. In this case, the limitation period shall recommence once with the acceptance.
- 10.3. A notice of defect given by IZT within the limitation period shall suspend the limitation period until agreement has been reached between IZT and the supplier on the remedy of the defect and any consequences; however, the suspension shall end six (6) months after the final rejection of the notice of defect by the supplier. The limitation of claims for defects shall occur at the earliest three (3) months after the end of the suspension, but in no case before the expiry of the limitation period according to clause 10.1.

11. Property rights

- 11.1. The Supplier shall be liable for all claims arising from the infringement of copyrights and industrial property rights as well as applications for industrial property rights (hereinafter: "**Property Rights**") in the event of contractual use of the delivery items within the European Community, the European Economic Area as well as in the USA. Liability for other countries can be agreed on an individual basis.
- 11.2. The supplier shall indemnify IZT and its customers against all claims arising from the use of such property rights.
- 11.3. The contracting parties undertake to inform each other without delay of any risks of infringement and alleged cases of infringement that become known and to give each other the opportunity to counteract any such claims by mutual agreement.
- 11.4. The supplier shall notify IZT of the use of published and unpublished proprietary and licensed property rights to the delivery item.

12. Cancellation

- 12.1. In the case of continuing obligations / successive delivery contracts, IZT may, insofar as a right of rescission is provided for by law or in these terms and conditions, terminate the contract without notice in lieu thereof.
- 12.2. The goods/services already produced and free of defects shall be returned to IZT at its request at the agreed price or at reasonable parts thereof.

13. Indemnification from third party claims

- 13.1. Without prejudice to any other claims, the supplier shall indemnify IZT and its

affiliates, legal representatives, officers and employees against all claims for damages by third parties - irrespective of the legal grounds - due to defective deliveries by the supplier, in particular those arising from product and producer liability, or due to the infringement of industrial property rights or copyrights in connection with deliveries by the supplier, insofar as the supplier is responsible for the defect in the deliveries or the infringement of property rights. In this respect, the supplier shall also be obliged to reimburse IZT for all costs and expenses, including costs of legal prosecution, which arise because IZT is obliged to recall a product, issue a warning or otherwise inform IZT's customers or third parties due to a defect in the supplier's deliveries, unless the supplier is not responsible for this defect. IZT shall inform the supplier about the content and scope of recall measures - as far as possible and reasonable. In all other respects, the supplier shall be liable in accordance with the statutory provisions.

- 13.2. Insofar as the supplier is responsible for product damage within the meaning of the Product Liability Act, it shall be obliged to indemnify IZT upon first request against claims for damages by third parties to the extent and to the extent that the cause lies within its sphere of control and organization and it is liable in relation to third parties.
- 13.3. The supplier shall assist IZT or its customers in any legal dispute in the event of a claim by third parties in the cases of clauses 13.1. and 13.2. and, at the request of IZT, enter into such a legal dispute at its own expense. IZT shall not be entitled to reach any agreements with the third parties, in particular to conclude a settlement, without the prior consent of the supplier.
- 13.4. The supplier undertakes to maintain a business liability insurance with sufficient coverage . Upon IZT's request, the supplier shall present such insurance.

14. Force majeure

- 14.1. Events of force majeure shall entitle IZT to postpone the fulfillment of its obligations by the duration of the hindrance caused by the force majeure and a reasonable start-up time. Events of force majeure shall be deemed to include all events for which IZT is not responsible and which cannot be averted, in particular monetary, trade policy, other sovereign measures, strikes, lockouts, pandemics, cyber attacks, significant operational disruptions (e.g. fire, machine breakdown, shortage of raw materials or energy) as well as obstruction of traffic routes and supply chains (in each case of more than short-term duration), which make the performance of IZT's obligations significantly more difficult or impossible. If events of force majeure or events equivalent thereto last for at least two (2) months, both IZT and the supplier shall be entitled to withdraw from the contract. IZT shall inform the supplier as soon as possible of the occurrence and end of such events.
- 14.2. IZT shall be released from the obligation to accept the ordered delivery/service in whole or in part and shall be entitled to withdraw from the contract in this respect if the delivery/service can no longer be utilized by IZT - taking into account economic aspects - due to the delays caused by force majeure within the meaning of Section 14.1.

15. Technical documentation, tools, production equipment

- 15.1. Technical documents, tools, drawings etc. originating from IZT constitute intellectual property and are subject to IZT's copyrights. Insofar as it is necessary for the processing of the order, IZT grants a time-limited, non-exclusive right of use to the aforementioned copyright. The right of use shall end as soon as the order has been completed or the supplier has received a notice of withdrawal/termination from IZT.
- 15.2. Technical documents, tools, drawings etc. provided by IZT shall remain the exclusive property of IZT. They shall be returned to IZT, including any copies made, immediately after execution of the order or after receipt of a notice of

termination/cancellation; in this respect the supplier shall not be entitled to assert a right of retention.

- 15.3. The supplier may only use the items mentioned in clause 15.1. for the execution of the order and may not transfer or otherwise make them accessible to unauthorized third parties. Any copying or reproduction is only permitted to the extent that it is necessary for the execution of the order placed by IZT.
- 15.4. If the supplier manufactures the items specified in Clause 15.1 for IZT in whole or in part at IZT's expense, Clauses 15.1. to 15.3. shall apply accordingly. IZT shall acquire co-ownership of these items in accordance with its assumed share of the manufacturing costs. The supplier shall store these items for IZT free of charge. However, IZT may at any time acquire the rights in relation to the item with reimbursement of expenses not yet amortized and demand return of the item from the supplier.

16. Provision of material

- 16.1. All materials, execution documents, drawings, devices, tools, models and other objects (hereinafter: "**Provisions**"), which IZT provides to the supplier for the execution of the contract, shall remain the property of IZT. The supplier shall identify them as the property of IZT, store them carefully, insure them to a reasonable extent against theft, fire, water and burglary damage and use them only for the purposes of the contract. The provision of § 690 BGB shall not apply. The costs of their maintenance and repair shall be borne by IZT and the supplier - in the absence of any other agreement - in equal shares. However, insofar as these costs are attributable to defects in the items manufactured by the supplier or to improper use or improper safekeeping on the part of the supplier, they shall be borne solely by the supplier. The supplier shall notify IZT without delay of any damage to such supplies which is not merely insignificant. They are to be returned immediately upon IZT's request - at the latest, however, after execution of the contract. The transfer to third parties is not permitted. The supplier shall not acquire any further rights to the

materials provided. IZT reserves all rights to drawings made according to its specifications and to processes developed by it.

- 16.2. Material provided by IZT shall remain the property of IZT and shall be stored by the supplier free of charge and with the care of a prudent businessman separately from other items of the supplier. It may only be used for the execution of the order placed by IZT.
- 16.3. The supplier shall only be entitled to process and combine the materials provided, insofar as a corresponding authorization does not result from the purpose of the contract, with the prior written consent of IZT. The processing of the materials provided by the supplier shall be carried out for IZT as manufacturer without obligating IZT. In the event of processing or combination of the materials provided with other items not owned by IZT, IZT shall always acquire co-ownership of the new item in the ratio of the value of the materials provided to the value of the other goods used. If IZT's ownership of the provided goods expires due to combination, the supplier shall already now transfer to IZT the ownership rights to which it is entitled in the new stock or the new item to the extent of the value of the provided goods and shall store them for IZT free of charge. The (co-)ownership rights arising hereunder shall be deemed to be provisions within the meaning of these terms and conditions.

17. **Secrecy**

- 17.1. The supplier shall keep confidential from third parties all technical, operational and business information received from IZT within the scope of or in connection with a contract for Supplies which a prudent businessman would consider confidential, in particular know-how and trade secrets, (hereinafter: "**Confidential Information**") to be kept secret from third parties, unless the Confidential Information (a) is generally known or becomes generally known without the supplier having breached such confidentiality obligations, (b) was demonstrably already lawfully known to the supplier prior to receipt and without any obligation to maintain confidentiality, (c) is lawfully disclosed to the

supplier by third parties without any obligation to maintain confidentiality, or (d) to the extent that IZT has previously agreed in writing to a disclosure of the Confidential Information. The confidentiality obligation shall apply irrespective of how the respective Confidential Information was made available, whether orally, in writing or in any other way. The confidentiality obligation also applies to designs, drawings, descriptions, specifications, electronic media, software and corresponding documentation, samples and prototypes.

- 17.2. Confidential Information may only be used, reproduced and exploited by the supplier in connection with and for the purposes of the contractual relationship concluded with IZT and may only be made accessible to such persons in the supplier's business operations who must necessarily be involved in its use for the purpose of the supplies to IZT and who, prior to disclosure of the Confidential Information, are obliged to maintain confidentiality in a comparable manner to these regulations. The supplier undertakes to take all necessary measures to ensure that Confidential Information is not made accessible to third parties without the express prior written consent of IZT. Upon IZT's request, all Confidential Information originating from IZT shall be returned to IZT in full without delay or, if technically possible, destroyed.
- 17.3. The supplier may disclose Confidential Information insofar as it is obliged to do so due to an official or judicial order or mandatory legal provisions or insofar as this is necessary to enforce its rights under the contract concluded with IZT. If the supplier is obligated to disclose Confidential Information, it shall notify IZT without undue delay so that IZT is in a position to take appropriate steps, if necessary together with the supplier, to protect the confidentiality of the Confidential Information to be disclosed. In any event, the supplier shall use reasonable efforts to obtain assurance of the confidential treatment of the Confidential Information. Confidential Information disclosed in this manner shall be marked as "Confidential" or, if applicable, with another appropriate marking such as "Personal & Confidential" or similar.
- 17.4. The confidentiality obligation under this Section 17 of these Terms and

Conditions of Purchase shall apply for a period of five (5) years after termination of the contractual relationship, regardless of the reason for termination.

- 17.5. The manufacture for third parties of products specially manufactured for IZT as well as their display, publications about the subject matter of deliveries commissioned by IZT as well as references to third parties to an order placed by IZT shall require the express prior written consent of IZT.

18. Foreign trade regulations

- 18.1. The parties are aware that the Supplies may be subject to export and import restrictions. In particular, there may be licensing requirements or the use of the Supplies may be subject to restrictions abroad. The Supplier shall comply with applicable export and import control regulations, customs and foreign trade regulations and correspondingly relevant laws, regulations and requirements (hereinafter: "**Foreign Trade Regulations**") and shall ensure that all import and export licenses or permits required for the fulfillment of its obligations are obtained.
- 18.2. The supplier must immediately provide IZT in writing with all information and data that IZT or the respective customer of IZT requires in order to comply with all foreign trade regulations. For each shipment, the supplier must provide IZT with at least the following export control information and foreign trade data:
- eight-digit customs tariff number of the goods to be delivered;
 - the country of origin (non-preferential origin);
 - on request of IZT: supplier's declaration on preferential origin; other preferential proofs;
 - if the delivered goods are subject to restrictions according to an applicable foreign trade regulation (e.g. EU Dual-Use List of Goods / US Commerce Control List), more details incl. the corresponding goods list number.

- 18.3. The supplier shall provide IZT with the necessary export control information and foreign trade data as early as possible, in the case of goods or services requiring an export license at the latest with the written order confirmation. In all other cases, the required export control information and foreign trade data shall be provided to IZT no later than three (3) business days prior to shipment of the Supplies. If the information and data cannot be provided in time, the delivery/contract shall be deemed not to have been fulfilled. Should a delivery be subject to export restrictions in whole or in part due to national or international regulations, the supplier shall inform IZT thereof without delay.
- 18.4. The supplier shall indicate the origin of the goods (Country of Origin) in the commercial documents (in particular on the delivery bill and invoice) and, at the request of IZT, provide a certificate of origin or a certificate of origin on the origin of the supplies or a (long-term) supplier's declaration free of charge.
- 18.5. Deliveries shall comply with the origin conditions of bilateral or multilateral preferential agreements or the unilateral origin conditions of the generalized system of preferences for beneficiary countries (GSP), provided that the deliveries are within the scope of these commodity trades.
- 18.6. The fulfillment of the contract by IZT is subject to the proviso that there are no obstacles to fulfillment due to foreign trade regulations or embargoes and/or other comparable sanctions, sanction laws or legal regulations that impede fulfillment, in particular due to the content of the delivery or the respective contract, the supplier or due to the receiving country. Sanction laws include all laws, regulations and sanction measures (trade and economic restrictions) against countries, persons/groups of persons or companies, including measures imposed by the United Nations, the European Union and the member states of the European Economic Area. Should it become apparent after the order has been placed that the delivery or provision of the contractual goods or services is prohibited under the respective applicable sanction laws, IZT shall have the right unilaterally not to fulfill its contractual obligations for the duration of the validity of the respective applicable sanction laws or to

adjust the contract in such a way that the respective applicable sanction laws are complied with. If this is excluded or if the prohibition lasts longer than four (4) weeks from the effective date, IZT is unilaterally entitled to terminate the contract extraordinarily.

19. General provisions

- 19.1. These Terms and Conditions of Purchase and the legal relations between IZT and the supplier arising out of and in connection with the respective contractual relationship shall be governed by the laws of the Federal Republic of Germany, excluding its conflict of laws rules and excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Sales Convention).
- 19.2. The exclusive place of jurisdiction for all disputes arising from and in connection with the contractual relationship between IZT and the supplier shall be Erlangen (Germany), provided the supplier is a merchant. IZT shall also be entitled to sue the supplier at its general place of jurisdiction or at any other competent court.
- 19.3. The place of performance for deliveries without installation and assembly is the place of delivery specified by IZT. The place of performance for deliveries with installation and assembly is the place where the deliveries are to be installed and assembled. The place of performance for subsequent performance shall be the location of the respective deliveries, in case of doubt the place of delivery specified by IZT.
- 19.4. The Supplier shall continue to fully and unconditionally perform all of its contractual obligations notwithstanding the pendency of any litigation or related proceedings.
- 19.5. The supplier shall perform the supplies and services as an independent supplier on arm's length terms. The relationship of the parties shall in no case

be construed as that of principal/agent, employer/employee, partnership, joint venture or similar relationship. the supplier shall not represent itself as being or acting on behalf of IZT.

- 19.6. If one of the contracting parties ceases to make payments or if insolvency proceedings are instituted against its assets, the other party shall be entitled to withdraw from the contract for the unfulfilled part.
- 19.7. If the Supplier has its registered office outside the European Union or the European Economic Area, the contracting parties agree that all disputes arising out of or in connection with the contracts concluded between the parties or concerning the validity of the contracts shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC). The arbitration proceedings shall be conducted in English.
- 19.8. Should any provision of these terms and conditions and the further agreements made be or become invalid, this shall not affect the validity of the remainder of the contract. The contracting parties shall be obliged to replace the invalid provision with a provision that comes as close as possible to it in terms of economic success.