

## Terms and Conditions of Purchase

Status: March 2023

### 1. Scope of application, order and order confirmation

- 1.1. These Terms and Conditions of Purchase apply to all contracts for the purchase of goods and the procurement of works and services between Yunex GmbH, Otto-Hahn-Ring 6, 81739 Munich ("Purchaser") and the sellers, service providers and other service providers ("Suppliers").
- 1.2. The Purchaser may revoke the order if the Supplier has not accepted it in writing within two weeks of receipt (order confirmation).
- 1.3. Deviations, amendments or additions to the order by the order confirmation shall only become part of the contract if they are confirmed by the Purchaser in writing. In particular, the Purchaser shall only be bound by the Supplier's general terms and conditions to the extent that they are consistent with these Terms and Conditions of Purchase or the Purchaser has agreed to them in writing. The acceptance of deliveries or services as well as payments do not constitute consent.
- 1.4. Provisions in other documents of the Supplier (e.g. specifications, data sheets, technical documentation, advertising material, order confirmation or delivery notes) which deviate from these Terms and Conditions of Purchase (e.g. on legal conditions, liability, restrictions on use) shall not apply.

### 2. Provision of services, subcontracting of orders to third parties, deployment of personnel

- 2.1. The Supplier shall perform the services with the utmost care, taking into account the current state of science and technology, in order to achieve the best possible result. The Supplier shall comply with the Purchaser's specifications and shall notify the Purchaser without undue delay if, in the Supplier's opinion, changes to the contractual services are possible which would lead to an improvement. In this case, clauses 6.3 and 6.4 shall apply.
- 2.2. The Supplier is obliged to maintain a quality management system (e.g. according to DIN EN ISO 9001).
- 2.3. The Supplier shall perform the contractual services himself or through his own employees on his own responsibility. The passing on of orders to third parties or the awarding of subcontracts shall be inadmissible without the prior written consent of the Purchaser and shall entitle the Purchaser to withdraw from the contract in whole or in part and to claim damages. The Purchaser shall not be entitled to issue instructions under labour law or disciplinary instructions to the Supplier or its employees. For non-German employees, the Supplier shall provide evidence of the existence of the required work permit at the request of the Purchaser.
- 2.4. The Supplier shall ensure that only personnel who are not included in the relevant sanctions lists are deployed for the performance of the contractual services. This applies in particular to the "Consolidated Financial Sanctions List" (CFSL) of the European Union, the lists published by the U.S. Department of Commerce (Bureau of Industry and Security B.I.S.) and the U.S. Department of Treasury (Office of Foreign Assets Controls OFAC).
- 2.5. The Supplier shall be free in the performance of its services and in the allocation of working time. The Supplier shall only perform the contractual services on the Purchaser's premises insofar as this is absolutely necessary for the proper execution of the order and this has been agreed in writing in advance. In this case, the Purchaser shall make suitable premises available to the Supplier.
- 2.6. The Supplier shall be responsible for the fulfilment of the legal, authority and trade association requirements for the deployment of personnel. In particular, the Supplier shall ensure that the statutory and, if applicable, applicable collective wage agreement requirements regarding remuneration (including the applicable provisions regarding the minimum wage) as well as the obligations to pay taxes and social security contributions are fulfilled, that all statutory and trade law requirements and occupational health and safety requirements are complied with and that only employees are deployed who have any required residence permits or EU work permits and are properly insured for social security and accidents. In the event of the deployment of third parties as well as of further third parties deployed by them, the Supplier shall equally ensure the fulfilment of these requirements. Upon request, the Supplier shall provide the Purchaser with corresponding written evidence, including evidence of the third parties' compliance with these obligations.
- 2.7. The Supplier shall indemnify the Purchaser against any claims arising from a breach of the obligations under this Clause 2 by the Supplier or by third parties. Further rights of the Purchaser shall remain unaffected.

In particular, a breach of an obligation under this Clause 2 shall entitle the Purchaser to terminate the contract without notice.

### 3. Rights of use

- 3.1. The Supplier shall grant the Purchaser the worldwide, unlimited, non-exclusive, transferable right to use the supplies and services as well as the standard software and the associated documentation.
- 3.2. The Purchaser, the companies and distributors associated with the Purchaser within the meaning of Section 15 of the German Stock Corporation Act (AktG) shall be authorized, in addition to the right granted in Clause 3.1, to allow end customers to transfer the individual licenses.
- 3.3. The Supplier shall inform the Purchaser in good time, at the latest when confirming the order, whether its deliveries contain open source components. That means software, hardware or other information which is provided to any user free of charge with the right to edit or distribute on the basis of a corresponding license (e.g. GPL, LGPL or MIT license).
- 3.4. If the Supplies contain open source components, the Supplier shall comply with the obligations of all applicable open source licenses and shall grant the Purchaser all rights and provide the Purchaser with all information necessary to comply with such license obligations. In particular, the Supplier must deliver the following to the Purchaser immediately after order confirmation:
  - A document listing all the open source included components and their versions, all applicable license texts and copyright or author references with appropriate structure and table of contents, as well as
  - the complete source code of the open source software used, including scripts and information on the development environment, if required by the applicable licenses.
- 3.5. The Supplier shall inform the Purchaser in writing in good time, at the latest when confirming the order, if open source licenses used by the Supplier are subject to a copyleft effect which may affect the Purchaser's products if used as intended. This shall be the case if the license conditions of the open source components used by the Supplier require that the Purchaser's products or works derived from them may only be distributed under the conditions of the open source license conditions, e.g. with disclosure of the source texts. If this is the case, the Purchaser shall be entitled to revoke the order within two weeks after receipt of the complete information.
- 3.6. The results of the services rendered individually for the Purchaser (hereinafter referred to as "Results") shall become the property of the Purchaser upon their creation, namely in their respective processing state. The Supplier shall keep the results in safe custody for the Purchaser until they are handed over. Insofar as the Results are protected by copyrights or other non-transferable rights and the Purchaser cannot become the owner of these rights for legal reasons, the Supplier shall grant the Purchaser the exclusive, transferable, sub-licensable, worldwide right, unlimited in terms of content and time, to use, reproduce, change and, also in a form processed by him, to make publicly accessible, publish or exploit the Results himself or through third parties.
- 3.7. Insofar as the Purchaser and/or a third party having a contractual relationship with the Purchaser requires methods, procedures, management tools, concepts, ideas and other know-how ("Background Know-How") developed or acquired by the Supplier in order to be able to use the results, the Supplier hereby grants the Purchaser a non-exclusive, transferable, unrestricted, worldwide, unlimited, free-of-charge right of use to the Background Know-How, which also includes the right to sub-license.
- 3.8. If the results contain protectable inventions, ideas or protectable manifestations (designs), the Purchaser shall be entitled to apply for industrial property rights in any country at its own discretion and under its own name, to maintain such rights or to drop them at any time. To the extent necessary, the Supplier shall assist the Purchaser in filing the application; the Supplier shall refrain from doing anything which could hinder the application and efficient exploitation of the rights by the Purchaser. The property rights arising from such applications shall belong to the Purchaser.
- 3.9. Unless otherwise agreed in individual cases, the Supplier shall refrain from being named as the author within the scope of the results achieved.
- 3.10. The Supplier undertakes to ensure that any inventions or ideas arising in the course of the performance of the services are transferred to the Purchaser at no cost to the Purchaser.

- 3.11 The Supplier shall ensure by contract in relation to its employees, freelancers or third parties, insofar as he makes use of them in the performance of services in compliance with Clause 2.3, that the rights under Clauses 3.6, 3.7 and 3.8 belong exclusively and for an unlimited period to the Purchaser and are not affected by the termination of the contracts between the Supplier and the third parties. Otherwise, the Supplier shall compensate the Purchaser for all damages and expenses arising therefrom, including the costs of reasonable legal defense, and shall indemnify the Purchaser to this extent against claims of third parties, unless the Supplier is not responsible for this.
- 4. Software-related services**
- 4.1 If the Supplier creates or adapts software for the Purchaser, the Supplier shall hand over to the Purchaser all associated documents as well as the source and object code.
- 4.2 For software-related services
- 4.2.1 the Supplier shall, at the request of the Purchaser, support the Purchaser in the installation of the created/adapted software and shall maintain the software. Insofar as such support and maintenance services are not covered by the contract, the Purchaser and the Supplier shall agree on an appropriate remuneration;
- 4.2.2 the Supplier is obliged to use secure software development methods and coding formats which correspond to the state of the art (e.g. OWASP standard);
- 4.2.3 the Purchaser shall have the right to inspect compliance with the obligations under this Clause 4 and Clause 23 at the relevant locations of the Supplier once a year without giving reasons and, in the event of reasonable suspicion of a breach of these Terms and Conditions of Purchase, at any time after reasonable prior notice.
- 5. Third party rights**
- 5.1 The Supplier warrants that there are no third party proprietary rights which conflict with the intended use of the supplies and services by the Purchaser and that no further licenses, authorizations, consents or payments in connection with third party proprietary rights are required in order for the Purchaser to be able to use the supplies and services as intended.
- 5.2 The Supplier shall indemnify the Purchaser without limitation against all actions, claims, costs, charges, losses, demands, damages and expenses incurred by the Purchaser as a result of the infringement or alleged infringement of any third party intellectual property rights. The Supplier shall, at its own option and expense, either: (a) modify or replace the supplies or services in such a way that the infringement or alleged infringement of third party rights is avoided, but the supplies or services continue to comply with the requirements; or (b) obtain for the Purchaser the right to (further) use the supplies or services in accordance with the contractual agreement.
- 5.3 If the Supplier fails to remedy the infringement of third party rights under this Clause 5 within a reasonable period of time, the Purchaser shall be entitled, at its own discretion, to rescind the contract and to claim damages or a corresponding reduction of the purchase price and/or the license fee.
- 6. Change request; additional expenses for works and services**
- 6.1 The Purchaser is entitled to change the requirements for the contractual services as well as other contractual conditions in accordance with the following change request process.
- 6.2 The Purchaser shall notify the Supplier of its wishes to amend and/or supplement the contract in writing or in text form ("Change Request").
- 6.3 The Supplier shall inform the Purchaser in writing or in text form no later than seven working days after receipt of the Change Request whether and how the change request affects the respectively agreed schedule, the remuneration and/or other contractual conditions and shall submit an offer to the Purchaser for the implementation of the Change Request. If the implementation of the Change Request leads to changes in the remuneration or the schedule, these shall be determined on the basis of the original calculation basis. The obligation to submit an offer does not exist if the Change Request is unreasonable for the Supplier.
- 6.4 If the Purchaser accepts the offer in writing or in text form, the Change Request shall become part of the contract and shall amend and/or supplement it, e.g. with regard to the services to be provided, the schedule and the remuneration.
- 6.5 If the Supplier is of the opinion that the Purchaser's requirements or other circumstances for which the Purchaser is responsible will lead to an increase in the amount of work and/or will have an effect on the agreed deadlines and/or the remuneration, or if the Supplier considers changes to the contractual services and/or other contractual conditions to be necessary or expedient, the Supplier shall notify the Purchaser thereof in writing or by e-mail without delay. In this case, Clauses 6.3 and 6.4 shall apply, whereby the offer shall be submitted at the same time as the notification.
- 6.6 Additional expenses shall only be reimbursed and additional remuneration shall only be paid if payment has been expressly agreed in writing or in text form in accordance with Clause 6.4. The Supplier may only invoke a postponement of the agreed dates due to hindrance if the Supplier has duly notified the Purchaser in good time in accordance with Clause 6.5.
- 7. Duty to provide information for works and services**
- 7.1 Unless expressly agreed otherwise, the Supplier shall keep the Purchaser informed of the progress of the work undertaken for the Purchaser. At the request of the Purchaser, the Supplier shall allow the Purchaser to inspect the documentation of the works and services.
- 8. Cooperation between the contracting parties**
- 8.1 Each contracting party shall name a competent person to the other who is authorized to make decisions related to the provision of the agreed services.
- 8.2 The Supplier's contact person shall receive from the Purchaser all texts, documents, information and data in the agreed data format required for the provision of services from the Purchaser's point of view and available to the Purchaser, insofar as these are not otherwise accessible to the Supplier. If the Supplier considers the information to be insufficient, the Supplier shall inform the Purchaser thereof without delay.
- 8.3 Insofar as the Supplier's services also include the creation or revision of training documents, the Supplier shall only use these within the scope of a training course after the documents have been released by the Purchaser.
- 8.4 The advertising, offer or sale of the results of the services (see Clause 3) shall only take place with the express written consent of the Purchaser.
- 9. Time of performance, contractual penalty in case of default, delay**
- 9.1 The timeliness of deliveries without installation or assembly as well as of services which are not subject to acceptance shall be determined by the date of receipt at the place of destination/delivery named by the Purchaser in accordance with Incoterms ® 2020; the timeliness of deliveries with installation or assembly shall be determined by their acceptance. The timeliness of services shall be determined by the agreed date of performance or, insofar as services are subject to acceptance, by their acceptance.
- 9.2 In the event of a delay in a delivery or service or parts thereof or in a supplementary performance, the Purchaser must be informed immediately and his decision obtained.
- 9.3 If the Supplier is in delay, the Purchaser shall be entitled to charge a contractual penalty of 0.3 % (zero point three per cent) for each commenced working day of delay, but not more than 5 % (five per cent) of the total contract sum. If the corresponding reservation is not made when accepting the deliveries, services or subsequent performance, the contractual penalty can still be asserted if the reservation is declared until the final payment.
- 9.4 If the Supplier is responsible for exceeding binding interim deadlines (contract periods), the basis for assessment shall be the Supplier's performance to be rendered up to the interim deadline. Contractual penalties for the Overruns of interim deadlines shall be offset against a contractual penalty for exceeding the final deadline.
- 9.5 If the Supplier is in default with regard to a fixed date, the Purchaser shall be entitled to demand a contractual penalty in the amount of 5 % (five per cent) of the order sum agreed for this date and/or to withdraw from the contract.
- 9.6 The above provisions on the contractual penalty do not release from the obligation to deliver and perform. The contractual penalty can still be asserted if the reservation to assert the contractual penalty is declared until the final payment.
- 9.7 Further or other legal claims of the Purchaser shall remain unaffected.
- 10. Transfer of risk, dispatch, place of performance, transfer of ownership**
- 10.1 In the case of deliveries without installation or assembly, the risk shall pass upon acceptance by the Purchaser at the named place of destination/delivery in accordance with Incoterms ® 2020, in the case of deliveries with installation or assembly and in the case of services which are subject to acceptance, upon acceptance. Unless otherwise agreed, DDP (named place of destination) Incoterms ® 2020 shall apply if (a) the Supplier's registered office and the place of destination are in the same country or if (b) the Supplier's registered office and the place of destination are both in the European Union. If the aforementioned conditions are not fulfilled, DAP (named place of destination) Incoterms ® 2020 shall apply in the absence of a deviating agreement.
- 10.2 Unless otherwise agreed, the costs of packaging in accordance with the requirements shall be covered by the agreed remuneration. Insofar as the transport costs are borne by the Purchaser, the readiness for shipment shall be notified immediately with the information pursuant to

Clause 10.3. At the request of the Purchaser, the Supplier shall be obliged to use a Yunex Routing Order Tool provided for the purpose of notification. The Supplier shall ship the supplies at the lowest possible cost, unless the Purchaser has specified a particular mode of transport or the conclusion of a contract of carriage by the Purchaser. Additional costs due to non-observance of shipping instructions or non-use of the Yunex Routing Order Tool shall be borne by the Supplier. If DAP/DDP (named place of destination) is agreed in accordance with Incoterms® 2020, the Purchaser may also determine the mode of transport. Any additional costs for an accelerated transport necessary to meet a delivery date shall be borne by the Supplier.

- 10.3 Each delivery shall be accompanied by packing slips or delivery notes stating the contents and the full order reference.
- 10.4 Insofar as the parties agree that the Supplier shall commission the transport of deliveries containing dangerous goods for the account of the Purchaser, the Supplier shall be obliged to provide the forwarding agent named by the Purchaser with the dangerous goods data required in accordance with the statutory provisions when the transport order is placed. In these cases, the Supplier shall also be responsible for the packaging, labelling, marking, etc. for the mode(s) of transport used in accordance with the law.
- 10.5 If the Purchaser informs the Supplier that further transport by another mode of transport is planned following a delivery, the Supplier shall also take into account the necessary dangerous goods regulations with regard to the further transport.
- 10.6 Ownership shall pass to the Purchaser upon handover or acceptance. Clause 3.6 remains unaffected.

## 11. Receipt and acceptance test

- 11.1 Upon receipt of the deliveries at the named place of destination, the Purchaser shall check without undue delay whether they correspond to the ordered quantity and type, whether there is any externally recognizable transport damage or externally recognizable defects.
- 11.2 If the Purchaser discovers a defect during the aforementioned inspections or later, the Purchaser shall notify the Supplier thereof.
- 11.3 Complaints may be made within one month of delivery or, if the defects are only noticed during processing or use, of their discovery.
- 11.4 The Purchaser shall not be obliged to carry out any further checks and notifications vis-à-vis the Supplier other than those mentioned above.
- 11.5 Work shall be subject to an acceptance test after provision by the Supplier. After completion of the acceptance test, the Purchaser shall declare acceptance of the performance in writing or in text form, provided that the performance is free from material defects. Acceptance by the Purchaser through use is excluded.

## 12. Payments, invoices

- 12.1 The invoices shall include the agreed ancillary costs, if any, and the statutory value-added tax, insofar as the services provided are subject to the Supplier shall be responsible for the proper income taxation of all payments and, if applicable, the remittance of turnover tax. The Supplier shall be responsible for the proper taxation of all payments for income tax purposes and, if applicable, for the payment of value added tax. Insofar as the services rendered by the Supplier are subject to turnover tax and have been properly invoiced by the Supplier, the Purchaser shall be prepared to pay the turnover tax due on the agreed remuneration. If the reverse charge procedure is applied to the services rendered by the Supplier, the Supplier shall issue the invoice without showing VAT and shall indicate this fact on the invoice by stating "Tax liability of the service recipient / reverse charge" on its invoice.
- 12.2 Unless otherwise agreed, payments shall be due within 30 (thirty) days net after complete and proper performance of the delivery or service. In the event of payment within 14 (fourteen) days, the Purchaser shall be entitled to a discount of 3 % (three percent). The payment period shall commence as soon as the delivery or service has been provided in full and the properly issued invoice has been received.
- 12.3 Invoices must state the order codes and the numbers of each individual item. Invoices are not payable if this information is missing. Copies of invoices shall be marked as duplicates. Insofar as payment by the hour has been agreed, the time sheets countersigned by the Purchaser shall be enclosed with the invoice.
- 12.4 Insofar as the Supplier has to provide material tests, test reports, quality documents or other documents, the completeness of the delivery or service also presupposes the receipt of these documents. Discount deduction is also permissible if the Purchaser offsets or withholds payments in an appropriate amount due to deficiencies.
- 12.5 Travel and waiting expenses of the Supplier shall only be reimbursed after written approval by the Purchaser.
- 12.6 Payments by the Purchaser shall not constitute recognition of the deliveries or services as being in accordance with the contract.

## 13. Liability for defects

- 13.1 The Supplier shall assume liability for defects for the contractual and defect-free condition as well as the defect-free function of the delivery and the performance incumbent upon it during the period stipulated in Clauses 13.3 and 13.4 of the deadlines specified. The Supplier shall also be obliged to bear all expenses incurred by the Purchaser within the scope of liability for defects, in particular installation, removal and transport costs.
- 13.2 In the event of a series defect (defect frequency markedly above the usually expected or stated values), the Purchaser may demand the replacement of all objects of performance of the series concerned free of charge, irrespective of whether the defect has already occurred in the individual object of performance or not. In addition, the Supplier shall reimburse the Purchaser for the additional costs and expenses incurred as a result of the series defect (in particular for incoming goods inspections, logistics, etc.).
- 13.3 Claims for material defects shall become statute-barred after 3 (three) years unless the law provides for longer periods.
- 13.4 Claims for defects of title shall become statute-barred after 5 (five) years unless the law provides for longer periods.
- 13.5 The limitation period shall commence with the passing of risk in accordance with Clause 10. In the case of deliveries to places where the Purchaser carries out orders outside its works or workshops, it shall not commence until acceptance by the Purchaser's principal, but no later than one year after the passing of risk.
- 13.6 The limitation period for claims based on defects shall be extended by the time during which the defective delivery or service cannot be used as intended.
- 13.7 Further or other claims of the Purchaser remain unaffected.

## 14. Inspection and information obligations of the Supplier

- 14.1 The Supplier shall be obliged to subject components provided by the Purchaser or delivered by its suppliers, manufacturers and other third parties (e.g. raw materials, building materials) to a proper incoming inspection to check for obvious and hidden defects and to notify its suppliers or - in the case of provision by the Purchaser - the Purchaser of any defects without delay.
- 14.2 The delivery of products free of defects in title is essential to the contract for the Purchaser. The Supplier therefore undertakes to check its deliveries or services to ensure that they are free of defects in title and to inform the Purchaser of any conflicting industrial property rights. A breach of these obligations is subject to the regular statutory limitation period.

## 15. Provision of materials, information

- 15.1 Materials and information provided by the Purchaser shall remain the property of the Purchaser. Provisions of material shall be stored separately by the Supplier free of charge, designated as the property of the Purchaser and managed. The use of materials and information provided by the Purchaser shall only be permissible for orders placed by the Purchaser. In the event of a culpable reduction in value or loss, the Supplier shall provide compensation, whereby the Supplier shall also be responsible for simple negligence. This shall also apply to the invoiced surrender of order-related material.
- 15.2 Processing or transformation shall be carried out for the Purchaser. The latter shall immediately become the owner of the new or transformed item. If this is not possible for legal reasons, the Purchaser and the Supplier agree that the Purchaser shall become the owner of the new item at any time of processing or transformation. The Supplier shall store the new item free of charge for the Purchaser with the care of a prudent businessman.

## 16. Product liability

- 16.1 Insofar as the Supplier is responsible for damage under the Product Liability Act (Produkthaftungsgesetz), the Supplier shall be obliged to indemnify the Purchaser against any claims for damages by third parties. This shall also apply if there is joint and several liability between the Purchaser and the Supplier vis-à-vis the injured third party in accordance with the Product Liability Act.
- 16.2 In addition, the Purchaser shall be entitled to reimbursement of all costs and expenses incurred in this context, in particular due to recall actions initiated by the Purchaser. The Purchaser shall inform the Supplier as far as possible and reasonable about the type and scope of recall actions.
- 16.3 The Purchaser shall inform the Supplier without delay of the validity of claims arising from product liability and shall neither make payments nor acknowledge claims without consulting the Supplier.
- 16.4 Further legal claims of the Purchaser remain unaffected.

## 17. Release of documents

The Supplier shall hand over all documents and other aids which the Supplier has received or created in connection with the order, including

copies, at the latest immediately after acceptance or handover of the results, or, if acceptance or handover is not possible due to the nature of the results, after performance of the agreed services.

## 18. Tools, patterns, samples, secrecy

18.1 Tools, patterns, samples, models, profiles, drawings, standard specification sheets, printing templates and materials provided by the Purchaser or manufactured for the Purchaser, as well as items manufactured thereafter, may neither be passed on to third parties nor used for purposes other than the contractual purposes without the written consent of the Purchaser. They shall be protected against unauthorized inspection or use. Subject to further rights, the Purchaser may demand these materials to be returned if the Supplier breaches these obligations.

18.2 The Supplier shall treat the results as well as the knowledge and experience, documents, tasks, business transactions or other information obtained from and about the Purchaser in the course of the provision of the supplies and services as confidential vis-à-vis third parties - even beyond the term of the contract - as long as and to the extent that these have not lawfully become generally known or the Purchaser has consented in writing to their disclosure in individual cases. The Supplier shall use this information exclusively for the purposes required for the performance of the services. The Supplier shall only make information available to those employees who require the information for the performance of their duties and shall ensure that these employees are also subject to a duty to treat this information confidentially. Insofar as the Purchaser has agreed to the transfer of orders to third parties, these must be obligated accordingly in writing.

18.3 The Supplier shall impose an obligation corresponding to this Clause 18 on those third parties it uses in the performance of the services in compliance with Clause 2.3.

## 19. Assignment

An assignment of claims is only permissible with the prior written consent of the Purchaser.

## 20. Cancellation, withdrawal and termination rights

20.1 In addition to the statutory rights of withdrawal, the Purchaser shall be entitled to withdraw from or terminate the contract in whole or in part if a) the Supplier is in default with a delivery or service and this default continues for more than two weeks after receipt of the reminder despite a reminder from the Purchaser or if b) the Purchaser cannot be expected to adhere to the contract for any other reason, in the person of the Supplier, taking into account the circumstances of the individual case and the interests of both parties, the Purchaser can no longer be expected to adhere to the contract, in particular if a significant deterioration in the financial circumstances of the Supplier occurs or threatens to occur and the fulfilment of a delivery and performance obligation towards the Purchaser is jeopardized as a result.

20.2 The Purchaser may cancel an order involving the provision of training services in whole or in part free of charge up to 14 (fourteen) days before the agreed training date. If a cancellation is made later, the Supplier shall be entitled to compensation for the expenses incurred by him as a result, which shall, however, be limited to the amount of the agreed order sum for the cancelled service.

20.3 The Purchaser is entitled to terminate a contract for the provision of a work or service at any time. In this case, the Purchaser shall remunerate the services rendered up to the termination of the contract. In addition, the Purchaser shall make a compensation payment in the amount of 5 % (five per cent) of the remuneration for the part of the performance not rendered. Further claims of the Supplier, such as for remuneration, reimbursement of costs and damages or compensation for other disadvantages due to the breach of contract, are excluded.

20.4 In the event of termination by the Purchaser, the Purchaser may make use of the equipment available for the continuation of the work or of supplies and services already provided by the Supplier against appropriate remuneration.

## 21. Code of Conduct for Supplier, Security in the Supply Chain, Cartel Damages

21.1 The Supplier is obliged to comply with the laws of the applicable legal system(s). In particular, the Supplier will not participate actively or passively, directly or indirectly, in any form of bribery, violation of the fundamental rights of his employees or child labour. The Supplier will also take responsibility for the health and safety of its employees in the workplace and comply with the applicable provisions of the Supply Chain Duty of Care Act (Lieferkettensorgfaltspflichtgesetz). In compliance with the applicable laws, the Supplier will also take appropriate measures to avoid the use of so-called conflict minerals and to create transparency about the origin of the corresponding raw materials. The Supplier is obliged to set up a complaints mechanism for its employees in order to be able to report possible violations of this Code of Conduct, and shall

promote and demand compliance with this Code of Conduct from its suppliers and those third parties it uses in the performance of services in compliance with Clause 2.3 to the best of its ability.

21.2 The Supplier undertakes to support to the best of its ability the Purchaser's efforts to ensure security in the supply chain, in particular to achieve and maintain the status of an Authorized Economic Operator (AEO) within the meaning of the WCO SAFE Framework of Standards, as well as the Purchaser's obligations under the Supply Chain Security Obligations Act. At the request of the Purchaser, the Supplier shall immediately submit a written security declaration provided by the Purchaser which, depending on the location of the Supplier, either complies with the requirements of the European Commission in accordance with the respective current AEO guidelines or the requirements of a comparable supply chain security initiative in accordance with the WCO SAFE Framework of Standards (e.g. C-TPAT) and send it to the Purchaser, unless the Supplier itself has the status of an AEO or a comparable status based on the WCO SAFE Framework of Standards and proves this by submitting a corresponding authorization or a corresponding certificate. The Supplier shall protect its deliveries and services to the Purchaser or to third parties designated by the Purchaser against unauthorized access and manipulation. The Supplier shall use only reliable personnel for such deliveries and services and shall oblige any subcontractors to also take appropriate measures.

21.3 If the Supplier violates applicable cartel law in connection with deliveries or services to the Purchaser by forming a cartel or by a similar anti-competitive act, the Supplier shall pay the Purchaser a lump-sum compensation amounting to 15 % (fifteen percent) of the total remuneration for the deliveries and services concerned in the relevant period.

21.4 Notwithstanding Clause 21.3, both parties shall be free to prove that the actual damage suffered by the Purchaser is higher or lower.

21.5 If the Supplier culpably breaches the obligations under this Clause 21, the Purchaser shall be entitled to withdraw from the contract or to terminate the contract without prejudice to further claims. Insofar as it is possible to remedy the breach of duty, this right may only be exercised after the fruitless expiry of a reasonable period for remedying the breach of duty. Further contractual or statutory claims and rights of the Purchaser shall remain unaffected.

## 22. Product conformity, product-related environmental protection including substance declaration, hazardous goods, occupational health and safety

22.1 If the Supplier supplies products which are subject to statutory and other legal requirements with regard to their placing on the market and further marketing in the European Economic Area or to corresponding requirements in other countries of use notified by the Purchaser, the Supplier shall ensure that the products comply with these requirements at the time of the passing of risk. The Supplier shall also ensure that all documents and information required to prove the conformity of the products with the applicable requirements are made available to the Purchaser without delay upon request.

22.2 If the Supplier delivers products whose product components are listed in the "List of Declarable Substances" ([www.bomcheck.net/suppliers/restricted-and-declarable-substances-list](http://www.bomcheck.net/suppliers/restricted-and-declarable-substances-list)) currently valid at the time of the order or which are subject to material restrictions and/or material information obligations due to laws (e.g. REACH, RoHS), the Supplier shall declare these substances together with the required information at the latest at the time of the first delivery. The foregoing shall apply with regard to laws only insofar as these apply at the place of business of the Supplier or the Purchaser or at the place of destination designated by the Purchaser.

22.3 If the delivery contains goods which are to be classified as dangerous goods in accordance with the international regulations, the Supplier shall inform the Purchaser of this at the latest with the order confirmation in a form agreed between the Purchaser and the Supplier. The requirements for dangerous goods in Clauses 10.4 and 10.5 shall remain unaffected by this.

22.4 The Supplier is obliged to comply with all statutory and contractual accident prevention and occupational health and safety regulations. The Supplier shall ensure that there is no risk to the health and safety of the personnel employed by him and his direct and indirect subcontractors to perform the services.

## 23. Data protection, information security/cybersecurity

23.1 Insofar as the Supplier obtains access to personal data in the course of providing the service, the Supplier shall observe the statutory provisions on data protection and enable the Purchaser to inform itself about compliance. The Supplier undertakes to oblige employees (including employees and freelancers) who are entrusted with the processing of personal data to maintain the confidentiality of the data processing.

- 23.2 Insofar as the Supplier provides services on the Purchaser's premises or has access to the Purchaser's IT systems, the attached policy "Regulations for Business Partners of Yunex" shall apply in addition. Access by the Supplier to the IT systems of the Purchaser always requires the Purchaser's express prior consent in writing or in text form and the Supplier's agreement to the aforementioned policy.
- 23.3 The Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of the Supplier's operations and its supplies and services. These measures shall be customary in the industry and shall include an appropriate information security management system in accordance with standards such as ISO/IEC 27001 or IEC 62443 (as applicable).
- 23.4 "Supplier's Operations" means all goods, processes and systems (including information systems), data (including purchaser data), personnel and sites temporarily used or processed for the performance of this contract.
- 23.5 If deliveries or services include software, firmware or chip sets,
- 23.5.1 the Supplier shall implement appropriate industry standards, processes and methods in accordance with standards such as ISO/IEC 27001 or IEC 62443 (as applicable) to prevent, identify, assess and remediate any vulnerabilities, malicious code and security related events in the supplies and services;
- 23.5.2 the Supplier shall offer repair, update, upgrade and other maintenance services and provide patches to eliminate vulnerabilities for the period of a reasonable lifetime of the supplies and services;
- 23.5.3 the Supplier shall provide the Purchaser with a parts list showing all third-party software components used in the supplies and services. Third-party software components must be up to date at the time of delivery;
- 23.5.4 the Purchaser shall be entitled, but not obliged, to test the supplies and services for malicious code and vulnerabilities at any time itself or through third parties, in which case the Supplier shall support the Purchaser in an appropriate manner;
- 23.5.5 the Supplier shall provide the Purchaser with a contact for information security issues (available during business hours).
- 23.6 The Supplier shall inform the Purchaser without undue delay of all security-relevant events which have occurred or are suspected to have occurred and which affect the Supplier's operations or the supplies or services if and to the extent that the Purchaser is actually or probably materially affected thereby.
- 23.7 The Supplier shall take appropriate measures to impose obligations on its subcontractors and suppliers equivalent to the obligations in this Clause 23 within a reasonable period of time.
- 23.8 At the request of the Purchaser, the Supplier shall confirm its compliance with the provisions of this Clause 23 by written evidence, including generally accepted test reports (for example SSAE-18 SOC2 Type II).
- 24. Export control and foreign trade data**
- 24.1 The Supplier shall comply with all requirements of the applicable national and international customs and foreign trade law ("Foreign Trade Law"). The Supplier shall notify the Purchaser in writing of all information and data required by the Purchaser to comply with Foreign Trade Law in the event of export, import and re-export at the latest two weeks after the order and without delay in the event of changes, in particular:
- all applicable export list numbers including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN);
  - the statistical commodity code according to the current commodity classification of foreign trade statistics and the HS (Harmonized System) Code, and
  - country of origin (non-preferential origin) and, if requested by the Purchaser, declarations for preferential origin (for European suppliers) or certificates for preferential origin (for non-European suppliers).
- 25. Reservation clause**
- The performance of the contract on the part of the Purchaser is subject to the proviso that there are no obstacles to performance on the basis of national or international regulations of foreign trade law and no embargoes and/or other sanctions.
- 26. Designation as reference customer**
- The Supplier undertakes, only with the prior written consent of the Purchaser, to name the Purchaser as a reference customer and/or to advertise products which it has developed for the Purchaser within the framework of the contractual relationship with the Purchaser and/or to issue press releases or other public announcements within the framework of the contractual relationship.
- 27. Supplementary provisions**
- 27.1 Insofar as the Terms and Conditions of Purchase do not contain any provision, the statutory provisions shall apply.
- 27.2 If the Supplier breaches its obligations under these Conditions of Purchase, in particular under Clauses 2, 3, 4, 9, 13, 14, 21, 22, 23 and 24, it shall bear all expenses and damages incurred by the Purchaser as a result, unless the Supplier is not responsible for the breach of obligation.
- 28. Place of jurisdiction, applicable law**
- 28.1 German substantive law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980. The exclusive place of jurisdiction is Munich.