

## General Terms and Conditions of Purchase

This is an English translation of the German text (please refer to <https://exytechnology.gmbh/terms-conditions/> and click on "Allgemeine Einkaufsbedingungen"), the German text being the sole authoritative version.

### A. GENERAL AGREEMENTS

#### 1. Scope

- 1.1 All present and future Purchase Orders (as defined further below) by Exyte Technology GmbH (hereinafter referred to as "Exyte") shall be governed exclusively by the following General Terms and Conditions of Purchase in the version valid at the time when the Purchase Order is placed, even if they are not expressly referred to in individual cases.
- 1.2 The general terms and conditions of the Supplier shall not apply even if Exyte does not separately object to their validity in individual cases. This shall also apply if the Supplier and/or Exyte (collectively referred to hereinafter as "the Parties") refer to a document which contains terms and conditions of the Supplier or makes reference to such terms and conditions. Corresponding terms and conditions shall only apply insofar as they have been expressly agreed and acknowledged by Exyte in writing. This shall apply even if Exyte accepts deliveries without reservation in the knowledge of amendments or conflicting or deviating terms and conditions of the Supplier.
- 1.3 Contradictions, inconsistencies and/or omissions must primarily be resolved by interpreting the contractual basis as a meaningful whole. If such an interpretation is not possible or does not lead to a sufficiently clear result, the agreements in the Purchase Order shall take precedence over the agreements in the present General Terms and Conditions of Purchase, and the agreements in the present General Terms and Conditions of Purchase shall take precedence over the remaining appendices. If there are still contradictions, inconsistencies and/or omissions, Exyte shall have the right to determine performance in accordance with Section 315 of the German Civil Code (BGB).

#### 2. Purchase Orders

- 2.1 Requests for quotations by Exyte shall be deemed as a non-binding request for the submission of a quotation from the Supplier. Exyte shall be free to accept or reject a corresponding quotation. The Supplier shall bear the costs of its quotation, whether Exyte accepts or rejects the quotation. In the event of a rejection of the quotation, the Supplier shall not be entitled to assert claims against Exyte, irrespective of their legal basis.
- 2.2 The service description, dates, applicable specifications, prices and other provisions relating to the deliveries in the individual case shall be included in the respective quotations from the Supplier, in accordance with the requirements of Exyte.
- 2.3 Unless otherwise agreed in the individual case, the Supplier shall be bound to its quotation for a period of four weeks.
- 2.4 The request for quotation and/or Exyte's Purchase Order number must be indicated in all the written correspondence.
- 2.5 If so required, Exyte shall engage the Supplier in writing via a Purchase Order in text form or electronically via Exyte's electronic order system; verbal agreements require confirmation in text form by Exyte to be valid (collectively hereinafter referred to as the "Purchase Order").
- 2.6 If Exyte's Purchase Order deviates from the Supplier's quotation, the Supplier may only reject the Purchase Order within one week as from receipt of the Purchase Order by the Supplier with reference to the deviation; otherwise the Purchase Order shall be deemed accepted by the Supplier in the version of the deviating Purchase Order.

#### 3. Deliveries, delay on the part of the Supplier, contractual penalty

- 3.1 A delivery note in duplicate, indicating Exyte's Purchase Order number, the item number, the quantity and a precise description of the delivery item shall be enclosed with each delivery from the Supplier. If the delivery address deviates from Exyte's address, a corresponding delivery note shall be sent to Exyte's address in sufficient time for such delivery note to be available to Exyte on the day of the delivery.
- 3.2 In case of installation and putting into operation, the Supplier shall comply with the instructions of Exyte.
- 3.3 Agreed delivery dates shall be binding. Early or late deliveries shall only be permitted with the prior written consent of Exyte. Exyte shall be entitled to return deliveries which are made before the agreed date at the cost and risk of the Supplier or to refuse acceptance or calculate storage costs.
- 3.4 Deliveries shall be deemed to be on time if the ordered deliveries are received at the delivery address on the delivery date both as indicated in the Purchase Order, during normal business hours or in accordance with the time frame specified by Exyte. If the Purchase Order includes installation and assembly, the respective delivery shall be deemed to be on time if the installation and assembly have taken place by the date indicated in the Purchase Order.
- 3.5 If the Supplier is behind schedule with the delivery, Exyte shall be entitled to demand a contractual penalty of 0.1 % of the net order value, or in the event of agreed partial deliveries 0.1 % of the net order value of the respective partial delivery to be performed by the agreed time, for every working day of the delay, but no more than 5 % of the price of the Purchase Order. For delays in the delivery of individual partial deliveries, contractual penalties accrued shall be offset against contractual penalties for subsequent delays in the delivery of further partial deliveries of the Purchase Order. Further claims on account of the delay shall remain unaffected.
- 3.6 The Supplier shall not be entitled to make partial deliveries, unless otherwise agreed in writing. If this is the case, partial deliveries shall be labelled accordingly. In these cases, invoicing shall take place after the complete contractual delivery.
- 3.7 The unreserved acceptance of deliveries or payment of invoices does not represent any acknowledgement that the delivery complies with the contract, a waiver of contractual penalties or other claims of Exyte.
- 3.8 In the event of a withdrawal from the contract due to a delay in delivery, Exyte shall be free to accept the late delivery; in this case the withdrawal shall be deemed not to be declared.

#### 4. Transport and packaging

- 4.1 For deliveries from countries with a preferential status, the Supplier shall enclose the proof of preferential origin with each delivery. The long-term supplier's declaration in accordance with EEC Ordinance 1207/2001 shall be submitted once a year, as an obligation irrespective of the existence of any Purchase Order. If the delivered goods are subject to a requirement for an export licence in accordance with the German Foreign Trade and Payments Act (AWG) or to particular export restrictions in accordance with American regulations, the Supplier shall inform Exyte of this immediately in writing.
- 4.2 The Supplier shall package ordered goods in accordance with the guidelines of the Exyte Packaging Instruction and bear the costs for this. In the absence of such an instruction, the deliveries shall be packaged and, if applicable, labelled such that they are protected against loss and damage and do not cause any damage to third parties.

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### 5. Incoming goods inspection by EXYTE

Exyte shall examine the Supplier's deliveries, e.g. goods, materials and components, for obvious deviations in quantity and quality (incoming goods inspection) within a reasonable time. The quantities, dimensions, weights and quality characteristics determined by Exyte during the incoming goods inspection and the assessment derived from these with respect to the entire delivery shall be decisive. Obvious defects may be reported up to 3 working days after the end of the reasonable inspection time. Defects which are not immediately apparent may be reported up to 14 days after their discovery. Exyte shall not have any further reporting and examination obligations.

### 6. Price and terms of payment

- 6.1 The prices according to the unit prices/price list shall apply, if and insofar as these have been agreed. In other respects, the prices of the Purchase Order shall apply. Project-specific price agreements in the Purchase Order which deviate from the unit prices/price list are basically possible.
- 6.2 Unless clearly indicated otherwise, the specified prices are net prices in euros plus the valid statutory VAT.
- 6.3 The prices include installation and assembly (if agreed), packaging, loading and freight costs, any insurance costs and expenses and any duties and charges to be paid. Escalation clauses for wage, material and equipment costs are not agreed.
- 6.4 Payments on account, a payment schedule and advance payments shall be agreed separately; otherwise, they shall be deemed to be expressly not agreed.
- 6.5 Invoices shall contain at least the following information:
- A reference to the Purchase Order, the date, the project, Purchase Order and, if applicable, consignment number, the proof of work in the case of repair work and services and the type of invoice (partial invoice, invoice on account, hourly rate invoice or final invoice)
  - The type of delivery,
  - A reference to the amounts which have already been invoiced and paid, indicating the invoice numbers and dates,
  - Legally required invoice details (tax number, VAT reg. number, invoice number, delivery period etc.),
  - A declaration of exemption by the fiscal authority (if any).
- 6.6 Invoices shall be sent to the following address as a single copy (abroad in duplicate):  
Exyte Technology GmbH, Buchhaltung, Rosine-Starz-Straße 2-4; 71272 Renningen.
- 6.7 Invoices are within 30 calendar days upon receipt of a proper, verifiable invoice and after delivery in accordance with the Purchase Order and the respective contractual obligations (including the delivery note), or in the case of Purchase Orders with elements of a contract for work within the meaning of Section 631 of the German Civil Code (BGB) (incl. assembly, installation, commissioning, documentation, if applicable) upon acceptance at the earliest. In the event that early deliveries are accepted, the agreed delivery date shall be decisive.
- 6.8 Payments are to be cashless. In the case of bank transfers, the date of the submission or despatch of the payment order to the bank shall be regarded as the date of payment.
- 6.9 If no contrary agreement is made, the Supplier shall grant a 3 % early payment discount for payment within 20 calendar days after receipt by Exyte of the invoice issued in accordance with the above agreements in this Section A.6.

### 7. Quality

- 7.1 The type and scope of the delivery owed by the Supplier are specified in the Purchase Order. The deliveries shall comply

with technical specifications laid down therein and, if applicable, with drawings and documents submitted by Exyte to the Supplier, as well as all the functions and properties which are required for the intended use. In general, only approved and new materials shall be used.

- 7.2 The agreed performance specification and the properties of reference samples shall be regarded as an agreed quality. Previous deliveries of the same type shall be regarded as a reference.
- 7.3 If initial or type samples are demanded from Exyte, the Supplier shall only start series production after having received prior written consent from Exyte.
- 7.4 As regards quality, the Parties agree that all deliveries, including the associated documentation, shall correspond to the current state of technology and shall comply with all applicable legal provisions, regulations and directives of public authorities, employers' liability insurance associations and trade associations, and also the agreed safety regulations and agreed technical data and properties. The Supplier shall constantly keep the quality of products to be delivered to Exyte aligned with the latest developments in science and technology and shall indicate possible improvements and technical changes.

### 8. Quality assurance and documentation

- 8.1 The Supplier undertakes to comply with the guidelines in the Quality Assurance Agreement (QAA) which is to be signed separately by the Parties.
- 8.2 The Supplier shall comply with the guidelines of the machine directives and ISO standards which are valid for the documentation, as well as any additional guidelines of Exyte regarding the documentation.

### 9. Long-term availability

- 9.1 The Supplier undertakes to deliver the same products and spare parts for a period of 10 years after the respective last delivery or acceptance thereof (the later date shall count in each case).
- 9.2 If the Supplier ceases the delivery of products which have previously been purchased by Exyte (discontinuation), the Supplier shall be obliged to notify Exyte in writing at least twelve months prior to the discontinuation. At the same time, the Supplier shall submit proposals for the delivery of alternative products and spare parts which correspond to the discontinued products in terms of their function and dimensions. Exyte shall be granted the right to a "last call" to order the products affected by the discontinuation from the Supplier in the quantity required by Exyte within 9 months of the receipt of the notification of discontinuation by the Supplier and to postpone a delivery until six months after the expiry of the notice period for discontinuation.
- 9.3 The Supplier shall not be entitled to invoke discontinuations for which the notice period for discontinuation was not met. The cessation of delivery shall not affect the obligations of the Supplier arising from any current Purchase Orders. The alteration of components due to the Supplier's sub-suppliers ceasing deliveries to the Supplier shall not constitute a cessation of delivery by the Supplier in accordance with the above provision on discontinuation.

### 10. Emergency planning

The Supplier guarantees the establishment of a business continuity and crisis management system, set out in writing with appropriate preventive measures in its business operations, which enables the Supplier to avoid disruptions or to respond quickly and competently when they occur. On request, the Supplier shall provide Exyte with an appropriate

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emergency planning programme which contains information on procedures established at the Supplier's premises and solutions as well as planned measures (with dates). Exyte reserves the right to audit the business continuity and crisis management programme established at the Supplier's premises, together with environmental and occupational safety issues, and to possibly agree upon further measures with the Supplier.

### 11. Place of performance, transfer of risk and retention of title

- 11.1 The delivery address and the agreed place of performance stem from the Purchase Order. If only one delivery address and no deviating place of performance is indicated in the Purchase Order, the delivery address shall also be regarded as the agreed place of performance.
- 11.2 The delivery shall take place DDP in accordance with Incoterms 2010. If delivery in accordance with the Purchase Order includes installation and assembly, the risk of accidental loss shall only be transferred to Exyte after complete installation and assembly, as well as acceptance by Exyte. The transfer of risk relating to defective deliveries shall be transferred (back) to the Supplier upon notification of the defects.
- 11.3 If Exyte has made a deposit or advance payment or provided material for processing, the title to the ordered deliveries shall be transferred to Exyte upon commencement of their manufacture. The transfer shall be replaced by the agreement that the deliveries shall remain in the possession of the Supplier for processing and stored for Exyte until the agreed delivery date. In all other cases, title to the deliveries in the case of works or work results in terms of Section A.13 below shall be transferred to Exyte upon their creation, or otherwise upon their acceptance or further processing by Exyte or third parties insofar as no contrary provision is made in the Purchase Order.
- 11.4 Retentions of title by the Supplier are excluded. The Supplier undertakes to ensure that retentions of title by subcontractors/sub-suppliers do not exist.

### 12. Force majeure

- 12.1 Neither Exyte nor the Supplier shall be liable to the other Party if and insofar as they are prevented from performing their contractual obligations due to a force majeure event.
- 12.2 All circumstances which were unforeseeable when the Purchase Order was placed and which are unavoidable or can only be avoided by unreasonable means, in particular natural disasters, unrest, strikes and lawful lockouts, shall be considered as force majeure events.
- 12.3 If a force majeure event occurs, the relevant Party shall be obliged to (i) inform the other Party immediately by setting out in detail
- the particulars of the event of force majeure,
  - its effects on the performance of the contractual obligations,
  - an assessment of the provisional duration of the obstacle to delivery,
  - the countermeasures initiated,
  - the consequences for the planned delivery date, and
  - to undertake every reasonable effort to minimise the effects of the force majeure event as much as possible and to comply with the contractual obligation again as soon as possible.
- 12.4 The Supplier shall store the delivery appropriately for the duration of the disruption at their own expense and risk.
- 12.5 If the hindrance to the Supplier's delivery due to a force majeure event lasts for longer than three weeks, Exyte shall be entitled to withdraw from the respective order.

### 13. Rights of use

All rights of use, alteration and exploitation under copyright law are transferred on payment of the price agreed in the Purchase Order. The Supplier hereby grants to Exyte an unlimited, irrevocable and exclusive right of use for all known types of use with respect to all works created on the basis of the Purchase Order, in particular plans, documents, sketches, concepts, tables, lists, other work results etc., irrespective of whether these are available in physical form or as a computer file. This right of use shall, in particular, cover the right to utilise, process, change, reproduce, market and publish the deliveries, especially plans, in any way. Exyte shall be entitled to transfer the aforementioned rights of use to third parties. The Supplier undertakes to ensure that rights of subcontractors/sub-suppliers are not opposed to rights of use of Exyte.

### 14. Change requests

- 14.1 Exyte shall be entitled to request changes in delivery dates, quality and quantity up to the time the delivery is accepted.
- 14.2 If a change to the delivery leads to an increase in the price or to a delay in delivery, the Supplier shall inform Exyte without delay and first submit a cost estimate no later than one week after receipt of notification from Exyte of such a change and then an amended offer in verifiable form within a further week.
- 14.3 If the Supplier does not comply with their obligation to inform within one week, the contractually agreed delivery time shall apply unchanged.
- 14.4 The amended offer is to be calculated on the basis of the respective original Purchase Order; all agreements and conditions of the Purchase Order apply accordingly. If building contract law statutory regulations apply to respective Purchase Order, the amended offer is to be produced in compliance with the regulations in Fig. C.2. below. The preparation of quotations for an amended offer is free of charge for Exyte.
- 14.5 Price increases or changed delivery dates must be confirmed in text form by Exyte in order to be valid. Should Exyte refrain from responding to an amended offer from the supplier within 30 calendar days after receipt, this should be regarded as a rejection of the amended offer.
- 14.6 The supplier is obliged to comply with Exyte's request for change if
- a written agreement was concluded beforehand between Exyte and the supplier regarding type, scope and costs or Exyte has commissioned the amended offer in text form in accordance with Fig. A.2.5 above, or
  - Exyte ordered the supplier in text form to make the delivery despite the absence of an amended offer or an amended price agreement or order.

If no case as stated in Section 650b Paragraph 1 No. 2 of the German Civil Code is given, the amended delivery must additionally be acceptable for the supplier. It shall be assumed that the provision of this delivery is acceptable if the supplier fails to prove that the changed delivery is not acceptable for them. Should the order be subject to building contract law, the deadline set in Section 650b Paragraph 2 of the German Civil code with the exceptions in Fig. C.2 below is primarily to be complied with. If neither (a) nor (b) apply, the supplier has no claim to price adjustment.

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### 15. Termination for good cause

- 15.1 The Parties are entitled to terminate a Purchase Order for good cause. Good cause shall, in particular, exist for Exyte if
- the Supplier ceases payments, is heavily indebted or insolvent, claims of the Supplier are attached or an application is made for the initiation of insolvency proceedings on the assets of the Supplier,
  - the Supplier infringes cardinal contractual obligations and specifically breaches the contractual obligations on confidentiality/NDA, data privacy, compliance/code of conduct or the assurance relating to compliance with the relevant statutory provisions associated with the employment and the deployment of their workforce,
  - the Supplier infringes applicable law or administrative orders,
  - the Supplier engages subcontractors without the written consent of Exyte,
  - the Supplier deviates from the quality guidelines without prior written consent from Exyte and/or does not give Exyte a detailed explanation of the consequences of such a deviation,
  - one Party is in direct competition with the other Party due to a change in its shareholder structure or market position.
- 15.3 Termination must be put in writing.

### 16. Termination of a Purchase Order in the case of successive delivery

- 16.1 Exyte shall be entitled to terminate Purchase Orders for regularly recurring deliveries (successive delivery) with one month's prior written notice to the end of any given time period as specified in the Purchase Order. The Supplier shall be entitled neither to remuneration nor to the reimbursement of expenses beyond the effective date of the termination.
- 16.2 In the event of a repeatedly (at least twice) defective partial delivery of a successive delivery order Exyte shall be entitled, after giving prior warning, to assert claims for the resulting loss and to immediately terminate the part of the Purchase Order which has not been fulfilled.

### 17. Claims for defects, Exyte's rights of recourse and limitation period

- 17.1 Deliveries must be of the agreed quality, correspond to the latest state of technology and be free from material defects and defects of title.
- 17.2 The Supplier shall bear all the costs of supplementary performance, especially any possible transport and incidental costs (e.g. costs of fitting and removal). The Supplier shall reimburse Exyte for the costs for any necessary assistance with the supplementary performance in accordance with Section 439 Paragraph 3 of the German Civil Code. The supplier shall reimburse Exyte for the necessary costs of participation in supplementary performance as well as for measures which serve to keep the negative impacts low for the direct or indirect customer, taking operational requirements into consideration.
- 17.3 During supplementary performance, the Supplier is obliged to provide interim solutions at their own expense insofar as such are necessary to use the delivery or for the maintenance of operations or security (damage mitigation).
- 17.4 The Supplier is liable for defects which can be traced back to planning documents, the performance specification or to Exyte for other reasons, unless the Supplier has immediately expressed reservations to Exyte.
- 17.5 In addition to statutory provisions, after the fruitless expiry of a deadline or without the expiry of a deadline if the defect

constitutes a concrete risk to life, limb or health or other legal assets which are protected in accordance with Section 823 BGB and it is not reasonable to wait for supplementary performance by the Supplier due to this risk, Exyte shall be entitled to undertake the supplementary performance itself or have it carried out by a third party and to demand reimbursement of the expenditure necessary for this unless this is only possible at unreasonable cost.

- 17.6 The costs for Exyte arising as a result of legitimate reporting of defects shall be borne by the Supplier, even if these are wasted costs, and shall also be charged to the Supplier at a flat rate of € 150.
- 17.7 The Supplier shall indemnify Exyte in the case of defects of title in accordance with Section A.19 below irrespective of statutory and contractual liability for defects.
- 17.8 In the event of defects of title, the Supplier shall be obliged through the acquisition of rights of use or through licence payments to the holder of the rights to allow the lawful use by Exyte of the systems, buildings etc. which are covered by the order. If the acquisition of a licence is not possible, the Supplier shall be obliged to exchange or alter the deliveries upon the request of Exyte, e.g. the system, system parts and/or components, such that property rights are not infringed. If the above measures are not possible, the Supplier shall – at the discretion of Exyte – at its own expense
- alter the delivery such that it no longer infringes property rights but continues to meet all the requirements set for the original delivery without restriction, or
  - replace the delivery with another which does not infringe any property rights and which is equivalent to the replaced delivery, or
  - take back the delivery in return for reimbursement of the price and reimburse Exyte for all costs and damages incurred in connection with the infringement of property rights.
- 17.9 The rights of recourse in Sections 445a and 445b of the German Civil Code with the proviso that claims for the reimbursement of expenses determined in Section 445a Paragraph 1 of the German Civil Code expire three years after delivery to Exyte and the suspension of expiry in accordance with Section 445b Paragraph 2 Clause 2 of the German Civil Code shall end seven years after delivery to Exyte at the latest. Delivery to Exyte counts as the beginning of the countdown to the expiry deadline in terms of the following Fig. A.17.10.
- 17.10 The expiry deadline in Section 438 Paragraph 1 No. 1 of the German Civil Code shall start with the complete delivery or, where agreed, with the complete acceptance of all the deliveries of the respective Purchase Order. Section 438 Paragraph 1 Nos. 1 and No. 2 of the German Civil Code remain unaffected.
- 17.11 The Supplier is liable for supplementary performance to the same extent as for the original delivery. The contractually agreed limitation period commences anew for replacement deliveries.
- 17.12 Insofar as the Supplier agrees limitation periods with their subcontractors/sub-suppliers which go beyond the terms agreed in the order, the Supplier hereby assigns these claims to Exyte. The assignment shall come into effect at the time of the expiry of the limitation periods for claims for defects agreed in the present contract. Exyte shall accept the assignment.
- 17.12 (Sub-)suppliers of the Supplier shall be vicarious agents of the Supplier.

### 18. Serial defects

- 18.1 Irrespective of the above claims in Section A.17 and all the other rights and claims of Exyte in connection with defective deliveries, the following provisions in this Section A.18 shall

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- apply in the event that serial defects occur in the Supplier's deliveries.
- 18.2 A serial defect is present if the same kind of functional defects occur in at least 5 % of identical or similar deliveries in one or more Purchase Orders within the delivery periods and/or the respective agreed limitation periods, unless the Supplier provides evidence that these defects do not have a comparable cause.
- 18.3 If the Supplier discovers a serial defect or if the Supplier is informed of one, the Supplier shall inform Exyte in writing of the presence, the type and the effect of the serial defect. If Exyte discovers a serial defect, Exyte shall inform the Supplier in writing, and the Supplier shall as far as possible and reasonable make the information available that is required for examining the serial defect.
- 18.4 If a serial defect is discovered, Exyte shall be entitled to assert claims for defects with respect to all of the identical or similar defects, irrespective of whether the limitation period has already expired in individual cases for 3 years from delivery/acceptance of the last identical or similar delivery. Exyte may review all deliveries at the expense of the Supplier after prior notification.
- 18.5 The Supplier shall, in particular, be obliged to repair or replace all deliveries made to Exyte and/or to a direct or indirect customer of Exyte which is affected by serial defects, at its own expense, including deliveries which have worked correctly up to this point. If the Supplier provides Exyte with evidence that the defects only exist in a certain number of deliveries, the Supplier's obligation shall be restricted to removing or replacing the defects in these deliveries.
- 18.6 The Supplier shall bear all the costs associated with supplementary performance and the presence of a serial defect, specifically:
- for measures which are conducted to establish the defect and the serial defect,
  - for the repair or replacement of the defective deliveries, including compensation for wasted processing costs,
  - for the dismantling and return of defective deliveries,
  - for measures for checking whether the supplementary performance was successful,
  - for a necessary product recall.
- Any travel expenses of Exyte for the first repair operation in the case of the first two cases shall be exempted.
- 18.7 Exyte shall be entitled to take measures itself as far as they are necessary to avert an imminent threat of damage to itself or third parties. The Parties shall work together co-operatively to eliminate the dangers posed by the defective deliveries as cost-effectively and quickly as possible.
- 19. Supplier's liability, indemnification and product liability**
- 19.1 The Supplier is liable in accordance with statutory provisions.
- 19.2 The Supplier shall be responsible and liable, without restriction, for their actions and omissions, for compliance with all statutory and official provisions and for actions or omissions of staff employed by it, its vicarious agents, (sub-)suppliers, subcontractors or other representatives. The Supplier shall not be entitled to invoke that it has observed due care in the selection of its assistants and the monitoring of these.
- 19.3 In the event that a claim is asserted against Exyte by third parties (including social security funds and employers' liability insurance associations) on the basis of an infringement of a statutory or contractual obligation for which the Supplier or its subcontractor/supplier is responsible and/or if and insofar as a liability for defects of title on the part of the Supplier exists, the Supplier shall, on first demand, indemnify Exyte of all claims from third parties against Exyte for which the Supplier or third parties engaged by the Supplier are responsible. This shall, however, only apply if Exyte is obliged to provide these third parties with compensation directly.
- 19.4 The Supplier shall, on first demand, indemnify Exyte from all claims of third parties, as well as the associated costs, which are asserted against Exyte on the basis of domestic and foreign product liability regulations or laws caused by the defectiveness of the delivery or the product of the delivery or by infringements of rights in the manufacture of deliveries. In addition, Exyte is entitled to demand from the Supplier the reimbursement of those costs and expenses which are incurred by Exyte in order to take measures for averting risks, e.g. product warnings or precautionary recalls of defective products. The costs of determining risks (in particular fees for experts) and also internal administrative and processing costs of Exyte shall be borne by the Supplier unless the Supplier provides evidence of the lack of causation. The Supplier shall be obliged to insure themselves against all risks arising from product liability, including the recall risk, in accordance with the provisions in Section A.20 below. The Supplier shall agree necessary safety measures with the third party and carry them out them at their own expense.
- 19.5 All claims and costs of the defence or prosecution which are incurred by Exyte are covered by the indemnification obligation in accordance with the above Sections A.19.3 and A.19.4, unless these are disproportionate.
- 20. Insurance**
- 20.1 The Supplier shall be obliged to take out company and product liability insurance which is sufficient for the Purchase Order, in terms of the scope and level of the cover, at its own expense. The insurance policy shall contain extended product liability and environmental liability risk. The minimum amount covered in case of a claim shall be as follows, whereby the annual aggregate for these minimum amounts covered is double the maximised amount:
- 5.0 million EUR for personal injury and
  - 5.0 million EUR for property damage and
  - 2.5 million EUR for other damage, in particular pecuniary loss as a consequence of a property damage, processing damages, environmental damages and for extended product liability damages including cover for a recall.
- The Supplier is obliged to provide Exyte with evidence of the existence of these insurance policies within 14 days of the conclusion of the contract in the form of an insurance certificate.
- 20.2 The Supplier undertakes to include their subcontractors or sub-suppliers in the insurance cover which is to be provided by the Supplier. The Supplier's insurance policy shall be regarded as "primary", i.e. it shall take precedence over all other liability insurance policies which may exist in the event of a claim. The Supplier's insurance contracts must rule out recourse against Exyte. The Supplier is obliged to maintain the insurance throughout the lifetime of an order and until the expiry of the limitation periods for claims for defects or for the 10 year product liability period from the delivery/ acceptance of the last delivery, and to provide evidence of the continued existence of the insurance at the request of Exyte at any time at two weeks' notice. There is no limitation of liability to the damages covered by the insurance. Further claims to which Exyte may be entitled, in particular to reimbursement of the costs for a recall, even a precautionary recall, remain unaffected.
- 20.3 If planning services are also provided by the Supplier, the Supplier is also obliged to take out planning liability insurance in addition to company and product liability insurance. Otherwise, the same provisions shall apply for this as under the above Sections A.20.1 and A.20.2.
- 20.4 If the Supplier does not provide evidence of adequate insurance cover in accordance with Sections A.20.1 and A.20.2 above and, if applicable, A.20.3 in spite of an appropriate grace period being set, Exyte shall be entitled to

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take out corresponding insurance at the expense of the Supplier. In this case, the costs incurred by Exyte shall be deducted from the next payments due to the Supplier.

- 20.5 The Supplier undertakes to fulfil the obligations which are incumbent upon it as a policy holder in accordance with such insurance contracts, in particular reporting obligations, without delay.

### 21. No subcontracting, assignment, offsetting or retention

- 21.1 The Supplier shall execute the Purchase Order themselves. The Supplier shall not be entitled to engage subcontractors, unless Exyte has given its prior written consent.
- 21.2 The Supplier hereby assigns to Exyte by way of security all claims for performance, claims for defects and rights relating to defects as well as any claims for reimbursement of expenses or of overpayment against its subcontractors, sub-suppliers and service providers, and Exyte hereby accepts the assignment. The Supplier is obliged to secure and administer these claims and rights until such time as they are revoked by Exyte.
- 21.3 The Supplier is entitled to assign their claims against Exyte or to have them collected by third parties without Exyte's prior written consent, which shall not be unreasonably withheld.
- 21.4 Exyte is entitled to assign claims arising from a Purchase Order to third parties, including securities received from the Supplier for them.
- 21.5 Exyte is entitled to offset all claims arising from the business relationship vis-à-vis the Supplier.
- 21.6 The Supplier is entitled to offset a counterclaim against a claim against Exyte or to assert a right of retention unless their counterclaim or their right of retention is undisputed or legally effective.
- 21.7 After completion, delivery or acceptance of a Purchase Order, the Supplier shall immediately return all documents which were created by the Supplier or handed over to the Supplier in the context of the Purchase Order and shall provide the contact details of subcontractors/sub-suppliers within 14 calendar days of the completion of the Purchase Order. The assertion of a right of retention or other right to withhold performance by the Supplier with regard to the documents which are to be returned (including plans) is excluded.

### 22. Data protection

The Parties mutually agree that the respective other Party may process and store the necessary personal data using data processing systems for the purpose of processing a Purchase Order, and shall process and save this personal data for the business purposes of Exyte and the Supplier only, taking the statutory provisions into consideration.

### 23. Confidentiality

- 23.1 The Supplier is obliged to treat as confidential all information and documents which are directly or indirectly made available to them by Exyte during the business relationship with Exyte, not to disclose them to third parties and only to use them for the purpose of the realisation of the Purchase Order. Companies affiliated with Exyte in accordance with Section 15 Stock Corporation Act shall not be considered as third parties.
- 23.2 This confidentiality obligation does not apply to information which (i) was already known to the Supplier before the business relationship with Exyte came into effect, (ii) is made available to the Supplier by third parties without a breach of confidentiality agreements, (iii) is public knowledge or (iv) has

to be passed on by the Supplier due to a legal obligation or administrative order.

### 24. Compliance/Code of Conduct/Export Control, customs regulations and import restrictions

Exyte's corporate guidelines require strict compliance with applicable law and the respective business standards. Exyte conducts its business in compliance with the highest moral and ethical principles. In particular, a zero-tolerance policy relating to corruption applies. Exyte applies the same standards to the selection of its business partners and will not tolerate any unlawful, immoral or unethical conduct by its business partners. Having said this, the Parties agree the following:

- a) **Corruption:** The Supplier undertakes not to take any actions which might be considered violations of (i) the United States Foreign Corrupt Practices Act, (ii) the U.K. Bribery Act, (iii) Sections 299 ff. and 330 ff. of the German Criminal Code (StGB), (iv) the United Nations Convention against Corruption (UNCAC), (v) the OECD Convention on Combating Bribery of Foreign Public Officials or similar laws and regulations regarding bribery and corruption. The Supplier shall not, either by themselves or through third parties, either openly or covertly, directly or indirectly promise, offer, grant or otherwise provide money or benefits in kind to government officials and their assistants, company representatives, business partners or any other third parties which may be suitable to influence the actions and decisions of said persons, to urge them to breach their duties or exercise their influence over third parties in order to attain business or other benefits for themselves or third parties in this way.
- b) **Compliance with applicable law:** The Supplier shall at all times comply with applicable law. If the Supplier is uncertain about contents and limits in the context of the contractual relationship, they shall consult Exyte before taking any further action.
- c) **Code of Conduct:** The Supplier undertakes to observe and comply with the Code of Conduct applicable to all Exyte suppliers. The Code of Conduct is available at: <https://www.exyte.net/en/Suppliers>
- d) **Information obligations and indemnification:** The Supplier shall notify Exyte without delay if they become aware of an actual or potential breach of the above provisions regarding the contractual relationship with Exyte or an affiliate. The Supplier shall take all required measures to avoid any breach of the above provisions. If the Supplier nonetheless is in breach of any of the above obligations, they shall indemnify Exyte, including its legal representatives, workers and employees for any and all claims, damages and costs (including the costs of litigation) which authorities or third parties may assert against Exyte because of the breach.
- e) **Compliance with Export Controls, customs regulations and import restrictions:** The Supplier acknowledges that deliveries may include items subject to the export controls of countries around the world, including but not limited to the Export Administration Act of 1979, US Export Administration Regulations (15 CFR § 730 et seq, EAR) the US International Traffic in Arms Regulations (22 CFR § 120 et seq, ITAR), and the export controls of any other relevant jurisdictions (together hereinafter "Export Control Laws"). The Supplier shall comply with all applicable Export Control Laws in connection with this Purchase Order. The Supplier shall ensure that any commodities, software, or technology (hereinafter "Items") that it supplies in connection with the Purchase Order are not exported, re-exported, or transferred (including in-country) (hereinafter "Export") in breach of any applicable Export Control Laws. If a license is

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required to Export any Item, the Supplier shall take all steps necessary to obtain all required export licenses from the relevant export control authorities in a timely manner.

Upon request by Exyte, the Supplier shall provide information relating to all Items that it has supplied in connection with the Purchase Order, including but not limited to the manufacturer, country of origin, export classification (e.g., Export Control Classification Number), copies of export licenses or other authorization, and any other information reasonably requested by Exyte in connection with compliance with Export Control Laws. If an Item is listed in any applicable Export Control List of the European Union or the United States of America, the Supplier shall immediately provide the relevant Export Control List Number of the affected Item in written form to Exyte. In the event of an export license requirement the Supplier shall inform Exyte proactively. Such information shall be timely provided, no later than 5 business days after Exyte's request.

Supplier shall also comply with all applicable customs regulations and import restrictions in connection with this Purchase Order.

Supplier shall not deliver items with Russian or Belarussian country of origin.

If the Supplier fails to obtain required export license or otherwise fails to comply with applicable Export Control Laws, customs regulations or import restrictions the Supplier shall indemnify and hold harmless Exyte, including its legal representatives, workers and employees for any claims, damages, liabilities and costs (including the costs of litigation) which authorities or third party may assert against Exyte because of the failure.

Exyte may in its sole discretion immediately terminate the Purchase Order with no further obligation by Exyte, effective as of the date of written notice to Supplier, if Exyte has reason to believe that (i) the Supplier has breached any of its representations or undertakings in Section A.24.e); and/or (ii) the Supplier has conducted any business activity that is prohibited or restricted under Export Control Laws and could lead to sanctions for Exyte or the Supplier; or (iii) the Supplier becomes targeted as a restricted person under Export Control Laws. If the Supplier becomes targeted as a restricted person, Exyte shall have the right to refuse performance.

### 25. Place of jurisdiction, applicable law

- 25.1 Purchase Orders shall be exclusively subject to the laws of the Federal Republic of Germany, excluding the conflict of laws and the UN Convention on Contracts for the International Sale of Goods. The CISG does not apply.
- 25.2 Provided the Parties are merchants and no mandatory statutory provisions preclude this, Exyte is entitled to choose Stuttgart, Germany, as the place of jurisdiction for all disputes arising out of or in connection with a Purchase Order.

### 26. Final provisions

- 26.1 Even in the event of the legal invalidity or impracticability of individual provisions of the present General Terms and Conditions of Purchase or individual Purchase Orders, the remaining provisions retain their validity. An invalid provision shall be replaced by a provision that comes as close as possible to the economic intention in a legally permissible manner.
- 26.2 Amendments or additions must be put in writing. This also applies to the amendment of this written form requirement. No verbal subsidiary agreements have been made.
- 26.3 If there are appendices enclosed with the present General Terms and Conditions of Purchase to which no explicit

reference is made, these shall nevertheless be taken into consideration for deliveries or the processing of the Purchase Orders. If there are appendices mentioned in the present General Terms and Conditions of Purchase which are not enclosed, the Parties shall prepare these in good faith and enclose them with the Purchase Orders.

## B. SPECIAL PROVISIONS FOR SOFTWARE, OPEN SOURCE

### 1. Application

If deliveries include software, the following provisions in Section B also apply.

### 2. Quality and guarantee

- 2.1 The proper functionality of the delivered software and the delivered data media and the functionality of the software on the data media shall be deemed as agreed quality. Necessary updates shall be provided immediately by the Supplier free of charge. The Supplier guarantees that the delivered software does not contain a program mechanism which, after the installation of the software, in any way restricts its use by Exyte or by its direct or indirect customers or other third parties deployed by Exyte who use the deliveries. The Supplier guarantees that the software included in the deliveries is virus-free and does not contain any security bugs.
- 2.2 The Supplier also guarantees that
- a) the open source software listed in the Purchase Order is the only software contained in the deliveries in accordance with the above definition and
  - b) all the licence obligations which exist with respect to the listed open source software are fully satisfied by the Supplier and
  - c) the Supplier shall hand over to Exyte all relevant licence texts and all necessary source code immediately upon request and also build scripts for any version of the open source software delivered to Exyte, in order to enable Exyte and its direct or indirect customers or other third parties engaged by Exyte who use the deliveries to generate an executable version of such open source software.
- 2.3 In other respects, the provisions on material defects and defects of title also apply without restriction to the software.

### 3. Open source licence conditions

If deliveries contain open source software components, the Supplier shall list such open source software exhaustively in the Purchase Order, indicating the respective current version and the applicable licence conditions. The licence conditions shall be enclosed with the Purchase Order and/or the documentation.

## C. SPECIAL PROVISIONS FOR CONTRACTS FOR WORK (INCLUDING BUILDING CONTRACTS)

### 1. Application

If deliveries by the Supplier are entirely or mainly subject to the law on contracts for work in accordance with Section 631 ff of the German Civil Code and in addition the law on building contracts in accordance with Section 650a ff of the German Civil Code, the following special agreements apply for such contracts for work and additionally for building contracts. These also apply if deliveries can be divided such that the law on contracts for work applies to some parts and/or the law on building contracts additionally applies.

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### 2. Change orders and price adjustments

2.1 The countdown for the deadline in Section 650b Paragraph 2 of the German Civil Code also commences if the Supplier informs Exyte that in their view additional or modified deliveries are to be carried out without creating a precedent with regard to the reason or amount.

2.2 Insofar as Exyte pronounces a change order in accordance with Section 650b Paragraph 1 No. 1 or No. 2 of the German Civil Code, the Supplier is obliged to comply with this before the deadline set in Section 650b Paragraph 2 of the German Civil Code in order to reach an agreement on the price if

a) this change does not permit any delay (urgency requirement) or

b) Exyte bindingly and irrevocably states in the change order that Exyte wishes this change to the order in any case even if no agreement on the price is reached with the 30-day deadline in accordance with Section 650b Paragraph 2 of the German Civil Code or if

c) one of the parties confirms the failure of the attempt to reach an agreement before the end of the 30-day deadline provided for in Section 650b Paragraph 2 of the German Civil Code and Exyte desires the performance of the change in the order despite this.

The urgency requirement described above in a) is always given in any case if (i) the schedule sequence is affected by the exploitation of the 30-day deadline in accordance with Section 650b Paragraph 2 of the German Civil Code (e.g. subsequent works can only begin later or deadlines are put back), (ii) Exyte's direct or indirect customer can demand the immediate performance of this change in the order, or (iii) there is a risk involved in delay.

2.3 In case of change orders, the scale of the additional or reduced price is oriented towards the actual additional or reduced cost plus an appropriate surcharge for general business expenses and also risk and profit. It is up to the Supplier to show and prove these costs. Only those additional costs actually caused by the change order may be added. The amount of the additional or reduced costs determined is to be calculated based on the actual necessary costs. Discounts granted are to be taken into account in the process.

2.4 It is up to Exyte to prove that the costs presented and claimed do not correspond to the actual costs. Exyte can provide this evidence by presenting quotations from two external companies for these deliveries. Any subsequent reimbursement includes the costs of any extension of construction time and any acceleration measures. Insofar as the Supplier commissions subcontractors or sub-suppliers with the change order and concludes an agreement with the subcontractor or sub-supplier about remuneration for this, actual necessary additional or reduced costs in terms of Section 650c of the German Civil Code exist only if Exyte was involved in the agreement on remuneration and agreed to the remuneration. The prices for changes to the order may not exceed prices which are customary for the location under any circumstances.

2.5 A supplement of 5% for general business costs, risk and profit is appropriate (Section 650f Paragraph 5 p. 3 of the German Civil Code) and is hereby agreed.

2.6 In all cases, the Supplier can only claim the right to payment by instalments on supplementary deliveries in accordance with Section 650c Paragraph 3 of the German Civil Code if they are not responsible for the fact that no agreement on the amount of their claim for additional costs has yet been reached. It is suspected that the Supplier is liable (and they are at liberty to disprove this) if the costs of their supplement do not plausibly correspond to the requirements of the respective order and there are therefore doubts about the actual additional costs and as a result about the costs being claimed.

2.7 The Supplier is obliged to provide Exyte with security in accordance with the agreement on securities enclosed with this framework agreement for all claims in accordance with Section 650c Paragraph 3 of the German Civil Code.

2.8 Insofar as Exyte's payments made in accordance with Section 650 c Paragraph 3 of the German Civil Code exceed the additional payments required these are to be refunded to Exyte after acceptance and interest paid thereon at 9% above the current bank base rate.

### 3. Claims for performance and the rectification of defects

Insofar as the Supplier does not properly perform the deliveries owed under the contract either wholly or in part (free of defects), Exyte is entitled to demand that the Supplier perform this delivery before approval, setting an appropriate deadline. Should the Supplier not deliver within the deadline set and also not within a supplementary deadline and should they not declare in writing that they will fulfil the delivery but at a later date after the deadlines have run out, it can be assumed that the Supplier is seriously and ultimately refusing to deliver fault-free. Exyte then has the choice between the right to cancel – regardless of whether the deliveries represent self-contained or functioning delivery parts or units – or entitlement to compensation in lieu of the claim for performance in relation to the delivery complained about. If Exyte decides on compensation, this counts at the same time as a distancing from the fulfilment claim towards the Supplier in relation to the delivery complained about.

### 4. Acceptance

#### 4.1 Requirements/preparation for acceptance

4.1.1 After completion of deliveries the Supplier is entitled to demand acceptance. Only formal acceptance is to take place. The regulations of Section 640 Paragraph 2 of the German Civil Code only apply if the Supplier pointed out to Exyte the consequences of a delivery refused without a declaration or without stating the defects, which must be put in writing. The Supplier is not entitled to demand acceptance whilst more than insignificant defects exist or remaining deliveries are outstanding or official acceptances/documents are not available which the Supplier shall provide before or during the acceptance or which are required for the start of the safe and contractual use or further work (hereinafter referred to as “**substantial defects**”).

4.1.2 The Supplier shall demand performance of acceptance in writing no later than 14 calendar days in advance. Acceptance inspections are conducted in accordance with an acceptance schedule to be agreed between the Parties. At the request of Exyte, representatives of the customer and other persons named by Exyte may also take part in the acceptance inspections. After acceptance inspections have been completed and it has been established that the delivery is ready for acceptance, formal acceptance is to be carried out and an acceptance report produced. The Supplier is to factor in sufficient periods for acceptance inspections into their schedule.

4.1.3 Exyte is entitled but not be obliged to demand partial acceptances if these can be set apart from the remaining deliveries, even if they do not constitute a self-contained part of the contractual delivery.

#### 4.2 Acceptance procedure

4.2.1 Acceptance shall take place formally with the production of an acceptance report in duplicate.

4.2.2 Acceptance shall not be replaced either by use or commissioning or by notification of completion by the Supplier.



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- 4.2.3 The Supplier shall eliminate any defects discovered during the acceptance inspection or perform outstanding services without delay and within the periods specified in the acceptance report. All services provided and defects eliminated after acceptance require additional formal acceptance which the Supplier must expressly demand in writing. The period for follow-up acceptances is twelve working days in each case. Costs incurred by Exyte for follow-up acceptances shall be borne by the Supplier.
- 4.3 Refusal of acceptance/determination of condition in case of refusal**
- 4.3.1 Exyte is entitled to refuse acceptance in case of substantial defects as defined in Section C.4.1.1 above. Exyte is not entitled to refuse acceptance in case of insignificant defects or insignificant, outstanding remaining deliveries. Acceptance may, however, be refused in case of multiple insignificant defects or a large number of insignificant, outstanding remaining deliveries if the sum of these goes beyond an insignificant defect. Acceptance may also be refused if the documentation handed over proves to have other than insignificant defects.
- 4.3.2 In case of refusal of acceptance the Supplier can demand a mutual determination of condition. The request for determination of condition must be put in writing at least two weeks before the delivery date desired by the Supplier. Exyte is entitled to postpone the appointment for material reasons.
- 4.3.3 Should Exyte refuse the mutual determination of condition without reason, the Supplier is entitled to have the delivery inspected by an expert. The Supplier must give Exyte the opportunity to participate in the inspection by the expert and inform them of the date with reasonable notice.
- 5. Claims for defects and compensation by Exyte, limitation period and securities**
- 5.1 Claims for defects by Exyte are subject to a limitation period of 5 years and 6 months; for the building envelope (roof, façade, white tank), if they are the subject of a Purchase Order, of 10 years and 6 months. Unless otherwise agreed for parts of mechanical and electrotechnical/electrical systems, where the performance of maintenance may have an effect on security and functionality, the limitation period is 2 years if such system parts are not maintained. If such system parts are maintained, the limitation period is 4 years if the maintenance services are performed by a specialist company (licensed manufacturing companies).
- 5.2 The limitation period starts with the overall acceptance of all the deliveries of the Purchase Order.
- 5.3 The Supplier is only entitled to invoke Section C.3.1 Sentence 3 above if they have expressly designated the components in question as relevant for maintenance in the documentation to be handed over before acceptance.
- 5.4 If Exyte reports a defect before the expiry of the limitation period and requests its elimination, the Supplier is obliged to eliminate the defect, even after the expiry of the specified limitation period. In this case, the entitlement to elimination expires after 2 years at the earliest, calculated from the receipt of the written defect notification, but not before the expiry of the limitation period specified in the present General Terms and Conditions of Purchase.
- 5.5 The limitation period for claims for defects is suspended by a written defect notification by Exyte. The suspension starts with the transfer of the defect notification to the Supplier. The suspension ends when the measure for the elimination of the defect has been accepted by Exyte, the acceptance of the defect elimination work has been unjustifiably refused by Exyte or the Supplier finally and seriously refuses to eliminate the defect.
- 5.6 Exyte reserves the right to make a Purchase Order dependent upon the provision of security by the Supplier.
- 6. Cancellation of a Purchase Order**
- 6.1 Exyte is entitled to cancel any Purchase Order at any time, in full or in part, in writing to the Supplier.
- 6.2 The Supplier shall be remunerated for the deliveries provided up to this point, provided that these are verifiable and invoiced.
- 6.3 The right to cancellation for good cause in accordance with Section 648a of the German Civil Code remains unaffected for both parties. Good cause for both parties in terms of Section 648a of the German Civil Code exists in particular for Exyte in the cases specified under Section A.15.1 above.
- 6.4 For the continuation of deliveries in accordance with a contract for work, Exyte is entitled to make use of equipment, scaffolding and facilities available on the construction site and delivered materials and components in return for appropriate remuneration.
- 6.5 If Exyte cancels a Purchase Order for good cause, the deliveries executed up to this point shall only be settled at the prices of the Purchase Order to the extent that such deliveries can be used by Exyte for the intended purpose. The settlement takes place on the basis of the respective Purchase Order.
- 6.6 Insofar as the Supplier prematurely terminates the respective order for good cause for which Exyte is responsible, the parties agree a one-off payment worth 5% of the settlement value of the delivery which is no longer to be made as blanket compensation. All claims which the Supplier has incurred or is to incur due to the premature cancellation are settled with this blanket payment. The parties are free to prove a higher or lower entitlement to compensation in relation to the consequences of the cancellation instead of this blanket payment.
- 6.7 The settlement takes into account any damages to be compensated by the Supplier to Exyte. Exyte reserves the right to assert claims for compensation because of a breach of contract or non-performance by the Supplier.
- 6.8 Partial cancellations by Exyte are permissible both in an ordinary cancellation and in a cancellation for good cause if the deliveries concerned are separately identifiable, even if they do not constitute a self-contained part of the contractual delivery. A separately identifiable delivery in this sense exists, in particular, if the partial deliveries to be cancelled can be executed and settled separately from the other partial deliveries, in terms of the subject matter and/or the location, in accordance with common usage.
- D. SPECIAL PROVISIONS FOR CONTRACTS FOR WORK AND MATERIALS AND ARCHITECTS' AND ENGINEERS' CONTRACTS**
1. If deliveries by the Supplier are entirely or mainly subject to the law on contracts for work and materials, Section 650 of the German Civil Code shall apply, provided however that the provisions of the present General Terms and Conditions on the law on contracts for sales and/or contracts for work prevail over the statutory provisions on the law on contracts for sales and/or contracts for work and services.
2. Insofar as deliveries by the Supplier which are subject to architects' and engineers' contract law in accordance with Section 650p ff of the German Civil Code are completely or mainly agreed in relation to Purchase Orders, the following special agreements in this Fig. 2D apply. These also apply if deliveries of orders are divisible in such a way that architect's and engineer's contract law applies for some parts. Insofar as N+W is entitled to a special right of cancellation in accordance with Section 650r of the German Civil Code following submission of the plan documents in accordance with Section 650p Paragraph 2 of the German Civil Code, this expires four weeks after submission of the plans. Partial acceptance of architect's and engineer's services after

completion of the services of the construction company  
executing the contract shall not take place.