

1. General provisions/scope of application

- 1.1 These General Terms and Conditions of Procurement (**GTCP**) in the version valid at the time of conclusion of contract shall become an integral part of all contracts (including individual orders, for example) between RIEDEL Communications GmbH & Co. KG (**Riedel**) and its contractual partners (**Supplier**) concerning the procurement of goods and services by Riedel.
- 1.2 These GTCP also apply to future contracts between Riedel and the Supplier, without Riedel having to refer to them separately. The GTCP shall be deemed to have been confirmed by the Supplier at the latest when it begins service provision.
- 1.3 These GTCP shall apply exclusively. Any conflicting or supplementary provisions to or any provisions deviating from these GTCP shall not apply, even if Riedel does not explicitly object to them or accepts the provision of service of the Supplier without reservation or if the Supplier refers to its own general terms and conditions in its order, invoice, or other documents.
- 1.4 General terms and conditions of the Supplier shall only become an integral part of the contract if Riedel has explicitly agreed to their validity in writing and with explicit reference to the general terms and conditions of the Supplier.
- 1.5 References to the applicability of statutory provisions in these GTCP are for the purposes of clarification only. Therefore, even without such clarification, the statutory provisions shall apply to the extent that they are not directly amended or expressly excluded in these GTCP.

2. Order and conclusion of contract

- 2.1 The scope of delivery, specifications, objectives, delivery dates, and prices are specified in the respective orders. Individual supply contracts enter into force through acceptance of these orders.
- 2.2 In order to give Riedel the possibility to correct its order or place a new order, the Supplier shall inform Riedel of any missing documents or obvious errors and mistakes in the order and the corresponding documents without delay after their discovery.
- 2.3 Irrespective of the details set out in the order, the scope of delivery includes all parts, tools, documentation, plans, drawings, and other objects and documents required for the proper and serviceable functioning of the product.
- 2.4 Orders from Riedel and acceptance by the Supplier must always be in writing. If the order document used by Riedel indicates this, no handwritten signature is required for the order to be valid.
- 2.5 In exceptional cases, Riedel may also place orders by simple e-mail or verbally. Riedel shall send the order to the Supplier in writing within 14 days of placing the order in the aforementioned manner.
- 2.6 If the conclusion of contract depends on an order confirmation, Riedel shall only be bound if this confirmation does not deviate from the order.
- 2.7 The Supplier's offers and cost estimates are binding and free of charge for Riedel. If, prior to the conclusion of contract, the Supplier creates offer or project documents, brochures, presentations, or similar documents or visits or attends meetings or other appointments at Riedel's premises, this shall not be compensated by Riedel.

3. Change requests and changes in services

- 3.1 Riedel may at any time request changes, additions, and extensions to the contractual services (change requests). The Supplier may object to a change request within two (2) weeks after receiving it if implementing the change request cannot be reasonably expected of the Supplier.
- 3.2 The Supplier is obligated to present to Riedel a calculation of the time and effort required to implement a change request, which takes into account the effect of the change on service provision deadlines, remuneration, and resources used. If the Supplier incurs additional expenses due to changes, the Supplier can demand an appropriate adjustment of the service provision deadlines and the remuneration.
- 3.3 The agreement on the implementation of a change request, including the resulting consequences for service provision deadlines and the remuneration of the Supplier (change in service), shall be fixed in writing by Riedel and the Supplier. The relevant change in service shall take effect only once it is fixed in writing. However, the Supplier is obligated, where reasonable and feasible in terms of business and personnel, to begin

implementing the change request without delay prior to any change in service.

- 3.4 If no agreement is reached on a change request, Riedel may terminate the contract regarding the concrete service to be changed without notice if Riedel cannot be reasonably expected to adhere to this contract without the requested change.

4. Basic principles of cooperation, personnel

- 4.1 The Supplier shall perform all agreed deliveries and services professionally, punctually, and in accordance with the statutory provisions and contractual agreements. The Supplier shall always adhere to the expert standard of care by exercising the required objective level of care.
- 4.2 Riedel is not obligated to provide material or other objects or to meet cooperation obligations unless this is explicitly stipulated in the order or if it specifically concerns Riedel's own materials or objects, without the provision of which the fulfillment of the contract would be unreasonably impeded.
- 4.3 The Supplier is not authorized to represent Riedel in legal transactions. No civil law partnership, other partnership, or joint venture shall be established between Riedel and the Supplier.
- 4.4 The Supplier shall ensure that its personnel are deployed in compliance with all applicable statutory provisions. This includes, in particular, compliance with the applicable labor, minimum wage, social security, and collective agreement laws. The Supplier shall ensure that, where applicable, personnel deployed have valid work permits.
- 4.5 The Supplier's employees shall not be assigned to Riedel or vice versa within the meaning of the Provision of Temporary Workers Act (*Gesetz zur Regelung der Arbeitnehmerüberlassung, AÜG*). Personnel deployed by the Supplier shall not enter into an employment relationship with companies of the Riedel Group, even if services are rendered in a company of the Riedel Group. The Supplier may also use the personnel deployed by it to fulfill contracts with third parties. Only the Supplier is authorized to give instructions to its personnel (Clause 23.1 remains unaffected). It shall ensure that its personnel are not integrated into a company of the Riedel Group.
- 4.6 The Supplier shall be fully responsible for the payment of wages, salaries, taxes, incidental wage costs, and in particular of the social security contributions of its personnel. Riedel has no obligations in this respect.
- 4.7 If the Supplier uses personnel for the fulfillment of the contract, it undertakes to name a contact person to Riedel. Riedel shall generally forward concerns in connection with the fulfillment of the contract to the contact person designated by the Supplier.
- 4.8 If a person employed by the Supplier to fulfill the contract is replaced by another and if the Supplier has to train the employee, this shall be at the expense of the Supplier and shall not result in any disadvantages for Riedel. Riedel may, in justified cases, demand the replacement of a person assigned by the Supplier to fulfill the contract. Such a justified case exists in particular if the appointed person has violated statutory provisions or repeatedly and significantly violated obligations to be observed in the contractual relationship with Riedel. All costs incurred from the replacement of a person shall be borne by the Supplier.

5. Terms and conditions of delivery/service, partial deliveries and transfer of risk

- 5.1 The Supplier is only entitled to partial deliveries/services with the prior express consent of Riedel.
- 5.2 The delivery dates and service provision deadlines specified in Riedel's order documents are binding for the Supplier. Irrespective of other rights of Riedel, the Supplier is obligated to inform Riedel without delay in writing about foreseeable delays in delivery and service provision. With the exception of Clause 3.3 of these GTCP, early delivery or provision of services by the Supplier shall only be permissible with the prior consent of Riedel.
- 5.3 Unless otherwise specified in the order, the Supplier shall always make deliveries and render services postage-paid at Riedel's registered office. Accordingly, the transfer of risk is generally the time of receipt of the goods at Riedel's registered office. To clarify, the timeliness of deliveries and services depends on their arrival at the stated destination. The timeliness of deliveries or services which are subject to acceptance shall depend on the time of acceptance.

- 5.4 The unconditional receipt or acceptance of deliveries or services by Riedel does not constitute a waiver of statutory or contractual claims by Riedel due to delays in delivery or service.
- 5.5 If the Supplier exceeds the agreed delivery date or service deadline or does not deliver the agreed quantity of goods ordered, it shall owe Riedel a contractual penalty of 0.3% of the net order value per day of delay up to a maximum contractual penalty of 5% of the net order value. This shall not apply if the Supplier is not accountable for the delayed delivery. Other statutory or contractual claims of Riedel shall remain unaffected. A contractual penalty levied in this respect shall be offset against any claims for damages by Riedel. Riedel may also demand the contractual penalty if Riedel does not reserve it when accepting the delivery or service; however, Riedel must make a reservation at the latest upon payment of the last sum agreed for the delivery or service.

6. Shipping/packaging

- 6.1 The Supplier shall observe the shipping instructions (in orders, by e-mail, etc.), any general shipping regulations of Riedel as well as statutory requirements for shipping (e.g. regarding customs, labeling, etc.), unless these are not suitable for the successful execution of the respective delivery. In this case, the Supplier shall notify Riedel of the unsuitability and propose suitable alternatives which come closest to the original shipping instructions.
- 6.2 The Supplier must notify Riedel of all deliveries and services in good time, at the latest three (3) working days prior to dispatch, by means of a (dispatch) notice showing the type, quantity, and, if applicable, the (net) weight in detail. In all dispatch and order documents and in the associated correspondence, in particular in notifications of dispatch, bills of lading, and invoices, the Supplier must state the respective order number and, if applicable, material number of Riedel as well as the quantity of the goods.
- 6.3 All goods shall be transported and delivered packaged, in so far as the nature of the goods requires transport packaging. The packaging must comply with all statutory and contractually agreed product, packaging, and transport regulations; in particular, it must be safe for transport and appropriate to the respective mode of transport. Packaging materials shall become the property of Riedel.
- 6.4 If a delivery arrives at its destination in damaged packaging, Riedel is entitled to reject the delivery as a whole without checking the contents. The costs of any return shipment shall be borne by the Supplier. The same shall apply if a delivery in damaged packaging is handed over to Riedel or the carrier designated by Riedel, if such a type of delivery has been contractually agreed.
- 6.5 Upon request and at Riedel's option, the Supplier shall either take back used packaging material or assume the costs of Riedel's disposal of packaging material upon submission of proof and in an appropriate amount.
- 6.6 If waste within the meaning of German waste legislation is generated in the course of the Supplier's deliveries or services, the Supplier shall recycle or dispose of the waste at its own expense in accordance with the provisions of waste legislation. Ownership, risk, and responsibility under waste legislation are transferred to the Supplier at the time the waste is generated.

7. Labeling and product information

- 7.1 All deliveries shall be labeled in accordance with the applicable legal provisions and standards (e.g. CE, UL, ETL, FCC, etc.).
- 7.2 The Supplier shall provide Riedel with all necessary product information, e.g. safety data sheets, processing instructions, labeling regulations, assembly instructions, or work safety measures, including any changes thereto, in good time before delivery or provision of service.
- 7.3 In particular, the Supplier is obligated to inform Riedel about any licensing requirements for (re-)exports of goods in accordance with German, European, and US export and customs regulations as well as the export and customs regulations of the goods' country of origin. For this purpose, the Supplier shall include the following information in its offers, order confirmations, and invoices for the relevant goods: (i) the export list number in accordance with Annex AL to the German Foreign Trade and Payments Ordinance (*Außenwirtschaftsverordnung*) or comparable list items of relevant export lists, (ii) for goods from the USA, the Export Control Classification Number (ECCN) in accordance with US Export Administration Regulations (EAR), (iii) the origin of the goods and of the components of the goods in a trade policy context, including

technology and software, (iv) the harmonized commodity code (HS code) of the goods, and (v) a contact person responsible for export law issues in the Supplier's company.

- 7.4 Upon Riedel's request, the Supplier is also obligated to provide Riedel with all further foreign trade data and declarations/certificates of origin for the goods and components of goods in text form and to inform Riedel without delay (before delivery of such goods) of any changes to the data in text form.

8. Spare parts and readiness for delivery

- 8.1 The Supplier is obligated to stock a reasonable amount of spare and wear parts, consumables, and other items which are required recurrently in connection with the delivered goods (referred to jointly as **Spare Parts**) for the period of normal technical use of the delivered goods, but at least for 10 years after the last delivery, and to offer these to Riedel on reasonable terms.
- 8.2 If the Supplier ceases to deliver the goods during the period referred to in Clause 8.1 or to deliver the Spare Parts after expiry of that period, it shall inform Riedel of this with a reasonable lead time. In this case, Riedel shall have the right to place a final order for the goods and/or Spare Parts to a reasonable extent, which the Supplier shall fulfill.

9. Prices and remuneration/invoices/payment terms

- 9.1 All prices, remunerations, discounts, and other amounts of money stated in the order documents of Riedel are quoted in Euro and are binding for the Supplier. They include all contractually agreed services and any ancillary services required of the Supplier (e.g. delivery/transport, assembly, installation, insurance, packaging, customs duties).
- 9.2 Services, costs, or expenses of the Supplier not expressly agreed upon in the contract (e.g. travel times, travel expenses, room and board) shall not be paid for or reimbursed separately by Riedel. If Riedel and the Supplier have agreed in writing to reimburse travel expenses, Riedel shall reimburse travel expenses only upon presentation of appropriate receipts and supporting documents by the Supplier.
- 9.3 If Riedel and the Supplier have agreed in individual cases that costs or expenses of the Supplier shall be reimbursed, the reimbursement shall only be net plus value added tax (if any), so that any value added tax included in the gross expenses paid by the Supplier shall be subtracted for the purposes of offsetting vis-à-vis Riedel.
- 9.4 Any price changes by the Supplier shall only be valid if they have been agreed in writing with Riedel and announced in writing at least 3 calendar months before the planned entry into force.
- 9.5 All invoices of the Supplier must at least meet the statutory requirements of Section 14 of the German VAT Act (*Umsatzsteuergesetz*, UStG). Any additional requirements (in particular for services) can be specified in the individual orders.
- 9.6 Invoices which do not contain the minimum information specified in Clauses 9.1 to 9.5 may be rejected by Riedel. Riedel reserves the right to withhold payment until receipt of a proper invoice.
- 9.7 Riedel shall pay the Supplier's invoices net within 30 days unless otherwise agreed between the Parties (e.g. in individual contracts or orders). These payment periods shall begin with complete delivery and/or service provision as well as receipt of a proper invoice by Riedel. Insofar as acceptance of the service has been agreed or is specified by law, the payment periods shall begin upon acceptance and receipt of a proper invoice by Riedel.
- 9.8 If the delivery or service provision is not in accordance with the contract, in particular if it is defective, delayed, or incomplete, Riedel is entitled to retain payments until the delivery or service is provided in accordance with the contract. A retention or set-off by Riedel against claims of the Supplier shall not result in the loss of rebates, discounts, and similar payment reductions granted by the Supplier. Other legal and contractual rights of Riedel remain unaffected.
- 9.9 The Supplier acknowledges that Riedel may under certain circumstances be obligated to deduct withholding tax regardless of whether a double tax treaty exists. If necessary, the Supplier can avoid this by presenting a tax exemption certificate from the Federal Central Tax Office.

10. Title to goods/material provided

- 10.1 Goods to be delivered shall become the property of Riedel upon delivery to Riedel or to the company of the Riedel Group designated as recipient by Riedel.
- 10.2 Any retention of title by the Supplier, whether in the form of a *einfacher Eigentumsvorbehalt* (simple retention of title), *verlängerter Eigentumsvorbehalt* (all-monies retention of title with extended clause), or *erweiterter Eigentumsvorbehalt* (all-monies retention of title), shall be excluded. Riedel shall in any case be entitled to process, resell, or otherwise dispose of delivered goods without the Supplier's consent.
- 10.3 Riedel shall retain title to materials, tools, images, drawings, calculations, and other objects and documents provided. If the Parties have agreed to the provision of materials, tools, or other objects by Riedel, the Supplier may only use the materials or objects provided for the execution of the contract. The materials provided must be stored separately. The Supplier may process, combine, or mix the provided materials or objects only on behalf of Riedel. If the property rights of third parties remain in force during processing, combination, or mixing with items of third parties, Riedel shall acquire co-ownership of the new item based on the ratio of the value of the item provided to the other item. If the mixing is carried out in such a way that the Supplier's item is to be regarded as the main item, the Supplier hereby transfers pro rata co-ownership to Riedel; the Supplier shall store the wholly owned or co-owned items for Riedel.
- 10.4 In the event that Riedel provides the Supplier with tools, the Supplier shall use these exclusively for the manufacture of the goods ordered by Riedel. The Supplier is obligated to insure the tools provided by Riedel at replacement value against damage caused by fire, water, and theft at its own expense. At the same time, the Supplier hereby assigns to Riedel all indemnification claims arising from this insurance and Riedel hereby accepts the assignment. The Supplier is obligated to carry out the necessary maintenance and inspection work as well as all servicing and repair work on the tools provided in good time at its own expense.
- 10.5 Insofar as the security interests to which Riedel is entitled pursuant to Clause 10.3 exceed the purchase price of all goods subject to retention of title not yet paid for by more than 10%, Riedel shall, at its own discretion and at the Supplier's request, be obligated to release the security interests.

11. Acquisition of rights

- 11.1 The Supplier transfers to Riedel all property rights and industrial property rights to all tangible and intangible objects, creations, and other (interim) results, in whatever form, which are or were supplied, made available, or created in connection with the execution of the contract or with the inclusion of information which is not generally known or work of Riedel (referred to jointly as **Work Results**). This includes all registered and unregistered intellectual property rights, including industrial property rights and similar rights, in particular trademarks, patents, utility models, registered designs, names, copyrights and ancillary copyrights, technical and operational know-how, rights to Internet domains, and the rights arising from corresponding applications and registrations of all such rights as well as rights and claims to these rights.
- 11.2 If transfer in accordance with Clause 11.1 is not possible for legal reasons, the Supplier grants Riedel the exclusive sub-licensable and transferable right, unlimited in terms of time, place, and content, to use the Work Results for all known or currently unknown types of use to the greatest possible extent. This includes in particular the right to reproduce, distribute, publish, exhibit, present, perform, demonstrate, make publicly accessible, send, forward, and otherwise reproduce the Work Results in any form, in all types of media, in all services, via all transmission channels and regardless of the means and devices used. This also includes the right to change, translate, edit, and otherwise modify the Work Results and to use the results created in this way as described above.
- 11.3 Riedel hereby accepts the above transfer and granting of rights but is not obligated to exercise these rights. Insofar as is necessary for the effective acquisition of the aforementioned rights, the Supplier shall repeat the aforementioned transfer and granting of rights at the time the respective Work Results are produced. Riedel shall accept the transfer and granting of rights in

each case. The aforementioned transfer and granting of rights are irrevocable to the extent permitted by law.

- 11.4 The Supplier agrees that it shall not be named and designated as the author when the Work Results are used and that Riedel is not obligated to make the Work Results accessible to the Supplier. Riedel is entitled to the exclusive and unrestricted registration of industrial property rights in its own name.
- 11.5 The Supplier agrees to undertake all necessary actions in order to effect the aforementioned transfer and granting of rights and to support Riedel in the registration, securing, and retention of rights to the Work Results.
- 11.6 The aforementioned transfer and granting of rights shall also apply beyond the term of the contract and, like the production of the corresponding Work Results and their subsequent use, shall be fully compensated by the contractually agreed remuneration, subject to mandatory statutory provisions.

12. Deployment of subcontractors

- 12.1 The Supplier shall fulfill its contractual obligations itself. The use of subcontractors or other third parties (referred to jointly as **Subcontractors**) by the Supplier is only permitted with the prior written consent of Riedel.
- 12.2 If Riedel has consented to the involvement of a Subcontractor by the Supplier, the Supplier shall impose on the Subcontractor all obligations incumbent upon the Supplier vis-à-vis Riedel to the extent necessary for the proper fulfillment of the Supplier's contractual obligations. The Supplier shall ensure that Subcontractors comply with all applicable statutory provisions, in particular regulations of labor and social security law. In any case, the Supplier shall remain responsible and liable for the actions and omissions of the Subcontractor to the same extent as for its own actions and omissions.

13. Obligation to examine and give notification of defects

- 13.1 The statutory provisions shall apply to the commercial duties of Riedel to examine and give notification of defects (Section 377 German Commercial Code, HGB) with the following proviso: Statutory examination deadlines shall only begin once the goods have arrived at the registered office of Riedel or the company designated by Riedel to receive them. Riedel's obligation to examine shall be limited to obvious defects, i.e. defects which become apparent during an inspection of the exterior of incoming goods, including the delivery documents (e.g. transport damage, wrong delivery, or delivery of an insufficient quantity). No technical inspection is performed for incoming goods. Any related notification of defects by Riedel shall be deemed to have been given in good time if it is made within 10 working days of receipt of the goods. Riedel may give notification of other defects (hidden defects) to the Supplier within two (2) weeks of discovery.
- 13.2 If Riedel determines while examining the goods for obvious defects that parts of the scope of delivery do not correspond to the statutory or contractual requirements, Riedel can reject the entire delivery.
- 13.3 In the event of notification of defects, a remark is recorded on the delivery note with the reconfirmation of the delivering driver or forwarding agent. In the event of acceptance subject to reservation, notification shall be given by fax within the period specified in Clause 13.1.

14. Warranty and rights with regard to defects

- 14.1 The rights of Riedel in the event of material defects and deficiencies of title of the goods or services and in the event of other breaches of duty by the Supplier shall be governed by the statutory provisions. The provisions of these GTCP shall also supplement the statutory rights of Riedel in this respect.
- 14.2 The Supplier warrants that the delivered goods and provided services fully comply with the contractual agreements. The Supplier warrants in particular that the goods have the agreed quality at the time of transfer of risk. In particular, all product descriptions named or referenced in Riedel's order shall be regarded as the agreed quality, regardless of whether these product descriptions originate from Riedel, the Supplier, or third parties (e.g. manufacturers).
- 14.3 The Supplier warrants that the delivered goods and provided services fully comply with the statutory provisions. This particularly includes the current state of the art in the fields of science and technology, the applicable technical regulations and standards

- (e.g. DIN, EN, ISO, VDE), and the applicable regulations regarding minimum wage, occupational health and safety, accident prevention, material, and customs (e.g. REACH, dual-use, etc.).
- 14.4 The Supplier warrants that all parts, materials, and services or other items required for the fulfillment of the order shall be obtained exclusively from authorized distributors and sources. In addition, the Supplier warrants that it shall provide adequate quality management (e.g. in accordance with ISO). At Riedel's request, the Supplier shall be obligated to submit corresponding documentation (e.g. certificates) at its own expense.
- 14.5 The Supplier warrants that the contractually compliant use and application of the Work Results as well as the goods delivered and services provided by the Supplier (e.g. import/export, storage, sale) does not infringe any rights of third parties, in particular any patent rights, copyrights, or other intellectual property rights. The Supplier shall indemnify Riedel and Riedel's customers against all claims arising from possible infringements of the rights of third parties, shall be responsible for the defense against such claims at its own expense, and shall bear all costs incurred by Riedel in this context, in particular costs of legal defense and for adequate license acquisition. If the Supplier does not defend or defends inadequately against such claims, Riedel reserves the right to implement all measures at the expense of the Supplier if the Supplier has not implemented them after expiry of a reasonable period.
- 14.6 In the event of defects in the goods or services, the Supplier shall provide subsequent performance in accordance with the statutory provisions. Subsequent performance shall be provided without delay and free of charge and shall include, at Riedel's option, the remedy of the defect or the delivery of a defect-free item. The Supplier shall be entitled to a maximum of two (2) attempts at subsequent performance.
- 14.7 If the Supplier owes subsequent performance, Riedel shall make the defective goods available to the Supplier at the place they are currently located. The Supplier's subsequent performance shall include any collection, removal, and transport of the defective goods and the delivery and, if needed, installation of a defect-free product delivered by way of subsequent performance, in each case at the Supplier's expense and risk.
- 14.8 In the event that, after Riedel's notification of defects, the Supplier is unwilling or unable to provide subsequent performance as quickly as is necessary to prevent disproportionately great damages, even if Riedel were to set a short deadline for subsequent performance, Riedel has the right to remedy the defect itself or to have it remedied by third parties and to demand reimbursement of the necessary costs and expenses. The same shall apply if the Supplier has not remedied the defect after the unsuccessful expiry of an appropriate deadline set by Riedel.
- 14.9 After the unsuccessful expiry of an appropriate deadline set by Riedel for subsequent performance, Riedel shall be entitled to the statutory rights of withdrawal, reduction, and compensation of damages.
- 14.10 Contrary to Section 442 (1) sentence 2 of the German Civil Code (*Bürgerliches Gesetzbuch*, BGB), Riedel is entitled to all rights with regard to defects without restriction even if Riedel was not aware of the defect at the time of conclusion of contract for reasons of gross negligence.
- 14.11 The unconditional receipt of deliveries or services or their temporary use, as well as the payment of prices, remunerations, or other monetary amounts, does not affect any rights of Riedel (no waiver or loss of rights) and, if applicable, does not constitute acceptance.
- 14.12 The limitation period for deficiency claims of Riedel is 3 years from delivery of the goods, unless a longer limitation period applies according to the statutory provisions. The limitation period for Riedel's claims in tort resulting from a defect in the delivered goods is governed by the statutory provisions.
- 15. Specific provisions for work performance**
- 15.1 The Supplier is obligated to notify Riedel at least 10 working days before the work performance is ready for acceptance unless the type, scope, or complexity of the work performance require a longer notification period. Riedel shall be entitled to test the functionality of the services released for acceptance by the Supplier free of charge within 20 working days after receipt of the relevant declaration of the Supplier, unless the type, scope, or complexity of the work performance require a longer notification period. The acceptance of work performance shall in any case be formal. Partial acceptances and assumed acceptance are excluded. This also applies if Riedel makes use of the work performance without having previously declared its acceptance. Any costs of the acceptance shall be borne by the Supplier.
- 15.2 The Supplier shall remedy defects in the work performance through subsequent performance, either by reworking or by replacement delivery at Riedel's option. If the reworking of the same defect fails several times (at least three times) and if Riedel cannot reasonably be expected to wait any longer, Riedel may withdraw from the contract or reduce the agreed remuneration after expiry of a reasonable grace period and threat of refusal. In addition, Riedel may claim damages or compensation for any fruitless expenditures within the scope of the statutory provisions. Riedel's right to self-help according to Sections 634 No. 2, 637 BGB remains unaffected.
- 15.3 Claims of Riedel due to defects in work that consists of manufacture, maintenance, or modification of an item or in the provision of planning or monitoring services for this purpose, shall become statute-barred 3 years after acceptance in derogation from the statutory limitation period. The statutory limitation periods shall apply to Riedel's claims arising to defects in other works.
- 16. Specific provisions for rental of movable items**
- 16.1 Riedel is not obligated to provide a deposit or other security.
- 16.2 Riedel is entitled to sublease the rented item in whole or in part and to allow third parties to use it. Riedel is entitled to permit the third party to further sublet and allow use of the item.
- 17. Specific provisions for software and IT services**
- 17.1 The Supplier is obligated to always provide Riedel with software with suitable documentation and, in the case of custom software, to give Riedel access to the relevant source code. If the performance of a test or trial run is agreed, the Supplier shall instruct Riedel to the necessary extent at its own expense.
- 17.2 In the event of the procurement of standard software on a permanent basis, the Supplier shall grant Riedel a non-exclusive, irrevocable right of use to the software and the associated documentation, unlimited in terms of time, place, and content, at the time the software is provided.
- 17.3 In the event of the procurement of standard software for a limited period of time, the Supplier shall grant Riedel a non-exclusive right of use to the software and the associated documentation, unlimited in terms of place and content and limited to the term of the contract, at the time the software is provided. The Supplier shall continuously develop the standard software provided to Riedel for a limited period of time and make upgrades and new versions of the software available to Riedel regularly, but at least once a year.
- 17.4 Riedel shall be entitled to the comprehensive use of standard software provided by the Supplier for contractual use, both on a permanent and on a temporary basis. The authorized use includes the running and storage of the software (including installation) on and its loading in IT systems as well as the processing of in-house data sets using the software. The authorized use also includes the right to make copies for backup and archiving purposes and for the processing and development of programs by third parties for Riedel which run concurrently with such software, in particular the creation of interoperability with neighboring systems and programs.
- 17.5 In the event of the procurement of custom software and IT consulting services, the provisions on the transfer and granting of rights to Work Results pursuant to Clause 11 shall apply. These rights extend not only to the software but also to its source code and the associated documentation.
- 17.6 Riedel is entitled to provide the companies of the Riedel Group worldwide with software or individual programs provided by the Supplier for their use if Riedel itself is entitled to use this software. The granting of non-exclusive rights of use always includes the right of companies of the Riedel Group or third parties to exercise the rights of use solely for the purposes of Riedel and the companies of the Riedel Group. This also applies to the right of Riedel to transfer the rights of use to companies of the Riedel Group and to third parties. Riedel can also cause the rights of use to the software including documentation to be exercised by a third party at another location and on systems not belonging to Riedel or a company of the Riedel Group for the purposes of Riedel or

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of RIEDEL Communications GmbH & Co. KG



the companies of the Riedel Group, for example in a third-party data center.

- 17.7 If any special license terms of third parties are to apply when Riedel uses the software provided by the Supplier, the Supplier must provide these license terms to Riedel in full in printed or printable form prior to conclusion of contract. If no such provision is made, only the rights of use granted in these GTCP shall apply.
- 17.8 If maintenance services have been agreed in connection with the standard software or custom software provided on a permanent basis by the Supplier, the Supplier shall keep the software up to date according to the state of the art and free from malfunctions and shall remedy any errors that occur. The statutory rights of Riedel in the event of material defects and deficiencies of title remain unaffected.
- 17.9 The provisions on the transfer and granting of rights to Work Results pursuant to Clause 11 shall apply to results, documents, and other data in any form that are generated during or in connection with the use of software provided by the Supplier.

18. Liability

- 18.1 Even if the Supplier is not at fault, it shall be liable for the impairment or loss of materials, tools, and other objects which Riedel has provided to the Supplier and to which Riedel has retained title.
- 18.2 If the Supplier is responsible for a product defect, it shall indemnify Riedel in the relationship between the Parties against all claims of third parties for product liability asserted against Riedel and/or the Supplier. This shall also apply to any costs and expenses incurred by Riedel due to the product defect (e.g. in the context of recall campaigns or legal defense). If a claim is asserted against Riedel, Riedel shall notify the Supplier of the dispute and the Supplier shall join it.
- 18.3 Any other liability of the Supplier shall be governed by the statutory provisions.
- 18.4 Riedel shall be liable without limitation (i) for damages caused by willful misconduct or gross negligence, (ii) for the breach of material contractual obligations, i.e. obligations that must be fulfilled for proper implementation of the contract and on the performance of which the Supplier usually relies and is expected to rely, (iii) for maliciously concealed defects, (iv) for damages arising from death, bodily injury, or damage to health, (v) for claims under the German Product Liability Act, and (vi) in the event of Riedel expressly assuming a guarantee of quality. Any further liability of Riedel is excluded.

19. Insurance policies

- 19.1 For the duration of the contractual relationship with Riedel (including any warranty and limitation periods), the Supplier is obligated to take out liability and product liability insurance policies at conditions customary in the industry and with sufficient coverage amounts.
- 19.2 Upon request, the Supplier shall provide Riedel with documentation of the insurance cover it is obligated to maintain.
- 19.3 The Supplier's insurance obligations regulated in the present Clause 19 shall apply without prejudice to all statutory and contractual rights of Riedel.

20. Set-off, retention right, and assignment

- 20.1 The Supplier can only offset undisputed or legally established claims against claims of Riedel.
- 20.2 The Supplier can only exercise a right of retention if its counterclaim is based on the same contract as Riedel's asserted claim.
- 20.3 The Supplier can only assign claims against Riedel, as well as contractual obligations and rights, with the prior written consent of Riedel.

21. Confidentiality

- 21.1 The Supplier is obligated to maintain confidentiality for an unlimited period regarding all information in any form, e.g. technical, financial, economic, legal, or fiscal information, personal data, trade and business secrets, know-how, procedures, developments, measured values, drawings, and plans of Riedel or of companies of the Riedel Group or of third parties (**Confidential Information**), which become or have become known to it during and in connection with the fulfillment of the contract, and not to record, transmit, or otherwise exploit such information, unless this

is necessary to achieve the respective purpose of the contract. Confidential Information also includes the fact of concluding a contract with Riedel and the content of the contract.

- 21.2 This Confidential Information was not previously known or readily accessible, either in its entirety or in detail. Therefore, it is of economic value and there is a legitimate interest in keeping it confidential. The Confidential Information is protected by appropriate confidentiality measures on the part of the respective owner and recipient.
- 21.3 There shall be no transfer or granting of rights to Confidential Information to the Supplier.
- 21.4 Riedel makes no representation that the Confidential Information is complete, accurate, or usable.
- 21.5 The Supplier shall ensure in an appropriate manner that persons and companies working for it who have access to Confidential Information are themselves subject to the aforementioned obligations.
- 21.6 If the Supplier is obligated to disclose Confidential Information due to a statutory obligation or an official or court order, the Supplier shall inform Riedel of this in writing without delay and, upon request, support Riedel in protecting the Confidential Information or having it protected to the greatest possible extent.
- 21.7 The Supplier shall acquire neither the title nor (outside the use of the Confidential Information for purposes of contract execution) further rights of use to the Confidential Information of Riedel. The Supplier shall refrain from commercially exploiting or imitating the Confidential Information in any way other than for its intended purpose (in particular by way of so-called "reverse engineering") or from allowing third parties to commercially exploit or imitate it, and in particular shall refrain from applying for industrial property rights—in particular trademarks, designs, patents, or utility models—to the Confidential Information.
- 21.8 The Supplier is obligated to return all Confidential Information and its reproductions as well as all created materials which contain Confidential Information or allow conclusions to be drawn about it without delay upon request by Riedel or after the end of the contract or to destroy it in the most secure way possible according to the state of the art and to confirm the aforementioned actions in writing to Riedel.

22. Data protection

- 22.1 During the execution of the contract, the Supplier shall comply with the applicable data protection regulations and ensure that the persons it employs comply with them. In particular, the Supplier shall take sufficient technical and organizational measures (Art. 32 GDPR) to ensure a level of protection of personal data appropriate to the risk.
- 22.2 If the Supplier comes into contact with personal data of Riedel (in particular of employees or contractual partners) during the provision of services as intended, the Supplier shall conclude a Data Processing Agreement (Art. 28 GDPR) with Riedel if this is required in accordance with the applicable data protection law.
- 22.3 Riedel shall be entitled to terminate the contract in whole or in part if the Supplier culpably breaches its obligations under the present Clause 22 and does not comply with them within a reasonable period set by Riedel or if the Supplier breaches its data protection obligations willfully or through gross negligence.

23. Company premises and safety guidelines

- 23.1 On the premises of Riedel and other companies of the Riedel Group, the Supplier shall comply with the applicable house rules and the relevant safety regulations as well as with the relevant instructions of Riedel personnel.
- 23.2 The Supplier is obligated and shall in turn obligate its appointed personnel to comply with all internal safety guidelines of Riedel brought to its attention if these are applicable to the provision of services. If the Supplier is for any reason unable to comply with Riedel's safety guidelines, the Supplier shall submit a request for an exemption to its designated contact person at Riedel. The granting of such an exemption is at the discretion of Riedel and can only be carried out by the Supplier's contact appointed by Riedel for this purpose. If the Supplier only becomes aware of safety guidelines after conclusion of contract and if the Supplier is not in a position to comply with the safety guidelines or is only in a position to do so at considerable additional expense, it must inform Riedel of this in writing without delay. In this case, Riedel and the

Supplier shall make every effort to find an appropriate solution and, if necessary, to amend the contractual agreements.

24. Applicable law/place of jurisdiction

- 24.1 The contractual relationship between Riedel and the Supplier, these GTCP, and all rights arising out of or in connection therewith shall be governed exclusively by German law subject to the exclusion of its private international law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 24.2 The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship between Riedel and the Supplier and these GTCP is the location of the registered office of Riedel, Wuppertal, Germany. In addition, Riedel is entitled, at its own discretion, to bring an action against the Supplier at the location of its registered office.

25. Amendments to these GTCP

Riedel reserves the right to change these GTCP at any time. The amended Terms and Conditions of Procurement shall be communicated to the Supplier prior to their entry into force, subject to a reasonable period of notice, and shall apply to all future contracts between Riedel and the Supplier.

26. Concluding provisions

- 26.1 The German version of these GTCP shall take precedence over the English version. The English version is only a non-binding translation.
- 26.2 If the term "in writing" or "written form" is used in these GTCP, this generally means "in writing" within the meaning of Section 126 BGB. The electronic exchange of copies of documents with handwritten signatures is sufficient for this purpose. Simple e-mails are not sufficient.
- 26.3 No verbal side agreements have been made.
- 26.4 Should a provision of these GTCP prove to be or become void, invalid, or unenforceable in full or in part, this shall not affect the validity or enforceability of the remaining provisions of these GTCP. Riedel and the Supplier shall be obligated to replace the invalid provision by a provision which, as far as legally possible, comes closest to what the Parties would have agreed upon according to the aim and purpose of these GTCP if they had recognized the invalidity of the provision. This severability clause is not intended to merely reverse the onus of proof, but to exclude Section 139 BGB in its entirety.

As at: December 11, 2019