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**§ 1. SCOPE**

1.1 These Terms and Conditions of Sale, Delivery, Service, and Lease (hereinafter referred to as "**Terms and Conditions**" or "**Contract**") apply to all legal transactions with Riedel Communications Canada Inc. 4600 Louis-B.-Mayer Street, Laval (Quebec), Canada, H7P6E4 (hereinafter referred to as "**Riedel**"), except for the purchase of deliveries and services.

1.2 Any conflicting provisions or general terms and conditions proposed by the contractual partner (hereinafter referred to as "**Customer**") will not apply unless explicitly agreed to in writing. This requirement for written consent remains valid even if Riedel proceeds with delivery or service without expressly objecting to the Customer's terms.

**§ 2. CONCLUSION OF A CONTRACT**

2.1 All offers made by Riedel are subject to change and are non-binding. A Contract is only formed when Riedel provides written confirmation of the Customer's binding order. The scope of services to be provided by Riedel and the delivery timeline will be determined exclusively by this written order confirmation. The order confirmation will specify whether the deliveries and services constitute a purchase, rental, or provision of services.

2.2 Drawings, dimensions, weights, and other performance data provided to the Customer in brochures or other information are only binding if explicitly agreed upon in writing. These specifications do not constitute a warranty of quality or fitness for a particular purpose, even if they are standard specifications such as the German Institute for Standardization (DIN standard).

2.3 By placing an order with Riedel or accepting services from Riedel, the Customer agrees to these Terms and Conditions.

**§ 3. Prices, Payment Terms**

3.1 Unless otherwise stipulated in the order confirmation, the prices specified within the order confirmation are valid as per the current price list of Riedel, plus the applicable taxes, including sales and value-added tax (VAT) at the statutory rate, withholding taxes (if applicable), customs duties, and any other fees or charges required by law. Costs for packaging and freight are also included. All such taxes, duties, fees, and charges shall be borne exclusively by the Customer unless otherwise explicitly agreed in writing.

3.2 The Customer agrees to indemnify and hold Riedel harmless against any administrative instructions or demands from any governmental authority in any jurisdiction where the Customer operates its activities, as well as any judgment holding the Customer liable for withholding taxes on its payments. The Customer will indemnify Riedel for the full amount of such withholding taxes and any associated penalties or interest.

3.3 Deliveries and services are subject to the condition that there are no legal obstacles under national or international regulations, including export control laws, embargoes, or other sanctions (cf. § 10).

3.4 Any information Riedel provided in an offer or order confirmation regarding personnel and material costs is based on the timeline specified in the offer or order confirmation. The Customer acknowledges that any changes to this timeline may result in adjustments to these costs.

3.5 Notwithstanding the provisions set forth in § 18, Riedel may adjust the remuneration appropriately, considering the principle of equivalence with regard to the Customer, through a written adjustment declaration. Adjustments may be made if cost reductions or cost increases occur several months after the conclusion of the Contract, mainly due to salary adjustments,

collective wage agreements, or changes in material costs. Riedel shall provide evidence of the reason and extent of any cost changes to the Customer upon request. If the Customer does not terminate the Contract within two weeks after receiving the adjustment notice (special right of termination), the new remuneration shall be deemed agreed. Riedel must explicitly inform the Customer of this right to terminate in the adjustment notice.

3.6 The placing of orders is binding. If Riedel agrees, as a gesture of goodwill, to take back partial quantities of unused and initially packaged products ordered by the Customer in excess, Riedel shall be entitled to charge a restocking fee of 15 percent of the list price.

3.7 The price is due and payable net within 10 days from the invoice date. However, Riedel shall be entitled at any time, even within an ongoing business relationship, to execute delivery or service in whole or in part only against advance payment.

3.8 If the Customer exceeds the due date for payment, interest at a rate of nine (9) percentage points above the respective base interest rate per annum shall accrue. Riedel reserves all rights to claim further damages for delay and lump sum compensation for collecting delayed payments of CAD \$65.

3.9 The Customer shall only be entitled to offset claims if their counterclaim is undisputed or has been assessed in a legally binding judgment and if such claim arises from the same transaction.

#### **§ 4. COOPERATION OF THE CUSTOMER**

4.1 The Customer is required to cooperate in the performance of Riedel's services to the extent that such cooperation is necessary and reasonable (this includes but is not limited to providing information, granting access to installation or event locations, ensuring availability of storage and work areas, supplying power and Internet connections, providing frequencies, obtaining official permits) or if these cooperative services have been expressly agreed upon in the Contract.

4.2 The Customer must promptly inspect delivered products for completeness and accuracy without delay.

4.3 The Customer shall provide all necessary cooperation promptly and at no additional cost to Riedel.

4.4 The Customer shall bear any consequences arising from missing, insufficient, or untimely cooperation, including additional costs Riedel incurred.

#### **§ 5. DATE OF DELIVERY, SUB-CONTRACTORS**

5.1 The delivery date provided by Riedel is non-binding unless explicitly stipulated as a fixed date in the order confirmation.

5.2 Delivery is conditional upon the Customer fulfilling all necessary obligations promptly and adequately, including clarifying all technical questions.

5.3 If the Customer requests delivery on the date specified by Riedel in the offer, and this delivery date can only be met through express delivery due to delays caused by the Customer, the Customer shall bear any additional costs incurred. Similarly, if Riedel can only meet the agreed delivery date through express delivery due to unforeseeable or unavoidable circumstances (e.g., natural disasters, strikes), these additional transportation costs will be invoiced separately.

5.4 Riedel is authorized to employ subcontractors or other companies within the Riedel Group to provide its services.

#### **§ 6. PASSING OF RISK**

6.1 Unless otherwise stipulated in the order confirmation, delivery of goods shall be performed Free Carrier (FCA), Montreal, Quebec, Canada, in accordance with Incoterms® 2020.

6.2 The risk of loss or deterioration of the goods shall pass to the Customer upon handover at the latest. In cases of sale by delivery, the risk of accidental loss, accidental deterioration of the products, and delay passes to the freight forwarder, carrier, or any other person or institution designated to carry out the shipment. If acceptance has been agreed upon, this shall determine when the risk transfer occurs. Handover is deemed to have taken place if the Customer defaults to acceptance.

6.3 If the Customer is in default of acceptance, fails to cooperate, or causes delays in delivery by Riedel for other reason caused by the Customer, in that case, Riedel shall be entitled to demand compensation for any resulting damages, including additional expenses such as storage costs.

#### **§ 7. RETENTION OF TITLE**

7.1 Riedel retains title to the goods until all current and future payments arising from the purchase Contract and ongoing business relationship (secured claims) with the Customer have been settled.

7.2 The Customer must handle the goods with due care and insure them against fire, water damage, and theft at their own expense.

7.3 The Customer must immediately notify Riedel in writing if the goods become subject to seizure or any other encumbrances by third parties. In such cases, Riedel can repossess the goods without delay.

7.4 Until further notice, the Customer is authorized to resell the goods in the ordinary course of business and comply with applicable export control requirements (see § 10). Upon entering into a resale contract with a third party, the Customer hereby assigns all claims arising from such resale up to the amount of the final invoice (including the applicable sales taxes) to Riedel. Riedel accepts this assignment. Notwithstanding Riedel's right to claim direct payment, the Customer may collect payment on the assigned claims, provided they fulfill all payment obligations owed to Riedel.

7.5 Upon request by the Customer, Riedel agrees to release securities if their value exceeds the secured claims by more than 10%. Warranty (in case of sale) and software-related terms

7.6 In the event of material defects, Riedel will, at its sole discretion, remedy the defects or deliver conforming goods.

7.7 If Riedel and the Customer have entered into a Service Level Agreement (SLA) for a specific service or product (e.g., "Riedel Care", a "Cloud Service", or a "Subscription"), the provisions contained in the SLA shall take precedence over these Terms and Conditions.

7.8 The warranty period for brand-new goods is two (2) years from the handover of the goods. For wear parts (e.g., parts that may lose their functionality within their service life if used as intended, such as rechargeable batteries, batteries), the warranty period is limited to one year. For used goods, the warranty granted by Riedel from the date of delivery of the goods depends on the age of the equipment:

- Device age 1–2 years: Two years warranty;
- Device age 2–4 years: One year warranty;
- Device age 5 years or older: No warranty.

The Customer's claims for defects are subject to compliance with statutory inspection and notification obligations. Apparent defects must be reported in writing within two working days of delivery, and latent defects not visible during the inspection must be reported within two business days of discovery. Failure to properly inspect and/or report defects excludes Riedel's liability for such defects.

7.9 The warranty is void if the Customer opens or alters the product without prior written consent from Riedel.

7.10 Products may include software, including open-source components provided by third parties. Any software supplied by Riedel shall be governed by its respective license terms. Riedel expressly disclaims all warranties related to such software, including implied warranties of merchantability and fitness for a particular purpose. In no event shall Riedel or its licensors be liable for any direct, indirect, consequential, incidental, punitive, exemplary or special damages or any other damages whatsoever arising out of or in connection with the use or performance of the software, except where applicable law prohibits such exclusions.

7.11 The Customer must not directly or indirectly: (a) disassemble, decompile, reverse engineer, or attempt to obtain algorithms used by the equipment or software unless authorized under these Terms and Conditions; nor (b) combine, incorporate, or use any item of equipment or software in connection with the equipment or services in any way other than approved in writing by Riedel.

## § 8. SPECIAL WARRANTY PROVISION FOR SYSTEM INTEGRATORS, DISTRIBUTORS, OR OTHER INTERMEDIARIES

8.1 For system integrators, distributors or other intermediaries, claims under the Manufacturer's Warranty may only be asserted directly against Riedel and not against Customers of Riedel who do not directly use the goods themselves for their intended purpose but instead integrate them into systems for further distribution or independently further distribute or resell them e.g., system integrators, distributors, or other intermediaries; (collectively referred to as "Intermediaries").

8.2 The additional warranty set forth in § 8.3 is conditioned upon the End Customer's compliance with the requirements of § 8. The warranty period under the Manufacturer's Warranty begins upon delivery of the goods to the respective intermediary. This warranty period is extended by an additional three months for intermediaries as a courtesy. The End Customer's claims are primarily satisfied through the Manufacturer's Warranty, but their statutory warranty and defect rights shall remain unaffected.

8.3 The Intermediary must inform the End Customer promptly about the Manufacturer's Warranty and its conditions, including time limits, exclusions, and procedures for making claims.

8.4 The Intermediary must notify Riedel without delay if an End Customer asserts a claim against them under the Manufacturer's Warranty. The Intermediary must provide Riedel with all necessary information to process the claim, including contact details of the End Customer, product details, the nature of the defect, and the date of handover to the intermediary. Alternatively, the intermediary may forward the End Customer's request directly to Riedel.

8.5 The Manufacturer's Warranty does not apply to Intermediaries themselves.

## § 9. EXPORT

9.1 The Customer is responsible for obtaining all required import, export, freight licenses, permits, and other necessary documentation. The Customer undertakes to provide all information, documents, approvals, and certificates required for export, import, or shipment promptly and at their own expense.

9.2 If delays occur in the provision of services due to the procedures or measures mentioned above (e.g., approval processes, examinations, or information requirements), delivery deadlines and dates shall be postponed accordingly unless Riedel is solely responsible for the delay.

9.3 If certain parts of the service become legally impossible due to regulatory restrictions, the Contract shall be considered void with respect to those parts. The remaining portions of the Contract shall remain valid unless the Customer demonstrates that the remaining



parts are no longer of interest to them. The Customer shall not have any claims or rights due to delays or partial or complete Contract cancellation.

9.4 Riedel shall be released from its performance obligations if legally binding notices, directives, statutory provisions, or public law regulations prevent fulfillment. This includes restrictions on export controls, import controls, embargoes, quotas, and foreign exchange limitations. The same applies to Riedel agents and suppliers.

9.5 If the products delivered by Riedel are goods and technologies that fall under embargo regulations such as EU Regulations No. 833/2014 (Russia) or No. 765/2006 (Belarus), and delivery is made to a third country outside Canada that is not classified as a "**partner country**", any resale, re-export, or delivery of these products—directly or indirectly—to Russia or Belarus is strictly prohibited. In case of breach of this provision, Riedel may impose a contractual penalty of 25% of the purchase price for the goods and technologies concerned and claim compensation for damages incurred, including fines. The contractual penalty will be credited against the damages owed. Furthermore, Riedel reserves the right to withdraw from unfulfilled contracts immediately and terminate business relationships with the Customer. Riedel may also notify relevant authorities in Canada about violations committed by the Customer.

## **§ 10. LIABILITY**

10.1 In cases where applicable, Riedel may be liable for damages to life, body, or health, as well as damages under the Civil Code of Quebec and other statutory laws.

10.2 For other damages arising from a breach of contractual obligations, Riedel shall be liable as follows:

(a) In cases of fraudulent intent, intentional misconduct, or gross negligence by Riedel's legal representatives or executive employees, to the extent applicable, Riedel could be liable in accordance with statutory law.

(b) For damages caused by negligent breaches of fundamental contractual obligations or by intent or gross negligence of Riedel's vicarious agents without breaching fundamental contractual obligations, Riedel's liability shall be limited to typical and foreseeable damages. Fundamental contractual obligations are those necessary to enable the proper fulfillment of the Contract. Liability for any negligence, other than gross negligence, is excluded.

(c) Riedel shall not be liable for loss of profit, indirect damages, consequential damages, any other third-party claims (e.g., breakdown of data lines).

(d) Riedel shall not be liable for damages or delays in delivery arising from export-related risks unless the Customer proves that such damages are unrelated to import-related official measures and are solely attributable to Riedel.

10.3 For damages unrelated to a breach of contractual obligations, Riedel's liability shall be limited to damages caused by intent or gross negligence by Riedel's legal representatives or executive employees.

10.4 Riedel shall not be liable for claims related to the purchase of used goods—regardless of their legal basis—unless Riedel, its legal representatives, or agents have acted with gross negligence or intentional misconduct in violating their obligations.

10.5 Any liability not expressly provided for above is disclaimed.

10.6 Where liability is not excluded and a limitation has been individually agreed upon in compliance with applicable law, Riedel's liability shall be limited to the Contract value stated in the Contract or order confirmation.

## **§ 11. FORCE MAJEURE**

11.1 Riedel shall be relieved from its contractual obligations in cases of force majeure. Force majeure refers to events that are unforeseeable, irresistible, and beyond the control of Riedel, including but not limited to war, floods, natural catastrophes, pandemics or epidemics, as well as incidents such as water ingress, power blackouts, or destruction of data-carrying conduits.

11.2 In the event of force majeure, the provisions of § 19 of these General Terms and Conditions shall apply unless otherwise specified in the order confirmation.

## **§ 12. MODIFICATION OF MATERIAL CONTRACTUAL CIRCUMSTANCES**

Riedel reserves the unilateral right to terminate or withdraw from the agreement with the Customer if a change in applicable laws or circumstances beyond Riedel's control results in a fundamental change to the contractual obligations. Fundamental changes include, but are not limited to:

(a) Where the performance or receipt of contractual services becomes impossible;

(b) Where continuing the Contract would impose a substantial and unforeseen financial burden on Riedel, generally defined as an increase in contractual costs of at least 10%;

(c) Where the performance of the Contract would contravene applicable competition laws;

(d) Where Riedel is unable to fulfill its obligations due to non-performance by its suppliers through no fault of its own.

## **§ 13. JURISDICTION, APPLICABLE LAW**

13.1 Unless otherwise stipulated in the order confirmation, the exclusive place of jurisdiction and place of performance shall be Montreal, Quebec, Canada.

13.2 The relationship between Riedel and the Customer shall be governed by the applicable laws of the Province of Quebec, Canada, excluding the United

Nations Convention on Contracts for the International Sale of Goods (CISG), the Hague Uniform Laws on the Sale of Goods, and the Vienna Convention on Contracts for the International Sale of Goods. This exclusion also applies to any conflict of law principles that might otherwise lead to the application of laws from another jurisdiction.

#### **Special Provisions Applicable to Leases and the Provision of Additional Services**

In addition to the Terms and Conditions provided above, the following provisions shall apply to the Lease of equipment (hereinafter "**Leased Equipment**") and (if and insofar applicable based on Riedel's order confirmation) to the provision of additional services:

#### **§ 14. TERMS OF LEASE**

Riedel reserves the right to provide the Customer with functionally equivalent Leased Equipment instead of the previously ordered equipment.

#### **§ 15. CAREFUL HANDLING OF LEASED EQUIPMENT**

15.1 The Customer must handle the Leased Equipment diligently and carefully and retain the original packaging used for its delivery.

15.2 The Customer may only sublet or transfer possession of the Leased Equipment to a third party with Riedel's prior written consent. Even with such consent, the Customer remains fully responsible for any fraudulent or negligent behavior by the third party in connection with the use of the Leased Equipment.

15.3 Repairs to the Leased Equipment by the Customer or their authorized representatives are only permitted with prior written consent from Riedel.

15.4 The Customer is prohibited from making any alterations to the Leased Equipment or opening it. If alterations are made, the Customer shall bear all costs necessary to restore the equipment to its original condition.

#### **§ 16. DEVICE-SPECIFIC PROVISIONS**

16.1 If the Leased Equipment includes radio equipment, these radio sets will be delivered with pre-selected frequencies unless otherwise agreed upon.

16.2 The transfer and use of Leased Equipment abroad is strictly prohibited without Riedel's prior written consent.

16.3 Fees or other costs associated with using the Leased Equipment or compliance with official requirements shall be borne by the Customer.

#### **§ 17. TERM OF LEASE AND RETURN OF LEASED EQUIPMENT**

17.1 The term of the lease agreement is specified in the order confirmation.

17.2 Either party may terminate the Lease with immediate effect only for cause by providing written notice to the other party. Good cause for Riedel includes

repeated late payments by the Customer, insolvency proceedings initiated against the Customer, or failure by the Customer to fulfill contractual obligations despite receiving prior written warnings from Riedel.

17.3 Upon termination of the Lease, the Customer must return the Leased Equipment at their own expense, clean it, and keep it in its original condition, using the original packaging provided at delivery. Returns must be made during Riedel's business hours.

17.4 If the Customer fails to return the Leased Equipment at the end of the lease term, Riedel reserves the right to claim either the stipulated rent or standard market rent as loss-of-use compensation for the period of delayed return.

17.5 If the Customer loses or damages the Leased Equipment or is otherwise unable to return it upon termination of the Lease, Riedel may invoice the Customer for its replacement based on the applicable list price.

#### **§ 18. LEGAL CONSEQUENCES IN THE EVENT OF WITHDRAWAL FROM THE LEASE OR TERMINATION BEFORE THE LEASE PERIOD BEGINS**

18.1 The Customer bears the risk associated with executing the Contract or achieving the intended purpose of the Lease, including external circumstances that may make Contract performance difficult or impossible (e.g., force majeure).

18.2 The Customer may terminate or withdraw from the Lease Agreement only if Riedel is at fault (e.g., due to impossibility of performance or deterioration of the Leased Equipment) or if a right of termination or withdrawal ("**Cancellation**") has been explicitly agreed upon in writing. Cancellation is precluded once the lease period begins.

18.3 If an explicit right of Cancellation has been agreed upon, the Customer shall pay lump sums as compensation unless otherwise stipulated in the order confirmation. The Customer retains the right to prove that Riedel incurred no damages or lesser damages than those specified. In the event of the contractually agreed right of termination or withdrawal, the price owed by the Customer for the calculation of the lump sums include all components of the order price (e.g. for preparation of the Leased Equipment, configuration, installation, etc.) and third-party services already contracted.

(a) Up to three months before the lease period begins: The obligation to pay the lease price is waived, except for Riedel's expenses up to that point.

(b) Between three months and one month before the lease begins, 50% of the originally agreed lease price must be paid.

(c) Between one month and 10 days before the lease period begins: 80% of the initially agreed lease price must be paid.

(d) From 10 days before the lease period begins: Cancellation by the Customer is precluded, and the full lease price must be paid.

18.4 Riedel shall make reasonable efforts to mitigate damages in cases specified under §18.3. This includes attempting to terminate third-party contracts and repurpose goods or services already ordered or prepared for other events or Customers.

#### **§ 19. WARRANTY (IN CASE OF LEASE)**

19.1 If a defect in the Leased Equipment becomes apparent at the beginning of the lease period, during an obligatory inspection, or at any time thereafter, the Customer must notify Riedel immediately in writing. Apparent defects must be reported in writing within two (2) working days from the start of the lease period, and latent defects must be reported within two working days from their discovery.

19.2 If the Customer fails to properly inspect the Leased Equipment and/or report defects as required, Riedel's liability for defects that are not reported, not reported in time, or not appropriately reported is excluded, except where such exclusion would contravene mandatory legal provisions.

19.3 Warranty and liability for damages present at the time of handover shall be disclaimed unless Riedel acted deliberately or with gross negligence.

19.4 The warranty period is one year from the end of the year when the entitlement was established and when the Customer became aware of the circumstances justifying the claim or could have acquired such knowledge without gross negligence.

#### **§ 20. RIGHTS OF USE**

20.1 Riedel retains all rights to the intellectual property associated with the Leased Equipment and any developments made during or within the scope of the Contract, including but not limited to copyrights (e.g., works and copyrightable materials such as computer programs, software, firmware, or source code), patents, inventions, trade secrets, know-how, database rights, and drawings.

20.2 The Customer shall not use Riedel's intellectual property beyond the scope of the Contract unless such use is absolutely necessary for the performance of the Contract (e.g., within the scope of the use of the Leased Equipment).

20.3 The Customer hereby assigns to Riedel all rights, title, and interest in all developments. All copyrightable works shall be considered "**works made for hire**" to the extent permitted by law. The Customer irrevocably waives all moral rights (droits moraux) in any developments to benefit Riedel.

20.4 These General Terms and Conditions do not contain any provisions that transfer or license Riedel's intellectual property to the Customer. No implied licenses concerning Riedel's intellectual property rights are granted to the Customer.

20.5 The Customer shall promptly disclose all developments to Riedel and, at Riedel's expense, assist Riedel in securing all rights in such developments worldwide.

20.6 The Customer appoints Riedel as attorney-in-fact to execute documents necessary to perfect Riedel's rights in developments if the Customer is unavailable or unwilling to do so.

20.7 The lease payments constitute full compensation for all assignments of rights hereunder.

20.8 The Customer shall maintain confidentiality of all intellectual property rights associated with the Leased Equipment.

20.9 This Article survives termination of this Contract.

#### **§ 21. ADDITIONAL SERVICES (E.G. PROVISION OF PERSONNEL, ASSEMBLING AND SUPPORT)**

21.1 If Riedel agrees to provide additional services as specified in the order confirmation (e.g., provision of personnel, assembly, or support services such as First or Second Level Support), Riedel shall only deliver the services explicitly stipulated in the order confirmation.

21.2 For assembly, setup, and support services, the Customer must complete all preliminary work at the place of performance necessary for Riedel to fulfill its obligations without undue delay and under adequate working conditions.

21.3 The Customer, as part of their duty to cooperate (see § 4), is responsible for ensuring that Riedel's personnel are informed of any potential occupational safety risks and the applicable occupational safety protocols prior to commencing work in connection with the service provision.

21.4 Riedel is not obligated to inspect existing equipment.

21.5 If assembly, setup, or start-up is delayed due to reasons beyond Riedel's control, the Customer agrees to bear any additional costs incurred based on Riedel's current price list.

21.6 Riedel shall perform its services with the diligence of a prudent professional and in accordance with industry standards. Contractual work services are excluded unless explicitly agreed upon in writing.

21.7 Unless otherwise agreed, Riedel reserves the right to appoint personnel while reasonably considering the Customer's interests.

21.8 During the performance of services and for a period of two years following its termination, the Customer is prohibited from soliciting Riedel's employees or attempting to do so, from encouraging third parties to solicit them, or from assisting in such solicitation activities. For each violation of this prohibition, the Customer shall pay a contractual penalty equal to one gross monthly salary for each solicitation attempt. Each solicitation attempt targeting an individual employee shall be deemed a separate violation. Riedel



reserves the right to claim additional damages beyond the contractual penalty.

## § 22. CONFIDENTIALITY

22.1 All information exchanged between Riedel and the Customer shall be treated as confidential and secured by appropriate protective measures. For the duration of the contractual relationship and beyond, the Customer may not disclose this confidential information to any third party without Riedel's prior written consent.

22.2 Confidential information includes, regardless of its medium, details such as product specifications, manufacturing processes, know-how/business secrets, business relationships, strategies, plans, financial data, and personnel matters. Confidential information must not have been previously known or readily accessible in its entirety or in detail. Such information has economic value and a legitimate interest in being kept confidential.

22.3 Confidential information received by either party must be protected by appropriate secrecy measures implemented by the receiving party.

22.4 All information obtained by the Customer from Riedel or created within the scope of an order or Contract, including work results, must be returned to Riedel upon termination of the Contract or completion of the order.

22.5 Upon termination of the Contract, the Customer must return all confidential information obtained from Riedel, including any copies made, or delete/destroy it upon request. If deletion or destruction is required, measures must ensure that reconstruction of the information is impossible. The Customer must confirm in writing that all confidential information has been returned or destroyed upon request.

22.6 The obligation of confidentiality does not apply to information that is lawfully public, independently developed by the Customer outside of Riedel's services, or lawfully obtained from third parties. The burden of proof for these exceptions lies with the Customer.

22.7 Legal and regulatory disclosure obligations remain unaffected. The Customer may disclose Riedel's confidential information to its affiliates or agents only with Riedel's prior written consent and subject to a confidentiality obligation equivalent to this clause.

22.8 The Customer shall not acquire any ownership or further rights to use Riedel's confidential information beyond what is necessary for fulfilling the Contract. The Customer shall refrain from exploiting or imitating Riedel's confidential information outside of the contractual agreements (e.g., through reverse engineering) or from enabling third parties to do so. In particular, the Customer is prohibited from applying for industrial property rights—such as trademarks, designs, patents, or utility models—based on Riedel's confidential information.

## § 23. DATA PROTECTION

23.1 If Riedel's provision of additional services involves the processing of the Customer's personal data, the parties shall execute a data processing agreement provided by Riedel or any other necessary agreements to ensure compliance with applicable privacy laws.

23.2 Details regarding Riedel's processing of personal data can be accessed at <https://www.riedel.net/en/data-privacy>

## § 24. WAIVER

No waiver by Riedel of any of the provisions of this Contract is effective unless explicitly set forth in writing and signed by Riedel. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Contract operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

## § 25. NO PUBLIC ANNOUNCEMENTS

Neither party shall publicly disclose, issue any press release, or make any other public statement, or otherwise communicate with the media, concerning the existence of this Contract or the subject matter hereof, without the prior written approval of the other party.

## § 26. ASSIGNMENT

(a) The Supplier may not assign any of its rights or delegate any of its obligations under this Contract without Riedel's prior written consent. Riedel may assign any of its rights or delegate any of its obligations to any person without the consent of the Supplier.

(b) Any purported assignment or delegation in violation of this §26 is null and void. No assignment or delegation relieves the assigning or delegating party of any of its obligations under this Contract.

## § 27. SUCCESSORS AND ASSIGNS

This Contract is binding on and enures to the benefit of the parties to this Contract and their respective successors and permitted assigns.

## § 28. COUNTERPARTS

This Contract may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

## § 29. SEVERABILITY

29.1 Should a provision of this Contract prove to be or becomes void, invalid, or unenforceable in full or in part, the validity or enforceability of the remaining provisions of this Contract shall not be affected.

29.2 Riedel and the Supplier shall be obligated to replace the invalid provision by a provision which, as far as legally possible, most closely reflect the

parties'parties' intentions according to the aim and purpose of this Contract if they had been aware of the invalidity of the provision.

29.3 No oral side agreements have been made.

### **§ 30. INTERPRETATION**

(a) For purposes of this Contract, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (c) words denoting any gender include all genders.

(b) The parties drafted this Contract without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

(c) The headings and the underlined text at the beginning of paragraphs in this Contract are for reference only and do not affect the interpretation of this Contract.

### **§ 31. ENTIRE AGREEMENT**

This Contract, including and together with any related exhibits, schedules, attachments, and appendices, together with the individual transactions, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

### **§ 32. LANGUAGE**

32.1 The French version of this Contract shall take precedence over the English version. The French version is the only binding translation, unless otherwise agreed by the parties.

32.2

The parties have required that this Contract and all documents and notices resulting from it be drawn up in English. Les parties aux présents ont exigés que la présente convention ainsi que tous les documents et avis qui s'y rattachent ou qui en découleront soient rédigés en anglais.

Last updated: May 2025