

# General conditions of Purchase - Kroll Energy GmbH

( Status as of May 2023 )



## 1. Scope

- a) Legal relations (supplies and services) between the Suppliers and the AG shall be governed exclusively by the following terms and conditions, unless otherwise is agreed in writing. They also apply to all future deliveries, services or offers to the AG, even if they have not once again been separately agreed.
- b) The Supplier should draw the AG's attention to obvious errors, spelling errors or errors in calculations and any incompleteness in the purchase order for the purposes of correction and/or completion.
- c) The delivery agreement as well as any amendments, subsidiary arrangements, statements as to its termination as well as any other statements and notices must be made in writing, unless otherwise specified in these Terms of Purchase.
- d) The Supplier's terms and alternative agreements apply only when the AG has accepted them in writing. Neither the fact that the AG has not expressly objected to an agreement nor the acceptance of services or the payment thereof, shall be deemed to be an acknowledgement. Furthermore, a reference in our (the AG) purchase order to the offer-proposal documents of the Supplier shall not be considered as acceptance of the terms and conditions of the Supplier.

## 2. Confirmation and Acceptance of the Purchase Order

- a) Acceptance of the purchase order shall be confirmed to the AG in writing without delay. If the Supplier does not accept the purchase order within one week after receipt, the AG shall be entitled to revoke such order at any time without further obligations.
- b) Should the order confirmation deviate from the purchase order, the Supplier must make reference to such deviations indicating them clearly. The AG shall only be bound to a deviation if it has explicitly agreed thereto in writing. An unconditional acceptance of goods shall not be considered as such consent.

## 3. Service Provision by the Supplier

- a) The Supplier shall perform deliveries and services on its own. Subcontracting by the Supplier is admissible only with the express written consent of the AG.
- b) The Supplier shall guarantee to the AG, in the sense of an independent guarantee, that the AG shall be able to demand the compliance of obligations arising from these General Terms of Purchase directly from the respective subcontractors.
- c) Unauthorized subcontracting of third parties shall entitle the AG to withdraw from the contract in whole or in part and claim damages.

## 4. Obligation to Provide Information and Scope of Services

The Supplier shall ensure that it will, in good time, have obtained all data and circumstances required for the fulfillment of its contractual obligations as well as the use of its delivery items intended by the AG. It represents and warrants that its delivery items are qualified for a correct, secure and economic use, that they are suitable for the intended use and that they correspond to the recognized state of science and technology.

**5. Confirmation of Quality by the Supplier**

The Supplier shall constantly monitor the quality of its deliveries and services. The Supplier shall obligate its preliminary suppliers accordingly. The AG reserves the right to demand, if required, evidence of the Supplier's quality assurance system and its documentation of the quality tests executed as well as to carry out audits on the Supplier's premises at any time. The Supplier shall compensate us the costs of the audit in an adequate amount, if defects in the quality control system or errors of the documentation of quality tests are detected in the course of the audit.

**6. Service Provision in Line with the Legal Framework**

The Supplier shall observe, in providing its services, all safety norms, governing standards, laws and regulations, especially the appropriate regulations pertaining to environmental protection, hazardous goods and accident prevention as well as comply with the generally recognized safety rules, industrial medicine regulations and our requirements. The Supplier shall notify us about deviations unrequested and without undue delay.

**7. The Supplier's Duty of Disclosure**

The Supplier shall notify the AG of any governmental permits or notification requirements that may be required for the import and the use of the delivered items. If necessary, the Supplier shall support the AG in meeting these requirements. However, the additional payment shall be due only if it was previously agreed in writing.

**8. Deliverables, Instructions and Explanations**

Upon delivery, the Supplier shall provide the appropriate declarations of conformity with short technical descriptions and, if required, installation instructions and installation requirements. Furthermore, the Supplier shall duly inform the AG about changes in materials, manufacturing procedures, subcontracted parts and declarations of conformity. In addition, in the event of deliveries of plant and equipment to be assembled by third parties or by us, the Supplier shall provide to the usual extent required and necessary for us documents, such as assembly schedules, mounting guidelines, processing instructions, operating instructions, maintenance regulations, spare and consumable parts lists, etc. The labels must be supplied in German and, at our request, also in other languages. The operating regulations and instructions are to be issued in duplicate in German and, at the request of the AG, also in other languages.

**9. Modifications of the Delivery Item**

The AG may request from the Supplier, within reasonable limits, modifications in the design and specifications of the delivery item. The Supplier shall implement such modifications within a reasonable period of time. Mutually satisfactory agreements shall be concluded concerning the consequences of such modifications, in particular with regard to delivery dates, extra and reduced costs. If an agreement shall not be reached within a reasonable period of time, the AG shall be entitled to cancel the order, and the services already obtained shall be compensated to the Supplier at an adequate level of pay.

## **10. Order Interruptions**

- a) The AG reserves the right to demand order interruptions at any time. If such interruption lasts longer than three months, the Supplier shall inform us in detail about the incurred costs resulting from such interruption, but without any lost profits.
- b) The Supplier may demand compensation only of such documented costs.
- c) If the interruption lasts for longer than 3 months, both parties shall have the extraordinary termination right.

## **11. Availability of Replacement Parts**

- a) The Supplier shall guarantee that it is in a position to supply us with delivery items or parts thereof as replacement parts for a period of 10 years after the end of the supply relationship under reasonable conditions.
- b) Should the Supplier intend to stop production of replacement parts for the products delivered to us, it shall inform us immediately of its decision. The decision must be made subject to Clause a) at least 12 months before production is stopped.

## **12. Prices**

The agreed prices shall be fixed prices. In the absence of any written agreement to the contrary, the price shall include the appropriate packaging, delivery and transport to the delivery address named in the contract as well as any other services required or suitable for the proper performance of the contract.

## **13. Payment Terms**

- a) Unless agreed otherwise in writing, payment is to be effected within 8 days with a 2% discount or net within 30 days. If the payment has to be effected in successive installments as agreed, we shall not lose our discount deduction for the timely paid installment payments also in case when other installment payments are not effected within the discount and maturity period.
- b) Payments effected shall neither constitute an acknowledgement that the delivery or service has been made in due order nor that we waive any of our rights.

## **14. Payment Period**

- a) The period begins upon receipt of the contractual service and a proper and verifiable invoice as well as of contractually agreed proofs of performance.
- b) Upon acceptance of early shipments, the period shall begin with the agreed time of delivery at the earliest.
- c) The receipt of the transfer order at our bank will be sufficient for the payment to be seen as punctual. Bank charges of the receiving bank shall be covered by the Supplier.
- d) All order confirmations, delivery notes and invoices must contain our order number, article number, delivery quantity and delivery address. If one or several of these items is missing and the handling of our usual course of business is delayed, the payment period referenced in this Clause will be extended by the corresponding delayed period.

## **15. Delay in Payment**

In case of a delay of payment, the AG shall owe default interests to the maximum amount of three percentage points above the base interest rate.

## **16. Offsetting, Right of Retention**

- a) We shall be entitled to the rights of offsetting and retention as well as the plea of non-performance of the contract, to the extent provided for by law. In particular, we shall be entitled to retain due interests as long as we still have rights against the Supplier because of incomplete or defective performance.
- b) The Supplier shall only have a right of offset and retention in the event of counterclaims that have become final and unappealable or are undisputed.

## **17. Invoicing**

- a) The invoices containing all relevant order data must be submitted to us immediately after completion of the delivery or service. The invoices have to be worded and structured in such a way so as to facilitate both comparison with the order and invoice checking. Each invoice shall indicate the purchase order number and data. The invoices for job performance or assembly are to be settled by time records authenticated by us. The invoice has to contain all the required designations and data for goods that require an export license.
- b) We reserve the right to return all invoices unprocessed which do not comply with these requirements, in particular concerning the order specifications or VAT regulations. In such a case, the invoice shall be considered as not submitted.

## **18. Transfer of Risk**

For deliveries involving installation, commissioning or services, the transfer of risk shall occur on acceptance, and for deliveries not involving installation or erection - after acceptance of goods by the AG at the "place of destination". Unless otherwise agreed upon, deliveries shall be made DDP (named place of destination). If a shipment is dispatched "ex works", the Supplier shall inform in good time the AG and the consignee determined by the AG about the dimensions and the weight of the shipment. The transport insurance will be obtained by us to the extent we are obligated to do so pursuant to the agreed upon delivery terms (the latest version of Incoterms). We shall be exclusively liable within the scope of the existing adequate insurance.

## **19. Delivery**

- a) Goods shall be delivered to the goods receiving department of the place designated for delivery at the times agreed for the receipt of goods in the order. Each consignment shall be accompanied by a delivery note indicating our order, article and the Supplier number as well as the net weight per item.
- b) Partial as well as over deliveries and under deliveries are only permissible after obtaining express written approval of the AG.
- c) The AG shall be at any time entitled to change, within reasonable bounds, the time and place of delivery, and the type of packaging by notice in writing within a period of at least 14 calendar days before the agreed delivery appointment.

## **20. Transport and Packaging**

- a) All directions of the AG with regard to mode of transport, carrier and forwarding instructions have to be complied with.
- b) If the concluded agreement does not include the costs of packaging and the payment for the packaging (which is not only provided on a loan basis) is not expressly determined, this must be invoiced at proven cost prices. If no particular transportation or packaging type has been prescribed by us, the Supplier shall use the most economic mode of transport, and the delivered items shall be correctly packed in accordance with usual commercial standards. Otherwise, all negative consequences and extra costs resulting therefrom shall be borne by the Supplier. On our request, the Supplier shall be obliged to take back the packaging at its own cost.

## **21. Export: Export Requirements and Documents**

- a) When providing goods and services, the Supplier shall comply with all national and international requirements of export, customs and foreign trade legislation and obtain the required export authorizations, unless, under applicable law, not the Supplier but we or a third party are obliged to apply for the export authorizations.
- b) If the products and documentation are destined by us for export or re-export, the conclusion of the agreement shall be subject to the fact that the Supplier produces the required export documents, classifies the goods to be exported under the applicable legal provisions and, where required, appropriately supports us in obtaining the required export licenses. Before performing deliveries and services, the Supplier shall provide all required documents (e.g. certificates of origin) which are necessary for obtaining customs and other benefits and customs clearance as well as associated procedures, operations etc.
- c) The Supplier shall inform the AG in writing which components, categories of components, appliances, documents, equipment etc. are subject to export or re-export restrictions according to the Foreign Trade and Payments Regulations of Germany, the EC 428/2009 Dual-Use Regulation or US (re-) export regulations.
- d) Should the Supplier learn, during the course of, or after the execution of the order, about the applicability of other foreign trade provisions, it shall immediately inform the AG.
- e) If the Supplier fails to comply with the obligations laid down in Clauses c) and d), it shall bear all damages and expenses resulting therefrom for the AG and /or its customers.
- f) If the export license for reasons for which the supplier is responsible has not been issued, not renewed or has been withdrawn, the AG shall be entitled to terminate the delivery agreement.

## **22. Delivery Period**

- a) The delivery period specified by the AG in the purchase order is binding. If the delivery period is not stated in the order and if it has also not been agreed otherwise, it shall amount to 3 weeks after conclusion of the contract. The Supplier is obligated to immediately notify the AG in writing, if it shall not be able for whatever reason to observe the agreed delivery date.
- b) Relevant for compliance with the delivery date or the delivery deadline shall be the arrival of the goods at the place of destination specified by the AG. The Supplier shall

notify AG immediately in writing of any apparent delay in delivery providing the reasons for and expected duration of the delay. If the reason for the delay is beyond the Supplier's control, it may invoke such reason only if the Supplier has met its obligation to notify the AG in due time. In case of a delay the AG shall be entitled to claim from the Supplier a contractual penalty.

- c) If the Supplier is late with performance, the AG can demand a contract penalty in the amount of 0,3% of the net price per commenced working day of delay, up to a maximum of 5% of the net price of the goods delivered late. The understanding pertaining to the contractual penalty or enforcement thereof shall not affect any justified legal claims of the AG for a delay in delivery. The possible contractual penalties paid shall be offset against the damage compensation claims. The contractual penalty may be claimed until the date of payment for the delayed goods. Furthermore, in the event of a delay in delivery the AG shall be entitled to withdraw from the contract after having set a reasonable grace period. This also applies even if the AG has accepted delayed partial deliveries without reservation before. If any fixed date transaction has been agreed, it shall not be necessary to grant a grace period.
- d) Any additional costs for express consignments required to enable compliance with a due delivery date shall be borne by the Supplier.

### **23. Early Delivery**

In the event of early delivery, we reserve the right to charge the Supplier any extra cost, e.g. warehouse and insurance costs, and to effect payment in accordance with the agreed delivery date. Until the agreed date of delivery, we shall only be liable for damages as a custodian.

### **24. Refusal to Accept Goods**

In case the shipping documents are missing, incomplete or do not comply with the agreed payment instruments (e.g. letter of credit), or delivery documents, in particular, missing or incomplete referenced order, the AG shall be entitled - but not obliged - to refuse acceptance of the goods at the Supplier's risk and expenses.

### **25. Confidentiality Obligation**

- a) The Supplier shall keep secret all information it receives from the AG, including drawings, documents, know how, samples, production devices, models, media etc. (collectively, the "Information"), not make such Information available to third parties (including sub-suppliers) without our written consent; the Supplier may not use such Information for purposes other than determined by us. This confidentiality obligation does not apply to information that the Supplier had already obtained legitimately at the time of disclosure provided such information was not subject to a confidentiality obligation, that the Supplier later obtains legitimately without being obligated to keep such information confidential, that is or becomes generally known - without any breach of contract by one of the parties - or for the use of which in another manner the Supplier has received permission in written form.

- b) The same applies to the personal data and information relating to the AG or third parties that are made available to the Supplier in connection with our order. The Supplier shall, in particular, protect such information from access by third parties, observe data secrets and at the same time oblige its staff dealing with this order to maintain secrecy.

#### **26. Prohibition of Reproduction**

The AG shall retain title and reserve all other rights, such as copyright, to the information made available by the AG. Copies may be made only with the prior written consent of the AG. The copies shall be transferred upon their production to the ownership of the AG. It shall be agreed between the Supplier and the AG that the Supplier shall keep the copies for the AG. The Supplier must safely store, maintain and insure the documents and items made available to it as well as respective copies at its own costs, and at any time upon request of the AG return or destroy them. The Supplier is not entitled for whatever reasons to a right of retention. The complete return or destruction is to be confirmed in writing by the Supplier.

#### **27. Prohibition of Advertising**

The Supplier may not use our business relationship for advertising purposes without our prior written consent.

#### **28. Breach of the Confidentiality Obligation, Prohibition of Advertising or Reproduction**

- a) In the event that the Supplier shall culpably infringe the obligation of confidentiality, prohibition of advertising or reproduction, it shall pay us a contract penalty for every breach of obligations. In cases of intentional negligent behavior, with the exclusion of the continuation of an offence, any infringement shall be penalized. The contractual penalty for each infringement shall be from € 5,000 to € 10, 000. It should correspond to a reasonable discretion in this framework. The AG shall determine it in accordance with §315 BGB (the German Civil Code). This shall primarily depend on the damage (also immaterial) caused to the AG as well as on a degree of the breach of duty and fault of the Supplier.
- b) In the event that, within a period of two weeks of our written notification, an agreement with the Supplier about the rate of the contractual penalty shall not be reached, the respective mandatory decision shall be taken by the Court of Arbitration at our headquarters after consultation with the contracting partners.
- c) The possible contractual penalties paid shall be offset against the damage compensation.

#### **29. Data Protection, Consent to Use of Data**

- a) The AG points out to the fact that we store personal data considering the legal regulations and process them in the course of business transactions.
- b) The Supplier's data such as commercial register data, address, telephone and facsimile numbers as well as other information required for correspondence resulting from modern communication tools, locations, contact persons, ordered goods, and supply volumes which become known to the AG in connection with the respective business transaction, will be automatically processed only for the execution of the contract, in particular, for administration and billing purposes. The Supplier expressly agrees that the AG may pass on the data obtained from each business business transaction to other companies of the RIVA Group for information purposes, e.g. purchase pooling, and

within the scope of reporting duties across the Group, and that these companies and we shall send to the Supplier information on products or services in writing or by e-mail, or otherwise contact it e.g. by phone. Such consent may be revoked in writing or by E-mail at any time.

### **30. Warranty Rights**

- a) The statutory regulations shall apply to the rights of the AG in case of defects of quality and title (including wrong and short shipments as well as incorrect assembly and operating instructions, declarations of conformity or installation instructions) and in case of other breaches of duty by the Supplier, unless otherwise agreed in the following. The special provisions on final delivery to a consumer (supplier recourse §§478,479 BGB (German Civil Code) shall remain unaffected at any time.
- b) The warranty period shall be, contrary to the statutory provisions, 36 months, unless otherwise required by mandatory law, or stated in the purchase order. This shall not affect special statutory provisions for claims of recourse against the supplier in final supply to a consumer (§ 479 German Civil Code).
- c) According to the statutory provisions the Supplier shall be particularly liable for the Goods having the agreed quality at the time when the risk passes to us. In any case, those product descriptions that are the subject matter of the respective contract or incorporated in the contract in the same way as these conditions of purchase - in particular due to identification or reference in our order - shall be valid as an agreement on the properties. It makes no difference whether the product specifications originate from us, from the Supplier or from the manufacturer.
- d) Notwithstanding § 442, clause 1, sentence 2 BGB (German Civil Code), the AG shall be also entitled to claim for defects without restriction if the defect remained unknown to the AG upon conclusion of the agreement as a result of gross negligence.
- e) In respect of the commercial obligation of examination and notification of defects, the legal regulations of the German Civil Code (BGB) § 377, 381 shall be applicable, subject to the following condition: the AG's duty of inspection shall be limited to defects which become apparent upon visual check during our incoming goods inspection including the delivery documents as well as during our quality control using sampling, e.g. transport damage, wrong or short deliveries. No examination is required if an acceptance procedure has been agreed on. As a matter of fact, it depends to what extent an inspection taking into account the circumstances of the individual case is feasible. The AG's duty to report any defects discovered later remains unaffected.
- f) In all cases our notification of defects shall be deemed timely and without delay if it is delivered to the Supplier within 5 working days.
- g) The costs spent by the Supplier for the purposes of testing and rectification, including possible costs for dismantling and assembly, shall be borne by the Supplier even if it turns out that there was in fact no defect. Our liability to pay damages in the case of unjustified demands concerning notices of defects shall remain unaffected; however, as far as this is concerned the AG shall only be liable if it has recognized or was grossly negligent in failing to recognize that there was no defect.
- h) If the Supplier fails to comply with its obligation to render supplementary performance – at the option of the AG either by removing the defect (rectification), or by delivery of an



item free of defects (replacement delivery) - within a reasonable time limit as set by us, the AG shall be able to remedy the defect on its own and demand reimbursement of the costs required to do this, or an appropriate advance payment from the Supplier. If supplementary performance by the Supplier has failed or is unreasonable for the AG (e.g. because of particular urgency, endangerment of the operating reliability or the imminent occurrence of disproportionate damages), no time limit need be set; we shall immediately inform the Supplier about such circumstances, as far as possible in advance.

- i) In addition, the AG shall be entitled to reduction of the purchase price or withdrawal from the contract according to the legal regulations in the case of defects of quality and defects of title. Moreover, we shall have a claim to compensation for damages and reimbursement of expenses according to the legal regulations.
- j) The Supplier shall reimburse the costs of the AG's customers, or the costs of the AG incurred in situations leading up to or arising in connection with liability for defects to the extent such costs have been incurred for the purpose of avoiding, preventing or mitigating damages (e.g. recalls), provided that they are the responsibility of the Supplier. In the event of substantial causal contributions from our part (gross negligence, obvious error) in respect to the products to be processed, the Supplier shall bear these expenses on a pro rata basis.
- k) Unless otherwise agreed, the Supplier shall refund expenses which the AG is obligated to pay by law or contract to the customers of the AG to the extent such costs arise from defects of the goods delivered by the supplier.

### **31. Series Defects**

- a) If series defects occur, the Supplier undertakes to remedy the damage, over the period of five years, at its own expense, in particular, labour, material, transportation, installation and removal, and to replace all similar parts that worked properly until that date.
- b) Series defects are defects in which materials, components, part systems or systems have an error frequency that clearly lies outside the usually expected values or the values indicated by the provider. A series defect especially exists when at least 2% of similar products, components, subsystems or systems show an error due to a comparable cause of the error.

### **32. Recourse against the Supplier**

- a) The AG shall be also entitled without restriction to its statutorily determined rights of recourse within a supplier chain (supplier recourse according to §§ 478, 479 BGB (German Civil Code), as well as the claims for defects. The AG shall particularly be entitled to demand precisely such kind of supplementary performance (rectification), repair or substitute delivery from the Supplier that we owe to our customer in an individual case. Our statutory right to choose (§ 439 clause 1 BGB) is not restricted by this.
- b) Before we acknowledge or fulfill a claim for defects asserted by our customer (including reimbursement of expenses according to §§ 478, clause 3, 439, clause 2 BGB (German Civil Code) we shall notify the Supplier and, giving a brief description of the facts of the case, request a written statement. If the statement is not provided within a reasonable

period of time and also no mutual resolution is brought about, the claim for defects actually granted by the AG shall be deemed to be owed to the customer; in this case, the Supplier shall be responsible for supplying counter evidence.

- c) The claims of the AG arising out of the recourse against the Supplier shall also apply if the goods have been further processed by the AG or a customer of the AG, e.g. by incorporation of one product into another, before being sold to a consumer.

### **33. Protective Rights of Third Parties, Right of Exploitation of the AG etc.**

- a) The Supplier shall guarantee us in conformity with clause 2 of this Article that the products delivered by it shall not infringe any protected rights of third parties in the European Union or other countries where the Supplier manufactures the products, or where they are manufactured on its behalf.
- b) The Supplier undertakes to release the AG from all claims made to it by third parties arising from breaches of the industrial property rights cited in Clause 1 and compensate the AG for all necessary expenses in connection with this claim.
- c) This claim shall not exist if the Supplier establishes that it is neither accountable for the infringement of the property rights, nor could have been aware of this at the time of delivery, even through business accuracy.

### **34. The Supplier's Product Liability**

- a) Notwithstanding other obligations, the Supplier shall indemnify and hold the AG harmless with respect to all and any claims of any third party attributable to products delivered by it. The Supplier undertakes to compensate the AG for all costs incurred in connection with a defense against any such claim or in connection with an obligation to repair defective products.
- b) The Supplier shall be obliged, for a duration of 11 years from the last delivery, upon request of the AG, to name the respective manufacturer, importer or preliminary supplier immediately, at the latest within 2 weeks, and to furnish the AG for purposes of defense against product liability claims raised by third parties with appropriate evidence and relevant documents specifying the date of production and delivery.

### **35. Documentation and Tools**

- a) Tools, equipment and models which the AG makes available to the Supplier, or which are produced for contractual purposes and for which the Supplier charges the AG separately, remain the property of the AG or pass into its ownership. The Supplier must indicate that they are the property of the AG, look after them carefully, protect them from damage of any kind and only use them for contractual purposes. The costs for the maintenance, repair and replacement shall be borne by the contracting parties 50/50 - in the absence of other written agreements. If the costs of the damages can be traced back to objects produced by the Supplier, or the incorrect use by the Supplier, its workers or other assistants, they shall be borne by the Supplier alone. The Supplier shall notify us immediately about any damages caused to these objects which are not minor damages.

- Upon request, the Supplier is obliged to hand these objects over to us in proper condition if they are no longer needed for fulfillment of the contract entered with us.
- b) The Supplier must insure the tools to the agreed amount or to the usual extent in the event that no agreement has been concluded.
  - c) The Supplier explicitly states, that it is in possession of all industrial authorizations as well as any other authorizations necessary to ensure the performance of the services as agreed in the contract and that it will, upon the request of the AG, make available to the AG the respective documents. Insofar as for the performance of the deliveries and services special regulatory approvals, authorizations or inspections are required, such approvals, authorizations and inspections will be obtained by the Supplier without entitlement to special remuneration in a timely manner.
  - d) All documents such as drawings, plans, samples and models shall become the property of the AG, also in the event of an early cancellation of the contract, and shall be handed out to the AG upon its request. The Supplier shall grant the AG, exclusively, irrevocably and without additional payment, an unlimited right, in terms of place, time and content, of use and permit for the use of the tools relating to this assignment (also in sublicense ). Therefore, the AG shall be authorized to use, by means of implementation of the respective plans, or otherwise use said plans and other documentation in their original form or after modification without any further participation or approval by the Supplier.

### **36. Hard- und Software**

- a) Hardware and software always constitute a single product, unless otherwise agreed.
- b) If the supplier delivers software that has not been developed individually for us, the Supplier will grant the AG the transferable and non-exclusive right to use such software. This right of use shall not be limited in duration in cases where the payment of a lump sum has been agreed for the use of such software. For software products which have been individually developed for the AG, the Supplier will grant the AG an exclusive and transferable exploitation right that is unlimited in time and also excludes the Supplier itself from using the software for any purpose. Unless otherwise agreed, the software shall be delivered together with the source code in its latest version. The Supplier shall install the software. Following the installation of the software, the Supplier shall provide a data carrier which can be read on our system, with the source code and the object code, together with the related documentation (contents and structure of the data carrier, program and data flow charts, test procedures, test programs, error processing, etc.).
- c) For the software developed individually for us, the Supplier agrees to modify or improve the software pursuant to our instructions and in exchange for an adequate reimbursement of costs for a period of 5 years from the shipment of the supplied item, unless the scope of the delivery includes standardized software. If the software originates from preliminary suppliers, the Supplier shall obligate them accordingly.
- d) The Supplier undertakes to make available within the warranty period all subsequent program versions in which errors have been eliminated (updates) free of charge. The Supplier furthermore undertakes to offer us maintenance of the delivered software at competitive market prices for at least five years from the date of acceptance. Within the warranty period, maintenance charges will be reduced accordingly.

### **37. Force Majeure, Long Term Inability to Deliver**

- a) Industrial conflicts, riots, acts of government and any other events that are unpredictable and unpreventable exempt both the Supplier and the AG from the contractual obligations, in each case for such time as the disturbance exists and within the scope of its effects. The party affected by the force majeure event must inform in detail the other party and do everything reasonable in order to limit the effect of such events. The party affected by the force majeure event must notify the other party without undue delay of the end of the force majeure event.
- b) Should the Supplier be affected by one of the above-mentioned occurrences, or in the event of a longer term prevention of the delivery, it shall, to the best of its ability, support the AG in its efforts to move the production of the delivery items to the AG or a third party including a licensing of the necessary commercial industrial property rights for the production at customary conditions.

### **38. Right of Termination**

- a) The right of each contracting party to terminate the Contract for important reasons without observing any notice period shall remain unaffected. An important reason shall be, in particular:
  - the Supplier is in default with two or more individual deliveries, or the buyer in paying the contract purchase price for two or more individual deliveries, and the delay lasts for longer than two weeks after receipt of a reminder from the terminating party in which it threatens with termination, or reserves this right;
  - the other party's property and assets are subjected to insolvency proceedings, or the other party files a petition to commence insolvency proceedings, or with respect to its assets precautionary measures according to § 21 of the German Insolvency Regulations are ordered
  - a contract partner cannot be reasonably expected to maintain the agreement, for some other reason related to the person of the other party, under consideration of the interests of both parties, in particular if there are circumstances in the person of the other party indicating inability of this party to permanently meet its obligations under this contract
  - an exceptional right of termination exists.
- b) In the case of a termination due to an important reason, the AG must remunerate only deliveries and services appropriately rendered up by the Supplier to the time of termination, insofar as these are of any value to the AG and at least may be utilized to the terms of this (partial) remuneration. The remuneration shall only be due if the AG has generated revenues of further utilization.

### **39. General Provisions**

- a) Place of fulfillment for deliveries or services shall be the "place of destination", the place of fulfillment for all payments shall be our office at Backnang.
- b) The contractual relationship shall be governed by German law with the exception of the rules that refer to the jurisdiction of other countries. Application of the United Nations Convention on Contracts for the International Sale of Goods (the UN Sales law) shall be excluded.

- c) The exclusive legal venue for all disputes arising from the contractual relationship shall be our registered office at Backnang; thus, our registered office shall also be an international place of jurisdiction. We shall also be entitled, however, to bring actions in the place of fulfillment for the delivery commitment.
- d) If a provision is or becomes ineffective, the validity of the remaining provisions shall remain unaffected.
- e) We shall be entitled to assign rights or obligations from the contractual relationship with the Supplier to another company of the RIVA Group. The partner to the agreement does not accrue any right of cancellation from the occasion of this assignment.
- f) The Supplier shall be obliged to comply with the laws of the applicable legal systems(s). In particular, the Supplier shall neither actively nor passively, directly nor indirectly be involved in any form of corruption, violation of its employees' basic rights or in child labor. Moreover, the Supplier shall accept responsibility for the health and safety of its staff at the workplace, observe environmental protection legislation and use its best efforts to promote this Code of Conduct among its suppliers. If the Supplier shall culpably breach these obligations, then we shall be entitled to withdraw from the contract, or terminate the contract.

Status as of May 2023

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