

Purchase

GENERAL TERMS AND CONDITIONS

FOR PURCHASE OF GOODS AND/OR SERVICES

As of: 21.05.2025

Experience and Reliability in Radar Technology

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1. DEFINITIONS AND INTERPRETATION

1.1 The following terms have the following meanings:

- **InnoSenT GTC:** these InnoSenT General Terms and Conditions for Purchase of Goods and/or Services;
- **Affiliate:** any entity which directly or indirectly controls, is controlled by, or is under common control with a Party;
- **Contract:** a written agreement and/or the Order for the purchase of Goods and/or Services by Customer from Supplier which shall incorporate by reference these InnoSenT GTC, and any other documents submitted by Customer to form part thereof, such as but without limitation to any specifications (which shall include any Supplier specifications where Customer agrees to use, or places an Order relying on, such specifications);
- **Customer:** the party ordering Goods and/or Services from Supplier;
- **Customer Data:** any data or information, including Personal Data, acquired by Supplier in preparation of or during the fulfilment of the Contract, irrespective of whether such data or information relates to Customer, its Affiliates or their respective customers or suppliers;
- **Delivery:** delivery of Goods by Supplier in accordance with Clause 5.1;
- **Delivery Location:** Customer's nominated warehouse, factory or other premises for physical delivery of Goods and/or Services, which may be the premises of one of Customer's Affiliates (including such location as may be listed in any relevant price list) or third party freight or logistics providers, or if no location is nominated, Customer's place of business;
- **Embedded Software:** software necessary for operation of Goods, and embedded in and delivered as integral part of Goods;
- **Goods:** the items to be delivered by Supplier in accordance with the Contract and/or all materials, documents, or other deliverables which are the result of Services provided by Supplier under the Contract in any form or media, including but without limitation to data, diagrams, drawings, reports and specifications;
- **Intellectual Property Rights:** (a) patents, utility models, copyrights, database rights and rights in trademarks, trade names, designs, knowhow, and invention disclosures (whether registered or unregistered); (b) applications, reissues, confirmations, renewals, extensions, divisions or continuations for any of these rights; and (c) all other intellectual property rights and similar forms of worldwide protection;
- **Order:** Customer's order issued to Supplier for the purchase of Goods and/or Services, including any purchase order issued electronically;
- **Party:** Customer or Supplier, collectively the Parties;
- **Personal Data:** any data or information of an identified or identifiable natural person;
- **Services:** the services to be provided by Supplier in accordance with the Contract;
- **Supplier:** the party providing the Goods and/or Services to Customer (or any Customer Affiliate at a relevant Delivery Location);
- **Variation Order:** a change to the Order such as to alter, to amend, to omit, to add to, or otherwise to change the Order or any parts thereof.

1.2 References to clauses are references to clauses of the InnoSenT GTC.

1.3 Headings are for convenience only and do not affect the interpretation of the InnoSenT GTC.

2. APPLICATION

2.1 The InnoSenT GTC govern the Contract.

2.2 Any terms and conditions attached to or contained in the Supplier's quotations, confirmations, acceptances, specifications or similar documents shall not form part of the Contract and the Supplier

waives any right it may have under such terms or conditions unless agreed to in writing by the Customer.

2.3 The supplier accepts the contract either expressly by written consent or implicitly by commencing performance of the contract.

2.4 All amendments to the contract, including this written form clause, must be agreed in writing.

3. SUPPLIER'S RESPONSIBILITIES

3.1 The Supplier shall deliver the products and perform the services as provided below:

- in compliance with applicable laws and regulations
- in accordance with the contract (including provision of necessary documentation) and all instructions of the customer
- free from defects and third party rights and
- with the agreed quality and suitable for the use assumed under the contract or, in the absence thereof, for the use which is customary for such products and/or services and which the customer can expect.

3.2 The Supplier shall ensure that the Products are packaged in accordance with industry standards, applicable laws and regulations and in a manner that is adequate to protect the Products and allow for safe unloading and inspection at the respective delivery location.

3.3 If the Customer identifies quality-related problems on the part of the Supplier, the Customer shall inform the Supplier thereof. Without prejudice to any other rights or claims under the Contract, the Customer shall be entitled to instruct the Supplier to carry out or cause to be carried out, at the Supplier's risk and expense, root cause analyses of the quality related problems and the Supplier shall report to the Customer on such analyses within ten (10) calendar days from the date of notification by the Customer. The Customer reserves the right to conduct an audit at the Supplier's premises based on the results of the root cause analysis or in the event of non-compliance with this clause by the Supplier. The Supplier shall notify the Customer without being requested to do so if it has or becomes aware that quality-related problems may have an impact on the Products and/or Services. In this case, the provisions of this Clause 3.3 shall apply as if the Customer had informed the Supplier thereof.

3.4 The Customer may issue change orders to the Supplier in writing and the Supplier shall carry out such change orders. If a change order causes an increase or decrease in the cost of the supplies or services or the time required for performance, an appropriate adjustment to the purchase price and/or delivery dates shall be made in writing. If such agreement between the Supplier and the Customer cannot be reached within a reasonable time frame, the Customer may nevertheless direct the execution of such change order. The parties shall then settle the consequences described herein. The Supplier shall only carry out a change upon receipt of a written change order from the Customer and shall otherwise remain bound by the provisions of the Contract.

3.5 Unless otherwise provided by law or by the contract, the supplier may not suspend the delivery of products or the provision of services.

3.6 Insofar as the InnoSenT GPC assign rights to the customer or one of its (relevant) group companies, such a clause is not intended to extend the supplier's obligations, but to reflect that a group company of the customer may be the beneficiary of a contract or that the group company may be relevant in some other way.

To the extent that the InnoSenT GTCP oblige the customer to take actions (e.g.: to respond, to notify, to test, etc.), the customer is entitled to have these actions performed by a group company of the customer or by a third party.

3.7 The Supplier shall be solely and exclusively responsible for all claims and/or actions brought by its employees and/or subcontractors in connection with the performance of the Contract and, unless

caused by gross negligence or willful misconduct on the part of the Customer, shall indemnify the Customer (and the Customer's relevant group company) against any and all claims, without limitation, proceedings, actions, fines, losses, costs, damages and expenses arising out of or in connection with any such claim and/or action and any failure to comply with any law, regulation, standard of practice, guidance or other requirement of any competent government or governmental body applicable to the Supplier, its employees or subcontractors. The Supplier undertakes to appear in court at its own expense if requested to do so by the Customer, to confirm its status as sole and exclusive employer and to provide the Customer (and/or the Customer's relevant group company) with all requested documents and information necessary to ensure a proper legal defense of the Customer or its group companies in court. The preceding sentence shall not apply if the liability or damage is due to gross negligence or intent on the part of the customer.

3.8 The Customer shall be entitled to make or cause to be made all payments due to employees and subcontractors of the Supplier who supply Products or perform Services under the Contract in order to avoid any action, lien or encumbrance. Such payments may be made by withholding credit notes from the Supplier, by set-off or by any other means. The Supplier shall provide all confirmations requested by the Customer in respect of such payments and shall indemnify and hold the Customer (and its affiliates) harmless for all payments made.

4. PAYMENT, INVOICING

4.1 In return for the products delivered and/or services rendered by the Supplier in accordance with the Contract, the Customer shall pay the Supplier the purchase price specified in the Contract, provided that the invoice meets the requirements set out in the Contract. Payment shall be made in the country in which the Supplier is registered and to a bank account in the name of the Supplier. The price is inclusive of all charges and taxes (other than VAT or equivalent) and all costs of manufacturing, processing, storage and packaging of Products (including the return of returnable packaging).

4.2 The Supplier shall submit its invoices in a verifiable form, whereby the invoices must comply with the applicable laws, the principles of proper accounting and the specific requirements of the Customer and must in any case contain the following minimum information: Supplier's name, address (at which the Supplier can actually be reached) and contact person of the Supplier with contact details; invoice date; invoice number; order number and supplier number; Customer's address; quantity; indication of products and/or services; price (total amount invoiced); tax base (net amount in total); currency; tax or VAT amount; VAT amount. /VAT amount; tax or VAT ID number; if applicable, the Authorized Economic Operator (AEO) and/or the authorization number of the authorized exporter and/or another customs identification number; agreed terms of payment.

The Supplier shall indicate the order number on all invoices (in particular, but not limited to, commercial invoices, pro forma invoices or customs invoices). The Supplier shall indemnify the Customer against all claims of third parties (including claims of authorities, such as tax authorities) and costs arising from the Supplier's non-compliance with this clause 4.2.

4.3 Invoices shall be sent to the billing address specified in the contract (or as otherwise agreed with the customer).

4.4 The customer shall pay invoices in accordance with the terms of payment agreed in the contract.

4.5 The customer shall reimburse expenses only on a cost basis and to the extent agreed in writing.

4.6 Services invoiced on the basis of hourly rates require written approval of the Supplier's timesheets by the Customer. The Supplier shall submit such timesheets to the Customer for approval as instructed by the Customer, but no later than together with the related invoice. Approval of the timesheets shall not constitute acceptance of any claims. The Customer shall not be obliged to pay invoices based on timesheets that have not been approved in writing by the Customer.

4.7 The customer reserves the right to offset the amount and/or withhold payment for products and/or services that have not been provided in accordance with the contract.

4.8 If the Customer fails to pay an invoice received by the due date, the Supplier may give written notice that the amount is overdue. Thirty (30) days after receipt of such notice, Supplier may charge interest on the unpaid and undisputed amount at a rate of 3% above the 3-month LIBOR rate (for unsecured U.S. loans) until the amount owed is received. This does not apply if the amount owed or its due date is rightly disputed by the customer.

4.9 The Supplier shall not employ any person for the performance of the Contract who is not in possession of a required work permit, nor shall it employ any subcontractor or use a temporary employment agency without the Customer's prior written consent.

4.10 The following provisions apply insofar as the Posted Workers Act, the Collective Bargaining Act or the Minimum Wage Act (hereinafter collectively referred to as the "Special Labor Laws") apply:

- The Supplier undertakes to observe the Special Labor Laws and to ensure compliance with them by all its direct or indirect subcontractors and rental companies within the contractual chain (hereinafter collectively referred to as "Employed Third Parties")
- the Supplier shall indemnify the Customer against any liability or obligation of the Customer to any third party for any breach by the Supplier or any third party employee of any of the Special Labor Laws, including without limitation fines, fees and costs, except in cases of willful misconduct by the Customer;
- in the event of non-compliance with any of the Special Labor Laws by the Supplier or any third party employee, the Customer shall be entitled to rescind the Contract or terminate the Contract with immediate effect; and
- in the event that the Customer reasonably suspects that the Supplier or a third party employee is in breach of any of the Special Labor Laws, the Supplier shall demonstrate compliance with such laws by appropriate means. These include without limitation: review of payrolls or time accounts (in pseudonymized form) or the submission of similarly meaningful documents proving compliance with the Special Labor Laws.

4.11 The Supplier shall obtain from all of its third party employees a written undertaking in accordance with the provisions of Clauses 4.9 and 4.10 (which shall include, but not be limited to, the obligation to impose such obligations on additional third party employees) before they commence their respective work under the Contract.

5. DELIVERY, PERFORMANCE OF SERVICES

5.1 Unless otherwise specified in the contract, the products shall be delivered FCA ("Free Carrier") to the place of delivery in accordance with INCOTERMS 2020.

5.2 The services shall be provided at the location specified in the contract or, if no location is specified, at the customer's place of business.

5.3 The supplier shall provide the following minimum information at the latest upon acceptance of the contract: Number of packages and contents, the HS codes and countries of origin of all products; EU supplier's declaration or other documents/declarations as proof of preferential and/or non-preferential origin. If the products are subject to national export controls, the relevant national export list number or the sub-number of the EU Dual-Use List must be indicated and, if the products and/or services are subject to US export control regulations, the corresponding Export Control Classification Number (ECCN) or the classification number of the Inter-national Traffic In Arms Regulations (ITAR). The EU supplier's declaration or other proof of non-preferential/preferential origin as well as declarations of conformity and markings of the country of dispatch or destination must be submitted without being requested, certificates of origin upon request. The supplier shall not commission or use any persons or subcontractors who are included in the sanctions lists of the following regulations:

- Regulation (EC) 881/2002 ISIL (Da'esh) and Al-Qaeda
- Regulation (EU) 753/2011 Afghanistan
- Regulation (EU) 2018/1542 Chemical weapons
- Regulation (EU) 2019/796 Cyber-attacks
- Regulation (EU) 2020/1998 Human rights violations and abuses
- Regulation (EU) 2022/1230 Terrorism
- EU embargo regulations

5.4 The delivery of products and the provision of services shall take place during the customer's business hours (or the business hours at the place of delivery), unless otherwise requested or agreed by the customer.

5.5 Upon delivery, the Supplier (or its appointed carrier) shall provide the Customer (or, at the Customer's request, the Customer's group company at the place of delivery) with a delivery bill and all other export and import documents listed in clause 5.3 which are not already required to be provided (or have not been provided in breach of contract) at the time of acceptance of the contract. If the Customer has agreed to a partial delivery or if the Supplier intends to make a partial delivery and such partial delivery is reasonable for the Customer, the delivery bill must also list the outstanding remaining quantity.

5.6 Ownership of the products is transferred to the customer upon delivery. If the products contain embedded software, ownership of this embedded software shall not pass to the customer. However, the Supplier shall grant the Customer and all users a worldwide, irrevocable, perpetual, transferable, non-exclusive and royalty-free right to use such Products and/or Embedded Software as part of the operation thereof or the Supplier shall ensure that the owner grants such right. The Supplier shall not be entitled to any reservation of title. It shall transfer all rights of ownership of the Products to the Customer, free from liens, claims or encumbrances of any kind. The transfer of ownership of the Products shall not release the Customer from its obligation to pay for such Products in accordance with the Contract.

6. ACCEPTANCE

6.1 Any obligations or duties of the Customer to inspect the Products shall be limited to checking without undue delay whether the Products correspond to the quantity and type ordered and whether there are any visible external defects or damage caused by transportation. If the Customer is obliged or has an obligation under applicable law to inform the Supplier of defects, the Customer shall be entitled to do so

- in the case of hidden defects within two weeks and
- in the case of other defects within one week of the customer discovering the defect.

The above provision shall apply accordingly with regard to services. The provisions of Section 6.1 shall not apply if the customer is exempted from such obligations or duties on the basis of other provisions.

6.2 The services require written acceptance by the customer. Under this contract, fictitious acceptance provided for by law presupposes that the service has been completed and is essentially in accordance with the contract. The parties may also agree a specific acceptance procedure for other cases, in which case acceptance shall require a written declaration of acceptance by the Customer. The Supplier shall inform the Customer (and any relevant group company of the Customer) in writing within a reasonable period of time in advance of the date from which the products and/or services are ready for acceptance.

6.3 The customer may assert his claims and rights under the contract for rejected products or services.

7. DELAY

7.1 The Supplier shall deliver the Products and/or perform the Services in accordance with the delivery date(s) or within the delivery time(s) specified in the Contract. If the Supplier fails to deliver the Products or perform the Services in accordance with the agreed date(s), the Customer shall be entitled to the following:

- to terminate or rescind the Contract in whole or in part, in which case Clauses 8.4.5 to 8.7 shall apply;
- to refuse to accept further deliveries of Products or performance of Services;
- to recover from the Supplier any expenses reasonably incurred by the Customer (or the affected Customer Affiliate) in obtaining the Products and/or Services from another supplier in substitution;
- to claim (in addition to the penalty under Clause 7. 5, if applicable) any (excess) additional costs, losses or damages incurred by the Customer (or the Customer's group company concerned) which are reasonably attributable to the Supplier's failure to meet the agreed date(s); and
- may claim the contractual penalty for non-compliance by the supplier with the date(s) agreed in the contract. The contractual penalty shall be paid at the rate specified in the contract. The supplier shall pay the contractual penalty upon written demand or upon receipt of an invoice by the customer. The agreed contractual penalty shall in no way affect the Customer's claim for damages. Furthermore, payment of the contractual penalty shall not release the Supplier from its contractual obligations and responsibilities. The Customer is entitled to reserve the right to claim the contractual penalty until the date of the last payment.

7.2 The customer may choose one or more of the aforementioned claims or rights. The recovery of costs or damages in accordance with the points listed in clause 7.1 does not exclude the customer's right to claim compensation for all costs or damages incurred or arising in connection with delays.

7.3 If applicable law requires that the Customer sets a time limit for the Supplier before asserting any of the aforementioned remedies, the rights and claims under this Clause 7 shall only apply after the Customer has set the Supplier such time limit and the Supplier has failed to properly deliver or perform within such time limit.

8. WARRANTY AND CLAIMS FOR DEFECTS

8.1 The Supplier warrants that the Products and/or Services will conform to the Contract, including but not limited to the Supplier's responsibilities set out in clause 3.1.

8.2 The Supplier warrants that the Products shall be new and unused at the time of delivery and shall remain free from defects during the Warranty Period.

8.3 The Warranty Period shall be twenty-four (24) months from delivery and, in the case of Services, from the complete performance thereof (or as otherwise agreed with the Customer).

8.4 In the event of any breach of warranty which is not remedied within forty-eight (48) hours of notification by the Customer or such longer or shorter period as may be allowed or conceded by the Customer in view of the circumstances, or in other cases where applicable law does not require the setting of a time limit for remedy, the Customer shall be entitled to enforce any or all of the following claims or rights at its option and at the Supplier's expense:

- 8.4.1 Granting the Supplier the opportunity to carry out any additional work necessary to ensure the fulfillment of the Contract, i.e. in particular prompt repair or prompt replacement of the defective Products and/or Services;

8.4.2 Carrying out any additional work necessary to bring the Products and/or Services into a condition compliant with the Contract (or engaging a third party to do so);

8.4.3 Refusal of any further product deliveries and/or services by the Supplier;

8.4.4 Demanding indemnification of the Customer (and the relevant group companies) and compensation for damages incurred by the Customer (or a group company of the Customer) as a result of a breach of contract by the Supplier;

8.4.5 terminate the contract with immediate effect or withdraw from the contract; in the event of such termination

8.4.5.1 The Customer shall not be obligated to compensate or make any further payments to the Supplier (including payment for products and/or services that have been rejected); in the event of a termination at the Customer's discretion, the Supplier shall refund to the Customer all payments received for the products and/or services and shall take back the products at the Supplier's own cost and risk; and

8.4.5.2 The Customer may procure equivalent products and/or services from an alternative supplier; any additional costs incurred as a result shall be borne by the Supplier.

8.5 The remedies pursuant to Clause 8.4 shall be carried out at the Supplier's expense (including, but not limited to, transport costs and costs for removal and reinstallation or disassembly and reassembly) and at the Supplier's risk.

8.6 In the event of a defect, the warranty period shall be extended by a period equal to the time required by the Supplier to carry out the remedial work. The same extension of the warranty period shall apply if defective products or services cannot be used for their intended purpose due to a defect. All other provisions that result in an extension, restart, or suspension of the warranty period shall remain unaffected.

8.7 The rights and remedies available to the Customer under the contract are cumulative and shall not exclude any rights or remedies available to the Customer in the event of defects.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Without prejudice to Clause 9.2, the Supplier hereby grants the Customer and its designated affiliated companies a worldwide, irrevocable, transferable, sublicensable, non-exclusive, royalty-free license to use the Intellectual Property Rights in the products and, where applicable, in the embedded software and other software to be provided under the contract, or the Supplier undertakes to procure such a license for the Customer.

9.2 The Supplier shall transfer to the Customer (and shall procure the transfer to the Customer's designated affiliated companies) full ownership of all Intellectual Property Rights in the products resulting from the Supplier's performance. The Supplier further agrees, upon the Customer's request and at the Customer's expense, to take all necessary additional steps to ensure that the Customer (or its designated affiliated companies) obtains full ownership of the Intellectual Property Rights.

9.3 Intellectual Property Rights in any products developed by the Supplier prior to or outside the scope of the contract, or licensed to the Supplier (hereinafter referred to as "Pre-existing Intellectual Property Rights"), shall remain with the Supplier (or the third-party owner). To the extent that Pre-existing Intellectual Property Rights are embedded in products resulting from the Supplier's performance, the Supplier grants the Customer a worldwide, irrevocable, transferable, sublicensable, non-exclusive, royalty-free license to use such Pre-existing Intellectual Property Rights as part of said products,

including the right to enhance, develop, market, distribute, sublicense, or otherwise use them, or undertakes to ensure that the third-party owner grants such a license.

9.4 The Supplier shall, in writing and prior to delivery, disclose any open-source software that may be included in or used by the embedded software, and shall obtain the Customer's prior written approval for such use. The Supplier agrees to replace, at its own expense, any open-source software components rejected by the Customer with software of at least equivalent quality and functionality. The Supplier shall indemnify and hold the Customer harmless from all third-party claims relating to the use of open-source software in the products or services.

9.5 If claims are brought against the Customer (or a relevant affiliated company of the Customer) alleging that the products and/or services infringe third-party Intellectual Property Rights, the Supplier shall, at its own expense and at the Customer's discretion, take the following actions:

- procure for the Customer, the relevant affiliated companies of the Customer, and, where applicable, the Customer's customers, the right to continue using the products and/or services;
- modify the products and/or services so that they no longer infringe the rights; or
- replace the products and/or services with equivalent non-infringing products and/or services.

If the Supplier fails to do so, the Customer shall be entitled to terminate the contract with immediate effect and to reclaim all amounts paid to the Supplier under the contract.

10. COMPLIANCE, INTEGRITY

10.1 The Supplier shall provide the products and/or services in compliance with all applicable laws, regulations, and procedural rules.

10.2 The Supplier and its subcontractors shall comply with the INNOSENT List of Prohibited and Restricted Substances (available at <https://www.innosent.de/en/purchase/>) as well as the INNOSENT Policy on Conflict Minerals (available at <https://www.innosent.de/en/purchase/>). Upon request, the Supplier shall provide the Customer (and/or the respective affiliated company of the Customer at the place of delivery) with the relevant documents, certificates, and declarations. Any statement made by the Supplier to the Customer (whether directly or indirectly) regarding the materials used for or in connection with the products and/or services shall be deemed a representation under the contract.

10.3 The Supplier represents and warrants that it fully complies with all applicable trade and customs laws, regulations, directives, and policies, including, without limitation, compliance with all required customs regulations, certificates of origin, export and import licenses, and related exemptions, and that it makes all required filings and disclosures with relevant governmental authorities relating to the performance of services, release, or transfer of products, hardware, software, and technologies.

10.4 The Supplier represents and warrants that no goods, materials, equipment, components, parts, technologies, or services contained in or incorporated into the products or services, or provided in connection therewith, originate from a country or region subject to an embargo imposed by any governmental authority. If any of the goods and/or services are subject to export restrictions, it is the Supplier's responsibility to promptly inform the Customer (and the relevant affiliated company of the Customer) in writing of the details of such restrictions.

10.5 The Supplier represents and warrants that it is not a person subject to economic or financial sanctions imposed by any governmental authority ("Sanctioned Person"), including but not limited to the U.S. list of "Specially Designated Nationals" (SDN) and "Blocked Persons." The Supplier acknowledges that this also includes (legal) entities not explicitly listed by any government authority but directly or indirectly owned 50 percent or more by one or more Sanctioned Persons. The Supplier

further represents and warrants that no Sanctioned Person has any ownership interest, financial stake, or other interest in the products and/or services and that the supply of the products and/or provision of the services does not involve the transfer, payment, export, or return of property or interests in property of a Sanctioned Person.

10.6 Each party represents that neither it nor— to its knowledge—any other person will, directly or indirectly, offer or make payments, gifts, or other promises to its officers or employees, business partners, public officials, or other third parties in a manner that violates applicable law (including, but not limited to, German law, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, and, where applicable, legislation enacted by member states and signatories for the implementation of the OECD Convention on Combating Bribery of Foreign Officials). Each party further represents that it will comply with all applicable laws, regulations, and rules concerning bribery and corruption. This agreement does not require either party or its affiliated companies to reimburse the other party for any such benefits granted or promised.

10.7 The Supplier is obliged to comply with the INNOSENT Supplier Code of Conduct in its current version, available at <https://www.innosent.de/en/purchase/>. Furthermore, the Supplier is required to fulfill the due diligence obligations under the German Supply Chain Due Diligence Act (LkSG). This also applies if the Supplier is not itself subject to the LkSG— in which case the obligation to issue a policy statement and submit a report is at the Supplier's discretion.

10.8 The Supplier shall endeavor to ensure that its own suppliers and subcontractors also comply with the INNOSENT Supplier Code of Conduct and shall obligate their respective suppliers and subcontractors accordingly.

10.9 The Supplier grants the Customer and/or an affiliated company of the Customer the right to conduct training and education of the Supplier's employees once per year, and additionally in the event of a relevant occasion, to enforce the obligations under Sections 10.7 and 10.8. The training or education may be carried out by the Customer and/or an affiliated company of the Customer or by a third party.

10.10 The Customer and/or an affiliated company of the Customer is entitled, at its own expense and once per year and in the event of a relevant occasion, to verify through on-site audits and/or other suitable measures, either by its own employees or by third parties, whether the Supplier is complying with the obligations under Sections 10.7 and 10.8. The Supplier shall grant reasonable access to the relevant areas and documents. Unless otherwise agreed, such verification may only be conducted during the Supplier's business hours and shall not interfere with the Supplier's business operations.

10.11 A relevant occasion within the meaning of Sections 10.9 and 10.10 exists if the Customer has reason to expect a significantly changed or increased risk situation at the Supplier or its subcontractors.

10.12 INNOSENT has established various reporting channels through which the Supplier and its employees may report suspected violations of applicable law (including the LkSG), principles, or standards of conduct such as the INNOSENT Supplier Code of Conduct. These reporting channels can be found at <https://innosent.hinweis.de/>. The Supplier shall ensure that these reporting channels are used to report suspected violations.

10.13 Any breach of the obligations set out in Sections 10.6 to 10.9 shall be deemed a material breach of contract. A material breach by one party entitles the other party to terminate the contract with immediate effect, without prejudice to any other rights or remedies under this contract or applicable law. This also applies if the Supplier refuses, prevents, or obstructs any training or education under Section 10.9 or any audit under Section 10.10, and fails to fully enable such measures without delay after being requested to do so by the Customer. The Supplier shall not be entitled to any compensation, damages, or other claims in connection with such termination.

10.14 Notwithstanding Section 10.13, the Customer may, under the conditions set out in Section 7(3) LkSG, terminate the contract with immediate effect and cease the business relationship with the

Supplier. The Supplier shall not be entitled to any compensation, damages, or other claims in connection with such termination or discontinuation.

10.15 Without prejudice to any other provisions of the contract, the Supplier shall fully indemnify and hold harmless the Customer from and against any liability, damages, costs, and expenses arising from the breach of any of the obligations under this Section 10 and, where applicable, from any resulting termination of the contract or export restrictions that were not disclosed by the Supplier.

11. CONFIDENTIALITY, DATA SECURITY, DATA PROTECTION

11.1 The Supplier shall treat all Customer Data as strictly confidential. This obligation applies regardless of whether the data was received before or after acceptance of the contract. The Supplier shall restrict disclosure of such confidential materials to only those of its employees, agents, subcontractors, or other third parties who need to know them for the purpose of delivering the products and/or performing the services for the Customer. The Supplier shall ensure that these employees, agents, subcontractors, or other third parties are subject to and comply with confidentiality obligations equivalent to those of the Supplier, and the Supplier shall be liable for any unauthorized disclosure.

11.2 The Supplier shall apply appropriate security measures to protect Customer Data that are suitable to the nature of the Customer Data being protected, and shall protect the Customer Data in accordance with industry-accepted protection standards or in the same manner and to the same extent as its own confidential and protected information, whichever standard is higher. The Supplier may disclose confidential information to "Permitted Additional Recipients" (i.e., authorized agents of the subcontractor, including auditors, lawyers, legal advisors, and consultants), provided that:

- such information is disclosed only to the extent necessary for the recipient's duties, and
- these Permitted Additional Recipients either enter into a confidentiality agreement with the Supplier with terms substantially similar to those set out herein or, as applicable, are bound by professional confidentiality obligations that ensure the secrecy of such information.

The Supplier shall comply with all security procedures and standards provided by the Customer or an affiliated company of the Customer from time to time, in particular the INNOSENT Cyber Security Requirements for Suppliers or any other relevant contractual provisions, and shall ensure that Permitted Additional Recipients also comply with them.

11.3 The Supplier shall:

- not use Customer Data for any purpose other than for the delivery of the products and/or the performance of the services,
- not reproduce Customer Data, in whole or in part, in any form, unless otherwise provided for in the contract, and
- not disclose Customer Data to any third party, except to Permitted Additional Recipients or with the Customer's prior written consent.
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11.4 The Supplier shall, at its own expense, install and maintain up-to-date security software and patches for all computers and software used in connection with the delivery of the products and/or the performance of the services.

11.5 The Supplier must immediately inform the Customer (and the affected affiliated company of the Customer) of any suspected data security breaches or other serious incidents or irregularities relating to any Customer Data.

11.6 The Supplier agrees that the Customer may make information received from the Supplier available to affiliated companies of the Customer or to third parties.

11.7 Data Protection

11.7.1 If the Customer (and the affected affiliated company of the Customer) discloses Personal Data to the Supplier, or the Supplier otherwise gains access to such data under the contract, the Supplier must comply with all applicable data protection laws and regulations.

11.7.2 The Supplier shall implement appropriate technical and organizational measures to ensure a level of protection appropriate to the nature and extent of the relevant Customer Data as well as the circumstances and purposes of the processing.

11.7.3 The Supplier shall use its best efforts to provide its employees involved in the delivery of products or the performance of services to the Customer with the INNOSENT Privacy Notice for Business Partners, available at www.innosent.de/en/contact/data-protection-statement/.

11.7.4 The Supplier acknowledges that the processing of personal data in accordance with the contract may require the conclusion of an additional data processing agreement or other data protection agreements with the Customer or its affiliated companies, particularly where such provisions are not already included in the contract. In such case, the Supplier shall promptly enter into such data protection agreements upon request of the Customer, as required by mandatory legal provisions or by a competent data protection authority or other competent authority, and as specified by the Customer.

12. INFORMATION SECURITY

12.1. General

12.1.1 The contractor shall designate a person responsible for information security in writing prior to commencing its activities. This person shall monitor or ensure compliance with and enforcement of the contractual requirements. In particular, they must oversee the information security requirements listed below and take appropriate countermeasures in case of deficiencies. If no responsible person is explicitly appointed, the contract signatories shall be deemed responsible.

12.1.2 The contractor shall report all information security incidents arising in connection with the provision of services to the client by email, and additionally by telephone in urgent cases. The client may designate a specific email address and telephone number for this purpose. Incidents to be reported include, in particular, the disclosure or loss of confidential information or devices as well as the compromise of IT systems.

12.1.3 The contractor shall notify the client of any deviations from the agreed supplier processes and measures related to the contract (e.g., outsourcing or technology changes).

12.1.4 The client is entitled to regularly review the supplier processes and measures related to the contract. To conduct audits, the contractor shall grant access to its relevant business areas. Any security-relevant findings identified during the audit must be rectified by the contractor.

12.1.5 Documents created or processed by the client shall be classified as confidential and marked accordingly.

12.2 Access

12.2.1 Applicable house rules must be observed.

12.2.2 Employees of the contractor and its subcontractors shall only have access to the client's premises and facilities to the extent expressly authorized by the client. They shall wear visitor badges on the client's premises.

12.2.3 Doors must be locked when no persons are present.

12.3 IT Access to Client's Networks and Systems

12.3.1 Accesses and logins within the internal network are logged by the client.

12.3.2 Each employee of the contractor or its subcontractors must use their own login credentials. Secure passwords must be used for login (at least 8 characters, including upper and lower case letters, numbers, and special characters). These passwords must not be shared.

12.3.3 If an employee no longer needs active sessions (e.g., cloud applications, network services, and applications), they must log out immediately.

12.3.4 Computers, terminals, and mobile devices must be locked with a password when not in use and when leaving.

12.3.5 The use of the provided infrastructure for purposes outside the contracted service and the circumvention of security measures are prohibited.

12.3.6 Provided work equipment must be returned after the end of the service.

12.3.7 Only IT components approved by the client may be installed and used in the client's internal IT network.

12.3.8 Changes to security-relevant settings (malware protection, firewall, etc.) are reserved exclusively for the client. In particular, disabling these applications or turning off automatic updates is prohibited.

12.3.9 The use of removable media (e.g., USB sticks, external hard drives, SD cards) is prohibited. Exceptions may be granted by the client's IT department with explicit consent.

12.3.10 Remote access to the client's infrastructure via VPN is only permitted to the contractor under the following conditions:

- Access only when needed and in coordination with the client.
- The VPN connection must be secured according to the state of the art.
- The system used for access must be protected by up-to-date malware protection.
- The system used for access must have the latest patch level.

12.4 IT Services and IT Products

12.4.1 The contractor shall oblige all subcontractors and suppliers in the supply chain to comply with the agreed security requirements and practices.

12.4.2 Industry standards and best practices for secure system and software development as well as secure IT operations shall be applied (e.g., BSI IT-Grundschutz, ISO 27001).

12.4.3 Upon request, the contractor shall provide proof of the origin of critical components. Critical components are those whose failure or absence results in an increased information security risk. The contractor shall assist the client in the corresponding review of the supply chain.

12.4.4 If the contractor becomes aware that the lifecycle of information and communication technology components is ending or that they will generally no longer be available, the contractor shall promptly inform the client of the resulting risks.

12.4.5 Upon request, the contractor shall provide all information necessary for the assessment of compliance with agreed service quality (e.g., availability reports).

13. LIABILITY AND INDEMNITY

13.1 Without prejudice to applicable mandatory law, the Supplier shall indemnify and hold harmless the Customer and/or the affected affiliated company of the Customer from all liabilities, compensations, costs, losses, or expenses incurred by the Customer (or an affiliated company of the Customer) as a result of the Supplier's breach of contract; to the extent that such liabilities, compensations, costs, losses, or expenses are caused by or arise from the Supplier's culpable actions or omissions, unless they were caused by gross negligence or intentional actions of the Customer (or the relevant affiliated company of the Customer). The Supplier must fully indemnify and hold harmless the Customer (and the relevant affiliated company of the Customer) from all third-party claims related to the products and/or services against the Customer and arising from a breach of contract by the Supplier, including, but not limited to, claims that the products and/or services infringe third-party intellectual property rights. Upon request of the Customer, the Supplier shall defend the Customer (or the relevant affiliated company of the Customer) against any such third-party claims.

13.2 The Supplier is responsible for the supervision and direction of all its employees or subcontractors and is liable for their actions or omissions as if they were the actions or omissions of the Supplier.

13.3 The Supplier shall maintain appropriate professional or operational and product liability insurance as well as statutory accident insurance/occupational health insurance with reputable and financially strong insurance companies and provide proof upon request, which does not exempt the Supplier from liability to the Customer (or an affiliated company of the Customer). The mention of the insurance amount does not limit the liability.

13.4 The Customer reserves the right to offset claims under a contract with any amounts owed to the Supplier, including from other legal relationships.

14. TERMINATION

14.1 The Customer may terminate the contract in whole or in part at any time by giving thirty (30) calendar days' written notice to the Supplier. In such a case, the Customer shall pay the Supplier for the value of the products and/or services already delivered but not yet paid for (provided they were delivered in accordance with the contract) and for the direct costs reasonably incurred by the Supplier for the products and/or services not yet delivered, but in no event more than the price agreed in the contract for the products and/or services. No further compensation shall be paid to the Supplier.

14.2 In the event of a breach of contract by the Supplier, the Customer is entitled to terminate the contract or withdraw from the contract, with Sections 8.4.5 to 8.7 applying.

14.3 Either party may terminate the contract with immediate effect by giving written notice if:

- an injunction with significant impact on the performance of the contract is issued against the other party; or

- there is a significant deterioration in the financial or economic condition of the other party, or the liquidation of the other party (by its shareholders) is resolved; or
- the other party ceases or threatens to cease the operation of a substantial part of its business, whether voluntarily or involuntarily, and this adversely affects or will affect the ability of the other party to fulfill its obligations under the contract; or
- there is a significant change in the control of the Supplier.

14.4 Upon termination under Sections 14.1 to 14.3, the other party must immediately return to the terminating party (or the Customer's affiliated company) all items (including all Customer Data of the Customer or Customer Data of its affiliated companies or other data under Section 11.1, as well as documents and intellectual property rights) that are under the control of the other party at that time, at its own expense. In the event of termination by the Customer, the Customer (or the relevant affiliated company of the Customer) shall also be provided with the complete documentation of the delivered products and/or services.

14.5 The INNOSENT GTC do not limit the statutory right of either party to terminate for good cause. If the law permits partial termination in such cases, the contract may only be terminated in its entirety if the good cause requires total termination.

14.6 Termination or withdrawal from the contract must be in writing.

15. FORCE MAJEURE

15.1 Neither party (nor the Customer's affiliated companies that receive or have received products and/or services) shall be liable for delayed performance or non-performance of its contractual obligations if the delay or non-performance is the result of a force majeure event. Force majeure means an event that was unforeseeable by the affected party (or the Customer's affiliated company) at the time of contract execution, is unavoidable, and beyond the reasonable control of the affected party (or the Customer's affiliated company), provided that it cannot overcome the event despite all reasonable efforts and that it informs the other party (and the relevant affiliated company of the Customer, if the Supplier is affected) within ten (10) calendar days of the occurrence of the force majeure event or at the time the Supplier becomes aware of the event or should reasonably have become aware of it, whichever is later.

15.2 If a force majeure event exceeds thirty (30) calendar days, either party may terminate the contract with immediate effect by giving written notice without liability to the other party. The parties shall each use reasonable efforts to minimize the impact of a force majeure event.

16. ASSIGNMENT AND SUBCONTRACTING

16.1 The Supplier shall not assign, transfer, or subcontract the contract or any part thereof (including any claims against the Customer) without the prior written consent of the Customer, neither to its affiliated companies nor to a successor acquiring the part of the Customer's business to which the contract relates.

16.2 The Supplier agrees that the Customer may assign, transfer, or subcontract the contract or any part thereof to its affiliated companies or a successor acquiring the part of the affiliated company from the Customer to which the contract relates. This also applies accordingly to the acquiring affiliated companies or the successor.

17. NOTICES

All notices shall be sent by registered mail, courier, fax, or email to the address of the relevant party specified in the contract or to such other address as that party has notified in writing (including the

Customer's affiliated company at the place of delivery). Correspondence, information, or documentation from the Supplier relating to the contract must be provided in the language used in the contract, unless the Customer approves another language version in writing..

18. WAIVERS

If the Customer (or an affiliated company of the Customer) does not invoke or enforce any provision of the contract, this does not constitute a waiver of that provision and does not affect the right to invoke or enforce that provision or any other provision contained herein at a later date.

19. GOVERNING LAW AND DISPUTE SETTLEMENT

19.1 The contract is governed by German law, excluding:

- Sections 305 to 310 of the German Civil Code (BGB),
- The conflict of laws rules of German law, and
- The United Nations Convention on Contracts for the International Sale of Goods (CISG).

19.2 Arbitration

- All disputes arising out of or in connection with the contract or its validity shall be finally settled under the Arbitration Rules of the German Institution of Arbitration (DIS), excluding the ordinary legal process.
- The arbitral tribunal shall consist of a sole arbitrator, unless the parties agree in writing to three arbitrators.
- The seat of the arbitration shall be the registered office of the Customer.
- The language of the arbitration proceedings shall be German.

20. SEVERABILITY

The invalidity or unenforceability of any provision of the contract shall not affect the validity or enforceability of the remaining provisions. The parties agree to valid and enforceable provisions that come as close as possible to the economic effect of the invalid or unenforceable provision.

21. UNITY OF THE CONTRACT, ORDER OF PRECEDENCE

21.1 The contract (including these INNOSENT GTC) and all documents incorporated by reference in the order or any other agreement constitute the entire agreement between the parties and supersede all prior agreements between the parties regarding its subject matter.

21.2 In the event of discrepancies or contradictions between the contractual documents, the following order of precedence shall apply:

1. The contract created by the Customer (including specific deviations from the INNOSENT GTC, to the extent they are expressly included in this contract), and
2. These INNOSENT GTC.

21.3 Other terms set forth or referenced in documents other than those specified in this Section 20 are not and will not become part of a contract.

22. RELATIONSHIP OF PARTIES

23.1 The relationship between the parties is that of independent parties under arm's length conditions, and the contract shall not be construed as making the Supplier an agent or employee of the Customer (or an affiliated company of the Customer) or as establishing any kind of partnership with the Customer or an affiliated company of the Customer. The Supplier shall not represent itself as the Customer (or an affiliated company of the Customer) or act on its behalf (or on behalf of an affiliated company of the Customer).

22.2 The contract does not establish an employment relationship between the Customer (or an affiliated company of the Customer) and the Supplier or between the Customer (or an affiliated company of the Customer) and the Supplier's employees involved in the performance of the contract. The Customer and its affiliated companies remain free from any responsibility or liability for employees, social security, or taxes related to the Supplier and its employees involved in the performance of the contract.

23. ELECTRONIC SIGNATURE

The parties recognize electronic signatures (e.g., via Adobe Sign, DocuSign, or similar tools, or by other scanned signatures by authorized persons) as sufficient and binding for the conclusion of the contract as well as for all documents related to the contract, including (but not limited to) documents that require written form under the contract or that are to be signed by the parties.



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