

# General Terms and Conditions of Purchase of Greiner Bio-One GmbH /Germany

Valid with effect from April 1, 2021

## 1. General

- 1.1 The present General Terms and Conditions of Purchase ("GTC") shall exclusively apply to business relations between the Contractor and Greiner Bio-One GmbH ("GBO") pertaining to the purchase of movable items ("Goods") and/or work and/or services ("Work"), both hereinafter referred to as "Deliverables", by GBO, irrespective of whether or not the Contractor itself renders the relevant performance or purchases the same from suppliers. Any terms and conditions of sale of the Contractor and/or agreements derogating from the order shall only apply if and in so far as GBO shall acknowledge the same in writing. The written form required under the terms of these GTC shall also be deemed fulfilled by way of e-mail or fax.
- 1.2 These GTC shall apply exclusively also with regard to legal transactions concluded in future between the Contractor and GBO, even if, in an individual instance, no specific reference is made hereto. Any arrangements (amendments, additions) derogating by way of exception from these GTC shall only apply with regard to the legal transaction in question in respect of which such arrangements are confirmed by GBO in writing.
- 1.3 The Contractor notes that the data contained in the purchase order relating to the Contractor shall be subject to automated processing by GBO for purposes of accounting, and for supplier documentation. Processing of data, in particular transmission to third parties, shall be permissible within the framework of contractual fulfilment, in the context of statutory duties, and for the purposes of money and payment transactions.
- 1.4 The Contractor unilaterally and irrevocably agrees to the future amendment of these GTC.

## 2. Offer and placing of orders

- 2.1 Offers must be complete and indicate the Deliverable and price. Offers, cost estimates, plans, test documentation for technical equipment and all other documents of the Contractor shall moreover be binding and not subject to remuneration unless otherwise expressly agreed in writing.
- 2.2 The pricing with regard to Deliverables charged according to weight shall be based on the net weight excluding packaging/packaging materials (e.g. pallet cages, pallets, packaging sleeves, etc.).
- 2.3 Order confirmations must be sent at the latest 2 (two) working days after placement of the order by email to [orderconfirmation.de@gbo.com](mailto:orderconfirmation.de@gbo.com).
- 2.4 If the order confirmation differs from the content of the order, express reference must be made to such circumstance and the written consent of GBO must be obtained, failing which a contract shall not be deemed concluded.
- 2.5 The Contractor shall indicate the order number, order date, article number and all such data as GBO shall use for the purpose of precise identification of its order on all documents addressed to GBO, in particular order confirmations, notifications of dispatch, delivery notes and invoices. With regard to call orders, the Contractor shall also add an endorsement of the respective data concerning the relevant call orders.

## 3. Prices, payment terms and invoicing

- 3.1 The prices stated in the order and agreed with the Contractor shall be fixed prices. Any change during the agreed delivery period shall be precluded, also in the case of call orders. GBO shall not acknowledge any price escalation clauses.
- 3.2 Prices shall not include statutory value added tax or other (transaction) taxes, customs duties, fees or further charges of any kind. Changes in tax law or other changes in circumstances shall not grant entitlement to impose a retrospective price increase. Invoices shall be issued in accordance with the respectively-applicable statutory provisions concerning value added tax and shall be transmitted by e-mail to [purchasing.InvoicesDE@gbo.com](mailto:purchasing.InvoicesDE@gbo.com). Invoices relating to work performances must moreover be accompanied by copies of the confirmed wage slips or timesheets. Invoice copies shall be marked as duplicates.
- 3.3 The VAT reference of Greiner Bio-One GmbH is DE812585719. The Contractor shall be liable for correct application of the statutory provisions under value added tax law relating to a respective supply transaction as well as for any retrospective value added tax payments arising during the course of tax audits as a result of incorrect information having been supplied by the Contractor.
- 3.4 If it has been agreed that services shall be charged according to hourly or daily rates then travel time and waiting time, as well as travel costs, shall not be separately remunerated.
- 3.5 Invoicing shall take place once a service has been fully rendered.
- 3.6 Payments shall be made, unless otherwise agreed in writing, within 30 days at 3% discount or within 60 days net, with effect from receipt of invoice, but at the earliest following receipt/formal acceptance of the Deliverable (in so far as applicable). The date of payment shall be deemed the date of the payment transfer instruction by GBO. Payment itself shall be executed in the payment run respectively following the due date, whereby payment runs shall take place at least once per week. This manner of proceeding shall entitle GBO to claim a discount if payment is made on the payment run directly after the discount period. Payment shall be deemed in time if payment is executed on the payment run immediately following the due date.
- 3.7 Payment may be made by way of offsetting against counterclaims of GBO, whereby this shall be notified in writing to the Contractor within the aforementioned payment period.
- 3.8 The offsetting of counterclaims of the Contractor against claims of GBO, or the exercise of a right of retention, shall only be permissible if the counterclaim or right of retention is acknowledged by GBO or has been established by way of non-appealable judicial ruling. The Contractor shall not be entitled to assign claims to a third party.
- 3.9 If the Contractor consists of a working group/consortium, then upon order placement, the latter shall nominate a bank account into which all payments shall be made in respect of such order with debt-discharging effect.
- 3.10 Any extended and broader retention of title on the part of the Contractor shall be precluded.

## 4. Delivery

- 4.1 The agreed delivery and performance deadlines shall be binding. The delivery or performance period shall begin to run on the order date. If no period is agreed, delivery/performance shall be effected immediately.
- 4.2 If a delay in delivery or performance is anticipated, then GBO shall be immediately informed thereof in writing, whereby the reasons therefor shall be indicated, as well as the anticipated duration of delay. Section 13 shall apply by way of analogy.
- 4.3 Delivery or performance prior to the agreed deadline, or partial delivery, shall only be permitted with the consent of GBO. GBO may on no account suffer any disadvantage as a result of such delivery or performance; in particular, the payment and discount period pursuant to clause 3.6 shall not commence prior to the originally agreed deadline.
- 4.4 GBO reserves the right to postpone the delivery or performance deadline but shall notify the Contractor thereof in writing at the latest 3 (three) weeks prior to the agreed deadline.

- 4.5 Delivery shall be effected at the cost and risk of the Contractor. Unless otherwise agreed in writing, Incoterms clauses DDP (non-EU)/DAP (EU) Incoterms 2020 shall be deemed agreed with regard to deliveries, delivered duty-paid to the respective Greiner facility. This shall apply without restriction also with regard to hazardous goods within the meaning of the respective applicable law on the transportation of hazardous goods. GBO shall not accept COD (cash on delivery) shipments. Shipments shall be accompanied by a delivery note indicating the order and article number(s) and as appropriate a copy of the drawing(s) attached to the order.

- 4.6 The Deliverable shall be handed over to authorized employees of GBO at the destination. Acceptance of the Deliverable shall take place only in respect of visible defects upon arrival at the destination; in terms of quantity and quality, however, acceptance shall only take place upon processing/use of the Deliverable. Employees of GBO shall by way of general rule not be authorized to confirm upon acceptance that the Deliverable is free of quantity and/or quality defects. However, if an employee does confirm having accepted the Deliverable in good order, such declaration shall in any event not also extend to confirmation to the effect that the Deliverable is free of quantity and/or quality defects. The duties contained in § 377 of the German Code of Commercial Law (*Handelsgesetzbuch*, HGB) are excluded.

- 4.7 The Contractor must execute all requisite and reasonable insurance policies in order to cover its potential liability under any business and supply relationship with GBO. In particular, the Contractor must adequately insure the Deliverable at its own expense against losses of all types; the Contractor shall provide documentary evidence to GBO upon request as to the conclusion of such insurance policies and, upon occurrence of insured events, assign the claims under such policies to GBO upon request. If the Contractor does not immediately provide documentary evidence upon request of conclusion of such insurance policies, GBO shall be entitled, further to a one-month extension of time having expired without effect, to conclude such insurance policies for the account of the Contractor.

- 4.8 The Contractor shall ensure that the Deliverable complies with all applicable valid laws, provisions, ordinances, directives and specifications and that it complies with usual market standards. All Deliverables subject to particular product regulations, such as the Austrian law on chemicals and/or the REACH Regulation, must be registered, classified, packaged and labelled in accordance with these regulations. On demand the Contractor is obliged to provide the registration and/or certificate to GBO.

- 4.9 The Contractor moreover warrants that it shall observe all export regulations and sanctions applicable in connection with a shipment and in particular that it shall obtain all requisite export licences on its own initiative and at its own expense.

## 5. Packaging and shipping

- 5.1 The Contractor shall package, label and ship the Deliverable ordered in a suitable manner and at its own cost and risk, irrespective of the delivery terms/Incoterms agreed; the same shall apply on an unrestricted basis also with regard to hazardous goods. In the event that, by way of exception, further to written agreement, GBO should assume the costs of packaging, GBO shall be charged the cost price thereof and the same shall be shown separately in the invoice; also, in this case, the Contractor shall bear the risk with regard to the consequences of packaging or labelling being defective or in breach of regulations. In the event that any claim is made against GBO by third parties in respect of defective packaging, labelling and/or shipping of the Deliverable, or due to packaging, labelling and/or shipping of the Deliverable being in breach of regulations, the Contractor shall fully indemnify and hold GBO respectively its representatives harmless.
- 5.2 The Contractor shall be liable with regard to all consequences of defective packaging. Goods damaged during transportation shall be returned to the Contractor at the latter's expense; where relevant, settlement of losses with the forwarding agent/transport company shall be incumbent upon the Contractor.
- 5.3 GBO reserves the right to return packaging to the Contractor, whereby the value thereof shall be credited to GBO if return is free of charge to the Contractor.
- 5.4 In so far as the Contractor participates in a regional scheme for packaging disposal (such as, in Austria, ARA = Altstoff Recycling Austria AG), the following legally-binding declaration must be incorporated both into the offer and every delivery note and every invoice: "Packaging of all goods listed is exempt via licence number [...]". Additional charges or costs, such as deposit charges or disposal costs, shall not be recognized by GBO. If the Contractor fails to make such an exemption declaration, it shall collect or take back the packaging material and issue a credit note in respect thereof. If the Contractor fails to comply with such obligation, GBO shall be entitled to arrange for disposal to be undertaken by third parties at the risk and cost of the Contractor.
- 5.5 With regard to all Deliverables/residue of such Deliverables to be classified in accordance with their intended use as "special/hazardous waste", the Contractor shall always either dispose of the same itself or take back the same for disposal, whereby this shall be at its own risk and cost. If the Contractor fails to comply with such obligation, GBO shall be entitled to arrange for disposal to be undertaken by third parties at the risk and cost of the Contractor.
- 5.6 In the case of shipment using euro pallets, the Contractor shall use its own exchangeable euro pallets which shall be at least in mint condition, and which shall be exchanged upon handover to GBO.
- 5.7 If wood is used in packaging, it must comply with the respectively applicable EU phytosanitary provisions. The IPPC / ISPM15 standards shall apply.

## 6. Formal acceptance of work

- 6.1 The formal acceptance of work shall take place following completion of the respective Work by way of countersignature by GBO on an acceptance report. In so far as work can subsequently no longer be verified and inspected since an order will be subject to further processing, the Contractor shall ask GBO in writing at the due time to undertake a corresponding audit. Any implied formal acceptance resulting from lack of response to a formal acceptance request from the Contractor, from payment, or from actual use, shall be precluded.
- 6.2 In so far as formal acceptance is required by government authorities, in particular formal acceptance by recognized experts or official agencies, the Contractor shall arrange for the same at its own expense prior to formal acceptance of the work by GBO, provided such service is not expressly excluded from the scope of performance. Official certifications attesting to freedom from defects and any formal acceptance by government authorities shall be transmitted to GBO in good time prior to formal acceptance of the work.

## 7. Quality assurance

- 7.1 In order to ensure the contractually-agreed quality, the Contractor undertakes to conduct all quality-control measures in accordance with the agreed specifications. The Contractor must be certified at least in accordance with ISO 9001 or another comparable quality management scheme. The Contractor shall strive to implement continuous measures and practices for quality improvement which accord with said standards and practices or similar standards and practices and operate a quality assurance scheme which serves to identify, correct and prevent defects. In order to ensure quality, the Contractor shall inter alia be under a duty as follows: (i) to regularly conduct inspections and tests; (ii) to

- conduct all quality-control measures in accordance with specifications and, in the absence of specifications, to implement usual industry standards and statutory practice; and (iii) to keep detailed inspection records, documents and other data with regard to the manufacturing process and the current quality control procedures and quality standards in respect of the Deliverable and make the same available to GBO upon request.
- 7.2 GBO shall be authorized to convince itself as to the Contractor's quality management during business hours at the Contractor's business premises, whereby this shall however be subject to the condition that GBO shall transmit corresponding written notice to the Contractor at least 5 (five) working days in advance; inspections may on no account delay or prevent supply of the Deliverable. Detailed inspection records, documents and other data relating to the current manufacturing processes, quality-control procedures and quality standards of the Contractor shall be kept by the Contractor and provided to GBO upon request.
- 7.3 The Contractor shall be obliged to obtain also a guarantee from its sub-suppliers to the effect that the latter shall adhere to quality assurance measures and shall grant GBO the inspection rights stated at clause 7.2 at GBO's request.
- 8. Records and audits**  
In line with generally-recognized accounting principles and practice, the Contractor shall keep precise records relating to all matters concerning its contractual obligations. The Contractor shall retain such records for at least 10 (ten) years with effect from the date of the last payment as stated in the order to which such records pertain. In so far as such records serve to establish whether the Contractor is complying with its obligations under a current order, GBO and its authorized representatives shall be granted reasonable access to such records for the purposes of inspection and audit during usual business hours, whereby the Contractor shall provide GBO with all reasonable support.
- 9. Formal acceptance obligation and force majeure**  
Circumstances of force majeure, which shall also include the effects of war, riot, strikes, lock-outs, force of nature, epidemic and pandemic like eg COVID 19 and disruptions to transport and operations within the sphere of influence of GBO or within the sphere of influence of its supply operations not foreseeable by or attributable to GBO, shall exempt GBO for the duration and in the scope of the impact thereof from its duty to undertake formal acceptance. Claims by the Contractor to compensatory measures and damages shall in such event be precluded.  
In the event of unforeseeable events, such as in particular, the aforementioned events, the Contractor is obliged to take all possible and reasonable measures to fulfil his contractual obligations (e.g. to procure necessary parts elsewhere, to find alternative means of transport, to take the greatest possible preventive measures).
- 10. Transfer of risk**  
Risk shall be transferred only upon arrival of the Deliverable at the receiving point stated by GBO, fulfilment of all ancillary duties by the Contractor in particular handover of all agreed documentation (e.g. test documents, operating instructions, instructions for use, etc.) as well as handover to an authorized employee of GBO, unless agreed by way of derogating Incoterms 2020 clauses. In the case of delivery involving set-up or assembly, risk shall pass to GBO upon formal acceptance of the set-up and assembled Deliverable.
- 11. Warranty and liability**
- 11.1 The Contractor guarantees and warrants that:
- The Deliverable fully complies with the agreed specifications and requirements, holds all relevant and requisite certificates, approvals, authorizations, licences and permits and is suitable for its intended purpose;
  - The Deliverable does not comprise any defects with regard to design, material or processing and is in a fully-functioning and merchantable condition; and
  - The Deliverable at all times complies with all applicable laws, provisions, ordinances, directives and specifications and meets the usual market standards, in particular statutory accident-prevention rules and safety rules (CE conformity).
- 11.2 In the event that the Contractor should identify deviations from the agreed or usually-assumed features, or defects (also following delivery), GBO shall be immediately notified of such circumstance. Such notification shall be accompanied by all relevant data, such as in particular the nature of the defect and the affected order and product numbers.
- 11.3 Unconditional formal acceptance of the Deliverable shall not be deemed to constitute approval of derogations of the Deliverable from agreed specifications and requirements.
- 11.4 The warranty period shall total 2 (two) years with effect from the date of transfer of risk unless a longer statutory period shall apply. The Contractor expressly guarantees GBO freedom from defects during the warranty period.
- 11.5 If a Deliverable lacks warranted characteristics or characteristics requested by GBO, if accident-prevention rules or other protective provisions are not observed, or if the Deliverable has other defects, then notwithstanding the severity of the defect, GBO shall be entitled, at its discretion, to demand annulment of purchase (cancellation), reduction of the purchase price (reduction), remedy of defect free of charge (rectification) or replacement delivery free of charge. If GBO shall request rectification, the Contractor shall immediately remedy the defects at its own risk and cost. Upon request from GBO, the Contractor shall immediately, and at the latest within 10 (ten) working days, exchange defective parts of goods or services for defect-free parts at its own risk and cost. In the event that the documentation contains errors, but the Deliverable comprises no defects other than the documentation, the documentation must be corrected and transmitted within 5 (five) working days to GBO. If the Contractor is not in a position to establish defect-free circumstances within the stated period, clause 11.6 shall apply accordingly.
- 11.6 In the event that the Contractor fails to fulfil its warranty obligations within the period stated in these GTC or otherwise within a reasonable period, GBO shall be entitled, at Contractor's expense, to remedy the defects itself or to arrange for third parties to remedy the same or in another manner to procure a replacement. In the case of urgency (e.g. in order to avoid production delays or interruptions), GBO shall be entitled to remedy the defects identified at the cost of the Contractor without setting an extension of time.
- 11.7 In the event that defects cannot be remedied on site, transportation costs shall be borne by the Contractor.
- 11.8 The Contractor shall be under a duty to provide complete but easily-comprehensible instructions for use in German or English, to retain all requisite documents, to conduct close product observation and furthermore shall be under a duty if required to recall a defective Deliverable at its own expense, to immediately issue the manufacturing documents and to provide all reasonable assistance as well as to name the manufacturer/importer within 14 (fourteen) working days.
- 11.9 The above warranty provisions shall also apply if the Contractor installs or assembles Deliverables on the instructions of GBO. In such event, the warranty period shall commence upon formal acceptance by GBO in accordance with the written acceptance confirmation.
- 11.10 In the event that the Contractor breaches relevant applicable legal rules, in particular an applicable export rule, the Contractor shall assume liability and shall indemnify GBO and

hold GBO (and its representatives) harmless in respect of all monetary fines, rulings and associated costs.

- 11.11 With regard to all types of loss, during the entire limitation period, the Contractor shall bear the burden of proof concerning the demonstration of absence of fault (*Verschulden*).
- 11.12 Exclusions of liability of all types, as well as restrictions on liability on the part of the Contractor, in particular on the basis of warranty or damages, shall not be accepted unless the same have been expressly negotiated in detail with GBO and agreed to in writing. This shall therefore apply in particular, but not only, with regard to changes to the statutory burden of proof to the detriment of GBO, with regard to shortening of deadlines of any type, and with regard to the exclusion of recourse claims.
- 11.13 The Contractor shall be liable for fault of its suppliers in the same manner as for fault of its own. Moreover, the Contractor shall be liable for ensuring that, upon instruction of any sub-suppliers, rendering of services shall take place in accordance with the terms agreed with GBO.
- 11.14 If a claim is made against GBO by third parties due to defects in a Deliverable within the meaning of product liability rules and/or based on infringement of property rights of third parties, the Contractor shall fully indemnify and hold harmless GBO/its representatives. Furthermore, GBO shall be entitled to reimbursement of all costs and expenses which it shall incur in such connection, in particular due to recall actions. GBO shall, in so far as possible and reasonable, inform the Contractor as to the nature and scope of recall actions. GBO shall inform the Contractor immediately as to the assertion of claims based on product liability and shall not make any payments nor acknowledge claims without referring to the Contractor. Any further statutory claims of GBO against the Contractor shall remain unaffected.
- 12. Changes to Deliverable**
- 12.1 Changes requested by GBO  
GBO may at any time request a change to a Deliverable, which shall be implemented by the Contractor. If the change can be executed by the Contractor using the resources which the Contractor has already deployed in accordance with the contract between the two parties, this shall not have any impact on price; if the change has an impact on the agreed price or delivery date, the Contractor shall notify GBO accordingly in writing without delay. Upon request, the Contractor shall disclose its cost calculation to GBO. The Contractor shall prepare a change offer, which GBO may accept or reject.
- 12.2 Changes requested by the Contractor  
The Contractor shall not be entitled without the express consent of GBO to make any changes whatsoever to the Deliverable, in particular:
- Changes with regard to specification of the Deliverable
  - Changes with regard to composition of raw materials
  - Changes with regard to origin of raw materials which have an impact on the quality of the components and/or the quality of GBO's end product
  - Changes in relation to certification status
  - Changes with regard to packaging of the Deliverable.

In the event that the Contractor should be forced to make changes to components, particularly in regard to raw materials or suppliers of raw materials, packaging, manufacturing processes, location, capacity, improvements or extensions which could impact upon the form, suitability or function of the Deliverable or which could influence the specifications of the Deliverable, the Contractor shall notify GBO in writing thereof at least 12 (twelve) months in advance and shall prepare a change offer. Such change offer shall contain at least the following information:

- Detailed description of proposed change to the Deliverable;
- Reason for the proposed change;
- Date on which the proposed change is to be made.

In so far as the changes are approved by GBO by way of corresponding confirmation, they shall be executed at the cost of the Contractor unless otherwise agreed.

- 13. Default and delay, withdrawal and contractual penalty**
- 13.1 In the event of a delay or default in respect of delivery or performance, or delivery or performance in breach of contractual terms, then notwithstanding all and any further claims, GBO shall be entitled either to withdraw immediately from the contract or to withdraw from the same setting a reasonable extension time of maximum 14 (fourteen) days, or to insist upon contractual fulfilment. GBO shall hold the same rights if bankruptcy proceedings are instituted in respect of the Contractor's assets or if a petition for institution of bankruptcy proceedings has been rejected due to a lack of cost-covering assets.
- 13.2 In the event of delivery or performance being delayed or in breach of contract, GBO shall further be entitled to claim a contractual penalty in place of contractual fulfilment, independent of attribution of fault, at a maximum of 25% of the total order value or, in addition to delayed fulfilment, for each day or part thereof by which the delivery or performance period has been exceeded, a contractual penalty of 1% of the total order value, up to a maximum of 25%. GBO shall in any event reserve the right to claim any loss exceeding the said contractual penalty.
- 13.3 In the event that delay, or default is however due to force majeure, the Contractor shall be obliged to immediately notify such circumstance and to provide documentary evidence of the same upon request. In such event, the delivery or performance period or deadline shall be extended by the duration of impact of such circumstances. Despite such granting of time, the Contractor shall be under a duty to pay the contractual penalty pursuant to clause 13.2, which shall be deposited by way of security with GBO and repaid by GBO to the Contractor (without interest) following successful contractual fulfilment. Neither legal strikes nor the fact that materials, parts or finished goods are being deemed rejects shall be considered instances of force majeure.  
In the event that, for any reason whatsoever, the contract should be terminated, the Contractor shall not be entitled to refund.
- 13.4 GBO shall be entitled to withdraw from the contract by 6 (six) weeks at the latest prior to the agreed delivery or performance deadline (prior to the end of the agreed delivery or performance period), subject to indication of good cause; in such event, the Contractor shall not be entitled to claim any damages.

- 14. Compliance**  
The Contractor undertakes at all times during a contractual relationship with GBO to observe the Greiner Code of Conduct for Suppliers and Business Partners, [https://www.gbo.com/fileadmin/user\\_upload/Downloads/Code\\_of\\_Conduct/Code\\_of\\_Conduct\\_for\\_Suppliers\\_and\\_Business\\_Partners\\_EN.pdf](https://www.gbo.com/fileadmin/user_upload/Downloads/Code_of_Conduct/Code_of_Conduct_for_Suppliers_and_Business_Partners_EN.pdf) as amended, plus all applicable laws and provisions, in particular the US Foreign Corrupt Practices Act of 1977 (as amended), as well as the respectively-applicable anti-trust, competition and anti-corruption law. Neither the Contractor, nor those persons acting in its name, in particular executives, employees or representatives, shall make or offer inadmissible

payments or gifts in either direct or indirect form to third parties, including their employees or executives, or to public officials, representatives of a governmental agency or authority or those of a political party or a candidate of the latter. The Contractor undertakes that its own suppliers shall observe at least comparable principles to those of the Greiner Code of Conduct. GBO reserves the right to audit the Contractor at any time during business hours further to prior written notice to verify adherence to the terms of the said Code of Conduct and all applicable laws and rules. In the event of non-compliance, GBO reserves the right to terminate the contract subject to these GTC at any time and with immediate effect by written notice to the Contractor.

#### 15. Property rights

- 15.1 GBO shall retain title to documents of all types, such as descriptions, specimens, drawings, models, as well as tools, moulds and other goods which GBO has made available to the Contractor.
- 15.2 The Contractor may neither use such documents for its own purposes nor render the same accessible to third parties unless there exists a direct connection with order processing for GBO. Documents shall be automatically returned in full, including any copies thereof, at the latest once they are no longer required by the Contractor for the purpose of supplying goods and services, or further to a corresponding request from GBO. Return shall be free of charge to GBO.
- 15.3 The said documents must be checked by the Contractor immediately upon receipt. Any derogations therefrom shall only be admissible with the written consent of GBO. If such documents contain technical or other defects, the Contractor must notify GBO thereof as soon as such defects are identified.
- 15.4 The agreed price shall be deemed to cover payment for comprehensive granting of rights by way of intellectual property rights, such as are required by GBO/the customers of GBO for the purpose of free use, the purpose of partial or complete renewal and for the purpose of resale of the Deliverable.
- 15.5 In so far as licences are required, these shall be procured by the Contractor at its own expense.
- 15.6 The Contractor shall be liable for ensuring that no property rights of third parties are infringed by GBO as a result of the Contractor's performances or as a result of use of the goods and services acquired from the Contractor. The Contractor undertakes to fully indemnify and hold GBO harmless in the event of any infringement of property rights of third parties.
- 15.7 GBO shall hold title to all work results of the Contractor based on information from GBO, in particular drawings, specifications and data of GBO, and GBO shall exclusively be entitled to file and register intellectual property rights on a worldwide basis in respect thereof.

#### 16. Sub-suppliers

- 16.1 The Contractor undertakes to inform GBO in writing of all sub-suppliers (vicarious agents) which support the Contractor in fulfilment of contractual duties. Sub-suppliers not named in the contract or order must be approved by GBO in writing, whereby GBO may not refuse such approval without good cause.
- 16.2 Where GBO gives its consent, the Contractor must ensure that sub-contracts are worded in a way which enables the Contractor to fulfil its obligations in relation to GBO without restriction.
- 16.3 The Contractor shall ensure that GBO is entitled to inspect at any time all works undertaken at the location of the Contractor and/or sub-suppliers for the purpose of fulfilling contractual duties and to obtain information on the current status of work on site.
- 16.4 Irrespective of which party supplies the Deliverable, the Contractor shall always be deemed the responsible contracting party. At the same time, any approval of a sub-supplier granted by GBO shall not release the Contractor from its obligations in relation to GBO under the contract.

#### 17. Access

- 17.1 When entering GBO's company site, the Contractor shall observe GBO's safety rules as apply at the relevant time, a copy of which GBO shall forward upon request.
- 17.2 Further to prior notification to the Contractor, observing a reasonable notice period and without entailing any additional costs, GBO shall be granted access to the Contractor's company site during usual business hours in order that the Contractor's work in connection with the contractual Deliverable may be inspected.

#### 18. Confidentiality

- 18.1 The Contractor undertakes to maintain confidentiality in respect of all technical and commercial data relating to GBO which is disclosed directly or indirectly or by GBO in respect of a possible joint business relationship, including all information relating to plans, timetables, technical data, constructions, drawings and all information relating to sales, pricing, research and development, finance, construction, manufacture, quality, design, intellectual property, plant and processes, employees, customers, suppliers and other persons with which GBO has a business association, in so far as the same is not generally known.
- 18.2 For the purpose of fulfilling its contractual duties, obligations and other tasks, the Contractor may only use such persons whom it has verifiably and expressly placed under a duty to observe confidentiality prior to commencement of their activity.
- 18.3 The duty to maintain confidentiality in respect of all data and business secrets shall continue to exist also following the end of the contractual relationship, without restriction; it shall also extend to such data and business secrets which are entrusted to the Contractor/the persons referred to in clause 18.2 on the occasion of further contractual negotiations to be conducted or which are otherwise rendered accessible, even if such negotiations should not lead to conclusion of a contract.
- 18.4 Disclosure of confidential information shall not constitute transfer of know-how or property rights nor any related granting of licence. The Contractor shall not be entitled to file property rights of any type whatsoever in connection with confidential information obtained of any type whatsoever.
- 18.5 Knowledge of confidential information transmitted or communicated to the Contractor shall not be deemed to constitute assertion of any rights against GBO, in particular based on prior use, in connection with the filing of property rights.

#### 19. Documents

- 19.1 In the event that the Deliverable is used by GBO for purposes that require its registration/qualification under relevant regulations and/or applicable law, Contractor shall – to the best of its abilities – fully cooperate and promptly provide its assistance and all required documentation to facilitate the registration/qualification of the Deliverable at no additional costs.
- 19.2 In the event that Contractor is unable to provide required documentation (e.g. relevant certificates), enabling registration/qualification, then GBO will not be able to use the Deliverable and shall have the right to cancel the purchase order and/or terminate the respective Agreement without charge or liability

#### 20. Place of performance, place of jurisdiction and choice of law

- 20.1 Place of performance for goods and services supplied by the Contractor shall be the place of performance as stipulated by GBO.
- 20.2 Any dispute arising out of or in connection with these GTC and/or in connection with any contractual relationship between GBO and the Contractor subject to these GTC, including related to its creation, validity, nullity, interpretation, performance and termination as well as its pre- and post-contractual effects ("**Dispute**"), shall be settled by the competent court in Stuttgart, Germany having jurisdiction over the subject-matter.
- 20.3 German substantive law shall exclusively apply. The application of UN law on the international sale of goods and any conflict-of-law rules are expressly excluded.
- 20.4 Particularly with respect, but not limited, to Contractor's outside the European Union, GBO may, at its sole discretion, alternatively, submit a Dispute for final settlement under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one arbitrator appointed in accordance with the said Rules; in case GBO submits a Dispute for final settlement under the Rules of Arbitration of the ICC and in case the amount in dispute accrues to more than EUR 1.000.000,00 (one million euros), either Party may opt for a tribunal with three arbitrators appointed in accordance with the said Rules. The seat of the arbitration shall in each case be Stuttgart, Germany. The language of the arbitration shall be English. To avoid any misunderstandings, it is expressly agreed that the governing law of this arbitration agreement shall be exclusively German law without regard of the conflict-of-law rules. The decision and/or award rendered by the arbitrator(s) shall be written, final and non-appealable. The losing party shall bear all the costs of arbitration including the fees and expenses of the arbitrator(s) and, in particular, pay the costs of the successful party (in particular attorneys' and expert fees).

#### 21. Miscellaneous

- 21.1 All orders, transactions and call-offs, amendments and additions thereto and amendment of the underlying contract, including these GTC and this written-form clause itself, shall only be legally valid when in writing. This shall also apply with regard to any contractual termination.
- 21.2 Any order or contractual agreement between the parties shall not establish any employment contract whatsoever between GBO and any person whomsoever employed by the Contractor. For this reason, it is expressly agreed that the Contractor shall itself be responsible for all employer obligations imposed by the competent authorities with regard to the fulfilment of contractual duties and with regard to any taxable income of the Contractor. Furthermore, GBO shall assume no liability for making payments such as wages, daily allowances, income tax, social-insurance contributions and insurance contributions. The Contractor shall fully indemnify and hold harmless GBO in this regard.
- 21.3 Each of the parties warrants to the other party that it duly complies with its obligations under all applicable data protection regulations.
- 21.4 All business correspondence shall be conducted exclusively with GBO's purchasing department.
- 21.5 The Contractor is not entitled to assign any claims to third parties arising out of or in connection with any contract with GBO without GBO's prior written consent and any assignment in violation of this provision is null and void.
- 21.6 The contract concluded between GBO and the Contractor shall remain binding also in the event that any individual terms of the contract or of these GTC should be legally invalid. Any invalid term shall be replaced in good faith by such provision which shall come as close as possible to the intent of the invalid term which it replaces, and which ensures achievement of the economic intent of the contract/GTC.
- 21.7 In respect of the cooperation, the Contractor may only advertise using the business connection and/or the products of GBO further to obtaining the prior written consent of GBO. This may be revoked at any time without an indication of reasons and shall entail immediate deletion/cessation of further use (for advertising purposes, reference lists, press releases, etc.) without any entitlement to cost indemnification.