

1. Validity of these Terms and Conditions

1.1 These Terms and Conditions of Purchase shall apply exclusively to the entire business relationship, including future business relationships, between the Buyer and the Seller, provided the Seller is a merchant, a legal entity under public law or a special fund under public law. Any deviating terms and conditions of the Seller shall not apply.

1.2 If a framework agreement exists between the Buyer and the Seller, these Terms and Conditions of Purchase shall apply both to this framework agreement and to the individual order. Despite the designation as Buyer and Seller, these Terms and Conditions of Purchase shall apply to contracts for services.

2. Severability clause

Should one or more provisions of the contract concluded between the seller and the buyer be or become invalid for reasons not based on statutory provisions regulating general terms and conditions, the validity of the remaining provisions of the contract shall not be affected. The ineffective provisions shall be replaced with retroactive effect by the effective provisions which come closest to the purpose intended by the parties when the contract was concluded. The same shall apply in the event of a gap in the respective contract.

3. Conclusion of contract, written form

3.1 Offers made by the Buyer shall be non-binding until the contract has been concluded.

3.2 In any case, a notification to the Buyer is no longer without undue delay if it is not received by the Buyer within seven days.

3.3 Any amendments or additions to the contract, with the exception of an amendment within the meaning of clause 1.1, sentence 3, shall require written confirmation by the Buyer to be effective. This shall also apply to the amendment of the contractual written form requirements.

3.4 Recissions or declarations of withdrawal shall only be effective if they are made in writing.

4. Delivery date, delivery

4.1 The delivery time is determined by the Buyer's purchase order and is binding. In the event of expected delays, the Buyer shall be notified in writing without delay, stating the reasons and the expected duration.

4.2 The place of performance shall be the registered seat of the Buyer or, if applicable, the place of performance specified in the Buyer's purchase order. Travel or transport costs there shall be borne by the seller. In all other respects, the seller is free to choose where he performs his service. If the service is not performed at the address stated in the order for reasons for which the Seller is responsible, all costs incurred as a result of rescheduling and any damage suffered by the Buyer as a result of the delay shall be borne by the Seller.

4.3 Should the Seller overrun the contractually agreed delivery time, the Buyer is entitled to reject the acceptance of service delivery without notice and to hold the Seller liable for damages caused by the delay or to charge the Seller a conventional penalty of 1% per started week, but not more than 5% of the gross order value. A reservation of the conventional penalty not expressed during the acceptance of the services can still be made in retrospect up to one month after receipt of the invoice.

4.4 If a contractual penalty has been agreed, Sections 340 (1) and 341 (3) of the German Civil Code (BGB) shall not apply. Instead of the contractual penalty, the Buyer's statutory claims may be enforced. In the event of partial deliveries, the Buyer may, at its option, refuse to accept either the total quantity or the remaining partial quantity. Acceptance of a partial delivery by the Buyer shall not oblige the Buyer to accept the remaining partial delivery at a later date.

4.5 If the delivery quantity is exceeded, the Buyer shall not be obliged to accept the excess quantity, but shall be entitled to do so, whereby acceptance of the excess quantity may also be tacit. If the Buyer accepts the excess quantities, the agreed unit price shall be reimbursed to the Seller.

4.6 Force majeure and all other events which cause the Buyer's interest to cease, such as war, riot, confiscation, official measures, strikes, epidemics, fire, other natural events and traffic disruptions shall suspend the Buyer's obligations for the duration of the effects of the force majeure without being obliged to pay damages towards the Seller.

5. Shipment, transfer of risk and packaging

5.1 All of the Seller's employees deployed to provide the services on the Buyer's premises are subject to the safety regulations applicable there. The Buyer reserves the right to exclude individual employees of the Seller from the further provision of services on the business premises in the event of not insignificant breaches of the safety regulations. With the exception of the applicable safety regulations and the general domiciliary rights, the Seller and the employees deployed by it shall not be subject to any instructions from the Buyer in the performance of the services. Employment relationships between the Buyer and the Seller or the employees deployed by the Seller shall not be established by the contractual relationship; the deployed personnel shall not be integrated into the Buyer's operational organisation. The seller shall be free to decide when, where and how he performs his services. However, the Buyer shall be entitled to issue instructions to the Seller regarding the scope and quality of its services. Only employees of the Buyer who are responsible for the project are entitled to delegate tasks to the Seller. The Seller may perform the Services personally or through its employees who have the same formal qualifications and experience in the field that is the subject of the Services under this Agreement. In the event of illness or other incapacity to

serve, the other party shall be notified immediately. The Seller and its employees are free to decide on their working hours and holiday time. During a holiday, a suitable replacement shall be provided as far as possible. If, in individual cases, the Seller uses the services of other persons, in particular specialists on individual issues, he shall remain responsible to the Buyer for the proper performance of the services under this contract.

6. Prices

The price stated in the buyer's order shall be agreed. Unless expressly agreed otherwise, all prices are quoted in EURO. The statutory value added tax shall be added and shown separately, insofar as it concerns a delivery item subject to turnover tax.

7. Terms of payment, prohibition of assignment

7.1 The Seller's invoices shall be due for payment - if and to the extent that they do not conflict with any rights of the Buyer - within 60 days after receipt of an invoice with all legally stipulated contents (in particular sections 14 and 14a of the German Value Added Tax Act) and receipt of the goods.

7.2 Invoices shall show the order number, the delivery note number and the place of delivery of the Buyer.

7.3 In the event of payments by the Buyer within 14 days, the Buyer shall be entitled to apply a discount of 3% on the net price. The conditions of 7.1. and 7.2. shall be decisive for the beginning of the discount period.

8. Warranty

8.1 Any materials, tools, modules, copyrights, design rights and/or any other form of intellectual property rights (including know-how) in drawings, specifications, data or information supplied or otherwise made available by the Buyer to the Seller shall be and remain the property of the Buyer. The Seller shall only use the drawings, specifications, data or information in accordance with the Buyer's written instructions.

8.2 Any work result of the Seller based on the aforementioned drawings, specifications, data or information shall be the property of the Purchaser. In return for the remuneration stipulated in No. 6 of these Terms and Conditions of Purchase, the Seller shall transfer to the Purchaser in full all intellectual property rights or other proprietary rights ("Results") arising in connection with the performance of this contract as soon as such rights arise. If a transfer of the rights is not possible, the Buyer shall receive a far-reaching, exclusive, irrevocable and temporally and geographically unrestricted right of use to the Results, which shall also exclude the Seller from any further use.

9. Offsetting and retention

9.1 The Seller shall only be entitled to set-off or to assert rights of retention if the counterclaim is either undisputed or has become res judicata.

9.2 The Seller's rights of retention may only be based on claims which are based on the same contractual relation.

10. Sustainability

The Seller undertakes to use environmentally friendly products and processes within the scope of economic and technical possibilities. The Seller shall also ensure that its deliveries and services comply with the applicable human rights, occupational health and safety, animal welfare, environmental protection and energy management regulations.

11. Confidentiality obligation

The Seller undertakes to keep secret any information about the Buyer's technical and commercial knowledge of which it becomes aware in the course of the business relationship, at least in accordance with ISO 27001 ff, and to use it only for the contractually intended purposes. This obligation shall apply for the duration of the business relationship. It shall furthermore apply for a period of 5 years after its termination. Trade secrets are to be kept secret until the loss of the qualification as a trade secret. It does not apply to knowledge which has become public knowledge without breach of this confidentiality obligation, which was demonstrably already known to the Seller prior to transmission or which was subsequently developed independently of the knowledge transmitted or which was communicated to him by third parties without breach of a confidentiality obligation.

12. Place of performance, place of jurisdiction, applicable law

12.1 The place of performance for payment and, if applicable, service delivery shall be Hamburg, insofar as the Seller is a merchant, a legal entity under public law or a special fund under public law. The place of jurisdiction shall be the defendant's registered office or Hamburg, at the plaintiff's option.

12.2 German substantive law shall apply exclusively, with the exclusion of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG).

13. Data protection

The Buyer is entitled to process and store data about the Seller obtained in connection with the business relationship - also if these are from third parties - in compliance with the Federal Data Protection Act and to allow third parties commissioned by the Buyer to process and store said data

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