Dated June 8, 2024

TERMS AND CONDITIONS FOR THE SUPPLY OF REM GOODS AND SERVICES

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these Conditions.

Business Day means a day other than a Saturday, Sunday or public holiday in the main place of business of the Customer and the Supplier.

Commencement Date has the meaning given to it in clause 2.2**.**

Conditions means these terms and conditions as amended from time to time in accordance with clause 16.7.

Consumables means the commodity products supplied by Supplier to achieve the desired outcome as set out in the Specification (Supplier).

Contract means the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions, consisting of the documents listed at clause 2.3.

Control means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and the terms controls, controlled and the expression change of control shall be interpreted accordingly.

Customer means the person who purchases and/or orders the Goods and/or Services from the Supplier.

Customer Materials means any physical components or accessories provided by the Customer to the Supplier upon which the Supplier will provide the Services by processing in quantities set out in the Order.

Delivery Location has the meaning given to it in clause 3.2.

Equipment means all goods other than Consumables ordered by the Customer under an Order.

Force Majeure Event has the meaning given to it in clause 15.

Goods means the Equipment and the Consumables (or any part of them) as set out in each Order.

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, rights in get-up and trade dress, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order means the Customer's order for the supply of Goods and/or Services as set out in the Customer's purchase order form, or the Customer's written acceptance of the Supplier's quotation, or overleaf, as the case may be, but all governed by these Conditions.

Quotation means the quotation or price list provided to the Customer by the Supplier that conveys the Specification the Supplier will adhere to, the price and commercial terms for meeting that Specification.

Sales Order Acknowledgement means the document issued by the Supplier accepting the Order to commence the Contract.

Services means the Subcontract Service or Technical Support (or any part of them) as set out in each Order.

Specification means the Specification (Supplier) and the Specification (Customer).

Specification (Supplier) means the Supplier's description or specification for the Goods or Services provided to the Customer as part of the Quotation.

Specification (Customer) means the Customer's description or specification for the Goods or Services provided to the Supplier and included in the Quotation by the Supplier.

Subcontract Service means the processing of Customer Materials at the Supplier location or subcontracted party location, chosen by the Supplier.

Supplier means REM Surface Engineering GmbH (company number HRB 96837) registered in Willich, Germany.

Supplier Materials has the meaning given in clause 7.1.9.

Technical Support means all Services other than Subcontract Service ordered by the Customer under an Order with limits as defined in the Quotation.

1.2 Interpretation:

1.2.1 These Conditions apply exclusively to Contracts with entrepreneurs. Contracts with consumers are explicitly excluded.

1.2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.3 A reference to a party includes its personal representatives, successors and permitted assigns.

1.2.4 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.2.5 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.2.6 A reference to writing or written includes email.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or request Services in accordance with these Conditions. The Customer is responsible for ensuring that the information described in the Order is complete and accurate.

2.2 The Order shall only be deemed to be accepted when the Supplier issues a Sales Order Acknowledgment setting out acceptance of the Order, at which point and on which date the Contract shall come into existence (**Commencement Date**). The Supplier is under no obligation to accept all or any part of an Order. Once an Order has been accepted, the Supplier may (in its sole discretion) accept the Customer's request for a cancellation of any Order, and if it does, the Customer shall still be obliged to pay any costs already incurred by the Supplier in connection with the Order up to the date of the cancellation of the Order.

2.3 The Contract consists of the following documents:

2.3.1 the Quotation;

2.3.2 the Specification (Supplier);

2.3.3 the Sales Order Acknowledgment

2.3.4 these Conditions; and

2.3.5 the Specification (Customer).

To the extent there is any conflict or ambiguity between the terms of any of these documents, a term contained in a document higher in the list has priority over one contained in a document lower in the list.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate (including in the Customer's own terms and conditions, or any Order or invoice issued by the Customer), or which are implied by law, trade custom, practice or course of dealing, to the extent that such statutory provisions are not mandatory under applicable law.

2.5 Any Quotation given by the Supplier shall not constitute an offer, and is only valid for the period stated. No Contract is formed between the Supplier and the Customer until the Customer has submitted an Order and the Supplier has accepted it in the form of a Sales Order Acknowledgement.

2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

2.7 Notwithstanding the application of clause 16.7, the Supplier reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement and the Supplier shall notify the Customer in any such event.

3. DELIVERY OF GOODS AND CUSTOMER MATERIALS

3.1 The Supplier shall:

3.1.1 provide each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the type and quantity of the Goods (including the code number of the Goods, where applicable), and, if an Order for Goods is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

3.1.2 package each delivery of Customer Materials in the packaging in which they were received or such packaging as the Supplier otherwise deems appropriate (including to ensure compliance with applicable law). Any of the Customer's specific packaging requirements must be agreed by the Supplier in the Sales Order Acknowledgement (with all such packaging requirements to be at the Customer's expense).

3.2 The Supplier shall, in accordance with the delivery option specified in the relevant Sales Order Acknowledgment:

3.2.1 deliver the Goods and/or Customer Materials to the location set out in the Sales Order Acknowledgement or such other location as the parties may agree at any time after the Supplier notifies the Customer that the Goods are ready for delivery (with title and risk to pass in accordance with clause 5); or

3.2.2 leave the Goods and/or Customer Materials for collection by the Customer from the Supplier's premises at Siemensring 68d 47877 Willich, Germany, or such other location as may be agreed with the Customer before delivery,

(in each case the **Delivery Location**).

3.3 Any dates quoted for delivery of the Goods or Services are approximate only and non-binding, unless otherwise agreed in writing. In the event of a delay exceeding 30 Business Days, the Customer shall have the right to set a reasonable binding grace period for delivery.

3.4 If the Customer fails to take or accept delivery of the Goods or Customer Materials within ten (10) Business Days of the Supplier notifying the Customer that the Goods or Customer Materials are ready for delivery, then (except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods):

3.4.1 the Customer shall be in default of acceptance in accordance with. In particular, the risk of accidental loss or deterioration of the Goods or Customer Materials passes to the customer;

3.4.2 the Supplier shall store the Goods or Customer Materials (at Customer's expense) until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

3.5 If ten (10) Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted actual delivery of them, the Supplier may, after setting a reasonable grace period, resell parts or all of the Goods by public auction and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

3.6 In the event of any under-delivery or over-delivery of Goods of up to 5% of the quantity specified in the Sales Order Acknowledgment, the Customer may not reject them.

3.7 The Supplier may deliver the Goods or Customer Materials by instalments, which shall be invoiced and paid for separately. Any reasonable delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment. If the Customer fails to make a payment with respect to an instalment delivery of the Goods, the Supplier may, acting reasonably, request prepayment for further instalment delivery of the Goods and Customer must comply with such request.

4. QUALITY OF GOODS

4.1 The Supplier warrants that on delivery to the Delivery Location, the Goods shall:

4.1.1 conform in all material respects with the applicable Specification; and

4.1.2 be free from material defects in design, material and workmanship.

4.2 Subject to clause 4.3, the Supplier shall primarily, at its option, repair or replace defective Goods, if:

4.2.1 the Customer has fulfilled his obligations to inspect gives notice in writing to the Supplier that some or all of the Goods do not comply with the warranty set out in clause 4.1:

(a) where the non-compliance should have been apparent on a reasonable inspection at the time of Customer's receipt, within:

(i) in the case of Equipment – five (5) Business Days of such receipt; or

(ii) in the case of Consumables – five (5) Business Days of such receipt; or

(b) where the non-compliance should not have been apparent on a reasonable inspection at the time of the Customer's receipt:

(i) in the case of Equipment, within five (5) Business Days of the defect occurring; or

(ii) in the case of Consumables within five (5) Business Days of the defect occurring.

If the Customer fails to carry out the proper inspection and/or notification of defects, the Supplier's liability for defects that are not reported, not reported in time or not reported properly shall be excluded in accordance with applicable statutory provisions.

4.2.2 the Supplier is given a reasonable opportunity of examining such Goods following its receipt of the notice from the Customer described in clause 4.2.1; and

4.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business. Subsequent performance does not include the removal, dismantling or uninstallation of the defective Good or the installation, fitting or assembly of a non-defective Good if the Supplier was not originally obliged to provide these services; claims by the Customer for reimbursement of corresponding costs ("removal and installation costs") remain unaffected.

If the type of subsequent performance chosen by the Supplier is unreasonable for the Customer in individual cases, the customer may reject it. Supplier's right to refuse subsequent performance under the statutory conditions remains unaffected. The Supplier is entitled to make the subsequent performance owed dependent on the Customer paying the purchase price due. However, the Customer is entitled to retain a portion of the purchase price commensurate with the defect. If a reasonable period set by the customer for subsequent performance has expired without result or is dispensable under statutory provisions, the customer may withdraw from the Contract or reduce the purchase price in accordance with statutory provisions. However, there is no right of withdrawal in the case of an insignificant defect.

4.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 4.1 if:

4.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 4.2;

4.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;

4.3.3 the defect arises as a result of the Supplier following the Specification (Customer) or any other drawing, design or specification supplied by the Customer and incorporated into the Specification;

4.3.4

4.3.5 the Customer alters or repairs such Goods without the written consent of the Supplier;

4.3.6 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

4.3.7 the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

4.4 With respect to a failure to comply with the warranty set out in clause 4.1.2, the Customer accepts the risk that conformance with the Specification (Customer) may lead to the relevant defect in design, material or workmanship.

4.5 Except as provided in this clause 4, the Supplier's liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 4.1 shall be limited to the right of reduction.

4.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

4.7 The general limitation period for claims arising from material defects and defects of title is one (1) year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance. Special statutory provisions on limitation shall remain unaffected. The above limitation periods under sales law also apply to contractual and non-contractual claims for damages by the Customer based on a defect in the Goods, unless the application of the regular statutory limitation period would lead to a shorter limitation period in individual cases. Claims for damages by the Customer in accordance with clause 10 and under Product Liability shall be subject exclusively to the statutory limitation periods.

5. QUALITY OF SUBCONTRACT SERVICES

5.1 The Services to be provided by the Supplier shall be provided as contractual services under service contract law. Unless expressly agreed otherwise, the Supplier shall be solely responsible for performing the agreed activities using the agreed resources.

5.2 If a Service is not provided in accordance with clause 5.1, the Customer shall be entitled to demand that the Service be provided in whole or in part at no additional cost to the Customer within a reasonable period of time in accordance with the Contract. This shall not apply if the Supplier is not responsible for the breach of duty. Any other claims of the Customer, in particular for damages or reimbursement of expenses as well as the right to terminate for good cause, remain unaffected by this.

6. TITLE AND RISK

6.1 The risk in the Goods shall pass to the Customer at the latest upon completion of delivery at the Delivery Location. For the avoidance of doubt, title and risk to the Customer Materials shall remain with the Customer at all times.

6.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other materials that the Supplier has supplied to the Customer in respect of which payment has become due.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

6.3.1 store any Goods in its possession separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

6.3.3 maintain the Goods in satisfactory condition and insure them adequately and for their full price on the Supplier's behalf from the date of delivery;

6.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 12.1.2 to clause 12.1.4; and

6.3.5 give the Supplier such information as the Supplier may reasonably require from time to time relating to:

(a) the Goods; and

(b) the ongoing financial position of the Customer.

6.4 Subject to clause 6.5, the Customer may use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives full payment and the title transfers.

6.5 The Customer may not resell Goods before the Supplier receives full payment and the title transfers, unless the Supplier has expressly agreed to such resale in writing. In the event of resale, the Customer hereby assigns to the Supplier all claims arising from such resale as security for the outstanding payment. In the event of non-payment of the purchase price due, the Supplier is entitled to withdraw from the Contract in accordance with the statutory provisions and/or to demand the return of the Goods on the basis of the retention of title. The demand for surrender does not simultaneously constitute a declaration of withdrawal; rather, the Supplier is entitled to demand only the return of the Goods and to reserve the right to withdraw from the Contract. If the Customer fails to pay the purchase price due, the Supplier may only assert these rights if it has previously set the Customer a reasonable deadline for payment without success or if such a deadline is not required by law.

7. CUSTOMER'S OBLIGATIONS

7.1 The Customer shall:

7.1.1 ensure that the terms of the Sales Order Acknowledgement and Specification outlined in the Quotation are complete and accurate in all material respects, insofar as they are based on information provided by him;

7.1.2 maintain complete, up-to-date and accurate records of all Goods and Services received from the Supplier and supplied by the Customer to third parties.

7.1.3 co-operate with the Supplier in all matters relating to the Contract;

7.1.4 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services

7.1.5 comply with all laws applicable to the Customer's activities, including health and safety laws while the Supplier or its personnel attend the Customer's premises;

7.1.6 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

7.1.7 where reasonably necessary, prepare the Customer's premises for the supply of the Services;

7.1.8 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

7.1.9 keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and

7.1.10 comply with any additional obligations as set out in the Specification.

7.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

7.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Contract until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

7.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising from the Supplier's failure or delay to perform any of its obligations as set out in this clause 7.2 (clause 11 remains unaffected); and

7.2.3 the Customer shall reimburse the Supplier on written demand for the costs or losses sustained or incurred by the Supplier arising from the Customer Default, unless the Customer is not responsible for the Customer Default.

7.3 If the Customer is the subject of a request, court order or other directive of a governmental or regulatory authority to withdraw any products incorporating Goods and/or Services from the market (**Recall Notice**) it shall immediately notify the Supplier in writing enclosing a copy of the Recall Notice. Unless required by law, the Customer may not undertake any recall or withdrawal without the written permission of the Supplier and only then in strict compliance with the Supplier's instructions about the process of implementing the withdrawal.

8. CHARGES AND PAYMENT

8.1 The price for Goods and/or Services shall be the price set out in the Order or, if no price is listed in the Order, the price set out in the Quotation at the date of dispatch of the Goods and/or Services from the Supplier's premises.

8.2 The Supplier reserves the right to adjust prices by giving notice to the Customer at any time before delivery, to reflect any increase in the cost to the Supplier that is due to request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification or which require changes to the Goods and/or Services due to incorrect or inaccurate information provided by the customer.

8.3 If, after conclusion of the Contract, the supply of Goods and/or the performance of Services becomes subject to additional publicly imposed, generally applicable taxes, duties, tariffs, levies, fees or charges – including, in particular, the introduction or increase of import or export customs duties, anti-dumping or countervailing duties, import charges, carbon-pricing components, or comparable public-law burdens – the Supplier may pass through to the Customer the resulting, demonstrably incurred additional costs and adjust the agreed price accordingly, only to the extent and for so long as such burdens have a direct impact on the Supplier's costs of procurement, manufacture, transport, storage, insurance or performance of the Services. Fines, penalties or sanctions imposed on the Supplier are excluded.

8.4 Clause 8.3 applies accordingly where the amount of any tax, duty, tariff, levy, fee or charge passed through under Clause 8.3 changes; in the event of its elimination or reduction, the Supplier is obliged to pass on the corresponding cost decreases in the same manner. Increases and decreases will only be taken into account to the extent they actually cause cost changes.

8.5 Clauses 8.3 and 8.4 apply accordingly where, after conclusion of the Contract, a publicly imposed, generally applicable burden arises or ceases to exist that has a direct impact on the costs for the Goods and/or Services under the Contract (for example, changes to product conformity or export control requirements, governmentally set road tolls, port or terminal fees, dangerous goods surcharges, energy/CO_2 levies). The same applies where third parties charge the Supplier generally applicable modified fees, surcharges or levies as a result of governmental measures that affect the supply relationship.

8.6 The Supplier will notify the Customer in text form (e.g., by email) of price changes pursuant to Clauses 8.3 to 8.5 in good time before the affected delivery/performance and will set out the relevant reasons and the calculation of the adjustment in a transparent manner. The price change will take effect no earlier than for deliveries/services performed after receipt of the notice. Upon the Customer's request, the Supplier will evidence the underlying cost changes by appropriate documentation.

8.7 In respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery (subject to clause 3.7). In respect of the Services, the Supplier shall invoice the Customer on completion of the Services unless otherwise agreed between the parties in writing.

8.8 The Customer shall pay each invoice submitted by the Supplier:

8.8.1 within the timeframe outlined in the Sales Order Acknowledgement or any other timeframe specified in the invoice; and

8.8.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.

8.9 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services, as applicable, at the same time as payment is due for the supply of the Goods and/or Services. The price of the Goods, Customer Materials and/or Services shall be exclusive of all costs and charges of carriage, packaging, insurance, duties, and transportation of the Goods and/or Customer Materials unless clearly included in the Quotation, which shall be invoiced to the Customer.

8.10 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 12, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.6 will accrue each day at 4% per year above the Deutsche Bundesbank's basic interest rate from time to time, but at 4% per year for any period when that base rate is below 0%.

8.11 The Customer shall only be entitled to set-off or retention rights insofar as his claim has been legally established or is undisputed. In the event of defects in the delivery, the Customer's counter rights shall remain unaffected.

8.12 If, in the Supplier's reasonable opinion, the Customer may be or may become unable or unwilling to comply with the payment provisions of the Contract, the Supplier may withhold its performance of the Contract to the Customer and request written evidence of the Customer's ability to comply with the payment provisions of the Contract. Supplier will recommence delivery of Goods and/or performance of Services when it receives such evidence from Customer and is reasonably satisfied that the Customer is capable of complying with the payment provisions of the Contract).

9. INTELLECTUAL PROPERTY RIGHTS

9.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Customer Materials existing at the Commencement Date) shall be owned by the Supplier.

9.2 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to use, copy, develop and modify any Customer Materials to the Supplier for the term of the Contract for the purposes of providing the Services to the Customer.

10. DATA PROTECTION

10.1 The following definitions apply in this clause 10:

10.1.1 **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures**: as defined in the Data Protection Legislation.

10.1.2 **Data Protection Legislation**: all applicable data protection and privacy legislation in force from time to time in the EU including the General Data Protection Regulation ((EU) 2016/679) ("**GDPR**").

10.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

10.3 Without prejudice to the generality of clause 10.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of the Contract.

10.4 In principle, the parties process personal data as independent Controllers under Data Protection Legislation. Insofar as the Supplier processes Personal Data as a Processor on behalf of the Customer, the Supplier shall without prejudice to the generality of clause 10.2:

10.4.1 process that Personal Data only on the documented written instructions of the Customer;

10.4.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

10.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

10.4.4 not transfer any Personal Data outside of the EEA unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

(a) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;

(b) the Data Subject has enforceable rights and effective legal remedies;

(c) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(d) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

10.4.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

10.4.6 notify the Customer without undue delay on becoming aware of a Personal Data Breach;

10.4.7 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract; and

10.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 10 and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

10.5 The Customer consents to the Supplier appointing third-party processors of Personal Data under the Contract from time to time. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processors into a written agreement incorporating terms which are substantially similar to those set out in this clause 10 and in either case which the Supplier undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 10.5.

11. LIABILITY

11.1 The Customer is responsible for making its own arrangements for the insurance of any excess liability.

11.2 The Customer is solely responsible for compliance with any law or regulation applying to the exploitation, modification, sale or any other use of the Goods and/or Services.

11.3 The Supplier shall be liable for damages – regardless of the legal basis – within the scope of fault-based liability in cases of intent and gross negligence. In the event of simple negligence, the Supplier shall be liable, subject to statutory limitations of liability (e.g. diligence in its own affairs; insignificant breach of duty), only

11.3.1 for damage resulting from injury to life, limb or health,

11.3.2 for property damage or pure financial loss resulting from the breach of an essential contractual obligation. An essential contractual obligation is an obligation whose fulfilment is essential for the proper execution of the Contract and on whose fulfilment the contractual partner regularly relies and may rely. In this case, however, the Supplier's liability shall be limited to compensation for the foreseeable, typically occurring damage.

11.4 In all other respects, the Supplier's liability is excluded

12. TERMINATION

12.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

12.1.1 the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 20 days after being notified in writing to do so;

12.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

12.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

12.1.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

12.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

12.2.1 the Customer repeatedly fails to pay any amount due under the Contract on the due date for payment and it is therefore no longer reasonable for the Supplier to continue to perform the Contract; or

12.2.2 there is a change of Control of the Customer.

12.3 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 12.1.2 to clause 12.1.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them.

13. CONSEQUENCES OF TERMINATION

13.1 On termination of the Contract:

13.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods and/or Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice for Goods and/or Services already completed, which shall be payable by the Customer immediately on receipt;

13.1.2 the Customer shall return all of the Supplier Materials and any Goods which have not been fully paid for. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

13.2 Termination of this Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

13.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

14. CONFIDENTIALITY

14.1 Should an existing agreement governing the control of confidential information exist between Customer and Supplier at the Commencement Date, the terms of this clause 14 shall not apply and that existing agreement shall instead govern the exchange of confidential information between Customer and Supplier, unless the parties agree otherwise in writing.

14.2 Each party undertakes that it shall not at any time during the Contract or at any point following the termination or expiration of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause14.3.

14.3 Each party may disclose the other party's confidential information:

14.3.1 to its employees, officers, representatives, contractors or subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 14; and

14.3.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority (but only to the extent necessary).

14.4 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

15. FORCE MAJEURE

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control, including without limitation acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, threats of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; any law or action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, non-performance by suppliers; and

interruption or failure of utility service (each a **Force Majeure Event**). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for two (2) months, the party not affected by the Force Majeure Event may terminate this Contract by giving 30 days' written notice to the affected party.

16. GENERAL

16.1 Assignment and other dealings

16.1.1 The Supplier may, to the extent permitted by applicable law, at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

16.1.2 The Customer is not entitled to offset claims against the Supplier, assert rights of retention or refusal of performance, or assign claims in connection with the contract without the prior written consent of the Supplier. The foregoing does not apply if the counterclaim or the right of retention or refusal of performance is undisputed, legally established or ready for decision..

16.2 Notices.

16.2.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to the following addresses (or an address substituted in writing by the party to be served):

Supplier: Siemensring 68d 47877 Willich

Customer: [Customer Address as Agreed in relevant Document]

16.2.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the fourth Business Day after posting; or

(c) if sent by email, at the time of transmission, or, if this time falls outside ordinary business hours on a Business Day in the place of receipt, when ordinary business hours on a Business Day resume.

16.2.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 16.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

16.4 **Waiver.**

16.4.1 Except as set out in clause 2.8, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

16.4.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

16.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

16.6 **Entire agreement**.

16.6.1 The Contract constitutes the entire agreement between the parties. There are no verbal or written side agreements.

16.6.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

16.7 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

16.8 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Germany.

16.9 **Jurisdiction.** Each party irrevocably agrees that the courts of Dusseldorf, Germany shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation. Overriding statutory provisions, in particular those relating to exclusive jurisdiction, remain unaffected. All such proceedings shall be conducted in English.