

## General Terms of Purchase

### 1. GENERAL PROVISIONS - CONCLUSION OF THE CONTRACT

- 1.1. Acceptance of the order by the supplier (hereinafter the "Supplier") implies acceptance of these General Terms and Conditions of Purchase ("GTCP"), which govern the contractual relationship between Eberle Controls GmbH and the Supplier, but subject to the specific terms and conditions of the order for products, supplies, work and/or services as described in Eberle Controls GmbH's order ("Order") and to the exclusion of any other provisions the application of which the Supplier may impose or wish to include or which are included by operation of law, custom or implication. or which are incorporated by operation of law, custom, usage or implication. For the purposes of these GPC, Eberle Controls GmbH and the Supplier shall be referred to jointly as the "Parties" and individually as a "Party". Eberle Controls GmbH's Terms and Conditions of Purchase shall apply even if Eberle Controls GmbH accepts the Supplier's deliveries or services without reservation and/or does not expressly object to their application in the knowledge that the Supplier's terms and conditions conflict with or deviate from these Terms and Conditions of Purchase.
- 1.2. The Parties agree that Eberle Controls GmbH's purchasing commitment (i.e. the effectiveness of the order received by the Supplier) is conditional upon the Supplier's acceptance of all provisions of the order, including these GPC.

### 2. DELIVERY - ACCEPTANCE OF DELIVERIES

- 2.1. Unless otherwise provided in the Order, delivery of the Goods shall be DDP to the delivery address specified in the Order or to such other delivery point as the Buyer may notify to the Seller prior to delivery of the Goods. All deliveries shall be made during the Buyer's normal business hours.
- 2.2. The delivery date shall be specified in the Order. Compliance with delivery dates is one of the principal obligations of the Contract.
- 2.3. The Seller shall ensure that each delivery is accompanied by a delivery note stating, in addition to the requirements set out in clause 11, the number of packages, the contents and, in the case of a part delivery, the quantities still to be delivered.
- 2.4. Without prejudice to any other rights the Buyer may have, if the Goods are not delivered by the Delivery Date, the Buyer reserves the right to: (i) rescind the Contract in whole or in part; (ii) refuse to accept any further deliveries of Goods which the Seller may still be attempting to make; (iii) deduct 1% of the Purchase Price for each Business Day during which the delay continues up to a maximum of 10% from the price of the Goods or, if the Buyer has already paid the price, claim that amount from the Seller as liquidated damages for delay; and (iv) claim damages for any costs, losses, loss of profit or expenses incurred by the Buyer and not compensated by the liquidated damages and in any event attributable to the Seller's delay in delivering the Goods.
- 2.5. In the event of early delivery of the Goods, the Buyer may return the Goods to the Seller at the Seller's expense.
- 2.6. Where an order is to be fulfilled in several instalments over a period of time, the Buyer may vary the design or specification of the Goods ordered for the outstanding deliveries with reasonable notice to the Seller.
- 2.7. The Buyer shall be entitled to refuse to accept any Goods which do not comply with the terms of the Contract and acceptance of the Goods shall not be deemed to have taken place until the Buyer has had 14 days to inspect the Goods after delivery. The Buyer shall also have the right to reject the Goods at any time during the warranty period if latent defects in the Goods are discovered.

### 3. DELIVERY TIMES - LIQUIDATED DAMAGES

In the event of default in delivery or acceptance that is not

(a) caused by an event beyond the control of either party (or persons acting on behalf of either party) and which by its nature could not have been foreseen or avoided by that party (or person). if it could have been foreseen, it was unavoidable, including, but not limited to, acts of nature, epidemics, pandemics, severe weather, floods, riots, fires, sabotage, riots and civil commotion,

interference by civil or military authorities, acts of war or hostilities (whether declared or undeclared) or other national or international disasters or one or more acts of terrorism or a failure of power supply (a "Force Majeure Event") and is not attributable to the Supplier; or

(b) are otherwise not the responsibility of the Supplier;

the Supplier shall owe liquidated damages for the delay; these shall be calculated on the basis of the total net amount of the delivery item in default at the rate of 1% per calendar week of the delay up to a maximum of 5% of this amount. The Supplier has the right to prove that Eberle Controls GmbH has not suffered any damage or that such damage is less than described above. In the event of amounts exceeding this maximum amount, Eberle Controls GmbH reserves the right,

(a) to recover the actual damage from the Supplier under the indemnity; and

(b) to withdraw from the order in whole or in part by the supplier (without prejudice to any claims for damages).

The liquidated damages for delay shall be set off against any further claims for damages.

#### **4. CHANGES**

- 4.1. At any time during the performance of the order, Eberle Controls GmbH shall have the right to request changes with respect to the quantity or content of the delivery item, and the Supplier hereby accepts this principle. Such changes must be set out in a change agreement negotiated between Eberle Controls GmbH and the Supplier setting out the new contractual delivery/acceptance deadlines, if any, and the corresponding adjustments to the economic provisions of the original order. If the parties are unable to agree in writing on the terms of the change within fifteen (15) calendar days of the request for change by Eberle Controls GmbH, Eberle Controls GmbH shall be entitled to determine the changes unilaterally, provided that Eberle Controls GmbH pays all price increases, if any, that appear reasonable and subject to the Supplier's right to dispute the amount and only if the change is reasonable for the Supplier and Eberle Controls GmbH has a legitimate interest in it.
- 4.2. The Supplier acknowledges that the installation, provision or performance of the Delivery Item is located in areas that are or may in the future be affected by the prevailing COVID 19 epidemic/pandemic and that this situation may result in the interruption or delay of Eberle Controls GmbH's capacity to accept the Delivery Item or perform its obligations under these GTP. and that this situation may result in the interruption, hindrance or delay of Eberle Controls GmbH's capacity to accept the Delivery Items or to fulfil obligations under these GTP, irrespective of whether such interruption, hindrance or delay is due to measures ordered by authorities or voluntarily implemented by Eberle Controls GmbH (or its subcontractors) as preventive or remedial measures in order not to expose Eberle Controls GmbH's employees to hazardous contact. The Supplier therefore acknowledges that, unless Eberle Controls GmbH is responsible for this, Eberle Controls GmbH shall be released from the performance of its obligations under these GPC in such circumstances, and Eberle Controls GmbH shall have the right to withdraw from or postpone orders without incurring a contractual penalty, other claims for damages or claims arising from termination for non-performance.

#### **5. TRANSFER OF RISK AND OWNERSHIP**

- 5.1. Without prejudice to any right of rejection which the Buyer may have under these Conditions, the risk of accidental loss of the Goods shall not pass to the Buyer until delivery has been completed in accordance with clause 7 and until the Goods have been unloaded and stacked at the Buyer's premises, at which time title shall pass to the Buyer. In the event of any inconsistency between this clause and the applicable Incoterm, this clause shall prevail unless the parties agree otherwise in writing.
- 5.2. If the Buyer rejects Goods, title and risk shall pass back to the Seller within 48 hours of the Seller receiving notice of the rejection.

## 6. SPARE PARTS

- 6.1. The Seller shall supply or make available to the Buyer for a period of 10 years any spare parts for the Goods.

## 7. WARRANTY

- 7.1. The Seller warrants that the Goods supplied shall, when properly used, for a period of 24 months: (i) be free from defects in design, materials and workmanship; (ii) be new and not overhauled or reconditioned; (iii) conform to the specifications in the Contract and, if agreed or provided for in the Order, not exceed the specified ppm limits; and (iv) be fit for their intended purpose in form, condition and function.  
The Seller warrants that any services provided in connection with the supply of the Goods will be provided in a proper and appropriate manner by trained personnel.
- 7.2. Seller grants to Buyer all warranties given by Seller's sub-suppliers and sub-contractors in favour of Seller also to Buyer and agrees to enforce the rights under such warranties on behalf of Buyer. All warranties of Seller shall inure individually and in the aggregate to the benefit of Buyer, Buyer's successor in interest, customers and the users of the goods sold by Buyer's customers. The foregoing warranties are in addition to any statutory warranties, if any, and any warranties otherwise given by Seller and shall survive acceptance of the Goods and payment of the purchase price by Buyer.
- 7.3. The Buyer shall notify the Seller promptly of any defect in the Goods upon discovery of such defect but shall not normally be obliged to inspect the Goods for defects.

## 8. CLAIMS FOR DEFECTS

- 8.1. Without prejudice to any other rights to which the Buyer may be entitled and whether or not any part of the Goods has already been accepted by the Buyer, the following shall apply:  
If any Goods are not delivered in accordance with the Contract or if the Seller fails to comply with the terms of the Contract, the Buyer shall be entitled, at its option, to exercise the following rights: (i) require the Seller to repair or replace the Goods within 14 days of notice to that effect from the Buyer (at the Seller's expense); (ii) refuse to accept further deliveries of the Goods without liability to the Seller (unless the Seller can prove that further deliveries are made in full compliance with the Contract); (iii) reject the Goods (in whole or in part) and return them to the Seller at the Seller's risk and expense, provided that the Seller shall promptly refund any amount paid in respect of the Goods so returned; and (iv) recover damages for the loss suffered as a result of the Seller's breach(s). Seller's breach or breaches of the Contract.

## 9. INDEMNITY

- 9.1. The Seller shall fully indemnify and hold harmless the Buyer in respect of any action, proceedings, claims, demands, damages, costs, charges and expenses brought against or incurred by the Buyer in respect of or arising out of: (i) defective manufacture, quality, design or materials, including any product recall or corrective action; (ii) any actual or alleged infringement of any Intellectual Property Right by the use or sale of the items, goods or materials supplied to Buyer, unless and to the extent that the infringement is due to Seller's compliance with Buyer's design specifications or instructions; (iii) Injury to or death of any person or loss of or damage to any property caused by any culpable act or omission of the Seller, its sub-contractors or agents or by defective design, workmanship or materials, unless and to the extent that the injury, death, loss or damage was not caused by the negligence of the Buyer; (iv) failure by the Seller to comply with the provisions of Clause 4; (v) any claim at any time made against the Buyer arising out of accidents to the Seller's employees or the employees of the Seller's sub-contractors; and (vi) any liability at any time arising out of the wrongful acts or omissions of the Seller's employees or the employees of the Seller's sub-contractors.

## 10. INSURANCE

- 10.1. The Seller undertakes to procure adequate insurance to the Buyer's requirements against all the risks set out in Clause 17 and shall, at the Buyer's request, provide the Buyer with the relevant insurance policy and evidence of payment of the insurance premiums due.

## 11. LABELLING, PACKAGING AND DOCUMENTATION

- 11.1. The Supplier shall comply with the provisions of Regulation (EC) No 765/2008 of Decision No 768/2008/EC and harmonised standard EN 50581 and all legislation implementing them, including the obligation of the manufacturer to issue a declaration of conformity in the form of appropriate technical documentation.
- 11.2. The delivery of the delivery item shall be made in packaging appropriate for the delivery item, which provides adequate protection of the delivery item, in particular against bad weather, corrosion, vibrations, accidents during loading and unloading and without restrictions for transport and storage. The packaging must be customary in the industry and comply with the specifications contained in the order. Unless otherwise regulated, no deposit shall be charged on the packaging; should this nevertheless be the case, the packaging shall be returned at the supplier's expense. The delivery of the delivery item shall be made together with the documentation required for their use, maintenance and servicing.
- 11.3. The packaging used for the delivery must meet the requirements set out in the applicable EU directives and regulations as well as the specifications of the nationally applicable legal and official regulations.
- 11.4. The Supplier must be able at any time to issue a written declaration of compliance with the packaging regulations at the request of Eberle Controls GmbH or an inspector.
- 11.5. The documentation required for the use, maintenance and servicing of the delivery item must accompany the delivery item, as well as any other documentation that may be required in accordance with the order and/or the applicable specifications.

## 12. EXAMINATION

- 12.1. The Supplier is responsible for ensuring that the delivery item is free of defects and complies with the contractually agreed specifications. Under no circumstances do the inspections carried out by Eberle Controls GmbH before, during or after delivery/acceptance release the Supplier from its obligation to deliver a defect-free delivery item.
- 12.2. It is the Supplier's sole responsibility to obtain from the relevant official body all approvals and certifications required in connection with the design, manufacture, transportation, installation, inspection and testing of the Deliverable.

## 13. SHIPPING

At the same time as the delivery item is shipped, the Supplier shall send Eberle Controls GmbH a copy of the shipping notification by e-mail, stating the name and date of the order, the number of packages and a precise description of the delivery item shipped. The original of this notification must accompany each package shipment together with the conformity confirmations and the verification reports.

## 14. REFUSAL TO ACCEPT DELIVERIES

Eberle Controls GmbH may refuse to accept delivery items from the Supplier if they do not comply with the order specifications. Delivery items whose acceptance has been refused shall be deemed not to have been delivered/accepted and shall be taken back by the Supplier at its own expense within a reasonable period after receipt of the notification of refusal. Otherwise, the delivery item shall be returned to the supplier at its own expense and risk. In the event of a refused delivery, Eberle Controls GmbH may request the Supplier to provide a new delivery item as soon as possible; in addition, in such a case Eberle Controls GmbH is entitled to claim liquidated damages from the occurrence of the delay in delivery in accordance with clause 3 above.

## 15. INVOICING

- 15.1. All invoices must be sent to the invoice address stated in the order and must contain the references of Eberle Controls GmbH as well as reference to the corresponding order. Each invoice shall refer to one order only and shall contain a description of the invoiced delivery item as well as the unit price and the scope of delivery.

- 15.2.** Eberle Controls GmbH reserves the right to reject invoices that do not comply with the statutory provisions and/or the provisions of this Clause. Eberle Controls GmbH shall notify the Supplier of any discrepancies in the quantity or quality of the delivery item or in the price invoiced and shall reclaim the amount or, if the respective requirements are met, set off the claim in the corresponding amount against another sum due. The supplier must assert objections and defences against the claim within one year from the end of the year of knowledge of the claim. If no objections and defences are raised within this period, the claim shall be deemed accepted and the Supplier shall issue a corrected invoice and a corresponding credit note or refund the corresponding amount within five (5) working days.

## **16. PRICES AND TERMS OF PAYMENT**

- 16.1.** Unless otherwise stated in the order, the prices stated in the order are binding and cannot be changed and are inclusive of transport, including packaging, insurance and delivery costs, plus VAT.
- 16.2.** Unless otherwise provided in the order, payments shall be made by bank transfer within sixty (60) days net after receipt of the delivery or subsequent receipt of the invoice. Eberle Controls GmbH will withhold payments in the amount of the difference due to an incorrectly issued invoice until a corresponding credit note has been issued or a corrected invoice has been issued.

## **17. ABRATION**

- 17.1.** Should the Supplier assign its payment claims under the order in whole or in part, the Supplier Accounts Department at Eberle Controls GmbH shall be duly notified in writing at least fifteen (15) days in advance. The same applies to agreements relating to a factoring transaction.
- 17.2.** With the exception of payment claims, the Supplier may not assign/transfer rights and/or obligations under the order, in whole or in part, without the prior written consent of Eberle Controls GmbH.
- 17.3.** Should the Supplier have signed a factoring agreement and duly informed Eberle Controls GmbH thereof, all payments on invoices of the Supplier shall be made to the factoring company with which the Supplier has concluded the agreement.

## **18. SUBCONTRACTORS**

If there is a special interest of Eberle Controls GmbH in a highly personalised performance of the contractually owed services, the Supplier shall not subcontract the order in whole or in part without the prior written consent of Eberle Controls GmbH. In this case, Eberle Controls GmbH reserves the right to reject the subcontractor proposed by the Supplier. If the Supplier subcontracts the order or parts thereof without the prior written consent of Eberle Controls GmbH, Eberle Controls GmbH may withdraw from the order without prejudice to the claims for damages to which Eberle Controls GmbH is entitled.

## **19. MOULDS, TOOLS, TEST RESOURCES**

- 19.1.** Moulds, tools or test resources ("Devices") specifically manufactured in connection with the performance of the order at the expense of Eberle Controls GmbH shall become the exclusive property of Eberle Controls GmbH upon completion and may only be used by the Supplier to fulfil the orders placed by Eberle Controls GmbH. If the devices are kept on the Supplier's premises, they must bear a nameplate of Eberle Controls GmbH and must be returned to Eberle Controls GmbH immediately in working order in the event of withdrawal from all or fulfilment of all orders for which these devices are used. The Supplier shall store the devices at its own risk and shall insure them appropriately.
- 19.2.** In the event of damage for which the Supplier is responsible, the Supplier shall restore the devices to their original condition as quickly as possible at its own expense, unless the respective device is a total loss; in the event of a total loss, the Supplier must pay the current value of the respective device to Eberle Controls GmbH if it is at fault.

## **20. WARRANTY**

- 20.1.** The Supplier warrants for a period of thirty-six (36) months from the date of delivery or the date of acceptance, if an acceptance process is required, that the delivery item is free of defects with regard to design, performance, material, manufacture or processing at the time of delivery or acceptance, unless the delivery item is a building or an object intended for a building or a right of surrender in rem or a right registered in the land register to which the statutory provisions on warranty apply, unless otherwise provided below. If Eberle Controls GmbH or a customer of Eberle Controls GmbH identifies a defect or problem with respect to the delivery item, the Supplier shall, at the option of Eberle Controls GmbH and at the Supplier's expense (including travel expenses and the costs of disassembly/reassembly), repair or replace the delivery item so that the delivery item is fully functional and free of defects in all respects in accordance with the specifications of the order.
- 20.2.** If the Supplier fails, after giving notice of a defect, to remedy the defect within a reasonable period of time measured by the impairment of Eberle Controls GmbH or Eberle Controls GmbH's customers due to the defect Eberle Controls GmbH's customers as a result of the defect (after two attempts in the case of a purchase contract or contract for work and services, after one attempt in the case of a contract for work and services), Eberle Controls GmbH reserves the right to remedy the defect itself or to commission a third party to remedy the defect, whereby Eberle Controls GmbH may claim the costs incurred in the case of a purchase contract or contract for work and services within the scope of damages and in the case of a contract for work and services within the scope of subsequent performance.

## **21. LIABILITY**

The Supplier shall be liable to Eberle Controls GmbH to the extent provided by law.

## **22. INTELLECTUAL PROPERTY**

- 22.1.** The delivery item commissioned by Eberle Controls GmbH, including the know-how and all services, results, inventions, software and copyrighted works conceived or developed in the course of the performance of the service, as well as all associated intellectual property rights ("work results") and insofar as this is inherent in the nature of the respective order, shall become the exclusive property of Eberle Controls GmbH after payment of the agreed price, insofar as this transfer of ownership is part of the contract. If it is not legally possible to transfer ownership of a Work Product, Eberle Controls GmbH shall receive an exclusive, irrevocable, transferable and sub-licensable right of use to the Work Product, unlimited in time, place and content, to which no third party rights exist such as the author's rights to the name.
- 22.2.** Without prejudice to Clause 17.1, the Supplier shall, in each case where this is inherent in the nature of the relevant Order assign to Eberle Controls GmbH all work results and related intellectual/commercial property rights upon creation, including but not limited to:
- (i) the right to use the deliverables for any purpose and for an unlimited number of users, regardless of location;
  - (ii) the right to make as many copies of the Work Product as Eberle Controls GmbH deems appropriate, in any medium and by any means now known or hereafter developed;
  - (iii) the right to display the results of the work using any process now known or hereafter developed or through any medium, both at no additional cost and for a fee;
  - (iv) the right to adapt and/or modify the Work Results in whole or in part itself or to commission a selected third party to do so; and
  - (v) the right to transmit and/or distribute the Work Results, in whole or in part, directly or indirectly, in any form, by any means and on any medium, without further cost or payment.
- 22.3.** In the event of a transfer of ownership or an exclusive right of use pursuant to Clause 22.1 or if this is to be inferred from the nature of the order, the Supplier shall provide Eberle Controls GmbH upon request with the source and object programs/codes for the software that is an integral part of the work results as well as the associated documentation.
- 22.4.** In the event of a transfer of ownership or an exclusive right of use pursuant to Clause 22.1, the Supplier shall
- (a) not file applications for industrial property rights in the work results and hereby confirms that Eberle Controls GmbH alone is entitled to take the necessary steps to establish and

protect the rights in the work results. Accordingly, the Supplier undertakes to provide Eberle Controls GmbH with the necessary support to enable Eberle Controls GmbH to protect, defend and exploit the work results;

- (b) not use the work results directly or indirectly in any way for any purpose other than the performance of the contract.
- 22.5. The rights assigned under this Clause 22.1 shall be assigned worldwide and for the full term of the statutory protection effective for the Intellectual Property Rights in the Work Products and in accordance with all relevant laws and international agreements.
- 22.6. The Supplier shall indemnify and hold Eberle Controls GmbH and all subsidiaries of Eberle Controls GmbH harmless from and against any and all legal actions initiated by third parties due to (alleged or established) copyright infringements and/or claims asserted by third parties with regard to the intellectual property rights in the delivery items and/or work results delivered or created under the order, provided that the Supplier is responsible for this. In the event of legal action against a group company of Eberle Controls GmbH, the Supplier shall fully indemnify Eberle Controls GmbH and Eberle Controls GmbH's customers, officers, employees, agents and subcontractors on demand against all liabilities (including tax liabilities), direct, indirect and consequential damages, claims, actions, proceedings and legal costs (on the basis of an indemnity), judgments and costs (including enforcement costs) and expenses incurred by Eberle Controls GmbH or its customers, officers, employees, agents and subcontractors. Eberle Controls GmbH's customers, officers, employees, agents and subcontractors in any form whatsoever as a direct or indirect result of or in connection with any claim for infringement of intellectual property rights (including the defence and settlement of the claim), provided that the Supplier is responsible for this.

## 23. SECRECY

- 23.1. Any information (other than information listed under the exceptions in Clause 23.4) exchanged by the Parties or to which the Parties may have access in connection with the Order shall, regardless of its nature or the medium of disclosure (whether the information is disclosed in writing, orally, electronically or in any other form), be deemed to be strictly confidential and shall be used by the receiving party (the "Recipient") solely for the performance of the Order and for no other purpose ("Confidential Information").
- 23.2. The recipient will:
- (a) keep the Confidential Information confidential, secure and disclose it only in the manner and to the extent expressly permitted by these GCP or the Order; and
  - (b) use the Confidential Information only to the extent necessary for the performance of its obligations under these GCP or the Order.
- 23.3. The Recipient may disclose the Confidential Information to the
- (a) disclose to its officers and employees and, in the case of Eberle Controls GmbH, to its agents and subcontractors who need access to the Confidential Information in order to perform their obligations under these GTP; and
  - (b) disclose to the extent necessary to pursue legal action under Clause 28.
- 23.4. The obligations of the Recipient under this Clause shall not apply to Confidential Information in respect of which the Recipient can demonstrate,
- (a) that they are no longer secret through no fault of the recipient;
  - (b) that they were already in the possession of the recipient prior to disclosure by or on behalf of the disclosing party (the "Disclosing Party");
  - (c) that he has received it from a third party who has come into possession of the Confidential Information without an obligation of confidentiality and who is free to make it available to the recipient without restriction;
  - (d) that the Recipient has independently developed the Confidential Information without a breach of these GTP; or
  - (e) that the Confidential Information was already in the public domain at the time of disclosure or subsequently becomes in the public domain through no fault of the recipient.
- 23.5. Unless Eberle Controls GmbH has expressly agreed to this in advance, the Supplier also undertakes not to mention its business relationship with Eberle Controls GmbH to third parties and not to publicly display, in whole or in part, the delivery item manufactured on the basis of Eberle Controls GmbH's technical documentation or specifications.

## 24. RESCISSION AND TERMINATION

- 24.1.** Eberle Controls GmbH may withdraw from the order for factual reasons by unilateral declaration without further ado after setting a reasonable deadline or issuing a warning, as the case may be, or give extraordinary notice of termination, unless such notice is dispensable. The following reasons constitute objective reasons:
- (a) breach by the Supplier of its obligations under the Order and which has not been remedied.
  - (b) if the Supplier is wound up or liquidated pursuant to a court or out-of-court order or is unable to pay its debts as they fall due;
  - (c) in the event of a force majeure event, the consequences of which last for more than six (6) weeks;
  - (d) in the case of a delay in delivery, if it would trigger the maximum amount of penalties; and
  - (e) in the event of a breach of the provisions of Clause 27.
- 24.2.** Eberle Controls GmbH's right to terminate the order at any time in the case of a contract for work and services or a contract for work and materials remains unaffected.
- 24.3.** After termination or cancellation of the order:
- (a) all clauses intended to remain in effect, expressly or by implication, after termination or cancellation of the Order shall continue in effect; and
  - (b) all other rights and obligations shall immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach of contract) and liabilities which may have accrued prior to termination or cancellation of the Contract.
- 24.4.** In the case of a framework agreement or other continuing obligation, the parties shall be entitled to terminate this contract at any time by giving six (6) months' notice to the end of a calendar month. If the parties have agreed on a minimum term, such a contract may only be terminated with effect from the expiry of the minimum term.

## 25. EXPORT CONTROL

The Supplier confirms that it is fully aware and familiar with the export and re-export control regulations, orders and laws applicable in the country from which the delivery items are exported or the services are provided and undertakes to obtain all necessary export and re-export permits or licences at its own expense so that Eberle Controls GmbH can derive the full benefit from the respective order and these GTP. Furthermore, the Supplier shall provide Eberle Controls GmbH with all information relating to the applicable export control regulations and the permits or licences for the shipment of the delivery items in writing within three (3) working days of the order being placed. The Supplier shall also inform Eberle Controls GmbH in writing of any changes to these export and re-export control regulations and/or specifications for the permits or licences that have an impact on the benefit of the services from this order for Eberle Controls GmbH. The Supplier agrees to comply with all applicable export and re-export control regulations and/or requirements with respect to the delivery of the Deliverables and the performance of the Services and shall indemnify Eberle Controls GmbH against all liabilities, losses, damages and expenses (including reasonable attorneys' fees) arising out of any non-compliance or violation of export and re-export control regulations by the Supplier for which the Supplier is responsible.

## 26. ENVIRONMENTAL REQUIREMENTS

- 26.1.** The Supplier shall comply with the following guidelines:
- (a) The OECD Guidelines on Sustainable Development, which can be found at the following website: <http://www.oecd.org/dac/sustainable-development-goals.htm>;
  - (b) the rules defined in ISO 14001; and
  - (c) the energy efficiency of the deliverable, where the ISO 50001 standard is applicable to it.
- 26.2.** 26.2 In order to ensure unrestricted safe use of the delivery item, the Supplier shall:
- (a) comply with all national laws and regulations in force at the place of manufacture or delivery specified in the order at the time the order is placed or which come into force on or before the date of delivery of the delivery item, as well as with the requirements of the EU regulations, in particular the REACH Regulation (EC 1907/2006), RoHS Regulation (EU 2011/65), F-Gas Regulation (EU 517/2014) and Ozone Regulation (EC 1005/2009) including their annexes and supplements and the legislation implementing them;



- (b) ensure that the delivery item does not contain any hazardous substances that exceed the prescribed limits, unless one of the exemptions of EU Directive 2011/65/EU applies;
  - (c) comply with all obligations with regard to substances that are subject to restrictions and/or banned in the European Union and substances listed in the REACH Regulation (EC 1907/2006) and its amendments;
  - (d) comply with the laws and regulations on prohibitions or restrictions on the use of certain products or substances in force in the European Union at the time the order is placed or, where indicated in the order and/or the specifications, in other countries, or which may come into force by the date of delivery of the delivery item.
- 26.3.** Based on the current list of prohibited substances, the Supplier shall notify Eberle Controls GmbH of the presence of such substances in the delivery item within forty-five (45) days of receipt of a corresponding request from Eberle Controls GmbH together with a list of substances.
- 26.4.** At the request of Eberle Controls GmbH, the Supplier shall provide Eberle Controls GmbH with all related documents required for the retention of documents during the statutory time frame.
- 26.5.** With regard to the disposal and recycling of electrical and electronic waste and old batteries and accumulators, including their financing, the Supplier undertakes to inform Eberle Controls GmbH of the obligations that follow from EU laws and regulations (in particular Directives 2012/19/EU, 2006/66/EC and 2013/56/EU and the legislation implementing them), the laws and regulations in force in the country of delivery on the date of the order and any known developments on or before the date of delivery.
- 26.6.** The Supplier undertakes to inform Eberle Controls GmbH in accordance with the requirements of the US Dodd-Frank Act of 2010 (Dodd-Frank Act 2010) or other laws with the same purpose of all conflict minerals discovered in its products, stating the country of origin, depending on which law is applicable.
- 26.7.** The Supplier shall indemnify Eberle Controls GmbH on demand against all liabilities (including tax liabilities), direct, indirect and consequential damages, claims for compensation, actions, proceedings and legal costs (on the basis of an indemnity), judgments as well as costs (including enforcement costs) and expenses incurred by Eberle Controls GmbH in whatever form as a direct or indirect consequence of a breach by the Supplier of the provisions of this Clause 26 or occurring at Eberle Controls GmbH, provided that the Supplier is responsible for them. Eberle Controls GmbH in any form whatsoever as a direct or indirect consequence of a breach by the Supplier of the provisions of this Clause 26, and shall indemnify and hold Eberle Controls GmbH harmless in this respect to the extent that the Supplier is responsible for such breach.
- 26.8.** In addition, if the Supplier decides to change the composition of the delivery item, it shall inform Eberle Controls GmbH thereof with reasonable advance notice before the date on which such change becomes effective.

## **27. COMBATING CORRUPTION AND BRIBERY AND CYBER SECURITY**

- 27.1.** The Supplier acknowledges that Eberle Controls GmbH is committed to the goal of eliminating all risks relating to bribery and corruption, undue influence, money laundering and tax evasion or the facilitation of such acts in the course of its business activities. The Supplier must inform Eberle Controls GmbH without undue delay should there be any violations of applicable laws prohibiting the granting of gifts, payments or other benefits to persons or officers, employees, agents or consultants of such persons, including, without limitation, the French anti-corruption law (Loi Sapin II pour la transparence de la vie économique, Sapin II), the US Foreign Corrupt Practices Act and the UK Bribery Act, or laws that prohibit money laundering, tax evasion or the facilitation of money laundering or tax evasion ("Anti-Corruption Law") are suspected or known. The Supplier may provide this notice through its contact person
- 27.2.** None of the Supplier's employees, beneficial owners or shareholders and no other person involved in or benefiting from the performance of the Order or holding any interest in the Supplier:
- (a) is a public official, administrative or government officer;
  - (b) is a member of a governing body or an employee of Eberle Controls GmbH or one of its affiliated companies;
  - (c) has been convicted or is otherwise subject to an administrative sanction or penalty for a criminal offence such as fraud, bribery, corruption, undue influence, money laundering or any other criminal offence where dishonesty is part of the offence. The Supplier shall

inform Eberle Controls GmbH immediately if the named persons should be the subject of an investigation in the context of such criminal offences.

- 27.3. The Supplier undertakes to Eberle Controls GmbH that it will not, either alone or in conjunction with any other person and neither directly nor indirectly, offer, pay, grant or hand over or promise or permit the payment, granting or handing over of any monies, gifts, improper advantages or objects of value to employees, members of executive bodies or authorised representatives of Eberle Controls GmbH.
- 27.4. The Supplier undertakes to comply with ISO/IEC standards 27001 and agrees to the verification of compliance with these requirements by Eberle Controls GmbH, Eberle Controls GmbH's customers and third parties specifically commissioned for this purpose.
- 27.5. The Supplier shall comply with the Code of Ethics and the anti-corruption/bribery guidelines introduced by Eberle Controls GmbH and compliance with which is monitored by Eberle Controls GmbH, in accordance with the Trust Charter; these principles can be viewed at Eberle Controls GmbH.
- 27.6. In the event of a breach of the obligations described above by the Supplier, Eberle Controls GmbH may withdraw from the order without observing any other formalities within a reasonable period of time, if necessary, after formal notice has passed unsuccessfully on the part of the Supplier.

## 28. DATA PROTECTION

The Parties shall at all times comply with their respective obligations under the provisions of the applicable data protection laws and shall not perform their obligations under these GTP in such a way as to cause the other Party to commit a breach of the applicable data protection laws.

## 29. CHANGES TO THE DELIVERY ITEM

The Supplier shall inform Eberle Controls GmbH in writing of any decisions relating to a marketing stop of the Delivery Item or material changes to the Delivery Item or the manufacturing process, in particular changes affecting processes, including material changes to the Supplier's own processes or those of its subcontractors, the procurement of major components, the design of the Delivery Item, the location(s) of the Supplier's plant(s) or its subcontractors, if such changes affect or may affect the technical specifications, compliance with standards, life cycle, reliability or quality of the Delivery Item. The Supplier shall notify Eberle Controls GmbH in writing nine (9) months prior to the end of marketing or the date of implementation of a material change. Eberle Controls GmbH reserves the right to reject any material changes. All material changes are entirely the responsibility of the Supplier. The Supplier shall reimburse Eberle Controls GmbH for all costs incurred by Eberle Controls GmbH during or in connection with the reclassification of the delivery item and/or the corresponding components affected by the material change.

## 30. AUDITS

- 30.1. Eberle Controls GmbH reserves the right to conduct audits of the Deliverables or to have a duly appointed third party conduct the audit, including on the Supplier's premises, provided that Eberle Controls GmbH shall give reasonable advance notice to the Supplier and that the audits shall take place within the Supplier's regular business hours (or at any time in case of emergency) and the Supplier shall not give access to any trade secrets in order to, if relevant for the Deliverable
  - (a) review the supplier's records for purchasing;
  - (b) to examine the works and/or services of which the delivery item consists in any way in the manufacturing process;
  - (c) verify the quality, manufacture and test data of the Deliverable by any means; and
  - (d) verify the Supplier's actual compliance with its obligations under the Order and these GCP.
- 30.2. In the event of a breach of the obligations described above by the Supplier, Eberle Controls GmbH may withdraw from the order without observing any other formalities within a reasonable period of time, if necessary, after formal notice has passed unsuccessfully on the part of the Supplier.

## 31. GENERAL PROVISIONS

- 31.1. The Order constitutes the entire agreement between the parties and supersedes any prior agreement or understanding relating to the subject matter of the Contract.
- 31.2. Nothing in these GTP shall be construed or interpreted as limiting or excluding any liability of any person in respect of fraud or fraudulent misrepresentation.
- 31.3. Failure to exercise or delay in exercising any right or claim under or in connection with any Order shall not constitute a waiver of such right or claim nor prevent or restrict the future exercise of such right or claim or any other right or claim, nor shall the single or partial exercise of any right or claim prevent or restrict the further exercise of such right or claim or any other right or claim. No waiver of any right or claim or assertion of any claim for breach or default shall be effective unless in writing and signed by the party making the waiver, and no waiver shall be effective except in the circumstances and for the purpose in which and for which it is made and shall not constitute a waiver of any other right or claim or otherwise assert any claim for breach or default.
- 31.4. If any provision of these GTP is found by any court or competent body or authority to be illegal, unlawful, invalid or unenforceable, that provision shall be deemed severed from these GTP and the remaining provisions shall remain unaffected and in full force and effect.
- 31.5. Amendments to these GTP shall only be effective if made in writing and signed by both parties (or their authorised representatives).
- 31.6. Nothing in these GTP and no action taken by the parties in connection with this Agreement shall create any partnership or joint venture or employment relationship between the parties or entitle either party to act as agent or in the name of or on behalf of the other party or to bind the other party in any way or to purport to be entitled to do so.
- 31.7. The Parties confirm that they are independent contractors and that they have entered into these GTP in their own name and not as agents of or for a third party.
- 31.8. The parties may vary or terminate the Order without the consent of their customers, officers, employees, agents or subcontractors.
- 31.9. The Parties do not intend that any provisions of these GTP shall create any third party rights.
- 31.10. The rights and claims of Eberle Controls GmbH under these GPC do not exclude statutory rights and claims.
- 31.11. Any notice or other communication under or in connection with these GTCP shall be in text form.

## 32. APPLICABLE LAW

- 32.1. The order placed by Eberle Controls GmbH with the Supplier shall be governed by the laws of the Federal Republic of Germany, excluding the conflict of laws provisions and the Vienna Convention on Contracts for the International Sale of Goods of 1980.
- 32.2. The exclusive place of jurisdiction for all disputes arising directly or indirectly from this order that cannot be settled out of court shall be the courts at the registered office of Eberle Controls GmbH; this shall also apply to summary proceedings, the involvement of third parties or proceedings against several defendants.

20. Januar 2023