

## General Terms and Conditions of Purchase

### 1. Scope of Application

- 1.1 These General Terms and Conditions of Purchase (GTCP) shall apply to all business relations with our business partners and suppliers ("**Contractual Partner**"). The GTPC only apply if the Contractual Partner is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.
- 1.2 The following terms and conditions of purchase and delivery shall apply to all our contracts, deliveries and other services unless they are amended or excluded with our express written consent. They shall also apply in particular if we carry out the delivery/service despite being aware of deviating terms and conditions of our Contractual Partner.
- Our Contractual Partner's general terms and conditions shall only apply if we have expressly consented to their application in writing. This requirement of consent shall apply in any case, for example even if the Contractual Partner refers to its general terms and conditions within the scope of the order confirmation and we do not expressly object to this.
- 1.3 Our terms and conditions shall also apply to all future contracts, deliveries and services, even if their text is not sent to our Contractual Partners again with our enquiry or our order.
- 1.4 Individual agreements (e.g. framework supply agreements, quality assurance agreements) and details in our order take precedence over the GTCP. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms® published by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.
- 1.5 Legally relevant declarations and notifications of the Contractual Partner with regard to the contract (e.g. setting of deadlines, reminders, withdrawal) must be made in writing. Written form within the meaning of these GTPC includes written and text form (e.g. letter, e-mail, fax). Legal formal requirements and further proof, in particular in the event of doubts about the legitimacy of the declarant, shall remain unaffected.
- 1.6 References to the applicability of statutory provisions shall only have a clarifying significance. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTPC.

### 2. Offer and Conclusion

- 2.1 Our orders are only valid if they have been made in writing. The Contractual Partner must point out obvious errors (e.g. spelling and calculation errors) and incompleteness of the order including the order documents to us for the purpose of correction or completion before acceptance.



- 2.2 Our orders and delivery schedules shall become binding at the latest if our Contractual Partner does not object to them within 5 calendar days after receipt. Deviations from this shall only apply if we expressly agree to this in writing.
- 2.3 All agreements between us and our Contractual Partner must be recorded in writing when the contract is concluded. All agreements - even if they are made at a later date - shall only become effective upon our written confirmation; in this respect, the power of attorney granted to our employees or representatives is limited.
- 2.4 Commercial letters of confirmation from our Contractual Partner shall not have the effect of concluding a contract with a content that deviates from our order and our other written declarations, even without our objection.

### **3. Delivery, Transfer of Risk and Securing of Delivery**

- 3.1 Unless we have agreed otherwise with our Contractual Partners, our contractual partner is not entitled to make partial deliveries and/or render partial services.
- 3.2 Unless we have agreed otherwise with our Contractual Partner, our Contractual Partner shall deliver the goods to us carriage paid.
- 3.3 Our Contractual Partner shall enclose two delivery notes with each consignment, which shall contain all the essential features of our order. The invoice must contain the same information. If the delivery note is missing or incomplete, we shall not be responsible for any delays in processing and payment resulting therefrom.
- 3.4 The price risk and the risk of accidental loss and accidental deterioration of the item shall pass to us upon handover at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly in the event of acceptance. The handover or acceptance shall be the same if we are in default of acceptance.
- 3.5 Our Contractual Partner shall ensure the continuous, sufficient and timely supply of itself and us by means of suitable and tested measures (e.g. emergency plan, alternative production/procurement, creation of an appropriate safety stock). As far as possible, our Contractual Partner shall define and implement an alternative supplier strategy for services or partial services which it specifically produces or processes in whole or in part for us or through third parties. In this respect, our Contractual Partner bears the procurement risk for its services.

### **4. Delivery dates, call-offs, delay**

- 4.1 The agreed delivery and call-off dates are binding; delivery periods are calculated from the date of our order or confirmation. If our Contractual Partner is at risk of a delay in delivery, irrespective of the reason, we must be informed immediately in writing, providing evidence of the reasons and the expected duration of the delay.
- 4.2 If the Contractual Partner does not perform or does not perform within the agreed delivery period or if it is in default, our rights - in particular to rescission and damages -



shall be determined in accordance with the statutory provisions. The provisions in §4.3 shall remain unaffected.

- 4.3 If the Contractual Partner is in default, we may - in addition to further statutory claims - demand lump-sum compensation for our damage caused by default in the amount of 1 % of the net price per completed calendar week, but in total not more than 5 % of the net price of the goods delivered late. We reserve the right to prove that higher damages have been incurred. The Contractual Partner reserves the right to prove that no damage at all or only significantly less damage has been incurred.

## 5. Prices

- 5.1 Unless we expressly agree otherwise with our Contractual Partner, all prices shall include packaging, packaging material, transport costs and other ancillary costs; only the statutory VAT shall be added to the prices, if applicable. Unless we have made a special agreement with our Contractual Partner, we are entitled to deduct a 3 % discount within 14 days after receipt of the goods and invoice or a 2 % discount within 30 days after receipt of the goods and invoice; if we do not deduct a discount, we must pay our Contractual Partner's invoice within 60 days after receipt of the goods and invoice. If delivery dates and delivery periods have been agreed, the payment periods in the event of premature delivery shall not be calculated from the receipt of the goods but from the intended delivery date. If the goods and the invoice do not arrive at our premises at the same time but with a time delay, the time limits shall only run from the time when both the goods and the invoice have arrived at our premises.
- 5.2 We shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent provided by law. In particular, we are entitled to withhold payments due as long as we are still entitled to claims against the Contractual Partner arising from incomplete or defective services.

## 6. Right of Examination/Inspection

- 6.1 We shall be entitled to inspect the ordered items/goods or have them inspected at our Contractual Partner's works at any time during normal business hours after giving 3 working days' notice.

## 7. Assignment

- 7.1 The Assignment of claims against us is only permitted with our written consent.

## 8. Warranty

- 8.1 Our Contractual Partner warrants that
- the Products comply in all respects with the applicable legal requirements, rules, regulations and codes of the country in which the Products are manufactured, stored or from which they are supplied and in which they are used;
  - that the manufacture of the Products is of high quality in accordance with best



industry standards and that the Products are safe, merchantable and fit for their intended use and comply with the state of the art and in all respects with the Specifications;

- the products are labelled in accordance with the specifications and legal requirements (the latter includes in particular the country of manufacture and the country/countries of destination). It makes no difference whether the specifications originate from us, the Contractual Partner, the end customer or the manufacturer.

- 8.2 In the case of goods with digital elements or other digital content, the Contractual Partner is obliged to provide and update the digital content in any case to the extent that this can be derived from a technical specification/quality agreement pursuant to § 8.1 or other product descriptions by the manufacturer or on its behalf, in particular on the Internet, in advertising or on the goods label.
- 8.3 Our obligation to inspect is limited to defects which are obvious during our incoming goods inspection by means of external examination including the delivery documents (e.g. transport damage, wrong and short delivery) or which are recognisable during our quality control by means of random sampling. In all other respects, it shall depend on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Notwithstanding our duty to inspect, our complaint (notice of defect) shall be deemed to have been made without undue delay and in good time if it is sent within 10 calendar days of discovery or, in the case of obvious defects, of delivery.
- 8.4 We are not obliged to inspect the goods or to make special enquiries about any defects upon conclusion of the contract. In partial deviation from § 442 para. 1 sentence 2 of the German Civil Code (BGB), we are therefore also entitled without restriction to claims for defects if the defect remained unknown to us at the time of conclusion of the contract as a result of gross negligence.
- 8.5 In the event of defects in the goods, we shall be entitled to demand, at our discretion, rectification of the defects found or replacement delivery. If our Contractual Partner is not in a position to do so within a reasonable period of grace set by us or if he refuses subsequent performance or if this is unreasonable for other reasons, we shall be entitled to have the identified defects remedied or to procure a replacement at the Contractual Partner's expense. In urgent cases, we are entitled to take the appropriate measures ourselves without consulting the Contractual Partner and without having to grant a grace period. We shall inform the Contractual Partner of such circumstances without delay, if possible in advance.
- 8.6 Subsequent performance shall also include the removal of the defective goods and their re-installation, provided that the goods were installed in another item or attached to another item in accordance with their type and intended use before the defect became apparent. If the installation and removal by the Contractual Partner is not possible or unreasonable for us (e.g. due to particular urgency, installation at a third party, endangerment of operational safety or imminent occurrence of disproportionate damage), we shall be entitled to initiate appropriate measures ourselves or have them carried out by a third party. Our statutory claim for reimbursement of corresponding expenses (removal and installation costs) shall remain unaffected. The expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, removal and installation



costs, shall be borne by the Contractual Partner even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, however, we shall only be liable if we recognised or were grossly negligent in failing to recognise that there was no defect.

- 8.7 The Contractual Partner shall indemnify us against claims of our customers which we incur due to the defectiveness of the delivered goods. This includes claims for reimbursement of the costs incurred by us and our customers as a result of the defectiveness, in particular (but not conclusively) transport, travel, labour and material, installation and removal, and inspection costs.
- 8.8 In addition, we are entitled to the statutory warranty rights, according to which we are entitled to claim a reduction of the purchase price or to withdraw from the contract and to claim damages and reimbursement of expenses in the event of defects in the goods. In the event of defects of title, the Contractual Partner shall also indemnify us against any existing claims of third parties.

## 9. Supplier Recourse

- 9.1 Our legally determined claims for expenses and recourse within a supply chain (supplier recourse pursuant to §§ 478, 445a, 445b or §§ 445c, 327 para. 5, 327u German Civil Code) shall accrue to us without restriction in addition to the claims for defects. In particular, we are entitled to demand from the Contractual Partner exactly the type of subsequent performance (repair or replacement delivery) that we owe our customer in the individual case; in the case of goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates. Our statutory right of choice (Section 439 (1) BGB) shall not be restricted hereby.
- 9.2 Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant to Sections 445a (1), 439 (2), (3), (6) sentence 2, 475 (4) of the German Civil Code (BGB)), we shall notify the Contractual Partner and request a written statement, briefly explaining the facts. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the Contractual Partner shall be obliged to prove the contrary.
- 9.3 Our claims from supplier recourse shall also apply if the defective goods have been combined with another product or processed in any other way by us, our customer or a third party, e.g. by installation, attachment or installation.

## 10. Product liability, Manufacturer's Liability and Recall

- 10.1 Our contractual partner shall indemnify us against all claims for damages asserted against us by third parties on the basis of the provisions on tort, on product liability or by virtue of other provisions due to defects or deficiencies in the goods manufactured or delivered by us or by our Contractual Partner, insofar as such claims against our Contractual Partner would be justified or are no longer justified merely because the statute of limitations has expired in the meantime. Under these conditions, our

Contractual Partner shall also indemnify us against our costs of a reasonable legal



defence which is made against us on account of such claims.

- 10.2 If we or our customer are obliged to carry out a recall or service action towards third parties due to a defect in a product supplied by the Contractual Partner, the Contractual Partner shall bear all costs and expenses associated with such action. We shall inform the Contractual Partner about the content and scope of recall and service action measures - as far as possible and reasonable - and give him the opportunity to comment. Insofar as the claims asserted are also justified against us, we shall have a pro rata claim for indemnification against our Contractual Partner, the amount of which shall be determined in accordance with § 254 of the German Civil Code (BGB). Our claims for indemnification and damages pursuant to §§ 437, 440, 478 BGB and on other legal grounds shall remain unaffected by the above provision.
- 10.3 The Contractual Partner undertakes to take out product liability insurance in an appropriate amount for the duration of the business relationship, which also covers the recall risk of defective goods. The Contractual Partner shall be obliged to provide us with evidence of the scope and confirmation of the insurance in a suitable form upon request.

## 11. Intellectual Property Right

- 11.1 Our Contractual Partner guarantees that the goods/parts delivered by him do not infringe any third party rights, in particular patents, utility models, other intellectual property rights or copyrights. He shall indemnify us against claims of third parties arising from any infringement of such rights. Furthermore, he shall bear all costs incurred by us as a result of third parties asserting the infringement of such rights and us defending ourselves against this.
- 11.2 Our further legal claims due to defects of title of the products delivered to us remain unaffected.
- 11.3 The Contractual Partner hereby grants to us and our affiliates and their respective successors - which we hereby accept -, a non-exclusive, irrevocable, royalty-free, fully-paid worldwide licence, including the right to sublicense to others in connection with the supply of the Products: (a) all intellectual property rights owned or controlled by the Contractual Partner or its affiliates relating to the Products to manufacture, have manufactured, repair, reconstruct, rebuild, relocate, use, sell and import the Products; and (b) reproduce all copyright works fixed in a tangible medium of expression (including drawings, prints, manuals and specifications) provided by the Contractual Partner in the course of its activities under the Contract, (all items referred to in paragraphs (a) and (b) above are collectively referred to as the "Contractor Intellectual Property" and the licence in relation thereto is referred to as the "Licence"). The Contractual Partner acknowledges that the Licence shall be effective from the first day of delivery of the Products under the Contract and shall continue for so long as we manufacture, maintain or repair any BH SENS Product incorporating the Product.
- 11.4 The Contractual Partner shall cede to us the exclusive ownership of the development result, including intellectual property rights, arising occasionally or on the occasion of the execution of the delivery/service relationship, provided that the development has been commissioned or paid for by us; provided that we have not commissioned or paid for the development, we shall receive a worldwide, free-of-charge, irrevocable, transferable and sub-licensable right of use, unrestricted in terms of subject matter, location and content. The transferable and sub-licensable right to use, reproduce and modify intellectual





property rights of all kinds is also granted for unrestricted disposal.

## 12. Free and Open Source Software

- 12.1 Our Contractual Partner shall not be permitted to incorporate Free and Open Source Software ("**FOSS**") into the Goods unless we have expressly consented thereto and/or requested it to do so. "FOSS" (Free and Open Source Software) includes any software (including any updates and upgrades) which is subject to an open source licence.
- 12.2 Our Contractual Partner undertakes to notify us prior to the execution of the contract of the complete list of FOSS and open source licences which the Contractual Partner intends to use during the execution of the contract.
- 12.3 In this context, our Contractual Partner undertakes to provide us with the following information prior to the supply of a delivery item:
- the comprehensive and detailed list of the FOSS included in a Deliverable or any other FOSS required for the use of a Deliverable, including in particular:
    - the name of the relevant FOSS;
    - the version or revision numbers;
    - the indication of source (e.g. the original download URL);
    - a copy of the applicable open source licences
  - A proof of compliance with the open source licences used;
  - A document containing a comprehensive description of the restrictions and obligations associated with the Open Source Licences.
- 12.4 Without prejudice to any other rights and remedies available to us, our Contractual Partner undertakes to bear all costs and damages incurred by us as a result of the Contractual Partner's breach of its obligations under this Agreement and as a result of the Contractual Partner's breach of an Open Source Licence and/or incompatibility of the licences provided.

## 13. Confidentiality and retention of title

- 13.1 We reserve the property rights and copyrights to illustrations, plans, drawings, calculations, implementation instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual performance and are to be returned to us after completion of the contract. The documents must be kept secret from third parties, even after termination of the contract. The obligation to maintain secrecy shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known. Special confidentiality agreements and statutory regulations on the protection of secrets shall remain unaffected.
- 13.2 The above provision shall apply mutatis mutandis to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples



and other items which we provide to the Contractual Partner for production. Such items shall - as long as they are not processed - be stored separately at the Contractual Partner's expense and insured to a reasonable extent against destruction and loss.

- 13.3 Any processing, mixing or combination (further processing) of provided items by the Contractual Partner shall be carried out for us. The same shall apply in the event of further processing of the goods supplied by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.
- 13.4 The transfer of ownership of the goods to us is unconditional. The Contractual Partner's retention of title to the delivered goods shall expire at the latest upon payment of the purchase price. We shall remain authorised to resell the goods in the ordinary course of business even before payment of the purchase price with advance assignment of the claim arising therefrom (alternatively validity of the simple reservation of title extended to the resale). In any case, all other forms of retention of title are excluded, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing.

#### 14. Spare parts

- 14.1 Our Contractual Partner shall ensure that spare parts can be supplied at our request for a period of at least 15 years, calculated from the last series delivery of a corresponding part, for each part supplied by it to us in the course of the business relationship.
- 14.2 If the Contractual Partner intends to discontinue the production of spare parts for the products delivered to us with or after the expiry of the period referred to in § 14.1, it shall notify us thereof without undue delay after the decision on the discontinuation. This decision must be taken at least 18 months before the discontinuation of production.

#### 15. Moulds and Tools, Documents

- 15.1 Models, samples, drawings, illustrations, calculations, matrices, templates and other manufacturing and production aids which we make available to our Contractual Partner shall remain our property. If our Contractual Partner manufactures production and manufacturing aids, ownership of these shall pass to us insofar as we have paid for them. The handover shall be replaced by a relationship of ownership with the consequence that our Contractual Partner shall own the manufacturing and production aids on our behalf. Our Contractual Partner undertakes not to make such items accessible to third parties in any form without our express written consent. For each case of culpable violation of the above obligation, our Contractual Partner promises to pay us a contractual penalty in the amount of € 5,000.00. Our contractual partner shall be liable for loss, damage or misuse of such objects or documents, which he shall otherwise return to us immediately after completion and execution of an order without special request.
- 15.2 If our Contractual Partner manufactures parts/goods with our tools/moulds, he shall mark these tools/moulds separately and store them separately. We shall be entitled to demand the return of these tools/moulds from our contractual partner at any time. Our Contractual Partner cannot invoke a right of retention if the counterclaims asserted by him are not ready for a decision or have not been recognised by us. If our Contractual





Partner possesses tools/moulds from us which, however, he does not use for production purposes, the above shall apply accordingly. In any case, our Contractual Partner is prohibited from using tools/moulds for his own- or third-party purposes. Our Contractual Partner must treat our tools with care and constantly maintain them at his own expense as well as insure them against all customary business risks to a sufficient extent.

## 16. Limitation

- 16.1 The mutual claims of the Contractual Partner shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.
- 16.2 Notwithstanding § 438 para. 1 no. 3 BGB (German Civil Code), the general limitation period for claims for defects shall be 3 years from the passing of risk. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation period shall apply mutatis mutandis to claims arising from defects of title, whereby the statutory limitation period for claims in rem of third parties for surrender of goods (§ 438 para. 1 no. 1 BGB) shall remain unaffected; claims arising from defects of title shall not become time-barred in any case as long as the third party can still assert the right - in particular in the absence of a limitation period - against us.
- 16.3 The limitation periods of the law on sales including the above extension shall apply - to the statutory extent - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

## 17. Customs and Foreign Trade Law Requirements

- 17.1 Our Contractual Partner shall inform itself about the requirements of customs clearance and shall provide us in due time with all necessary documents and information such as, inter alia, the statistical goods number (HS code/harmonized code), designation of preferential goods, certificate of origin and all other necessary information for import or export clearance.
- 17.2 Insofar as relevant and insofar as no other or further requirements are demanded by law, our contractual partner shall send us a long-term supplier's declaration for products with preferential originating status (e.g. for the EU: form in accordance with Regulation (EU) No. 2015/2447) without being requested to do so prior to the first delivery with the corresponding period of validity and then prior to the end of the period of validity. Changes to the origin of the goods must be notified to us in writing without delay.

## 18. Licences/Export control/Security in the International Supply Chain

- 18.1 The Contractual Partner shall inform us without delay with regard to its goods within the meaning of foreign trade law including all components of any export restrictions and export licenses issued in the country of manufacture and/or the country of dispatch of the performance as well as of licensing obligations existing under US export and re-export law including so-called EAR99 goods, licensing obligations for dual-use, armaments and other goods listed as "restricted" existing under the Community law of the European Union or the national regulations of foreign trade law.



- 18.2 Insofar as our Contractual Partner supplies commercial goods, services and/or technologies which are subject to export control, our Contractual Partner shall forward the following information and corresponding documents to us without being requested to do so:
- the Dual-Use List No. (List of Goods Annexes to the EU Dual-Use Regulation as amended from time to time),
  - in the case of US goods, services and/or technologies
  - whether these are subject to US re-export regulations (Export Administration Regulations EAR or International Traffic in Arms Regulations ITAR),
  - the ECCN No. (Export Control Classification Number) according to US Export Administration Regulations (EAR, USML (U.S. Munitions List) according to ITAR),
  - an "Export Licence"
  - the US quantity of origin and, if applicable, the amount of the shares requiring a licence
  - information on transport through the USA and/or manufacture and/or storage in the USA and/or manufacture using US technology or parts,
  - other technical information material for the application for official permits,
- 18.3 The Contractual Partner shall inform us in writing of any changes to the above data. This duty to inform shall also apply to the contractual partner after the end of the business relationship.
- 18.4 The Contractual Partner guarantees that the information provided in the export control declaration is complete and correct. Should changes occur in the future with regard to the delivery items which alter the export control classification of the goods, the Contractual Partner shall inform us of these changes without delay.
- 18.5 The Contractual Partner shall indemnify us against all claims or other sanctions arising against us due to violations of export control law in connection with the delivery items.

## 19. Environment

- 19.1 Our Contractual Partner undertakes to provide its services and deliveries in compliance with the relevant national and international environmental regulations and standards amended from time to time.

In particular, the following regulations should be mentioned here:

- EU End of Life Vehicle Directive 2000/53/EC (ELV)
- EU Regulation 1907/2006 (REACH: Registration, Evaluation and



Authorisation of Chemicals)

- Substance restrictions from the GADSL (Global Automotive Declarable Substance List)
- RoHS Directive 2011/65/EU

VDA Guideline 232-102 and the currently valid IMDS Rules & Recommendations must be observed when providing evidence.

The Contractual Partner guarantees that the products supplied by him comply with the provisions of Regulation (EC) No. 1907/2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation). The substances contained in the Contractual Partner's products are, to the extent required under the provisions of the REACH Regulation, pre-registered or registered after the expiry of the transitional periods, unless the substance is exempted from registration.

In the case of hazardous substances or substances posing a risk to health within the meaning of the statutory requirements or substances subject to registration pursuant to the REACH Regulation, the Contractual Partner shall, without being requested to do so, provide a safety data sheet prior to the first delivery and update it in due time (at the latest every three (3) years).

The substances from REACH Annex XIV must be avoided in new developments. If this is not technically feasible, the responsible contact person in the development department must be consulted.

The required information according to Article 33 (1) of EU Regulation 1907/2006 (REACH) shall be provided via IMDS. The corresponding information for products that are not reported in the IMDS (e.g. packaging, process materials, etc.) shall be provided by e-mail to the responsible contact person in the development department.

Furthermore, the Contractual Partner shall provide us with the SCIP number of its notification to the ECHA SCIP database as required under Article 9 of the Waste Framework Directive (Directive 2018/851/EU) if the article contains SVHCs in a concentration relevant for such notification. If a SCIP number is not yet available to the Contractual Partner, the Contractual Partner shall provide us with the TARIC/CN number in combination with the indication of the concentration of SVHCs present in the article.

The following obligations apply to contractual partners with registered offices outside the European Union / European Economic Area who supply us with products as such or in complex products which contain candidate substances in a concentration of more than 0.1 % by mass (w/w):

The contracting party is obliged to notify us without being asked of all information required for registration in accordance with Directive 2008/98/EC on waste (Waste Framework Directive). The notification shall be made prior to the first delivery of an affected product/complex product and, in the event of changes to the respective product/complex product which affect the content of the information, prior to the first delivery of the changed product/complex product and, if a delivery has already been



made, without delay.

If the information provided is not sufficient to enable us to carry out our registration in the SCIP database properly, the Contractual Partner shall be obliged to provide us with further information on request, insofar as this is necessary for carrying out the registration. The same applies in the event of a change in the SCIP database.

We are entitled to provide the Contractual Partner with a form for the provision of information and to adapt this if necessary so that we can carry out our registration properly. The provision of a form by us does not limit the Contractual Partner's aforementioned information obligations.

Our Contractual Partner shall indemnify us against claims by third parties arising from any infringement of such environmental rights as set out in Clause 19. Furthermore, he shall bear all costs incurred by us as a result of third parties asserting the infringement of such rights and us defending ourselves against this.

19.2 Our Contractual Partner shall continue to pay attention to a deliberately environmentally friendly provision of services. In detail, this includes the selection of

- environmentally friendly and recyclable individual materials and materials
- low-emission, low-pollution, dismantling and deconstruction-friendly products
- energy- and resource-saving processes and products, and
- environmentally friendly packaging and packaging systems.

19.3 Services and products provided by our Contractual Partner must not produce any emissions that are harmful to health or the environment during operation, repair and maintenance work or require any auxiliary or operating materials that are harmful to health or the environment. Deviations from this requirement must be justified and require our written consent.

## 20. Events of Force Majeure

20.1 In the event of force majeure, any delay shall only occur after the force majeure event has ceased to exist. Force majeure within the meaning of this contract are natural disasters, fire, storm, hail; wildcat strikes and the consequences of industrial action, insofar as these cannot be influenced by the affected party; war, civil war, civil unrest or war-like events; terrorist or political acts of violence, irrespective of the number of persons involved; arrest, seizure, confiscation or other interventions by sovereign authorities, insofar as these interventions are not attributable to misconduct on the part of the affected party.

20.2 No force majeure event, on the other hand, shall be production stoppages or production disruptions of the Contractual Partner, delivery failures of the Contractual Partner's upstream suppliers, material shortages or increased cost prices of the Contractual Partner. Events such as lockouts, announced strikes, blockades, roadblocks or traffic jams shall also not constitute force majeure, insofar as the aforementioned obstacles were announced via the media or are known or should have been known to the party



concerned from other sources of information customary in the industry.

- 20.3 The Contractual Partner shall notify us without undue delay of the event or circumstances constituting the Force Majeure Event, giving details of the Force Majeure Event, its effects and the expected duration. The notification shall be made without culpable delay, i.e. immediately after the contracting party has become aware of the event or circumstances constituting force majeure. The Contractual Partner's obligation to perform shall revive if it does not make reasonable efforts to resume performance. A purchase of goods to be delivered (from the Contractual Partner's competitors) is also reasonable.
- 20.4 If the event of force majeure in question lasts longer than four months after its commencement, we may, taking into account the individual case, declare the termination of this contract and/or the individual contract concerned.

## 21. Corporate Responsibility/Code of Conduct

- 21.1 The Contractual Partner hereby declares that it has fully read and understood the rules and regulations contained in the Code of Conduct-Supplier (available on the website [www.bh-sens.com/cocsupplier.com](http://www.bh-sens.com/cocsupplier.com)). The Contractual Partner undertakes to act responsibly and to comply with the principles and requirements of the Code of Conduct as set out and to communicate in a comprehensible manner, the contents of this Code of Conduct to its employees, agents, suppliers and subcontractors ("Subcontractors"), and to ensure that its Subcontractors also act accordingly.
- 21.2 The Contractual Partner undertakes to ensure that the legal provisions and internationally recognized standards for the protection of the environment, sustainability and respect for human rights, in particular prohibitions of child and forced labour and discrimination, regulations on minimum wages, safety and fundamental rights of workers as well as the provisions of our Code of Conduct are complied with throughout the supply chain of the contractual product. Upon our request, the Contractual Partner shall provide evidence of compliance with these obligations by procuring and submitting suitable documents. In addition, we are entitled to conduct On-site visit and audits at the Contractual Partner's premises in order to monitor compliance with the above-mentioned obligations.
- 21.3 The Contractual Partner shall implement a supplier management system for compliance, social responsibility and sustainability in the supply chain in accordance with Clause 21 of the Code of Conduct and shall adequately monitor compliance of itself and its Subcontractors.
- 21.4 In addition, in the event of a suspicion of a violation of the obligations under Clause 21 section 1-3, the Contractual Partner shall immediately investigate possible violations and inform us about the conducted investigation measures and, in justified cases, disclose the affected supply chain. If the suspicion proves to be well founded the Contractual Partner must inform us within a reasonable period of time of the internal measures it has taken to prevent future violations.

Without prejudice to our further rights, we shall be entitled to terminate the contract in whole or in part without compensation in the event that a breach of one of the above obligations occurs and efforts to remedy this breach are unsuccessful after expiry of a reasonable period of grace. We reserve the right to assert further claims.



The Contractual Partner must immediately terminate an infringement that has already occurred, or at least minimize it; if it has occurred in its supply chain, the Contractual Partner shall immediately influence the CAUSER in its supply chain so that it terminates the infringement or at least significantly minimizes the effects of the infringement. The Contractual Partner shall inform us of the measures it has taken.

If the Contractual Partner is unable to end the infringement that has occurred in the foreseeable future, it shall be obliged to draw up a concept for ending or minimizing the infringement that has occurred, together with a concrete time schedule, and to coordinate this with us and implement it accordingly. The Contractual Partner shall be obliged to comply with the deadlines specified in the agreed schedule and to provide us with corresponding proof of implementation. We shall be entitled to demand that the Contractual Partner supplement the concept with further measures that we deem necessary; the Contractual Partner shall be obliged to include these supplementary measures in its concept, insofar as they are appropriate, and to implement them accordingly.

- 21.5 Without prejudice to our further rights, we shall be entitled to terminate the contract in whole or in part without compensation in the event of a breach of one of the above obligations after the unsuccessful expiry of a reasonable grace period to remedy the breach. We reserve the right to assert further claims.
- 21.6 If claims are asserted against us by third parties due to violations of the Code of Conduct or the German Supply Chain Due Diligence Act by the Contractual Partner's Subcontractors, the Contractual Partner shall indemnify us in full. This indemnification obligation shall also include administrative fines and penalties as well as claims for damages and reimbursement of expenses. Any agreed limitations of liability shall not apply.

## 22. Jurisdiction, Applicable Law

- 22.1 The exclusive place of jurisdiction for all disputes arising from and in connection with the delivery relationship shall be Karlsruhe.
- 22.2 The law of the Federal Republic of Germany shall apply to these GPC and the contractual relationship between us and the contracting party to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

