

#### **Article 1 – Applicability**

These Terms and Conditions of Purchase apply exclusively for any contract initiation, purchase orders, blanket order, call-off or comparable actions on the delivery of goods or the provision of services between the supplier of goods or the service provider, respectively (hereinafter jointly referred to as “**Supplier**”) and ALLTEC Angewandte Laserlicht Technologie GmbH (hereinafter referred to as “**ALLTEC**”). Any general terms and conditions of the Supplier that contradict or deviate from these Terms and Conditions of Purchase only apply if ALLTEC explicitly agrees to them prior and in writing. They also apply if ALLTEC accepts goods or services of the Supplier (hereinafter jointly referred to as the “**Contract Products**”) or the payment is executed. To the extent of any inconsistency between these Terms and Conditions of Purchase and any other written agreement / contract between the parties, the terms and conditions of the individual agreement / contract shall prevail.

#### **Article 2 – Software**

These Terms and Conditions of Purchase shall be adapted by the Terms and Conditions of Purchase of Software of ALLTEC (to be found below) for all software purchased by ALLTEC. In case of any conflicts or inconsistencies between these Terms and Conditions of Purchase and the Terms and Conditions of Purchase of Software below, the Terms and Conditions of Purchase of Software shall prevail for all aspects in connection with the software purchased by ALLTEC.

#### **Article 3 – Commencement of the Contract and Amendments**

- (1) Orders and call-off must be submitted in writing, as do any changes or additions to orders or call-off.
- (2) Verbal agreements are only legally binding if confirmed in writing by ALLTEC. Data transfers or e-mails also comply with the written form requirement.
- (3) Cost estimates by Supplier are legally binding and not to be compensated, if not agreed to otherwise by ALLTEC.
- (4) Call-offs within the scope of order and delivery planning become legally binding if no objection is raised by the Supplier within two (2) working days from receipt of the request.

#### **Article 4 – Delivery, Delivery Capacity, Delivery of Spare Parts**

- (1) Delivery dates are legally binding. If the Supplier determines that it is unable to meet agreed delivery dates it must notify ALLTEC of the reasons for this situation and the extent of the delay in writing without undue delay. Delivery dates refer to the receipt of defect-free Contractual Products or provision of services at the ALLTEC site or at another place of performance that has explicitly been agreed. Deliveries must include a delivery note, required shipping documents stating the date and description of the delivered Contract Product and the ALLTEC's order number. Supplier will inform ALLTEC furthermore prior and in writing about any necessary instructions and conditions for safe handling, health and accident prevention etc. and conforming technical standards. Delays to deliveries as a result of no delivery note being enclosed with the delivery or a delivery note not including the aforementioned information are the fault of the Supplier. Any acceptance by ALLTEC of a delayed or partial delivery of goods / provision of services shall by no means constitute a waiver of any rights of ALLTEC related to late or partial delivery of goods / provision of services.
- (2) If the Supplier has responsibility for set-up / assembly / service / training, the Supplier is responsible for bearing all additional costs (such as transport costs, costs of providing tools, etc.). If Supplier and ALLTEC have agreed to a delivery including set-up / assembly / service / training, the delivery of the Contractual Products shall not be considered to have taken place until the set-up / assembly / service / training has been duly carried out as specified.
- (3) Partial or premature deliveries are only permitted if ALLTEC has agreed in writing or such partial / advanced deliveries are reasonably acceptable for ALLTEC.
- (4) The Supplier is generally obliged to continue to supply ALLTEC with the Contract Products of the agreement that ALLTEC has already acquired from the Supplier; this particularly applies to order and delivery planning in which the Supplier must be capable of delivery. If the Supplier supplies Contract Products on an ongoing basis, the Supplier must inform ALLTEC if it realises that it will become or has become unable to deliver Contract Products (e.g. if the necessary preliminary materials are not – or no longer – available). If the Supplier would like to cease delivering to ALLTEC altogether or cease delivering individual Contract Products of the agreement, the Supplier will grant ALLTEC sufficient opportunity in advance to acquire the Contract Products of the agreement from the Supplier for a reasonable transition period of at least twelve (12) months.
- (5) The Supplier undertakes to maintain its capacity to deliver all necessary spare parts for a period of five (5) years following the last delivery of the Contract Products.

#### **Article 5 – Performing Works and General Conduct**

- (1) Employees of Supplier or third parties contracted by Supplier, that perform works at ALLTEC in fulfilment of the respective agreement must comply with applicable rules, regulations, industry standards and ALLTEC's requirements regarding work safety and respective internal requirements if working on ALLTEC's premises. ALLTEC assumes no liability for any indirect damages or claims (as far as legally permissible) arising from accidents suffered by these individuals on ALLTEC's premises, provided said accidents are not caused intentionally or as a result of grossly negligent breaches of duty by legal representatives or vicarious agent of ALLTEC.

- (2) Supplier warrants that employees, subcontractors and agents deployed by Supplier meet the requirements and qualifications necessary to perform the services or produce / deliver the Contractual Products.
- (3) Supplier shall furthermore obtain and maintain all necessary statutory, regulatory or other licenses and permits, certifications and consents necessary to deliver the goods and services under these Terms and Conditions of Purchase.
- (4) Supplier shall carry out and maintain effective quality assurance system and, if requested, demonstrate this to ALLTEC. This includes especially that the terms and conditions applicable to the contractual relationship between the parties also apply to the supply chain of Supplier. ALLTEC shall have the right to inspect this quality assurance system free of any costs, either itself or through third parties commissioned by ALLTEC in regular intervals.
- (5) Third parties (in particular any subcontractors) may only be employed or replaced by Supplier with the ALLTEC's prior written consent. If Supplier intends to use subcontractors to perform its duties from the outset, Supplier must inform ALLTEC of this when submitting its offer.
- (6) The Supplier undertakes to engage in ethical conduct and, in particular, comply with the DANAHER Group's *Suppliers Code of Conduct* (available at <https://www.danaher.com/Suppliers>). Supplier will oblige its sub-suppliers to terms and conditions at least as strict as DANAHER Group's Code of Conduct. Supplier will provide a written acknowledgement of such compliance to ALLTEC upon written request. Supplier will fully indemnify ALLTEC from all claims and damages arising from or in connection with any infringements of a breach of this *Suppliers Code of Conduct*.

#### **Article 6 – Receipt of Goods**

- (1) ALLTEC must solely check incoming goods on receipt with regard to obvious damages, particularly damages in transit, and if the delivery deviates from the given description or quantity according to the shipping documents (hereinafter referred to as “**Obvious Defect**”).
- (2) ALLTEC shall inform Supplier within ten (10) working days following the receipt of the Contractual Products of any Obvious Defects.
- (3) Any defects that only become apparent at a later point in time must be notified in writing by ALLTEC within ten (10) working days following their identification to the Supplier.
- (4) The date of sending such notice to Supplier shall determine whether or not such notice has been timely issued. The Supplier waives its right to claim late notification of defects.
- (5) The parties can agree on a separate written quality assurance agreement (“**QA**”), in which case the terms and conditions of the QA shall prevail over these terms and conditions of purchase.

#### **Article 7 – Prices, Transfer of Risks and Payment**

- (1) Prices are generally considered to include VAT, any other statutory taxes, delivery and packaging costs unless otherwise agreed in writing. The risk of loss and damage in the Contract Products passes on to ALLTEC upon the handover of the Contract Products. Invoices are to be issued for deliveries made and services provided. Supplier shall send the invoices only in electronic form to [apinvoice@alltec-laser.com](mailto:apinvoice@alltec-laser.com). These invoices shall comply with the relevant statutory invoicing requirements according to the national value-added tax legislations to which the deliveries / services being invoiced are subject.
- (2) Payments must generally be made within thirty (30) calendar days without any deductions from receipt both of the invoice and of the Contract Product or provision of the service, unless otherwise agreed in writing.
- (3) All payments to Supplier will be made via bank transfer to a prior assigned and agreed bank account that is held in the name of Supplier in the country of legal registration of Supplier. Cash payments will not be made under any circumstances. Payments made to bank accounts in countries other than the country of registration of Supplier or to payment intermediaries will not be made if the specifics of the bank account or the payment intermediary are not agreed and verified by ALLTEC prior to the payment.
- (4) Payment by ALLTEC shall not be an indication of acceptance of conditions or prices, and shall not constitute a waiver (i) of ALLTEC with regard to deliveries made / services provided that differ from those agreed upon, (ii) of ALLTEC's rights to inspection, and (iii) of ALLTEC's right to find fault with an invoice due to other reasons.

#### **Article 8 – Force Majeure**

If ALLTEC is prevented from accepting the Contract Product due to force majeure, ALLTEC is not to be held responsible and is not liable for damages. Force Majeure is deemed to mean all events whose occurrence and effects on the performance of the agreement could not have been reasonably prevented by ALLTEC. If the Force Majeure lasts for a period longer than fourteen (14) calendar days, ALLTEC is permitted to terminate the orders and call-offs concerned without notice.

#### **Article 9 – Claims for defects**

- (1) A defect is also recognized if the Contract Product of the agreement does not, upon inspection, correspond to the contractually agreed or usual purpose, the generally accepted codes of practice or applicable statutory or regulatory requirements, particularly licensing requirements, occupational health and safety regulations and accident prevention provisions. If CE, DIN, ISO, VDE, VDI, UKCA or DVGW standards, or equivalent standards, are applicable to the Contract Products, the Contract Products must comply with these standards at the point at which risk is transferred to ALLTEC. These provisions also apply if construction / set-up or assembly works are to be provided by the Supplier in relation to the Contract Products.
- (2) In case of a defect or late delivery ALLTEC is entitled to claim a contractual penalty amounting to 2% of the total contractual value for the respective Order per week of delay, with a maximum of 20% of the total contractual value for the respective Order. For defective products a lump sum penalty amounting to 10% of the respective contractual value for the Order can be claimed by ALLTEC. These contractual penalties are additive of any claims

for damages, rectification or other means ALLTEC may have under the applicable law or these Terms and Conditions.

- (3) In the event of any defects, ALLTEC is permitted to select the form of rectification provided by law at its discretion. The Supplier may refuse the chosen form of rectification if it results in unreasonable costs. If the Supplier provides replacement goods, the warranty period defined in Article 9 (5) restarts for the replaced parts. This does not apply if the subsequent performance did not take place due to a defect and ALLTEC has reason to believe that the Supplier has not acknowledged its obligation of rectification. This acknowledgement does not exist in particular if the scope, duration and costs of subsequent performance imply that the Supplier did not want to give such written acknowledgement.
- (4) ALLTEC is permitted to rectify defects itself, arrange for them to be rectified by a third party or otherwise procure a replacement at the expense of the Supplier, if the Supplier refuses to fulfill its obligations due to claims for defects or fails to meet these obligations within an appropriate period of time.
- (5) Claims for defects lapse three (3) years after the transfer of risks to ALLTEC; this does not apply in the case of fraudulent conduct on the part of the Supplier.
- (6) The Supplier must treat fault on the part of its sub-suppliers as if it were its own fault.

#### Article 10 – ALLTEC' materials

- (1) Supplier shall specify expressly and finally in its offer any necessity of ALLTEC to provide assistance and materials. Apart from the obligations to provide assistance and materials, explicitly stipulated in individual agreement, Supplier can only request further provision of assistance or materials from ALLTEC insofar as
  - (i) these are necessary for the proper provision of the contractual service,
  - (ii) these are necessarily provided by ALLTEC and
  - (iii) any additional costs and expenses – including the compensation for own assistance or materials – arising on the side of ALLTEC are borne by Supplier.
- (2) ALLTEC can satisfy the obligations to provide assistance and materials, for which it is responsible, itself or by third parties. Supplier shall inform ALLTEC in due time about the type, scope, time and other details of the assistance and the materials, which are to be provided by ALLTEC, unless the respective details are explicitly named in the particular agreement. In any case Supplier can only refer to a non-fulfilment of an obligation to provide assistance or materials by ALLTEC if it has set ALLTEC a reasonable final deadline in writing and informed it about the legal and actual consequences of the non-fulfilment.
- (3) Materials supplied by ALLTEC remain the property of ALLTEC. These materials may only be used for the intended purpose and for the performance of the agreement. Supplied materials are processed and assembled on behalf of ALLTEC. ALLTEC obtains co-ownership of any articles manufactured using materials provided by ALLTEC in the same proportion as the value of the materials supplied compared to the value of the article as a whole. The Supplier will store these materials on behalf of ALLTEC.

#### Article 11 – Delivery Restrictions, Intellectual Property, Confidentiality, and Data Protection

- (1) Contract Products manufactured according to specifications, particularly drawings, provided by ALLTEC may only be delivered to ALLTEC. This also applies if a) the Supplier has procured tools, models and other items at its own expense, b) Contract Products of the agreement are not accepted due to defects or c) no further deliveries or orders are issued (end of business relationship).
- (2) ALLTEC remains the owner and holder of intellectual property rights relating to any information provided to the Supplier, particularly samples and drawings. These documents may not be disclosed to third parties by Supplier unless the information was already in the public domain or already lawfully disclosed prior to being submitted or subsequently lawfully disclosed to the Supplier by a third party. This information must be returned to ALLTEC without undue delay as soon as it is no longer required by the Supplier to perform its obligations.
- (3) Supplier is obliged to keep confidential all technical, scientific, commercial and other information obtained either directly or indirectly from ALLTEC within the scope of the agreement, in particular the information given by ALLTEC (hereinafter "**Confidential Information**"). Supplier may not exploit Confidential Information for commercial purposes, make it the object of industrial property rights, pass it on or make it accessible to third parties in any way, or use it for any purpose other than fulfilling the respective agreement.

Notwithstanding the aforementioned, this obligation shall be subject to any disclosure requirements of a legal, judicial or official nature. The aforementioned confidentiality obligation shall continue to apply for a period of ten (10) years after any agreement between ALLTEC and Supplier has ended.

This confidentiality requirement shall not include any information that (i) Supplier lawfully possessed prior to the ALLTEC's disclosure of such information, (ii) is lawfully known to the public, or (iii) has been lawfully obtained from a third party. Also excluded from this confidentiality requirement shall be information that is disclosed to persons subject to a legal obligation to confidentiality, whereas Supplier shall not release such a person from its obligation to confidentiality. The burden of proof for such an exception lies with Supplier. Supplier shall ensure that its employees and vicarious agents subject to these Terms and Conditions of Purchase are obliged to confidentiality according to the rules set forth herein by means of appropriate contractual agreements, too.

Supplier shall specifically undertake all required, appropriate precautions and measures to effectively protect the Confidential Information obtained at all times against loss or against unauthorized access. This includes in particular the creation and maintenance of appropriate, required access and

entry precautions for facilities, repositories, IT systems, data storage devices and other information storage devices, especially those which contain Confidential Information. This also includes informing and instructing those people who are granted access to Confidential Information pursuant to this clause. Supplier is required to promptly notify ALLTEC in writing in the event that Confidential Information is lost and / or accessed by unauthorized parties.

- (4) Supplier shall grant to ALLTEC the royalty-free, perpetual, freely transferable, irrevocable and sub-licensable right unrestricted in terms of territory, quantity and time, to use all Work Results, including all studies, training materials, concepts, operations and system descriptions, data files, software, graphics, calculations and other documents related hereto in all known media formats including electronic media, internet and online media saved to all imaging, audio and data storage devices created under the respective agreement (hereinafter "**Work Results**"). Supplier shall grant ALLTEC the right of use for Work Results of the aforementioned scope including for all types of use whatsoever whether or not known at the time of the agreement between the parties. For work results, which have been prepared either by Supplier itself or by third parties for the exclusive use of ALLTEC (hereinafter "**Individual Work Results**"), Supplier shall grant to ALLTEC the rights set forth for Work Results on an exclusive basis. For the methods, tools and other programs that Supplier customarily uses (hereinafter "**Standard Material**") and which are integrated into the Work Results or Individual Work Results, Supplier shall grant to ALLTEC a non-exclusive right of use to the extent described in this sub-section for Work Results.
- (5) Supplier is obliged to adhere to the current applicable laws and regulations regarding data protection, specifically to the European General Data Protection Regulation (hereinafter "**GDPR**"), insofar its regulations are applicable to the respective agreement. For ALLTEC the privacy notice, available from <https://www.fobalaser.com/privacy-policy/>, shall apply with regards to use of data and personal information. If required ALLTEC and Supplier will enter into a separate data processing addendum.

#### Article 12 – Indemnification

- (1) The Supplier will exempt ALLTEC for any and all costs incurred by ALLTEC due to claims being asserted against it that are the fault of the Supplier. This also applies to claims under the any European Product Liability Act, as well as the respective national Product Liability Act or infringement of third-party intellectual property rights. Any additional rights of ALLTEC concerning Supplier's liability for defects or under any guarantees shall remain unaffected.
- (2) It is Supplier's responsibility to ensure that the delivery of Contractual Goods and the use thereof by ALLTEC will not infringe any patent laws, copyright or any other proprietary rights of third parties. Notwithstanding any legal claims, Supplier shall indemnify ALLTEC from any third party claims for which ALLTEC may be held liable as a result of the infringement of any of the aforementioned property rights.
- (3) As far as legally permissible the liability of ALLTEC shall be limited to gross negligence and wilful misconduct. Additionally, ALLTEC's liability is limited, to direct damages only up to the total value of the Contractual Products / Services purchased by ALLTEC from which the claim arises.

#### Article 13 – Export Controls and Customs

The Supplier must notify ALLTEC in due time prior of the shipment of any required approvals or restrictions to which its goods are subject in accordance with Germany, European or US export and customs provisions or export or customs provisions of the country of origin of the Contract Products. It is also obliged to notify ALLTEC of any changes without undue delay in writing.

#### Article 14 – Place of Performance and Incoterms

- (1) The place of performance is the location of the delivery or service. Deliveries take place DAP ALLTEC (Incoterms® 2020) unless otherwise agreed in writing.
- (2) Supplier shall uphold ALLTEC's interests until passing of the risk. Contractual Products must be packed as so to avoid damage during transport. Supplier is liable for any damage incurred due to improper packaging. Supplier shall package, label and ship hazardous products according to the applicable national and international laws and regulations.

#### Article 15 – General Provisions

- (1) Supplier will act solely as an independent legal entity and nothing contained in these Terms and Conditions for Purchase will at any time be construed to create the relationship of employer and employee, of principal and agent, of partners or of members of a joint venture between ALLTEC and Supplier or ALLTEC and Supplier's representatives, employees, personnel, partners or agents.
- (2) If a provision of an agreement with the Supplier is or becomes invalid or unenforceable either in part or in full, this does not affect the validity or enforceability of the other provisions. The contractual parties must mutually agree on a valid and enforceable provision that approximates the invalid or unenforceable provision to the greatest possible extent.
- (3) Supplier shall maintain sufficient insurance at its own expense for all possible damages it or its subcontractors or agents are responsible and thus liable. Evidence of the amount of insurance coverage for each occurrence of damage shall be provided to ALLTEC upon request in writing.
- (4) Supplier may assign the rights and obligations agreed upon with ALLTEC to third parties only with the prior written consent of ALLTEC. In case of services to be provided by a certain individual employee of Supplier, Supplier requires the prior written approval of ALLTEC before assigning it to another employee. Supplier is required to notify ALLTEC forthwith in writing of any assignment of its duties by virtue of law and of any change of its trade name.

ALLTEC may assign its rights and obligations hereunder to any affiliated company at any time without the Supplier's prior agreement.

- (5) Supplier is only permitted to offset claims that are undisputed or substantiated by court judgment. Supplier is only entitled to a right of retention if the claim, due to which the right of retention shall be deemed valid, has its origins in the same contractual relationship.
- (6) These contractual relationships are subject to the laws of the Germany only to the exclusion of any conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods ("C/SG").
- (7) The sole place of jurisdiction for any and all disputes resulting from or relating to these General Terms and Conditions of Purchase and the respective agreements with the Supplier is Schwerin as far as legally permissible. ALLTEC is also entitled to initiate legal proceedings against the Supplier in the jurisdiction of its registered office or branch office as well the place of performance.

#### **Article 1 – Applicability**

These Terms and Conditions of Software apply in relation to the acquisition or licensing of software and hardware with integrated software. They also apply to updates, upgrades and other modifications.

#### **Article 2 – Open Source Software**

- (1) The Contract Products may only contain open source software, if ALLTEC has explicitly agreed in writing.
- (2) The Supplier must comply with all obligations regarding open source software. It must provide ALLTEC with all the information ALLTEC requires to lawfully use the open source software within the scope of applicable rights of use.
- (3) In particular, open source software is any software that is (a) disseminated at licensing conditions that are recognised by organisations such as the *Open Source Initiative* or the *Free Software Foundation*, (b) may only be licensed to other parties on the condition that certain information is also disclosed (such as licensing terms, source code information) or certain requirements are met (such as copyleft software) or (c) is available free of charge and without restriction.

#### **Article 3 – General service obligations, quality and organization of service provision**

- (1) Unless otherwise agreed between the parties, documentation and instructions must be provided in German if the software is intended for the German-speaking area, otherwise in English.
- (2) Software is certified to the extent necessary and it has to be state of the art. The software was checked in advance by the Supplier for freedom from viruses, trojans and other malware. The Supplier guarantees that the check has not revealed any evidence of such malware. The software does not contain any copy or usage locks.
- (3) The Supplier will instruct and support ALLTEC insofar as this is necessary to carry out a test and trial operation or to use the software. If this is contractually agreed, software is to be handed over to ALLTEC ready for use and to be assigned. The Supplier will install, configure and integrate the software to ensure operational readiness. Subsequently, ALLTEC carries out an approval test. The approval takes place in accordance with the legal regulations of acceptance and the following provisions, unless expressly regulated otherwise:
  - (4) Defects in the software identified during the approval test can be differentiated according to the following error classes:
    - a. Defect class 1: The defect means that the software or an important part of it cannot be used by ALLTEC,
    - b. Error class 2: The defect causes significant restrictions on use for important functions, or
    - c. Error class 3: other defect.
  - (5) ALLTEC is only obliged to declare approval if the software has been installed, configured and integrated completely and in accordance with the contract. ALLTEC has a test period of at least ten (10) working days from receipt of the software.
  - (6) Software is to be delivered at the agreed place of performance at the agreed date in a ready-to-use state in the object code or made available for download at ALLTEC's option.
  - (7) If the subject of the contract is the provision of software as a service, ALLTEC must be granted a possibility of use in the agreed manner at the agreed time. Agreed dates and deadlines are binding unless otherwise agreed.
  - (8) If the parties do not agree otherwise, ALLTEC is granted unlimited rights to use the software.

#### **Article 4 – Rights of use**

- (1) The Supplier grants ALLTEC and the companies affiliated with ALLTEC as being members of DANAHER-group with delivery or provision of the software a non-exclusive, irrevocable, transferable right to use the software in terms of time, space and content without limitation, unless otherwise agreed. This also applies to patches, updates, upgrades and new versions of the software provided by the Supplier as well as the associated documentation.
- (2) ALLTEC is entitled to reproduce the software at least as far as is necessary for the intended use and to use the software by and for companies affiliated with ALLTEC. ALLTEC is entitled to make copies of the software for backup purposes.
- (3) In the case of temporary leasing of software, the aforementioned rights apply for the duration of the contract. If the Supplier provides software as a service, ALLTEC is entitled to the above extent to access the software by means of telecommunications for the duration of the contract and to use or have the functionalities associated with the software used.
- (4) Even after the end of the right of use, ALLTEC is entitled to keep and use a copy of the software and the associated documentation for testing and archiving purposes.

#### **Article 5 – Changes to the software**

- (1) If the Supplier changes software that ALLTEC uses, the supplier must immediately notify ALLTEC of these changes in writing.
- (2) ALLTEC is not obliged to accept the installation of updates, upgrades or new versions of the software by the Supplier if this is unreasonable for ALLTEC, in particular due to the expenses caused by ALLTEC or due to technical conversion risks.

- (3) ALLTEC is entitled to refuse to install updates, upgrades or new versions of the software if they do not essentially have the same functionality and compatibility as the part of the software to be replaced.
- (4) ALLTEC is entitled to edit software or have it edited in order to adapt the software to changed technical and legal requirements. Processing by third parties that are not connected to ALLTEC as not being members of the DANAHER-group, require the consent of the Supplier; the Supplier shall give its consent, unless Supplier itself offers the necessary processing for a reasonable remuneration. Usage rights of ALLTEC remain unaffected.
- (5) The Supplier ensures the ongoing development of the software and provides ALLTEC with updates, upgrades and new versions of the software. It undertakes to provide ALLTEC with an update, upgrade or a new version of the software at regular intervals, but at least once per calendar half-year.
- (6) The Supplier is obliged to adapt the software to changed legal provisions if the software cannot be used or can only be used to a limited extent under changed legal provisions.

#### **Article 6 – Remuneration**

- (1) Agreed remuneration applies for the duration of the contract. An automatic increase in remuneration or a unilateral increase in remuneration by the Supplier is not permitted.
- (2) All services according to numbers 2 to 5 of these Terms and Conditions of Purchase for Software are included in the agreed remuneration and are not remunerated separately. The remuneration is to be broken down in the service description according to the individual programs. The remuneration also includes the costs for data media and shipping.
- (3) If the obligation to pay begins or ends in the course of a calendar month, the remuneration per calendar day is one thirtieth of the monthly remuneration.

#### **Article 7 – Warranty and liability**

- (1) For the rights and claims of ALLTEC in the event of material and legal defects in the service and other breaches of duty by the Supplier, the statutory provisions apply without restriction.
- (2) As a short-term measure, the provision of a replacement or workaround solution can be provided to temporarily remedy or circumvent the effects of a defect. However, this is not a definitive remedy.
- (3) The Supplier must immediately remedy defects within the warranty period - and in the case of temporary leasing of software and the provision of software as a service during the contract term - taking into account the interests of ALLTEC.
- (4) If third parties assert claims against ALLTEC due to the violation of industrial property rights and or copyrights (collectively "**Third Party Rights**") through the use of the software and the use thereof is impaired or prohibited, the Supplier shall be liable as follows:
  - a. At his own choice and at its expense, the Supplier will either procure the necessary usage rights or change or replace the software in such a way that it no longer violates the Third Party Rights, but corresponds to the contractually owed software. If this is impossible for the Supplier, at ALLTEC's request it must take back the software for a refund of the remuneration paid minus an amount that takes into account the time of use.
  - b. In addition, the Supplier has to release ALLTEC from all claims by third parties and alleged claims by third parties due to the violation of the rights of third parties.
- (5) Requirements for the liability of the Supplier are:
  - a. ALLTEC notifies the Supplier of third party claims,
  - b. ALLTEC does not recognize the alleged violation of the rights of third parties, and
  - c. ALLTEC leaves any dispute, including any extrajudicial provisions, to the Supplier or only participates in these disputes in agreement with the Supplier.
- (6) ALLTEC's costs and legal costs of ALLTEC incurred due to the legal defense against Third Party Rights' claims shall be borne by the Supplier.
- (7) As far as ALLTEC is solely responsible for the infringement of property rights, claims against the Supplier are excluded.

#### **Article 8 – Product liability**

- (1) Insofar as the Supplier is responsible for damage due to product liability, it is obliged to release ALLTEC from any claims for damages by third parties.
- (2) In addition, the Supplier is obliged to reimburse ALLTEC for all costs and expenses incurred by ALLTEC in this connection, in particular in connection with product recalls. As far as possible and reasonable, ALLTEC will inform the Supplier of the type and scope of product recalls.
- (3) Further legal claims remain unaffected.

#### **Article 9 – Foreign trade**

- (1) The Supplier is obliged to observe all foreign trade regulations applicable in connection with the delivery of software and in particular to obtain all permits required under export law on its own responsibility and at its own expense and to provide ALLTEC with all the necessary information.
- (2) If the Supplier obtains the software in whole or in part from third parties, it is obliged to ensure that it comes from safe sources and that it has been exported, imported and provided in compliance with and adhering to all applicable export regulations of the country of manufacture / dispatch.

#### **Article 10 – Manufacturer's guarantees**

- (1) The Supplier is obliged to pass on any manufacturer's guarantees to ALLTEC. The Supplier shall provide ALLTEC with the relevant

declarations and supporting documents immediately and without being asked.

- (2) ALLTEC is entitled to make warranty claims directly against the manufacturer. At ALLTEC's request, the Supplier is obliged to assert corresponding claims against the manufacturer.

#### **Article 11 – Miscellaneous**

- (1) The Supplier is obliged to correct software errors within the times and deadlines agreed in a service level agreement. Warranty claims by ALLTEC remain unaffected by the conclusion of a service level agreement, unless the parties have expressly agreed otherwise.
- (2) If the Supplier provides software as a service, it must ensure the availabilities agreed in a service level agreement. If no such availabilities have been agreed, the software must be made available at any time and without interruption.
- (3) At ALLTEC's request, the supplier shall take over the maintenance of the software for software to which ALLTEC has an unlimited right of use, against payment of a customary fee, in accordance with a more detailed standard agreement to be concluded between the parties.
- (4) If ALLTEC no longer has an executable version of the software due to an accidental deletion or similar events, the Supplier shall provide replacement at ALLTEC's request free of charge.
- (5) With the transfer of data or other information by ALLTEC to the Supplier within the scope of using software as a service, there is no granting of a usage right for the Supplier or third parties. In the absence of an express written agreement between the parties, data from ALLTEC may only be processed and used in the territory of Europe when using software as service.
- (6) If the Supplier provides software as a service, the Supplier is obliged, upon ALLTEC's request, to release any data stored by ALLTEC in a conventional electronic format, at ALLTEC's option, without separate payment.