GENERAL TERMS AND CONDITIONS OF PURCHASE | As per: September 2025

KANSAI HELIOS Group

The following General Purchasing Conditions (the "**GPC**") apply to all purchasing activities (including order placement, receipt of goods, etc.) carried out by any company of the KANSAI HELIOS Group (the "**Customer**") with the Supplier in respect of products, materials, services or similar items ("**Goods**"). Any additions to or deviations from these GPC including any of the Supplier's own terms and conditions require the Customer's express written approval. By accepting a Customer order, the Supplier acknowledges these GPC and agrees to be bound by them.

1. Quotation and Order

Received quotations shall be free of charge and binding. They shall adhere precisely to the Customer's request. If a quotation from the Supplier differs – including minor deviations – from the Customer's request, the Supplier shall alert the Customer accordingly.

The Customer's order shall be made in writing or sent electronically.

Within three working days of receiving Customer's order, the Supplier shall confirm the order in writing or send the confirmation electronically, detailing also the exact delivery date. If that confirmation deadline has passed (decisive date: date received at Customer's premises), Customer is entitled to cancel its order (without thereby establishing grounds for any claims by the Supplier). If it is not feasible for the Supplier to issue an order confirmation within the aforementioned three-day deadline, the Supplier shall proactively and within the aforementioned deadline send Customer a written notification indicating a binding date on which Customer will receive the order confirmation at its premises. Customer, at its own discretion, is then entitled to either accept the new date or to cancel the order (without thereby establishing grounds for any claims by the Supplier).

If an order confirmation from the Supplier differs – including minor deviations – from the Customer's order, the Supplier shall alert the Customer and shall obtain the Customer's explicit written approval for the deviation(s). At any time (and without thereby establishing grounds for any claims by the Supplier), without requiring approval, the Customer is entitled to reject goods which are not in accordance with the order, even if the deviations are only minor (this does not include the exception foreseen in Article 4.

2. Pricing

Unless otherwise agreed, prices stated in the respective the Customer's order are valid for the respective delivery and shall include any and all duties and ancillary cost, ie also packaging and transport. The prices stated in the order are exclusive of VAT. Prices are considered fixed and any price escalation mechanism or clause requires a prior written agreement. An increase in prices – for whatever reason – is expressly excluded.

Payment in full of the amount due shall fully satisfy all transfer/granting of rights to the Customer.

3. Place of Performance

The place of performance and payment is the seat of the Customer, unless agreed otherwise in writing.

4. Quantity

The Supplier shall notify the Customer should the quantity of the Goods deviate from the agreed quantity. The quantity of Goods shall not deviate by more than 10% upon delivery without the Customer's prior written consent. Partial deliveries are acceptable if approved by the Customer in writing in advance.

5. Quality

The Supplier guarantees to the Customer that all Goods supplied are in compliance with the required and agreed upon quality, conditions and specifications quoted in the Supplier's offer and are fit for the Customer's intended purpose. The Supplier shall provide the Customer with the relevant quality assurance documents. Shelf life and storing conditions shall be evident from the specification. Upon receipt, the Goods shall have at least 75% of their whole shelf life left.

Safety data sheets shall comply with applicable law, especially the REACH regulation.

The Supplier shall be obliged to report to the Customer any changes made to the specifications or safety data sheets.

In case of changes in the formulation of the product or the procedure of its production, which could result in the change of the agreed quality parameters or usage (installation) of the products, the Supplier shall be obliged to inform the Customer of these changes and obtain the Customer`s prior written approval.

6. Subcontractors/Suppliers/Third Parties; Audits

The Supplier requires the Customer's prior written approval if it intends to use subcontractors, suppliers or third parties, and the Customer does not need to provide grounds if it refuses to grant that approval. The Supplier shall only use subcontractors, suppliers or third parties who provide adequate warranty for a technologically flawless and timely contractual performance. Regardless thereof, all obligations of the Supplier shall remain unchanged even if approval has been granted. Insofar as it uses subcontractors, suppliers or third parties of any kind to fulfil the contract or makes use of their products or services, the Supplier is liable to the same extent (also with regard to the fault of any subcontractor, supplier or third party) as if it had rendered performance itself.

If necessary, the Customer and its customers are entitled to perform inspections of the Supplier and its subcontractors, suppliers or third parties of any kind who are used by the Supplier to fulfil the contract, and allowing the Customer and its customers access to the relevant business premises if asked to do so. The Supplier shall ensure that the Customer's right to perform inspections, and the duty to allow access to the relevant business premises, also applies to its subcontractors, suppliers and third parties.

7. Packaging and Labelling

The Customer does not take any responsibility for received packaging; however, the Customer may return all the empty returnable packaging at the Supplier's costs.

Labelling hazardous chemicals shall be in compliance with applicable local, EU legislation and REACH regulation, in particular, but not limited to, DIRECTIVE 94/62/EC on packaging and packaging waste, and shall correspond to the applicable transport law (certified packaging) of the respective mode of transport used (ADR, IMDG, IATA, ...). Goods received must be REACH registered or exempt. If

an exemption is used, e.g. by exceeding a quantity band, the Supplier or an "only representative" named by him shall register the goods (at his expense) and provide the necessary documentation.

The Supplier is obliged to equip the Goods delivered to the Customer, correctly and entirely in accordance with applicable legislation. The Customer may demand from the Supplier to specially designate the Goods and may reject such as defective if not designated in the agreed manner.

8. Insurance

All shipments shall be covered by transport insurance under the Supplier's general insurance policy. The Supplier shall, at its own cost, obtain insurance coverage from reputable, solvent insurance companies, which shall include coverage against any claims arising from product liability for property damage and personal injury, claims arising from infringement of third-party rights, and recall liability. The insurances shall provide appropriate insurance cover based on the value and use of the contractual goods & Services, with a maximum insured amount of at least EUR 5 million per year. Upon demand, the Supplier shall present to the Customer proof of insurance issued by the insurer. If the Customer inspects the proof of insurance or refrains from demanding that proof of insurance be presented, this does not under any circumstances mean that the Supplier can forego its aforementioned duty to obtain insurance. Furthermore, the fact that an insurance policy is in place does not in any way limit the Supplier's obligations or liability arising from the contractual relationship in question. If an insured event relating to the Goods occurs, the Customer and the Supplier shall provide each other with all necessary information regarding the circumstances and incidents surrounding the insured event. The Supplier hereby transfers to the Customer in advance all entitlements from the insurance policy in connection with an insured event of this kind. The Supplier shall notify the insurer regarding this transfer and, insofar as necessary, obtain its approval for the transfer. Payments which the Customer receives based on the entitlements under the insurance policy which have been transferred to it shall be offset against the claims against the Supplier relating to the insured event and shall reduce them accordingly.

9. Goods Acceptance and Claims

The delivery deadline/delivery period shall be deemed to have been fulfilled once the goods have been delivered to/rendered at the delivery address agreed. The Goods can further only be delivered every working day from Monday to Thursday (excluding statutory public holidays in the Customer's country of domicile), from 6.00 a.m. to 12.00 a.m. and Friday from 6.00 a.m. to 11.00 pm, unless agreed otherwise in writing. For the Supplier's collection of defective goods above schedule likewise applies.

The following shall be enclosed to the delivery documents:

- ✓ Delivery note with a specification according to lot or an invoice,
- ✓ Certificate of analysis for input materials,
- ✓ Supplier's check weighing note for goods delivered in tanks,
- ✓ CMR consignment note for intra-community supply or export,
- ✓ EUR.1 or invoice with a declaration of preferential origin for goods with preferential origin from import or a declaration of preferential origin for domestic goods, respectively,

The Supplier is obliged to submit the Customer all necessary information or statements in accordance with the applicable legislation regarding the Customer's responsibility to report on: - excise; - Intrastat; - packaging and waste packaging; - waste electrical and electronic equipment. The Supplier shall be liable in full for damages, costs and expenses (demurrage costs, shunting costs, stock transfer costs etc.) incurred by the Customer due to the Supplier's failure to comply with this obligation.

Delivery documents are an obligatory part of each delivery. All delivery documents shall include the Customer's order number and commercial name of the goods. An integral part of delivery documents for all raw materials is Certificate of analysis, which provides the basis for the quality acceptance of raw materials. If the quality determined does not comply with the quality stated in the Certificate of analysis, the costs of testing shall be charged to the Supplier. In case of delivery of more than two different batches of the same material ordered, the costs of additional testing shall be charged to the Supplier, unless otherwise agreed in writing.

The Supplier shall inspect the Goods before consignment. The Customer shall inspect the delivery documents regarding the quantity of Goods and the packaging and shall notify the Supplier in writing about any lack or excess of quantity and externally visible defects within 10 working days. Any objections on any further inspection or notification obligations or timing thereof are hereby waived by the Supplier. The Customer shall notify the Supplier in writing of hidden defects within 10 working days upon them being discovered by the Customer. The Supplier shall respond to the Customer in writing within 24 hours as of receipt of the notification. The Supplier shall inform the Customer about the cause for nonconformities and actions that have been carried out to prevent recurrence of nonconformities.

In case the quality of Goods is unsatisfactory or the delivery of Goods delayed, the Customer is not obliged to accept or pay for such Goods, which also applies to any partial delivery not yet implemented. If the Customer rejects the Goods, the Supplier shall be notified and the Customer may return the rejected goods at the Supplier's expense and risk. Until the Supplier facilitates handling by sending proper documents, any storage of the Goods is at Supplier's cost and risk.

The consequences of breakdowns in production, which are due to the poor quality of Goods delivered or their delayed supply, shall be borne by the Supplier, irrespective of the Supplier´s fault in such non-conformity or delay. The costs are calculated for each individual case separately, the basis being the loss in turnover due to the production quantity decrease, production standstills or extraordinary change and additional work on account of poor quality or delay.

10. Delivery Deadlines and Delays

The agreed delivery deadlines and delivery periods are binding. Unless agreed otherwise in writing, the delivery deadline is the date shown on the Supplier's order confirmation. The delivery deadline/delivery period shall be deemed to have been fulfilled once the goods have been delivered to/rendered at the delivery address shown on the order.

The Supplier shall immediately notify the Customer in writing as soon as the Supplier becomes aware that timely delivery of all or part of the Goods will not be feasible and inform the Customer on the reasons and the anticipated length of the delay. Once notification has been sent, the Customer, at its own discretion, is entitled to immediately withdraw from the entirety of or the affected part of the contract and to demand payment of damages on grounds of non-performance.

In the event of a delayed delivery – including if that only applies to certain parts of the Goods –the Customer may charge a penalty of 0,5% of the value of the delayed Goods for each day of delay with a maximum of 10% of the value of the delayed Goods in total. The Customer may claim additional damages exceeding such delay, both irrespective of acceptance of such delayed delivery or its rejection. The Customer may also arrange for a substitute delivery with an alternative supplier (cover purchase).

If there are explicit provisions stating that the Goods shall be provided on a specified date (fixed-date transaction), in the event of delay the Customer is entitled to withdraw from the contract without setting a follow-up deadline and to claim damages. If the Customer withdraws, this does not entitle the Supplier to assert any claims against the Customer.

The acceptance of a delayed delivery by the Customer does not constitute a waiver of any damages and/or warranty claims.

11. Duties and Charges

Unless agreed otherwise in writing in a given case or stipulated otherwise in applicable legislation, all duties and charges, which are payable based on the Goods shall be borne by the Supplier. This also applies if the Customer has to obtain an international import certificate in order to import the Goods in question.

12. Invoices and payments

The payment term begins on the date of receipt of the correctly issued invoice.

All invoices for the Goods supplied according to this order shall be submitted for payment to the addressee, unless the person or the company, to whom the order was addressed, notifies the Supplier otherwise prior to delivery.

The invoice shall be issued no later than at the end of the month for a delivery carried out in the respective month. Invoices shall only be deemed proper if they comply with local VAT regulations. Invoices, which contain material or arithmetic defects or errors shall not be deemed to be due for payment. In such instances, the payment period shall not start to run until a corrected invoice has been received. Payment shall not constitute acknowledgement that the Goods were delivered on time, are defect-free, and shall not waive warranty claims or damages claims.

The Customer is entitled to offset amounts, which are payable by it or an affiliate of the Customer against the Supplier or its affiliates, or to withhold said amounts. The Supplier shall refrain from assigning its claims against the Customer to third parties or arranging for them to be collected by third parties unless it has the Customer's written consent. Moreover, the Supplier is not entitled to offset its own claims against claims of the Customer.

13. Origin of goods

The Supplier shall be obliged to submit to the Customer a valid confirmation about the origin of the goods upon delivery at the latest. The Supplier shall be obliged to submit a Short-term or Long-term Supplier's declaration for products having preferential origin status, in which the customs tariff for the delivered goods shall be quoted. The Supplier shall be obliged to submit the Customer a proper declaration, even if the goods are not of preferential origin.

14. Warranty

In case of non-conformities of the goods the Customer shall be entitled to choose between replacement and repair within an appropriate deadline set by the Customer. The Supplier also undertakes to carry out such rectification of defects also in multi-shift operation or in overtime or production hourly rate if this is necessary for urgent operational reasons on the part of the Customer and is reasonable for the Supplier. The Customer shall not be obliged to make more than 1 (one) attempt of replacement or repair to rectify the defect. For Goods supplied under warranty provisions, the warranty period shall start anew. In case of major non-conformities the Customer shall have the right to rescind or to receive a price reduction. The limitation period for warranties and guarantees shall be 24 months for movables and 60 months for immovables from receipt through the Customer. The Supplier shall bear the burden of proof for compliance of the goods at the time of receipt through the Customer.

The Supplier further guarantees that the goods are not encumbered by third-party rights and were manufactured, acquired and marketed without infringing any confidentiality requirements, industrial property or other protective rights or fair competition provisions. Moreover, the Supplier guarantees that use of the contractual goods will not wholly or partly, or directly or indirectly, infringe industrial property rights or intellectual property rights of third parties, and the use thereof will not result in unauthorized disclosure of commercial or business secrets or other confidential information of third parties.

If a third party alleges to the Customer that its rights have been infringed due to use of the goods and asserts a claim (e.g., a cease & desist claim or a damages claim), the Supplier shall obtain the necessary usage rights for the Customer by drawing up a license agreement. If this is not done within a reasonable deadline, the Customer, at its own discretion, is entitled to withdraw from the contract or to demand a commensurate price reduction and appropriate damages.

15. Force Majeure

Cases of force majeure shall entitle the affected Party to suspend performance of its obligations for the duration of such obstacle including a reasonable start-up time after ending of such obstacle. If performance is delayed due to force majeure for more than three months, the other Party is entitled to withdraw from the transaction.

Events of force majeure include, but are not limited to: all impacts of natural disasters, such as earthquakes, lightning, frost, storm, floods; further war, changes in law, official interventions, seizure, including obstacles such as explosion, fire, strikes, sabotage and all other events that are to be considered unavoidable or unforeseeable and could only be remedied by investing unreasonable costs and commercial means.

16. Compliance and Anti-Corruption

The Supplier represents, warrants and undertakes to the Customer that, in connection with each transaction, the Supplier and its employees, representatives, subcontractors and affiliates and any other person acting on the Supplier's behalf comply with all relevant and applicable laws, legislation and regulations within its area of jurisdiction pertaining to the environment, social and working conditions, fire, health and safety, and labour issues as well as comply with the applicable supply chain due diligence legislation, including without limitation any such legislation applicable in the jurisdiction of the relevant Customer entity. The Supplier, in particular, guarantees that during the entire manufacturing process including any subcontractor's manufacturing process, no child labour is involved and that

the minimum age for workers in the country of production is strictly observed.

The Supplier represents, warrants and undertakes to the Customer that, in connection with each transaction, neither the Supplier nor its employees, representatives, subcontractors or affiliates nor any other person acting on the Supplier's behalf:

- has engaged, or will engage, in any conduct which was or would be an offence under any applicable laws, rules, or regulations including without limitation sanctions, anti-corruption, anti-money laundering, and tax laws; or
- has done, or will do anything, that may put the Customer or any of its affiliates in breach of any sanctions, anti-corruption, anti-money laundering, or tax laws.

The Supplier represents, warrants, and undertakes to the Customer that, in connection with each transaction, neither the Supplier nor its employees, representatives, subcontractors or affiliates nor any other person acting on the Supplier's behalf have authorised, offered, promised, paid or otherwise given, or will authorise, offer, promise, pay or otherwise give, any financial or other advantage to or for the use or benefit of any government official or any private individual (i) for the purpose of inducing or rewarding that person's improper performance of their relevant function or (ii) that would be a breach of any applicable law.

The Customer may terminate any transaction immediately due to breach of its essential terms by the Supplier, upon written notice to the Supplier and without referring to the court, if:

- the Supplier or any of its employees, representatives, subcontractors or affiliates or any other person acting on the Supplier's behalf is (or the Customer reasonably suspects is) in breach of any sanctions, anti-corruption, anti-money laundering or tax laws;
- the Supplier has, or the Customer reasonably suspects that the Supplier has, breached any of the representations, warranties and undertakings given by the Supplier in Paragraphs 1) to 3) of this Article, irrespective of whether such breach is minimal or trivial in nature or if, at any time, the representations, warranties and undertakings given by the Supplier in Paragraphs 1) to 3) of this Article are not true and accurate in all respects;
- the Supplier or any of its employees, representatives, subcontractors or affiliates or any other person acting on the Supplier's behalf has committed a crime (other than a minor traffic offence); or
- the Supplier fails to cooperate fully with any audit or investigation pursuant to Paragraph 5) of this Article.

Although the Customer has the right to assume that the Supplier is fulfilling his responsibilities under this Article (and, therefore, has no obligation to monitor, review and/or audit the Supplier's compliance), the Customer may at reasonable times and on reasonable notice monitor, review and/or audit the Supplier's compliance with Paragraphs 1) to 3) of this Article and the Supplier agrees that these Paragraphs are essential terms of any transaction.

The Supplier shall cooperate with, and provide any information and assistance reasonably requested by the Customer in connection with any monitoring, review and/or audit conducted pursuant to Paragraphs 5) of this Article. If requested by the Customer, the Supplier shall participate in any training the Customer may wish to provide in connection with any of the matters referred to in Paragraphs 1) to 3) of this Article or the Customer's obligations under any transaction.

The Supplier shall hold harmless, defend and indemnify the Customer from and against damages or claims asserted by third parties (including any associated fines of governmental authorities as well as all associated costs and expenses, in particular the costs of legal representation) and shall reimburse the Customer for all associated and resulting damages, costs, expenses and disadvantages and/or other consequences.

17. Industrial Property Rights of Third Parties

Irrespective of what is stated in Article 14 and regardless of culpability, the Supplier guarantees that the Goods or the use thereof do not directly or indirectly infringe patents, utility models, brands, trademarks, trade names, registered design/designs, copyright or other protective rights of third parties of any kind, including but not limited to commercial and/or business secrets and know-how. The Supplier shall hold harmless, defend and indemnify the Customer from and against damages or claims asserted by third parties (including all associated costs and expenses, in particular the costs of legal representation), and shall reimburse the Customer for all associated and resulting damages, costs, expenses and disadvantages and/or other consequences; this applies in particular also to matters relating to or arising from indirect patent infringement.

18. Damages; Product Liability

The Supplier shall be liable for all damages which are caused by the Supplier or its subcontractors, suppliers or other parties used by the Supplier for contractual performance, regardless of the degree of culpability and shall hold harmless, defend and indemnify the Customer from and against all such damages or claims (including all associated costs and expenses, in particular the costs of legal representation). The Customer's claim to compensation shall cover the entirety of the damages, including but not limited to lost profits and all consequential damages suffered by the Customer, its contractual partners and/or end customers, and its contractual partners and/or end customers shall be entitled to assert such damages claims directly against the Supplier (contract for the benefit of third parties). In the event of a product recall carried out by the Customer or its customers, the Supplier shall bear the cost thereof regardless of its culpability, unless it can prove that the Goods supplied by it were not causal for the product recall. The Supplier warrants that all Goods delivered under this Agreement are free from defects in design, materials, workmanship and instructions for use, and fully comply with all applicable statutory product liability and safety laws and regulations in the Customer's jurisdiction. The Supplier guarantees in particular that based on the prevailing state of the art of science and technology at the time the items were marketed, no defects could be found in the delivered products. The Supplier shall send the Customer a written notification concerning any planned changes in the materials, production processes or other changes relating to the provision or composition of the Goods. The Supplier shall refrain from making any such changes unless it has the Customer's explicit written consent, which shall not be withheld without good reason. The Supplier shall provide the Customer with all information (e.g., operating instructions, warning labels, approval regulations) necessary for ensuring the delivery of defect-free products as defined in the Product Liability Act or other applicable product liability provisions. If the Supplier becomes aware of subsequent circumstances which could cause a product defect as defined in the Product Liability

Act or other applicable product liability provisions, it shall immediately send the Customer written notification and reimburse all costs and expenses associated with the recall of defective products (if applicable). Limitations of any kind on the Supplier's obligations under the Product Liability Act or other applicable product liability provisions, or limitations of any kind on the Customer's entitlement to assert damages under the Product Liability Act or other applicable product liability provisions, shall be deemed invalid. If claims are asserted against the Customer by a third party, the Supplier shall hold harmless, defend and indemnify the Customer from and against such damages and claims. The Supplier shall provide the names of the manufacturer or upstream supplier of the defective product if at any time asked to do so by the Customer.

19. Confidentiality

The Supplier is obliged not to disclose any technical or commercial information of the Customer of which it becomes aware in the connection with the contractual relationship, without the Customer's prior written consent. Especially, confidential information shall not be disclosed. The following in particular are deemed confidential information, regardless of whether they relate to the Customer, its affiliates or its customers/business partners: any information, documents, drawings, data, data on electronic storage media, processes and process steps, compositions, formulae, machinery, systems, templates, objects, market and marketing information, technical and commercial information, commercial and business secrets, financial information, business models and business processes or other information that merits protection which, before or after the conclusion of the contract, are knowingly or unknowingly handed over to the Supplier in written, graphical, oral, visual, or electronic form, or via the sending of a product or product sample, during a company visit or in any other way, or which pass into the Supplier's realm of control and/or of which it becomes aware, as well as any copies or other information derived therefrom (referred to as "**Confidential Information**").

The following is not deemed Confidential Information: information which in its totality and in the precise structure and composition of its components was, as of the date on which the information was disclosed, demonstrably already generally known to or easily accessible by individuals in circles that customarily deal with such types of information.

The Customer's prior written consent is required in each individual case for any disclosure of Confidential Information or for use of the Confidential Information for own purposes or a third party's purposes, regardless of whether all or part of the information is used, whether it is modified or processed, or is part of other information. This also applies to scientific publications. Furthermore, the Supplier shall only use the Confidential Information in connection with provision of the Goods, and during and after the end of order fulfilment shall not use it for its own purposes or for other parties' purposes, and shall handle the information in a manner that allows the Supplier to return it after the contract has been fulfilled. In particular, the Supplier shall not attempt to obtain any findings or draw any conclusions from the Confidential Information, nor trace back to the information which underlies it, nor to analyze it through observation, assessment, reverse-engineering or testing. Orders and work relating to them shall also be deemed Confidential Information and therefore kept confidential.

The Supplier shall give access to Confidential Information only to employees who are directly entrusted with the execution of the order and whose knowledge of the Confidential Information is essential for the execution of the contract and who are bound by a prior written non-disclosure agreement. The Supplier shall ensure that all documents and materials which might contain Confidential Information of the Customer are safeguarded and protected against access by third parties and unauthorized employees.

The Supplier requires explicit written permission if it wishes to indicate or draw attention to the business relationship with the Customer in advertising materials or publications of any kind.

If there are grounds for suspecting infringement of these confidentiality provisions, the Supplier shall bear the burden of proof for demonstrating that the Confidential Information was already known to the general public on the contract date or was disclosed without its involvement or responsibility.

Vis-a-vis the Customer the Supplier is jointly and severally liable along with any third party to whom Confidential Information was disclosed by the Supplier, or by whom Confidential Information was disclosed to the Supplier, for any infringement of the confidentiality provisions herein.

The Supplier hereby acknowledges that infringement of the Supplier’s confidentiality obligations could cause immediate or irreparable damage, for which statutory damages might be inadequate. For each case of infringement of this contract by the Supplier and/or a person to whom the Supplier has disclosed the information in question, the Supplier shall pay the Customer liquidated damages of EUR 50,000, regardless of further claims or legal remedies of the Customer. The defense that a series of infringements should be treated as one continuous infringement is barred. Insofar as legally permissible, the contractually agreed liquidated damages shall not be subject to judicial intervention or assessment for appropriateness and shall be independent of the damages caused.
The Customer shall not be liable for ensuring that the use of the Confidential Information does not infringe the intellectual_property rights, copyright and/or other rights of third parties, and/or for damages caused to the Supplier or a third party._The Customer is completely at liberty to utilize and make use of the Confidential Information in any manner it wishes.

This Article 19 shall continue to apply after the contractual relationship has been ended or has ceased.

20. Cancellation of Contract

Regardless of any other grounds for ending the contract set forth in these GPC of Purchase, is entitled to terminate all contractual relations with immediate effect if there are significant grounds. The following in particular shall be considered significant grounds:

a. Bankruptcy proceedings are opened for the Supplier's assets, or opening of bankruptcy proceedings is rejected due to lack of assets;
b. There are circumstances which make the proper provision of the Goods impossible;
c. the Supplier itself or a person used by it to provide the Goods infringes major contractual provisions or confidentiality obligations;
d. repeated delivery delays and/or repeated client warranty claims;
e. There is a change in the direct or indirect legal or commercial means for exercising control at the Supplier (change of control);

The ending of all or individual contractual relations shall not affect the validity of Articles 11, 14, 15, 16 and 19 and those

Articles shall continue to remain in effect after the ending of contractual relations.

21. Consent to Transfer of Contractual Relationship

The Supplier hereby agrees that the Customer may transfer the contractual relationship as a whole to an affiliate of the Customer (independently of the shareholding percentage). In such instances, based on written notification, the affiliate specified by the Customer shall take over all obligations and claims arising from the legal relationship and shall assume all of the Customer's organizational and other rights. However, the Customer shall continue to be jointly and severally liable to the Supplier for obligations arising from the contractual relationship, including payment of the remuneration.

22. Data Handling and Data Protection

The Supplier is notified and agrees that the data is processed by the software system of Customer.

If the Supplier processes personal data for and on behalf of the Customer in connection with the provision of Goods, it shall comply with relevant legislation, in particular Data Protection Act [*DSG*] (as amended from time to time) and the EU General Data Protection Regulation Applicable to the Customer. Accordingly, the Supplier shall enter into a controller/processor contract as defined in Art. 28 of the EU General Data Protection Regulation. Furthermore, if data are transferred – to the Supplier or its subcontractors – to a recipient domiciled in a country outside the European Economic Area and this is absolutely necessary for the performance, the Supplier is obligated to conclude EU standard contract clauses or equivalent contract templates issued by the European Commission as appropriate safeguards as defined in Art. 46 Paragraph 2 lit. c and d of the EU General Data Protection Regulation, (ii) agree on supplementary measures, if required, and (iii) provide Customer with a Transfer Impact Assessment upon request.

23. General provisions

If a provision of these GPC is ineffective, invalid or unenforceable, this shall not affect the effectiveness, validity or enforceability of the other provisions. In such cases, the provision shall be replaced by one, which in terms of commercial outcome approximates to it as closely as possible and is not ineffective, invalid or unenforceable. The same applies to contractual gaps.

Wherever the GPC make reference to the form "in writing" without further indications, it is to be understood to mean either signed by both parties, or by fax, e-mail, or electronic data interchange (EDI).

In order to be valid, any changes or amendments to these GPC or other contractual agreements between the Customer and the Supplier shall be carried out in writing. The same applies to deviations from the requirement regarding written form.

Any dispute between the Supplier and the Customer shall be settled amicably. In case that an agreement is not reached within two months, the dispute shall be settled before the court competent for the seat of the Customer or, upon the sole choice of the Customer, before the court competent for the seat of the Supplier. The law of the state in which the Customer has its place of business shall apply, however excluding the conflict of law provisions and UN Convention on the International Sale of goods ("**CISG**").