

## General Terms and Conditions of Purchase (GTCP)

Version 15.09.2022

### 1. Scope, Form

1.1 These General Terms and Conditions of Purchase (hereafter referred to as GTCP) apply especially to contracts relating to the purchase and/or the supply of movable goods, irrespective of whether the Contractor produces the supplies or services itself or purchases these from third parties (Sections 433, 650 BGB [German Civil Code]). These terms and conditions shall apply as amended as a framework agreement also to future contracts relating to the purchase and/or supply of movable goods with the same Contractor without SPL Powerlines Germany GmbH and all of its affiliated group companies as defined by Section 15 AktG [German Stock Corporation Act] (hereafter referred to as the Purchaser) having to refer to them again in each individual case.

1.2 These GTCP shall apply exclusively. In particular, the Purchaser shall only be bound by the Contractor's General Terms and Conditions to the extent these correspond to the Purchaser's GTC or the Purchaser has agreed to them in writing. This requirement of agreement shall also apply if the Purchaser, knowing the Contractor's General Terms and Conditions, accepts the Contractor's delivery without reserve. The same shall apply to regulations contained in any other of the Contractor's documents (e.g. specifications, data sheets, technical documentation, advertising materials).

1.3 Individual agreements entered into with the Contractor in specific cases (including collateral agreements, supplements and amendments) shall take priority over these GTCP. For the contents of such agreements a written contract and/or the Purchaser's written confirmation shall be authoritative subject to proof to the contrary.

### 2. Order, order acknowledgment, obligation to inform

2.1 Orders as well as supplements, changes and collateral agreements regarding purchase orders shall be placed/made exclusively based on and including these GTCP.

2.2 The Contractor shall be obliged to confirm the contents of the purchase order to the Purchaser in writing within one week (order acknowledgement). Should the Contractor fail to acknowledge the purchase order within this period of time, the Contractor shall be bound by the contents of the purchase order. Alternatively, the Purchaser may cancel the purchase order. Such cancellation shall be made in writing within one week following the expiry of the period stated in Clause 1 hereof.

2.3 Should the order acknowledgement deviate from the purchase order, the Purchaser shall only be bound by it if the Purchaser has agreed to such deviation in writing. The Purchaser's unconditional acceptance of deliveries or services or silence or payments shall not be deemed to be consent.

2.4 The Contractor confirms that it had all information necessary for the fulfilment of its obligations from the purchase order at its disposal at the point of time the Contractor accepted the purchase order. The Contractor shall immediately notify the Purchaser of any obvious errors (e.g. spelling and arithmetic mistakes) and any incompleteness of the purchase order including the order documents and further documents on which the order is based and which were made available by the Purchaser, but not later than within eight (8) calendar days from the transmission of the above documents. Otherwise the contract will not be deemed to have been concluded.

2.5 The Contractor undertakes to inform the Purchaser about the existence of an embargo or an export/import restriction on the goods. This shall also apply in case an embargo or an export/import restriction is ordered or enters into force between the conclusion of the contract and the delivery.

2.6 Should a part or all of the goods fall under the scope of the dual-use items regulation, the Contractor shall notify the Purchaser thereof, shall make the necessary declarations and obtain the required permits for the export and import of the goods.

2.7 The Contractor shall be answerable for the procurement of the goods ordered and the necessary goods and services provided by sub-suppliers even without any fault on the Contractor's part with the exception of defects of title that are not the Contractor's fault.

### 3. Rights of utilisation, inventions

3.1 The Contractor grants the Purchaser the non-exclusive, transferable, worldwide and perpetual right

3.1.1 to use the supplies and services including the associated documentation, to integrate them into other products and to distribute them;

3.1.2 to use software and the associated documentation (hereafter jointly referred to as "software") or allow it to be used;

3.1.3 to sub-licence the right of utilisation granted under subsection 3.1.2 to affiliated companies as defined by Section § 15 AktG (hereafter referred to as "affiliated companies"), commissioned third parties, other distributors and end customers provided such software is individual software;

3.1.4 to give affiliated companies and other distributors by way of licence the right to grant end customers the right of utilisation under subsection 3.1.2;

3.1.5 to use software for integration into other products, especially to copy it for installation in hardware or have it copied by affiliated companies or other distributors.

3.2 In addition to the right granted under subsection 3.1, the Purchaser, its affiliated companies and other distributors are entitled to allow end customers the transfer of the software licences.

3.3 All sublicenses granted by the Purchaser must ensure adequate protection for the Contractor's intellectual property of the software by using the same contractual provisions that the Purchaser uses for the protection of its own intellectual property.

3.4 Where working results are generated which can be protected by industrial property rights, the Contractor shall be obliged to notify the Purchaser thereof in writing without delay. The Purchaser shall be free to have such property rights entered in its own name. The Contractor shall assist the Purchaser comprehensively for this purpose and especially make any required information available to the Purchaser and make all declarations and take all action required for this. The Contractor shall not be permitted to have such entry made in its own name or in the name of a third party or to support third parties directly or indirectly for this purpose. The provisions of the German Employee Invention Act shall apply to any inventions and technical improvements.

### 4. Delivery, time of performance, penalty in the event of impairment of the performance of an obligation

4.1 Deliveries shall be made to the place of delivery stated in the purchase order. If the destination is not stated and unless otherwise provided, deliveries shall be made to the Purchaser's place of business. The respective destination shall also be the place of performance for the delivery and any rectification (duty to deliver).

4.2 The delivery time stated by the Purchaser in the purchase order shall be binding. If the delivery time is not stated in the purchase order and unless otherwise provided, the delivery time shall be two (2) weeks from the date of the conclusion of the contract.

4.3 The Purchaser shall be entitled to change the place of performance, the goods or service provision period and the conditions for the delivery of the goods by making such change known to the Contractor within a reasonable period of time prior to the shipping date. This shall not apply if the Purchaser in orderly conduct of affairs could have known such change and informed the Contractor already on the date of the conclusion of the contract or if the changes are unreasonable for the Contractor. By providing an according calculation including any supporting documents, the Contractor shall inform the Purchaser immediately but not later than within eight (8) calendar days upon the receipt of the notification of change about any additional costs resulting from such change. Should the change result in extra costs, the Purchaser shall bear such extra costs.

4.4 Concerning the timeliness of deliveries or rectifications, the receipt at the place of delivery stated by the Purchaser shall be decisive; concerning the timeliness of deliveries with erection or assembly and services, their acceptance shall be decisive.

4.5 Should the Contractor become aware of a delay of the delivery of goods or services and/or a rectification, the Contractor shall notify the Purchaser thereof immediately and obtain the Purchaser's decision.

4.6 Should the agreed period of time be exceeded for reasons the Contractor is responsible for, the Purchaser shall be entitled to charge a penalty in the amount of 0.2% but not more than 5% of the gross invoiced amount for each full or partly workday of the delay. Should the Purchaser refrain from stating its reservations when accepting the goods services or rectifications, the Purchaser may nevertheless claim the penalty until the final payment.

4.7 This shall not affect any further or other legal claims of the Purchaser.

4.8 The Contractor shall only have the right to offset or of retention in case of counterclaims that have become res iudicata or are undisputed.

### 5. Passing of the risk, shipping, packaging, default in acceptance, safety regulations

5.1 In case of deliveries with erection or assembly and in case of services the risk shall pass upon acceptance, in case of deliveries without erection or assembly the risk shall pass upon the receipt of the goods at the place of delivery stated by the Purchaser.

5.2 Unless otherwise provided, the shipping and packaging costs shall be at the Contractor's expense. If prices are stated ex the Contractor's works or sales depot, the Contractor shall ship the goods at the lowest costs unless the Purchaser has requested a special kind of transport. Any additional costs arising due to the Contractor's failure to comply with a shipping instruction shall be at the Contractor's expense. If prices are stated free domicile (buyer's address), the Purchaser can also determine the kind of transport. The Contractor shall bear any extra costs incurred if express delivery is necessary in order to meet a delivery deadline.

5.3 Packing slips or delivery notes stating the contents and the complete order codes shall be enclosed with each delivery. The Contractor shall notify the Purchaser of immediately of the dispatch of the goods and provide the same information.

5.4 The Contractor undertakes to indicate the country of origin on all goods supplied and to hand over all export documents and export licences from the country of origin as well as all permits and documents that are necessary for the import of the goods into Germany or into the final country of destination agreed on. The Contractor shall indemnify the Purchaser from any liability relating to any costs, duties, penalty charges, damage claims, costs of compromises and settlements as well as any statutory legal fees incurred by the Purchaser due to an omitted or wrong indication of the country of origin by the Contractor.

5.5 The Contractor undertakes to use environmentally friendly packaging materials that allow reuse and/or inexpensive disposal. Polystyrene chips are not permitted as packaging materials. The packaging shall ensure protection of the goods against damage, soiling and humidity during transport and storage so that they can be assembled at the Purchaser's site or the site of company commissioned by the Purchaser without any additional expenditure for the Purchaser. Adequate protection is to be ensured by suitable packaging materials and/or stiffeners in order to eliminate any risk of deformation the contractual products as a result of shocks, acceleration or deceleration during transport. Special protection shall be provided for sealing faces.

- 5.6 Instructions that are important for the contents, the storage and transportation of the goods must be visibly attached to the packaging.
- 5.7 When heavy parts are shipped, the Contractor shall supply devices for transport with lifting equipment upon the Purchaser's request or identify the places where crane tackles can be attached; special transport tools are to be avoided.
- 5.8 If returnable package is used, it will be returned to the Contractor's address at the Contractor's expense.
- 5.9 The statutory provisions shall apply to the Purchaser's default in taking delivery subject to the following conditions: The Contractor shall expressly offer its goods or services even if a fixed or fixable calendar time has been agreed on for an activity or the assistance of the Purchaser (e.g. provision of material). Should the Purchaser be in default of acceptance, the Contractor shall be entitled to claim compensation for its additional expenditure pursuant to the statutory provisions (Section 304 BGB). Should the contract provide for a specific item to be produced by the Contractor (one-off production), the Contractor shall only have further rights if the Purchaser has obliged itself to provide assistance and is responsible for the failure to provide assistance.
- 5.10 If providing services on site, the Contractor shall comply with the Purchaser's health and safety regulations and measures that apply to companies working on site and which are transmitted or announced by the Purchaser. This shall not affect the Contractor's obligation to comply with any other safety and accident prevention regulations.

## 6. Prices and invoices

- 6.1 Unless otherwise agreed in an individual case, the price shall include all goods, services and incidental work provided and/or performed by the Contractor (e.g. assembly, installation) as well as all related costs (e.g. proper packaging, transport charges including transport and third-party liability insurance, if any). The Contractor shall take back packaging materials upon the Purchaser's request.
- 6.2 Invoices shall state the order codes as well as the numbers of each item. Invoices shall not be payable as long as this information is missing.
- 6.3 Invoices shall be sent exclusively in electronic form to the email box [invoice@powerlines-group.com](mailto:invoice@powerlines-group.com).

## 7. Payments

- 7.1 Unless otherwise agreed, payments shall become due within fourteen (14) calendar days less 3% early-payment discount or net within sixty (60) calendar days.
- 7.2 The payment period shall begin to run as soon as the delivery or service has been completed and the Purchaser has received the Contractor's properly issued invoice. Where the Contractor is obliged to furnish material tests, test reports, quality documents or other documents, the Purchaser's receipt of these documents is a prerequisite for the delivery and services being completed. The deduction of the discount shall also be permissible if the Purchaser makes a set-off or withholds payments at a reasonable amount because of defects; the payment period for the amount withheld because of defects shall begin to run after the complete rectification of the defects. The acknowledgement of receipt of the advice of payment by the Purchaser's credit institution shall be decisive for the timeliness of the payment. The Purchaser shall not be responsible for any delays caused by the credit institution involved in the payment transaction.
- 7.3 If the Contractor is an entrepreneur, the Purchaser shall only be in default if it fails to make payment upon the receipt of a reminder sent by the Contractor after the purchase price has become due.
- 7.4 If the Purchaser fails to make payment when due, the Purchaser shall pay interest for delay in the amount of five (5) percentage points above the base rate pursuant to Section 247 BGB. The Purchaser shall not be liable to pay interest after the due date.
- 7.5 Payments shall not be deemed acceptance of the goods and services as being according to contract.

## 8. Receipt inspections

- 8.1 The statutory provisions (Sections 377, 381 HGB [*German Commercial Code*]) shall apply to the Purchaser's commercial duty to examine and the requirement of making a complaint in respect of a defect immediately upon receipt of the goods subject to the following conditions: The Purchaser's duty to examine shall be limited to defects that become obvious during visual inspection of the goods including the delivery documents and the random sample quality control when the goods are received (e.g. damage during transport, incorrect or incomplete deliveries). If acceptance has been agreed upon, there shall be no duty to examine. Apart from that it shall depend on how advisable an inspection will be in consideration of the circumstances of the individual case in the ordinary course of business.
- 8.2 This shall not affect the Purchaser's duty to make a complaint in respect of defects that are detected at a later point of time. In any case, the Purchaser's complaint (notification of defect) shall be deemed to have been made immediately and in due time if the Contractor receives such complaint within eight (8) working days after the Purchaser's detection of such defect.

## 9. Quality assurance

- 9.1 The Contractor shall install and maintain a quality assurance system according to EN ISO 9001, which meets the latest requirements of the metal industry and complies with the applicable German and European environmental legislation.
- 9.2 The Purchaser and/or the client or its agent shall be authorised to conduct audits in the production facilities of the Contractor and those of its suppliers during usual business hours. The Contractor and its suppliers shall furnish all available test facilities, test devices and workers necessary for the performance of tests by the Purchaser and/or the client or its agent during the audits.

- 9.3 The Contractor's responsibility for the fulfilment of its obligations shall not be influenced by the fact that employees of the Purchaser and/or the client and/or an authorised representative have inspected or approved the Contractor's work. The Purchaser will not assume any responsibility due to this. Approvals of drawing or manufacturing prerequisites shall be excepted therefrom.
- 9.4 The Contractor shall agree on the same quality assurance measures with its suppliers and shall grant the Purchaser according rights. Upon the Purchaser's request, the Contractor shall furnish proof to this effect.

## 10. Liability for defects

- 10.1 Unless otherwise provided below, the statutory provisions shall apply to the Purchaser's rights in the event of defects in quality and in title (including incorrect or incomplete deliveries as well as improper assembly and defective assembly-, operating- or instruction manuals) and any other breaches of duty by the Contractor.
- 10.2 Under the statutory provisions, the Contractor shall especially be liable for the goods having the agreed quality upon the passing of the risk. In any case, those product descriptions which – in particular by designation or reference in the purchase order – are the subject of the respective contract or have been incorporated into the contract in the same manner as these GTCP shall be deemed to be the agreement on quality. It shall not matter in this case whether the product description comes from the Purchaser, the Contractor or the manufacturer.
- 10.3 Should serial faults and/or defects occur systematically, the Contractor shall be obliged to replace all parts of the goods affected. This shall also apply to such parts where the serial fault and/or the systematically occurring defect did not become obvious right away. In addition to this, the Contractor shall be obliged to remedy any damage at its own expense. If, by comparable cause of fault, a fault occurs in a least 10% of a production batch, this shall be deemed a serial fault.
- 10.4 Notwithstanding Section 442 Subsect. 1 Clause 2 BGB, the Purchaser shall have the unrestricted right to assert claims based on defects even if the Purchaser has not become aware of the defect upon the conclusion of the contract as a consequence of gross negligence.
- 10.5 Irrespective of the passing of the risk of the delivery, the Contractor shall bear the costs and the risk of the measures required for the purpose of rectification (e.g. costs of return and transport, travel expenses, labour costs and the costs of material, disposal, assembly and dismantling).
- 10.6 Should the Contractor fail to fulfil its obligation of rectification – by elimination of the defect (repair) or by the supply of a product free of defects (replacement) at the Purchaser's option – within a reasonable period of time set by the Purchaser, the Purchaser may remedy the defect itself and claim compensation for the expenses necessary for this purpose and/or an according advance payment.
- 10.7 Should rectification by the Contractor have failed or should special circumstances exist which in consideration of the parties' mutual interests justify the Purchaser's immediate cancellation of the contract, no period needs to be set for the assertion of the Purchaser's rights relating to complaints in respect of defects. Such case shall be deemed to exist in particular if the Purchaser, in order to prevent delays on the Purchaser's side or in case of any other urgency, is interested in the immediate performance of the contract and if the Purchaser's requesting the Contractor to eliminate the defect within a reasonable of time would not be reasonable for the Purchaser. The Purchaser shall notify the Contractor thereof immediately, if possible in advance. This shall not affect the statutory provisions relating to the dispensability of setting a deadline.
- 10.8 Apart from that, the Purchaser shall be entitled to reduce the purchase price or withdraw from the contract under the statutory provisions in the event of a defect in quality or in title. In addition to this, the Purchaser shall be entitled to claim compensation for damage and expenditure under the statutory provisions. The provisions relating to the dispensability of setting a deadline in Section 10.7 herein shall apply accordingly.
- 10.9 Notwithstanding Section 438 Subsect. 1 No. 3 BGB, the general limitation period for claims based on defects shall be three (3) years from the passing of the risk. If acceptance has been agreed on, the limitation period shall begin to run on the date of acceptance. The three-year limitation period shall apply accordingly also to claims based on defects in title but this shall not affect the statutory limitation period for third parties' claims for return of property (Section 438 Subsect. 1 No. 1 BGB). In addition to this, claims based on defects in title shall not become statute-barred in any case as long as the third party – especially due to the absence of limitation – can still assert the right against the Purchaser.
- 10.10 The limitation periods under sales law including the above extension under Section 10.9 shall apply – to the extent permitted by law – to all contractual claims based on defects, unless the application of the limitation periods in Sections 438 Subsect. 1 No. 2 and Section 634a Subsect. 1 No. 2 BGB results in a longer limitation period in the individual case.
- 10.11 Concerning a defect resulting in the necessity of rectification, the limitation period shall begin to run anew upon the completion of the rectification measure.
- 10.12 Unless otherwise specified in Sections Ziffer 10.9, 10.10 and 10.11 above, any claims of the contracting parties shall become statute-barred pursuant to the statutory provisions.
- 10.13 The Contractor shall bear the costs it incurred for inspection and rectification even if it turns out that there actually was no defect. This shall not affect the Purchaser's liability for damages in case of an unjustified request to remedy the defects; in such case, the Purchaser shall, however, only be liable if it realised or grossly negligently failed to realise that there was no defect.

## 11. Supplier's recourse

- 11.1 Besides the right to assert claims based on defects, the Purchaser shall have the unrestricted right to assert recourse claims within a supply chain under the German Civil Code (supplier's recourse pursuant to Sections 445a, 445b, 478 BGB). In particular, the Purchaser shall be entitled to request precisely the same kind of rectification (repair or replacement) from the Contractor that the Purchaser owes to its client in an individual case.

11.2 Before the Purchaser recognises or settles any claim based on defects asserted by its client (including compensation of expenses pursuant to Sections 445a Subsect. 1, 439 Subsect. 2 and 3 BGB), the Purchaser shall notify the Contractor thereof and, briefly describing the facts, ask the Contractor for a written statement. If the Contractor fails to furnish a substantiated statement within a reasonable period of time and if the parties are unable to reach a solution by common consent, the remedial works claim the Purchaser actually granted to its client shall be deemed owed by the Contractor. In such case, the Contractor shall be obliged to furnish proof to the contrary.

11.3 The Purchaser shall also be entitled to claim supplier's recourse if the defective goods were processed by the Purchaser or another entrepreneur, e.g. by installation into another products.

## 12. Product liability

12.1 If claims are asserted against the Purchaser by its clients or third parties under domestic or foreign product liability regulations because of defects of the Purchaser's products, the Contractor shall be obliged to indemnify the Purchaser against any claims and costs to the extent such claims are also due to defects of the product supplied by the Contractor.

12.2 In addition to this, the Purchaser shall be entitled to request compensation for those costs incurred by the Purchaser due to the Purchaser's having to take hazard control measures, e.g. issue a warning notice or the precautionary recall of a defective product, unless the Contractor furnishes proof that the defect was not caused by it.

12.3 The Contractor shall bear the costs of research into the cause of the hazard (especially expert's fees) as well as the Purchaser's internal administration and processing costs, unless the Contractor furnishes proof that the hazard was not caused by it.

12.4 The Contractor shall take out adequate insurance (at least € 2 million per claim) against all risks arising from product liability including the risk of recall and shall furnish the insurance policy to the Purchaser for inspection upon the Purchaser's request. The Contractor shall maintain such insurance for the period of time during which product liability claims may be asserted against the Purchaser or the Contractor. The Contractor shall inform the Purchaser in advance in writing about the termination and the date of termination of the insurance.

## 13. Liability for the infringement of property rights and other third-party rights

13.1 The Contractor guarantees that no industrial property rights including copyrights or rights of pledge as well as any other third-party rights and encumbrances prevent the contractually agreed use of the goods and that no such third-party rights are violated in connection with the supply, unless the Contractor furnishes proof that it is not responsible for the breach of duty.

13.2 Should any claims be asserted against the Purchaser because of third-party property rights, the Contractor undertakes, at the Purchaser's first written request, to indemnify the Purchaser against such claims, unless the Contractor furnishes proof that it is not responsible for the breach of duty. The Contractor's obligation to indemnify the Purchaser shall cover all expenses the Purchaser necessarily incurs in connection with a claim asserted by a third party.

## 14. Limitation / exclusion of liability

The Purchaser shall not be bound by General Terms and Conditions limiting and/or excluding the Contractor's liability.

## 15. Subcontracting to third parties

15.1 The Contractor shall not be permitted to subcontract products or services to third parties without the Purchaser's written consent and the Contractor's failure to obtain such consent shall entitle the Purchaser to cancel the contract either wholly or in part and to claim damages. The Contractor undertakes to inform the Purchaser about any transaction that results in a change of control of the Contractor's company.

15.2 The Purchaser shall be entitled to transfer its rights and obligations under the purchase order either wholly or in part to one of the Purchaser's affiliated group companies as defined by Section 15 AktG. Such transfer shall be subject to the Contractor's consent which the Contractor may only refuse for good cause or in case of justified reservations with regard to the trouble-free cooperation with the transferee of the contract. The transferee's lack of creditworthiness shall not be deemed good cause if the Purchaser declares in writing that it will guarantee for the financial obligations under the contract – besides the transferee – should the transferee fail to fulfil its obligations.

## 16. Supply of materials and reservation of title

16.1 The Purchaser shall retain title to materials supplied and information furnished by it and shall store such materials and information separately free of charge, shall be identified and managed as the Purchaser's property. Their use shall only be permissible for the Purchaser's orders. In the event of a decrease in value or loss, the Contractor shall furnish replacement and shall be liable even in case of slight negligence. This shall also apply to order-related materials the Contractor gave away and charged for.

16.2 The materials and information shall be processed and reshaped for the Purchaser. The Purchaser shall become the direct owner of the new or reshaped object. Should this be impossible for legal reasons, the Purchaser and Contractor agree that the Purchaser will become the owner of the new object at any point of time of the processing or reshaping process. The Contractor shall store the new object free of charge for the Purchaser and with the diligence of a prudent businessman.

16.3 The transfer of ownership to the Purchaser shall be carried out unconditionally and irrespective of the payment of the purchase price. If in an individual case the Purchaser accepts an offer of transfer of ownership by the Contractor, which is subject to the payment of the purchase price, the Contractor's retention of title shall expire at the latest upon the payment of the purchase price of the goods supplied. Any other forms of retention of title shall be excluded, including but not

limited to the extended and the forwarded retention of title and the extended retention of title for further processing.

## 17. Tools, moulds, samples, software, intellectual property, confidentiality, etc.

17.1 Tools, moulds, samples, models, profiles, drawings, standard sheets, printing templates, software, gauges and know-how or objects produced on their basis as well as any other intellectual property including the Purchaser's rights to them must neither be transferred to third parties nor be used for purposes other than the contractual purposes without the Purchaser's written consent. They must be secured against unauthorised inspection or use. Subject to further rights, the Purchaser can request the return of these items should the Contractor breach these duties.

17.2 The Contractor shall not disclose any knowledge and experiences, documents, project briefs, business transactions and other information obtained from and about the Purchaser as well as the conclusion of the contract and the results to third parties – even beyond the term of the contract – as long and insofar as these have not lawfully become part of the public domain or the Purchaser has given its written consent to such disclosure in an individual case. Where the Purchaser has agreed to the subcontracting of orders to third parties, these parties shall be obligated accordingly in writing.

17.3 The Contractor undertakes to only mention the Purchaser as a reference client and/or promote products the Contractor has developed for the Purchaser under the contract and/or publish press releases or make any other public announcements in the context of the parties' contractual relationship with the Purchaser's prior consent.

## 18. Insurance

18.1 The Contractor shall take out insurance for the transport of all deliveries of goods and provisions of services.

18.2 The Contractor shall be obliged to take out adequate manufacturer's liability insurance for any damage the Contractor is liable for and to furnish proof of such insurance upon the Purchaser's request.

## 19. Assignment of claims

The assignment of claims shall be subject to the Purchaser's prior written consent.

## 20. Right to special termination

Should the Contractor suspend its payments, should a temporary insolvency administrator be appointed or should insolvency proceedings have been opened against the Contractor's assets, the Purchaser shall be entitled to terminate the contract either wholly or in part. In the event of a termination and in order to continue the works, the Purchaser shall be entitled to make use of existing facilities or the goods delivered and services rendered by the Contractor so far against adequate remuneration.

## 21. Compliance and ethics

The Contractor and the Purchaser have been informed about the compliance policy as well as the fundamental ethical principles of the POWERLINES Group as they are published on the company's website at [www.powerlines-group.com](http://www.powerlines-group.com) > company > ethics and undertake to comply with them. The Contractor and the Purchaser undertake to implement rules and procedures in their own companies in order to ensure adherence to the compliance policy of the POWERLINES Group and to conduct regular assessments. Any violation of the provisions contained in the compliance policy of the POWERLINES Group by the Contractor shall be deemed a breach of contract which entitles the Purchaser to terminate the contract for good cause. This shall not affect the Purchaser's right to claim damages.

## 22. Data protection

22.1 If the Contractor comes into contact with personal data, it shall be obliged to comply with the data protection regulations, including but not limited to keeping such data confidential. This obligation shall be totally binding in all respects. The Contractor must not process personal data without the Purchaser's express permission and must not disclose or make such data available to other persons without authorisation.

22.2 Under the EU General Data Protection Regulation (GDPR), processing means any operation performed whether or not by automated means or any such set of operations in connection with personal data such as collection, recording, organisation, structuring, storage, adaptation or alteration, readout, retrieval, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

22.3 Within the meaning of the GDPR, "personal data" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

22.4 Under the scope of the GDPR, violations of the data protection provisions pursuant to Section 42 DSAnpUG-EU [Data Protection Adaptation and Implementation Act] (BDSG-neu – new German Federal Data Protection Act) as well as to other penal provisions are punishable by imprisonment or a fine. Violations of the data protection regulations can also mean a violation of obligations under employment law or an employment contract and have according consequences. In addition to this, the company may be subject to very high fines for violations of data protection regulations which may result in claims for damages against the Contractor.

22.5 The Contractor's obligation shall be unlimited in time and shall survive the end of the purchase order.

22.6 The Contractor undertakes to cooperate with the Purchaser in the event of requests made by the data protection authorities in order to enable the Purchaser to fulfil its accountability and other obligations under the GDPR (e.g. during data processing, data protection) as a “controller under data protection law”. Any rights of retention and/or rights to refuse performance of the Contractor shall be excluded in this respect.

### **23. Supplementary provisions**

23.1 Where these GTCP do not contain a regulation, the statutory provisions shall apply.

23.2 Should one of the provisions contained in these GTCP be wholly or partly invalid or unenforceable, this shall not affect the validity of these GTCP in their entirety. The parties undertake to replace such invalid/unenforceable provision by a valid/enforceable provision coming closest to the contents and purpose of the invalid/unenforceable provision.

23.3 Relevant statements and notifications to be made by the Contractor to the Purchaser must be made in writing to take effect; a simple email shall suffice.

### **24. Place of jurisdiction, applicable law**

24.1 If the Contractor is a businessperson as defined by the German Commercial Law, a legal person under public law or a special fund under public law, the exclusive – also international – place of jurisdiction shall be Bamberg, Germany. The Purchaser shall nevertheless be entitled to take legal action at the place of performance of the delivery duty.

24.2 These GTCP and all legal relationships between the Purchaser and the Contractor shall be governed by the laws of the Federal Republic of Germany to the exclusion of all international and supranational (contractual) legal systems, in particular the UN Sales Convention. The prerequisites and effects of the reservation of title shall be governed by the laws applicable at the place of storage of the goods if the choice of German law is impermissible or ineffective under these laws.