

## General Purchasing Conditions of b1 Engineering Solutions GmbH & Co. KG

(hereinafter "b1")

December 2025

b1's primary contractual language is German. The German version of this General Purchasing Conditions shall be legally binding in all cases. This English text is provided for convenience only. The latest version of the legally binding "Allgemeine Einkaufsbedingungen" can be downloaded from b1's web page and is provided upon request.

### 1. Scope and Exclusion Clause

**1.1** These General Purchasing Conditions (hereinafter "Purchasing Conditions") shall apply to all orders placed by b1 with its suppliers. These Purchasing Conditions shall apply in particular to the purchase of movable goods, regardless of whether the supplier manufactures them itself or obtains them through third parties (hereinafter also "Deliveries"), as well as to the procurement of services and work performances (hereinafter also "Services"). Deliveries and/or Services are hereinafter also referred to as "Subject Matter of the Contract".

**1.2** These Purchasing Conditions shall apply exclusively. Conflicting, deviating or supplementary general terms and conditions of the supplier are hereby rejected and shall not become part of the contract unless b1 expressly agrees to their applicability.

**1.3** These Purchasing Conditions shall apply in their respective current version as a framework agreement for future contracts with the supplier without b1 having to refer to them again. b1 shall inform the supplier of changes to the Purchasing Conditions.

**1.4** These Purchasing Conditions shall also apply to any supplementary or change orders, even if this is not separately agreed.

### 2. Orders, Order Confirmations and Changes

**2.1** Deliveries and Services shall be commissioned exclusively on the basis of individual or blanket orders (hereinafter collectively also "Orders") from b1. Orders require text form to be effective.

**2.2** The supplier shall confirm orders from b1 in writing within the binding period specified therein, if any, otherwise within five (5) business days (Monday to Friday, excluding public holidays at the supplier's registered office) from receipt of the order. Timely receipt of the confirmation by b1 during normal business hours shall be decisive. Orders confirmed in a timely manner shall form a binding contract between the supplier and b1 for the Deliveries and/or Services ("confirmed Order" or "Contract").

**2.3** If the supplier cannot confirm the order in full or in part, it shall immediately notify b1, providing conclusive reasons and stating to what extent the order can be executed. In particular, deviations from the order in an order confirmation must be expressly designated and identified as such. b1 shall then decide at its own discretion whether to maintain or cancel the order.

**2.4** If b1 does not receive confirmation of the order or notification pursuant to Section 2.3 within the period specified in Section 2.2, the order shall be deemed rejected.

**2.5** b1 is entitled at any time to change or cancel orders until receipt of the respective order confirmation from the supplier.

**2.6** Unless otherwise agreed, blanket orders in the form of quantity contracts and delivery schedules serve merely to inform the supplier and are binding on b1 only within the scope of subsequent individual orders (in the case of quantity contracts) or delivery schedule call-offs (in the case of delivery schedules).

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**2.7** The supplier shall independently review the order and any associated documents, requirements, specifications, etc., and shall immediately notify b1 of any inaccuracies, ambiguities, incompleteness, contradictions or deviations from the latest state of the art and any other concerns it may have.

**2.8** b1 may request changes to the subject matter of the contract even after conclusion of the contract, provided this is reasonable for the supplier. The supplier shall immediately inform b1 of any effects, in particular with regard to any additional or reduced costs as well as any shift in delivery times.

**2.9** The supplier shall immediately inform b1 of changes in company name, legal form as well as any (also indirect and/or indirect) changes in its shareholding, shareholder or ownership structure that are material to the business relationship with b1. b1 is entitled to terminate all existing contracts with the supplier for good cause in the event of material changes in legal form and/or shareholding, shareholder or ownership structure.

**2.10** A calculation underlying the supplier's offer serves only to verify the plausibility of the offer and shall not become part of the contract.

### **3. Delivery and Performance Terms, Transfer of Risk and Personnel**

**3.1** Unless otherwise agreed, "DAP" (delivered at place, according to Incoterms in the most recently published version) shall apply to all deliveries with reference to the place of performance specified in the order. If such place is not expressly stated, the place of performance shall be b1's registered office in Munich. Unless otherwise agreed, deliveries may only be made during business hours at the respective place of performance.

**3.2** Unless otherwise agreed, deliveries shall be packaged in a commercially customary manner and adequately protected against transport damage. The supplier shall take back packaging material at its own expense upon request by b1.

**3.3** All order confirmations, delivery notes, packing slips and invoices must contain at least the order number, order date, article or service description, supplier number, delivery quantity, delivery or service date and delivery address. In the event of a processing delay due to missing information, the payment terms pursuant to Section 6.3 shall be extended by the period of the delay.

**3.4** Early deliveries/services and/or partial deliveries/services may be rejected by b1. Return transport shall be at the supplier's cost and risk.

**3.5** The risk of accidental loss and accidental deterioration of a delivery shall only pass to b1 upon delivery to b1 at the place of performance. This also applies if, in deviation from Section 3.1, a dispatch purchase has been agreed. If acceptance has been agreed or is required, the risk shall only pass to b1 upon successful acceptance.

**3.6** If the supplier creates or adapts software as part of its service provision, the supplier shall hand over the created and adapted software to b1 after performing a program test in testable and machine-readable form on a suitable data carrier and, if so agreed, via electronic data transfer, together with the source code and documentation.

**3.7** The supplier shall specify all sub-assemblies, components or technologies of the delivery whose export is restricted by export regulations at the time of conclusion of the contract. The supplier may not deliver any sub-assemblies, components or technologies other than those mentioned in the export control data sheet whose export is restricted by export regulations without prior written approval by b1. Material classified as USITAR must be marked on the sales packaging, transport packaging and in the delivery papers. Additional costs incurred by b1 due to non-compliance with the above provisions shall be borne by the supplier. If an export restriction arises for sub-assemblies, components or technologies of the delivery after conclusion of the contract up to the time of delivery, the supplier shall immediately inform b1 in writing.

**3.8** The supplier warrants that the deliveries and services comply with the applicable environmental protection, accident prevention and other occupational safety regulations, safety technical rules and all other legal requirements

at the place of performance. The supplier shall inform b1 of any special, not generally known treatment and disposal requirements with each delivery.

**3.9** The supplier is responsible for the take-back and disposal obligation according to § 10 Abs. 2 of the Electrical and Electronic Equipment Act (Elektro- und Elektronikgerätegesetz) and bears any costs associated therewith.

**3.10** The supplier performs the services on its own initiative and responsibility. Only the supplier has the authority to give instructions to its employees. The supplier ensures that no integration of the personnel deployed by it into b1's operations takes place.

**3.11** The supplier may only engage subcontractors to fulfil its contractual obligations if the client has previously consented to this in text form. Consent may not be unreasonably withheld by the client. Suppliers of generally available standard products and components on the market are not considered subcontractors within the meaning of these Purchasing Conditions. The supplier shall agree with the subcontractor on confidentiality obligations and data protection obligations that provide no less protection for confidential information and personal data than these Purchasing Conditions. In special cases, b1 may require the supplier to have its subcontractors accede to these Purchasing Conditions.

**3.12** If the services are provided at b1 facilities, the supplier must comply with the safety regulations and information guidelines that apply there, which b1 will make available to the supplier upon request.

**3.13** The supplier is obliged to grant the minimum wage determined within the framework of legal and collective bargaining provisions, in particular the Posted Workers Act (Arbeitnehmerentsendegesetzes, AEntG) and the relevant collective agreements, as well as agreed supplements including contributions to social security, employment promotion and expenses for social security to employees and marginally employed persons. The supplier confirms that it is not excluded from the award of public contracts according to § 19 MiLoG. The supplier shall immediately indemnify b1 in the event of any violations of these obligations. The supplier assumes the obligations that affect b1 and the supplier as joint sureties according to § 1a AEntG alone and in full towards b1.

**3.14** The supplier is obliged to employ only workers who possess a valid work permit and, if applicable, a residence permit. The supplier undertakes to register its employees with social security. b1 is entitled to terminate the contract for good cause if these obligations are not complied with.

**3.15** For defence industry projects, the supplier is obliged to use exclusively such employees for the fulfilment of the contractually owed services whose nationality cannot be attributed to a state listed in the state list (Staatenliste) within the meaning of § 13 Abs. 1 Nr. 17 SÜG. Insofar as further restrictions regarding the nationality of employees apply (such as requirements for nationality of a member state of the European Union), the supplier is obliged to observe these further specifications in the selection and deployment of its employees.

#### **4. Delivery and Performance Time, Delay and Contractual Penalty**

**4.1** Any delivery/performance times specified in the order are binding on the supplier. If no delivery/performance times are specified in the order, deliveries and services must be made immediately. In the case of dates specified by calendar weeks or months, the first business day shall be deemed to have been bindingly agreed.

**4.2** If delivery/performance times are expected not to be met, the supplier shall immediately inform b1 of the reason and the expected duration of the delay. The supplier shall undertake at its own expense all reasonable efforts (e.g., expedited transport, etc.) to eliminate or minimize the delay. In the event of delays for which the supplier is not responsible, the supplier shall be entitled to a reasonable extension of the delivery/performance times upon request. The supplier bears the procurement risk along the supply chain, unless the parties have agreed otherwise.

**4.3** In the event of doubts about the supplier's delivery/performance capability, delivery/performance readiness or adherence to deadlines, b1 may set a deadline for a declaration and submission of proof of delivery/performance

capability, delivery/performance readiness or adherence to deadlines, combined with the threat of withdrawing from the affected contract after fruitless expiry of the deadline.

**4.4** If the supplier is in default with a delivery/service, b1 is entitled to calculate a contractual penalty of 0.2% of the net value of the delayed delivery/service for each business day commenced, but not more than 5% in total. The contractual penalty exists in addition to the claim for performance and serves as the minimum amount of damages. The contractual penalty may be claimed until the final payment becomes due. The reservation of the contractual penalty may also be declared in such a way that the forfeited contractual penalty is deducted from a future payment due. The assertion of further rights and claims, in particular of damages exceeding this amount, remains reserved to b1. Any contractual penalty paid shall be credited against a further claim for damages based on the same cause of damage

## **5. Acceptance**

**5.1** Insofar as the service consists of a work performance (Werkleistung, fixed price contract) or work delivery (Werklieferung), formal acceptance is required. After receipt of the supplier's notification of completion and handover of all documents relating to the service, b1 shall carry out the acceptance within a reasonable period.

**5.2** A formal acceptance protocol shall be prepared for the acceptance. Formal acceptance shall not take place until the supplier has remedied any defects identified. The defect remedy shall be carried out immediately, at the latest within a deadline set by b1.

**5.3** Any fiction of acceptance is excluded. In particular, acceptance shall not be replaced by the fact that b1 uses the service or part of the supplier's service due to operational necessities or provides payment for it.

**5.4** Partial acceptances are excluded unless expressly agreed otherwise.

**5.5** The supplier shall provide the client with a tabular activity record or activity report upon request at any time and otherwise on a monthly basis. This record shall contain information on the services rendered (or the results achieved) and – in the case of service contracts – the number of hours expended. In addition, the activity record shall contain a reference to the specific order, the name and company name of the supplier, and signature fields for both the supplier and the client's project manager.

## **6. Prices and Payment Terms**

**6.1** The prices stated in the order are, unless otherwise agreed, fixed prices and are understood to be in euros plus any applicable statutory value-added tax.

**6.2** Unless otherwise agreed, the prices include all ancillary services (e.g., installation/fitting, assembly, installation, commissioning, setup/adjustment, preparation of any supplementary offers) as well as all ancillary costs (e.g., packaging, transport, insurance of goods), taxes, and other charges, including all rights to be transferred or granted. Unless otherwise agreed, travel and waiting times as well as travel expenses and incidentals shall not be remunerated separately.

**6.3** Unless otherwise agreed, b1 shall pay without deduction within 45 days or within 30 days with 2% discount on the net invoice amount. A discount deduction is also permissible in the event of set-off with a counterclaim or in the event of exercising a right of retention (e.g., in the case of defects).

**6.4** The payment period begins upon receipt of a proper invoice that contains all legally required mandatory information pursuant to § 14 UStG, in the case of development services in particular the detailed nature and scope of the individual services rendered, the service period and the client's order number. However, the payment period does not begin before complete delivery/service including all documents and acceptance (insofar as acceptance is required). For compliance with the deadline, receipt of the transfer order by the credit institution shall be decisive. Invoices must be sent to b1 exclusively electronically in PDF format. Incorrect invoices do not establish due date.

**6.5** In the case of delivery items that are handed over by b1 to b1 customers without further changes to the delivery item by b1, b1 reserves the right to make all payments only after complete acceptance and payment of the corresponding delivery by the b1 customer, provided that b1 has informed the supplier at the time of conclusion of the contract about the passing on of the delivery item to the specific b1 customer.

**6.6** All payments are made subject to subsequent verification and any assertion of claims together with interest claims. The supplier's reliance on any lapse of enrichment is excluded. Otherwise unreserved payment by b1 does not constitute recognition of the delivery/service as being in accordance with the contract.

**6.7** The statutory provisions shall apply to the occurrence of payment default, whereby in any case a prior written reminder by the supplier is required.

**6.8** The supplier bears joint responsibility for the proper, complete and timely provision of its contractual services. Delays or withholdings of payment by b1's customer that are attributable to defective, incomplete or delayed services by the supplier entitle b1 to withhold payment to the supplier until proper remediation or elimination of defects and payment by b1's customer, without this constituting a default.

**6.9** To ensure timely consideration of the agreed payment terms by b1, the supplier undertakes, particularly in the provision of services, to notify b1 of all work results as well as the expenses incurred for the respective invoicing period – regularly the respective calendar month – at the latest within three working days after its expiry, without request and in written form and in a comprehensible manner.

**6.10** The preparation of drafts and cost estimates as well as similar order-preparatory actions by the supplier shall be provided free of charge unless otherwise agreed.

## **7. Supplier's Retention of Title and Manufacturer Clause**

**7.1** Ownership of deliveries passes to b1 upon handover to b1 or to a third party designated by b1 (not: carrier) completely, unconditionally and without regard to payment of the purchase price.

**7.2** If, contrary to Section 7.1, the supplier has a retention of title in an individual case because this has been expressly agreed or because a retention of title by the supplier prevails according to mandatory law, the supplier's retention of title expires at the latest upon payment of the purchase price for the delivery.

**7.3** In the cases of Section 7.2, b1 is authorized in the ordinary course of business even before payment of the purchase price

- to resell the delivery with advance assignment to the supplier of the purchase price claim arising therefrom (thus, alternatively, a simple retention of title by the supplier extended to the resale of the delivery applies). All other forms of retention of title are excluded, in particular the extended, forwarded and retention of title extended to further processing;
- to process, transform, combine, mix and blend deliveries subject to the supplier's retention of title. This always occurs for b1 itself as manufacturer in b1's own name and for b1's own account. b1 thereby acquires ownership of the delivery at the latest.

**7.4** In the event of processing, mixing, combination or transformation of the contract products by b1, b1 shall be deemed to be the manufacturer and shall acquire ownership of the final product at the latest upon such further processing in accordance with the statutory provisions.

## **8. Quality Assurance, Production and Product Release**

**8.1** The supplier shall establish and maintain during the term of the contract a quality and environmental management system that is suitable in nature and scope, corresponds to the latest state of the art and is documented, which meets at least the requirements of DIN EN ISO 9001, as well as in the case of medical technology topics DIN EN

ISO 13485, and DIN EN ISO 14001. In the case of defence industry projects, b1 may additionally require compliance with the NATO AQAP 2210 and 2110 standards by the supplier. The supplier undertakes to comply with the statutory requirements applicable to it regarding the implementation of energy audits or the establishment of an energy management system or environmental management system.

**8.2** If required by b1, the subject matter of the contract and, if applicable, its components must be subject to a release procedure (e.g., PPAP, PPF) before the start of (series) delivery. For this purpose, the supplier must submit the required release documents including specification-compliant initial samples for release in good time before the agreed schedule. Initial samples must be taken from a representative production run from series facilities. If more than two samplings are required, b1 is entitled to withdraw from the contract, unless this is attributable to b1.

**8.3** Any changes to the subject matter of the contract, in particular to its specifications or changes to its manufacturing process including changes to production materials used, testing equipment and procedures, production facilities or environment, relocation of the production process to another production site (even within the same property), changes of or to pre-suppliers or subcontractors, etc., require written approval by b1 and must be notified by the supplier immediately, at least nine (9) months in advance. If the supplier makes changes to the subject matter of the contract without approval by b1, b1 is entitled to terminate all affected orders extraordinarily without notice.

**8.4** Approvals by b1, of whatever kind, do not release the supplier from the obligation to ensure the quality of the subject matter of the contract on its own responsibility.

**8.5** The supplier ensures the traceability of the subject matter of the contract at all times in order to be able to carry out batch tracking in the event of damage. For this purpose, the subject matter of the contract must be marked at least with a sequential serial number and the date of manufacture. The supplier must ensure that the marking of the packaged contract items remains legible during transport and storage.

**8.6** b1 is entitled at any time – if necessary together with b1's customers – to verify on-site compliance with the principles and requirements of this Section 8, in particular the supplier's quality and environmental management system, or to have it verified by an independent third party bound to confidentiality.

## **9. Production and Development Resources and Supplies**

**9.1** Unless otherwise agreed, the supplier is exclusively legally and economically responsible for procuring and maintaining the necessary and suitable material and human resources for its deliveries/services, such as tools, machines, moulds, facilities, fixtures, measuring and testing equipment, computers, software, hardware, development tools, licenses and all other required items and documents ("Production and/or Development Resources").

**9.2** If necessary, b1 may provide the supplier with individual production and/or development resources on loan ("Supplies"). Section 24 shall apply accordingly to such supplies.

**9.3** If such supplies are first to be manufactured by the supplier (or on its behalf) at the expense of b1 for b1, the supplier shall develop and manufacture (have manufactured) them on its own responsibility within the deadlines agreed between the parties. The supplier shall transfer ownership of these supplies including the documentation and, in the case of software, the object code, source code, and documentation – insofar as legally permissible – in advance in the respective manufacturing and/or development state to b1 and b1 accepts this transfer of ownership. In this case, the handover of the supplies is replaced by the supplier possessing and safekeeping the supplies for the purpose of manufacturing and/or developing the subject matter of the contract for b1. With respect to any protective rights (including know-how) arising from the development or manufacture of these supplies by the supplier, its employees, subcontractors or other vicarious agents, Section 15 shall apply accordingly.

**9.4** The supplier must mark the supplies as property of b1 (in the case of tools additionally with a tool number) and safekeep them carefully and free of charge for b1. The supplier must insure the supplies against damage and loss (in particular fire, water, theft and cyber damage) at current value and prove this to b1 upon request by submitting

(transmission of a copy is sufficient) the insurance documents. Unless otherwise agreed, the supplier must carry out any necessary update, maintenance, inspection, upkeep and repair work at its own expense in a timely manner.

**9.5** The supplier shall use the supplies exclusively for the fulfilment of the contract; transfer to and use for third parties is prohibited.

**9.6** The supplier must return the supplies to b1 or to a third party designated by b1 immediately and in perfect condition upon termination of the contract or otherwise upon request by b1. The place of performance for the return claim is the place of performance of the respective contract (cf. Section 3.1). b1 may request dispatch to another location; in this case, the supplier is entitled to reimbursement of the necessary costs associated therewith for transport, freight and packaging. A right of retention by the supplier, regardless of the legal basis, is excluded unless the supplier has a legally established or undisputed counterclaim against b1.

**9.7** If supplies are processed or transformed by the supplier, such processing always takes place for b1 as manufacturer, in the name of b1 and at the expense of b1, so that b1 directly acquires ownership or – if the processing or transformation is carried out from materials/products of several owners, or if the value of the newly created item is higher than the value of the supplied items – co-ownership (fractional ownership) of the newly created item in the ratio of the value of the supplied items to the value of the other processed/transformed materials/products at the time of processing/transformation. If supplied items are combined, mixed or blended with other items not belonging to b1, b1 shall acquire co-ownership in accordance with statutory provisions or – if the supply is to be regarded as the main item – sole ownership of the newly created item.

**9.8** The following conditions apply to the use of open source software and AI technologies by the supplier:

**9.8.1** The supplier must inform the client in its offers, but in any case at the latest before conclusion of the contract, if its deliveries or services contain or use open source software or artificial intelligence technologies (= "AI technology") and, if so, which open source software and AI technology in detail. If the supplier must also provide the source code of its software with its deliveries or services, this information must be given at the latest during the concept review and subsequently with each update of the concept. Open Source Software (= "OSS") within the meaning of this provision is any software that is published under a license with which the copyright holder grants every user the right to use, examine, modify and distribute the software to anyone and for any purpose and which meets the criteria of the Open Source Definition of the Open Source Initiative ([www.opensource.org](http://www.opensource.org)). For example and not conclusively the following licenses: GNU General Public License (GPL), GNU Lesser GPL (LGPL), BSD License, Apache License or MIT License.

**9.8.2** In the event that the deliveries or services to be provided by the supplier contain or use AI technology, the supplier must ensure that the deployment and use always takes place in accordance with all relevant national and international laws and regulations. It must also ensure data confidentiality and data integrity when using AI technologies and that the persons involved in the use have a sufficient level of AI competence.

**9.8.3** In the event that the deliveries or services to be provided by the supplier contain OSS, the supplier must comply with the license terms under which the OSS is licensed and provide the client with the following:

- the source code of the respective OSS, insofar as the applicable license terms require its disclosure and distribution;
- a list of all OSS files used with indication of the respective applicable license, including the complete license text; and
- all other documents, data and information that must be provided according to the applicable license terms of the OSS used or that the client needs to assess the impact of the OSS on the deliveries and services.

If it is agreed that the supplier also provides the source code of its software, the client may request further information. For this purpose, it will send the supplier an Excel list (or similar) in which the supplier specifies the information

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reasonably required by the client and which must be returned by it as soon as possible. The supplier furthermore warrants that:

- no other OSS/AI technologies are used in the deliveries or services than those about which the supplier has informed the client pursuant to this section;
- all license terms applicable to the OSS are fulfilled and complied with by the supplier; and
- the OSS is implemented and used in the deliveries or services in such a way that a "copyleft" effect on both other parts of the deliveries or services as well as on products of the client that are based on or derived from the deliveries and services is excluded. In cases where a "copyleft" effect cannot be excluded, the supplier must inform the client before accepting an order and obtain the written consent of the client. "Copyleft" effect within the meaning of this provision means that certain deliveries or services of the supplier as well as products of the client that are based on or derived from these deliveries or services may only be distributed further under the license terms of the OSS used, for example only if the source code is also disclosed.

## **10. Rights in Case of Defects and Other Breaches of Duty**

**10.1** The statutory provisions shall apply to b1's rights in case of material and legal defects, unless otherwise agreed below.

**10.2** The supplier warrants in particular that the subject matter of the contract has the agreed characteristics, particularly with regard to type, quantity, quality, functionality, compatibility, interoperability and other features, corresponds to the latest state of the art, is suitable for the intended purpose envisaged by b1, insofar as this is known to the supplier, and – in the case of deliveries – shows no deviations from the (initial) samples or specimens provided to b1 or approved by b1. The supplier further warrants that deliveries are new and in particular that new production and/or development material has been used and that they are handed over to b1 with the agreed accessories and instructions, in particular any functional, installation and assembly instructions.

**10.3** The supplier further warrants that the subject matter of the contract complies with all applicable statutory provisions and technical standards at the place of performance. Insofar as the subject matter of the contract is to be used at another location and this is known to the supplier, the subject matter of the contract must also comply with the applicable statutory provisions and technical standards there.

**10.4** The supplier further warrants that the subject matter of the contract is suitable for ordinary use and has the usual expected characteristics. In particular, the supplier ensures that the subject matter of the contract has the characteristics that b1 can expect based on public statements by the supplier, another member of the contract or distribution chain, or public statements made on their behalf – particularly in advertising and on the supplier's websites.

**10.5** Deviations from the objective requirements for the subject matter of the contract are only possible if b1 was informed by the supplier before placing the order or order confirmation that a specific feature of the subject matter of the contract deviates from the objective requirements and this deviation was expressly and separately agreed in a contract.

**10.6** Any commercial duty of inspection and notification of defects that may exist for b1 is limited to defects that are openly apparent during incoming goods and/or development inspection upon external examination including the delivery documents (e.g., transport damage, incorrect and short deliveries). Insofar as the subject matter of the contract consists of work performance or acceptance has otherwise been agreed, there is no duty of inspection. Unless a longer notice period is provided by law or according to relevant case law (e.g., within the framework of Art. 39 CISG), b1 shall notify the supplier of any defects within ten (10) business days from receipt of goods (in the case of openly apparent defects) or from discovery (in the case of hidden defects).

**10.7** In the case of a defective delivery, b1 may, at its option, demand subsequent performance in the form of remedying the defect (rectification) or delivery of a defect-free item (replacement delivery). If the supplier does not comply with the obligation for subsequent performance within a reasonable period set by b1, b1 may withdraw from the contract, reduce the purchase price appropriately, remedy the defect itself or have it remedied (self-remedy) and demand reimbursement from the supplier for the necessary expenses or a corresponding advance. If subsequent performance by the supplier has failed or is unreasonable for b1 due to special circumstances (e.g., due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionately high damages), no deadline need be set – possibly again; b1 shall inform the supplier of such circumstances immediately, if possible before b1's self-remedy. Subsequent performance is deemed to have failed after the first unsuccessful attempt. Returns of defective contract items are generally made carriage forward against charge-back of the calculated goods value.

**10.8** If the defective subject matter of the contract is part of a totality of delivered contract items (hereinafter "lot"), and an inspection of each contract item in this lot involves more than insignificant effort, b1 is entitled to return the lot as a whole or to demand an inspection of the entire lot by the supplier at the place of performance. The supplier may deliver defect-free contract items from this lot to b1 again after successful inspection and marking of the contract items.

**10.9** The supplier shall bear the costs of subsequent performance, even insofar as these have been incurred by b1 or b1's customers, in particular the costs for examining and analysing a defect, for removal and installation, for the deployment of its own or external personnel, costs for parts, sorting actions, legal costs, accommodation costs, travel costs or transport costs. b1 may also demand reimbursement from the supplier for the necessary expenses that b1 has to bear towards its customers for the purpose of subsequent performance (in particular transport, travel, labour and material costs as well as removal and installation costs).

**10.10** The supplier shall also bear the costs incurred for the purpose of inspection and subsequent performance – including any removal and installation costs – even if it turns out that there was actually no defect. b1's liability for damages in the case of unjustified demands for defect remedy remains unaffected; however, b1 is only liable if b1 recognized or failed to recognize through gross negligence that there was actually no defect.

**10.11** If the material or legal defect is attributable to a product (in particular a component or software module) supplied or used by the supplier from a third party, b1 may demand that the supplier asserts its warranty claims against the third party for b1's account or assigns them to b1. The (warranty) claims to which b1 is entitled against the supplier remain unaffected. During the period of assertion of claims against the third party – even if merely out of court – the limitation period for b1's warranty claims against the supplier is suspended. In the event of an assignment of warranty claims against the third party, the supplier shall support b1 to the extent necessary and at its own expense.

**10.12** In relation to the supplier, the provisions of §§ 445a and 478 BGB shall also apply if the delivery obtained by the supplier as a component/component/software module has caused the defectiveness of the intermediate or final product manufactured by b1.

**10.13** b1 is entitled to assert damages of group companies against the supplier as its own damages.

**10.14** b1 hereby objects to any warranty or liability limiting clauses of the supplier.

## **11. Infringement of Third-Party Intellectual Property Rights**

**11.1** The supplier warrants, without prejudice to its liability for legal defects pursuant to Section 10, that the use of its delivery/service does not infringe any third-party rights.

**11.2** If b1, companies affiliated with b1 within the meaning of §§ 15ff. AktG or customers of b1 are held liable for an actual or alleged infringement of third party rights and the claim is attributable to a delivery/service of the supplier, the supplier is obliged to reimburse all expenses, costs and damages (including the costs for appropriate legal

prosecution or defence) incurred by b1, the companies affiliated with b1 or the customers of b1 as a result, and to indemnify b1, the companies affiliated with b1 and the customers of b1 from all third party claims resulting therefrom.

**11.3** The claims pursuant to Section 11.2 do not exist insofar as the supplier proves that it is neither responsible for the infringement nor should have known about it at the time of delivery/service when exercising commercial due diligence.

## **12. Special (Free) Right of Termination and Withdrawal**

**12.1** b1 is entitled at any time and without stating reasons to withdraw from the contract with the supplier in whole or in part – in the case of deliveries – or to terminate the contract with the supplier – in the case of services – (collectively only "to terminate" or "termination").

**12.2** In the case of termination pursuant to Section 12.1, the supplier must immediately terminate any subcontracting that has taken place while safeguarding the interests of b1.

**12.3** If the supplier is responsible for the reason for termination pursuant to Section 12.1, b1 will only remunerate the deliveries and services provided in accordance with the contract up to that point, which are self-contained and proven, provided these are usable for b1. b1's claims for damages remain unaffected.

**12.4** If the supplier is not responsible for the reason for termination pursuant to Section 12.1, the supplier is entitled to the following residual compensation:

- the agreed remuneration for the self-contained deliveries and services provided in accordance with the contract up to that point;
- reimbursement of proven and reasonable direct costs for semi-finished or partially completed deliveries and services plus an agreed profit margin of 4%; and
- reimbursement of all other proven and reasonable costs that are conditional upon the contract and result from non-dissoluble obligations; however, at most the remuneration that would have been due to the supplier upon fulfilment of the contract not terminated pursuant to Section 12.1.

**12.5** The supplier is not entitled to any further claims for performance or damages on the occasion of termination pursuant to Section 12.1.

**12.6** Any rights to the work results created up to termination shall pass to b1 pursuant to Section 15.

**12.7** The right to extraordinary termination for good cause remains unaffected.

## **13. Statute of Limitations**

**13.1** The statute of limitations shall be governed by the statutory provisions unless otherwise stipulated below.

**13.2** Unless a longer limitation period is provided by law, the general limitation period for contractual claims due to material and legal defects shall be three (3) years from delivery to b1 at the place of performance. Insofar as the subject matter of the contract consists of work performance or acceptance has been agreed, the limitation period does not begin until acceptance.

**13.3** If the law provides for a longer limitation period than that mentioned in Section 13.2 in the case of resale of a processed or unprocessed subject matter of the contract by b1 to third parties, this longer limitation period shall also apply in the relationship between b1 and the supplier.

**13.4** In any case, upon receipt of b1's written notice of defects by the supplier, the limitation period for defect liability claims is suspended until the supplier definitively rejects b1's claims or the continuation of negotiations thereon or declares the defect to have been finally remedied. Statutory suspensions of limitation periods remain unaffected.

**13.5** Upon remedying a defect or subsequent delivery of a defect-free item, the limitation period for defect liability claims begins anew with respect to the remedied or previously defective replaced parts, unless the supplier has expressly and correctly reserved during subsequent performance that the replacement delivery is made only out of goodwill, to avoid disputes or in the interest of continuing the supply relationship.

**13.6** Notwithstanding Section 13.2, claims arising from legal defects shall not become time-barred as long as the third party who is the holder of the claim or right giving rise to the defect can assert this claim/right against b1 – particularly due to lack of time-barring.

#### **14. Product and Producer Liability**

**14.1** If the subject matter of the contract can lead to dangers to life or limb or other damages including financial losses, b1 is entitled – insofar as the supplier itself is liable in external relations – to take all measures at the supplier's expense, such as public warnings and recall actions, which b1 is obliged to take or which are appropriate for other reasons to avert such dangers. b1 shall inform the supplier as early as possible – insofar as possible and reasonable – and give it the opportunity to comment. The supplier shall cooperate with b1 in good faith to eliminate the dangers arising from the subject matter of the contract as quickly and effectively as possible.

**14.2** If the supplier has indications that its deliveries can lead to dangers to life or limb or other damages including financial losses, the supplier must immediately inform b1 thereof. The supplier shall also immediately inform b1 if official measures take place at or against the supplier in connection with the subject matter of the contract.

**14.3** If b1, companies affiliated with b1 within the meaning of §§ 15ff. AktG or customers of b1 are held liable by a third party by way of product and/or producer liability and the claim is attributable to the subject matter of the contract, Section 11.2 shall apply accordingly.

#### **15. Rights to Work Results**

**15.1** The industrial property rights (in particular patents and utility models, as well as inventions and technical improvements) and copyrights as well as the know-how (together "New Protective Rights") newly created by the supplier alone or partially in connection with the performance of the contract shall belong exclusively to b1. The New Protective Rights are hereby transferred by the supplier – insofar as legally permissible – upon their creation in the respective state of processing in advance to b1; b1 hereby accepts this transfer. b1 has the sole right to use and exploit the New Protective Rights in any manner and without restriction.

**15.2** Insofar as the transfer of rights pursuant to Section 15.1 is not possible, the supplier hereby grants b1 an unrestricted, irrevocable, exclusive, worldwide, free of charge, permanent, sublicensable and transferable right of use and processing of all known and unknown types of use to the New Protective Rights. b1 hereby accepts this transfer.

**15.3** The supplier shall ensure through appropriate contractual agreements with its employees, subcontractors and other vicarious agents that the supplier engages for the performance of the contract that the rights described in this Section 15 can be transferred and granted to b1 without time limitation and without additional remuneration (including possible inventor's compensation) or other restrictions.

**15.4** Insofar as the use of the New Protective Rights by b1 requires a right of use to rights of the supplier that were not transferred pursuant to Section 15.1 or to which a right of use was granted pursuant to Section 15.2, the supplier hereby grants b1 a non-exclusive, unrestricted, worldwide, unlimited, free of charge right of use to these rights. This right of use is transferable and sublicensable for b1 and includes the right to use the rights in all known and unknown types of use.

**15.5** Insofar as the supplier creates or adapts software as part of its service provision, the rights of use pursuant to this Section 15 are not limited to the binary and object code, but also extend to the source code and documentation of the created and adapted software. b1 may also create a backup copy without express agreement.

## **16. Spare Parts and Last-Time-Buy**

**16.1** b1 is obliged to its customers to make spare parts available for the final products delivered by b1 for a period of up to fifteen (15) years.

**16.2** The supplier therefore assures that both the subject matter of the contract – in the case of a delivery – as a replacement product/spare part of the final product delivered by b1 as well as spare parts for the subject matter of the contract will be produced for at least a period of fifteen (15) years after the last delivery to b1 and can be delivered by the supplier to b1.

**16.3** The price last agreed for the subject matter of the contract shall continue to apply for a period of three (3) years after the last delivery. For the period thereafter, the price must be agreed separately. If no agreement is reached, b1 is entitled to determine the price at its reasonable discretion.

**16.4** In the event of termination of a contract or discontinuation of a subject matter of the contract, for whatever reason, b1 shall receive the opportunity for a "last-time-buy" up to twice the order volume of the last twelve (12) months before the termination becomes effective at the last valid conditions. The supplier shall immediately inform b1 of the intended discontinuation of a subject matter of the contract.

## **17. Supply Chain Security**

**17.1** b1 is an authorized economic operator in accordance with AEO (Authorized Economic Operator). The supplier declares that the production, storage, transport, processing, delivery and loading/unloading of the deliveries until their acceptance by b1 takes place at secure operating facilities and transhipment locations.

**17.2** The deliveries must be protected against unauthorized access. Furthermore, the supplier declares that the personnel deployed for the above-mentioned work is reliable. Third parties of which the supplier avails itself for the performance of the contract must be obligated by the supplier to comply with corresponding security measures.

## **18. Deliveries and Services by Third Parties**

**18.1** The supplier is not entitled to have deliveries or services provided in whole or in part by third parties without the prior consent of b1.

**18.2** In the event that deliveries or services are provided by third parties, the supplier is obliged to pass on the principles and requirements of these Purchasing Conditions to the third party and to regularly monitor their compliance.

**18.3** The involvement of third parties does not release the supplier from its responsibility towards b1. The supplier must be liable for the fault of its employees, subcontractors, vicarious agents as well as the manufacturers and pre-suppliers of the subject matter of the contract as well as the production resources, components and components used by the supplier for the manufacture of the subject matter of the contract and other preliminary services of third parties as for its own fault. In particular, the supplier cannot exculpate itself merely by proving proper selection and supervision of the third parties.

## **19. Prohibition of Assignment**

**19.1** The supplier is not entitled to assign, pledge or have collected by third parties rights or claims arising from the contract without the prior written consent of b1. This does not apply insofar as monetary claims are concerned.

**19.2** b1 is entitled to assign rights or obligations arising from the contract to companies affiliated with b1 without the prior consent of the supplier.

## **20. Set-off and Retention**

**20.1** Rights of set-off and retention as well as defences are available to b1 to the extent provided by law. In particular, b1 is entitled to withhold payments as long as b1 still has a claim from the respective order concerned due to

incomplete or defective delivery/service; this applies in any case insofar as the withholding of payment does not violate good faith according to the circumstances, in particular due to the proportionate insignificance of the defect or the incompleteness of the delivery/service.

**20.2** Furthermore, b1 is entitled to set off claims of the supplier also against claims of companies affiliated with b1 within the meaning of §§ 15ff. AktG.

**20.3** The supplier is only entitled to set-off and to assert a right of retention insofar as its counterclaim used for this purpose is either undisputed or has been legally established. This applies in particular to the supplier's obligation to provide services, the fulfilment of which the supplier may not refuse or suspend with reference to its own claims not recognized or not legally established or to ongoing negotiations with b1.

## **21. Insurance**

**21.1** The supplier shall insure itself adequately and at its own expense against all risks arising from the respective contract with b1 by taking out at least a customary business and product liability insurance and shall prove this insurance to b1 annually without being requested to do so. The product liability insurance must include costs incurred by b1 through further processing or installation of a defective delivery (extended product liability). The insurance must have at least the following coverage amounts: EUR 3 million per personal injury and property damage, EUR 1 million for financial losses and EUR 2 million for recall costs.

**21.2** The maintenance of insurance coverage does not affect the responsibility and liability of the supplier towards b1.

## **22. Compliance**

**22.1** The supplier assures that it complies with all laws and regulations concerning it and the business relationship with b1, does not commit any acts and refrains from acts that could lead to criminal liability for fraud or breach of trust, insolvency offenses, offenses against competition, granting of advantages or bribery of persons employed by b1 or other third parties. In particular, the supplier ensures that all restrictive measures of the EU in view of Russia's invasion of Ukraine (cf. <https://eur-lex.europa.eu/EN/legal-content/summary/eu-restrictive-measures-inview-of-russia-s-invasion-of-ukraine.html>) are fully complied with.

**22.2** The supplier must establish and maintain during the negotiation and contract term a compliance management system for combating corruption that is suitable in nature and scope, corresponds to the latest state of the art and is documented, which meets at least the requirements of DIN ISO 37001.

**22.3** If the supplier has made an agreement or undertaken any other conduct with regard to the deliveries or services that constitutes an inadmissible restriction of competition within the meaning of the applicable antitrust regulations (in each case determined by a final administrative or legally binding judicial decision), the supplier must pay 5% of the net billing amount of the scope of services affected by this antitrust violation to b1 as damages, unless the supplier can prove that b1 has suffered no damage or only a lesser damage. This obligation shall also continue in the event of termination or after provision of the service. Other or further contractual or statutory claims of b1 remain unaffected hereby; in particular, b1 may assert a higher damage upon corresponding proof.

## **23. Data Protection**

**23.1** The supplier shall ensure compliance with all applicable statutory and official requirements for the protection of personal data in the context of contract performance. In particular, the supplier shall collect, process and/or use the personal data made accessible to it exclusively for the purpose of contract performance (purpose limitation), obligate all persons deployed by it for contract performance to data confidentiality and instruct them on the data protection provisions to be observed.

**23.2** If the supplier's activities for b1 require the conclusion of additional agreements on data protection (e.g., an agreement on commissioned data processing), the supplier shall conclude such an agreement with b1 on the basis of a contract template provided by b1 and comply with the obligations set forth therein and implement the technical and organizational measures.

## **24. Rights to Data**

**24.1** For the rights of the parties to data that arise or are used in the cooperation of the parties, the following shall apply:

**24.2** "b1 Data" means all data that (i) b1 itself, a company affiliated with b1 (§§ 15 ff. AktG) or a third party commissioned by b1 provides to the supplier or a third party commissioned by it and/or (ii) arise, are collected, stored or used when using the supplier's deliveries and services as well as (iii) data derived from or derived from such data. This applies to such data in each case as a whole in their respective form.

**24.3** In the relationship between the parties, the rights to b1 Data belong permanently, (geographically, objectively and in terms of content) without restriction and irrevocably solely to b1. This also includes all known and unknown types of use. For other data to which b1 receives access as intended in connection with the supplier's service provision, b1 has these rights only on a non-exclusive basis.

**24.4** The supplier is only entitled to use b1 Data for the commissioned service provision. If the supplier is entitled to pass on the b1 Data to a subcontractor, the prerequisite for this is that the supplier has previously also agreed the rights regulated here with the commissioned third party in favour of b1. Information must be provided on request by b1 and suitable proof must be furnished.

## **25. Cooperation Obligations of the Supplier**

**25.1** Insofar as b1 has due diligence obligations (in particular with regard to an inventory or risk assessment) due to public law requirements (e.g., LkSG, ESG, CSR), for the fulfilment of which b1 is dependent on the support of the supplier, the supplier shall support b1 within a reasonable period to a reasonable extent in fulfilling these obligations. Reasonable support actions include in particular the provision of information or self-disclosures required to fulfil b1's obligations, the provision of documents or the permission of audits. The supplier further declares itself willing to consent to reasonable prevention measures by b1 (in particular contractual assurances, conducting training or agreeing on appropriate control mechanisms).

**25.2** Insofar as b1 is obliged to take remedial measures at the supplier or one of its suppliers due to public law requirements (e.g., LkSG, ESG, CSR), the supplier shall support b1 in identifying the necessary and appropriate remedial measures (whether as a single measure or within the framework of an action plan). If b1 is obliged to implement a remedial measure at the supplier itself, the supplier shall carry out the remedial measure independently. If b1 is obliged to take remedial measures at suppliers of the supplier, the remedial measure at the supplier shall be carried out jointly by the supplier and b1. The costs of the remedial measure shall be distributed appropriately. When determining the appropriateness of the cost distribution, particular consideration shall be given to the type and scope of business activity, severity and probability of occurrence of the violation and the contribution to causation.

**25.3** If the termination of the business relationship is required according to public law requirements (e.g., LkSG, ESG, CSR), b1 is entitled to terminate the contract with the supplier if necessary without observing a notice period. Further statutory termination rights remain unaffected.

## **26. Export Control, Customs and Certificates of Origin**

**26.1** The supplier must fulfil all requirements of national and international export, customs and foreign trade law (hereinafter "Foreign Trade Law") concerning its deliveries and services. The supplier must obtain required transfer or export licenses, unless under the applicable Foreign Trade Law not the supplier but b1 or a third party is obliged

to apply for these licenses. If obtaining such a license is the responsibility of b1, the effectiveness of b1's order is subject to the condition precedent of the granting of this license.

**26.2** The supplier shall immediately inform b1 in writing if its deliveries or services are subject to export licensing requirements. If the supplier fails to provide this notice, it is obliged to compensate b1 for the resulting damage, unless the supplier proves that it is not at fault.

**26.3** In the case of defence industry projects, the supplier must provide b1 with all information and data in writing as early as possible, but at the latest two (2) weeks before the delivery/service date, which b1 needs to comply with applicable Foreign Trade Law upon export, transfer and import as well as in the case of resale upon re-export of the deliveries and services, in particular for each delivery and each service:

- the Export Classification Number (ECCN) according to the U.S. Commerce Control List (CCL), if the delivery is subject to the U.S. Export Administration Regulations;
- the list position of the United States Munitions List (USML), if the delivery is subject to the U.S. International Traffic in Arms Regulations (ITAR);
- all applicable dual-use/export list positions (if the delivery does not fall under an export list position, this must be indicated with "AL: N") as well as war weapons list positions;
- the statistical commodity number according to the current commodity classification of foreign trade statistics and the HS (Harmonized System) Code;
- the country of origin (non-preferential origin); and
- supplier declarations on preferential origin (for European suppliers) or certificates on preferences (for non-European countries); (hereinafter "Export Control and Foreign Trade Data").

**26.4** In the event of changes to the origin, the characteristics of the deliveries or services or the applicable Foreign Trade Law, the supplier must update the export control and foreign trade data as early as possible, but at the latest two (2) weeks before the delivery/service date, and notify b1 in writing. The supplier must compensate b1 for damage arising from missing or incorrect export control and foreign trade data, unless the supplier proves that it is not at fault.

**26.5** The supplier undertakes to enable the verification of certificates of origin and supplier declarations by customs authorities at all times and to provide any necessary official confirmations. If the declared origin is not recognized, the supplier must compensate b1 for the resulting damage, unless the supplier proves that it is not at fault.

**26.6** All documents and declarations to be provided by the supplier to b1 for the purpose of fulfilling its obligations under this Section 26 must be handed over to b1 immediately and in original form.

## **27. Official Approvals and Export Licenses**

**27.1** The deliveries may in whole or in part be subject to export laws and regulations (hereinafter "Export Regulations"). The supplier is aware that non-compliance with or deviation from these Export Regulations is prohibited. b1 shall provide the supplier with all information necessary to verify any licensing requirements.

**27.2** The supplier shall mark each part of the delivery that is subject to Export Regulations at the time of signing this contract or upon receipt of an order. Supplements to this information shall be submitted by the supplier immediately in the event of a change in the Export Regulations. The supplier shall provide b1 with reasonable support upon request in complying with the applicable Export Regulations.

**27.3** If a delivery in whole or in part is subject to Export Regulations, the following shall additionally apply to the supplier:

- The supplier is responsible for obtaining in a timely manner and free of charge for b1 all official clearances, licenses and approvals required for the export of the delivery as well as the delivery of the respective delivery to b1 and the use of the delivery by b1 and b1's customer or end user in accordance with the contract worldwide or as provided by the end-use certificate.
- If the product in whole or in part is subject to export licensing procedures, the supplier warrants that an export license or comparable document will be issued by the competent authorities in time to enable the delivery and operation of the product by b1 and the customer or end user in accordance with this contract and the applicable end-use certificate.
- The supplier shall state the export control classification number and the number of the applicable export license on all delivery notes and invoices.
- The supplier shall provide b1 with a copy of the export license, including a copy of all clauses concerning b1's obligations to comply with applicable regulations, including (but not limited to) all restrictions on subcontracting, all restrictions on disclosure, all requirements regarding confidentiality agreements, all restrictions regarding employees and all other restrictions or conditions that result in the approval being more restrictive or not as comprehensive as provided for in the approval or license application and/or in the contract documentation. Clauses that are classified or do not concern b1's obligations may be redacted in the copy submitted to b1 if required by U.S. authorities.

**27.4** If one or more Technical Assistance Agreements ("TAAs") are required for contract performance, these must be agreed with b1 before submission to the export authorities. A copy of the issued approval, including a copy of all clauses concerning b1's obligations, must be submitted to b1.

**27.5** Notwithstanding other provisions of the contract, b1's ability to deliver and service its own products equipped with the supplier's product worldwide or in accordance with the end-use certificate, as well as b1's or the end user's ability to use, operate and service its products worldwide or in accordance with the end-use certificate, is an essential part of the contract. If Export Regulations prevent the supplier from fulfilling this obligation, the supplier shall, at its own expense and within a timeframe compatible with b1's business requirements, either obtain from the relevant authority the approval necessary for its delivery so that b1 can sell and service its products from this delivery, and/or the approval necessary with respect to the present end-use certificate so that b1's customer or end user can continue to use, operate and service b1's product, or the supplier shall replace or modify the restricted technology in such a way that its delivery no longer violates the Export Regulations, whereby all contractual requirements must be met, notwithstanding b1's rights to reimbursement of all costs, to damages and compensation for losses suffered by b1 as a result of the breach of contract, and notwithstanding its rights to terminate this contract due to non-performance by the supplier.

**27.6** The supplier shall be liable for all damages, losses and liabilities incurred by b1 as a result of the supplier's failure to fulfil its obligations pursuant to this Section 27.

## **28. Reservation of Rights and Confidentiality**

**28.1** b1 reserves all property rights, copyrights and protective rights to all documents, materials and other items provided by b1 to the supplier (e.g., order documents, plans, drawings, illustrations, calculations, product descriptions and specifications, manuals, samples, models and other physical and/or electronic documents, information and items).

**28.2** Without prior written consent of b1, the supplier may not make the items provided to it accessible or disclose them to third parties as such or according to their content, exploit, reproduce or modify them. Reverse engineering is prohibited. The supplier must use all items provided to it exclusively for contractual purposes and return them completely to b1 upon request and destroy (or delete) any existing (including electronic) copies, unless they are still

needed in the ordinary course of business and in accordance with statutory retention obligations. Upon request by b1, the supplier must confirm the completeness of the return and destruction/deletion or explain which of the items are still needed for the aforementioned reasons.

**28.3** The supplier undertakes to treat all non-public commercial or technical details that become known to it through the business relationship ("Confidential Information") confidentially, not to make them accessible to any third party and to use them only for contractual purposes, in particular not to apply for any industrial property rights based on the Confidential Information.

**28.4** Outside the contractual purpose, the Confidential Information may not be reverse-engineered, disassembled, decompiled, disassembled, reverse-developed or reverse-constructed, nor emulated or observed or examined. The supplier must obligate its employees, pre-suppliers, subcontractors and other vicarious agents accordingly.

**28.5** The supplier and its employees are only permitted to disclose the existing business relationship with b1 with express written permission from b1.

**28.6** b1 is entitled to require compliance with additional security regulations.

**28.7** If information classified as "Classified Information - For Official Use Only" (VS-NfD, Verschlusssache – nur für den Dienstgebrauch) according to the Manual for Security in Business (Handbuch für den Geheimschutz in der Wirtschaft, GHB) is exchanged between b1 and the supplier as part of the contract, the supplier undertakes to comply with the provisions of the official VS-NfD leaflet in the current version. The person responsible at the supplier for the protection of VS-NfD must be nominated to b1 without request using GHB Annex 4b.

## **29. Choice of Law and Jurisdiction**

**29.1** These Purchasing Conditions and the business relationship between b1 and the supplier shall be governed by the law of the Federal Republic of Germany. The applicability of conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

**29.2** The court competent for b1's registered office shall have exclusive jurisdiction for all disputes arising from or in connection with these Purchasing Conditions or the contractual relationship between b1 and the supplier. In addition, b1 is also entitled to sue at the supplier's registered office. Mandatory statutory provisions, in particular regarding exclusive places of jurisdiction, remain unaffected.

## **30. Final Provisions**

**30.1** Legally relevant declarations and notifications made by the supplier after conclusion of the contract (e.g., setting of deadlines, reminders, withdrawal declarations) require written form to be effective.

**30.2** Any oral agreements made or commitments given by b1 before conclusion of the written contract are legally non-binding and are completely replaced by the written contract.

**30.3** Individual contractual agreements – even oral ones – always take precedence over these Purchasing Conditions. Subject to proof to the contrary, any written agreement or, if such does not exist, written confirmation by b1 shall be authoritative for proving their content.

**30.4** Should provisions of these Purchasing Conditions be or become wholly or partially null and void or ineffective, the validity of the remaining provisions shall not be affected thereby. Insofar as provisions have not become part of the contract or are ineffective, the content of the contract shall be governed primarily by statutory provisions. Only beyond that and insofar as supplementary contract interpretation is not preferable or possible, the parties shall agree on an effective provision to replace the null and void or ineffective provision that comes as close as possible economically to the null and void or ineffective provision.