

I. Subject Matter, Contract conclusion

1. These General Terms and Conditions of Purchase shall apply to all contracts for purchases and procurements of goods, materials, operational and work equipment and other items, as well as works services and services (collectively "Supplies/Services") between thyssenkrupp Automation Engineering GmbH („Purchaser“) and its business partners („Supplier“).
2. A contract for Supplies/Services shall only be concluded by a written purchase order and a corresponding written order confirmation by the Supplier. The Supplier shall accept the purchase order within two (2) business days of the date of the purchase order by means of a written order confirmation. The order confirmation shall be deemed issued when the Supplier begins to perform the Supplies/Services. An order confirmation that is delayed or deviates from the purchase order shall be deemed a new offer by the Supplier, which the Purchaser must accept in writing. Purchaser's silence shall not constitute acceptance of the delayed or deviating order confirmation.
3. By confirming the purchase order, the Supplier agrees to the exclusive validity of these GPC, at the latest by starting to render the Supplies/Services, unless the Parties have reached an individual agreement. In this case, in the following order the (i) provisions of the purchase order and (ii) any individual agreements shall take precedence over these GPC.
4. Supplier's terms and conditions which deviate from Purchaser's terms and conditions do not become part of the agreement, unless Purchaser expressly consents to their validity in writing. The terms and conditions shall also apply exclusively if the Purchaser accepts or pays for Supplies/Services in full awareness of contradictory or varying terms and conditions of the Supplier.
5. References to the applicability of statutory provisions are for the purposes of clarification. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded by these GPC.

II. General Scope of Supplies/Services

1. The Supplier shall provide the Supplies/Services on time and in the agreed characteristics and quality, in particular complying with the product, supplies and (work) services descriptions ("Specifications") as stated in the purchase order and its integral parts or included in a comparable manner. This shall apply irrespective of whether the Specifications originate from the Purchaser, the Supplier or from a third party. In case of a contract for work services, the Supplier shall additionally render the Supplies/Services to be turnkey, functional and ready for operation and perform the tasks incumbent upon it with the diligence of a prudent businessman.
2. The Supplier shall review the Specifications and other technical documents provided for completeness and verify them for technical correctness and conformity with due care on the basis of its experience, competence and expertise, but at least in accordance with the applicable industry standards. It shall inform the Purchaser immediately if it is unable to comply with the Specifications and of any discrepancies or errors in the Specifications.
3. The Supplies/Services shall be suitable for the intended purpose and free from any other material defects and defects of title. The Supplier shall ensure that it has obtained all information for the intended use and purpose of the Supplies/Services and other conditions to which they are exposed. Also it has to deliver all documentation and instructions necessary to achieve the intended purpose or contractual success.
4. The Supplies/Services rendered shall also comply with all applicable laws and regulations, in particular safety regulations, labeling and export control regulations. Certificates and licenses, insofar as prescribed and customary, shall also be provided. The Supplier shall inform the Purchaser of all export control regulations applicable to the export and re-import of Supplies/Services.
5. The Supplier is not entitled to render partial Supplies/Services unless the Purchaser has consented to it in writing. In this case, partial Supplies/Services shall be marked as such.
6. The Supplier is obliged to ensure the supply of spare and wear parts at standard market prices for at least (15) years after delivery or, to the extent the Supplier provides work services or deliveries, after formal acceptance.
7. To the extent the Supplier delivers goods with digital elements, it shall provide the Purchaser at its own expense with updates which (i) are necessary for the agreed period and (ii) are necessary to maintain the conformity of the goods with the contract, for the period which the Purchaser can expect according to the circumstances and nature of the contract.

III. Service provision by the Supplier and by personnel deployed by the Supplier

Insofar as the Supplier does not owe mere delivery of goods, the following applies:

1. The Supplier acts as an independent entrepreneur and at its own entrepreneurial risk; its own business facility is available. Neither a (temporary) employment leasing nor an employment relationship is established by this contract. The Supplier will not be integrated in the Purchaser's operations, not even remote. Rather, the Supplier acts free of instructions and in addition is, in exercising his personnel sovereignty, free to select the employees to fulfill the contract. The Supplier is not obliged to fulfill the contract in person.

2. The Purchaser and the Supplier shall, prior to the start of the service provision, each appoint a contact person who shall be responsible for monitoring the due performance of the contract and all associated matters. Additions or changes to the scope of services must be addressed by the contact person of the other party.
3. The Supplier and the persons employed by the Supplier or at the Supplier's instigation to perform the services shall not be subject to any right of instruction by the Purchaser with regard to time, duration, place and manner of service provision and shall not be integrated in the Purchaser's operations.
4. The Supplier must take appropriate measures to ensure that its personnel can always be identified as external resources (e.g. through appropriate name tags, labeling of premises, external telephone numbers and corresponding information in the e-mail signatures). Unless otherwise agreed in the contract, the necessary work equipment shall be provided by the Supplier.
5. The Supplier must obligate the deployed personnel prior to their deployment in accordance with the applicable regulations in this Section III. and instruct them comprehensively with regard to the laws and standards applicable at the Purchaser in accordance with the regulations of the contract. This also includes that the Supplier sensitizes the deployed personnel to refrain from typical employee behavior towards the Purchaser and his employees (in particular, no participation in Purchaser's department meetings, no sick leave or vacation request addressed to the Purchaser).

IV. Obligation of Supplier as external company

Insofar as the Supplier does not owe the mere delivery of goods, the following applies:

1. The Supplier ensures compliance with all labour (arbeitsrechtliche), tariff (tarifrechtliche) and other statutory regulations. In particular, he assures that he will not use employees in violation of legal regulations, that he will pay all contributions to social security institutions (Sozialversicherungsträger) and social security funds (Sozialkassen) properly, that he will comply with the applicable provisions of minimum wages.
2. The Supplier undertakes to comply – if applicable – with the provisions of the German Employee Posting Act (AEntG) and the German Residence Act (AufenthG). He shall only deploy employees/external assistants if they have the necessary permits and approvals. The Supplier undertakes to check regularly and unsolicitedly the submissions and validity of the required documents and, if necessary, to keep track of them and keep a copy of the documents in paper or electronic form for the duration of the employment (§ 4a (5) AufenthG).
3. Within this context, the Purchaser reserves the right to carry out own checks of the personnel deployed by the Supplier.
4. Supplier shall hold the Purchaser harmless from any claims filed against the Purchaser resulting from the contract, for example from the guarantor liability (Bürgenhaftung) according to §§ 13 German Minimum Wage Act (MiLoG), § 14 German Employee Posting Act (AEntG) and/or § 28e (3a) German Social Security Code IV (SGB IV) and/or § 150 (3) German Social Security Code VII (SGB VII).
5. In the event that the Supplier violates one of the aforementioned obligations, the Purchaser is entitled – in addition to other reasons that lead to a right to terminate the contract – to terminate the respective contract for good cause with immediate effect.

V. Sub-suppliers/subcontractors

1. Insofar as the Supplier owes the mere delivery of goods, the following applies: The Supplier is obligated to name his sub-suppliers/subcontractors to the Purchaser on request.
2. Insofar as the Supplier does not owe the mere delivery of goods, the following applies:
 - The Supplier is entitled to transfer the execution of the services owed to sub-suppliers/subcontractors. Prerequisite for this is the prior written consent of the Purchaser. Affiliated companies in the meaning of §§ 15 ff. German Stock Corporation Act (AktG) and investee companies of the Supplier are deemed to be sub-suppliers/subcontractors or external assistants (Erfüllungsgehilfen). Purchaser is entitled to withdraw its consent at any time for objective reasons;
 - The use of sub-suppliers/subcontractors or external assistants (Erfüllungsgehilfen) in accordance with these provisions does not release the Supplier from its contractual obligations, in particular from its sole responsibility for the use of sub-suppliers/subcontractors and external assistants. The Supplier shall be held in breach of contract for infringements by sub-suppliers/subcontractors or external assistants (Erfüllungsgehilfen) to the same extent as fault on its own part in accordance with § 278 German Civil Code (BGB);
 - The Supplier shall contractually oblige its sub-suppliers/subcontractors or external assistants (Erfüllungsgehilfen) to comply with the obligations arising from the contract, in particular II. 7., III., IV., XII., XX. and XXI. and shall provide the Purchaser with evidence, at least in textual form, of this at any time on request. The Supplier shall allow the Purchaser to inspect the sub-suppliers/subcontractors' proof and certifications on request.

VI. Obligations to cooperate

1. The Purchaser shall render acts and provisions required for Supplies/Services to the extent they are explicitly agreed in writing.
2. The Supplier shall only be entitled to claim a lack or insufficiency of cooperation by the Purchaser if the Supplier has immediately notified the Purchaser in writing about the lack or insufficiency of cooperation.

VII. Changes/Modifications

The Purchaser is entitled to request modifications and amendments ("change") of the purchase order at any time, and to the extent the Supplier provides work services or supplies until formal acceptance. The effects of that change request, e.g. additional or reduced costs and postponement of delivery/ performance dates, are to be reasonably agreed. Changes shall only be remunerated if the Purchaser has issued a corresponding purchase order, and the Supplier has confirmed that purchase order. If the Supplier cannot reasonably be expected to implement the changes, it may object to the change request. The Purchaser shall be entitled to terminate the contract for the Supplies/Services to be changed for cause if it is unreasonable for the Purchaser to adhere to the contract without the requested change.

VIII. Delivery Terms, Transfer of Risk

1. Supplies/Services shall be delivered duty paid (DDP according to Incoterms 2020) to the place specified in the purchase order ("place of fulfillment"). If no place of fulfillment is specified in the purchase order, the Supplies/Services shall be made DDP to the address of dispatch of the purchase order.
2. The Supplier shall send the Purchaser a dispatch note and, in case of delivery, enclose a delivery note stating the date (issue and dispatch), content of delivery (article number and quantity) and the order (date and number). If the dispatch or delivery note is missing or incomplete, the Purchaser shall not be responsible for any resulting delays.
3. The Supplier shall be obliged to take back the packaging of its Supplies/Services free of charge and to dispose of it at its own expense in compliance with the applicable laws.
4. The risk of accidental loss and deterioration of the Supplies/Services shall pass to the Purchaser upon handover at the place of fulfillment. To the extent the Supplier provides work services or supplies, formal acceptance shall trigger the passing of risk.

IX. Delivery dates, and default

1. Delivery dates and deadlines specified in the purchase order are binding. Timely Supplies/Services are essential for the Purchaser. Deadlines shall commence on the date of the purchase order. The Supplier shall bear the procurement risk for materials and components it needs for the Supplies/Services. If the Supplier becomes aware of a threat to a date/deadline, he shall notify Purchaser in writing without delay, state the reasons and the expected duration of the delay and must use every possibility to prevent or minimize the delay.
2. Supplies/Services provided before the agreed delivery dates shall entitle Purchaser to refuse Supply/Service until it is due and return the Supplies/Services to the Supplier at the Supplier's expense and risk. If the goods are not returned by the Purchaser, the Supplier shall bear the storage cost until agreed delivery date. In case of storage by the Purchaser, the storage costs shall amount to 0.25% of the invoice amount of the delivered items to be stored per week elapsed, whereby the Supplier shall be entitled to prove that the Purchaser has incurred no or only lower storage costs. The agreed delivery/service date shall be decisive for the calculation of the due date of the price.
3. If agreed dates or deadlines are not met by the Supplier, statutory provisions shall apply. Unaffected by this, the Supplier shall be obliged to pay the Purchaser a contractual penalty of 1% of the purchase order value per week or part thereof, up to a maximum of 5% of the purchase order value.
4. Acceptance of the delayed Supplies/Services without reservation shall not constitute a waiver of any claims for damages or contractual penalties to which Purchaser is entitled to; in the case of penalties this shall apply until full payment of the Supplies/Services

X. Prices, Payment terms

1. The prices stated in a purchase order are fixed prices. They include everything Supplier has to do to fulfil its obligations. Additional expenses shall be borne by the Supplier; additional claims are excluded.
2. At its option, the Purchaser pays the invoice amounts within 14 days with a 3% discount or within thirty (30) days net after receipt of a proper invoice in accordance with §14 UstG, but not before the Supplies/Services have been rendered in full or, in case of a works contract, not before the formal acceptance. In case of a payment via bank transfer, the payment shall be deemed to have been made in due time if the transfer order is received by Purchaser's bank before expiry of the payment period. Offsetting by the Purchaser is considered equivalent to payment.
3. In the event of default in payment, Purchaser shall owe default interest in the amount of five (5) percentage points above the base interest rate.

XI. Acceptance

1. In case of a contract for work services or supplies, a formal acceptance is required. The formal acceptance by the Purchaser requires that the Supplies/Services are rendered completely and free of defects by the Supplier and shall be carried out by signing a formal acceptance protocol.
2. The use of the Supplies/Services provided or their (partial) remuneration by the Purchaser shall not constitute or replace the formal acceptance. Partial acceptance is excluded.

XII. Quality, Audit

1. Supplier shall implement and maintain a state-of-the art, documented quality system of adequate type and scope. Unless agreed otherwise, the Supplier shall be certified according to the requirements of ISO 9001.
2. Supplier shall record its quality system, in particular quality tests, and make these available to the Purchaser at its request for a period of at least seven (7) years after the Supplies/Services provided or formal acceptance, as applicable. Supplier hereby consents to quality audits being carried out by Purchaser or Purchaser's representatives.

XIII. Termination

1. The Purchaser is entitled to terminate a contract for work services in whole or in part at any time. In this case, the Purchaser shall be obliged to pay for all work services already provided in accordance with the contract up to the receipt of the notice of termination, but no more than the agreed remuneration.
2. The right to extraordinary termination for cause shall remain unaffected. Cause shall in particular be assumed in the following cases: (i) in the event of a serious or repeated breach of contract, (ii) if a significant deterioration in the Supplier's financial situation occurs or threatens to occur, thereby jeopardizing the fulfillment of the contract.

XIV. Warranty

1. The Supplier warrants that the Supplies/Services comply with the requirements of Section II. of these GPC, in particular the components of the order of the contract, are suitable for the intended purpose and free from material defects and defects of title in accordance with the statutory provisions. The requirements of § 434 BGB shall apply accordingly to contracts for work services.
2. The Purchaser's receiving inspection is limited to the verifying of the shipping order, the quantity of units delivered and checking for transport damage clearly visible externally on the transport packaging, without carrying out an individual inspection (limited receiving inspection). The Purchaser shall notify the Supplier immediately of any defects identified during this limited receiving inspection or during the normal course of business. In case of a contract for work services, the Purchaser shall notify any defects in the contractual performance as soon as they are identified during the normal course of business. To this extent the Supplier hereby waives all objections that a notification of defects was made delayed.
3. In the event of defective or non-contractual Supplies/Services, the Supplier is obliged to remedy the defect (rectification) or deliver a defect-free good (replacement) without delay at the Purchaser's discretion even in the case of a contract for work services. Mere services shall be duly rendered or repeated, if possible and reasonable for the Purchaser.
4. The Supplier shall compensate the Purchaser for the expenses necessary to remedy the defect, in particular transport, travel, labor and material costs, and shall indemnify Purchaser against any claims by third parties based on a defective or non-contractual Supplies/Services.
5. The Purchaser shall notify the Supplier of the actual claim costs incurred as a result of legitimate claims and invoice the Supplier accordingly. The costs of internal claims processing (recording, communicating, handling) shall not be itemized but stated in the inspection report and charged-on at a flat rate of 100 EUR per claim, unless the Supplier proves that the Purchaser sustained lower or no costs or the Purchaser proves that higher costs have been incurred for the claim processing.
6. If the Supplier fails to fulfil its obligation of subsequent performance within a reasonable period of time set by the Purchaser, the Purchaser may remedy the defect itself and demand compensation from the Supplier for the necessary expenses or a corresponding advance payment. No period of time has to be set by the Purchaser if the subsequent performance has failed or is unreasonable for the Purchaser (e.g. due to particular urgency, danger to operational safety or imminent occurrence of disproportionate damage). The statutory rights of the Purchaser to cancellation, reduction of the price or compensation of damages remain unaffected.
7. The Supplier's liability for defects shall not be excluded or limited, nor shall the Purchaser waive its rights due to defective Supplies/Services because of any approval or acceptance of a submitted design, sample or specimen, or payment of the price.

XV. Supplier recourse

1. The Purchaser shall be entitled without restriction to the statutory rights of recourse due to a delivery not made in accordance with the contract within the supply chain (supplier recourse pursuant to §§445a, 445b, 478 BGB, or §§445c, 327 para. 5, 327u BGB). These shall also apply if the defective delivery has been assembled with or incorporated into another product or

processed in any other way by the Purchaser, its customer or a third party. Without prejudice to its statutory right of choice (§ 439 para. 1 BGB), the Purchaser is entitled in particular to demand from the Supplier in each individual case exactly the type of subsequent performance (rectification or replacement delivery) that the Purchaser owes its customer; in the case of goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates.

2. Before the Purchaser recognizes or fulfils a claim for defects asserted by its customer (including reimbursement of expenses in accordance with §§ 445a para. 1, 439 para. 2 and 3 BGB), it is entitled to request a written statement from the Supplier. If the Supplier does not provide a substantiated statement within a reasonable period of time and the Supplier and the Purchaser do not reach an amicable solution, it shall be assumed that the claim for defects granted by the Purchaser to its customer is actually owed by the Supplier. The Supplier shall be at liberty to provide evidence to the contrary.

XVI. Liability, Indemnification, Insurance

1. The Supplier shall be liable for losses, costs and expenses incurred by the Purchaser as a result or in connection with the Supplies/Services or any other breach of contract or other duty by the Supplier. Insofar as the Supplier's liability under relevant statutory provisions is predicted on fault, the provisions in this regard shall remain unaffected.
2. The Supplier shall hold harmless and indemnify the Purchaser from all liabilities, costs, losses, claims and expenses (including court and legal costs) incurred as a result or in connection with (a) defective or non-contractual Supplies/Services, (b) a breach of contract or other duty by Supplier, or (c) failure to comply with applicable law, acts, regulations, rules or notices.
3. If the Supplier renders Supplies/Services defectively and if the Purchaser or its customer carry out a product recall or other customer measures because of these defective or non-contractual Supplies/Services, the Supplier shall indemnify the Purchaser against all liabilities, costs, losses, claims and expenses (including court and legal costs) incurred as a result of or in connection with the recall or Purchaser measure. Further statutory rights remain unaffected.
4. If the Supplier or one of its affiliates is culpable of collusive agreements in respect of the Supplies/Services or other anti-competitive behavior in the meaning of applicable antitrust regulations (as established in each case by final and legally binding court decision), it shall pay the Purchaser a compensation of 8% of the net total amount payable for the Supplies/Services affected by said antitrust violation, unless the Supplier proves that the Purchaser has sustained lower or no losses. This obligation shall also continue to apply after termination or fulfillment of an individual Supplies/Services contract. Other or more extensive contractual or statutory claims of the Purchaser remain unaffected; in particular the Purchaser may claim higher compensation based on corresponding evidence.
5. To cover the risks in connection with the Supplies/Services, Supplier shall take out a business and product liability insurance, which shall also cover product recalls, with worldwide coverage and a scope of cover and sum insured of at least EURO 5,000,000 per loss event and to maintain this insurance cover for the duration of the supply agreement plus three (3) years after its expiry. On request a corresponding insurance certificate shall be submitted to the Purchaser. In the event the Supplier fails to provide evidence, the Purchaser shall be entitled to extraordinarily terminate the contracts for cause.

XVII. Statute of limitation

1. The limitation period for claims for defects shall be thirty-six (36) months from the passing of the risk; longer applicable statutory limitation periods remain unaffected. The limitation period of thirty-six (36) months shall apply accordingly to claims arising from defects of title except for claims in rem for restitution by third parties according to (§ 438 Abs. 1 Nr. 1 BGB). Claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right against the Purchaser.
2. Insofar as the Purchaser is entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply, unless the application of the limitation periods under the purchase contract or the contract for work and services leads to a longer limitation period in the individual case.
3. In the case of goods with digital elements in accordance with section II.8, § 475e BGB shall apply accordingly to the limitation period for claims due to the breach of the obligation to update.
4. In deviation from § 445b para. 1 BGB, the Purchaser's claim for reimbursement of expenses pursuant to § 445a para. 1 BGB shall become time-barred thirty-six (36) months after delivery of the good. In addition, the statutory provisions §§ 445b para. 2 and 3, 478 BGB shall apply to re-course claims.
5. The limitation period for rights due to defective or non-contractual Supplies/Services shall be suspended from the notification of defects until the defect has been fully remedied. After rectification or replacement, the limitation period for the affected Supplies/Services shall recommence.

XVIII. Ownership, retention of title, provisions of materials

1. Title to all Supplies/Services and the associated work results shall pass to the Purchaser free of any rights of third parties, unconditionally and irrespective of the payment of a price, at latest upon delivery or performance. This includes all technical documents (including those from sub-suppliers of Supplier) and other documents required for the manufacture, maintenance, and operation of the Supplies/Services. These technical documents shall be in German and shall be based on the international system of units SI.
2. If the Purchaser accepts an offer from the Supplier conditional to the payment of a price in an individual case, the Purchaser's retention of title shall expire at the latest upon payment of the price. The Purchaser shall remain authorized to resell the Supplies/Services in the ordinary course of business even before payment of the price, assigning the resulting claim in advance (alternatively, the simple retention of title extended to the resale shall apply). Any prolonged, extended or other retention of title by the Supplier is therefore excluded.
3. All equipment, materials, tools, samples, drawings and other items owned by the Purchaser or its Purchasers which the Purchaser hands over to the Supplier ("Provisions") shall remain the property of the Purchaser. Provisions may not be made accessible to third parties or reproduced without the prior written consent of the Purchaser.
4. The Supplier shall inspect all Provisions immediately upon receipt and inform the Purchaser of any deviations from what has been contractually agreed, otherwise the Provision shall be deemed to have been accepted. The Supplier shall label the Provisions as the property of the Purchaser or its customer, store them carefully and separately from its property and insure them against typical damages. The Supplier shall use the Provisions only for the contractually agreed purpose and shall return all Provisions to the Purchaser in flawless and usable condition within ten (10) days after request, termination or expiry of the contract.
5. If the Supplier processes, mixes, combines or processes the Supplies/ Services in any other way, it shall do so on behalf of the Purchaser.

XIX. Freedom from third-party rights, Rights of use

1. The Supplier shall ensure that the Supplies/Services are free from third-party rights and shall indemnify the Purchaser at first request from all liabilities, costs, losses, claims and expenses (including court and legal costs as well as costs for settlement of such claims and lawsuits) incurred by the Purchaser or its customers or suppliers in connection with any third-party claims and lawsuits against the Purchaser or its customers or suppliers based on infringements of industrial property rights or copyrights of said third parties by the Supplies/Services or use thereof; the Supplier shall also defend the Purchaser and hold the Purchaser completely harmless in this respect.
2. In the event that the Supplies/Services infringe third-party industrial property rights, Supplier shall, at Purchaser's choice, either at its own expense modify or exchange the Supplies/Services so that they continue to fulfill the contractually agreed specifications without infringing third-party rights, or obtain rights of use for all types of use for the Purchaser by taking out a license. If Supplier fails to do this within a reasonable period, Purchase shall be entitled to withdraw from the individual contract or appropriately reduce the price.
3. The Supplier shall grant the Purchaser the exclusive, irrevocable and free-of-charge right to use and exploit in all known and unknown types of use and exploitation, without restriction as to territory, time and content, all Supplies/Services capable of being protected by intellectual property rights and the work results associated with them. In particular, the Purchaser shall be entitled without restriction to reproduce, process, distribute in unaltered and altered form, publicly reproduce by wire and wireless means, as well as to transfer all contractually granted rights of use to third parties free of charge and against payment. In the case of software this includes the source code and the documentation.
4. Where the manufacture, repair, use, and/or sale of the Supplies/Services concerned requires property rights of the Supplier which are owned by Supplier or have been registered by the Supplier („Background Property Rights"), the Purchaser shall have a royalty free, perpetual, worldwide, irrevocable, non-exclusive right of use to such Background Property Rights. The same shall apply to pre-existing know-how. The Supplier shall inform the Purchaser without undue delay about its intend to use Background Property Rights or third-party rights in connection with work on the Supplies/Services.
5. The Supplier is responsible for complying strictly with the regulations of the employee invention law or similar local laws to which it is subject and for claiming the respective invention in good time. This shall also apply insofar as Supplier has no employees of its own but lawfully hires temporary third-party workers.
6. Purchaser is unconditionally authorized to carry out repairs and modifications to Supplies/Services itself or have them carried out by third parties and to manufacture spare parts itself or have them manufactured by third parties.

XX. Confidentiality, publicity

1. The Supplier shall keep all information, in particular commercial and technical details in whatever form, which become known to it in connection with its Supplies/Services ("Confidential Information"), (i) strictly confidential

and secret and (ii) only use them for performance of the contract. This shall continue to apply after the end of the contractual performance, unless the Confidential Information has become publicly known without breach of confidentiality obligations. Any separate confidentiality agreements and statutory provisions shall remain unaffected.

2. The publication of the Supplier and the Purchaser's business relationship requires the Purchaser's explicit prior consent in writing.

XXI. Supplier Code of Conduct

The Supplier undertakes to comply with the provisions of the thyssenkrupp Supplier Code of Conduct, which can be downloaded [here](https://www.thyssenkrupp.com/de/unternehmen/einkauf/fuer-lieferanten/einkauf-downloads.html#571359) (<https://www.thyssenkrupp.com/de/unternehmen/einkauf/fuer-lieferanten/einkauf-downloads.html#571359>). In case the Supplier or its sub-contractors violate these standards, the Purchase is entitled to extraordinarily terminate the contract for cause.

XXII. General Provisions

1. The Supplier shall notify the Purchaser immediately of any change in its shareholder or ownership or corporate structure and that of its parent company (Change of Control). The Purchaser shall be entitled to terminate the contract extraordinarily if the controlling influence over the Supplier changes and the Purchaser's interests are unreasonably impaired.
2. The Supplier is not entitled to assign or transfer rights and obligations, in particular claims under the contract, or have them collected by third parties without the prior written consent of the Purchaser. §354a HGB remains unaffected.
3. The Purchaser is entitled to offset and retain receivables due to the Supplier from the Purchaser against all receivables due to thyssenkrupp AG or thyssenkrupp AG holds a direct or indirect controlling interest at the time of offsetting from the Supplier. The Supplier's rights of set-off and retention are excluded, unless the Supplier's claims are undisputed or legally established.
4. If the Purchaser does not exercise rights under a contract, this shall not be deemed a waiver. An explicit waiver of a contractual right by the Purchaser is only effective for the specific individual case to which it relates.
5. Amendments and additions to the purchase order, a contract, and/or these GPC as well as any ancillary agreements shall be made in writing and signed by both parties. This also applies to agreements which partly or fully lift this written-form requirement. Legally relevant declarations and notifications by the Supplier must be made in writing. Written form within the meaning of these GPC includes written, text and electronic form.
6. Should individual provisions of these GPC become entirely or partly invalid or unenforceable, this shall not affect the validity of the remaining provisions of these GPC. In such case the parties undertake to agree a legally valid replacement provision based on the purpose of the contract that comes as close as possible to the invalid provision and is legally valid.
7. Insofar as these GPC are made available in another language, only the German version shall apply and take precedence.
8. The legal relations between the parties shall be governed by the material laws of the Federal Republic of Germany to the exclusion of any referrals back or forward under the conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980, as amended.
9. The exclusive place of jurisdiction for all disputes arising from or in connection with the contract shall be the place of Purchaser's registered office or at Purchaser's discretion, Supplier's general place of jurisdiction.