

Conditions of Purchase for Works and Services

1. Order and Confirmation of Order

- 1.1 Customer may cancel the order if Supplier has not confirmed acceptance of the order (confirmation) in writing within two weeks of receipt.
- 1.2 Any alterations, amendments or additions to the order shall only become a part of the contract if Customer accepts such in writing. In particular, Customer is bound by the general terms and conditions of Supplier only to the extent that such are in accordance with these Conditions of Purchase or if Customer agrees to such in writing. The acceptance of deliveries or services as well as payments does not constitute such agreement.
- 1.3 Any provisions in other documents provided by Supplier (such as but not limited to specifications, data sheets, technical documentation, advertising materials, order confirmation and/or shipping documents) regarding legal terms, warranty, liability, restriction of use, restriction of application and/or restriction of suitability, or any other provision that changes the provisions of these Conditions of Purchase shall not be applicable.

2. Performance of Services, Employment of Staff

- 2.1 Supplier shall perform the services with the greatest care and the state of the art in science and technology, in order to enable the best possible result to be achieved. Supplier shall comply with Customer's specifications and shall inform Customer promptly if, in Supplier's opinion, changes to the services are possible which would result in improvements. In such a case, sections 4.3 and 4.4 shall apply.
- 2.2 Supplier shall maintain a quality management system (e.g. according to DIN EN ISO 9001).
- 2.3 Supplier shall perform the services itself or by using its own employees. Orders or parts thereof may not be assigned or subcontracted to third parties without the prior written consent of Customer. If Supplier fails to obtain such consent, Customer shall be entitled to withdraw from the contract in full or in part and to demand compensation for damages. Customer is not authorized to issue any labour-related or disciplinary instructions towards Supplier and its employees. Supplier shall produce the required employment permits for any non-German employees at the request of Customer.
- 2.4 Supplier shall ensure that services are only rendered with personnel who are not listed in the relevant national, German, European or US-Sanctions lists, including, but not limited to, the European Union Consolidated Financial Sanctions List (CFSL), the U.S. lists issued by the Department of Commerce (Bureau of Industry and Security B.I.S.), and the U.S. lists issued by the Department of Treasury (Office of Foreign Assets Controls OFAC).
- 2.5 Supplier shall be free to organize and arrange its work schedule. Supplier may only perform the services on Customer's premises where this is essential for the proper fulfilment of the order and has been agreed in writing beforehand. In this case Customer shall grant Supplier access to the appropriate premises.
- 2.6 Supplier has the sole responsibility for compliance with all legal, regulatory and professional requirements with respect to its employees. Supplier shall in particular fulfill the statutory wage requirements as well as the wage requirements from all applicable collective bargaining agreements, meet its obligations to pay taxes and social security contributions, meet all legal and industrial law requirements as well as occupational requirements and shall only use employees which have the required residence and working permits and/or EU working permits and have proper social security and accident insurance. In case of involvement of third parties and/or the involvement of further third parties by third parties, Supplier equally ensures the compliance with these requirements. Upon request, Supplier shall also provide Customer with respective written proof of compliance with these obligations by the third parties.
- 2.7 Supplier shall indemnify and hold harmless Customer from and against any claims based on the infringement of obligations pursuant to this section 2 by Supplier or third parties. Further rights of Customer shall remain unaffected. In particular, an infringement of an obligation pursuant to this section 2 entitles Customer to terminate the contract for material breach.

3. Software Related Services

- 3.1 Should Supplier develop or convert software for Customer, Supplier shall provide Customer with all related documentation, as well as the source and object code.

- 3.2 Should the services include software related services, Supplier shall provide support in the implementation of the application of the developed/converted software and shall maintain it. Insofar as such support and maintenance services do not fall under the agreed scope of the contract, Customer and Supplier shall agree on a reasonable remuneration;

- 3.2.1. Supplier shall comply with safe, state-of-the-art software development methods including secure coding standards, such as, e.g., OWASP standards;

- 3.2.2. Customer has the right to yearly audit or have audited Supplier's compliance with the provisions of this section 3 and section 22 at Supplier's relevant site(s) without cause and, in addition, if Customer has a justified suspicion that Supplier is not in full compliance with those provisions, in each case upon reasonable prior notice.

4. Change Requests; Additional Expenses

- 4.1 Customer may amend the requirements for the services and other contractual conditions according to the following Change Request process. Customer shall notify Supplier in writing or by e-mail of the requested change ("Change Request").

- 4.2 Customer shall notify Supplier in writing or by e-mail of the requested change ("Change Request").
- 4.3 Supplier shall no later than seven working days after receiving the Change Request notify Customer in writing or by e-mail, as to whether and how the Change Request will affect the agreed schedule, the remuneration and/or other contractual conditions and submit an offer for the implementation of the change request. If the implementation of the Change Request results in changes to the remuneration or the time schedule, such changes shall be calculated on the basis of the original calculation base. Supplier is not obliged to submit an offer, if an implementation of the Change Request cannot reasonably be expected from Supplier.

- 4.4 If Customer accepts the offer, the Change request shall form part of the contract and the contract shall be amended and/or supplemented through the agreed Change Request e.g. with regard to the services to be performed, the schedule and the remuneration.

- 4.5 If, in Supplier's opinion, Customer's requirements or other circumstances attributable to Customer are leading to increased time and material expenses and/or are affecting the agreed deadlines and/or the remuneration, or if Supplier considers changes to the services necessary or useful, Supplier shall indicate this to Customer promptly in writing or by e-mail. In such a case, sections 4.3 and 4.4 shall apply, whereby the offer must be submitted together with the notification.

- 4.6 Additional expenses shall be reimbursed, and any additional remuneration shall be paid only if such reimbursement or payment has been agreed expressly in writing in accordance with section 4.4. With regard to delivery dates, Supplier can only rely on a hindrance if timely and proper notification has been made according to section 4.5.

5. Duty to Inform

5. Unless expressly agreed otherwise, Supplier shall keep Customer informed about the progress of the services carried out on behalf of Customer. At Customer's request, Supplier shall allow Customer access to the documentation of the work and services.

6. Cooperation between the Contracting Partners

- 6.1 Each contracting partner shall provide the other with the name of a competent contact person who is responsible for obtaining decisions relating to the performance of the services.

- 6.2 Customer shall provide Supplier's contact person in the agreed data format, with all texts, documents, information and data available to Customer which Customer considers necessary for the provision of the services, where these are not otherwise available to Supplier. If Supplier does not consider the information to be sufficient, it shall advise Customer to this effect immediately.

- 6.3 If it has been agreed that Supplier is to design training material for provision of the services, approval of this material must be obtained from Customer prior to use.

- 6.4 Supplier may only promote, offer, use or sell the results of the services (see section 13.1) with the explicit written permission of Customer.

7. Acceptance of Work Services and Liability for Defects

- 7.1 Work services ("*Werkleistungen*") shall be subject to acceptance testing once they have been completed by Supplier. Following completion of acceptance testing, Customer shall declare acceptance of the work services in writing or in other appropriate form provided the relevant work services are free from defects. There shall be no acceptance in case of substantial defects.

- 7.2 If services performed by Supplier turn out to be defective, Supplier shall at Customer's discretion either remedy these defects or perform the services again without defects, within a reasonable period and at Supplier's own cost. If Supplier fails to remedy the defects or perform the services again without defects despite being given a reasonable time limit, Customer may withdraw from the contract or reduce the remuneration by a reasonable amount or remedy the defect or have it remedied at Supplier's cost and demand compensation for damages in lieu of performance.
- 7.3 The warranty period for material deficiencies is three years, insofar as no statutory provisions provide longer periods.
- 7.4 The warranty period for deficiencies in title is five years, insofar as no statutory provisions provide longer periods.
- 7.5 Further or other claims and rights remain unaffected.
- 8. Travel Costs**
- 8.1 Travel and accommodation costs shall be reimbursed to Supplier if Customer has given its prior consent in writing or by E-mail to pay the travel costs of Supplier or its employees. In such cases, the (net) travel and accommodation costs shall be reimbursed only upon presentation of copies of the relevant receipts, showing the input tax amounts contained therein (with the exception of lump sums and mileage) and after deduction of possible input tax amounts, as follows:
- | | |
|---|---|
| <u>Rail</u> | 2nd class |
| <u>Air</u> | Economy class |
| <u>Kilometer Allowance</u> | In accordance with tax authority guidelines |
| <u>Lump sum overnight accommodation</u> | In accordance with tax authority guidelines or by arrangement with the project manager/coordinator, on presentation of copies of relevant receipts including higher overnight accommodation costs |
- 8.2 Prior to commencing any travel, Supplier shall agree on the details with Customer (such as, for example, work location, dates, selection of hotel category and class of car if using a hired vehicle or private car instead of traveling by rail or air), whereby the most suitable and cost-effective form of transport will be chosen, taking into account the urgency of the matter. Travelling time will not be reimbursed.
- 9. Remuneration**
- As remuneration for the services and the rights of use granted to Customer under section 13 below, Customer shall pay the agreed amount to Supplier following correct and timely performance of the services.
- 10. Invoices**
- 10.1 Any agreed additional costs (travel and accommodation costs) and applicable VAT (where the services are subject to VAT legislation) shall be listed separately in the relevant invoice. The due taxation of all payments for income-tax purposes and any VAT payments is the responsibility of Supplier. Insofar as the services performed by Supplier are subject to VAT and have been properly invoiced by Supplier, Customer is prepared to pay the VAT due on the agreed remuneration. If the reverse-charge process is used for the services performed by Supplier, the latter shall present the invoice without setting out VAT and refer to this fact by adding "Tax liability of the service recipient / Reverse Charge" to the invoice.
- 10.2 The order codes and numbers for each individual item shall be shown on the invoices. Invoices are not payable if these details are not included. Duplicate invoices shall be marked as such. If hourly remuneration is agreed, the relevant time sheets countersigned by Customer shall be attached to the invoice.
- 11. Payment**
- 11.1 Unless otherwise agreed, payments shall be due and payable no later than 30 (thirty) days net. If payment is made within 14 (fourteen) days, Customer is entitled to a 3 % (three percent) discount. The period for payment shall commence as soon as any delivery or service is completed and a correctly issued invoice is received.
- 11.2 Insofar as Supplier is required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of completeness for delivery and/or performance. A discount shall also be permissible if Customer sets off or withholds any payments to a reasonable extent on account of any deficiency.
- 11.3 Payment does not constitute an acknowledgement that the corresponding delivery or services were provided in accordance with the contract.
- 12. Delay**
- 12.1 Timely performance of the services depends on whether the agreed deadlines for performance have been met or, where the services are subject to acceptance testing, on the successful and complete acceptance testing of the services by Customer.
- 12.2 If a delay in performance of the services or parts thereof or in their supplementary performance becomes foreseeable, Customer shall be notified to this effect immediately and its decision shall be obtained.
- 12.3 If Supplier falls behind schedule with the performance of the services, Customer is entitled to demand a penalty for each working day (or part thereof) of the delay of 0.3 % (zero point three percent) of the order amount, up to a maximum of 5 % (five percent) of the order amount.
- 12.4 If the delay concerns a binding intermediary deadline (contractual deadline), the basis for the calculation of the penalty shall be the services which were to be performed until the end of the intermediary deadline. Penalties for exceeding intermediary deadlines shall be deducted from the penalty for exceeding the final completion date.
- 12.5 If there is a delay with regard to a specific, fixed date ("*Fixtermin*"), Customer is entitled to demand a penalty of 5 % (five percent) of the respective order amount for this specific date and/or to withdraw from the contract.
- 12.6 The penalty does not release Supplier from its delivery and service obligations. The penalty may still be claimed if the reservation of rights is made no later than the date of final payment.
- 12.7 Further or other claims and rights remain unaffected.
- 13. Rights of Use**
- 13.1 Customer shall own all rights, title and interest in the results of the services (hereinafter called "results") upon their creation, regardless of the stage of development reached. Supplier shall keep the results for Customer safe until they are handed over. To the extent the results are protected by copyright or other, non-transferable rights and Customer cannot – because of the existence of these rights – become owner of the results, Supplier shall grant Customer the exclusive, worldwide, transferable, sublicensable and unrestricted right to modify, to have modified, to use, to have used, to publish, to have published, to distribute, to have distributed, to utilize or to have utilized the results in their original form and as extended or modified by Customer.
- 13.2 If and to the extent Customer and/or a third party that has a contractual relationship with Customer requires Supplier's methods, processes, management tools, concepts, ideas and other know-how, that Supplier has developed, created or generated before or in the course of the performance of services ("Background Know-How"), in order to make use of the results, Supplier shall grant Customer a perpetual, unrestricted, worldwide, royalty-free, non-exclusive, sublicensable, and transferable right to use or have used such Background Know-How.
- 13.3 If the results contain inventions, ideas or designs which are patentable or otherwise eligible for registration, Customer is entitled, at its discretion and in its own name, to apply for such property rights in any countries, to maintain these rights or to abandon them at any time. If necessary, Supplier shall assist Customer with the application; Supplier shall refrain from any activity that may impede the application and efficient exploitation of the rights by Customer. The property rights incurred as a result of such applications belong to Customer.
- 13.4 Supplier hereby waives its right to authorship credit with respect to the results, unless otherwise agreed in the individual case.
- 13.5 Supplier undertakes to ensure that the inventions or ideas arising in the course of the performance of the services are transferred to Customer free of further charge or further cost.
- 13.6 In contracts with its employees, freelancers or third parties involved in the provision of the services in accordance with section 2.3 working on the services, Supplier shall at all times assure that any and all rights as described in sections 13.1 and 13.2 are enjoyed by Customer exclusively, worldwide and without any time limit, or other restriction, and also that they are not affected in any way by a termination of the contract between Supplier and its employees, freelancers or third parties. Such provisions shall survive and be valid after termination of the contract between Supplier and its employees, freelancers or third parties. Otherwise, Supplier shall compensate Customer for all resulting damages and expenditure including but not limited to reasonable costs of legal defence and shall indemnify and hold harmless Customer to this extent against third-party claims, unless Supplier is not liable for such damage, costs or claims.
- 14. Open Source Software**
- 14.1 Supplier shall inform Customer – at the latest at the time the order is confirmed – whether the products and services to be delivered contain open source software (OSS) components.
- 14.2 In the context of this provision "OSS components" means any software, hardware or other information that is provided royalty-free by the respective licensor to any user on the basis of a license with the right to modify and/or to distribute (e.g., GNU General Public License or the MIT License). Should the products and services delivered by Supplier contain OSS components, Supplier shall comply with all applicable OSS license terms, grant all those rights to Customer and provide all

information which Customer needs in order to comply himself with the applicable license terms. In particular, Supplier must deliver to Customer promptly after the order is confirmed the following:

- a schedule of all OSS components used including their versions, indicating the relevant licenses, including a copy of the complete text of such licenses and copyright and/or authorship notices;
- the source code of the relevant OSS, including scripts and information regarding its generating environment insofar as the applicable open source conditions require this.

14.3 Supplier shall, by the time of order confirmation at the latest, inform Customer in writing whether any OSS licenses used by Supplier might be subject to a Copyleft Effect which could affect the products of Customer. In the context of this provision, "Copyleft Effect" means that the provisions of the OSS license require that certain of Supplier's products, as well as any products derived from such products, may only be redistributed in accordance with the terms of the OSS license, e.g. only if the source code is disclosed. In case any OSS licenses used by Supplier are subject to a "Copyleft Effect" as defined above, then Customer is entitled to cancel the order within two weeks of receipt of this information.

15. Provision of Material, Information

15.1 Material and information provided by Customer or made for Customer remain the property of Customer and are to be stored, labelled as property of Customer and administered separately and free of charge. Their use is limited to the orders of Customer only. Supplier shall supply replacements in the event of reduction of value or loss, for which Supplier is responsible, even in the event of simple negligence. This also applies to the transfer of allocated material.

15.2 Any processing or transformation of the material shall be done for Customer. Customer shall immediately become owner of the new or transformed product. Should this be impossible for legal reasons, Customer and Supplier hereby agree that Customer shall be the owner of the new product at all times during processing or transformation. Supplier shall keep the new product safe for Customer at no extra cost and in so doing exercise the duty of care of a merchant.

16. Release of Documents

Supplier shall release all documents and other resources, including copies thereof, that it has received or produced in connection with the order, immediately after acceptance testing or handing-over of the results or, if acceptance testing or handing-over is not possible because of the type of results, after execution of the services.

17. Confidentiality, Data Protection

17.1 Supplier shall treat as confidential the knowledge and findings, documents, data, terms of reference, business processes or other information that it receives from or about Customer in the context of performing the services, as well as the conclusion of the contract and any results, with regard to third parties other than those involved in the provision of the services in accordance with section 2.3 – and shall keep the same confidential beyond the term of the contract – for as long as and insofar as such information has not become publicly known by legal means or Customer has not consented in writing to its transfer in the individual case. Supplier shall make confidential information available only to those employees who need the information for the fulfilment of their duties and shall ensure that such employees are also subject to a duty to treat such information as confidential. Supplier shall use this information exclusively for the purpose of performing the services.

17.2 Insofar as Supplier is granted access to personal data in the course of providing the services, Supplier shall comply with the statutory provisions relating to protection of personal data and data privacy and shall enable Customer to keep itself informed that such provisions are being complied with. Supplier shall ensure that personnel (including employees and freelance workers) who are involved in the processing of personal data committed themselves to confidentiality.

17.3 Insofar as Supplier performs services on the premises of Customer or has access to Customer's IT systems, the policy "Rules for Business Partners of Siemens" shall also apply which will in this case be provided to Supplier. Supplier's access to Customer's IT systems requires the explicit prior consent of Customer who will decide about the concrete type of access and is subject to Supplier's acceptance of the applicable rules for the access of third parties.

17.4 Supplier shall impose an obligation that corresponds to this section 17 upon those third parties that it involves in the provision of the services in compliance with section 2.3.

18. Assignment of Claims

Any assignment of any claim is only allowed with the prior written approval of Customer.

19. Cancellation, Right of Termination; Consequences of Termination

19.1 Customer is entitled to cancel an order which entails the performance of training services in whole or in part until 14 (fourteen) days before the scheduled training date without incurring any costs. If cancellation takes place at a later date, Supplier is entitled to a reimbursement of the costs incurred because of such cancellation, limited in any case to the order amount of the respective cancelled service.

19.2 Customer is entitled to terminate the contract at any time.

19.3 In this case, Customer shall pay for the services performed up to the point at which the contract was terminated. Furthermore, Customer shall pay a compensation in the amount of 5 % (five percent) of remuneration for the part of services not yet performed. Any additional claims of Supplier for fulfilment, reimbursement or damages due to such termination are excluded.

19.4 Other rights to terminate the contract (with or without cause) remain unaffected by the foregoing. In particular, Customer may terminate the contract for cause in case (a) Supplier is in delay with its delivery or service and such delay – despite a corresponding reminder by Customer – persists for more than two weeks after receipt of such reminder or in case (b) that adherence to the contract by Customer cannot reasonably be expected from Customer because of a reason attributable to Supplier and taking into consideration the circumstances of the case and both parties' interests. This might, in particular, apply in case of an actual or possible deterioration of Supplier's financial situation thus threatening the due fulfilment of Supplier's obligations under the contract.

19.5 Customer may also terminate the contract in case insolvency proceedings or similar proceedings in relation to the assets of Supplier are applied for or commenced.

19.6 In case of a termination by Customer, Customer may use the equipment available for the further provision of services, or services already provided by Supplier, against reasonable remuneration.

20. Code of Conduct for Siemens Suppliers, Security in the Supply Chain, Cartel Damages

20.1 Supplier is obliged to comply with the laws of the applicable legal system(s). In particular, Supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labour. Moreover, Supplier will take responsibility for the health and safety of its employees and shall fulfil the applicable minimum wage requirements. By acting in accordance with the applicable environmental laws, Supplier shall take adequate measures to avoid the deployment of so-called conflict minerals and shall create transparency regarding the origin of raw materials. Supplier shall provide a protected grievance mechanism for its own employees to report possible violations of this Code of Conduct and will use reasonable efforts to promote this Code of Conduct among its suppliers and those third parties engaged in the course of provision of the services according to section 2.3 above.

20.2 Supplier shall strongly support the efforts of Customer regarding security in the supply chain, which includes the attainment and preservation of the status as an Authorized Economic Operator (AEO) in terms of WCO SAFE Framework of Standards. Upon request of Customer, Supplier shall without undue delay sign and return to Customer a written declaration on security in the supply chain provided by Customer, which will be consistent with - depending on the registered office of Supplier - the requirements of the European Commission according to the then current AEO Guidelines or the requirements of a comparable initiative for security in the supply chain according to WCO SAFE Framework of Standards (e.g. C-TPAT), unless Supplier itself owns the status of AEO or a comparable status based on WCO SAFE Framework of Standards and is able to demonstrate such by providing an authorization or certificate respectively.

20.3 In addition to other rights and remedies Customer may have, Customer may terminate the contract in case of breach of the obligations under section 20 by Supplier. However, provided that Supplier's breach of contract is capable of remedy, Customer's right to terminate is subject to the proviso that such breach has not been remedied by Supplier within a reasonable grace period set by Customer.

20.4 If Supplier violates applicable antitrust laws, by forming a cartel or by a similar anticompetitive behaviour, in relation to the deliveries and services supplied to Customer, Supplier shall pay to Customer liquidated damages in the amount of 15% (fifteen percent) of the total remuneration for the relevant deliveries and services during the relevant period.

20.5 If Supplier violates applicable antitrust laws, by forming a cartel or by a similar anticompetitive behaviour, in relation to the deliveries and services supplied to Customer, Supplier shall pay to Customer liquidated

damages in the amount of 15% (fifteen percent) of the total remuneration for the relevant deliveries and services during the relevant period.

- 21. Product Conformity, Product-Related Environmental Protection including Substance Declaration, Dangerous Goods, Occupational Health and Safety**
- 21.1 Should Supplier deliver products, to which product-related statutory and legal requirements apply in view of their placing on the market and further marketing in the European Economic Area or to which corresponding requirements apply regarding other countries notified by Customer to Supplier, then Supplier must ensure compliance of the products with these requirements at the time of transfer of risk. Furthermore, Supplier must ensure that all documents and information which are necessary to provide the proof of conformity of products with the respective requirements can be furnished immediately to Customer upon request.
- 21.2 Should Supplier deliver products, substances of which are set out in the "List of Declarable Substances" (www.bomcheck.net/suppliers/restricted-and-declarable-substances-list) applicable at the time of the order or which are subject to statutorily-imposed substance restrictions and/ or information requirements (e. g. REACH, RoHS), Supplier shall declare such substances and provide information as requested in the web database BOMcheck (www.BOMcheck.net) no later than the date of first delivery of products. With respect to statutorily imposed substance restrictions the foregoing shall only apply to laws which are applicable at the registered office of Supplier or Customer or at the designated place of delivery requested by Customer.
- 21.3 Should the delivery contain goods which – according to international regulations – are classified as dangerous goods, Supplier shall inform Customer hereof in a form agreed upon between Supplier and Customer, but in no case later than the date of order confirmation.
- 21.4 Supplier is obliged to comply with all legal requirements regarding the health and safety of the personnel employed by Supplier. It must ensure that the health and safety of its personnel as well as indirect subcontractors employed to perform the deliveries and services is protected.
- 22. Cybersecurity**
- 22.1 Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier Operations as well as products and services. These measures shall be consistent with good industry practice and shall include an appropriate information security management system consistent with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).
- 22.2 "Supplier Operations" means all assets, processes and systems (including information systems), data (including Customer data), personnel, and sites, used or processed by Supplier from time to time in the performance of this contract.
- 22.3 Should products or services contain software, firmware, or chipsets:
- 22.3.1. Supplier shall implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in products and services which shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);
- 22.3.2. Supplier shall continue to support and provide services to repair, update, upgrade and maintain products and services including the provision of patches to Customer remedying vulnerabilities for the reasonable lifetime of the products and services;
- 22.3.3. Supplier shall provide Customer with a bill of materials identifying all third-party software components contained in the products. Third-party software shall be up-to-date at the time of delivery to Customer;
- 22.3.4. Supplier shall grant to Customer the right, but Customer shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time, and shall adequately support Customer;
- 22.3.5. Supplier shall provide Customer with a contact for all information security-related issues (available during business hours).
- 22.4 Supplier shall promptly report to Customer all relevant information security incidents occurred or suspected and vulnerabilities discovered in any Supplier Operations, services and products, if and to the extent Customer is or is likely to be materially affected.
- 22.5 Supplier shall take appropriate measures to achieve that its subcontractors and suppliers shall, within a reasonable time, be bound by obligations similar to the provisions of this section 22.
- 22.6 At Customer's request, Supplier shall provide written evidence of its compliance with this section 22 including generally accepted audit reports (e.g., SSAE-18 SOC 2 Type II).
- 23. Export Control and Foreign Trade Data Regulations**
- 23.1 Supplier shall comply with all applicable export and import restrictions, customs and foreign trade regulations (hereinafter referred to as "Foreign Trade Regulations") in relation to all services to be provided according to this contract. Supplier shall obtain all necessary export

licenses pursuant to the applicable Foreign Trade Regulations. In particular, Supplier represents and warrants that none of its products nor its services provided under the contract contain prohibited products and/or services under the Foreign Trade Regulations applicable to Customer (including, but not limited to, Council Regulations (EU) 833/2014, 692/2014, 2022/263 or 765/2006 as well as the U.S. Export Administration Regulations (15 C.F.R. Parts 730-774), and import regulations enforced by U.S. Customs and Border Protection).

- 23.2 Supplier shall advise Customer in writing within two weeks of receipt of the order and in any case before the services are performed – and in case of any changes without undue delay – of any information and data required by Customer to comply with all Foreign Trade Regulations in case of export and import as well as re-export, including without limitation:
- All applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN); and
 - the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and
 - the country of origin (non-preferential origin); and – upon request of Customer – documents to prove the non-preferential origin; and
 - the preferential country of origin, and, upon request of Customer, documents pursuant to the requirements of the applicable preferential law to prove the preferential origin (e.g., supplier's declaration).
- 24. Reservation Clause**
- Customer shall not be obligated to fulfil the contract if such fulfilment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.
- 25. Mention as Reference Customer**
- Only upon Customer's prior written approval, Supplier shall be allowed to mention Customer as a reference customer and/or make reference to products or services which Supplier has developed during the performance of an order for Customer and/or to make press releases or other public declarations in connection with the order.
- 26. Supplementary Provisions**
- 26.1 Insofar as the provisions of these Conditions of Purchase do not regulate certain matters, the relevant statutory provisions shall apply.
- 26.2 Supplier shall be liable for any expenses and/or damages incurred by Customer due to any breach of these conditions, in particular of sections 7, 12, 13, 14, 20, 21, 22 and 23, unless Supplier is not responsible for such breach.
- 27. Place of Jurisdiction and Applicable Law**
- 27.1 German substantive law shall apply, excluding the provisions of the United Nations Law on the Sale of Goods of 11th April 1980.
- 27.2 The relevant court of jurisdiction shall be Nuremberg.