

**General Terms and Conditions of
Purchase and Delivery for the
Companies of the trans-o-flex Group
(Status 01.12.2024)**

1. Scope of Validity

- 1.1 These General Terms and Conditions of Purchase and Delivery ("GTCPD") will hereby apply to services/deliveries of any kind, which have to be provided by a supplier/contractor ("Contractor"), to companies of the trans-o-flex Group ("trans-o-flex"), unless expressly stated as otherwise in the written order. Companies of the trans-o-flex Group are considered to be all companies which are affiliated with trans-o-flex Express GmbH & Co. KGaA.
- 1.2 These GTCPD will hereby apply in the version which is valid at the time of the order and/or in any case in the version last notified to the Contractor in text form as a framework agreement, also for similar future contracts even when no further separate reference is made to them in subsequent orders.
- 1.3 The validity for the general terms and conditions of business/contract and/or terms and conditions of business customary in the industry, which are considered not to be applicable to trans-o-flex, will be expressly excluded.
- 1.4 Any individual agreements which have been concluded with the Contractor in individual cases (including ancillary agreements, supplements and amendments) will take precedence over these GTCPD in all cases. Subject to proof to the contrary, a written contract and/or our written confirmation will be deemed to be authoritative for the content of such agreements.
- 1.5 Legally relevant declarations and notifications by the Contractor with regard to the contract (e.g. setting of deadlines, reminders, withdrawal) must always be submitted in writing i.e. in written form or text form (e.g. letter, email, fax). Statutory formal provisions and additional verification, in particular in case of doubts about the legitimacy of the declarant, will hereby remain unaffected.
- 1.6 Any notes or references to the applicability of statutory provisions will only have a clarifying significance. Even without any such clarification, the statutory provisions will therefore apply unless they are directly amended or expressly excluded in these GTCPD.

2. Obligations for the Contractor

- 2.1 The Contractor will solely bear the costs of quotations, including all contract preparation costs and cost estimates.
- 2.2 The Contractor will always immediately notify trans-o-flex in writing about all circumstances which could impair the performance of the service in accordance with the contract, thereby clearly stating the reasons and duration as well as a proposal of measures to be implemented to resolve the same.
- 2.3 The Contractor will solely bear the procurement risk for its services unless otherwise agreed in individual cases (e.g. limitation for stock).
- 2.4 The Contractor will be obliged to take back and/or recycle the packaging material which they have brought with them. Recycling and/or disposal of any packaging material will always be executed at the Contractor's own expense. Packaging materials which are

subjected to the Packaging Act, and as amended from time to time, will be registered by the Contractor or its sub-supplier with the Central Office and licensed with a dual system.

2.5 Should trans-o-flex request it, then the Contractor will provide verification of the origin of products including all data and documents required for this purpose (e.g.: originating products).

2.6 Insofar as the Contractor renders services for trans-o-flex, then the following will apply:

The Contractor hereby assures that it is in possession of all certificates and permits which are required for the performance of the order. The Contractor hereby undertakes to perform the services properly and professionally in compliance with the current state of the art and all statutory and local authority ordinances, provisions, requirements and regulations. The Contractor hereby warrants that the work performed and the plant components, machines, equipment and materials which will be utilised are suitable for the performance of the services and comply with all technical, statutory and local authority ordinances, provisions, requirements and regulations.

The Contractor will execute the work within the normal working hours of trans-o-flex.

2.7 The Contractor will not offer, promise or grant any pecuniary advantage to any member of staff from trans-o-flex who is involved in the conclusion and processing of an order - otherwise trans-o-flex will be entitled to withdraw from the contract.

2.8 The order or any of its essential parts must never be passed on to third parties (subcontractors) without the written consent of the Client.

2.9 The Contractor will be solely liable for the fault of all people whose services the Contractor utilises in order to fulfil its contractual obligations to the same extent as for its own fault.

2.10 The Contractor will be obliged to comply with all legal provisions which are applicable to it and its vicarious agents. It shall always ensure that it complies with the provisions of the Act on the Strengthening of Collective Bargaining Autonomy (Collective Bargaining Autonomy Act), in particular for the obligation to pay the minimum wage in accordance with the Minimum Wage Act. The Contractor hereby assures that it has not been sanctioned in the past by the local authorities or in court of law for violations of these or other statutory obligations (to the extent already applicable to it) in the area of wage payments. The Contractor will always notify the Client immediately if such violations occur during the term of the contract.

In order to fully comply with the provisions of this agreement on the minimum wage and the statutory obligations, the Contractor hereby undertakes to conclude identical or at least mutatis mutandis agreements with any other subcontractors and also to pay remuneration which demonstrably enables payment of the minimum wage to the respective members of staff.

The Contractor will hereby indemnify trans-o-flex against all claims under civil law asserted by third parties against trans-o-flex due to its conduct or the conduct of its vicarious agents within the framework of its liability towards trans-o-flex. In particular, the Contractor will hereby indemnify trans-o-flex, upon first written request within the framework of its liability towards trans-o-flex, against all claims under civil law asserted by third parties against trans-o-flex arising from alleged violations of the Collective Bargaining Act and the Minimum Wage Act by the Contractor and/or any of its assigned contractors/subcontractors. Third parties within the meaning of the above provision are in particular the staff of the Contractor or any of its assigned contractors/subcontractors.

The Contractor's indemnification obligation will also hereby apply to all sanctions, fines or other public law measures or public law claims, which are asserted by legal entities under public law due to any violations of the Collective Agreement Autonomy Act and the Minimum Wage Act by the Contractor and/or its assigned contractors/subcontractors.

The obligation to indemnify will also hereby include all costs incurred in connection with the legal defence e.g. lawyers' fees and court costs.

- 2.11 The Contractor will permit trans-o-flex to independently execute controls at any time with regard to compliance with all applicable legal provisions or through its assigned third parties. If it is requested, then the Contractor will provide verification of compliance with the applicable legal provisions by submitting documents e.g. a clearance certificate from the social insurance agency, an extract from the Central Business Register as well as information from its tax advisor.
- 2.12 The Contractor hereby undertakes to comply with the provisions of the current version of the "trans-o-flex Code of Conduct for Suppliers". This can be found at https://www.trans-o-flex.com/wp-content/uploads/2024_CoC_Suppliers.pdf.
- 2.13 The Contractor hereby assures that all delivered material goods and other services are free from third party property rights. The Contractor will indemnify trans-o-flex upon first written request against any claims of third parties arising from infringements of industrial property rights and they will solely bear all costs arising from any such infringements, unless such infringements are due to intent or gross negligence on the part of trans-o-flex themselves.

3. Issuing an Order

- 3.1 The provision of services by the Contractor will always require the prior written purchase order of trans-o-flex.
- 3.2 Purchase orders will be deemed to be binding at the earliest upon submission or confirmed acceptance by trans-o-flex of the quotation which has been submitted by the Contractor. The submission or confirmed acceptance will always be executed in writing or by electronic means of transmission (SAP orders by fax or email).
- 3.3 The Contractor will immediately notify trans-o-flex of any obvious errors (e.g. spelling and calculation errors) and incompleteness of the purchase order, including the purchase order documentation, for the purpose of correction or completion prior to acceptance; otherwise the contract will not be considered as being concluded.
- 3.4 The Contractor will not be entitled to remuneration for services rendered prior to the written placement of the order (purchase order letter). The same will also apply to amendments, supplements and additions to purchase orders on the part of the Contractor which have not been confirmed in writing by trans-o-flex.
- 3.5 Each purchase order/amendment/supplement will be confirmed in writing by the Contractor within 14 days of the purchase order date, otherwise - in the absence of objections by the Contractor - this will therefore be deemed to be unconditional acceptance of the purchase order/amendment/supplement.

4. Delivery / Delivery Time / Delay in Delivery

- 4.1 In the absence of any provision to the contrary in the purchase order letter, delivery will be executed as free domicile (all ancillary services, such as in particular the transport and any possible transport insurance and liability insurance, installation, connection etc. will be included) to the place or location specified in the purchase order (= place of performance) at the time specified therein. The respective place of destination is also considered to be the place of performance for the delivery and any subsequent performance (obligation to deliver).
- 4.2 The delivery is to be accompanied by a delivery note stating the date (issue and dispatch), the content of the delivery (article number and quantity) and the purchase order identifier (date and number). If the delivery note is missing or incomplete, then trans-o-flex will not

be held responsible for any delays in processing and payment which could result therefrom.

- 4.3 The risk of accidental loss and accidental deterioration of the ordered object will pass to trans-o-flex upon handover at the place of performance. Insofar as acceptance has been agreed, then this will be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services will also apply accordingly in the event of acceptance. The handover and/or acceptance will be deemed to have occurred when trans-o-flex is in default of acceptance.
- 4.4 The statutory provisions will hereby apply for the occurrence of a default in acceptance on the part of trans-o-flex. The Contractor must still however expressly offer trans-o-flex its performance even when a specific or determinable calendar time has been agreed for an action or cooperation on the part of trans-o-flex (e.g. provision of material). Insofar as trans-o-flex is in default of acceptance, then the Contractor will be entitled to claim compensation for its additional expenses in accordance with the statutory provisions (Article 304 BGB (German Civil Code)). If the contract is deemed to relate to a non-representable object which has to be manufactured by the Contractor (individual production), then the Contractor will only be entitled to further rights when trans-o-flex undertakes to cooperate and is responsible for the failure to cooperate.
- 4.5 Delivery must be executed on the agreed delivery dates and/or within the agreed delivery deadlines. Any delays in delivery will be notified to trans-o-flex immediately, thereby also stating the reasons and the duration of the delay.
- 4.6 The Contractor will be liable to remit 1% of the net remuneration agreed for the service concerned as a contractual penalty for each week or part thereof of a delay for which the Contractor is responsible, although not more than a total of 5% of the net price of the goods delivered late and/or service provided late. This sum will become due as soon as the Contractor is in default and will be calculated and charged until the service has been rendered in full. In the event that trans-o-flex withdraws from the contract before this point in time and the circumstances leading to withdrawal are present on the part of the Contractor, then the contractual penalty, irrespective of the other consequences of withdrawal, will only be calculated and charged for the period up to the delivery of the declaration of withdrawal to the Contractor. Verification for damage is not a requirement.
- 4.7 If the Contractor should fail to provide the service or fail to perform within the agreed delivery period or is in default, then the rights of trans-o-flex, in particular to rescission and damages, will be determined in accordance with the statutory provisions. The provisions stated in Clause 4.6 will hereby remain unaffected.
- 4.8 Remitting a contractual penalty will not hereby release the Contractor from its obligation to provide the agreed services.
- 4.9 Insofar as the delivery is made earlier than agreed, then trans-o-flex can return the goods at the Contractor's own expense. If a return is not executed in the event of early delivery, then the goods will be stored at trans-o-flex until the agreed delivery date at the expense and risk of the contractor.

5. Remuneration/Submitting Invoices

- 5.1 The price stated in the quotation / in the purchase order is binding. All prices are considered to be inclusive of statutory value added tax unless this is shown separately.
- 5.2 Unless otherwise agreed in individual cases, the price will be deemed to include all services and ancillary services of the Contractor (e.g. assembly, installation) as well as all ancillary costs (e.g. correct packaging, transport costs including any transport insurance and liability insurance).

- 5.3 Invoices will only be processed when they contain the purchase order (contract) number, the ordering and/or contracting office of trans-o-flex, the name of the Customer, as well as the invoice details prescribed in Article 14 UStG (Value Added Tax Act) and have been correctly addressed to the invoice receiving office (Zentraler.rechnungseingang@tof.de) by email.
- 5.4 The agreed price will be due for remittance within 30 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of an invoice with is deemed to be correct and not objected to. Insofar as trans-o-flex remits a payment within 14 calendar days, then the Contractor will grant a 3% discount on the net amount of the invoice. In the case of bank transfer, the remittance will be deemed to have been concluded on time when the transfer order is received by the bank before expiry of the payment deadline. trans-o-flex will not be responsible for delays caused by the banks involved in the payment process.
- 5.5 Invoices which include factual or arithmetical defects or errors will not constitute a due date until they have been corrected by agreement and can be returned by trans-o-flex at any time. In the latter case, the due date will only be established upon receipt of the subsequently corrected invoice.
- 5.6 Rights of set-off and rights of retention as well as the defence of non-performance of the contract will remain available to trans-o-flex to the full extent provided by law. In particular, in the event of incomplete or defective performance, trans-o-flex will always be entitled to withhold payments which are due until proper performance is fulfilled.
- 5.7 trans-o-flex will not be liable for any interest on arrears. The statutory provisions will apply to default in payment.
- 5.8 The Contractor will only retain a right of set-off or rights of retention in respect of counterclaims that have been legally established or are undisputed.

6. Warranty/Compensation for Damages/Product Liability

- 6.1 The statutory provisions will always apply to the rights of trans-o-flex in the event of material defects and defects of title of the goods (including incorrect delivery and short delivery as well as improper assembly, defective assembly, operating instructions or controlling instructions) and in the event of other breaches of duty by the Contractor, unless otherwise stipulated below.
- 6.2 In accordance with the statutory provisions, the Contractor will be solely liable for especially ensuring that the goods possess the agreed quality at the time of transfer of risk to trans-o-flex. In any case, those product descriptions which - in particular by designation or reference in the purchase order - are deemed to be the subject matter of the respective contract or were included in the contract in the same way as these GTCPD will be deemed to be an agreement on the quality. It therefore makes no difference whether the product description originates from trans-o-flex, from the Contractor or from the manufacturer.
- 6.3 In the case of goods with digital elements or other digital content, the Contractor will be liable for the provision and updating of the digital content, in any case to the extent that this results from a quality agreement pursuant to Clause 6.2 or other product descriptions by the manufacturer or on its own behalf, in particular on the Internet, in advertising or on the goods label.
- 6.4 The Contractor hereby warrants the performance/delivery in accordance with the purchase order. In particular, they will be responsible for ensuring that the delivery always complies with the relevant standards as well as the stipulated or usually assumed properties, characteristics, underlying samples, descriptions etc. and that it can be utilised in accordance with the agreement which has been concluded.

- 6.5 trans-o-flex will not be obliged to inspect the goods or to make special enquiries about any defects upon conclusion of the contract. In partial deviation from Article 442 (1) Sentence 2 BGB (German Civil Code), trans-o-flex will therefore also be entitled to claims for defects without restriction when the defect remained unknown to trans-o-flex at the time of conclusion of the contract due to gross negligence.
- 6.6 The statutory provisions (Articles 377, 381 HGB (German Commercial Code) will hereby apply to the commercial duty of inspection and duty of notification of defects with the following proviso: The duty of inspection is hereby limited to defects which become apparent during the incoming goods inspection (e.g. transport damage, incorrect delivery and short delivery). The values which are determined by trans-o-flex during the incoming goods inspection will be considered decisive for the quantities, quality, dimensions and weights of a delivery. Remittance of the purchase price will not hereby constitute recognition that the delivery is free of defects and complies with the regulations. In all other respects, it will always depend on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. trans-o-flex's duty of notification regarding notice of defects discovered later will hereby remain unaffected. Notwithstanding the duty of inspection, the complaint (notice of defect) will be deemed to have been made without delay and in good time when it has been sent within 14 working days of discovery or, in the case of obvious defects, of delivery. In this respect, the Contractor hereby waives the objection of late notification of defects.
- 6.7 Insofar as an acceptance has been agreed, then there will be no obligation to inspect.
- 6.8 If acceptance of a delivery which is not in conformity with the contract is refused, then the delivery will be returned at the risk and expense of the Contractor.
- 6.9 Subsequent performance will also include the removal of the defective goods and their re-installation, insofar as the goods have been installed in another object or attached to another object in accordance with their type and intended use; our statutory claim to reimbursement of corresponding expenses will hereby remain unaffected. The time and effort incurred and expenses which are required for the purpose of inspection and subsequent performance will be solely borne by the Contractor even when it turns out that there was actually no defect. Liability for damages in the event of an unjustified request to remedy a defect will hereby remain unaffected; in this respect, however, trans-o-flex will only be liable when it recognised or was grossly negligent in failing to recognise that there was no defect.
- 6.10 Notwithstanding the statutory rights and the provision in Clause 6.9, the following will apply: If the Contractor fails to fulfil its obligation of subsequent performance - at the discretion of trans-o-flex either by remedying the defect (subsequent improvement) or by delivering a defect-free object (replacement delivery) - within a reasonable period of time as specified by trans-o-flex, then trans-o-flex will be entitled to remedy the defect itself and to demand reimbursement of the expenses required for this purpose and/or a corresponding advance payment from the Contractor. If subsequent performance by the Contractor has failed or it is unreasonable for trans-o-flex (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), then a deadline must not be specified; trans-o-flex will inform the Contractor of such circumstances without delay, if possible in advance.
- 6.11 Furthermore, trans-o-flex will be entitled to reduce the purchase price or to rescind the contract in the event of a material defect or defect of title in accordance with the statutory provisions. In addition, trans-o-flex will be entitled to claim damages and reimbursement of expenses incurred in accordance with the statutory provisions.
- 6.12 The Contractor will be solely liable without limitation for all damage caused intentionally or by gross negligence, including any consequential damage, loss of profit etc. In the event of slight negligence, the Contractor will be solely liable for the damage incurred, but not more than up to the amount of the respective gross total order value.

- 6.13 The agreement of a contractual penalty will not affect the assertion of a claim for damages which are in excess thereof.
- 6.14 If a claim is submitted against trans-o-flex by a customer or any other third party as a result of product liability, then the Contractor hereby undertakes to indemnify and hold trans-o-flex harmless insofar as the damage is due to the defectiveness of the goods in their area of responsibility or that of his sub-suppliers etc. The Contractor also hereby undertakes to provide trans-o-flex with all information and documentation which are useful for the delivery of defect-free goods (warnings, approval regulations etc.). Circumstances which subsequently become known in the sense of a "product defect" etc. must be notified to trans-o-flex immediately in writing.

7. Statute of Limitations

- 7.1 The mutual claims of the Contracting Parties will become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.
- 7.2 Notwithstanding Article 438 (1) No. 3 of the German Civil Code (BGB), the general statute of limitations for claims based on defects will be 3 years from the transfer of risk. Insofar as acceptance has been agreed, then the statute of limitations will commence upon acceptance. The 3-year statute of limitations will apply mutatis mutandis to claims arising from defects of title, whereby the statute of limitations for third parties' claims in rem for surrender of possession (Article 438 (1) No. 1 BGB) will hereby remain unaffected; in addition, claims arising from defects of title will in no case become time-barred as long as the third party can still assert the right - in particular in the absence of a limitation period - against trans-o-flex.
- 7.3 The limitation periods of the law on sales including the above extension will always apply - to the extent provided by law - to all contractual claims for defects. Insofar as trans-o-flex is also entitled to non-contractual claims for damages due to a defect, then the regular statutory limitation period (Articles 195, 199 BGB) will always apply in this respect, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

8. Termination for Good Cause

trans-o-flex may terminate the contractual relationship without notice for good cause. The following will in particular be deemed to be good cause on the part of trans-o-flex:

- a. The assignment of staff from the Contractor which is deemed to be in breach of labour law or social law regulations.
- b. Compulsory enforcement measures against the Contractor's assets or the initiation of insolvency proceedings against the Contractor's assets and/or the rejection of the initiation of such proceedings for lack of cost-covering assets.
- c. A breach of the regulations according to Clause 2.6 of these GTCPD.
- d. The continuation of a breach despite two warnings with a reasonable deadline.

9. Confidentiality and Retention of Title

- 9.1 Confidential information will, in particular, mean all information relating to trans-o-flex or the corresponding purchase order, irrespective of the form in which it has been or will be handed over to the Contractor by or on behalf of trans-o-flex, irrespective of whether in writing, orally, electronically or in any other physical or incorporeal manner. The Contractor must therefore ensure that it keeps any confidential information confidential

and does not disclose it or any part of it to any other third party. The Contractor must always utilise the confidential information solely for the purpose of the purchase order. The Contractor must establish and maintain measures and procedures which are sufficient to protect the confidentiality of the confidential information.

Upon termination of the collaboration or upon request by trans-o-flex, the Contractor must return, destroy and delete all confidential information (including all documents, copies, data carriers and materials containing or relating to the confidential information). This will not apply when the Contractor is legally obliged to retain it. Confidential information contained in routinely electronically stored files or which is stored on the basis of emergency recovery processes need not be deleted insofar as this would only be possible with disproportionate effort.

When requested, then the Contractor will inform trans-o-flex in writing, stating reasons, for which confidential information has been returned, destroyed or deleted and which has not.

Confidential information which has not been destroyed or deleted will continue to be subjected to the confidentiality obligations of this agreement.

The documentation must be kept secret from third parties, even after termination of the contract and/or proper performance / delivery. The confidentiality obligation will only expire when and if and to the extent that the knowledge contained in the documentation provided has become generally known.

- 9.2 Naming of trans-o-flex as a reference customer will only be permitted with the prior, express written consent of trans-o-flex.
- 9.3 trans-o-flex hereby reserves the property rights and copyrights to illustrations, figures, plans, technical drawings, calculations, instructions for execution, product descriptions and any other documentation. Any such documentation is to be used exclusively for the contractual performance.
- 9.4 The foregoing provision will apply mutatis mutandis to substances and materials (e.g. software, finished goods and semi-finished products) as well as to tools, templates, samples and other items which trans-o-flex provides to the Vendor for production or manufacturing. Such objects or items - as long as they are not processed - will be stored separately at the Contractor's expense and insured to a reasonable extent against destruction and loss.
- 9.5 Any processing, mixing or combination (additional, ongoing processing) of items or objects provided by the Contractor will be carried out on behalf of trans-o-flex. The same will apply in the event of additional, ongoing processing of the delivered goods by trans-o-flex, so that trans-o-flex will be deemed to be the manufacturer and will thereby acquire ownership of the product at the latest upon additional, ongoing processing in accordance with the statutory provisions.
- 9.6 Transfer of ownership of the goods to trans-o-flex will be deemed to be unconditional and without regard to payment of the price. If, however, trans-o-flex accepts in an individual case an offer from the Contractor to transfer ownership as conditional on payment of the purchase price, then the Contractor's retention of title will subsequently expire at the latest upon remittance of the purchase price for the goods delivered. trans-o-flex will therefore remain authorised to resell the goods in the ordinary course of business, even prior to remittance of the purchase price with advance assignment of the claim arising therefrom (alternatively, the simple retention of title extended to the resale will apply). This will also exclude all other forms of retention of title, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to additional, ongoing processing.

10. Utilising Data

- 10.1 trans-o-flex will collect and process the personal data of the Contractor and their members of staff (hereinafter jointly referred to as "data subjects") exclusively for the performance of the contractual obligations, as well as for invoicing and for business communication with the notified contact people.
- 10.2 The legal basis for the aforementioned data processing is the necessity for the performance of the contract. (Article 6 (1) Lit. b DSGVO (GDPR)).
- 10.3 trans-o-flex is hereby entitled to utilise and/or assign service providers for all logistical and forwarding services who have access to the personal data. These are, in particular, considered to be system partners.
- 10.4 Transferring personal data to a third country is not envisaged.
- 10.5 trans-o-flex will store the personal data until the termination of the contractual relationship and beyond that until the expiry of the statutory retention periods.
- 10.6 If the Contractor is a natural person, then they will retain the right to information, as well as the right to correction, deletion or restriction of processing. In addition, they retain the right to lodge a complaint with the respective supervisory authority against trans-o-flex.
- 10.7 The Contractor hereby undertakes to inform its own affected members of staff about this processing on behalf of trans-o-flex by means of the information provided in the "Information sheet on data protection" in the appendix (available at https://www.trans-o-flex.com/wp-content/uploads/Terms_and_Conditions_Annex_Data_Privacy_Information_Sheet_2021-09-22.pdf) The Contractor will be free to select the method of information, provided that it is ensured that all affected members of staff receive the necessary information.
- 10.8 The data protection officer from trans-o-flex is Ms Vanessa Martin (eDSB) of intersoft Consulting Services AG, Beim Strohause 17 in 20097 Hamburg. You can reach the data protection officer by email at Datenschutzbeauftragter@tof.de.

11. Ethics and Compliance

- 11.1 Each party commits to comply, and to ensure that its directors, representatives, and all persons acting in its name or on its behalf comply, with:
 - All applicable international, European and national laws and regulations, in particular those relating to anticorruption and influence peddling, money laundering, competition, international sanctions, export control, environment, human rights, health and safety (the "Ethics & Compliance Laws"), throughout the term of the Contract.
 - Ethical principles at least equivalent to those contained in the current version of the "trans-o-flex Code of Conduct for Suppliers". This can be found at https://www.trans-o-flex.com/wp-content/uploads/2024_CoC_Suppliers.pdf.
- 11.2 Each party represents and warrants that, at the date of the Contract:
 - It complies, and its directors, representatives and all persons acting in its name or on its behalf comply, with the Ethics & Compliance Laws, and with ethical principles at least equivalent to those contained in the "trans-o-flex Code of Conduct for Suppliers";
 - It has implemented, or is implementing, all measures as required by applicable law to prevent and detect any breach of the Ethics & Compliance Laws;

- Neither it, nor any of its directors, officers or employees, is under current criminal or administrative investigation, or has been subject to any criminal, administrative or civil enforcement actions, at home or abroad, in relation with a violation of Ethics & Compliance Laws within the last five (5) years.

11.3 Throughout the term of the Contract, the Contractor will:

a. Inform trans-o-flex in writing as soon as it becomes aware of:

- Any fact, event or situation that constitutes a breach of any of the above commitments, or makes any of the above representations or warranties no longer true or accurate as it relates to the Services provided to trans-o-flex; or

- Any opening of an investigation, conviction or sanction, negotiation of a settlement agreement or blacklisting ("Action"), in particular by judicial, arbitral, governmental or regulatory authorities or multilateral development banks, that involves the Contractor, its directors, representatives, shareholder of ultimate beneficial owner provided that disclosure of such Action is not prohibited by law or judicial or legal order;

b. Respond to any reasonable request from trans-o-flex in case:

- trans-o-flex has reasonable basis to suspect violation of this Section ; or

- Such information is necessary for trans-o-flex to answer a request from any duly authorized authority.

11.4 In case of conflict between the Contract and the "trans-o-flex Code of Conduct for Suppliers", the Contract shall prevail.

11.5 Any breach by the Contractor, or by any of its directors, representatives or person acting in its name or on its behalf, of any provision of this Clause is deemed to be a material breach of the Contractor's contractual obligations and will entitle trans-o-flex to notify to the Contractor the immediate suspension of the Contract.

If the Contractor fails to remedy such breach to the satisfaction of trans-o-flex within a period of thirty (30) days as of the notification receipt, trans-o-flex may terminate the Contract upon the expiration of the remediation period.

12. Applicable Law / Place of Jurisdiction

12.1 All disputes arising from, and in connection with the delivery, will be governed by German law, excluding the UN Convention on Contracts for the International Sale of Goods and conflict of law provisions.

12.2 The place of jurisdiction for all disputes arising from the contractual relationship shall be - insofar as the Contractor is a merchant within the meaning of the German Commercial Code (Handelsgesetzbuch), a legal entity under public law or a special fund under public law, will be agreed as the court having jurisdiction for 69469 Weinheim. The same shall apply when the Contractor is an entrepreneur within the meaning of Article 14 BGB (German Civil Code. Trans-o-flex will, however, also be entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these

GTCPD or a prior individual agreement or at the general place of jurisdiction of the Contractor. Overriding statutory provisions, in particular regarding exclusive jurisdiction, will hereby remain unaffected.

13. General Provisions

- 13.1 Transferring rights and obligations under the agreement, as well as assignment of the agreement by the Contractor will require the prior consent of trans-o-flex.
- 13.2 Only what has been agreed in writing will be binding (transmission by fax or email is permissible); there will not be any verbal collateral agreements. Amendments and supplements to the agreement must always be submitted in writing in order to be valid; this will also apply to any waiver of the formal requirement for the written form.
- 13.3 Should any individual provisions of the agreement be invalid or become invalid or ineffective, then the Contracting Parties will mutually agree on a valid or effective provision which comes as close as possible to the invalid or ineffective provisions in economic terms. The invalidity or ineffectiveness of individual provisions will not hereby affect the validity and/or effectiveness of the entire agreement respectively.