

General Terms and Conditions of Purchase of Yorizon GmbH & Co. KG

Section 1 Scope of application

- (1) All deliveries, services and offers of the respective supplier (hereinafter “**Supplier**”) shall be made exclusively on the basis of these General Terms and Conditions of Purchase (hereinafter “**GTCP**”). These GTCP are an integral part of all contracts of Yorizon GmbH & Co. KG, Friedrichstr. 101, 10117 Berlin, Germany (hereinafter “**Yorizon**”) with the respective supplier for the deliveries or services offered by the Supplier. They shall also apply to all future deliveries, services or offers to Yorizon, even if they are not separately agreed again.
- (2) Terms and conditions of the Supplier or third parties shall not apply, even if Yorizon does not separately object to their validity in individual cases. Even if Yorizon refers to a letter that contains or refers to the terms and conditions of the Supplier or a third party, this shall not constitute any agreement to the validity of those terms and conditions.

Section 2 Orders and contracts

- (1) Orders by Yorizon shall be deemed binding at the earliest upon written placement (*Abgabe*) or confirmation (*Bestätigung*). The Supplier shall notify Yorizon of obvious errors (e.g. typing and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not concluded.
- (2) The Supplier is obliged to confirm an order from Yorizon in writing within a period of 10 working days or to fulfil it without reservation (acceptance), in particular by dispatching the goods or by providing the services (e.g. provision of access data).
- (3) Delayed acceptance shall be deemed as a new offer and shall require acceptance by Yorizon.
- (4) Yorizon shall be entitled to change the time and place of delivery and the type of packaging at any time by giving written notice at least 7 calendar days before the agreed delivery date. The same shall apply to changes to product specifications insofar as these can be implemented within the framework of the Supplier's normal production process without significant additional expense, whereby in these cases the notification period pursuant to the preceding sentence shall be at least 10 calendar days. Yorizon shall reimburse the Supplier for any proven and reasonable additional costs incurred as a result of the change. If such changes result in delivery delays that cannot be avoided in the Supplier's normal production and business operations with reasonable efforts, the originally agreed delivery date shall be postponed accordingly. The Supplier shall notify Yorizon in writing in good time before the delivery date, but at least within 5 working days of receipt of the notification from Yorizon pursuant to sentence 1, of the additional costs or delays in delivery to be expected by Yorizon on the basis of a careful assessment.
- (5) Yorizon shall be entitled to rescind the contract at any time by written notice stating the reason if
 - a) Yorizon can no longer use the ordered products in Yorizon's business operations or can only use them at considerable expense due to circumstances occurring after conclusion of the contract and for which the Supplier is responsible (such as non-compliance with legal requirements); or

- b) the financial circumstances of the Supplier deteriorate after conclusion of the contract to such an extent that delivery in accordance with the contract cannot be expected.

Section 3

Prices, terms of payment, invoice details, set-off and retention

- (1) The price stated in the order is binding.
- (2) In the absence of any written agreement to the contrary, the price shall include delivery and transportation to the shipping address stated in the contract, including packaging.
- (3) Insofar as the price does not include packaging according to the agreement made and the remuneration for the packaging - not only provided on loan - is not expressly determined, this shall be charged at the proven cost price. At Yorizon's request, the Supplier shall take back the packaging at its own expense.
- (4) Unless otherwise agreed, Yorizon shall pay the purchase price within 14 days of delivery of the goods and receipt of the invoice with a 3% discount or within 30 days net. The timeliness of the payments owed by Yorizon shall be determined by the receipt of Yorizon's transfer order at Yorizon's bank.
- (5) All order confirmations, delivery documents and invoices shall state Yorizon's order number, the article number, delivery quantity and delivery address. If one or more of these details are missing and this delays the processing by Yorizon in the normal course of business, the payment deadlines specified in sub-section 4 shall be extended by the period of the delay.
- (6) Yorizon shall be entitled to rights of set-off and retention as well as the defense of non-performance of the contract (*Einrede des nicht erfüllten Vertrags*) to the extent permitted by law. In particular, Yorizon shall be entitled to withhold due payments as long as Yorizon is still entitled to claims against the Supplier arising from incomplete or defective performance.
- (7) In the event of default in payment, Yorizon shall owe default interest in the amount of (five) percentage points above the base interest rate pursuant to Section 247 of the German Civil Code (*Bürgerliches Gesetzbuch*, the "**BGB**").

Section 4

Delivery time and delivery, passing of risk

- (1) The delivery time (delivery date or period) specified by Yorizon in the order or otherwise applicable under these GTCP shall be binding. Early deliveries are not permitted.
- (2) The Supplier shall not be entitled to have the performance owed by him rendered by third parties (such as subcontractors) without Yorizon's prior written consent.
- (3) Delivery shall be made "free domicile" (*frei Haus*) to the place specified in the order, in particular to data centre specified therein. If the place of destination is not specified and nothing else has been agreed, delivery shall be made to Yorizon's place of business in Berlin. The respective place of destination shall also be the place of performance for the delivery and any subsequent performance as cure (*Nacherfüllung*) (obligation to be performed at creditor's place of business, *Bringschuld*).
- (4) The Supplier shall be obliged to inform Yorizon immediately in writing if circumstances occur or become recognisable which mean that the delivery time cannot be met.

- (5) If the day on which the delivery is to be made at the latest can be determined on the basis of the contract, the Supplier shall be in default at the end of this day without the need for a reminder (*Mahnung*) from Yorizon.
- (6) In the event of a delay in delivery, Yorizon shall be entitled to the statutory claims without restriction, whereby Yorizon may only exercise a right of rescission or assert claims for damages in lieu of performance (*Schadensersatz statt der Leistung*) after the fruitless expiry of a reasonable grace period.
- (7) In the event of delays in delivery, Yorizon shall be entitled, after prior written warning to the Supplier, to demand a contractual penalty of 0.5%, up to a maximum of 5%, of the respective order value for each commenced week of delay in delivery. The contractual penalty shall be set off against the damage caused by delay to be compensated by the Supplier.
- (8) The Supplier shall not be entitled to make partial deliveries without Yorizon's prior written consent.
- (9) Even if shipment has been agreed, the risk shall not pass to Yorizon until the goods have been handed over to Yorizon at the agreed destination.

Section 5 Ownership protection

- (1) Yorizon reserves the ownership (*Eigentum*) or copyright (*Urheberrecht*) to orders placed by Yorizon as well as to drawings, illustrations, calculations, descriptions and other documents made available to the Supplier. The Supplier may not make them accessible to third parties or use or reproduce them himself or through third parties without Yorizon's express consent. The Supplier shall return these documents to Yorizon in full at Yorizon's request if they are no longer required by the Supplier in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. In this case, any copies made by the Supplier shall be destroyed; the only exceptions to this are storage within the scope of statutory retention obligations and the storage of data for backup purposes within the scope of normal data backup.
- (2) Any processing, intermixing (*Vermischung*) or combination (further processing, *Weiterverarbeitung*) of objects provided by the Supplier shall be carried out for Yorizon. The same shall apply to any further processing of the delivered goods by Yorizon, so that Yorizon shall be deemed the manufacturer and shall acquire title to the product no later than upon further processing in accordance with the statutory provisions.
- (3) The transfer of ownership of the goods to Yorizon shall be unconditional and without regard to the payment of the price. However, if in individual cases Yorizon accepts an offer of the Supplier for transfer of title conditional upon payment of the purchase price, the Supplier's retention of title (*Eigentumsvorbehalt*) shall expire at the latest upon payment of the purchase price for the delivered goods. Yorizon shall remain authorized to resell the goods in the ordinary course of business even before payment of the purchase price, assigning the resulting claim in advance (alternatively, the simple retention of title extended to the resale shall apply). This excludes all other forms of retention of title, in particular the extended retention of title, the forwarded retention of title and the retention of title extended to further processing.

Section 6 Warranty claims

- (1) Yorizon's rights in the event of material defects (*Sachmängel*) and defects of title (*Rechtsmängel*) of the goods (including incorrect and short delivery as well as improper assembly/installation or defective instructions) and in the event of other breaches of duty by the Supplier shall be governed

by the statutory provisions and, exclusively in favour of Yorizon, by the following supplements and clarifications.

- (2) In accordance with the statutory provisions, the Supplier shall be liable in particular for ensuring that the goods have the agreed quality and are free from third-party rights upon the passing of risk to Yorizon. In any event, those product descriptions which - in particular by designation or reference in Yorizon's order - are the subject matter of the respective contract or have been incorporated into the contract in the same way as these GTCP shall be deemed to be an agreement on quality (*vereinbarte Beschaffenheit*). It makes no difference whether the product description originates from Yorizon, the Supplier or the manufacturer. All deliveries and services shall comply with the state of the art at the time of performance.
- (3) In the case of goods with digital elements or other digital content, the Supplier shall owe the provision and updating of the digital content in any case to the extent that this results from an agreement on quality pursuant to sub-section 2 or other product descriptions of the manufacturer or on its behalf, in particular on the Internet, in advertising or on the label of the goods.
- (4) Yorizon shall not be obliged to inspect the goods or make special inquiries about any defects upon conclusion of the contract. In partial deviation from Section 442 sub-section 1 sentence 2 BGB, Yorizon shall therefore be entitled to claims for defects without restriction even if Yorizon remained unaware of the defect at the time of conclusion of the contract due to gross negligence.
- (5) The statutory provisions of Sections 377 and 381 of the German Commercial Code (*Handelsgesetzbuch*) shall apply to the commercial duty to inspect and give notice of defects, subject to the proviso that Yorizon's duty to inspect shall be limited to defects that become apparent during Yorizon's incoming goods inspection under external examination including the delivery documents (e.g. transport damage, incorrect and incomplete delivery) or that are recognizable during Yorizon's quality control by random sampling. If acceptance has been agreed, there is no obligation to inspect. Yorizon's obligation to give notice of defects discovered at a later date shall remain unaffected. Notwithstanding Yorizon's duty to inspect, an objection (*Rüge*) (notice of defects) by Yorizon shall in any event be deemed to be without undue delay and timely if it is sent within 14 working days of discovery or, in the case of obvious defects, of delivery.
- (6) Subsequent performance as cure shall also include the removal of the defective goods and reinstallation, provided that the goods were installed, in keeping with their nature and their purpose, into some other thing or were attached to some other thing before the defect became apparent; Yorizon's statutory claim to reimbursement of corresponding expenses (removal and installation costs) shall remain unaffected. The expenses necessary for the purpose of inspection and subsequent performance for cure, in particular transport, workers' travel, work and materials costs and, if applicable, removal and installation costs, shall be borne by the Supplier even if it turns out that there was actually no defect. Yorizon's liability for damages in the event of unjustified requests to remedy defects shall remain unaffected; in this respect, however, Yorizon shall only be liable if Yorizon recognized or was grossly negligent in not recognizing that there was no defect.
- (7) Notwithstanding Yorizon's statutory rights and the provisions in sub-section 5, the following shall apply: If the Supplier fails to fulfill its obligation to provide subsequent performance for cure - at Yorizon's choice by remedying the defect (rectification, *Nachbesserung*) or by supplying a thing free of defects (replacement delivery, *Ersatzlieferung*) - within a reasonable period of time set by Yorizon, Yorizon may remedy the defect itself and demand reimbursement of the necessary expenses from the Supplier or a corresponding advance payment. If subsequent performance for cure by the Supplier has failed or is unreasonable for Yorizon (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damages), no

deadline needs to be set; Yorizon shall inform the Supplier of such circumstances without delay, if possible in advance.

- (8) Otherwise, in the event of a material defect or defect of title, Yorizon shall be entitled to reduce the purchase price or to rescind the contract in accordance with the statutory provisions. In addition, Yorizon shall be entitled to compensation for damages and expenses in accordance with the statutory provisions.

Section 7 Supplier recourse

- (1) In addition to the claims for defects, Yorizon shall be entitled without restriction to the legally determined claims for expenses and recourse within a supply chain (supplier recourse within the meaning of Sections 478, 445a, 445b and Sections 445c, 327 sub-section 5, 327u BGB). In particular, Yorizon shall be entitled to demand exactly the type of subsequent performance for cure (rectification or replacement delivery) from the Supplier that Yorizon owes his customer in the individual case; in the case of goods with digital elements or other digital content, this shall also apply with regard to the provision of necessary updates. This shall not restrict Yorizon's statutory right of choice pursuant to Section 439 sub-section 1 BGB.
- (2) Before Yorizon acknowledges or fulfills a claim for defects asserted by his customer (including reimbursement of expenses pursuant to Section 445a sub-section 1, Section 439 sub-sections 2, 3, and 6 sentence 2, Section 475 sub-section 4 BGB), Yorizon shall notify the Supplier and request a written statement, briefly explaining the facts of the case. If a substantiated statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by Yorizon shall be deemed to be owed to Yorizon's customer. In this case, the Supplier shall bear the burden of proof to the contrary.
- (3) Claims from Yorizon arising from supplier recourse shall also apply if the defective goods have been combined with another product or further processed in any other way by Yorizon, Yorizon's customer or a third party, e.g. by installation, attachment or installation.

Section 8 Product liability

- (1) The Supplier shall be responsible for all claims asserted by third parties for personal injury or damage to property which are attributable to a defective product supplied by the Supplier and shall be obliged to indemnify Yorizon against any liability resulting therefrom. If Yorizon is obliged to carry out a recall action vis-à-vis third parties due to a defect of a product delivered by the Supplier, the Supplier shall bear all costs associated with the recall action.
- (2) The Supplier shall maintain, at its own expense, product liability insurance with coverage of at least EUR 5 million, which, unless otherwise agreed in individual cases, need not cover the recall risk or punitive or similar damages. The Supplier shall send Yorizon a copy of the liability policy at any time upon request.

Section 9 Limitation period

- (1) Notwithstanding Section 438 sub-section 1 number 3 BGB, the general limitation period for claims for defects against the Supplier is 3 years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation period shall also apply mutatis mutandis to claims arising from defects of title, whereby the statutory limitation

period for third-party claims for restitution in rem (Section 438 sub-section 1 number 1 BGB) shall remain unaffected; furthermore, claims arising from defects of title shall 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 Yorizon.

- (2) The limitation periods under sales law, including the above extension, shall apply – to the extent permitted by law – to all contractual claims for defects. Insofar as Yorizon is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period shall apply (Sections 195, 199 BGB), unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

Section 10 Property rights

- (1) The Supplier warrants in accordance with this sub-section 1 that the products delivered by him do not infringe any property rights of third parties in countries of the European Union or other countries in which he manufactures the products or has them manufactured. The Supplier shall be obliged to indemnify Yorizon against all claims asserted by third parties against Yorizon due to such infringement of industrial property rights and to reimburse Yorizon for all necessary expenses in connection with such claims. This shall not apply if the Supplier proves that he is neither responsible for the infringement of property rights nor should have been aware of it at the time of delivery if he had exercised due commercial care.
- (2) Further statutory claims of Yorizon due to defects of title of the products delivered to Yorizon shall remain unaffected.

Section 11 Spare parts

- (1) The Supplier shall be obliged to keep spare parts for the products delivered to Yorizon in stock for a period of at least 2 years after delivery.
- (2) If the Supplier intends to discontinue the production of spare parts for the products delivered to Yorizon upon or after the expiry of the period specified in sub-section 1, he shall notify Yorizon of this immediately after the decision to discontinue. This decision must be made at least 6 months before production is discontinued.

Section 12 Confidentiality

- (1) The Supplier shall be obliged to keep the terms of the order and all information and documents made available to him by Yorizon for this purpose (with the exception of publicly accessible information) secret for a period of 2 years after the date of delivery and to use them only for the execution of the order. Upon request, the Supplier shall return the aforementioned documents to Yorizon immediately upon completion of the order or completion of related inquiries.
- (2) Without Yorizon's prior written consent, the Supplier may not refer to the business relationship in advertising material, brochures, etc. and may not exhibit delivery objects manufactured for Yorizon.
- (3) The Supplier shall obligate its subcontractors in accordance with this Section 12.

Section 13

Compliance with laws

- (1) In connection with the contractual relationship, the Supplier is obliged to comply with the relevant statutory provisions. This applies in particular to anti-corruption and money laundering laws as well as antitrust, labour and environmental protection regulations.
- (2) The Supplier shall ensure that the products delivered by him comply with all relevant requirements for placing on the market (*Inverkehrbringen*) in the European Union and in the European Economic Area. Upon request, the Supplier shall provide Yorizon with evidence of conformity by submitting suitable documents.
- (3) The Supplier shall make reasonable efforts to ensure that its subcontractors comply with the obligations incumbent on the Supplier under this Section 13.

Section 14

Data protection

- (1) Within the scope of the negotiation, performance and termination of the contract concluded with Yorizon, the Supplier shall ensure compliance with Regulation (EU) 2016/679 (General Data Protection Regulation, hereinafter “**GDPR**”) and other legal requirements applicable to the processing of personal data in the specific case.
- (2) In the event that it is necessary for the Supplier to handle personal data on behalf of Yorizon for which Yorizon itself acts as the controller within the meaning of data protection regulations, the parties shall conclude a contract for the processing of personal data on behalf of a controller (Data Protection Agreement) pursuant to Art. 28 GDPR.

Section 15

Place of fulfilment, place of jurisdiction, applicable law

- (1) The place of fulfilment for both parties and the exclusive place of jurisdiction for all disputes arising from the contractual relationship is Berlin, Germany.
- (2) The contracts concluded between Yorizon and the Supplier shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

Section 16

Severability clause

Should any provision of these GTCP or its annexes prove to be ineffective in whole or in part or contain a loophole that needs to be filled, this shall not affect the validity of the remaining provisions. In such a case, the Parties shall replace the ineffective provision with a legally valid provision that comes as close as possible to the commercial meaning and purpose of the ineffective provision. The same applies in the event of a loophole.