

DWE GmbH

General Terms and Conditions of Purchase

for Supplies and for Services and Works

Version: 29 June 2026

1. CONTRACTUAL TERMS AND AMENDMENTS

- 1.1 These General Terms and Conditions of Purchase (hereinafter referred to as the "Conditions") apply to all orders placed by DWE GmbH (hereinafter referred to as the "Purchaser").
Deviating or supplementary terms and conditions of the Supplier shall not apply, even if the Purchaser has not expressly objected to them in an individual case. This shall also apply where the Supplier expressly refers to such terms and conditions, for example in order confirmations.
- 1.2 Supply contracts, orders, agreements, call-off orders as well as supplements and amendments to the contract must be made in writing. This shall also apply to any amendment of this written-form requirement. Call-off orders may also be effected by electronic data transmission. Insofar as reference is made to INCOTERMS clauses, or such clauses are agreed, in the supply contract, the order, the agreement, the call-off orders or in supplements and amendments to the contract, the most recent version of the INCOTERMS shall always apply.
- 1.3 If the Supplier does not accept the order by means of an order confirmation within two weeks of receipt of the order, the Purchaser shall be entitled to revoke the order without the Supplier being entitled to any claims for damages arising therefrom.

2. SCOPE OF THE DELIVERABLES

- 2.1 The scope of the Deliverables is determined by the respective order (hereinafter referred to as the "Deliverables"). The term Deliverables also encompasses individual services and works or supplies which are not expressly specified in the order but which, by their nature or in the context of the matter, are to be regarded as falling within the ordered scope of the Deliverables, so that such scope is deemed complete for proper use. Documents, reports, ideas, drafts, models, samples and all other results generated in the course of providing the Deliverables form part of the Deliverables. The terms documents, drawings and similar terms also include electronic versions.
- 2.2 The Supplier shall provide the Deliverables with the utmost care and in compliance with the latest state of science and technology and with the applicable laws and regulations, the safety regulations of public authorities and trade associations, and in particular in compliance with

DIN or ISO certification requirements, insofar as these relate to its Deliverables. Furthermore, the Supplier shall provide the Deliverables in accordance with the technical specifications, requirements, regulations and guidelines of the Purchaser and its customers, as well as with the Supplier' s own knowledge and experience, whether existing or acquired during the provision of the Deliverables.

- 2.3 In the case of services or in the case of an order for works, the Supplier shall, before commencing work, obtain all information necessary for providing the Deliverables, including the conditions at the installation/assembly site. This applies in particular to the IT systems and programs to be used. The Supplier shall notify the Purchaser in writing without undue delay of any concerns regarding the manner in which the Deliverables are to be provided, and shall propose any changes it considers necessary, in particular in order to meet the agreed specifications or statutory requirements.
- 2.4 At the Purchaser' s request, the Supplier shall provide all necessary information about the composition of the Deliverables, insofar as this is required in order to comply with official requirements and with the statutory provisions in force at any given time, whether domestic or foreign.
- 2.5 In respect of software forming part of the scope of the Deliverables, including its documentation, the Purchaser shall have, in addition to the right of use to the extent permitted by law, the right to use it with the agreed performance features and to the extent required for the contractual use of the Deliverables. The Purchaser may make copies even without an express agreement.
- 2.6 The Purchaser' s approval of drawings, calculations and other technical documents shall not affect the Supplier' s obligations in respect of liability for defects and guarantees. This shall also apply to suggestions and recommendations of the Purchaser adopted by the Supplier.
- 2.7 The Purchaser shall be entitled to use freely the documents and information provided by the Supplier, in identical or modified form, in the course of further processing and resale of the Deliverables, and to make them available to third parties, in particular to the Purchaser' s customers.
- 2.8 The Purchaser reserves the right to accept over-deliveries or short deliveries in individual cases.

3. CONFIDENTIALITY

- 3.1 All business or technical information made available by the Purchaser (including any features apparent from items, documents or software provided, and any other knowledge or experience) shall, for as long as and to the extent that it is not demonstrably in the public domain, be kept confidential vis-à-vis third parties and may be made available within the Supplier' s business only to those persons/employees and only to those subcontractors who must necessarily be involved in using it for the purpose of performing the contract and who are likewise bound to confidentiality. Without the prior written consent of the Purchaser, such information may not be reproduced or otherwise used, except for the purpose of performing

the contract. The Supplier shall refrain from imitating the information (in particular by means of so-called reverse engineering). This shall also apply to any exploitation and imitation by a third party. At the Purchaser's request, such information (including, where applicable, any copies or records made) and any items provided on loan shall be returned to the Purchaser without undue delay and in full. At the latest upon completion of the contract, the Supplier shall return this information to the Purchaser without being requested to do so.

The Purchaser reserves all rights in such information (including ownership, copyrights and the right to apply for industrial property rights such as patents, utility models, semiconductor protection, etc.). Insofar as this information was made available to the Purchaser by third parties, this reservation of rights shall also apply for the benefit of those third parties.

- 3.2 The Supplier shall treat the conclusion of the contract as confidential. It may name the Purchaser as a reference vis-à-vis third parties, or advertise the business relationship, only with the Purchaser's written consent.
- 3.3 If a confidentiality agreement has already been concluded in advance in respect of these Deliverables, it shall also apply to this contract. In that case, the provisions of clauses 3.1 and 3.2 shall apply additionally for the period of its validity.

4. TREATMENT OF DRAWINGS, MODELS AND TOOLS PROVIDED

- 4.1 Drawings and other documents, devices, models, materials, raw materials, tools and other means for providing the Deliverables that are made available to the Supplier shall remain the property of the Purchaser.
- 4.2 They may not be used for purposes other than those contractually agreed – for example, delivery to third parties. They shall be stored carefully by the Supplier at its own expense on behalf of the Purchaser during the performance of the contract.

5. SPARE PARTS

- 5.1 The Supplier shall ensure that the technical status of spare parts to be supplied by it remains adapted to the currently owed status of the Deliverables until expiry of the limitation period for claims in respect of defects. In addition, it shall keep such parts available at short notice for the expected service life of the Deliverables, but at least until expiry of the limitation period for claims in respect of defects.
- 5.2 The Supplier shall ensure the supply of spare parts for at least ten years after the discontinuation of the respective production series. For this period, the Supplier shall also retain the manufacturing equipment required for the production of spare parts.

6. DATA PROTECTION

"Data Protection Laws" means all applicable laws and regulations of the country of Germany for the protection of the privacy of individuals and of their personal data.

The parties undertake, when processing the personal data transferred (as defined under German law), to comply at all times with all statutory provisions, in particular those of the applicable Data Protection Laws.

In the event that one party (hereinafter the "Data Recipient") obtains access, upon conclusion of the contract or in connection with the provision of the contractual Deliverables, to personal data for which the other party is responsible (hereinafter the "Data Transferor"), the following provisions shall apply in addition to the applicable Data Protection Laws:

1. Personal data shall be processed exclusively for the purpose of fulfilling the contractual obligations under the contract ("purpose limitation").
2. The Data Recipient shall ensure that its employees have access to personal data only to the extent necessary for the fulfilment of the contractual obligations under the contract. All employees shall be bound in writing to comply with the applicable Data Protection Laws. Evidence of such compliance shall be provided to the Data Transferor upon request.
3. The Data Recipient shall take technical and organisational measures in accordance with the state of the art in order to ensure a level of protection for personal data appropriate to the risk and to safeguard such data on a permanent basis. Upon request, the Data Recipient shall provide evidence of the implementation of the aforementioned technical and organisational measures.
4. The transfer of personal data to Data Recipients established in third countries shall be permitted only in compliance with the conditions laid down in the respective and applicable Data Protection Laws. The Data Transferor must have the necessary consents or legal basis in place in order to carry out the transfer of the data.
5. The Data Recipient shall delete the data without undue delay as soon as it is no longer required for the performance of the contract, in accordance with the applicable statutory retention periods.
6. In the event that personal data is processed by the Data Recipient on behalf of the Data Transferor, a corresponding data processing agreement shall be concluded between the parties.

7. LOGISTICS AND FOREIGN-TRADE GUIDELINES

7.1 Packaging, Dispatch and Dangerous Goods Shipment

For packaging, the applicable legal regulations and the Purchaser's regulations must be observed. Packaging shall be minimised in a resource-efficient manner, designed as a reusable system, or otherwise consist solely of environmentally compatible and recyclable materials. The materials of the packaging shall be marked with material symbols.

The Supplier shall provide the consignment clearly and visibly with the necessary shipping documents, delivery notes, waybills, labels and markings. A reference to the order number, the material number and the place of delivery must be stated. This also applies to consignments dispatched directly to third parties (consignments not passing through the works).

In the case of dangerous goods shipment, the declaration, marking and packaging shall each be carried out in accordance with the latest version of the nationally and internationally applicable regulations (e.g. ADR, RID, IMDG Code, IATA-DGR, ADN) and shall be accompanied by the prescribed, legally binding, signed dangerous goods declarations. In particular, the Supplier shall ensure that the classification and labelling are up to date in accordance with EU Regulation No 1272/2008 on the classification, labelling and packaging of substances and mixtures (CLP) or the [Swiss] Chemicals Ordinance (ChemV; SR 813.11). Deviating or additional regulations of the countries of receipt and transit must also be taken into account. At the latest together with the order confirmation, the Supplier shall provide the Purchaser with the corresponding product information – at least safety data sheets and accident instruction sheets – and shall notify the type and quantity per delivery container.

The Supplier shall provide any changes to the safety data sheets and accident instruction sheets without being requested to do so. Such changes shall be marked accordingly.

7.2 Customs and Export Control Provisions

- a) Insofar as the Supplier, at the Purchaser's request, delivers goods from an EU Member State to a country outside the EU or makes them available for immediate collection to such a country, the Supplier shall make the necessary customs declarations as exporter in its own name and for its own account, unless the Purchaser specifies a different procedure in an individual case.
- b) Suppliers established in the European Union shall provide, for all deliveries, a long-term supplier's declaration or – where not otherwise possible – an individual supplier's declaration in accordance with Articles 61 to 63 of the Implementing Regulation to the Union Customs Code (Regulation (EU) 2015/2447), at the latest at the time of delivery. The electronic form provided by the Purchaser shall be used for this purpose. Suppliers established outside the European Union shall, upon request, issue a preferential proof of origin (EUR.1, EUR-MED, declaration of origin on the invoice, etc.) in accordance with the applicable preferential agreement. In the event that the goods are not of preferential origin, or where the preferential origin differs from the non-preferential origin, the Supplier shall state the non-preferential origin and – upon separate request – provide a certificate of origin authenticated by the respective competent authority. The country of origin must be stated precisely. In the case of communities or groups of countries, the individual country of origin must be stated in each case (e.g. "Federal Republic of Germany (European Union)"). Proofs of origin under this paragraph shall be provided free of charge to the Purchaser.

- c) The Supplier shall state, for each product delivered, the net weight and the statistical commodity code in accordance with the Combined Nomenclature of the European Union, or the HS Code ("Harmonized System").
- d) The Supplier shall inform the Purchaser in writing if any item delivered or otherwise provided (goods, software, technology) is subject to export restrictions. Notification is required in particular if the items concerned are dual-use items pursuant to Regulation (EC) 428/2009 or the Swiss Goods Control Ordinance, goods listed in a national military goods list (in particular Part I Section A of the Export List – Annex AL to the German Foreign Trade and Payments Ordinance), or other products whose export or re-export is prohibited or subject to authorisation under certain regulations, for example under the embargo regulations of the European Union, the U.S. Export Administration Regulations ("EAR") or the International Traffic in Arms Regulations ("ITAR").
- e) The Supplier shall ensure that the operating and transshipment sites at which the goods intended for the Purchaser are produced, stored, treated or processed, loaded and transported are protected against unauthorised access by third parties as part of a secure supply chain, and that the personnel deployed are reliable.

8. DATES AND DEADLINES

- 8.1 Agreed dates and deadlines are binding. If the Supplier realises that the agreed dates cannot be met, it shall notify the Purchaser thereof in writing without undue delay, together with appropriate remedial measures. The obligation to meet the agreed dates shall remain unaffected. Early delivery or performance and partial delivery or performance require the Purchaser's consent.
- 8.2 The Purchaser shall have the right to withdraw from the contract in whole or in part even before the Deliverables fall due if it is evident that the Supplier will not complete them on time, even if the Purchaser were to grant it a reasonable grace period.
- 8.3 If the Supplier fails to meet the agreed dates or deadlines, the statutory provisions shall apply to the legal consequences. If, in the event of termination or withdrawal or of performance by a third party, documents or items are required that are in the Supplier's possession, the Supplier shall hand these over to the Purchaser without undue delay. Insofar as industrial property rights impede performance by a third party, the Supplier shall be obliged to obtain a corresponding release from such rights without undue delay.
- 8.4 If the Supplier fails to meet the performance date, then, in the event of a default for which the Supplier is responsible, the Purchaser shall be entitled, at its own discretion, after the unsuccessful expiry of a reasonable grace period or, where the setting of a period is dispensable under the statutory provisions, to demand subsequent performance, to claim damages in lieu of performance on account of the Deliverables not being rendered or not being rendered as owed, or to withdraw from the contract. In the event of a default for which the Supplier is responsible, a contractual penalty of 0.5% of the total remuneration per commenced week of delay is agreed, limited to a maximum of 5% of the agreed total

remuneration. The contractual penalty for delayed performance shall in all cases fall due irrespective of the further performance of the contract. The contractual penalty shall be set off against any damage caused by the delay that has actually occurred and been asserted. The Purchaser's claim to the contractual penalty shall be retained even if, after the claim has arisen, the Purchaser withdraws from the contract or has the owed Deliverables carried out by a third party.

Further claims and rights of the Purchaser on account of the exceedance of deadlines shall remain unaffected.

- 8.5 The unconditional acceptance of the delayed Deliverables does not constitute a waiver of the claims to which the Purchaser is entitled on account of the delayed Deliverables; this shall apply until full payment of the final invoice.

9. REMUNERATION, OVER-DELIVERY OR SHORT DELIVERY

The agreed prices are fixed prices. The prices are understood as free to the place of use, including packaging and freight costs.

The manner in which the prices are quoted shall not affect the agreement on the place of performance. The Purchaser shall bear insurance costs incurred by the Supplier only if this has been agreed with the Purchaser in writing in advance.

The prices and the remuneration stated are exclusive of statutory value added tax or comparable taxes (e.g. sales, business or stamp taxes). Where a reverse charge mechanism or a comparable simplification method (under which the recipient of the supply or service is obliged to self-declare or withhold the value added tax or comparable taxes) is to be applied, invoicing shall be carried out without value added tax or comparable taxes, with a reference to the reverse charge mechanism or the comparable simplification method.

10. PAYMENT

- 10.1 Payments shall be made within 30 days. If different payment terms are stated in orders, those terms shall apply. The payment periods shall run from receipt of the invoice but – except in the case of advance payments – not before the defect-free and complete provision of the Deliverables (or successful acceptance, where agreed or required by law) and, insofar as documentation and inspection certificates form part of the scope of the Deliverables, not before these have been handed over to the Purchaser in accordance with the contract. If a payment cannot be made on time due to improper delivery documents or incomplete invoice details, the payment periods shall only run from the time the matter is clarified.
- 10.2 The Purchaser shall make agreed advance payments against an invoice in accordance with the VAT provisions. Even in the case of advance payments, the Supplier shall list and invoice all Deliverables in a final invoice.

- 10.3 Payment of invoices shall not be construed as an acknowledgement of claims of the Supplier that have not yet been verified.

11. RIGHTS IN THE WORK PRODUCT

- 11.1 The Purchaser shall receive, in respect of the Deliverables as a whole and their parts, an exclusive, unrestricted and irrevocable right of use and exploitation, which is transferable and sub-licensable and is compensated by the total remuneration.
- 11.2 With regard to the industrial property rights contained in the Deliverables, the following conditions are deemed agreed:
- a) The Purchaser shall have a pre-emptive right to obtain industrial property rights in respect of all inventions made in the course of the Deliverables by the Supplier or its employees, whether alone or jointly with employees of the Purchaser. The Supplier shall ensure that the Purchaser is able to exercise this pre-emptive right by offering the Purchaser in writing, at the latest two months after their disclosure, all inventions disclosed to it in connection with the Deliverables or otherwise coming to its knowledge, for acquisition free of charge. If the Purchaser is not interested in obtaining industrial property rights solely in its own name, the parties shall either agree on a joint application for industrial property rights, or the Purchaser shall declare in writing its consent to the sole application for industrial property rights by the Supplier.
 - b) In the event of a sole application for industrial property rights by the Supplier, or where the Supplier uses in the Deliverables industrial property rights existing prior to the placing of the order or arising independently of the Deliverables, the Supplier hereby grants the Purchaser the non-exclusive, irrevocable, transferable, sub-licensable right, unlimited in time, territory and content, to use the Deliverables together with the industrial property rights contained therein in all types of use, free of charge and at its discretion, in particular to reproduce, distribute, disseminate, modify and adapt them.
 - c) The Supplier shall be solely responsible for remunerating its employees under the Act on Employee Invention Remuneration or similar laws.
 - d) In the event that subcontractors are engaged, the Supplier shall be responsible for ensuring that the Purchaser is granted materially the same rights.

12. ASSIGNMENT OF CLAIMS

Claims of the Supplier against the Purchaser may be assigned to third parties, or asserted by third parties, only with the Purchaser's prior written consent. The Purchaser shall not unreasonably withhold such consent.

13. RETENTION OF TITLE AND PASSING OF RISK

- 13.1 The Purchaser objects to all retention-of-title provisions that go beyond the simple retention of title. Such provisions require a prior written agreement in each individual case. Should sub-suppliers nevertheless assert ownership rights, co-ownership rights or liens against the Purchaser, or have enforcement measures carried out, the Purchaser shall be entitled to a claim against the Supplier for all damages and internal expenses arising as a result.
- 13.2 The risk of accidental loss or accidental deterioration of the goods shall pass to the Purchaser: in the case of contracts of sale, in accordance with the agreed INCOTERMS and, where no INCOTERMS are agreed, upon proper and complete handover at the named place of destination; in the case of contracts for works, upon acceptance.

14. QUALITY AND DOCUMENTATION

- 14.1 Changes to the Deliverables require the prior written consent of the Purchaser.
- 14.2 The Supplier shall continuously check the quality of the Deliverables and keep written records of the inspections carried out. If the type and scope of the inspections as well as the inspection equipment and methods have not been firmly agreed between the Supplier and the Purchaser, the Purchaser shall, at the Supplier's request and within the scope of its knowledge, experience and possibilities, be prepared to discuss the inspections with the Supplier in order to determine the respectively required state of inspection technology. In addition, the Purchaser may, upon request, inform the Supplier about the relevant safety regulations.
- 14.3 The inspection documents shall be retained by the Supplier for ten years after delivery and made available to the Purchaser without undue delay upon request. The Supplier shall, within the scope of what is legally possible, impose corresponding obligations on sub-suppliers to the same extent.
- 14.4 Insofar as authorities responsible for plant or ship safety, emission regulations, pressure equipment certification or the like require, for the purpose of verifying certain requirements, insight into the production process and the inspection documents of the Purchaser, the Supplier agrees, at the Purchaser's request, to grant them the same rights within its business as it grants the Purchaser, and to provide all reasonable support in this respect.
- 14.5 The Supplier shall establish and maintain a documented quality, environmental and occupational safety management system that is appropriate in type and scope and corresponds to the latest state of the art. The Supplier shall comply, in respect of products and processes, with the latest state of the art, the applicable safety regulations and the agreed technical features.
- 14.6 The Supplier hereby consents to quality audits to assess the effectiveness of its quality assurance system, to be carried out by the Purchaser or a person appointed by the Purchaser, where applicable with the participation of the Purchaser's customer.

- 14.7 At the Purchaser' s request, the Supplier shall be obliged to conclude a quality assurance agreement with the Purchaser.
- 14.8 The Supplier shall inform the Purchaser without undue delay of any identified product defects in, and incidents involving, its products forming part of the scope of the Deliverables.

15. WORK ON THE PURCHASER' S PREMISES AND AT CONSTRUCTION AND ASSEMBLY SITES / OTHER SERVICES AND WORKS

15.1 Preparatory Provision of the Deliverables

Before commencing installation or assembly work, the Supplier shall inspect the assembly site with regard to the foundations, the connections, the markings-out and other relevant environmental conditions, so that it can ensure that its Deliverables are free from defects.

15.2 Responsibility, Qualification and Replacement of Personnel

The presence of the Purchaser' s assembly management at the assembly site shall not release the Supplier from its responsibility for the work to be carried out by it. The Supplier shall appoint a competent and experienced assembly supervisor for the assembly site and provide that person with the necessary authority. The Purchaser shall be informed without undue delay before any replacements. The Supplier shall ensure the qualification of the personnel deployed for the work to be carried out on the Purchaser' s premises. The Purchaser shall be entitled to demand the replacement of the Supplier' s personnel. This shall apply in particular where there are legitimate doubts as to the necessary experience or qualification, or where occupational health/environmental protection regulations are not observed. In such cases, the Supplier undertakes to provide qualified replacement without undue delay.

15.3 Arrangements

Direct arrangements and agreements between the Supplier, the Purchaser' s customer and third parties in matters concerning the performance of the contract shall not be effective without the Purchaser' s consent.

15.4 Coordination of the Deliverables

The Supplier shall, insofar as required by the overall execution or demanded by the Purchaser, coordinate its provision of the Deliverables with the Purchaser and the Purchaser' s other suppliers at the place of performance. In doing so, care shall be taken to safeguard the mutual interests. The Purchaser shall have the right to demand the shared use of the Supplier' s scaffolding, equipment, etc. by itself or by third parties against reasonable remuneration.

15.5 Occupational Safety, Environmental Protection and Fire Protection

- a) The performance of work on the Purchaser's works/construction site premises shall be coordinated in good time with the Purchaser's responsible technical officer. In addition, the Supplier shall coordinate in good time, with the person designated by the Purchaser for this purpose, regarding existing hazards and hazards potentially resulting from the work, and the necessary measures. Before commencing work, the Supplier shall prepare a risk assessment in this respect, which shall be submitted in good time to the person designated by the Purchaser for this purpose. The Supplier shall ensure that its personnel strictly observe and comply with the occupational health and environmental protection regulations applicable at the respective place of performance, as well as the local rules applicable there (e.g. works regulations). The Supplier shall indemnify the Purchaser against all claims arising from non-compliance with these regulations and rules. During the performance of the work, the Supplier shall appoint a person responsible for safety.
- b) Unsafe events (occupational accidents, environmental incidents, fire and explosion) shall be reported without undue delay to the Purchaser's safety organisation. Furthermore, immediate measures to limit damage shall be taken in accordance with the instructions of the Purchaser's safety organisation. The Supplier and all subcontractors deployed by it shall, when entering the DWE operating premises, the operating premises of suppliers or construction sites, wear suitable protective equipment (at least a helmet, high-visibility vest, safety shoes and safety goggles, and fall protection where required) and comply with the relevant local laws and regulations and the Purchaser's instructions.
- c) Substances and mixtures brought onto the Purchaser's premises by the Supplier for the performance of work shall be notified to the person designated by the Purchaser for this purpose in good time before work commences. For each substance and each mixture, the current required safety data sheet or information sheet shall be submitted. This information shall be incorporated into the risk assessment. Any retention of substances or mixtures on the Purchaser's premises after completion of the work shall be permitted only after prior release of the substances in accordance with the Purchaser's substance release process.
- d) The Supplier shall, first and foremost, avoid waste and shall properly dispose of the waste arising from the materials it brings/provides, as the waste producer and in its own name. This shall apply equally to the subcontractors engaged by it. The Purchaser's waste shall remain with the Purchaser and shall be disposed of by the Purchaser itself, unless the parties have made a different arrangement.
- e) The Supplier shall observe all fire protection regulations applicable at the place of performance. It shall report to the Purchaser's safety organisation (e.g. the occupational safety department or the works/construction site fire brigade) and coordinate the necessary fire protection measures. If work involving fire hazards on or near installations subject to fire and/or explosion hazards, such as oil tanks, gas supplies, cable systems, etc., cannot be avoided, such work may be carried out only with the permission of the

Purchaser' s safety organisation. This shall also apply to any performance of hot work such as welding, cutting, grinding, etc.

- f) The efficient use of energy is also an essential part of the Purchaser' s corporate policy. When procuring energy-intensive plant components and capital goods that have or may have an impact on significant energy use, the evaluation of the procurement is based in part on energy-related performance (energy use, energy consumption, energy efficiency).
- g) The Purchaser expects the Supplier to use energy efficiently. Should the Supplier require energy for any work on the Purchaser' s premises, it shall always handle such energy carefully and avoid negligent energy waste.

15.6 The Supplier' s Deployed Personnel

The Supplier shall submit to the Purchaser a list of the names of all persons it intends to deploy in the works/construction site area. The list shall be kept up to date at all times. Upon request, the Supplier shall provide evidence to the Purchaser that the statutory social security cover exists for these persons and that the statutory minimum wage is paid; see also clause 24. The Supplier is required to observe and comply with all statutory provisions applicable at the assembly site at the time of performing its Deliverables, in particular in the case of the employment of foreign workers. It shall instruct the personnel deployed by it accordingly. It shall indemnify the Purchaser against any consequences, in particular claims, arising from non-compliance with such provisions. The Supplier may deploy subcontractors for work in the works/construction site area only with the prior written consent of the Purchaser. The Purchaser' s consent shall not be unreasonably withheld. In cases where operational safety is endangered or for other good cause, the Purchaser shall have the right to deny the Supplier or its subcontractors access to the works/construction site area.

15.7 Conduct at the Place of Performance; Items Brought In

The Supplier shall ensure that its employees and those of its subcontractors comply with the Purchaser' s instructions for the maintenance of order and safety and submit to the usual control procedures at the place of performance.

All items brought onto the Purchaser' s works/construction site premises shall be subject to the Purchaser' s control. The Supplier shall clearly mark items it intends to bring onto the works/construction site premises in advance with its name or company logo. Before transport in and out, a list of these items shall be submitted to the Purchaser' s assembly supervisor for signing off and deposited with that person.

The Purchaser shall not be liable for thefts of or damage to items brought onto the works/construction site premises by the Supplier. The Supplier shall refrain from putting up construction site signs.

15.8 Acceptance of Works

15.8.1 The following shall apply to the acceptance of the Supplier' s Deliverables: A formal acceptance shall be carried out. Where it is carried out, the parties shall draw up a protocol

recording any complaints of the Purchaser, in particular outstanding remaining works not yet completed and defects that have been notified. The foregoing provision shall not affect Section 640(2), first sentence, of the German Civil Code (BGB).

15.8.2 The parties agree that the Supplier's Deliverables shall be deemed to be affected by more than an "insignificant defect" within the meaning of Section 640(1), second sentence, of the German Civil Code (BGB) for as long as the Supplier has not handed over to the Purchaser, in the original, in particular the following documents:

- all inspection and acceptance certificates required for the use and commissioning of the Supplier's Deliverables,
- the as-built documentation to be prepared by the Supplier on the basis of the contract,
- the list of all subcontractors engaged by it and of the subcontractors engaged by them, insofar as this has been agreed,
- operating instructions and operating and maintenance manuals, insofar as these are required for the use of the Deliverables rendered by the Supplier,
- as well as all the necessary official approval and acceptance documents to be obtained by the Supplier.

15.8.3 The Supplier shall – unless a date is agreed in the acceptance protocol – carry out, without undue delay after the acceptance of its Deliverables, all remaining works outstanding at the time of acceptance and remedy the defects existing at that time.

16. RIGHTS IN RESPECT OF DEFECTS UNDER CONTRACTS OF SALE AND CONTRACTS FOR WORKS

16.1 Scope of the Rights in Respect of Defects

The Supplier owes defect-free Deliverables. These must, in particular, have the agreed quality characteristics as well as the characteristics and values guaranteed by the Supplier, correspond to the intended use, the latest state of the art and the relevant laws and the provisions of public authorities and trade associations, and must be free from defects. Insofar as the country of destination of the Deliverables is known to the Supplier, the laws and provisions in force there must be complied with.

16.2 Individual Claims in Respect of Defects

a) Claims in respect of defects under a contract of sale

The Purchaser shall have the right to subsequent performance, at its choice, by way of rectification or new/replacement performance, as well as the right to compensation for damages in accordance with the statutory provisions. The Supplier shall additionally bear the expenses necessary for subsequent performance, including the costs of removal and installation, inspections and transport to the location of the goods. If subsequent performance has not been effected within the reasonable period set by the Purchaser, if it has failed, or if the setting of a period was dispensable, the Purchaser may additionally withdraw from the contract or reduce the remuneration. It may also

demand damages and reimbursement of futile expenses in accordance with the statutory provisions. Where the Purchaser is entitled to guarantee claims that go beyond the statutory rights in respect of defects, these shall remain unaffected. If the Purchaser's support is desired for the remedying of defects and the Purchaser consents thereto, the Supplier shall reimburse the Purchaser for the expenditure incurred by it for this purpose, including internal costs at the Purchaser's usual hourly rates. In this case, responsibility for remedying the defects shall remain fully with the Supplier.

b) Claims in respect of defects under a contract for works

The Purchaser shall be entitled to the statutory claims for the remedying of defects. Clause 16.2 a), sentence 6, shall apply accordingly.

16.3 Self-Remedy

a) Self-remedy under a contract for works

If the Supplier has failed to comply with the request for subsequent performance within a reasonable period, or if subsequent performance has failed, the Purchaser may, at the Supplier's expense, initiate the necessary measures to remedy the defect itself, unless the Supplier rightfully refuses subsequent performance. The Supplier shall bear all expenses arising as a result, e.g. for removal and installation, inspections and transport to the location of the goods. The Purchaser may demand from the Supplier an advance payment for the expenses necessary to remedy the defect. In urgent cases for which the Supplier is responsible, in particular where there is a risk of substantial damage, the Purchaser may remedy the defect itself even without prior setting of a period, if the setting of even a short period for subsequent performance was not possible on account of the particular urgency.

b) Self-remedy under a contract of sale

The statutory rule on self-remedy under a contract for works set out under lit. a) shall apply accordingly to items under a contract of sale.

16.4 Duty to Inspect and Give Notice of Defects

Insofar as the law provides for a duty to inspect and give notice of defects, the following rule shall apply:

a) In the case of delivery

The Purchaser shall carry out the following inspections on receipt of goods:

- identification check on the basis of the packaging units,
- inspection for externally visible transport damage,
- estimation of the quantity delivered,
- random sampling,
- inspection for the presence of the agreed inspection certificates, and
- occasional cross-checking of the values stated in the inspection certificates.

The Purchaser shall notify the Supplier in writing of any defects discovered in the course of this within two weeks of receipt of the goods.

Insofar as a quality assurance arrangement has been agreed between the Purchaser and the Supplier, the inspection on receipt of goods shall be limited to checking the delivery note and to transport damage.

b) Latent defects

For the rest, the Purchaser shall notify the Supplier in writing of latent defects within two weeks of their discovery, as soon as they are identified in the ordinary course of business.

16.5 Limitation Period for Claims in Respect of Defects

The limitation period for claims in respect of defects shall be 36 months, unless a longer limitation period is provided for by law. The limitation period shall begin to run upon completion of the provision of the Deliverables or, where acceptance is agreed or required by law, upon acceptance. In respect of subsequent performance carried out by the Supplier, the limitation period shall begin to run anew upon subsequent performance.

16.6 Limitation Periods in the Event of Business Interruption

If, on account of a business interruption triggered by defects, plant components cannot be used as contractually intended, the limitation period for the defective parts shall be extended by the duration of the business interruption.

17. LIABILITY

17.1 General Liability

The Supplier's liability shall be governed by the statutory provisions.

17.2 Product Liability

The Supplier shall indemnify the Purchaser against all claims arising from non-contractual product liability that are attributable to a defect in the product/sub-product supplied by it. Under the same conditions, it shall also be liable for damages incurred by the Purchaser as a result of precautionary measures appropriate in type and scope against being held liable under non-contractual product liability, e.g. by way of public warnings or product recalls. The Purchaser's right to assert its own damage against the Supplier shall remain unaffected.

17.3 Liability for Environmental Damage

The Supplier shall be liable for all damages incurred by the Purchaser or by third parties because the Supplier or its vicarious agents breach environmental protection laws and regulations. It shall indemnify the Purchaser against all third-party claims directed against the Purchaser in the event of such a breach.

17.4 Obligation to Insure

- a) The Supplier undertakes to insure itself to a sufficient extent against all risks entailed by its liability. It shall provide evidence of its insurance cover to the Purchaser upon request.

- b) The Supplier shall take out general (public) liability insurance including cover for operational and custody damage, extended product liability insurance and product recall cost liability insurance, with a sum insured for personal injury/property damage and financial loss of at least EUR 5 million per occurrence, shall maintain such insurance in full and without interruption for the duration of the contractual relationship, and shall provide evidence thereof to the Purchaser at any time upon request.
- c) The Supplier shall insure its Deliverables by way of transport insurance in accordance with the allocation of risk under the agreed INCOTERMS, should dispatch be required.
- d) Should the Supplier's Deliverables include assembly works, the Supplier shall insure these by way of assembly (erection all risks) insurance, which shall be maintained until acceptance of the Deliverables and which shall include a subsequent liability period for Extended Maintenance and Visit Maintenance damage for the duration of the agreed limitation period for claims in respect of defects.
- e) Should an insured event occur, the Purchaser and the Supplier shall be obliged to inform each other of all circumstances and occurrences connected with the insured event.
- f) In the event of a change of insurer, the Supplier shall submit the corresponding evidence of insurance to the Purchaser without undue delay and without being requested to do so.
- g) All insurance policies taken out by the Supplier shall take precedence over comparable insurance policies of the Purchaser.

18. WITHDRAWAL / TERMINATION

18.1 In addition to the other rights of withdrawal/termination and claims to which it is entitled by law, the Purchaser may withdraw from the contract in whole or in part in the event of:

- a material deterioration in the Supplier's financial circumstances,
- and/or the Supplier's cessation of payments,
- and/or disruptions in the performance of the contract following the Supplier's own application for the conduct of insolvency proceedings,
- and/or disruptions in the performance of the contract following the opening of insolvency proceedings over the Supplier's assets, or the non-opening of insolvency proceedings for want of assets,
- as well as in other cases where good cause exists.

In such cases, the Purchaser shall have the right to demand from the Supplier the surrender of all items and documents in its ownership. In addition, the Purchaser shall have the right to demand from the Supplier the surrender, in whole or in part, of all Deliverables, whether completed or not, in respect of which withdrawal has not been declared, against pro rata remuneration; the Supplier shall be obliged to surrender these to the Purchaser without undue delay and to transfer ownership thereof to the Purchaser. In such cases, the Supplier

shall not be entitled to any claims for damages or to any further claims for remuneration against the Purchaser.

- 18.2 Should the Purchaser exercise a right of withdrawal to which it is entitled, the plant or parts thereof concerned shall remain available to the Purchaser or the end customer free of charge until adequate replacement has been procured. The Supplier shall bear the costs of any dismantling and removal of the plant component.

19. THIRD-PARTY INDUSTRIAL PROPERTY RIGHTS

- 19.1 The Supplier shall ensure that, through the contractual use of the Supplier's Deliverables, the Purchaser does not infringe any copyrights, patents or other industrial property rights of third parties.
- 19.2 The Supplier shall indemnify the Purchaser against claims asserted against it on account of the infringement of a domestic industrial property right. In respect of claims for damages, this shall apply only insofar as these are based on culpable conduct of the Supplier.
- 19.3 The Supplier shall bear any licence fees, expenses or costs incurred by the Purchaser pursuant to clause 19 for the avoidance or elimination of infringements of industrial property rights, where these result from the Supplier's failure to secure for the Purchaser the rights necessary for the contractual use. However, the Purchaser shall not enter into any agreements with the holder of the industrial property right at the Supplier's expense without involving the Supplier in the event of a claim being brought.

20. SUBCONTRACTING

The Supplier may entrust the execution of orders, or of material parts thereof, to third parties only with the prior written consent of the Purchaser. The Purchaser shall not unreasonably withhold such consent.

21. ACCESS TO THE MANUFACTURING FACILITIES

In the case of orders that are processed individually in accordance with the Purchaser's specifications, the Purchaser shall have the right, subject to prior scheduling with the Supplier, to obtain access to the Supplier's manufacturing facilities and a contact person for enquiries specific to the processing of the order. The Supplier undertakes to obtain the consent of its own suppliers so that the Purchaser can also exercise this right there.

22. COMPLIANCE

- 22.1 The Supplier undertakes to act only within the framework of the applicable laws and, in particular, to observe the rules of fair competition. The Supplier expressly undertakes, and ensures, that neither it nor its employees or other persons engaged by it commit prohibited acts, or incite third parties to such acts or aid and abet them. Such prohibited acts include, in

particular, the offering, granting, demanding or accepting of unlawful payments, benefits or other advantages for itself or for a third party.

- 22.2 Should the Supplier breach these requirements, the Purchaser shall have a right to extraordinary termination.
- 22.3 Should the contractual relationship with the Supplier, or a business relationship connected with the Supplier' s activity, become the subject of an official investigation or investigative proceedings, the Supplier shall, at the Purchaser' s request, provide a person named by the Purchaser who is bound to professional secrecy with all information relevant to the proceedings or the investigation, and shall grant access to all documents and records relevant to the proceedings or the investigation. The person named by the Purchaser shall be entitled to disclose to the Purchaser such information, documents and records as may be relevant to the assessment of the Supplier' s reliability within the framework of the contractual relationship in connection with the official investigation or the investigative proceedings. The Purchaser and the person named by it shall observe the relevant data protection provisions.

23. MINIMUM WAGE

- 23.1 Insofar as the provisions of the German Minimum Wage Act (MiLoG) apply, the Supplier undertakes vis-à-vis the Purchaser, in connection with and for the duration of the business relationship, to provide the following guarantees and indemnification and reimbursement claims, whereby the burden of proving that the MiLoG does not apply shall remain with the Supplier.
- 23.2 The Supplier guarantees that it complies with all obligations incumbent upon it under the provisions of the MiLoG. This includes, among other things, the payment of the minimum wage to its employees at the due date and the recording of working time, etc. Furthermore, the Supplier guarantees that it deploys only subcontractors and temporary employment agencies (insofar as the deployment of subcontractors is not excluded under the order) which it has likewise bound in writing to comply with the provisions of the MiLoG and the associated obligations.
- 23.3 The Supplier undertakes to indemnify the Purchaser, upon first written demand, against all claims and demands of third parties. This shall apply insofar as such asserted claims and demands result from an alleged breach of the obligations under the MiLoG by the Supplier or by the subcontractors deployed by it. This covers, among others, claims and demands of (i) the Supplier' s own employees and/or (ii) employees of the subcontractors deployed as well as (iii) employees of the temporary employment agencies engaged. Furthermore, the Purchaser' s indemnification and reimbursement claim against the Supplier also covers official demands, such as fines and costs, incurred by the Purchaser as a result of official requirements, as well as the associated costs of legal prosecution and legal defence.

24. REACH

- 24.1 The REACH Regulation (Regulation (EC) No 1907/2006) concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals prescribes registration, notification and information obligations and contains substance restrictions and substance bans. The Supplier is obliged to be familiar with this regulation in its currently applicable version and, in the performance of its obligations under the contract, to comply with it in a timely manner where applicable.
- a) If the Supplier is established within the EEA, the relevant obligations under the REACH Regulation shall apply in full. In particular, the Purchaser refers to the information obligations relating to SVHC substances in articles (Art. 33, candidate list and Annex XIV REACH), a prohibition of substances subject to authorisation in the Purchaser's products, and compliance with substance restrictions (Art. 55–66, Annexes XIV and XVII REACH).
 - b) If the Supplier is established outside the EEA, the information obligations relating to SVHC substances in articles (Art. 33, candidate list and Annex XIV REACH), a prohibition of substances subject to authorisation in the Purchaser's products, and compliance with substance restrictions (Art. 55–66, Annexes XIV and XVII REACH) shall nevertheless apply. If a substance or mixture is imported into the scope of REACH, the Supplier shall assume responsibility for all obligations and costs connected therewith.
- 24.2 For substances and mixtures pursuant to Art. 31 REACH, safety data sheets compliant with Annex II of REACH shall be provided for the first time together with the order confirmation, as well as without undue delay and without being requested to do so upon any change to a safety data sheet, stating the Purchaser's order number and the item number as well as the account assignment (where available), in an official language of the country of receipt. For substances and mixtures for which no safety data sheet is required pursuant to Art. 32 REACH, an information sheet shall be supplied in an official language of the country of receipt, which shall be based on the structure of the safety data sheet under Annex II of REACH.
- 24.3 Should changes to products result from the requirements of the REACH Regulation, the Supplier shall notify the Purchaser thereof promptly, so that any necessary substance substitutions can be developed in good time. The information relevant for this purpose shall be sent to the mailbox: dwe-reactors@dwe.de. Information on candidate substances in articles pursuant to REACH Article 33 shall be communicated via the Nexus Portal.

25. SUBSTANCES OF CONCERN UNDER THE EU TAXONOMY REGULATION

- 25.1 The EU Taxonomy Regulation (EU Regulation 2023/2485), in particular Appendix C on the prevention and reduction of environmental pollution, requires the identification of all substances of concern in products and, where applicable, the carrying out of substitution assessments. The Supplier is obliged to be familiar with this regulation in its currently

applicable version and, in the performance of its obligations under the contract, to comply with it in a timely manner where applicable.

- a) The Supplier is obliged to inform the Purchaser of all substances of concern in the products supplied by it. This includes, but is not limited to, substances classified as substances of very high concern (SVHC) under the REACH Regulation, as well as substances falling under other relevant regulations. A list of the substances of concern can be found here: Candidate List of substances of very high concern for Authorisation – ECHA.
- b) The Supplier must provide the Purchaser, without undue delay and without being requested to do so, with information on the presence of substances of concern in its products.

25.2 For all products containing substances of concern, the Supplier must provide the Purchaser with an information sheet containing the following details:

- a) identification of the substance,
- b) concentration in the product,
- c) potential risks and hazards,
- d) recommendations for safe handling,
- e) possible alternatives or substitution options.

25.3 Should changes to products result from the requirements of the EU Taxonomy Regulation or other relevant regulations, the Supplier shall notify the Purchaser thereof promptly, so that any necessary substance substitutions can be developed in good time.

25.4 The Supplier undertakes to carry out substitution assessments for identified substances at the Purchaser's request and to communicate the results to the Purchaser. The Supplier shall bear the costs connected therewith.

25.5 The information and documents referred to in this section shall be sent to the following email address: dwe-reactors@dwe.de.

26. SUSTAINABILITY REPORTING

At the Purchaser's request, the Supplier must provide the Purchaser with information for sustainability calculations (e.g. life cycle assessment, (product) carbon footprint, ecological balance, Scope 1-3) in relation to its Deliverables as well as transport routes, in the data collection format specified by the Purchaser.

A Supplier that is subject to the statutory reporting obligation with regard to CBAM (Carbon Border Adjustment Mechanism) shall be obliged to provide, in a timely manner, all necessary information (including data for determining the greenhouse gas emissions emitted in connection with the product) and the corresponding certificates.

In addition, the Supplier shall be obliged to comply with the statutory due diligence requirements in supply chains relating to human rights and environmental risks (e.g. LkSG / CSDDD). For the

purposes of the regular risk analyses, relevant information shall, where applicable and upon request, be provided by means of a questionnaire made available by external service providers.

27. FORCE MAJEURE

- 27.1 Events of force majeure are unforeseeable circumstances lying outside the Supplier's sphere of influence which cannot be averted even by the exercise of reasonable care and for which the Supplier is not responsible, in particular war, acts of terrorism, pandemics/epidemics, natural disasters, official measures as well as energy or raw material shortages, insofar as these are not customary in the market.
- 27.2 The Supplier may invoke force majeure only if it (a) proves that the conditions set out in clause 27.1 are met and (b) demonstrates that it was unable to avoid or overcome the effects even by reasonable measures (e.g. alternative procurement, replacement production, rerouting).
- 27.3 The Supplier shall be obliged to inform the Purchaser in writing, without undue delay and at the latest within 3 calendar days, of the commencement, causes, expected duration and effects of the event, and to provide continuous updates. If the notification is omitted, the Supplier may not invoke force majeure.
- 27.4 The Supplier's delivery obligations shall in principle remain in force. Delivery periods shall be extended only to the extent and only for the period during which the Supplier is demonstrably prevented from providing the Deliverables. The Supplier shall take all reasonable measures to maintain the supply.
- 27.5 The Purchaser shall be entitled to (a) withdraw from the contract in whole or in part if a delay of more than 30 calendar days occurs or is going to occur, (b) carry out substitute procurement at the Supplier's expense, unless the Supplier proves that the delay could not have been avoided even by suitable and reasonable measures, (c) assert agreed contractual penalties and damages, insofar as the Supplier is contributorily at fault.
- 27.6 An impediment to performance on the part of upstream suppliers shall not be deemed force majeure, unless the Supplier proves that it too is not at fault and that no alternative procurement options existed.

28. SANCTIONS AND EMBARGO

- 28.1 The Supplier undertakes to carry out, on an ongoing basis, appropriate checking measures in order to ensure that neither it nor its legal representatives, corporate bodies, affiliated companies or any upstream suppliers and subcontractors deployed by it are listed on the sanctions lists of the EU, the USA (in particular OFAC) or the United Kingdom.
- 28.2 The Supplier undertakes to comply strictly with all applicable export control, sanctions and embargo regulations, in particular those of the EU, Germany and – where relevant – the USA and the United Kingdom.

- 28.3 The Supplier shall ensure that deliveries and Deliverables are not made, either directly or indirectly, (a) to sanctioned countries or regions, (b) to sanctioned persons, organisations or entities, (c) for use for sanctioned purposes.
- 28.4 The Supplier shall establish appropriate compliance structures, in particular ensuring regular sanctions list screenings of its business partners and a transparent supply chain.
- 28.5 The Supplier shall be obliged to inform the Purchaser without undue delay if an actual or imminent breach of sanctions regulations exists. If this information is omitted, the Supplier may not invoke the absence of fault.
- 28.6 In the event of a breach or an imminent breach, the Purchaser shall be entitled to (a) terminate the contract without notice for good cause, (b) suspend deliveries and payments, (c) assert damages in full, insofar as the Supplier is responsible for the breach.
- 28.7 The Supplier shall indemnify the Purchaser against all damages, costs, fines and other disadvantages resulting from a breach of this clause, insofar as the Supplier is responsible for the breach.

29. IT SECURITY / CYBERSECURITY

- 29.1 The Supplier undertakes to operate an information security management system (ISMS) in accordance with the state of the art. ISO/IEC 27001 or an equivalent standard shall apply as the minimum standard.
- 29.2 The Supplier warrants, in particular: (a) protection of the confidentiality, integrity and availability of all relevant data, (b) implementation of appropriate technical and organisational measures (TOM), (c) access, authentication and authorisation management, (d) regular security reviews, audits and vulnerability analyses.
- 29.3 The Supplier shall report to the Purchaser, without undue delay and at the latest within [24] hours of becoming aware, all IT security incidents, in particular cyberattacks, system compromises or data breaches with potential effects on the Purchaser.
- 29.4 The report must contain at least: (a) a description of the incident, (b) the affected systems and data, (c) a risk assessment, (d) the countermeasures already initiated.
- 29.5 The Supplier undertakes to take appropriate measures without undue delay to contain, investigate and remedy the incident, and to support the Purchaser to the fullest extent.
- 29.6 The Supplier warrants that all subcontractors and upstream suppliers are contractually bound to comply with equivalent IT security standards. Evidence of this shall be provided upon request.
- 29.7 The Purchaser shall be entitled, after reasonable notice, to carry out audits or inspections (including by third parties) to verify IT security.
- 29.8 In the event of breaches, the Purchaser shall be entitled to (a) terminate the contract extraordinarily, (b) assert damages, insofar as the Supplier is responsible for the breach, (c) suspend deliveries until the requirements are met.

30. INVALIDITY (SEVERABILITY)

Should any provision of these Conditions and of the further agreements made be or become invalid, the validity of the remainder of the contract shall not be affected thereby. The parties shall be obliged to replace the invalid provision with a provision that comes as close as possible to it in economic effect.

31. PLACE OF PERFORMANCE

The place of performance for the Deliverables is the place of use stated in the order; for payments, it is the Purchaser's registered office.

32. PLACE OF JURISDICTION / APPLICABLE LAW

- 32.1 Insofar as the Supplier has its place of business in the Federal Republic of Germany or in the EU, the following governing-law and jurisdiction clause shall apply:
- The place of jurisdiction shall be Deggendorf. However, the Purchaser may, at its option, also sue the Supplier at the Supplier's general place of jurisdiction.
- The law of the Federal Republic of Germany shall apply. The application of the conflict-of-law rules (private international law) and of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) is excluded.
- 32.2 Insofar as the Supplier has its place of business outside the EU, the following governing-law and jurisdiction clause shall apply:
- All disputes arising out of and/or in connection with the contract shall be finally and exclusively settled by an arbitral tribunal to be constituted in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC). The place of the arbitration proceedings shall be Deggendorf, Federal Republic of Germany. The number of arbitrators shall be three. The language of the arbitration shall be German. The provisions on the expedited procedure and the provisions on the emergency arbitrator shall not apply. The parties shall treat the existence of the arbitration as confidential. The same shall apply to information and documents made available in the course of such proceedings or otherwise connected therewith.
- The law of the Federal Republic of Germany shall apply. The application of the conflict-of-law rules (private international law) and of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) is excluded.

33. ORDER OF PRECEDENCE OF DOCUMENTS

For every contract falling within the scope of application of these Conditions, these Conditions contain the general applicable provisions. In the event of contradictions, the following shall apply in the following order:

- a) the individual contract,
- b) these Conditions,
- c) the provisions of the (other) annexes to the individual contract.