

General Terms and Conditions of Purchase

1. Applicability

1.1 As used in these General Terms and Conditions of Purchase ("GPC"), the term "Supplier" shall mean the party entering into a contract with iiovis Holding GmbH & Co. KG or any other company being directly or indirectly majority-owned by iiovis Holding GmbH & Co. KG relating to the supply of goods or the performance of work or services of any nature (together "Contract"). iiovis Holding GmbH & Co. KG or the contracting company under its majority ownership shall hereinafter be referred to as "iiovis", while iiovis and the Supplier shall be jointly referred to as "Parties" and iiovis or the Supplier shall be individually referred to as "Party".

1.2 iiovis will not accept any contradicting or conflicting conditions of the Supplier, unless iiovis has expressly and in Written Form approved their validity. These GPC shall also apply if iiovis, being aware of any contradicting or conflicting conditions of the Supplier, has an order carried out by the Supplier without any reservations. These GPC shall also govern any future Contract between iiovis and the Supplier.

1.3 Any modification or amendment of these GPC must be agreed in Written Form to be valid. "Written Form" in these GPC shall mean written letter, email, fax letter or posting of data or other electronic transmission within a supplier platform or other electronic B2B application.

2. Conclusion of Contracts

2.1 Orders made by iiovis are binding only, if made in Written Form.

2.2 Orders, which the Supplier accepts verbally, shall lead to a legally binding Contract.

3. Scope of Performance; Modifications

3.1 Details of the scope of performance are described in the Contract and the documents mentioned in the Contract, and also these GPC. Any results produced by the Supplier when providing the supplies, such as ideas, drafts, models and samples, are part of the scope of supply included in the price agreed upon.

3.2 The Supplier shall check any specifications, work descriptions, and other information made available to the Supplier for the execution of a Contract, and any items, parts or other materials made available to the Supplier for the execution of the Contract, to determine their suitability for the purpose intended by iiovis and its final customer. Should it become evident through this examination that it is necessary or advisable to make modifications or corrections, the Supplier shall inform iiovis without undue delay in Written Form. iiovis will then inform the Supplier in Written Form if and to which extent the Supplier shall implement changes.

3.3 The Supplier shall ensure that it has timely knowledge of any information and circumstances necessary for the fulfillment of its contractual obligations, and also of the use to which iiovis's customer intends to put the supplies. Missing documents may be used as grounds of appeal by the Supplier only if the Supplier has made a timely request in Written Form for the said documents, and didn't receive them within a reasonable period.

3.4 The Supplier shall ensure that it performs its contractual obligations with sufficient and adequate resources and with employees of appropriate qualification and experience. Should the Supplier's employees to perform the contractual obligations be specified in the Contract, the Supplier shall not be entitled to replace designated employees without iiovis's prior consent in Written Form. The Supplier is obliged to replace, without unreasonable delay, any employees who iiovis considers do not have sufficient skills to perform the Supplier's contractual obligations.

The Supplier shall immediately notify iiovis as regards any change of employees, due to sickness, leave or any similar circumstance. The Supplier shall propose appropriate measures for the avoidance of delay or disturbance for iiovis. The Supplier shall be responsible for any additional cost or delay which arises due to a change of employees. To the extent that the Supplier's employees perform work at iiovis's premises or the premises of iiovis's final customers, the Supplier shall be obligated to ensure that such employees observe any provisions or regulations issued by iiovis or its final customer or any governmental authority.

3.5 The Supplier will observe all relevant standards, laws and legal provisions under applicable law of authorities, employer's liability insurance associations and trade associations, in particular any

relevant provisions appertaining to safety, environmental protection, hazardous substances and materials, and accident prevention, as well as the generally acknowledged safety-related rules and the requirements of iiovis and its final customer. To the extent which deviations from these provisions are necessary in individual cases, the Supplier must obtain iiovis's prior approval in Written Form. The other obligations, including any guarantees for the quality of the service or work performance, shall not be affected by this approval.

3.6 iiovis may, at any time prior to acceptance of the supplies, request modifications of Contracts for Services and/or Work Performance, in particular the construction, design or other specification of the relevant supplies according to the Contract, as far as this is reasonably acceptable for the Supplier under the aspects of technical feasibility and economic efficiency. Should the Supplier be of the opinion that such modifications might lead to a different price than that already agreed on, or to an inability to meet deadlines already agreed on, then the Supplier shall notify this to iiovis without undue delay.

3.7 The Supplier guarantees that, for a period of five years following delivery of goods, it will be able to supply iiovis with additional goods or parts thereof as spare parts. In the event that iiovis is obligated towards its final customer to provide spare parts for a longer time, this shall also apply to the Supplier towards iiovis. iiovis shall inform the Supplier of such obligations.

4. Subcontracting

Complete or partial subcontracting to third parties is only permitted with iiovis's prior consent in Written Form. Violations entitle iiovis to terminate the Contract without prior notice for good cause.

5. Prices; Payment; Setoff; Exclusion of Assignment Rights

5.1 The agreed prices are flat-rate fixed prices, unless it has been expressly and in Written Form agreed that prices will be charged in units based on number of items or hourly rates. The agreed price includes all expenses incurred by the Supplier, e.g. cost of materials, packaging, use of equipment, travel expenses, transport, insurance, customs duties and taxes, unless expressly and in Written Form agreed otherwise.

5.2 Presentations, negotiations and the preparation of offers are not remunerated unless expressly and in Written Form agreed otherwise.

5.3 Each order requires a separate invoice. Invoices must include iiovis's purchase order number. Payments shall be made within 14 days with 3 % discount or within 30 days net according to iiovis's choice upon receipt of a correct and auditable invoice and the goods and/or a signed acceptance certificate, as the case may be.

5.4 The Supplier is only entitled to set-off if and to the extent of which its counterclaims have finally been adjudicated, have not been contested or if iiovis has accepted such counterclaims in Written Form. In these cases the Supplier is also entitled to exercise a right of retention, provided that its counterclaim results from the same contractual relationship.

5.5 iiovis shall be entitled to setoffs, reductions, performance refusal rights or rights of reservation at any time with regard to claims on the Supplier. Unconditional payment shall neither be considered an acknowledgement on iiovis's part of delivery or performance as being according to Contract nor an acknowledgement of terms and conditions and prices.

5.6 iiovis shall be entitled to setoffs against claims of the Supplier even when such debts are owed to a company affiliated with iiovis pursuant to Sect.15 of the German Stock Corporation Act (AktG). iiovis is further entitled to offset claims of the Supplier against its claims when such claims are owed to a company affiliated with iiovis pursuant to Sect. 15 of the German Stock Corporation Act (AktG).

5.7 The Supplier is entitled to assign, pledge or otherwise transfer any claims arising from any legal business transaction with iiovis only upon iiovis's prior approval in Written Form. Even if the Supplier assigns its receivable against iiovis contrary to the first sentence of this Clause 5.7 to a third party without the consent of iiovis, the assignment remains valid. Regardless of the assignment iiovis may choose whether payment is made to the Supplier or the third party.

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6. Deadlines; Delay; Obligation to Co-operate

- 6.1 Any delivery dates agreed upon are binding. The receipt of the supplies at the address given in the Contract is the decisive factor for the delivery to be considered on time. Terms of delivery begin as of the date of the Contract. If the Supplier has to supply samples, inspection records or any other contractually agreed documents, the delivery of goods or provision of Service is considered complete only if such additional items have been received as well.
- 6.2 Should delays in delivery be expected, for any reason whatsoever, the Supplier shall inform iiovis without delay, as soon as it becomes aware of this. In the event of a delay on the part of the Supplier, iiovis is entitled to demand a contractual penalty amounting to 0.2 % of the Contract value for each calendar day of delay, however, in total not exceeding 10 % of the total Contract value. Any other rights of iiovis remain unaffected; the contractual penalty will, however, be offset against damage caused by the delay. The right to demand the contractual penalty will not be lost through the unconditional acceptance of the supplies. Further rights shall not be affected by these rules.
- 6.3 In case of the Supplier being delayed with delivery, iiovis is entitled to rescind the Contract or to claim damages in lieu of performance, after an adequate extension period for performance or supplementary performance has been set by iiovis in Written Form, and such extension period has elapsed without completion of performance. Such an extension period is dispensable if the Supplier is in serious delay, or if a fixed-date purchase ("Fixgeschäft" according to Sect. 323 para. 2 no. 2 German Civil Code (BGB), Sect. 376 German Commercial Code (HGB)) was agreed, or if special circumstances exist that justify an immediate rescission when taking into consideration the interests of both Parties.

7. Acceptance of Performance; Passing of Risk; Incoming Inspection

- 7.1 The Supplier delivers the supplies "Delivery Duty Paid (DDP according to Incoterms 2010), unless the Parties have agreed otherwise expressly and in Written Form. The Supplier shall not make partial deliveries, unless otherwise expressly and in Written Form agreed.
- 7.2 The Supplier bears the risk of accidental loss and deterioration until the supplies have passed over to iiovis at its place of business. If the supplies are delivered before the agreed delivery date, it is to be stored, at the cost and risk of the Supplier, on iiovis's premises until this date. iiovis is not obligated to accept delivery prior to the delivery date indicated in the Contract.
- 7.3 Work Performance shall be accepted by a protocol of acceptance in Written Form signed by both Parties.
- 7.4 Should the Supplier's supplies form an integral part of the overall performance required by iiovis towards its final customer, then without the necessity of an express statement, acceptance of the Supplier's performance will not be deemed complete until iiovis's final customer has granted final approval of iiovis's overall performance.
- 7.5 iiovis performs the following checks at the incoming inspection:
- Identification check based on packaging units;
 - Inspection for any visible external transport damage;
 - Estimate of the supplied quantity.
- iiovis will inform the Supplier in writing about any alleged defects of the supplies delivered found here without delay. After that iiovis shall notify the Supplier in Written Form about any alleged defects of the supplies delivered as soon as such alleged defects have been discovered in the course of an orderly business practice. Insofar the Supplier hereby waives its right to reject delayed notification of deficiency.

8. Force Majeure

- 8.1 In case of Act of God, labour disputes, civil commotion, governmental or official actions and other non-foreseeable, inescapable and serious events the Parties shall be temporarily relieved from their obligations during the period of time such events continue and to the extent their liabilities are affected. The afore-stated shall also be applicable in case the Party concerned is already in default. The Parties are committed to give each other the necessary information which may reasonably be expected without delay, and to adjust their obligations in good faith to the changed circumstances.

- 8.2 In the event that such event of Force Majeure persists continuously for a period of more than one month, the respective other Party shall have the right to terminate the relevant Contract with immediate effect.

9. Defects

- 9.1 The Supplier warrants that its supplies are
- (i) in accordance with the contractually agreed specifications;
 - (ii) free from design, manufacturing and material defects;
 - (iii) in accordance with the technical state of the art valid at the time of delivery;
 - (iv) in accordance with all at the time of delivery applicable law and legal provisions of authorities, employer's liability insurance associations and trade associations as well as any quality assurance requirements of iiovis and its final customer; and
 - (v) suitable for the contractually agreed purpose or for the purpose evident to the Supplier, as the case may be.
- 9.2 Should supplies fail to comply with the above warranty, iiovis has the right, at its discretion, to request the Supplier to rectify the defects at its own risk and expense, or to replace defective items with contractual items which are free of defects. Should the Supplier fail to meet this obligation within a reasonable period of time, refuse to rectify defects, or provide replacements, or should exceptional circumstances call for immediate action, then iiovis is entitled, at the Supplier's expense, to repair or replace defective supplies itself, or have them repaired or replaced by third parties. The correction of defects or a new delivery will imply the restart of the statute of limitations for warranty claims; if improvements are made however, this shall only apply provided the extent of the improvement was not only completely unsubstantial.
- 9.3 In addition, the Supplier shall reimburse iiovis for any costs incurred in connection with the rectification of defects or the replacement of defective supplies.
- 9.4 The warranty claims of iiovis shall fall under a statute of limitations of 36 months valid from the date of delivery (Contracts for Goods and Services) or iiovis's acceptance (Contracts for Work Performance). Should the supplies form part of an overall performance to be provided by iiovis to its final customer, then the statute of limitations shall be 36 months from the date of acceptance by iiovis's final customer; however, not exceeding 48 months from delivery to/acceptance by iiovis, as the case may be.
- 9.5 Should any defect occur within the first 12 months following the start of the statute of limitations period, it will be assumed that the defect already existed at the date of transfer of risk or acceptance, unless evidence is furnished by the Supplier of the defects being attributable to fault or negligence on iiovis's part.
- 9.6 Any further legal or contractual claims of iiovis remain unaffected.

10. Liability; Insurance

- 10.1 The Supplier guarantees that no third party rights are violated in connection with its supplies. The Supplier shall indemnify and hold harmless iiovis and its final customers against any and all claims arising out of infringements of any Intellectual Property Right of any third party caused by background Knowledge, Intellectual Property Rights, know-how, material, goods, Services or Work Performance provided by the Supplier or its Subcontractors. This does not apply in cases where the Supplier is working according to drawings, models, data etc. provided by iiovis, and does not know, or, in connection with the supplies it is providing, does not need to know that Intellectual Property Rights are being infringed as a result. In the event of infringement, iiovis is entitled, at the Supplier's expense, to obtain from the owner of such Intellectual Property Rights the necessary authorisation to deliver, commission, use, resell, etc. the supplies.
- 10.2 The Supplier shall indemnify and hold harmless iiovis from any third party claims arising from product liability, if and insofar as it is responsible for the damage which has occurred, and will reimburse iiovis for any expenses incurred by or in connection with any recall action or service measures undertaken by iiovis or its final customers. iiovis will - as far as possible and reasonable - inform the Supplier of the contents and extent of any recall or service action, and give the Supplier the opportunity to comment.

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10.3 The Supplier shall indemnify and hold harmless iiovis from any third party claims arising from product liability, if and insofar as it is responsible for the damage which has occurred, and will reimburse iiovis for any expenses incurred by or in connection with any recall action or service measures undertaken by iiovis or its final customers. iiovis will - as far as possible and reasonable - inform the Supplier of the contents and extent of any recall or service action, and give the Supplier the opportunity to comment.

10.4 The Supplier is liable to the same degree for any negligent conduct of its representatives, vicarious agents or sub-suppliers as it is for its own. Sect. 831 para. 1 clause 2 German Civil Code (BGB) shall be excluded.

10.5 The Supplier undertakes, in particular with regard to personal injury, damage to property and financial loss, to take out and ensure insurance coverage that is adequate and customary in terms of both purpose and amount covered. If requested to do so, the Supplier shall submit the appropriate confirmations of insurance to iiovis. The Supplier hereby and in advance transfers to iiovis any title to any insurance benefits arising in connection with the supplies, and iiovis hereby accepts this assignment. The fact of insurance having been taken out and title to insurance benefits assigned does not in any way limit the liability of the Supplier.

10.6 Any further legal or contractual claims of iiovis remain unaffected.

11. Intellectual Property Rights

11.1 iiovis obtains an exclusive, unlimited, sub-licensable and irrevocable right of exploitation on the results of Services and Work Performance; this right being transferable and settled in full through payment of the contract price. Furthermore, the following conditions shall apply with regard to the industrial property rights included in the work results.

11.2 "Intellectual Property Rights" shall mean all registered or unregistered, intellectual property rights and similar rights, including trademarks, patents, utility models, designs, copyrights and software.

11.3 "Background Knowledge" shall include all Intellectual Property Rights and additionally all information, knowledge, data and know-how, regardless if independently developed by a Party outside the scope of the relevant Contract or acquired from third parties. Should the results contain "Background Knowledge" of the Supplier, iiovis is to receive a transferable, sub-licensable, non-exclusive, irrevocable license for these Intellectual Property Rights, settled in full through payment of the contract price.

11.4 iiovis has the prior right of acquisition of any Intellectual Property Rights created by the Supplier and/or its staff, alone or in cooperation with iiovis's staff, when working on the Contract ("Foreground Intellectual Property Rights"). The Supplier is obligated to claim its property rights vis- à-vis its employees without restrictions and offer them to iiovis in Written Form within two months at the very latest after such rights have been brought to the Supplier's knowledge. Possible compensation for employee's inventions and the transfer of rights will be deemed to have been settled with the agreed contract price. iiovis is entitled to transfer such Foreground Intellectual Property Rights to any company affiliated with iiovis pursuant to Sect.15 of the German Stock Corporation Act (AktG). Should iiovis have no interest in acquiring exclusive Intellectual Property Rights in its own name, the Supplier may acquire Intellectual Property Rights at its own discretion, in its own name and at its own expense, although iiovis is still entitled to an irrevocable, transferable, sublicensable, unlimited, non-exclusive right to make use of these Intellectual Property Rights free of charge. Any charge for these will be deemed to have been settled with the agreed contract price.

11.5 Should the results of the Supplier or its employees include a design suitable for registration as a design patent, the Supplier will, at the time it is produced, transfer any title to rights over the design to iiovis. iiovis is entitled to effect official registration of the design at its own discretion. Any charge for these will be deemed to have been settled with the agreed contract price.

11.6 As far as any Services or Work Performance of the Supplier are protected by copyright, the Supplier herewith grants iiovis the exclusive, irrevocable, sub-licensable, transferable and unlimited right to use these work results free of charge. Any charge for this will be deemed to have been settled with the agreed contract

price.

11.7 In the event of work being delegated to subcontractors, the Supplier shall be responsible for ensuring that iiovis still has analogously similar rights according to this Clause 11.

12. Confidentiality

12.1 The Supplier undertakes to treat as business secrets any commercial and technical details, which it has received from iiovis in connection with a Contract or which it has otherwise become aware of due to the business relationship with iiovis, and not to disclose, transfer or otherwise make available to any third parties. This does not apply to information which

- (i) is or becomes generally known, without any breach of this obligation;
- (ii) is made known to the Supplier by a third party, without breach of any relevant obligation;
- (iii) the Supplier can prove either to have possessed before this obligation came into effect, or to have developed independently subsequent to its coming into effect;
- (iv) iiovis has in Written Form given its express consent or
- (v) is required to be disclosed by law, the rules of any governmental organization or a court order.

12.2 iiovis shall not unreasonably refuse consent according to Clause 12.1 (iv) if and to the extent it is necessary for the due execution of a project under a Contract. In such case, the Supplier shall bind the receiving third parties by a confidentiality agreement reflecting the rules set forth in this Clause 12.

12.3 The copying or reproduction of any Information is admissible only within the framework of business requirements and copyright regulations.

12.4 The Supplier undertakes to bind its employees, associates, partners and all others who receive the confidential information by similar non-disclosure obligations.

12.5 The Supplier may use the established business relationship to iiovis for advertising purposes only after having obtained previous consent from iiovis in Written Form.

12.6 The Parties agree on a penalty of EUR 50,000.00 to be paid by the Supplier for any culpable breach of the confidentiality obligations according to this Clause 12. Regardless of the penalty iiovis expressly reserves the right to assert a claim for higher damages suffered as a result of a breach of these confidentiality obligations. The penalty shall be deducted from the compensation for further damages.

13. Termination of Contract

13.1 Ordinary Termination

13.1.1 iiovis may terminate the Contract, except for sales contracts, at any time at one week's notice.

13.1.2 In the event of ordinary termination, iiovis will pay the proportion of the agreed price that will cover all services that can be proven to have been provided by the Supplier up to the date on which the termination comes into force. In addition iiovis will, in the event of ordinary termination, reimburse the Supplier with any costs which can be proven to have been incurred by the latter with a view to and for the direct purpose of executing the terminated part of the order with due commercial care and attention, and which, within the bounds of possibility and reasonableness, could not be avoided.

13.1.3 In the event of ordinary termination, no further claims on the part of the Supplier for any legal reason whatsoever will be deemed to exist. In any event, the maximum remuneration to be paid by iiovis as per Clause 13.1 will not exceed the contract price of the terminated scope of supply.

13.2 Termination for Good Cause

13.2.1 The Parties may terminate the Contract for good cause at any time without notice.

This especially applies in case

- (i) the other Party has suspended its payments or its assets are subject to insolvency proceedings or insolvency proceedings are not opened due to lack of assets, or it has made an affirmation in lieu of an oath as to the correctness of its list of assets;
- (ii) direct or indirect infringement of the provisions of Clause 12;

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- (iii) direct or indirect attacks against Intellectual Property Rights or Background Rights of the other Party;
- (iv) any delay of the Supplier, after an adequate extension period set by iinovis has elapsed.

13.2.2 In the event of termination for good cause for reasons caused by negligence or intention of the Supplier, iinovis will reimburse the Supplier only for zero-defect supplies which can be proven to have been provided prior to the termination date, whereby the actual value of the supplies provided will be in proportion to the value of the sum of all supplies owed.

13.2.3 No further claims on the part of the Supplier, for any legal reason whatsoever, will be deemed to exist. In any event, the maximum remuneration to be paid by iinovis as per Clause 13.2 will not exceed the agreed contract price.

13.2.4 iinovis reserves the right to assert further claims in the event of termination for good cause by reasons attributable to the Supplier.

13.3 Any notice of termination must be in Written Form.

14. Code of Conduct

14.1 The Supplier confirms that it is familiar with the "iinovis Code of Conduct for Suppliers" and that the principles defined therein are being applied in its entire supply chain.

15. General Provisions

15.1 Should any provision of these GPC or of any Contract between iinovis and the Supplier be or become invalid or unenforceable, all other provisions shall remain unaffected. iinovis and the Supplier are obliged to replace each unenforceable or invalid provision by a new provision that to the greatest possible extent reflects the legal and economic purpose of the original provision.

15.2 Unless expressly otherwise agreed in Written Form, the laws of Germany under the exclusion of its conflicts of laws provisions shall apply to these GPC and each Contract between iinovis and the Supplier. The Convention of the United Nations on Contracts for the International Sale of Goods of 11 April 1980 ("CISG") shall not apply.

15.3 Place of performance shall be iinovis's place of business, unless expressly otherwise agreed in Written Form.

15.4 The ordinary courts at iinovis's place of business shall have exclusive jurisdiction for all disputes and claims arising from or relating to any Contract and its implementation. However, at its choice, iinovis shall be entitled to file an action against the Supplier at the ordinary court at the Supplier's place of business.