

Purchase Order Terms and Conditions for Deliveries and Services of Alicona Imaging GmbH

Version: October 2015

I. Scope

1. These Purchase Order Terms and Conditions shall apply exclusively to all Alicona Imaging GmbH (hereinafter referred to as "Buyer") purchases of goods ("goods") and contractor works and/or other services (hereinafter summarily referred to as "services") from Contractors. They shall be integral components of all contracts the Buyer enters into with Contractors for the goods or services they offer. These Purchase Order Terms and Conditions shall apply only if the Contractor is an entrepreneur (§ 14 BGB [German Civil Code]), a legal entity under public law or special fund under public law. They shall also apply to all further goods, services or offers submitted to the Buyer even if another specific agreement as to their applicability has not been made. The Buyer shall promptly notify the Contractor of any changes to the Purchase Order Terms and Conditions.
2. These Purchase Order Terms and Conditions shall apply exclusively. Deviating, contrary or supplementary General Terms and Conditions of the Contractor shall become part of the contract only if and to the extent that the Buyer has expressly consented to their applicability in writing. This consent mandate shall apply in any event, for instance also if the Buyer, being aware of the General Terms and Conditions of the Contractor accepts the latter's deliveries or services without raising objections.

II. Cost Estimate / Purchase Order and Order Confirmation

1. Unless the Buyer expressly waives this requirement, the Contractor shall submit a written cost estimate to the Buyer prior to the ordering of services. The cost estimate shall also include the disposal of removed materials unless this service item is quoted separately. In any event, the cost estimate shall be compiled free of charge.
2. Only written purchase orders made by the Buyer shall be binding. The contractor shall have the option to accept such offers in writing within two weeks (order confirmation). The relevant date is the date of receipt of such acceptance by the Buyer. Late acceptance shall be considered a new offer and shall be subject to acceptance by the Buyer.
3. If the order confirmation should deviate from the purchase order, the Buyer shall be bound only if Buyer has consented to the deviation in writing.
4. Buyer shall have the right to make modifications within the scope of this order, including, without limitation, changes as to specifications, designs, delivery schedule, destination, testing or packing, at any time. Contractor shall promptly notify Buyer of any proven and reasonable changes in cost or delivery or performance delays that cannot be averted in the normal production and business operations of the Contractor through reasonable efforts, if any. An equitable adjustment in price or other terms hereof shall be agreed upon in a written amendment to this contract describing all such changes.
5. Changes or additions made by the Contractor after the conclusion of contract shall be effective only subject to Buyer's written confirmation.

III. Property and Licensing Rights

1. The Contractor shall assign to the Buyer all domestic and foreign industrial property rights inherent in the work product and/or services (hereinafter summarily referred to as "work product") delivered by the Contractor, which have been generated individually by the Contractor (and/or Contractor's vicarious agents). This shall in particular apply to inventions as well as rights in and arising from the former (specifically any rights to patents and utility models based on the former or in the former), marks and designs. Moreover, the Contractor shall assign all related rights and entitlements in such property rights to the Buyer in their entirety. Assignments as defined in this Sub-section 1 shall be made simultaneously with the delivery and/or provision of work results, regardless of whether they are advance services, partial services or final services. If industrial property rights protection eligible work product is generated, the Contractor shall notify the Buyer promptly in writing. The Buyer may register the intellectual property rights in Buyer's name at Buyer's discretion. The Contractor shall provide comprehensive support to the Buyer in such endeavors; in particular the Contractor shall immediately provide the Buyer with the necessary information, make all required declarations and take the necessary actions. The Contractor shall not be permitted to register such rights in Contractor's or any third party's name or directly or indirectly support third parties in doing so.
2. The Contractor shall grant the Buyer exclusive, worldwide and irrevocable, wholly or partially transferable and sub-license eligible rights for an indefinite period of time with regard to all copyrights and ancillary copyrights inherent in the work product. Rights shall be granted to the greatest extent possible. The granting of such rights – in the case of copyrights and/or ancillary copyrights protected works and services (including the database right) shall comprise all sub-licensing eligible and transferable usage and licensing rights, in particular duplication, processing, distribution, leasing, broadcasting and performance rights as well as the rights for publication and the right to grant public access. The licensing of rights shall apply to all known and unknown types of uses and purposes. In the case of software and data it shall pertain to the exploitation and utilization in conjunction with application service providing, outsourcing, SaaS, Cloud as well as all other forms of central or decentralized use, the exploitation and utilization on any hardware – especially embedded systems –, the use on any network and via all transmission paths, such as the Internet or mobile phone networks, as the subject matter of any type of provision and exploitation model and in any number of duplications. In the case of software, § 69b UrhG [German Copyright Act] shall apply accordingly. If copyrights and/or ancillary copyrights inherent in work product are transferable according to domestic and/or foreign legal standards and especially in the case of the sui generis right in databases, the Contractor shall transfer these rights in full in deviation from the aforementioned.
3. If the Contractor should utilize the services of third parties, the Contractor is obliged to impose the obligations pursuant to Sections 1 and 2 in favor of the Buyer upon them and if requested, shall document to the Buyer that this has been done.
4. If the software is individual software, any source and object codes, draft and other development material generated as well as additional content for the generation of executable software and the like as well as the entire documentation shall be provided to the Buyer comprehensively and in a suitable format. Title to any related records and documents shall be transferred to the Buyer and the transfer is herewith accepted. This shall also apply to any databases, data structures, documents and all other content provided to the Buyer.
5. If the Contractor should have the obligation to deliver already existing, generally available products that do not contain any customizations and/or if Contractor uses same to generate the work product, in deviation from Sections 1 and 2, Contractor shall only be required to grant or obtain for the Buyer the licenses required for the concrete project. Contractor shall explain the licensing terms to the Buyer upon request. If third party software is used, the Contractor shall prove to the Buyer upon request that Contractor did obtain sufficient rights for the Buyer. If the Contractor does not provide the Buyer with any source code for standard software and unless otherwise agreed upon, Contractor shall ensure the archiving of the source code with suitable third parties (especially escrow agents) at standard market terms for the benefit of the Buyer upon Buyer's request.

6. In addition to the right granted in Section 2, the Buyer, affiliated companies as defined by § 15 AktG [German Stock Corporation Act] and other distributors shall be entitled to grant the right to transfer software licenses to end customers.

7. The Contractor shall notify the Buyer in due time and at the latest in the order confirmation as to whether Contractor's goods and services contain "Open Source Software." "Open Source Software" for the purpose of this provision shall be software that is provided to any user by the holder of the rights licensing fee free with the right to process and/or distribute based on a license or other contractual arrangement (e.g. GNU General Public License (GPL), GNU Lesser GPL (LGPL), BSD License, Apache License, MIT License). If Contractor's goods and services should contain Open Source Software, the Contractor shall deliver to the Buyer the following at the latest in conjunction with the order confirmation:

- Source code of the used Open Source Software, provided the applicable Open Source licensing terms require the disclosure of said source code, and
- Listing of all used Open Source files with references to the respective applicable license and a copy of the complete license text.

The Contractor is obliged to ensure and state in writing that the purpose compliant use of the Open Source Software will neither cause the goods and services of the Contractor nor the products of the Buyer to become subject to a "Copyleft Effect". Whereby "Copyleft Effect" as used in this provision means that the Open Source licensing terms require that certain goods and services of the Contractor and any works derived from the former may be further distributed only under the conditions of the Open Source licensing terms and, in particular, subject to the disclosure of the source code.

If the Contractor does not disclose Open Source Software content in Contractor's goods and services until after the order has been received, the Buyer shall have the right to revoke the order within 14 days after receipt of the notification and provision of the information listed in the above paragraph.

IV. Infringement of Property Rights

1. Subject to the conditions of Sub-section 2, the Contractor shall be liable for non-infringement of any property or copyrights of third parties in countries of the European Union (EU) and the European Economic Area (EEA), in Switzerland, the United States of America or other countries in which goods, work products or services are produced or rendered on Contractor's behalf by the goods and work products as defined in Section III or services rendered by the Contractor.

2. The Contractor is obliged to indemnify and hold harmless the Buyer against any third party claims raised against the Buyer because of the infringements of industrial property or copyrights specified in Sub-section 1 and shall reimburse the Buyer for any necessary costs arising in connection with such claims. This entitlement shall not apply if the Contractor proves that Contractor is neither responsible for the property rights infringement nor had been in a position to know of the former at the time of delivery or provision of work had commercial due diligence been applied. This shall be without prejudice to any further statutory claims of the Buyer on the grounds of legal defects inherent in the goods or provision of work delivered to the Buyer.

V. Deliveries / Delivery and Performance Period

1. Deliveries will be made in compliance with "DDP Incoterms 2010" to the address stated in the purchase order, unless otherwise agreed upon. Each delivery shall be accompanied by a packing list or delivery note stipulating the content as well as complete order references. Dispatch information shall be sent immediately and shall contain the same information. If the delivery note should be missing or incomplete, the Buyer shall not be liable for any resulting delays in processing and payment.
2. Unless otherwise agreed in writing, Seller shall not make any shipment or delivery in advance of the time specified by Buyer therefore. Shipments are required to be 0 days late, and no more than 2 days early, unless requested in writing by Buyer (purchasing agent signature required). Receipt of goods more than 2 days early may be subject to return to Supplier, at Supplier expense. Such advance shipments shall be at Seller's own risk and Buyer shall not be bound to pay for goods or materials shipped in advance of scheduled deliveries and any storage costs caused thereby.
3. If delays of a delivery or service should be foreseeable, the Buyer shall be notified immediately and Buyer's decision shall be obtained.
4. If the latest date on which the delivery or performance is supposed to be made or provided can be determined from the contract, the Contractor shall be in default as of the end of said day without a reminder notice from the Buyer being required.
5. In case of delay of the Contractor, the Buyer shall have the right to charge liquidated damages of 0.3% for each commenced business day for the damage caused by delay; however the liquidated damages shall not exceed 5 % of the total net price of the delayed delivery or performance. The Buyer shall have the option to prove a higher damage and the Contractor shall have the option to prove that the Buyer did not incur any damage or that the damage was significantly lower.
6. The statutory provisions shall apply to Buyer's default of acceptance. The Contractor shall, however, be required to expressly offer services to the Buyer if a certain or definable calendar time has been agreed upon for an act or participation of the Buyer (e.g. provision of materials). If the Buyer should be in default of acceptance, the Contractor may demand reimbursement for additional expenses pursuant to the statutory provisions (§ 304 BGB [German Civil Code]). If the contract should pertain to a matter to be produced by the Contractor that cannot be used otherwise (custom production), the Contractor shall be entitled to further rights only if the Buyer committed to participate and is responsible for the failure to participate.

VI. Prices, Invoices

1. The price indicated in the order shall be binding and - subject to the provisions stated in Sub-section 3 - a fixed price. The price quoted is to be understood "DDP Incoterms 2010" to the address stipulated in the order plus applicable value added tax, unless it has already been specified in the order.
2. Unless otherwise agreed upon, the price shall include all of Contractor's services and ancillary services (e.g. set-up, build-in, assembly, installation, start-up, adjustment/settings) as well as all ancillary costs (e.g. proper packaging, transportation, insurance, other taxes, custom duties and fees).
3. The Contractor shall be permitted to exceed the amount of the cost estimate prepared before the rendering of performances in individual cases only if unforeseeable hindrances arise. However, in this case, the Contractor shall notify the Buyer in writing beforehand. The additional cost to be charged shall be based on the same costing as the cost estimate. The Contractor shall be required to document and disclose this.
4. Invoices shall be issued in an auditable manner. If the Buyer did provide order references and/or numbers for the individual items to the Contractor, same shall be stated in the invoice. Day work may only be accepted for payment if countersigned daily wage slips are submitted to

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the Buyer. If the handling of an order should be delayed because of lacking information, the payment term shall be extended by the time of the delay.
5. Copies of invoices shall be marked as duplicates.

VII. Payments, Set-off, Retention Rights

1. Unless other agreements have been made, the Buyer shall pay the purchase price within 14 days after the receipt of the complete delivery of the goods and/or rendering of services and the receipt of an invoice or equal list of payments with a 3 % cash discount or within 60 days net. Payments owed by the Buyer shall be considered timely if the transfer order is received by Buyer's bank on the due date.
2. If the Contractor is required to provide material tests, test logs, quality documents or other records, the completeness of the goods or services shall also be contingent upon the receipt of these records. The deduction of a cash discount shall also be permitted if the Buyer sets off payments or retains payments in reasonable amounts due to defects.
3. Payments shall not constitute the acceptance of goods or services as contract compliant.
4. The Buyer is not liable to pay late payment interest (§ 353 HGB [German Commercial Code]). In cases of late payment, the Buyer shall owe late payment interest in the amount of five percentage points above the prime lending rate pursuant to § 247 BGB [German Civil Code]. The statutory provisions, whereby a written reminder from the Contractor shall be required in any event, shall govern Buyer's default.
5. The Buyer shall be entitled to the statutory set-off and retention rights as well as the objection of non-fulfillment of the contract. The Buyer shall in particular have the right to withhold payments due as long as Buyer is still entitled to claims against the Contractor arising from incomplete or deficient deliveries or services.
6. The Contractor shall be entitled to set-off or retention rights only on the grounds of counter claims that have been found legally effective by a court of law or that are undisputed.

VIII. Incoming Goods Inspections

1. Immediately upon receipt of the goods, the Buyer shall check whether the goods were delivered in the ordered quantity and type and whether any visible transportation damages are in evidence. To the extent that this is feasible in consideration of the goods delivered, random samples of the delivery shall be verified. If the Parties have agreed upon an acceptance, a duty to examine shall not exist. This shall be without prejudice to the statutory requirement to file claims for defects discovered later.
2. In the cases of Sub-section 1 Sentence 1 (obvious defects, random testing process) a claim for defects shall be deemed timely if the Buyer sends the claim within ten business days after the receipt of the goods; in cases of Sub-section 1 Sentence 3 (late discovery) the filing period shall be five business days after discovery.
3. The Buyer shall be under no obligation vis-à-vis the Contractor to perform any inspections or file any claims beyond those specified above.
4. The Buyer shall not forfeit any warranty claims as a result of the acceptance or consent to presented samples or specimen.

IX. Quality Assurance

1. The Contractor warrants that Contractor's products are in compliance with the statutory requirements, the current state-of-the-art and the agreed upon product specifications. This shall in particular also include compliance with the Product Safety Act, the provisions governing CE labeling, the Electrical and Electronic Appliance Law, the Electrical and Electronic Appliance Materials Ordinance as well as the provisions of Directives 2011/65/EU (RoHS) and 2002/96/EG (WEEE) as well as any laws, directives and other provisions passed in the Federal Republic of Germany for their implementation.
2. The Contractor warrants that Contractor's products are in compliance with the provisions of Directive No. 1907/2006 for the Registration, Evaluation, Authorization and Restriction of Chemical Substances (REACH Directive). This shall also apply if Contractor is not domiciled in the EU; in this case the Contractor shall appoint a natural or legal entity domiciled in the EU who shall meet the obligations of importers as Contractor's sole representative (see Art. 8 REACH Directive). The substances Contractor's products contain shall be pre-registered or registered if necessary under the provisions of the REACH Directive. The Contractor shall comply with all obligations applicable according to the REACH Directive; in particular, without having to be prompted to do so Contractor shall provide all required safety data sheets and information pursuant to Art. 3 et seq. of the REACH Directive. Contractor's products do not contain any substances giving rise to special concerns (SVHC) as defined in Art. 57 of the REACH Directive and do not contain any substances in the respective valid list of substances subject to inclusion in Annex XIV (so-called List of Candidates) pursuant to Art. 59 of the REACH Directive. The Contractor shall – without having to be prompted to do so – promptly notify the Buyer in writing disclosing the concentration in mass percent if a product ordered and/or already delivered should contain such substances, regardless of the reasons.
3. Contractor shall set up and maintain a documented quality assurance system that is suitable in terms of type and scope, in compliance with the current state-of-the-art. The Contractor shall compile records, specifically of quality tests and shall make same available to the Buyer promptly upon request.
4. The Contractor shall have and continually maintain an up-to-date ISO 9001 certification and shall show evidence of this status to the Buyer upon request.
5. The Contractor shall ensure the traceability of Contractor's products at all times. Moreover, by taking proper measures, Contractor shall ensure that if a deficiency should arise in one of Contractor's products, Contractor will be in a position to immediately determine which other products may be affected.
6. The Contractor is obliged to make supplier's declarations in compliance with Directive (EU) No. 1207/2001 and to confirm the preferential status of the products. The disclosure of the country of origin in the invoice shall not be sufficient for this purpose. The Contractor shall assume liability for the correctness of the supplier's declaration and shall be liable to the Buyer for any damages. The making of a long term supplier's declaration shall be permitted; however, if requested by the Buyer a supplier's declaration shall be issued in any event.
7. If Contractor's goods or services should contain tin, wolfram, tantalum or gold (Conflict Minerals - Compliance Standard of Section 1502 of the Dodd-Frank Act), the Contractor shall provide the Buyer with the required information in the EICC / GeSI Conflict Minerals Reporting Template, which the Buyer will make available to the Contractor upon request, to the best of Contractor's knowledge. The duty to provide information also comprises the identification of smelters in the delivery chain of the Contractor. This means that the Contractor also has to integrate Contractor's suppliers into the information process.
8. If the delivery should contain goods to be classified as dangerous goods according to international regulations, the Contractor shall notify the Buyer of this fact at the latest along with the order confirmation in a format agreed between Contractor and Buyer or any other suitable format.

9. The Contractor is obliged to make all deliveries of goods and services in compliance with the applicable domestic and international environmental protection legislation and standards. The Contractor shall establish and maintain an environmental management system in compliance with ISO 14001 or equivalent and shall provide the respective evidence to the Buyer upon request. Moreover, the Contractor shall sufficiently comply with the environmentally acceptable provision of services pursuant to the German Recycling Act (KrWG). This shall include the selection of environmentally friendly and recyclable materials, low emission, low pollutant, easy to uninstall and remove designs as well as energy and resource conserving solutions.

X. Special Provisions Regarding the Rendering of Services / Safety Instructions

1. The Contractor shall render all services autonomously and self-accountably. The Contractor shall not be subject to any functional and/or disciplinary instructions by the Buyer. The Contractor and Contractor's assigned personnel shall neither be in an employment nor a payroll position with the Buyer, nor in a relationship similar to that of an employee. The Buyer shall only be entitled to the works or service contract-based rights as far as the specification of the respective services are concerned.
2. Prior to starting the rendering of services, the Contractor shall report to Purchasing and designate Contractor's employees. The Contractor shall also report to Purchasing upon the completion of services rendered, in case of interruptions (exception lunch break) and when starting and concluding the daily work. If the Contractor should want to work outside of the time window Mon – Fri 8 am through 4.30 pm, Contractor shall obtain the prior approval of Purchasing.
3. The Buyer shall have the right to inspect the services at any time.
4. The Contractor shall provide all materials and any tools as well as supplies required for rendering the services. It shall be Contractor's responsibility to ensure that the property, materials or other equipment brought in by Contractor's personnel is stored carefully, securely and insured against the risks of loss or damages. The Buyer shall not assume any liability for the loss or damage to such property except in cases of intent or gross negligence.
5. Upon completion of the services, the Contractor shall clean the work areas and take along all materials, including removed materials, completely and dispose of them properly, if required, at Contractor's own cost.
6. The Contractor shall undertake to comply with the usual safety provisions as well as possible safety provisions communicated or imposed by the Buyer and to ensure Contractor's employees' compliance with the former. In particular, the Contractor shall be liable for the proper training of Contractor and Contractor's employees pursuant to DIRECTIVE (EU) No. 185/2010 OF THE COMMISSION of 4 March 2010 laying down detailed measures for the implementation of the common basic standards on aviation security in the respective effective version and that they are in possession of relevant certifications. The Contractor shall make available to the Buyer the certifications in compliance with the DIRECTIVE (EU) No. 185/2010 OF THE COMMISSION of 4 March 2010 laying down detailed measures for the implementation of the common basic standards on aviation security in the respective effective version prior to starting the service provision so that the Buyer can issue access permits.
7. The Contractor shall indemnify the Buyer against all claims raised against the former because of violations of the provisions to be complied with pursuant to Sub-section 6 the Contractor is responsible for. The Contractor shall be required to exercise the indemnification obligation upon Buyer's first request.

XI. Rights Related to Material and Legal Defects and Other Breaches of Duty

1. The rights of the Buyer related to material or legal defects ("Sach- und Rechtsmängel" in terms of German Civil Code) and other breaches of duty by the Contractor shall be governed without limitations by the statutory provisions supplemented by the following provisions as well as Section IV. of these Purchase Order Terms and Conditions.
2. If the goods or services are deficient, the Buyer may, at Buyer's discretion, demand subsequent performance in the form of the elimination of the defect (remedial action) or the delivery of goods without deficiencies (replacement) or the production of a new deficient free work (new production). If Contractor should fail to meet these obligations within a reasonable time period to be set by the Buyer, the Buyer shall have the option to eliminate the deficiency in-house (self repair) and demand the reimbursement of the costs for the expenses incurred and/or a respective advance payment. No further – if applicable new – remedial period has to be granted if the subsequent performance by the Contractor has failed or is unreasonable for the Buyer for other reasons (e.g. because of extreme urgency, hazards to the operational safety or imminent occurrence of disproportionate damages). The Buyer shall notify the Contractor of such circumstances immediately and if possible prior to implementing any self-repairs.
3. The costs incurred for the purpose of investigation and rectification (including any dismantling and installation costs) shall be absorbed by the Contractor even if it should be determined that defects did in fact not exist. This shall be without prejudice to Buyer's liability for damages in cases of unjustified demands of deficiency elimination; however, to that end, the Buyer shall assume liability only if Buyer did realize or not realize due to acts of gross negligence that a defect did not exist.
4. The Contractor shall also absorb the costs and bear the risk for the return shipment of deficient deliveries.

XII. Time Limitation

1. The limitation of actions shall be based on statutory requirements unless otherwise agreed upon subsequently.
2. In deviation from § 438 Section 1 No. 3 BGB [German Civil Code] and § 634a Section 1 No. 1 BGB, the general statute of limitations for contractual entitlements based on legal and material defects shall be three years as of the hand-over of the goods to the Buyer at the place of fulfillment or – if work performances are being rendered, but also if an acceptance has been agreed upon with regard to the delivery – upon acceptance.
3. The statute of limitations for the remedied or previously deficient part/work that has been replaced shall begin all over again as of the time of elimination of the deficiency or retroactive delivery of a new deficiency free object or the production of a new deficiency free work.

XIII. Subcontracting of Orders to Third Parties / Appointing Subcontractors

In the absence of Buyer's prior written consent, the subcontracting of orders to third parties and the appointing of subcontractors shall be prohibited and failure to comply shall give the Buyer the right to rescind from the contract in part or in whole and to demand compensation for damage.

XIV. Provision of Materials

1. Provided materials shall remain the property of the Buyer and shall be stored separately, marked and managed at no cost to the Buyer. They may be used only for orders of the Buyer.

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The Contractor shall be required to replace materials if materials should be damaged or be lost. This shall also apply to the charged provision of order-specific materials.

2. The Contractor shall adequately insure material provided against the risks of damages and loss at Contractor's own expense.

3. Processing of or conversion work on the material shall be done on behalf of the Buyer. The former shall become a direct owner of the new or converted object or – if the processing or conversion uses materials of multiple owners or if the value of the newly created object is higher than the value of the provisions – a co-owner of the newly created object at the ratio of the value of the material provided compared to the value of the newly created object. The Contractor shall store the new matter for the Buyer free of charge with the due diligence of a professional businessperson.

XV. Tools, Molds, Samples, Confidentiality, etc.

1. The Buyer reserves the title to and copyrights and property rights inherent in all images, plans, drawings, calculations, performance instructions, product descriptions and other documents that Buyer submits to the Contractor. Such documents shall be used exclusively for the contractual performances and shall be returned to the Buyer completely upon Buyer's request. Any existing copies (including electronic ones) shall be destroyed (or deleted) provided the Contractor does no longer need them in conjunction with proper business operations or as mandated by statutory retention periods. These documents shall be kept confidential in third party relations, even after the termination of the contract. The confidentiality mandate shall not end until and to the extent that knowledge contained in the documents provided has become generally known.

2. The above provision shall apply accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as tools, templates, molds, samples and other objects and/or data provided to the Contractor by the Buyer.

3. If the Buyer has consented in writing to the subcontracting of orders to third parties and/or appointing of subcontractors, said parties shall be required to compliance with Sub-sections 1 and 2 in writing accordingly.

XVI. Product Liability and Producer's Liability

1. If the Buyer is targeted by third parties by way of product and/or manufacturer's liability because of personal injury or property damage and if such injury/damage was the result of a deficient product of the Contractor, the Contractor shall indemnify the Buyer against third party claims to that end that Contractor assumes direct liability in external relationships. The Contractor shall meet this indemnification obligation upon Buyer's first request.

2. Within Contractor's scope of indemnity obligation, the Contractor shall reimburse all costs that arise from or in connection with recall actions conducted by the Buyer. The Buyer shall brief the Contractor on the content and scope of recall actions – to the extent possible and reasonable – at the earliest possible date and shall give Contractor the opportunity to respond. This shall be without prejudice to any other statutory rights.

3. The Contractor shall at Contractor's own cost obtain and maintain product liability insurance coverage at the usual terms and conditions with a lump sum minimum coverage amount of EUR 10 million per personal injury/property damage and to submit proof of such coverage to the Buyer upon request.

XVII. Insurance

Notwithstanding the obligation to deliver "DDP Incoterms 2010" in compliance with Section V Sub-section 1 in the absence of agreements to the contrary, the Buyer may obtain transportation insurance coverage for the deliveries if necessary. Upon request, the Contractor shall promptly provide the Buyer with all information required to obtain insurance coverage.

XVIII. Assignment of Receivables

The assignment of receivables shall be permitted subject to Buyer's written consent only. This shall not apply in the case of pecuniary claims.

XIX. Special Right of Rescission

If the Contractor should suspend the making of payments, if a preliminary insolvency administrator should be appointed or insolvency proceedings against the assets of the Contractor should be initiated, the Buyer shall have the right to rescind from the contract in whole or in part. In case of rescission, the Buyer shall have the right to use the existing equipment or any already completed goods and services of the Contractor to continue the work in exchange for reasonable compensation.

XX. Spare Parts

1. The Contractor shall keep spare parts for the goods delivered to the Buyer in stock for a period of at least 10 years after delivery.

2. If the Contractor should plan to cease production of spare parts for goods delivered to the Buyer, Contractor shall notify the Buyer immediately upon making this decision. Subject to the conditions of Sub-section 1, this decision must be made at least three months prior to the cessation of production.

XXI. Minimum Wages Act / German Employees Assignment Act

1. The Contractor warrants to meet all obligations pursuant to the German Employees Assignment Act (AEntG) and the German Minimum Wages Act (MiLoG). This warranty shall also comprise the fulfillment of the obligation to make timely payments. The Contractor shall also assume such a warranty for any sub-contractors assigned by the Contractor with the prior written consent of the Buyer.

2. The Contractor shall indemnify the Buyer against any claims filed on the grounds of the MiLoG or the AEntG against the Buyer by employees of the Contractor or Contractor's sub-contractors if any are assigned in exceptional cases and shall absorb any costs and damages arising from the disputes carried out in this context. The entitlements pursuant to Sentence 1 shall not apply if the Contractor proves that the Contractor is not responsible for the violations of these rights. Section 774 BGB (statutory passing of claims) remains unaffected.

3. The Contractor shall undertake to promptly provide the Buyer with payroll records (documents pursuant to § 17 MiLoG) in compliance with the applicable data privacy provisions, i.e. if necessary in a format that has been rendered (partially) anonymous and/or (partially) redacted and/or a declaration from a tax consultant concerning the payment of the minimum wage upon Buyer's request. Moreover, the Contractor shall undertake to promptly provide information and present documentation on the due diligence checks performed as well as excerpts from the German Federal Central Register of Trade and Industrial Offences and a clearance certificate from social security insurance upon Buyer's request.

4. If the Contractor should breach any of the duties pursuant to this Section XX. and if such a breach should provide grounds for claims against the Buyer by employees of the Contractor or Contractor's sub-contractors if any are assigned in exceptional cases or for the filing of regulatory offence proceedings against the Buyer, the Buyer shall have the right to rescind from the affected individual contract.

XXII. Code of Conduct

1. The Contractor certifies that Contractor complies with the applicable laws and other legal provisions in the countries Buyer does business in. The Contractor certifies that Contractor bases Contractor's actions on generally applicable moral values, in particular the respect for human dignity, integrity, forthrightness, transparency, openness and non-discrimination with regard to race, ethnic origin, gender, religion or world view, handicaps, age or sexual identity. The Contractor does not tolerate corruption and bribery. The Contractor applies suitable measures to promote integrity, control within the company as well as responsible management at any time and takes suitable measures to prevent in particular the perpetration of the following illegal acts: Theft, embezzlement, fraud, disloyalty, forgery of documents, competition restricting tender arrangements, disclosure of business and company secrets and unauthorized utilization of documents or technical regulations, bribery and corruption in business transactions, granting of undue advantages and benefits or other privileges to employees of contractual partners or the acceptance of such benefits and advantages.

The Contractor certifies that Contractor pursues professional and accepted business practices as well as fair competition in particular in compliance with anti-trust and competition law related provisions. Company and business secrets of partners are treated with discretion at any time and handled as confidential and are neither shared with third parties in the absence of the authority to do so nor are they made accessible to third parties. The Contractor certifies that Contractor advocates for human rights and complies with the UN Universal Declaration of Human Rights. Employee health and workplace safety rights are warranted and protected. Employees are protected against corporal punishment as well as physical, sexual, psychic and verbal harassment or abuse. Freedom of speech and opinion rights are granted and protected. The prohibition of child labor, i.e. the employment of individuals younger than age 15 is being complied with unless the local laws demand higher age limits and provided exceptions are not permitted. The prohibition of forced labor is being complied with. The labor standards with regard to wages, in particular the level of compensation in accordance with applicable laws and provisions, are being complied with. Provided this is legally permitted and possible in the respective countries, the rights of employees to form alliances, assemble freely and to collective bargaining as well as compensation negotiations, are being respected. There is no discrimination against employees. The labor standards regarding maximum permitted work hours are being complied with.

2. If the Contractor should culpably breach the duties set forth in Sub-section 1, the Buyer, any further claims notwithstanding, shall have the right to rescind from the contract or to terminate the contract. If the elimination of the breach of duties should be possible, this right shall be exercised only upon fruitless expiration of a reasonable remedial period aiming at the elimination of the breach of duty.

XXIII. Import Controls and Foreign Trade Data

1. The Contractor shall comply with all export and import control provisions applicable to the goods to be delivered or services to be rendered, in particular those of the Federal Republic of Germany (e.g. Foreign Trade Law ("AWG"), German Foreign Trade Regulations ("AWV")), the European Union (e.g. the EC Dual Use Regulation) and of the United States.

2. Should the Buyer be legally required to obtain an export and/or import permit, the validity of the contract shall be suspended subject to the granting of such export and/or import permit.

3. At the latest two weeks after placement of an order and immediately in case of changes, the Contractor shall provide the Buyer with all information and data in writing that the Buyer will need to comply with the foreign trade law when exporting, importing or re-exporting, in particular:

- All applicable export list numbers including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN);
- The statistic merchandise number according to the latest classification in the international trade statistics and the HS (Harmonized System) Code as well as
- The country of origin (non-preferential origin) and, if required by the Buyer, supplier declarations on preferential origins (European suppliers) or certificates of preference (non-European suppliers).

4. If the Contractor should breach any of the duties according to Sub-section 1 or 3, Contractor shall bear all costs and damages the Buyer sustains as a result unless the Contractor is not responsible for the breach of duty.

XXIV. Applicable Law / Place of Jurisdiction / Miscellaneous

1. The business relations between Buyer and Contractor shall be governed by and construed according to the laws of the Federal Republic of Germany. The UN Convention on the International Sale of Goods (CISG) shall not apply.

2. Exclusive – also international – place of jurisdiction for all disputes arising in connection with the business relation is Karlsruhe, Germany. The Buyer may also take the Contractor to court at Contractor's place of jurisdiction.

3. Should provisions of these Purchase Order Terms and Conditions be or become entirely or partially ineffective, this shall not affect the effectiveness of the remaining provisions. To the extent that provisions have not become part of the contract or are invalid, the content of the contract is primarily based on the statutory provisions. Only if not covered by the above provisions and to the extent that no supplementary interpretation of the contract is having priority or possible, the Parties shall define an effective provision in lieu of the void or ineffective provision that meets the intended economic purpose of the original provision as closely as possible.