

1. Applicability

- 1.1 These General Terms and Conditions of Purchase („**GTCP**“) of DEUTSCHE PLASSER Bahnbaumaschinen GmbH („**DEUTSCHE PLASSER**“) shall apply to the production of works and all goods ordered from the supplier ("**Deliveries**") and to the provision of services ("**Services**"). The GTCP shall apply only if the supplier is an entrepreneur (Section 14 of the German Civil Code [*Bürgerliches Gesetzbuch/BGB*]), a public-law entity or constitutes public-law special fund. The GTCP shall apply irrespective of whether the supplier produces the goods itself or purchases them from its suppliers. The GTCP shall apply in particular to the types of contracts defined in Sections 433, 650, 631 and 611 *BGB*.
- 1.2 These GTCP shall apply exclusively. Any conflicting, deviating or supplementary general terms and conditions of suppliers are non-binding on DEUTSCHE PLASSER, even if DEUTSCHE PLASSER does not expressly object to them or the supplier declares that it will only deliver according to its general terms and conditions or if the same are enclosed with its declaration of acceptance as defined in Clause 2.1 or with the delivery note or order form. Likewise, an unconditional acceptance of Deliveries or Services by DEUTSCHE PLASSER or any payment for Deliveries or Services shall not be deemed acceptance of the supplier's general terms and conditions.
- 1.3 These GTCP as amended from time to time shall apply as a framework agreement, including to future contracts on Deliveries and/or Services with the same supplier, without DEUTSCHE PLASSER being required to refer to the same in every single case.
- 1.4 To the extent that individual agreements, such as specific cooperation agreements in framework agreements, just-in-time contracts or quality assurance agreements, were entered into with the supplier in a specific case, they shall prevail over these GTCP. A written contract and/or written confirmation of DEUTSCHE PLASSER shall be decisive for the content of such agreements.
- 1.5 Legally relevant statements, declarations or notifications to be made by the supplier vis-à-vis DEUTSCHE PLASSER after conclusion of the contract (e.g. setting of deadlines, reminders, warnings, notices of rescission) shall be made in writing to be effective. Clause 2.1 shall remain unaffected hereby.
- 1.6 Any references to the applicability of statutory provisions shall only serve the purpose of clarification. Accordingly, the statutory provisions shall apply even without such clarification unless they are directly modified or expressly excluded by these GTCP.
- 1.7 To the extent that written form is prescribed by these GTCP text form and application of the rule of interpretation defined in Section 127 (2) *BGB* shall be excluded.

2. Conclusion of contracts

- 2.1 Purchase orders and orders ("**Purchase Order**") of DEUTSCHE PLASSER shall become binding not earlier than upon placing of the same or confirmation in text form and may be accepted by the supplier by written declaration within a period of one week of receipt. Receipt of the acceptance letter by DEUTSCHE PLASSER shall be decisive for the end of the period. Late acceptance shall be deemed a new offer and must be accepted by DEUTSCHE PLASSER.

- 2.2 Before acceptance the supplier shall point out obvious errors (e.g. typing or computing errors) and/or missing details in the Purchase Order, including the order documents, for the purpose of correction or completion; otherwise the contract shall be deemed not concluded.
- 2.3 The acceptance letter for Purchase Orders shall include all material order data, including but not limited to an exact description of the Deliveries and Services ordered, Purchase Order number, Purchase Order date and delivery date. The supplier shall be responsible for any delays that result from a violation of this provision by the supplier.
- 2.4 Modifications of or amendments to Purchase Orders shall require explicit information by the supplier and acceptance by DEUTSCHE PLASSER in writing.
- ### 3. Prices; Terms of payment
- 3.1 The price stated in the Purchase Order shall be binding and exclude subsequent claims or price increases of any kind. All prices are inclusive of statutory VAT applicable from time to time, unless VAT is stated separately.
- 3.2 Unless agreed otherwise in a specific case, the price shall include all services and ancillary services of the supplier (e.g. planning, transport, assembly, installation) and all ancillary costs (e.g. for proper packaging, transportation, including transport and third-party liability insurance, if any).
- 3.3 Invoices of the supplier shall be issued as a single copy and shall include all details stated in Clause 6.3 for every Delivery. Invoices must not be enclosed with the shipments.
- 3.4 Unless otherwise agreed, payments of DEUTSCHE PLASSER shall be effected by transfer into the account advised by the supplier either within 14 days of delivery or acceptance of the Service and receipt of the invoice less a 3% cash discount or within 30 days without deduction, depending on the subject matter of the contract. In the case of a bank transfer the date of receipt of the transfer order of DEUTSCHE PLASSER by its bank shall be decisive for timeliness of the payment. DEUTSCHE PLASSER shall not be responsible for delays caused by banks involved in the payment transaction. The above or any other cash discount agreed shall also be permitted in the case of offsetting or legitimate exercise of rights to withhold payments on account of defects. Payments shall be made subject to the proviso of review of the invoice.
- 3.5 DEUTSCHE PLASSER shall have rights to offset or withhold payments and to plead non-performance of the contract to the extent provided for by law. In particular, DEUTSCHE PLASSER shall be entitled to withhold payments due as long as DEUTSCHE PLASSER is still entitled to claims vis-à-vis the supplier in connection with incomplete or defective Deliveries. The supplier shall have a right to offset or withhold payments only on account of counterclaims that have been ascertained in a non-appealable/final manner, are undisputed or reciprocal.
- 3.6 DEUTSCHE PLASSER shall not be required to pay late payment interest. Late payment shall be governed by the statutory provisions.
- 3.7 The supplier shall not be entitled to assign its accounts receivable from DEUTSCHE PLASSER or to have them collected by third parties without DEUTSCHE PLASSER's written approval, which shall not be unreasonably withheld. Applicability of Section 354 a of the German Commercial Code [*Handelsgesetzbuch/HGB*] shall not be affected.

4. Delivery; Delivery dates; Performance; Place of performance

- 4.1 Agreed dates or periods of Delivery/Service shall be binding. Delivery schedules and shipping regulations shall be strictly observed.
- 4.2 Advance Deliveries or Services and Deliveries or Services made after the agreed date or after the delivery times advised by DEUTSCHE PLASSER or other deviations from Purchase Orders, such as partial Deliveries or Services shall only be permitted upon DEUTSCHE PLASSER'S written approval. In the case of agreed partial Deliveries the residual quantity that remains to be delivered shall be stated on the delivery note.
- 4.3 The date of receipt at the place of receipt advised by DEUTSCHE PLASSER shall be decisive for timeliness of Deliveries; the date of acceptance of Deliveries including setting up, assembly or installation, and of related Services by DEUTSCHE PLASSER shall be decisive for their timeliness. With regard to Services successful provision shall be decisive for timeliness of the same. If the agreed delivery date or period is not met, this shall constitute default on the part of the supplier, with no separate reminder or warning being required. The supplier shall immediately notify DEUTSCHE PLASSER if and when the supplier realises that it will not be able to observe the delivery date or period. Acceptance of a late Delivery or Service by DEUTSCHE PLASSER shall imply no waiver of any claims for damages.
- 4.4 If the supplier is late with the Delivery or Service, DEUTSCHE PLASSER shall be entitled to charge a contractual penalty amounting to 1% for each commenced week of the delay but not more than 5% of the total contract amount. If no appropriate reservation is made upon acceptance of Deliveries, Services or subsequent performance, a contractual penalty may be claimed nevertheless, until payment of the final invoice. DEUTSCHE PLASSER shall be entitled to claim a contractual penalty in addition to performance. Any other claims or rights shall be reserved.
- 4.5 With regard to numbers of units, weights or dimensions the figures determined by DEUTSCHE PLASSER during the incoming goods inspection shall be decisive unless proved otherwise.
- 4.6 Within Germany Deliveries shall be made "free domicile" to the place of performance named in the Purchase Order. The place of receipt advised in the Purchase Order shall be the place of performance for Deliveries or Services of the supplier. If no place of receipt is stated and if the same is not obvious from the nature of the obligation, the registered office of DEUTSCHE PLASSER shall be the place of performance. Unless otherwise agreed between the parties, suppliers whose registered office is abroad shall deliver goods DDP according to the Incoterms® 2020 to the registered office of DEUTSCHE PLASSER.
- 4.7 Without DEUTSCHE PLASSER'S prior written approval the supplier shall not be entitled to have the Delivery or Service owed by it provided or effected by a third party (e.g. subcontractor). Unless otherwise agreed in a specific case (e.g. limitation to stock), the supplier shall bear the procurement risk for its Deliveries.

5. Changes

- 5.1 DEUTSCHE PLASSER may request changes to Deliveries or Services or Purchase Orders to the extent that these can be asked of the supplier. In such cases any consequences, in particular with regard to additional or reduced costs and delivery dates or periods, shall be regulated by mutual consent.
- 5.2 If the supplier wants to modify and/or amend the delivery item or parts thereof (e.g. deviations from specifications, material, dimensions, production method, place of origin, subcontracting to

third parties, etc.), in particular where the previous Delivery was made in compliance with the standards prescribed by DEUTSCHE PLASSER, DEUTSCHE PLASSER shall be informed thereof in writing before any such modifications and/or amendments are made. Modifications or amendments by the supplier shall in any case require DEUTSCHE PLASSER'S written approval.

6. Shipping; Passing of risk; Export control

- 6.1 The supplier shall pack and ship its Deliveries properly and take out appropriate insurance for the same and in doing so shall comply with all relevant packaging and shipping regulations. The supplier shall be liable for all damage suffered by DEUTSCHE PLASSER due to improper or insufficient packaging, shipping or insurance.
- 6.2 The supplier shall only use transport packaging that can be recycled. In the case of a violation of this obligation DEUTSCHE PLASSER shall be entitled to charge the supplier the costs for disposing of the transport packaging that was delivered in violation of the contract. Unless provided otherwise by law, DEUTSCHE PLASSER shall only be obliged to return packaging material if expressly agreed separately.
- 6.3 Shipping documents, such as delivery notes or packing lists, shall be enclosed with the shipments. One copy of the delivery note shall be enclosed and include details regarding the date (of issue and dispatch), the contents of the shipment (article number and quantity) and the Purchase Order number of DEUTSCHE PLASSER.
- 6.4 Additional costs incurred by DEUTSCHE PLASSER due to non-compliance with the foregoing regulations shall be borne by the supplier.
- 6.5 The risk of accidental loss or accidental deterioration of Deliveries shall pass upon receipt of the Delivery by the incoming department advised by DEUTSCHE PLASSER. In the case of Deliveries that include setting up or assembly/installation or if an acceptance procedure has been agreed, the risk shall pass upon completion of the acceptance procedure. Also for the rest the statutory provisions of the law on contracts for work or services shall apply accordingly in the case of acceptance.
- 6.6 The Delivery or Service shall not be deemed accepted even after a reasonable grace period granted by the supplier if there is a defect or if DEUTSCHE PLASSER notifies the supplier of a defect.
- 6.7 The supplier shall comply with the relevant export restrictions and inform DEUTSCHE PLASSER in writing about any approval requirements regarding (re-)exports of its goods under German, European or U.S. export and/or customs regulations and about the export and customs regulations of the country of origin of its goods immediately upon placing the Purchase Order. For this purpose the supplier shall provide at least the following details with the items concerned in its offers, acknowledgements of orders and invoices:
- export list number according to Annex AL to the German Foreign Trade and Payments Ordinance [Außenwirtschaftsverordnung/AWW];
 - ECCN (Export Control Classification Number) for U.S. goods as defined in the U.S. Export Administration Regulations (EAR);
 - non-preferential origin of its goods and their components, including technology and software.
- The supplier shall reimburse DEUTSCHE PLASSER all additional costs and compensate DEUTSCHE PLASSER for any other damage caused to it by incomplete or false information to the extent the supplier is responsible for the same.

7. Quality / documentation

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7.1 The goods shall comply with the relevant statutory provisions applicable from time to time (e.g. the German Equipment and Product Safety Act [*Geräte- und Produktsicherheitsgesetz*] and Directive 2006/42/EC, relevant regulations, rules, policies and guidelines (e.g. accident prevention regulations), German Industrial Standards [*DIN-Normen*] and other accepted state-of-the-art rules of technology, as well as all relevant regulations, directives and provisions of environmental protection law and shall be equipped and suitable for the designated use and marked accordingly. The supplier warrants compliance with the relevant public-law regulations as a quality agreement.

7.2 The supplier shall carry out quality controls that are appropriate in terms of their type and scope and shall use a state-of-the-art quality management system. The supplier shall document such quality control; the documentation shall be archived for a minimum of ten years and free copies thereof shall be made available to DEUTSCHE PLASSER upon request.

7.3 The supplier shall hand over to DEUTSCHE PLASSER any and all technical documentation, inspection certificates, operating and maintenance instructions, drawings, technical data sheets, product safety sheets, conformity certificates and other supporting documentation at the agreed date and not later than at the time of delivery.

8. Use of documents and items of DEUTSCHE PLASSER

8.1 All documents and items of any kind provided by DEUTSCHE PLASSER to the supplier, including but not limited to production documents, means of production, models and tools, shall remain the property of DEUTSCHE PLASSER. They shall only be used for executing the Purchase Orders of DEUTSCHE PLASSER. Disclosure to third parties, in particular subcontractors, is not permitted. The supplier shall not be entitled to make reproductions or copies. The supplier shall have no right to withhold documents or items of DEUTSCHE PLASSER. DEUTSCHE PLASSER shall be entitled to separate its property or demand surrender of its property at any time. For that purpose the supplier shall grant employees of DEUTSCHE PLASSER access during normal business hours.

8.2 As soon as possession of the documents or items provided is no longer necessary or at DEUTSCHE PLASSER'S request, which may be made at any time, the documents or items provided (including all copies and reproductions as well as materials that were created by the supplier itself and allow conclusions as to documents or items provided) shall, at DEUTSCHE PLASSER'S option, either be returned to DEUTSCHE PLASSER at the supplier's cost or, upon express information by DEUTSCHE PLASSER, be demonstrably destroyed. The supplier shall confirm in writing that it has returned or destroyed the documents and/or items in the way described above.

8.3 Products that the supplier produced according to construction principles and/or documents of DEUTSCHE PLASSER and products that were produced by means of production owned or financed in whole or in part by DEUTSCHE PLASSER may only be delivered to DEUTSCHE PLASSER. The supplier shall not make Deliveries to third parties, not even after the end of the contract.

8.4 To the extent that the supplier reworks or converts items provided by DEUTSCHE PLASSER into new movable items DEUTSCHE PLASSER shall be deemed the producer. In the case that items are combined or inseparably commingled with other items DEUTSCHE PLASSER shall acquire co-ownership of the new item in the proportion of the value the items had at the time of combination or commingling. If items are combined or commingled in such a way that the supplier's items have to be considered the principal item, it shall be understood that the supplier transfers co-ownership to DEUTSCHE PLASSER on a

pro-rata basis and the supplier shall keep safe the co-owned item(s) for DEUTSCHE PLASSER for no consideration. The same shall apply if DEUTSCHE PLASSER processes Deliveries so that DEUTSCHE PLASSER shall be deemed the producer and acquire ownership of the Delivery subject to the statutory provisions and not later than upon processing.

9. Rights of DEUTSCHE PLASSER in the case of defects in Deliveries/Services under a purchase contract or contract for work or services; Recourse against suppliers

9.1 The supplier warrants that all Deliveries and Services are free from defects as defined in Section 434 and 435 *BGB* (where applicable, in conjunction with Section 650 *BGB*) or Section 633 *BGB*, are of the agreed quality and, in particular,

- are in conformity with the specifications, samples, drawings and other requested requirements;
- are suitable for the specific types of use and operation for which they were ordered by DEUTSCHE PLASSER;
- are state-of-the-art;
- fulfil all applicable statutory requirements and standards, in particular with regard to the environment and safety, as well as labour laws and regulations;
- are free from errors, in particular errors in design, production and material;
- are of a quality that is customary in the market and are suitable for common use;
- meet the requirements of Clause 7.

9.2 In derogation from Section 442 (1) second sentence *BGB* DEUTSCHE PLASSER shall also have unabridged claims on account of defects if DEUTSCHE PLASSER was not aware of the defect at the time of conclusion of the contract due to gross negligence.

9.3 The supplier shall be liable for defects in Deliveries/Services under a purchase contract or a contract for work or services for a period of three years from the date the risk passed. For structures and works the purpose of which is to render planning or monitoring services for the same or for items which were used for a structure in accordance with their common use and have caused defectiveness of the same the period of statutory limitation shall, in derogation from sentence 1, be five years from acceptance.

9.4 The commercial duty to inspect incoming goods and to notify defects shall be governed by the statutory regulations (Section 377 and Section 381 *HGB*) subject to the following proviso: DEUTSCHE PLASSER'S duty to inspect goods shall be limited to defects that become apparent in the course of the incoming goods inspection when inspecting the exterior of the goods including the shipping documents or in the course of the quality check as part of spot checks (e.g. transport damage, wrong deliveries or short deliveries). Where an acceptance procedure has been agreed, DEUTSCHE PLASSER shall be under no obligation to inspect the goods. For the rest, the decisive factor is the extent to which an inspection is proportionate in the ordinary course of business in view of the circumstances of the specific case. The duty to notify defects that are detected later shall remain unaffected. Notwithstanding the duty to inspect incoming goods notice by DEUTSCHE PLASSER (notification of defects) shall in any case be deemed given without delay and timely if it is given within seven working days of detection or, in the case of apparent defects, of delivery.

9.5 Except for the inspection of the exterior in the course of the incoming goods inspection another examination of items designated for installation or assembly for the purpose of uncovering defects that could not be identified during the incoming goods inspection may take place after installation or assembly during the initial test run.

9.6 The supplier warrants that a comprehensive outgoing goods inspection will be carried out at its own costs before every delivery.

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- DEUTSCHE PLASSER may request reports and material certificates from the supplier at any time.
- 9.7 DEUTSCHE PLASSER shall be entitled to unabridged statutory claims on account of defects. DEUTSCHE PLASSER shall be entitled to request, at its option, that the supplier remedy the defect or deliver an item that is free from defects or produce a new work as subsequent performance. DEUTSCHE PLASSER expressly reserves the right to claim damages, including but not limited to the right to claim damages in lieu of performance.
- 9.8 If a Delivery is defective the supplier shall bear all expenses (including transportation, travel, sorting, handling, material and labour costs) which arise in the course of subsequent performance, including but not limited to costs of installation and deinstallation. Upon DEUTSCHE PLASSER's request the supplier itself shall remove the defective item and assemble or install the improved or delivered replacement item.
- 9.9 The costs incurred by the supplier for examination and subsequent performance as defined in Clause 9.7 shall be borne by the supplier also if it turns out that there was actually no defect. Liability for damages in the case of an unjustified request for repair of defects shall remain unaffected, however, DEUTSCHE PLASSER shall only be liable to the extent that it did notice or, due to gross negligence, did not notice that there was no defect.
- 9.10 If the supplier fulfils its obligation to render subsequent performance by substitute delivery, the period of statutory limitation for the replacement goods shall start upon delivery. This shall also apply in the case of repair of defects by improvement, unless with regard to improvement the supplier expressly and rightly reserved its right to effect substitute delivery only as a gesture of good will, to avoid disputes or in the interest of a continuation of the supply relationship.
- 9.11 If the supplier fails to fulfil its obligation to render subsequent performance within a reasonable period fixed by DEUTSCHE PLASSER, DEUTSCHE PLASSER may remedy the defect itself or have the defect remedied by a third party and ask the supplier for reimbursement of or a reasonable advance for the necessary expenses to be incurred for the same. If subsequent performance by the supplier has failed or is not acceptable to DEUTSCHE PLASSER (e.g. due to particular urgency, the risk of jeopardising operational safety or imminent occurrence of unreasonable damage) no granting of a grace period shall be required; DEUTSCHE PLASSER shall immediately notify the supplier of such circumstances, if possible beforehand. In particular where the Delivery is already in the production process of DEUTSCHE PLASSER or of a customer, unreasonableness of subsequent performance by the supplier shall be assumed.
- 9.12 Apart from claims for defects DEUTSCHE PLASSER shall be entitled to the statutory rights of recourse within a supply chain (recourse against suppliers pursuant to Sections 445a, 445b or Section 478 BGB) without limitation. In particular, DEUTSCHE PLASSER shall be entitled to ask the supplier for that specific type of subsequent performance (improvement or substitute delivery) which DEUTSCHE PLASSER owes to its customer in a specific case. The statutory option right (Section 439 (1) BGB) of DEUTSCHE PLASSER shall not be affected thereby.
- 9.13 Before DEUTSCHE PLASSER accepts or fulfils a claim based on a defect claimed by its customer (including reimbursement of expenses as laid down in Section 445a (1) and Section 439 (2) and (3) BGB) DEUTSCHE PLASSER shall notify the supplier, briefly describe the facts and circumstances and ask for a written comment. If the supplier fails to submit a substantiated comment within a reasonable period of time and if no amicable solution is reached, the claim based on a defect actually granted by DEUTSCHE PLASSER shall be deemed owed to the customer. In that case the supplier shall be responsible for proving the contrary.
- 9.14 The claims of DEUTSCHE PLASSER related to recourse against the supplier shall exist also in cases where the goods have been processed before being sold by DEUTSCHE PLASSER or any of its customers, e.g. by installation into another product or in any other way.
- 9.15 The place of subsequent performance shall be the registered office of DEUTSCHE PLASSER. In derogation from the foregoing the place where the products are located may be the place of subsequent performance at DEUTSCHE PLASSER's option.
- 10. Rights of DEUTSCHE PLASSER in the case of breach of duties under employment contracts**
- In derogation from Clause 9 the rights of DEUTSCHE PLASSER regarding a breach of duties under employment contracts shall be as per the statutory provisions.
- 11. Product liability; Insurance**
- 11.1 The supplier shall check its Deliveries thoroughly for defects and do anything that may be necessary to avoid product liability. If DEUTSCHE PLASSER is held liable by a third party for defectiveness of a product and if the defect is in whole or in part based on a defective shipment from the supplier, DEUTSCHE PLASSER may also demand indemnification vis-à-vis the third party instead of compensation for all damage. The supplier's obligation to pay damages shall also include the costs of a preventive recall to prevent damage, provided that this is reasonable.
- 11.2 The supplier shall take out and maintain insurance with a reputable insurance company which adequately covers its obligations vis-à-vis DEUTSCHE PLASSER resulting from Purchase Orders placed by DEUTSCHE PLASSER. The supplier undertakes in particular to take out and maintain general third-party liability insurance with a minimum sum insured of EUR 5,000,000,000 per case and calendar year and product liability insurance of at least EUR 5,000,000,000 per case and EUR 10,000,000,000 per calendar year.
- 11.3 The supplier shall immediately provide DEUTSCHE PLASSER with free copies of such insurance policies upon request.
- 12. Rendering of work**
- Persons who render work on the business premises of DEUTSCHE PLASSER in performance of the contract shall observe the provisions of DEUTSCHE PLASSER's plant regulations applicable from time to time. Any liability for accidents of such persons on the premises of DEUTSCHE PLASSER shall be excluded, unless they were caused by wilful or grossly negligent breach of duties by the legal representatives or agents [translator's note: *Erfüllungsgehilfen* as defined in Section 278 BGB] of DEUTSCHE PLASSER.
- 13. Proprietary rights of third parties**
- 13.1 The supplier shall indemnify DEUTSCHE PLASSER against any and all liability resulting from infringements of patents, copyrights, business secrets or other industrial property rights of third parties caused by the supplier's Deliveries or Services. In such a case the supplier shall bear all costs and payment obligations of DEUTSCHE PLASSER. This shall not apply where the supplier proves that it is not responsible.
- 13.2 The supplier shall not be entitled to accept claims of third parties and/or to conclude any agreements with third parties regarding such rights without DEUTSCHE PLASSER's written consent. Furthermore, the supplier shall at its own cost procure for DEUTSCHE PLASSER the right to continued use of the Delivery or, to the extent that it is acceptable to DEUTSCHE PLASSER,

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modify the Delivery in such a way that the infringement of the proprietary right no longer exists.

14. Secrecy

14.1 The supplier undertakes to keep secret all business secrets of DEUTSCHE PLASSER which become known to it due to the business relationship and to disclose them only to persons who need to be involved for performing the ordered Deliveries and only to the extent that an equal obligation to maintain secrecy has been imposed upon those persons beforehand. Exempt from this obligation shall be confidential information which

- (a) was provably known to the supplier at the time of conclusion of the contract or is subsequently made known to it by third parties in such a way that no non-disclosure agreements, statutory provisions or official orders are being violated;
- (b) is publicly known at the time of conclusion of the contract or is made known to the public thereafter, unless this is based on a breach of this contract;
- (c) must be disclosed on the basis of statutory obligations or upon an order of a court or public authority. To the extent permissible and possible the supplier who is obliged to disclose the information shall notify DEUTSCHE PLASSER in advance and give DEUTSCHE PLASSER an opportunity to take legal action against the disclosure.

14.2 No drawings, models, samples or similar items shall be assigned or made accessible to unauthorised third parties. Reproduction of such items shall be permitted only in compliance with the provisions of copyright law and to the extent necessary to fulfil the obligations which the supplier is required to fulfil.

14.3 The obligation to maintain secrecy as defined in Clauses 14.1 and 14.2 shall continue to apply even after termination of the business relationship for a period of five years but no longer than until the information becomes known to the general public without non-disclosure agreements, statutory provisions or official orders being violated.

14.4 Any upstream suppliers shall be put under an equivalent obligation to maintain secrecy.

15. Final provisions

15.1 All legal relationships between DEUTSCHE PLASSER and the supplier shall exclusively be governed by the laws of the Federal Republic of Germany; the provisions of UN Sales Law (CISG) shall be excluded.

15.2 If the supplier discontinues its payments, if a provisional insolvency administrator is appointed or insolvency proceedings

are opened over the supplier's assets, DEUTSCHE PLASSER shall be entitled to rescind the contract in whole or in part or to terminate the contract. In that case DEUTSCHE PLASSER may use the existing facility for continuation of the work or the supplier's Deliveries and Services rendered so far against payment of reasonable compensation. In addition, DEUTSCHE PLASSER shall be entitled to the rights under Section 321 *BGB*.

15.3 If the supplier is a merchant as defined in the German Commercial Code [*HGB*], a public-law entity or constitutes a public-law special fund, the registered office of DEUTSCHE PLASSER shall be the exclusive, including international, place of jurisdiction for all disputes directly or indirectly arising out of the contractual relationship. However, DEUTSCHE PLASSER shall also be entitled to take legal action at the supplier's general place of jurisdiction or at a special place of jurisdiction, unless Clause 15.4 applies.

15.4 If at the time a party takes action for instituting proceedings the supplier has its registered office neither in the European Union nor in Switzerland, Norway or Iceland, all disputes arising in connection with the relevant supply contract or over its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration [*Deutsche Institution für Schiedsgerichtsbarkeit e. V./DIS*]; resort to the courts of law shall be excluded. According to the *DIS* Arbitration Rules the arbitral tribunal shall consist of a single arbitrator for amounts in dispute up to EUR 100,000 and of three arbitrators for higher amounts in dispute. The place of arbitration shall be Munich. The language of arbitration shall be German. The law applicable in the case shall be as defined in Clause 15.1.

15.5 Modifications of or amendments to contracts by individual contractual arrangements shall be effective without formal requirements. For the rest, modifications of or amendments to these GTCP and any side agreements shall be made in written form. This shall also apply to abolishing this requirement of written form.

15.6 Employees of DEUTSCHE PLASSER shall not be entitled to amend or deviate from the contents of contracts. This shall not apply to officers or *Prokuristen* [translator's note: authorised officers] of DEUTSCHE PLASSER or to persons who were authorised by the same to do so.

15.7 If any of the foregoing provisions is or becomes ineffective, the validity of the remaining provisions shall not be affected. The parties shall replace the ineffective provision by a provision which comes as close as possible to its financial result.