General Terms and Conditions of Purchase (GTCP)

the

Betek GmbH & Co. KG

1 General, Scope of Application

1.1 These GTCP of the BETEK GMBH & CO. KG apply now and in the future to every initiation, every conclusion and every implementation of the business relationships of one of the above-mentioned companies of the BETEK GMBH & CO. KG (hereinafter "**BETEK**") with a supplier of goods or services. They apply in addition to all contracts concluded by BETEK. Conflicting or deviating terms and conditions of the supplier are excluded without exception and shall not apply unless BETEK has expressly confirmed conflicting or deviating terms and conditions in detail by e-mail or in writing (but not via messenger service or social media - hereinafter "**text form**"). This shall also apply if BETEK does not object to conflicting or deviating terms and conditions of the supplier in the course of business transactions or accepts deliveries or services without reservation.

1.2 These GTCP are available for download at www.Betek.de in the currently valid version and can be requested from BETEK free of charge. In cross-border business transactions, these GTCP shall be included in the entire legal relationship with the supplier as an integral part of the contract by their transmission to the supplier in corresponding application of Article 8 of the United Nations Convention on Contracts for the International Sales of Goods (CISG = UN Sales Law).

2 Principle for the Delivery of Products

2.1 The BETEK GMBH & CO. KG is a global manufacturer of safety and functionally relevant industrial products (hereinafter collectively referred to as "**products**"). The supplier must comply with all product safety regulations applicable in the European Union.

2.2 The quality assurance regulations serve to protect high legal interests such as health, physical integrity and environmental protection, in particular the rules of DIN EN ISO 9000:2015 ff, for the automotive industry including IATF 16949. As general standards, they are also binding for every service of the supplier in the version applicable at the time of conclusion of the contract, even without direct reference. The requirements of these standards are regulated in detail in a quality assurance agreement, if applicable (clause 6.5 of these GTCP). The obligation of the supplier to apply recognised regulations customary in the industry in the

version valid at the time of conclusion of the contract with protective effect for BETEK in his own responsibility shall remain unaffected.

2.3 The (technical) terms used in the contract documents are primarily defined in these GTCP. Subordinately to the definitions herein, the definitions used in the applicable regulations (e.g. DIN EN ISO 9000:2015) shall take precedence over any other interpretation.

3 Condition of the Delivery Item, Changes to Products, Documentation

3.1 The supplier shall inform himself comprehensively about the intended purpose of the delivery item, its suitability and its safety relevance for the end product at BETEK, as he has the necessary expertise due to his product competence. The supplier shall actively and independently participate in the determination of safety-relevant characteristics (for vehicle products IATF 16949-4.4.1.2 applies).

3.2 Based on its expertise, the supplier shall assess the feasibility and manufacturability of the requirements for the delivery item defined by BETEK – usually in a specification sheet – (for vehicle products in accordance with IATF 16949- 8.2.3.1.3). The supplier shall advise BETEK on the detailed definition of product features and ensure compliance with these in its production processes (including production control plan).

3.3 The contractually agreed quality (*vertraglich vereinbarte Beschaffenheit*) of the delivery item shall be verified by the initial sample test report (*Erstmusterprüfbericht*, hereinafter "**EMPB**") or corresponding evaluation documents, the evidence of process capability, the evidence of the capabilities of measuring equipment and measuring systems and the information contained in the parts history (Section 7), checked by BETEK and bindingly agreed by approval from BETEK. The quality requirements include the quality and safety expectations that can usually be made for each service in the respective stage of a value chain with relevance for the end product of BETEK or the customer of BETEK.

3.4 With the submission of the complete EMPB or corresponding evaluation documents including other agreed documents, the supplier shall submit signed verification documents (e.g. EMPB according to VDA 2 or Part Submission Warrant - PSW) or a corresponding declaration of fulfilment. With his signature, the supplier confirms that his deliveries and services can be used for the serial supply in accordance with the contract and can therefore be released by BETEK. The release issued by BETEK shall not constitute a legal authorisation or acceptance by BETEK that discharges the supplier, but shall only serve to specify the delivery item.

3.5 The supplier shall store the evaluation documents (e.g. EMPB) including each subsequent amendment for a period of at least 15 years on suitable data carriers. Storage on an external server (Cloud Computing) is only permitted with the consent of BETEK. The supplier shall enable and ensure access by BETEK to the external server. The supplier shall immediately hand over the access data and authorisations to BETEK upon request, in particular for the defence of warranty or product liability (*Gewährleistungs- oder Produkthaftungsansprüche*) claims of third parties. In this respect, the supplier shall not be entitled to a right to refuse performance in order to minimise damages.

4 Changes

4.1 Any change to the product, to the supplier's production processes including all changes in the supplier's procurement process shall be notified to BETEK. It requires a substantiated application to BETEK and the consent of BETEK in text form according to clause 1.1. In case of changes initiated by the supplier, BETEK can demand a new sampling of the supplier's product at the supplier's expense. Clause 3.1 shall apply accordingly.

4.2 BETEK shall be entitled at any time to demand changes to the delivery item or the production process, including test equipment and test methods, for which the supplier's obligation to co-operate according to clause 3.1 shall apply to the same extent. Any resulting additional or reduced costs shall be agreed upon. The supplier may not make its co-operation dependent on the prior conclusion of an agreement on the costs.

5 Special Regulations for Set-part Suppliers and Dealers; Sub-suppliers

5.1 If the supplier is a supplier determined by the end customer of BETEK (set-part supplier in the sense of IATF 16949 - 8.4.1.3), he shall bear the validation responsibility for the use of his product by BETEK. The set-part supplier shall provide BETEK with all information and documents that are necessary for BETEK to ensure that the overall product is free of defects. Notwithstanding other contractual agreements, the relationship between the set-part supplier and BETEK shall be deemed a statutory obligation (*gesetzliches Schuldverhältnis*) within the meaning of § 311 No. 3 BGB (German Civil Code).

5.2 If the supplier is a dealer interposed by the actual manufacturer in or for his sales organisation, he shall be considered as manufacturer in relation to BETEK. This shall not apply if the dealer assigns all rights to which he is entitled against the manufacturer from liability for material defects or other liability in total to BETEK and fully supports BETEK in the enforcement of these claims.

5.3 The supplier shall provide its deliveries and services itself. Any commissioning of third parties shall require the consent of BETEK in text form. The supplier shall vouch for the quality capability of the third party as for his own. The supplier shall ensure the suitability of the products procured by him. Services of sub-suppliers are services of the sub-supplier as vicarious agent (*Erfüllungsgehilfe*) and shall therefore always be considered as services of the supplier himself. Changes to sub-suppliers are subject to clause 4.1 shall apply accordingly.

6 Quality Management System and Quality Assurance

6.1 During the business relationship with BETEK, the supplier must maintain a certified and effective quality management system (hereinafter "**QMS**") according to DIN EN ISO 9001:2015 or IATF 16949:2016 or another equivalent QMS. Unless otherwise agreed, the assessment of its quality capability shall be based on the requirements of a certified QMS. If the supplier is not certified, he shall develop his QMS to be certifiable within a period agreed with BETEK. The supplier shall immediately notify BETEK of any expiry, restriction or withdrawal of the certificate.

6.2 BETEK may demand proof of a 100% outgoing goods inspection if a supplier does not maintain a capable QMS.

6.3 Irrespective of certification, the organisational and performance obligations arising from DIN EN ISO 9001:2015 – and IATF 16949:2016 in the case of the delivery of vehicle parts – are direct contractual obligations of the supplier in accordance with § 280 (1) BGB.

6.4 BETEK's rights to demand its own auditing and annual re-qualification measures remain unaffected.

6.5 BETEK can demand the conclusion of a quality assurance agreement (hereinafter referred to as "**QAA**") at any time, in particular in the event of declining quality capability of the supplier. In the QAA, further requirements for the QMS as well as the production and testing processes are defined, also taking into account special requirements of BETEK's customers (Customer Specific Requirements). The conclusion of a QAA in this case is a prerequisite for the delivery and performance of the supplier.

6.6 In case of mass-produced parts, standard or norm products (e.g. screws, rivets, bushings, discs etc.) the supplier has to present his measures of production management within the process control to ensure quality and to ensure that the specifications determined according to the standard or norms are complied with. At the request of BETEK, the supplier shall agree with BETEK on further quality assurance tests.

7 Coordinators, Parts History, Change Management

7.1 As a rule, BETEK and the supplier shall each appoint a responsible coordinator for each project. The coordinators must determine all processes resulting from the product realisation and document the necessary verification – for vehicle products in accordance with VDA 2 in the version applicable at the time the contract is concluded. The coordinators for vehicle parts are process owners within the meaning of ISO 9001:2015 – clause 7.2 or IATF 16949-5.1.1.3. The supplier's coordinator has the status of a product safety officer.

7.2 If agreed or customary in the industry, each product or production process change, in particular the valid drawing and index status, must be recorded by the coordinators in a parts history and mutually agreed in text form in accordance with clause 1.1. The parts history is the authoritative verification document for the latest valid agreement status between BETEK and the supplier. The parts history may only be maintained by persons previously designated for this task if no coordinator is appointed.

7.3 Upon request of BETEK the supplier shall disclose all documentation to be prepared by him within the scope of the product realisation and hand it over or present it to BETEK. If compelling reasons for the protection of justified trade secrets of the supplier prevent the handover, BETEK may demand the handover, inspection and evaluation by a third party obliged to professional secrecy.

8 Traceability

8.1 The supplier must ensure the traceability of the products it supplies, including all products, materials (process engineering products) and services procured for this purpose, on a batch-by-batch basis. It must be suitable for ensuring traceability in the upstream value chain (IATF 16949-8.5.2.1 applies to vehicle parts). The labelling of products for traceability purposes must be agreed with BETEK on a case-by-case basis.

8.2 Acceptance test certificates issued to the supplier by its upstream suppliers, such as standardised acceptance test certificates in accordance with EN 10204-3.1, shall be submitted to BETEK with each delivery.

8.3 If proof is required that BETEK has fulfilled an obligation incumbent on BETEK to ensure traceability, in particular in order to be able to reliably determine the scope of defective products, the supplier shall provide BETEK with the documentation in accordance with the above clause 8.1 above.

9 Proof of Origin, VAT, Export Control, Customs, CE-Labelling

9.1 Proofs of origin requested by BETEK (e.g. supplier's declarations, movement certificates within the meaning of the EEC-EFTA conditions of origin) shall be provided by the supplier with all necessary information, made available to BETEK immediately and properly and BETEK shall be informed immediately and unsolicited in text form if the information in the proofs of origin no longer apply to the delivered products.

9.2 The supplier's obligation pursuant to the clause 9.1 above shall also apply to VAT-related evidence for deliveries within and outside the EU.

9.3 The supplier shall be obliged to inform BETEK immediately in text form about any authorisation obligations of his products according to the respectively applicable German, European (EU), US-American export, customs and foreign trade law as well as the country of origin of his goods. For this purpose, the supplier shall provide: the export list number pursuant to Annex AL of the German Foreign Trade and Payments Regulations or comparable list items of relevant export lists; the "Export Control Classification Number" pursuant to the "U.S. Commerce Control List" (ECCN), if the products are subject to the "U.S. Export Administration Regulations" (EAR); the statistical goods number (HS-/KN-Code); the country of origin (trade policy / non-preferential origin), key for origin labelling: D=third country / E=EU / F=EFTRA; (long-term) supplier declarations on preferential origin (for EU suppliers) or certificates on preferences (for non-EU suppliers); all other information and data required by BETEK for export and import as well as in the case of resale for re-export of the products. The supplier shall be obliged to inform BETEK immediately in text form about changes to this information and data. The supplier shall be liable for all disadvantages (e.g. additional claims of foreign import duties, fines), expenses and damages, which result for BETEK from a breach of the obligations from sentence 1, insofar as he is responsible for the breach of duty.

9.4 If machines, devices or systems for which CE-labelling is prescribed by mandatory directives are the subject of the supplier's performance, the necessary requirements under EU law and all current implementation regulations and standards must be fulfilled by the supplier. The risk analyses required by the relevant directives and standards must be carried out by the supplier and the relevant certificates, test certificates, evidence and results of the risk analyses must be supplied free of charge.

10 Outgoing and Incoming Goods Inspection

10.1 The supplier has to check and document the delivery condition of his products according to the agreed quality. BETEK shall therefore initially only carry out an

incoming goods inspection with regard to identity, quantity and obvious damage. BETEK shall without undue delay notify the supplier of any defects in the ordinary course of business. The presentation of an acceptance test certificate according to EN 10204-3.1 or 3.2 or equivalent shall limit the inspection obligation of BETEK in the scope of validity of the acceptance test certificate.

10.2 Due to the product or production process, non-obvious defects can usually only be detected in the processes of further processing at BETEK or in subsequent value-added stages at third parties. Notification without undue delay after discovery of such defects shall be deemed on time. A complaint shall also be deemed immediate if reliable indications for an allocation of the cause of the defect ("root cause") to the supplier only arise due to examinations and investigations at BETEK or at third parties.

10.3 BETEK's statutory claims, in particular in accordance with § 445a BGB, shall remain unaffected.

11 Provided Tools, Manufacturing Equipment

11.1 Manufacturing equipment of all kinds, such as samples, drawings, models, tools, regulations, software etc., which are made available or provided to the supplier by BETEK (hereinafter referred to as **"provided manufacturing equipment**") shall remain the exclusive (intellectual) property of BETEK. Provided manufacturing equipment may contain protected trade secrets of BETEK, which are subject to confidentiality according to clause 30 are subject to confidentiality.

11.2 Manufacturing equipment purchased or produced by the supplier and paid for by BETEK or amortised via the part price shall be the property of BETEK upon acquisition or completion and shall therefore also be provided manufacturing equipment within the meaning of this clause **Fehler! Verweisquelle konnte nicht gefunden werden.**. The handover of the manufacturing equipment to BETEK required for the transfer of ownership shall be replaced by the loan of the manufacturing equipment and the associated obligation of the supplier to store them for BETEK. After the end of the loan relationship BETEK shall be entitled to an unconditional claim for return. BETEK may demand the conclusion of separate tool transfer agreements.

11.3 The provided manufacturing equipment shall be clearly and permanently labelled as property of BETEK by the supplier according to the specifications of BETEK. They shall be stored by the supplier free of charge, separately from other property and protected from access by unauthorised persons with the diligence of a prudent businessman. The supplier shall be liable to BETEK for all damage caused to the

manufacturing equipment or by their incorrect use. The maintenance and servicing costs as well as the operating costs including wear parts shall be borne by the supplier, unless otherwise agreed.

11.4 The provided manufacturing equipment may only be used for the purpose of fulfilment of the contract with BETEK. In case of infringement BETEK shall be entitled at any time to demand the surrender of the manufacturing equipment. A right of the supplier to refuse performance (*Leistungsverweigerungsrecht*) shall be excluded in particular to ensure the production capability of BETEK.

11.5 The supplier shall notify BETEK immediately of any access by third parties to the provided manufacturing equipment and shall provide BETEK with any support to ward off access by third parties, also by BETEK's own right.

11.6 Unless otherwise agreed, the supplier shall insure the provided manufacturing equipment at their replacement value in his business liability insurance and fire insurance including extended natural hazards. He shall instruct the insurer to provide insurance benefits exclusively to BETEK.

12 Product Compliance: Substance Restrictions, Hazardous Substances, Conflict Minerals

12.1 The products supplied to BETEK must comply with the current provisions of Regulation (EC) No. 1907/2006 (REACH), EU Directive 2011/65/EU and 2015/863/EU (RoHS Directive) as well as all other national and EU-wide regulations on bans and restrictions of chemical substances. In addition, delivered products must not contain any substances listed in the ECHA candidate list as amended, so-called substances of very high concern (SVHC), in concentrations of more than 0.1 mass percent. BETEK must be informed immediately of any information concerning the exceeding of the named substance restrictions/limit values and the delivery of prohibited substances. Safety data sheets are to be submitted to BETEK unsolicited at the time of quotations as well as in the event of changes and recurrently every 2 years at the latest.

12.2 If PFAS (per- and polyfluorinated alkyl substances, in particular PTFE, Teflon, PVDF, Kynar, PFA, FEP, ETFE) are contained in the delivered products, the supplier must specify which components are involved, the percentage of PFAS in the component, the corresponding substance, CAS-number and the purpose of the PFAS.

12.3 The supplier shall inform BETEK immediately in text form if a previously permitted substance or a previously permitted substance is no longer permitted under German law or the law of the EU, USA and China or due to publications of

recognised national or international organisations or, irrespective of this, contains risks that have not been adequately assessed by the supplier or BETEK to date and are therefore of concern.

12.4 The supplier shall assume all obligations arising from the REACH Regulation and the respective current version with protective effect for BETEK.

12.5 The supplier must declare and document all substances and their compositions for vehicle parts in accordance with the IMDS. No prohibited substances may be used. The supplier must ensure ongoing monitoring of all applicable provisions, for example via the "Global Automotive Declarable Substances List GADSL", www.gadsl.org, and keep BETEK informed constantly.

12.6 With regard to conflict minerals such as tin, tungsten, tantalum and gold as well as other raw materials such as cobalt, the supplier is obliged to comply with the relevant regulations (especially Regulation (EU) 2017/821 - EU Conflict Minerals Regulation).

12.7 Should BETEK be obliged due to domestic or foreign law or by contract to provide information about the sources of supply of materials, materials or components used by the supplier, for example according to the US Dodd-Frank-Act (Conflicting Minerals), the supplier shall provide BETEK with this information immediately and completely. The supplier shall be denied any right to refuse performance with regard to possible sanctions due to the violation of such provisions. The supplier shall be liable to BETEK for any resulting damages, in particular if BETEK is unable to fulfil its duty to provide information to third parties to the required extent and in a timely manner due to the supplier's behaviour or if BETEK suffers disadvantages as a result.

12.8 The supplier shall ensure that his services, his sources of supply or his business relations do not violate any national or international or other state restrictions of any kind or embargos. He shall compensate (*entschädigen*) BETEK from all damages or costs resulting from a breach of this obligation, unless he can prove that he is not responsible for the breach.

13 Logistics, Packaging

13.1 Deliveries are made according to the delivery item on the basis of logistical agreements with the supplier.

13.2 A delivery is only in accordance with the contract if the delivered products fulfil the agreed quality (clause 3.1 to 3.3) and the agreed or legally required documents including the customs documents for cross-border traffic are enclosed completely, timely and correctly or are transmitted to BETEK by the supplier.

13.3 Partial performance (*Teilleistungen*) shall not be permissible without the consent of BETEK in text form in accordance with clause 1.1. The acceptance of partial performance by BETEK shall not be deemed as approval of partial performance. It shall otherwise not affect BETEK's statutory claims.

13.4 Unless otherwise agreed, the supplier shall be responsible for packaging that is suitable for the product and for transport and further processing. All packaging must be environmentally friendly and suitable for disposal in the existing disposal systems in accordance with the applicable packaging regulations.

14 Deliveries, Delay in Delivery

14.1 Each supply agreement for a specific product constitutes a separate supply contract to which these GTCP shall always apply, even without express reference.

14.2 If product prices in a supply contract are limited in time or made dependent on conditions, they shall continue to apply until a new price commitment and time limit is agreed. The supplier may not make continued delivery at the previous prices dependent on conditions that impair the delivery obligations until new price agreements are reached.

14.3 Delivery dates are determined in the order or call-off orders or in the respective individual call-offs. The delivery dates shall become binding for the supplier upon receipt of the delivery schedule call-offs from BETEK. Non-compliance with agreed delivery dates or deadlines shall constitute default (*Verzug*) on the part of the supplier.

14.4 Irrespective of this, the supplier shall inform BETEK immediately of any imminent delay in delivery – also in cases of force majeure according to clause 15 of these GTCP – and to inform BETEK of the measures taken to avoid the delay and to minimise the damage caused by the delay.

14.5 On the basis of the information provided by the supplier, BETEK shall be entitled to take any suitable measure to minimise damages, including covering purchases, after the expiry of a reasonable period of time (*angemessene Frist*) set for the supplier; the supplier shall compensate any damages. The supplier reserves the right to prove more cost-effective measures.

15 Force Majeure, Emergency Plans

15.1 Force Majeure means the occurrence of an event or circumstance that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that the party affected by the impediment proves: (1) that such impediment is beyond its reasonable control; and (2) that it could not

reasonably have been foreseen at the time of the conclusion of the contract; and (3) that the effects of the impediment could not reasonably have been avoided or overcome by the affected Party.

15.2 Cases of force majeure are especially natural disasters, fire, riots, terror, official measures, labour disputes outside the supplier's collective bargaining area, including strikes and lockouts, or embargoes. Impending labour disputes, including strikes and lockouts in the supplier's collective bargaining area, as well as shortages of raw materials or primary materials, for example as a result of production stoppages by the supplier, are not cases of force majeure for the supplier.

15.3 For the duration of the force majeure events, the affected contracting party shall be released from its obligation to perform insofar as the performance is affected by the force majeure event.

15.4 Force majeure, which does not only represent a short-term obstacle to performance, shall entitle BETEK to withdraw from an affected purchase obligation in whole or in part. This shall apply accordingly if the event of force majeure at BETEK results in a not only temporary considerable reduction of the demand due to customer measures; BETEK shall inform the supplier without undue delay if BETEK recognises this consequence.

15.5 Irrespective of this, the supplier shall be obliged to take all reasonable (*angemessen*) measures to ensure the supply of BETEK and to support the procurement of covering deliveries. With BETEK’s consent the supplier shall be entitled to relocate the production at his own costs for the duration of the prevention of performance due to force majeure or to procure the products to be delivered to BETEK from third parties. BETEK shall not refuse the consent and co-operation without good reason. Furthermore, BETEK shall remain entitled to take all measures to avert the consequences of force majeure at its own discretion.

15.6 The supplier shall draw up emergency plans (for vehicle parts IATF 16949-6.1.2.3 shall apply) for the event of delivery disruptions and for cases of force majeure and maintain them for the duration of the supply relationship with BETEK. The emergency plans and their maintenance are to be proven to BETEK upon request. Insufficient emergency plans shall exclude the supplier's invocation of force majeure.

15.7 § 206 BGB (default in the event of force majeure, *Verzug bei Höherer Gewalt*) shall not apply.

16 Payment

16.1 Payment shall be made after contractual delivery or performance within 30 days with a 3% discount or within 60 days net after receipt of the invoice and receipt of goods at the registered office of BETEK by credit note procedure, unless otherwise agreed in the respective individual contract.

16.2 Payments shall only become due after deliveries or services have been provided in accordance with the contract and a proper and verifiable invoice has been received. In the event of early delivery, payment shall be due at the earliest on the agreed delivery date.

16.3 In case of defective delivery (*mangelhafte Lieferung*) BETEK shall be entitled to withhold payment pro rata until proper fulfilment of the delivery or service. If and insofar as payments for defective deliveries or services have already been made, BETEK shall be entitled to withhold payments due from other delivery agreements up to the amount of the payments made or to declare offsetting (*Aufrechnung*).

16.4 Payments by BETEK shall not constitute an acknowledgement or approval of defective deliveries or services. They shall not affect any rights of BETEK.

16.5 The supplier shall not be authorised to assign his claims against BETEK or to have them collected by third parties without the prior consent of BETEK, which may not be unreasonably withheld. In case of an extended reservation of title (*verlängerter Eigentumsvorbehalt*) the consent shall be deemed granted. If the supplier assigns his claims against BETEK to a third party without BETEK's consent, BETEK may at its own discretion make payment to the supplier or the assignee with discharging effect.

17 Liability for Material Defects (*Gewährleistung*)

17.1 Any deviation from the quality agreed or to be expected for the delivery item (clause 3.1 and 3.3) according to the agreed specification or – if available – according to the latest status of the parts life cycle (clause 7.2) including in particular the absence, defectiveness or incompleteness of documentation is a material defect (*Sachmangel*) because the delivery item does not meet the subjective requirements.

17.2 BETEK is entitled to the statutory warranty claims (*gesetzliche Sachmangelhaftungsansprüche*) including the reimbursement of installation and removal costs along the supply chain without restriction.

17.3 Claims of BETEK arising from a culpable breach of duty (*schuldhafte Pflichtverletzung*) connected with the material defect or causing the material defect, which does not fall within the supplier's obligations of subsequent

performance (*Nacherfüllung*), from warranty (*Garantie*) or from independent advice (*eigenständiger Beratung*) shall remain unaffected.

17.4 If the subsequent performance is impossible for the supplier or if he does not fulfil it within the reasonable period (*angemessene Frist*) set by BETEK, BETEK shall be entitled, in particular for reasons of damage minimisation or to avoid production disruptions at BETEK or the customers of BETEK, after reasonable (*angemessen*) notification to the supplier, to remedy the material defect itself at the expense of the supplier or to have it remedied by third parties, to obtain a replacement from another supplier, to withdraw from the contract or to reduce the remuneration of the supplier accordingly. Legal claims of BETEK shall remain unaffected. In any case of this self-help of BETEK the supplier shall be entitled to co-operate in the self-help measures of BETEK or, as far as acceptable for BETEK, to carry out corresponding measures himself.

17.5 If BETEK is obliged to subsequent performance towards third parties due to a material defect caused by the defective delivery item, the supplier shall support BETEK according to the specifications of BETEK irrespective of all other obligations, in particular to avoid expenses and damages. He shall provide BETEK with all information, documents and products deemed necessary by BETEK and participate in the fault analysis, evaluation, documentation and rectification of the defect. Costs shall be borne by the supplier insofar as he is responsible for them.

17.6 If claims are asserted against BETEK by third parties as a consequence of a material defect of a product manufactured and/or sold by BETEK caused by the defective delivery item beyond claims for subsequent performance, the supplier shall compensate (*entschädigen*) BETEK with regard to all causal and proven costs as if the material defect of the product of BETEK had not occurred. This shall in particular include the costs and expenses for transport, own investigations and examinations of BETEK, installation and removal as well as the costs and expenses against BETEK due to material defects of the delivery item and resulting costs and expenses including the necessary costs to be reimbursed by BETEK for recalls or customer service actions of the customer of BETEK due to material defects; BETEK shall be obliged to involve the supplier in the clarification. The supplier shall reserve the objection of lack of fault, contributory negligence of BETEK and the objection of lower causal costs and claims for damages.

18 Statute of Limitations

18.1 Claims for material defects shall become statute-barred 36 months after delivery to BETEK, unless the law provides for longer periods, in particular in cases of a supply chain in the sale of consumer goods (§§ 478, 479 BGB).

18.2 If BETEK requests the supplier to provide subsequent performance, to comment on the notified material defect or if the supplier opens an 8D-report or a corresponding analysis procedure to determine the cause of the defect, the limitation period shall be suspended without prejudice to the validity of the statutory provisions.

18.3 A shortening of the defects liability periods (*Gewährleistungsfristen*) of these GTCP is expressly rejected. In all cases, at least the statutory periods shall apply, unless longer periods have been agreed above.

19 Product Liability (*Produkthaftung*)

19.1 If claims are asserted against BETEK by third parties due to a defect of the delivery item, e.g. due to fault-based producer liability or fault-independent product liability, according to domestic or foreign law at whatever place of jurisdiction or under whatever legal system, the supplier shall compensate (*entschädigen*) BETEK from all claims and reimburse costs insofar as damages and costs are based on deliveries or services of the supplier and the supplier is responsible for them. Clause 17.6 shall apply accordingly.

19.2 The supplier shall provide BETEK with all information and documents, including those from its own or internal investigations, tests or production process documentation, which BETEK deems necessary or expedient in particular to determine the cause of the damage, to minimise the damage, for remedial measures and for legal prosecution.

19.3 The supplier shall support BETEK in the defence against such claims. For this purpose, BETEK and the supplier shall coordinate and exchange information. The supplier shall not be entitled to a right to refuse performance (*Leistungsverweigerungsrecht*), in particular for reasons of damage minimisation.

19.4 The supplier reserves the right to object to contributory negligence on the part of BETEK and to object to lower causal costs and damages.

19.5 Settlements which are concluded with the customer of BETEK and which may adversely impact either BETEK or the supplier shall only be made by BETEK and the supplier after mutual consultation, taking into account the respective interests.

19.6 Any statutory recourse and liability claims of BETEK against the supplier shall remain unaffected.

20 Liability, Insurance

20.1 BETEK does not agree to a limitation of the supplier's liability.

20.2 Irrespective of any further liability, the supplier undertakes to take out business, product and environmental liability insurance for the duration of the contractual relationship to cover the statutory and contractual liability risk, taking into account the risk potential of the delivery item from product safety, and to maintain it for the duration of the supply relationship with a subsequent liability of at least three years. The sums insured per insured event shall be at least EUR 5 million, unless otherwise agreed:

20.2.1 For public liability insurance including extended product liability, at least EUR 5 million lump sum for personal injury and property damage as well as co-insured financial losses from extended product liability, in particular for inspection costs, preliminary costs, installation and removal costs and replacement of individual parts.

20.2.2 For environmental liability and environmental damage insurance, at least EUR 5 million lump sum for personal injury, property damage and financial loss.

20.3 The supplier undertakes to provide evidence in text form of the existence of the aforementioned insurances within four weeks of the commencement of the business relationship and thereafter to submit such evidence upon request by BETEK. The supplier shall immediately notify BETEK in text form of any interruption or termination of the insurance contracts.

20.4 If BETEK becomes aware that the supplier has cancelled its insurance cover in accordance with clause 20.2 the following provisions shall apply:

20.4.1 BETEK shall either be entitled to maintain the insurance cover of the supplier and may, after giving notice with a reasonable deadline in text form, pay premiums not paid by the supplier to the insurer if the supplier does not pay within the set deadline and proves this to BETEK in text form; the supplier shall reimburse BETEK for such premium payments.

20.4.2 Alternatively, BETEK shall also be entitled to co-insure the supplier within the scope of its own insurance at the expense of the supplier (insurance on third-party account) after announcement with a reasonable (*angemessen*) deadline in text form and to initially pay the corresponding premium if the supplier does not prove the existence of an insurance in text form to BETEK within the set deadline; the premium payment shall be reimbursed to BETEK. In the case of insurance on third-party account, the insurance policy is to be handed over to BETEK. With a period of 4 weeks after a corresponding notification in text form BETEK shall be entitled to withdraw a co-insurance without the consent of the supplier.

20.5 BETEK shall be exclusively responsible for the settlement of claims. The supplier shall obtain the consent of BETEK prior to any correspondence with the insurer, which may not be refused without a justified reason.

21 (Intellectual) Property Rights

21.1 With the commissioning of the supplier, no property rights to which BETEK is entitled, the rights of utilisation or the exploitation rights thereto or therefrom shall be transferred to the supplier.

21.2 BETEK may demand that property rights from joint developments or from developments on behalf of BETEK are transferred to BETEK at customary market conditions, insofar as they are not already compensated with the contractual remuneration to the supplier.

21.3 Insofar as BETEK is entitled to property rights including know-how in the deliveries or performances of the supplier, BETEK shall be entitled for an unlimited period of time, non-exclusively and worldwide with the right to sub-licence the use and exploitation of the industrial property rights with regard to their intended use or the use of the delivery item and its further use by customers of BETEK. The remuneration for this is compensated with the price of the deliveries and services.

21.4 The supplier shall ensure that no property rights of third parties are infringed by his deliveries and services. If property rights of third parties are infringed, the supplier shall ensure that the worldwide use and utilisation of the deliveries and services by BETEK and free of charge for BETEK is possible by means of an agreement with the owner of the industrial property rights. Otherwise the supplier shall modify his deliveries and services in agreement with BETEK in such a way that an infringement of property rights of third parties is excluded.

21.5 Should claims be asserted against BETEK due to an infringement of property rights for which the supplier is responsible as a result of the use of deliveries and services of the supplier, the supplier shall indemnify BETEK against all such claims and consequential costs and shall reimburse BETEK for the reasonable costs demonstrably incurred. This shall not apply if BETEK is responsible for the infringement of property rights. Furthermore, the supplier reserves the right to object to contributory negligence on the part of BETEK.

22 Compliance

22.1 The supplier is obliged to comply in all respects with the laws and regulations of the applicable legal system, including but not limited to antitrust law, prevention of corruption, data protection and export control.

22.2 The respective Code of Conduct of the BETEK GMBH & CO. KG, which can be accessed at www.Betek.group/downloadbereich or will be sent by BETEK free of charge on request, is an integral part of the contract. The supplier undertakes to comply with the provisions of the Code of Conduct. Furthermore, the supplier is obliged to observe all applicable human rights and environmental prohibitions in accordance with § 2 (2) and (3) of the Supply Chain Duty of Care Act (*Lieferkettensorgfaltspflichtgesetz* - LkSG) (hereinafter together with the Supplier Code of Conduct: "**Human Rights Requirements**"). The supplier shall take all reasonable measures to comply with the Human Rights Requirements and coordinate with BETEK in the event of problems and ambiguities.

22.3 The supplier is obliged to agree compliance with the Human Rights Requirements with its suppliers and to monitor the implementation of and compliance with these requirements to an appropriate extent. In this respect, it is also authorised to apply its own supplier code of conduct to its suppliers, insofar as this covers and covers the Human Rights Requirements.

22.4 At the request of BETEK, the supplier shall provide BETEK with the information necessary to identify risks with regard to compliance with Human Hights Requirements ("**Risks**") in the business relationship with the supplier. The supplier is obliged to inform BETEK immediately about recognised Risks or violations of Human Rights Requirements in the company's own business area as well as in the area of its suppliers. The supplier shall provide proof of this in a suitable form at the request of BETEK.

22.5 Insofar as BETEK provides the supplier with training documents on compliance in the supply chain in accordance with the LkSG after the risk assessment, the supplier is obliged to work through these training documents and to confirm this to BETEK, unless he can prove that he carries out adequate training on compliance with Human Rights Requirements elsewhere in his own company.

22.6 BETEK shall be entitled to check the compliance with the Human Rights Requirements by means of an audit regularly with a notice period of 2 weeks and in case of suspicion of a violation of the Human Rights Requirements without notice. The audit can be carried out by BETEK or by experts commissioned by BETEK, who are bound to secrecy by BETEK, insofar as they are not already bound to secrecy by virtue of their profession, during normal business hours in compliance with the applicable data protection laws. The auditors shall be granted access to the premises of the supplier and access to the documents necessary for the audit. Access to the supplier's business secrets or confidential documents of

third parties to whom the supplier is obliged to maintain confidentiality need not be granted. The supplier must substantiate the above exception to the auditors.

22.7 The right to audit in accordance with clause 22.6 is limited to suspected cases if the supplier is certified according to a certification system recognised for the LkSG and BETEK submits the certificate upon conclusion of the contract or after each renewal without being requested to do so.

22.8 If the supplier and/or BETEK identify violations or imminent violations of Human Rights Requirements in the supplier's own company or at its suppliers, the supplier shall immediately take appropriate remedial measures to prevent or end such violations or to minimise their extent. The supplier is obliged to terminate the business relationship with its supplier if there is a serious violation of Human Rights Requirements, the implementation of the measures developed in the concept does not remedy the situation after the time specified in the concept has expired and the supplier has no other milder means at its disposal.

22.9 In this respect, the supplier must submit a concept of suitable remedial measures for termination or minimisation to BETEK immediately after becoming aware of a violation of Human Rights Requirements by his company or his supplier and must also implement this concept. The concept must contain a concrete timetable. If the supplier does not fulfil this obligation within a reasonable period of time (*angemessene Frist*) set by BETEK, this shall constitute an important reason for BETEK to terminate the contractual relationship for cause. The same shall apply if the supplier does not prove to BETEK the successful implementation of the remedial measures within a reasonable period of time (*angemessene Frist*) set by BETEK or in the event of serious violations of human rights by the supplier or its suppliers, the remedial measures provided for in the concept do not lead to the cessation or minimisation of serious violations or imminent serious violations of human rights.

22.10 Insofar as the supplier has fulfilled one of the above obligations pursuant to clause 22.2 to 22.9 the supplier shall compensate (*entschädigen*) BETEK from all claims of third parties as well as from official fines and the costs for ordered measures and/or court costs and other liabilities insofar and to the extent that these are asserted against BETEK due to such a breach of duty.

22.11 The above provisions of clause 22.2 to 22.9 and the Code of Conduct do not constitute regulations protecting third parties and are exclusively binding on the supplier and exclusively authorise BETEK.

23 IT Security

23.1 BETEK's information security management system is certified in accordance with DIN/ISO IEC 27001. BETEK therefore obliges the supplier to maintain an information security management system on the basis of DIN/ISO IEC 27001 (and guidelines according to DIN/ISO IEC 27002) or TISAX in the respectively valid version and to organise it in such a way that security-relevant incidents are immediately recognised. He shall document every security-relevant incident (in particular hacker attacks, Trojan horses, viruses, spying on domestic or foreign services or organisations) in his IT system and store it there for ten years. The supplier shall immediately report to BETEK any security-relevant internal or external incident, without any right to refuse performance. BETEK and the supplier shall jointly assess the possible effects of such incidents on the protection of trade secrets, the confidentiality obligations towards third parties as well as on information security and determine corrective measures. If effective remedial measures cannot be taken with certainty, BETEK shall be authorised to terminate electronic business transactions with the supplier. The above shall also apply if BETEK's customers demand proof of IT security.

23.2 BETEK shall be entitled to audit the effectiveness of the IT security measures taken by the supplier or to have them audited by a third party bound to secrecy. This provision shall apply accordingly in the event of security-relevant incidents at BETEK.

23.3 In the case of products for the automotive industry, the industry standards for IT and cyber security (e.g. VDA) apply in their current version.

24 Environmental Protection, Energy Management

24.1 BETEK is certified in accordance with EN ISO 14001 and therefore requires the supplier to provide evidence of a certified environmental management system in accordance with EN ISO 14001 or equivalent. The supplier shall immediately notify BETEK in writing of any expiry, restriction or withdrawal of the certificate. If the supplier does not maintain an environmental management system according to EN ISO 14001, he has to guarantee at the request of BETEK that he permanently fulfils all environmental regulations concerning his operation. He shall inform BETEK of any restriction of his operating licence which could have an influence on the products to be delivered to BETEK. The supplier shall compensate (*entschädigen*) BETEK from any liability resulting from the violation of legal regulations concerning him.

24.2 The supplier is advised that BETEK has introduced an energy management system in accordance with DIN EN ISO 50001 and that aspects of energy efficiency and energy consumption represent a decision criterion in the evaluation of offers.

24.3 If there are more energy-efficient ("more economical") alternatives to the services and/or products offered by the supplier, the supplier must independently and optionally expand its offer to include these variants. Increasing energy efficiency is a strategic goal of BETEK.

24.4 Should the supplier require energy for any work on BETEK's premises, he undertakes to use this energy carefully and to avoid negligent waste of energy.

25 Supplier Obligations and Proof of Minimum Wage, Temporary Employment and Cross-Border Labour Deployment

25.1 When deploying its own employees and/or temporary workers within the meaning of the German Temporary Employment Act (*Arbeitnehmerüberlassungsgesetz* - AÜG), the supplier shall be obliged to comply with the industry-specific minimum labour conditions applicable to the supplier's business in accordance with the relevant collective bargaining law respectively the statutory legally mandatory minimum working conditions, verification and reporting obligations, in particular the mandatory statutory provisions under the Temporary Employment Act (AÜG), the Posted Workers Act (*Arbeitnehmer-Entsendegesetz* - AEntG), the Minimum Wage Act (*Mindestlohngesetz* - MiLoG), the Residence Act (*Aufenthaltsgesetz* - AufenthG) and the relevant EU directives, in particular Directive 2014/67/EU.

25.2 The supplier also undertakes towards BETEK to pay the employees deployed by him at least the statutory minimum wage, unless a sector-specific higher minimum wage is to be paid, and to pay the statutory tax and social security contributions for the employees deployed by him. The obligations of the supplier under the MiLoG include in particular, but are not limited to, the obligation to pay remuneration at least in the amount of the minimum wage at the latest by the due dates specified in the MiLoG, the obligation to record the start, end and duration of daily working hours and to retain these records.

25.3 The passing on of services to subcontractors shall require the consent of BETEK in text form. The commissioned companies are to be named for each subcontracting. In case of subcontracting to a foreign subcontractor, the supplier shall also inform BETEK of the number and duration of work of the foreign employees deployed.

25.4 The Supplier is obliged to ensure that the subcontractors commissioned by it do not employ any temporary workers within the meaning of the AÜG and/or any employees from third countries who are not in possession of a valid work permit and/or a valid social security card, that these subcontractors both fulfil the obligations under the MiLoG and impose these obligations on other subcontractors (sub-subcontractors) to the same extent.

25.5 The supplier shall keep available any required official permits and authorisations, in particular the residence permit ("A1 certificate"), for the employees deployed by him or his subcontractors and to submit these proofs to BETEK or a person authorised by BETEK upon first request and to keep them available for inspection in case of official controls. The supplier shall permit BETEK or a person authorised by BETEK to carry out corresponding inspections.

25.6 Should the supplier violate one or more of the obligations under clause 25.1 to 25.5 BETEK shall be authorised, subject to further possible rights, to set a reasonable period of grace for the fulfilment of the respective obligations. Should this reasonable period expire fruitlessly, BETEK shall be entitled to terminate the contract without notice and to claim damages instead of performance.

25.7 If the supplier commissions subcontractors, he shall compensate (*entschädigen*) BETEK from all claims, which are asserted against BETEK due to violation of the provisions of the AEntG by these subcontractors. In the internal relationship to BETEK, the supplier shall assume the obligations which affect BETEK and the supplier as co-guarantor according to § 14 AEntG alone and to the full extent. The same shall apply to the commissioning of labour hire companies according to the AÜG. Furthermore, the supplier shall compensate (*entschädigen*) BETEK from any claims of third parties from violations of obligations according to the MiLoG.

26 Occupational Safety

26.1 BETEK is certified in accordance with EN ISO 45001 and therefore requires the supplier to provide evidence of a certified occupational health and safety management system in accordance with EN ISO 45001 or equivalent.

26.2 When providing services in accordance with this agreement, the supplier shall take and implement all safety precautions required in individual cases and all measures necessary to prevent accidents at work and comply with the statutory health and safety regulations. Where necessary, the supplier shall inform its employees or temporary workers employed by it of the necessary safety precautions in their native language.

27 Cancellation Rights

27.1 Unless otherwise stipulated in other agreements, BETEK shall be entitled to cancel existing supply agreements in whole or in part without notice:

27.1.1 In case of imminent or filed insolvency of the supplier. The supplier is obliged to inform BETEK immediately if insolvency is imminent.

27.1.2 If, despite a warning in text form, the supplier does not cooperate sufficiently in defining the specifications for the delivery item or in the realisation of the product.

27.1.3 In the event of expiry, restriction or withdrawal of the supplier's QMS certification.

27.1.4 In the event of unauthorised use of manufacturing equipment in accordance with clause **Fehler! Verweisquelle konnte nicht gefunden werden.**.

27.1.5 If the supplier, upon request of BETEK, does not credibly assure in text form that he will fulfil his delivery obligations punctually within a reasonable period of time to be set by BETEK – as a rule 10 calendar days – by substantiating reasons that there are doubts about the supplier's ability to deliver.

27.1.6 If the supplier refuses or significantly delays the conclusion of a QAA in accordance with clause 6.5.

27.1.7 In case of cancellation of the order by the customer of BETEK, as far as BETEK is not responsible for the cancellation. In this case BETEK shall reimburse the supplier for the contractual products already manufactured in whole or in part as well as the costs for the materials which the supplier has procured in fulfilment of the contract with BETEK and which he cannot use otherwise. The supplier shall provide credible evidence that the materials cannot be used otherwise. BETEK shall be entitled to take over the materials at the cost value of the supplier. The commercial law valuation standard for the acquisition costs according to § 255 (1) HGB (German Commercial Code) shall apply.

27.1.8 In the event of a breach of IT security provisions in accordance with section 23.

27.1.9 In the event of a significant change in the shareholder rights or the owners of the supplier's company (Change of Control), in particular in the event of the sale of fixed assets or business shares to a competitor of BETEK, if the continuation of the contract is unreasonable for BETEK.

27.2 BETEK and the supplier shall have the right to terminate the contract for good cause.

27.3 Cancellation of the contractual relationship must be made in writing by registered letter.

28 Discontinuation, Obligation to Continue Supply

28.1 If the supplier no longer wishes to produce a product regularly purchased from BETEK, he must give BETEK one calendar year's notice ("**Discontinuation**").

28.2 A shorter Discontinuation period is possible, subject to necessary validation and qualification, if the supplier can offer BETEK a replacement product of at least equal value at similar conditions.

28.3 The supplier undertakes to continue to supply BETEK even after the Discontinuation of the respective product under the last agreed conditions until BETEK has established a suitable alternative supplier or has validated and qualified a replacement product, but for a maximum of one calendar year from the date of Discontinuation. The supplier shall support BETEK in this.

29 Choice of Law, Place of Jurisdiction, Arbitration Proceedings, Contract Language

29.1 The legal relationship between BETEK and the supplier shall be governed exclusively by German substantive law. The UN Sales Law (United Nations Convention of Contracts for the International Sale of Goods - CISG) shall apply to cross-border business transactions.

29.2 The place of fulfilment (*Erfüllungsort*) of the delivery and service contract shall be the place of destination specified by BETEK.

29.3 The contract language is German.

29.4 If the supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – also international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the regional court responsible for the registered office of BETEK. The same shall apply if the supplier has no general place of jurisdiction in Germany, relocates his registered office, domicile or usual place of residence abroad after conclusion of the contract or if his registered office, domicile or usual place of residence is not known at the time the action is filed. BETEK shall also be entitled to sue the supplier at any other admissible court.

29.5 Insofar as the reciprocity of the enforcement of judgements according to the law at the registered office of BETEK or the law at the registered office of the supplier is not guaranteed, the supplier hereby agrees to an arbitration agreement for all legal disputes according to the Arbitration Rules of the German Institution of Arbitration (*Schiedsgerichtsvereinbarung für alle Rechtsstreitigkeiten nach der Schiedsgerichtsordnung der Deutschen Institution für Schiedsgerichtsbarkeit e.V* - DIS) to the exclusion of recourse to the ordinary courts of law http://www.dis-arb.de. The number of arbitrators shall be three. The language of the arbitration proceedings shall be German.

29.6 Should claims be asserted against BETEK and/or the supplier by third parties according to foreign law at a foreign place of jurisdiction, they shall be entitled, irrespective of the choice of law and place of jurisdiction determined according to these GTCP, to take all legal measures for the respective legal protection also according to the law applicable at this foreign place of jurisdiction.

29.7 For compensation and recourse claims resulting from such legal disputes, the exclusive application of German law shall remain at the place of jurisdiction in accordance with clause 29.4.

30 Confidentiality

30.1 All exchanged information which the parties have received from the contractual partner shall be confidential irrespective of its media nature, the type of its transmission, documentation and storage; this includes all technical, financial and organisational information and business secrets as well as other intellectual property of BETEK (hereinafter "**Confidential Information**").

30.2 Information is non-confidential information if it is demonstrably generally known or published at the time of disclosure, is part of the general specialised knowledge, is the general state of the art or is individually known to the specific party receiving it; the parties shall inform each other in writing of such prior individual knowledge.

30.3 Confidential Information may only be used and utilised by the recipient for the execution of agreed business transactions and for the fulfilment of contractual agreements, unless otherwise expressly agreed in writing. BETEK and the supplier shall disseminate the confidential information only to the extent necessary for the fulfilment of the contract (need-to-know). The information may not be used directly or indirectly for own commercial purposes, for other purposes or for the purposes of others.

30.4 The parties shall obligate their employees and any third parties they employ for the fulfilment of the contract to maintain confidentiality in writing, irrespective of the contractual situation with them, even beyond the existence of the respective legal relationship.

30.5 The confidentiality obligation under this section 30 shall cease to apply if and as soon as the Confidential Information becomes generally known after the time of disclosure without any action by a party in breach of the confidentiality agreement, is made known to the specific party individually by third parties without such third parties breaching a confidentiality obligation in respect of the Confidential Information, is recognised or developed by the receiving party independently and independently of the Confidential Information, is disclosed to the public in writing

by the disclosing party or must be disclosed in accordance with mandatory statutory provisions. In the latter case, the receiving party shall immediately inform the other party of the disclosure obligation.

30.6 A breach of the obligations for IT security pursuant to section 23 is always a breach of confidentiality.

30.7 In the event of a breach of confidentiality, BETEK shall have a claim against the supplier for information as to where, when and to what extent confidential information was disclosed.

30.8 BETEK and the supplier shall take all appropriate precautionary measures to avoid a breach of confidentiality through the criminal behaviour of third parties.

30.9 All legal disputes arising from the breach of the confidentiality agreement under this section 30 shall be finally settled by arbitration in accordance with clause 29.5. Notwithstanding sentence 1 above and clause 29.4 BETEK and the supplier reserve the right to appeal to any competent court to obtain interim legal protection.

31 General Information

31.1 Should any provision of these GTCP be or become invalid, the remaining provisions and the contract concluded shall remain unaffected.

31.2 Should the agreements between BETEK and the supplier contain a loophole, BETEK and the supplier shall co-operate in agreeing a provision to fill the loophole which comes closest to the purpose of the contract in legal and economic terms.

32 Notes on Data Processing

32.1 This data protection information applies in addition to all legal provisions for data processing by BETEK, which always take precedence.

Responsible person:

Karl Betek GmbH & Co KG,
Sulgener Straße 19-23, D-78733 Aichhalden

32.2 The collection of data in business transactions with a supplier is carried out exclusively in accordance with legal regulations, in particular the GDPR.

This data is collected:

- To be able to identify a supplier;
- For the initiation of a business relationship;
- For the preparation and conclusion of pre-contractual, contractual or quasi-contractual legal relationships, including their termination;
- For the processing of orders (order data processing);
- For advertising purposes if desired;

- To protect the legitimate interests of BETEK (e.g. to enforce outstanding claims or avoid contractual disruptions), including legal defence;
- For appropriate counselling;
- For correspondence;
- For invoicing;
- For the settlement of any existing liability claims and the assertion of any claims of our own;

Data processing is necessary for the purposes mentioned for appropriate processing and for the mutual fulfilment of obligations arising from the contractual relationship in accordance with Art. 6 (1) Sentence 1 lit. b GDPR.

The personal data collected by BETEK will be stored until the expiry of the statutory retention obligation and then deleted, unless BETEK is obliged to store it for a longer period of time in accordance with Article 6 (1) Sentence 1 lit. c GDPR due to tax and commercial law retention and documentation obligations (from HGB, StGB or AO) or the supplier has consented to extended storage in accordance with Article 6 (1) Sentence 1 lit. a GDPR.

32.3 Personal data will not be transferred to third parties for purposes other than those listed.

Insofar as this is necessary for the processing of the contractual relationship in accordance with Art. 6 (1) Sentence 1 lit. b GDPR, personal data may be passed on to third parties to the extent permitted by law.

32.4 The rights of the supplier in particular

- in accordance with Art. 7 (3) GDPR;
- in accordance with Art. 15 GDPR;
- in accordance with Art. 16 GDPR;
- in accordance with Art. 17 GDPR;
- in accordance with Art. 18 GDPR;
- in accordance with Art. 20 GDPR;
- in accordance with Art. 21 GDPR

remain unaffected.

32.5 Personal responsibility

The legal obligations incumbent on the supplier to protect any data in and from his own organisation including the effectiveness of the consent of his employees shall remain unaffected. This applies in particular to ensuring that data transmitted by the supplier or its employees to BETEK is authorised, correct and complete, is not subject to any special restrictions or is no longer subject to such restrictions or may

not or no longer be processed due to circumstances for which the supplier is responsible. The supplier shall be responsible for the factual correctness, integrity and up-to-dateness as well as for maintaining the confidentiality of the data transmitted by him to BETEK.