

**GELITA USA INC.
GENERAL TERMS AND CONDITIONS OF PURCHASE
(DECEMBER 2025)**

1. General, Scope of Application

- 1.1 These General Terms and Conditions of Purchase (hereinafter referred to as "GCP") shall apply to all business relationships between **GELITA USA Inc.** ("GELITA") and its suppliers and contractors (hereinafter collectively referred to as "supplier").
- 1.2 These GPC shall also apply in addition to or in lieu of a framework agreement for future contracts with the same supplier, without the need for express reference to them again in each individual case.
- 1.3 These GCP shall apply exclusively. Any of the supplier's general terms and conditions that differ from, conflict with, or supplement these GCP shall become part of the contract only if and to the extent that GELITA has expressly agreed to them in writing. This requirement of consent shall apply in every case, for example even if GELITA, being aware of the supplier's general terms and conditions, accepts the supplier's deliveries without reservation.
- 1.4 Legally relevant declarations and notifications to be made by the supplier to GELITA after conclusion of the contract (e.g. setting of deadlines, reminders, declarations of rescission) must be made in writing in order to be valid. Written form or written nature within the meaning of these GPC includes written form and text form (e.g. letter, e-mail, fax).

2. Offer and Conclusion of Contract

- 2.1 All offers and quotations provided by the supplier to GELITA shall be free of charge, unless otherwise agreed in writing. No travel expenses or other costs shall be reimbursed to the supplier unless explicitly agreed in advance and in writing by GELITA.
- 2.2 In its offer/cost estimate, the supplier shall explicitly point out any deviations from the request for proposal/invitation to tender from GELITA.
- 2.3 Orders from GELITA are only binding if made in writing. Orders made orally or by telephone are not binding until they have been confirmed in writing by GELITA. Even without an explicit reference in the respective order, all orders from GELITA to the supplier are based on these GPC. The supplier shall notify GELITA of obvious errors (e.g. typing and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not concluded.
- 2.4 The supplier is obliged to confirm orders from GELITA in writing within two (2) weeks of receipt or, in particular, to execute them without reservation by dispatching the goods (acceptance). Delayed acceptance shall be deemed a new offer and shall require acceptance by GELITA.
- 2.5 The acceptance of the order results in a binding contract between the parties. The written order and its written acceptance are solely decisive for the content of the contract; verbal ancillary agreements do not apply in this respect.
- 2.6 GELITA shall be entitled to demand subsequent changes with regard to the delivery date and the specifications, unless the demanded changes are unreasonable for the supplier, taking into account the interests of the supplier. The contracting parties shall, in the event of subsequent changes, make all additional agreements that may be necessary as a result of the change request.

3. Delivery, Transfer of Risk and Title, Correspondence, Default in Acceptance

- 3.1 Delivery shall be made to the delivery address indicated by GELITA in the order (hereinafter referred to as "Destination"). Shipment shall be at the risk of the supplier if not agreed otherwise in writing. The Destination shall be the place of performance for the delivery and any subsequent performance.
- 3.2 The supplier shall observe the transportation regulations stated in the order (e.g. shipping and packaging regulations, Incoterms®).
- 3.3 The delivery must be accompanied by a bill of lading stating the date (issue and shipment), the contents of the delivery (article number and quantity) and the order identification (date and number) of

GELITA. If the delivery note is missing or incomplete, GELITA shall not be responsible for any resulting delays in processing and payment.

- 3.4 The supplier shall be liable for costs and damages (e.g. goods demurrage, storage fees, reloading costs, depreciation, etc.) incurred by GELITA as a result of the supplier's culpable failure to ship the goods in accordance with the contract. The goods that GELITA cannot accept for this reason shall be stored at the supplier's expense and risk until GELITA can properly accept them.
- 3.5 The risk of accidental loss and accidental deterioration and ownership of the goods shall pass to GELITA upon delivery at the place of delivery. Insofar as acceptance has been agreed, this shall be decisive for the transfer of risk. Ownership of the goods shall pass to GELITA prior to delivery if GELITA has paid for the goods in advance. In this case, ownership shall pass to GELITA upon payment. The supplier shall not be entitled to extended or prolonged retention of title. The transfer of risk and ownership shall not affect GELITA's right to reject the goods or any of its other rights.
- 3.6 The relevant date and order number must always be indicated in correspondence, dispatch notes, invoices, etc. These details must also be indicated on any consignment note or express delivery note and postal dispatch note.

4. Delivery Times and Delay

- 4.1 The delivery times stated in the order are binding, unless otherwise agreed by the parties in writing. If a delivery period is not specified in the order and has not been otherwise agreed, it shall be two (2) weeks from the conclusion of the contract. The supplier is obliged to notify GELITA immediately in writing, stating the reasons and the expected duration, if it is likely that it will be unable to meet agreed delivery deadlines, for whatever reason, and to propose measures to avoid or reduce the delay.
- 4.2 If the supplier is in default, GELITA is entitled – in addition to further legal claims – to demand compensation for the delay in the amount of 0.2% of the net compensation agreed for the respective order for each calendar day of default or part thereof, but not more than 5% of the net compensation agreed for the respective order. If GELITA accepts a delayed performance, the compensation must be asserted at the latest by the time of the final payment.
- 4.3 GELITA's right of withdrawal due to a delay in delivery extends not only to the affected order, but also to such previous orders that can no longer be used by GELITA in an economically sensible manner due to the delay.

5. Prices and Payment Terms

- 5.1 The agreed prices are fixed prices plus any applicable taxes. Unless otherwise agreed in individual cases, the price includes all services and ancillary services (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).
- 5.2 Unless otherwise agreed, the agreed price shall be due within thirty (30) days of complete delivery and performance (including any agreed acceptance) and receipt by GELITA of a proper invoice. If payment is made within fourteen (14) days, the supplier shall grant a 5% discount on the net invoice amount. In the case of bank transfers, payment shall be deemed to have been made in good time if GELITA's transfer order is received by its bank before the expiry of the payment period; GELITA shall not be responsible for delays caused by the banks involved in the payment process.
- 5.3 Unless electronic transmission via EDI has been agreed, the supplier shall always send invoices as a PDF file to the e-mail address provided by GELITA and not enclose them with the delivery.
- 5.4 The statutory provisions shall apply to default in payment.
- 5.5 Payments do not constitute a waiver of warranty claims or GELITA's rights to give notice of defects.
- 5.6 GELITA is entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the extent permitted by law. In particular, GELITA is entitled to withhold due payments as long

- as it still has claims against the supplier arising from incomplete or defective performance.
- 5.7 The supplier shall only have a right of set-off or a right of retention in the case of counterclaims that are undisputed by GELITA or have been recognized by declaratory judgment.
- 6. Confidentiality and Retention of Title**
- 6.1 GELITA reserves the property rights and copyrights to illustrations, plans, drawings, calculations, instructions, product descriptions and other documents. Such documents shall be used exclusively for the contractual performance and shall be returned to GELITA after the contract has been performed. The documents shall be kept secret from third parties, even after the contract has ended. The confidentiality obligation shall only expire if and insofar as the knowledge contained in the provided documents has become generally known. Special confidentiality agreements and statutory provisions for the protection of secrets shall remain unaffected.
- 6.2 The above provision shall apply accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items that GELITA provides to the supplier for manufacturing purposes. As long as they are not processed, such items shall be stored separately at the supplier's expense, marked as the property of GELITA and insured to an appropriate extent against destruction and loss.
- 6.3 Any processing, mixing or combining (further processing) of provided items by the supplier is carried out for GELITA. The same applies to further processing of the delivered goods by GELITA, so that GELITA is considered the manufacturer and acquires ownership of the product at the latest upon further processing.
- 6.4 GELITA is authorized in the ordinary course of business to resell the goods. In any case, all other forms of retention of title are excluded, in particular the extended or prolonged retention of title to the further processing.
- 7. Inspection of the Goods at the Conclusion of the Contract prior to Delivery**
- 7.1 GELITA is not obliged to inspect the goods or make special inquiries about possible defects when the contract is concluded. GELITA shall therefore be entitled without restriction to claims for defects even if GELITA was unaware of the defect at the time of conclusion of the contract due to gross negligence.
- 7.2 GELITA shall be entitled to inspect the goods at the supplier's premises prior to delivery, either itself or through third parties commissioned by GELITA. GELITA shall inform the supplier of this in advance, but no later than one (1) week before the date of inspection. Neither such an inspection nor an omission of the inspection shall be deemed acceptance of the goods.
- 7.3 The supplier is obliged to carefully inspect the goods before shipment to ensure that they comply in every respect with the requirements of the respective order.
- 8. Warranty and Quality**
- 8.1 GELITA is entitled to damages in the event of material defects and defects of title of the goods (including wrong and short delivery as well as improper assembly, defective assembly or operating instructions) and in the event of other breaches of duty by the supplier.
- 8.2 In any case, those product descriptions that – in particular by designation or reference in the order from GELITA – are the subject matter of the respective contract or have been incorporated into the contract in the same way as these GPC shall also be deemed to be an agreed quality. It makes no difference whether the product description comes from GELITA, from the supplier or from a possible manufacturer.
- 8.3 If applicable, the supplier warrants that the necessary registrations have been made for anything supplied by it in accordance with the applicable regulations. It further warrants that the products and/or services provided hereunder comply with the statutory provisions, administrative regulations and other standards and guidelines applicable to them.
- 8.4 If anything to be delivered are subject to regulations concerning hazardous substances, the supplier shall be obliged to provide GELITA with the completed Safety Data Sheet in accordance with current United States and European (REACH) requirements before the first delivery and to provide GELITA with this again, without being asked, in the event of updates to the safety data sheet and/or the information to be entered.
- 8.5 GELITA's duty to inspect is limited to defects that are openly apparent during its incoming goods inspection upon external examination, including of the delivery papers (e.g. transport damage, wrong and short delivery) or that are recognizable during GELITA's quality control in the sampling procedure. If acceptance has been agreed, there shall be no duty to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. The requirement to give notice of defects discovered at a later date remains unaffected. Notwithstanding the duty to inspect, a complaint (notice of defect) shall be deemed to be prompt and timely if it is sent within ten (10) business days of discovery or, in the case of obvious defects, of delivery. Business days are Monday through Friday.
- 8.6 Subsequent performance also includes the removal of the defective goods and their reinstallation if the goods have been installed in or attached to another object in accordance with their nature and intended use before the defect became apparent; GELITA's claim to reimbursement of corresponding expenses (removal and installation costs) remains unaffected. The expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs, as well as any dismantling and installation costs, shall be borne by the supplier.
- 8.7 If the supplier fails to fulfill its obligation to provide subsequent performance - at GELITA's option either by remedying the defect (rectification) or by delivering a defect-free item (replacement) - within a reasonable period set by GELITA, GELITA may rectify the defect itself and demand compensation from the supplier for the necessary expenses or a corresponding advance payment, without prejudice to any other rights available by law or equity. If the subsequent performance by the supplier has failed or is unreasonable for GELITA (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline needs to be set; GELITA shall inform the supplier of such circumstances without delay, if possible in advance.
- 8.8 In all other respects, GELITA is entitled to a reduction in the purchase price or to withdraw from the contract in accordance with the statutory provisions. GELITA is also entitled to compensation for damages and expenses in accordance with the statutory provisions.
- 9. Quality assurance**
- 9.1 The supplier is obliged to comply with the legal requirements applicable to the services at the place of performance and Destination, in particular with regard to accident prevention, occupational safety, machine safety and environmental protection.
- 9.2 The supplier shall carry out quality assurance that is suitable in type and scope and corresponds to the latest state of the art, and shall provide evidence of this to GELITA upon request. In particular, the supplier shall use a quality assurance system with the elements of ISO 9000 ff. or equivalent.
- 9.3 Upon request, the supplier shall conclude a corresponding quality assurance agreement with GELITA.
- 9.4 If claims are asserted against the supplier due to the violation of legal provisions, in particular safety regulations, the supplier shall be obliged to indemnify GELITA and its customers against all claims insofar as these are caused by the services of the supplier.
- 10. Supplier Recourse**
- 10.1 GELITA is entitled to demand precisely the type of subsequent performance (rectification or replacement delivery) from the supplier that GELITA owes to its customer in the individual case; in the case of goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates.
- 10.2 Before GELITA recognizes or fulfills a claim for defects asserted by its customer (including reimbursement of all costs and expenses), GELITA will notify the supplier, briefly explaining the facts of the case, and request a written statement. If a substantiated statement is not

provided within a reasonable period and if no amicable solution is reached either, the claim for defects actually granted by GELITA shall be deemed owed to its customer. In this case, the supplier shall be responsible for providing counterevidence.

- 10.3 GELITA's claims arising from supplier recourse shall also apply if the defective goods have been combined with another product or further processed in any other way by GELITA, its customer or a third party, e.g. by assembly, mounting or installation.

11. Product Liability/Recalls

- 11.1 If the supplier is responsible for a product defect, it shall indemnify GELITA against third-party claims to the extent that the cause lies within the supplier's sphere of control and organization and it is liable itself in relation to third parties.
- 11.2 Within the framework of its obligation to indemnify, the supplier shall reimburse all costs and expenses arising out of or in connection with claims by third parties, including recall actions carried out by GELITA. If GELITA is obliged to carry out a warning and/or recall action due to a defect in a product supplied by the supplier, the supplier shall reimburse GELITA for the costs incurred as a result, unless the defect does not fall within the supplier's area of responsibility. GELITA shall, to the extent possible and reasonable, inform the supplier of the content and scope of any warning and/or recall measures and give the supplier the opportunity to comment. Further legal claims shall remain unaffected.

12. Third-party Rights

The supplier warrants that the rights of third parties, in particular industrial and intellectual property rights, are not violated by the delivery, use or resale of its goods and by the services provided.

13. Provision of Work and Services

Insofar as the supplier's services are work performances or services, the following provisions shall apply in addition:

- 13.1 Performance of services
- a) The supplier shall personally carry out the services and work assigned to it at its own responsibility. The supplier shall not work as an employee of GELITA. The supplier shall remain independent in the performance of its activities. It shall be entitled to use its own personnel to fulfill its contractual obligations. Such personnel shall be used exclusively in the name and for the account of the supplier. Only the supplier is authorized to issue instructions to the personnel deployed by it. The supplier is obliged to inform GELITA immediately if instructions are issued that could jeopardize the character of the independent activity.
- b) The supplier shall use only carefully selected and qualified personnel to provide the service. Personnel shall be deployed taking into account GELITA's interest in continuity.
- c) The use of subcontractors requires the prior written consent of GELITA, which GELITA may refuse only for good cause.
- d) For services provided within GELITA premises, the supplier shall comply with the safety regulations applicable there, which GELITA shall make available to the supplier.
- e) The supplier is obliged to regularly inform GELITA about the progress of the services and shall immediately notify GELITA in writing of any circumstances that affect or could affect the contractual fulfillment. After complete fulfillment of the services, the supplier shall give an account of its services and shall surrender to GELITA everything that it has obtained as a result of the fulfillment of the services for any reason.
- f) The supplier is not authorized to represent GELITA in legal transactions and may not commit GELITA to third parties.
- g) GELITA may at any time demand changes to the contractual performance. The supplier may object to the changes if it cannot reasonably be expected to provide the changes. The supplier shall respond in writing without undue delay, but no later than within two (2) weeks, to the change request, in particular with regard to the expected effects on performance characteristics and agreed workflows and schedules, and shall submit an offer including an estimate of the costs and a calculation based on the previous calculation. If the changes are unreasonable, the supplier shall suggest suitable alternatives to

GELITA if applicable. The supplier shall implement change requests that can be implemented in a cost-neutral manner without delay and without additional compensation. Other change requests require a separate written agreement before they can be implemented.

13.2 Rights to the work results

- a) The work results in any form, all samples or other materials as well as all rights, including any patent and intellectual property rights, created by the supplier or on its behalf by third parties for GELITA shall become the sole and irrevocable property of GELITA without restriction as soon as they come into existence. The supplier irrevocably grants GELITA the transferable, sub-licensable, spatially, substantively and temporally unrestricted right of use and exploitation in all forms of use and exploitation for the contractually agreed or contractually presumed purposes in all of the aforementioned copyrightable works. In the case of work results created individually for GELITA, the aforementioned rights of use and exploitation are granted exclusively. If the supplier provides GELITA with a work result that contains rights existing prior to the provision of the services, the supplier irrevocably grants GELITA a non-exclusive, transferable, sublicensable, spatially, substantively and temporally unrestricted right of use and exploitation.
- b) The supplier shall ensure that personnel or auxiliary persons of the supplier or third parties involved in the provision of services do not assert any rights derivable from the author's moral right or other intellectual property rights. Upon GELITA's first request, the supplier shall ensure that the relevant employees provide the necessary consent to the registration of intellectual property rights and/or a declaration of assignment of rights to work results.
- c) The supplier is entitled to keep one copy of the work results as proof of the services provided by it. The supplier is not entitled to any further rights, in particular the right of reproduction or distribution.
- d) All claims regarding the rights transferred or granted in accordance with this Section 13.2 are fully settled with the payment of the remuneration in accordance with Section 13.6.

13.3 Delivery dates, deadlines

- a) The decisive factor for compliance with agreed deadlines is the provision of complete services or, if agreed, acceptance of the services by GELITA at the named destination. Services shall be provided during normal business hours.
- b) Services may only be provided early with the written consent of GELITA and shall not affect the agreed payment date.
- c) If the supplier fails to fulfill its obligations within a reasonable grace period set by GELITA, GELITA shall also be entitled to have the services provided by a third party at the supplier's expense.

13.4 Inspection of work performances

- a) GELITA shall carry out the acceptance test within a reasonable period of time. The supplier shall support GELITA in this to a reasonable extent.
- b) Even in the case of expressly agreed partial acceptances, the warranty period begins uniformly with the overall acceptance.
- c) Any defects detected during the acceptance test shall be recorded in an acceptance report. The supplier shall immediately rectify any defects that prevent acceptance and resubmit the service for acceptance. Defects that do not prevent acceptance shall be rectified by the supplier under the warranty.
- d) Payment for or use of the services does not constitute acceptance of the services.

13.5 Interruption of service

- a) If circumstances for which GELITA is not responsible lead to a shutdown or impairment of the operations of GELITA or of a customer of GELITA for whom the services are intended, the right to provide the ordered services shall lapse for the duration of the shutdown or impairment of the operations. In this respect, claims for damages by the supplier against GELITA are excluded.
- b) GELITA shall be entitled to withdraw from the order in whole or in part if the services are no longer usable from an economic point of view due to circumstances for which GELITA is not responsible.
- c) GELITA is entitled to withdraw from an order in whole or in part for good cause. Good cause includes, but is not limited to, natural disasters, import and export restrictions, strikes, lockouts or other operational disruptions, both at GELITA and at the supplier.

- d) If GELITA withdraws from the contract in whole or in part, the supplier's claims for payment shall lapse.
- 13.6 Fees and payment terms
- a) The fee is agreed in the order either as a flat-rate remuneration or as an expense allowance.
 - b) Unless expressly provided for in the order, no further fees are owed and the agreed fee covers all expenses and compensation necessary for contractual performance, including insurance, transport, travel and catering costs.
 - c) If a flat-rate remuneration is agreed, it covers all of the supplier's expenses and compensation for all services owed under the relevant order.
 - d) If the services are charged on the basis of time and materials, GELITA may at any time request that the supplier limit the costs, unless such a limit has already been agreed in the order. The cost limit shall be deemed to be a binding planning basis for the services to be provided. If it becomes apparent that the cost limit cannot be met, the supplier shall inform GELITA in writing without delay, but no later than when 75% of the cost limit has been used up. GELITA may take any measures it deems appropriate to avoid higher than expected costs, including immediate termination of the relevant order without notice. Any overruns in the cost limit shall be renegotiated by the parties and shall be approved by a written order from GELITA.
 - e) If a cost limit is agreed in the order, this shall be deemed to be the maximum price for the services to be provided. The supplier shall bear all additional costs arising from or in connection with the provision of the services. Any additional costs for which GELITA is responsible may result in an adjustment to the cost limit.
 - f) Services provided on a time and materials basis are invoiced monthly against proof of performance.
 - g) Unless otherwise agreed in the order and/or in this Section 13.6, the payment terms set out in Section 5 shall apply accordingly.
 - h) Payments by GELITA do not in any case constitute acceptance or acknowledgment of the services as being in accordance with the contract.
- 13.7 Interference with performance, termination
- a) In the event that the services or parts of the services do not correspond to the agreed service descriptions or the supplier does not fulfill the obligations assumed or does not fulfill them in accordance with the contract, the supplier shall provide the services in question in accordance with the contract within a reasonable period determined by GELITA without additional remuneration. GELITA's claims for damages against the supplier shall remain unaffected.
 - b) GELITA shall be entitled to termination of the contract for cause if the supplier has not provided the relevant services in accordance with the contract within the aforementioned period.
 - c) GELITA shall also have the right to termination for cause of the contract if GELITA recognizes that the successful execution of the contract is at risk due to the supplier's inadequate performance, if the supplier suspends payments or files for bankruptcy or if facts become known that suggest that the supplier is a pseudo self-employed person.
 - d) In the event of a termination for cause, only those (partial) services that the supplier has provided in accordance with the contract and that GELITA can use as intended shall be remunerated. Settlement shall be made on the basis of a detailed final invoice, which the supplier shall issue within fourteen (14) days of the termination for cause becoming effective. GELITA shall be entitled to deduct all damages to be compensated and additional expenses.
 - e) Notwithstanding further legal claims, GELITA is entitled in the event of termination for cause to provide the relevant services itself or have them provided by third parties at the supplier's expense, to reduce the remuneration and to claim damages instead of performance. In the event of termination for cause, the supplier shall immediately surrender to GELITA all work results, documents and electronic data required for the fastest possible takeover.
 - f) Insofar as GELITA is held liable by third parties for damages under mandatory law, the supplier shall indemnify GELITA on first demand to the extent that the supplier is also directly liable and GELITA is obliged to provide compensation in the internal relationship.

14. Delivery of IT Services

- 14.1 Insofar as the supplier's services are in the field of information technology (hardware, software, cloud services), the following provisions shall apply:
- 14.2 If the supplier provides GELITA with standard software, GELITA and its affiliated companies shall be entitled to carry out all copyright-related processes that are necessary or useful for using the standard software in the aforementioned area of the affiliated companies and for this area. Rights in relation to affiliated companies shall end three (3) calendar months after the end of the corporate affiliation. GELITA may have the software operated by a third company – also for the benefit of the affiliated companies (e.g. as outsourcing or hosting). The granting of rights includes the authority to carry out all the processes that are usually associated with the operation of the software for business purposes, in particular the rights to duplicate, to edit in any way, including error correction, to lease within the scope of the above-mentioned purposes and rules, and in total all usage options that correspond to the respective state of the art. Accordingly, rights of use that are unknown today are also granted. In the case of on-premise software, the permitted operation of the software also includes the creation of backup copies in accordance with the respective state of the art and the right to print the user manual and other information and to make it available to the affiliated companies in every technical way. In this respect, the supplier is responsible for granting rights on the part of the authors. The supplier shall indemnify GELITA against any claims by the authors pursuant to The relevant copyright laws. GELITA shall acquire the same rights in respect of changes and additions to the software that the supplier creates for GELITA as in respect of the standard software, but exclusively and supplemented by the right to process. The changes and additions shall be created in such a way that they retain full functionality even if the standard software changes. If this is not possible, the supplier shall carry out the necessary adjustments at its own expense.
- 14.3 If the supplier creates individual software for GELITA as part of its assignment, it shall do so in accordance with the contractually agreed specifications, in line with the current state of technology, and provide development and user documentation in English (or, at GELITA's request, German), unless otherwise agreed. The source code and the source code documentation shall be handed over to GELITA as part of the order and must be designed in such a way that a knowledgeable third party can independently eliminate software errors and edit and further develop the software on this basis. GELITA shall always formally accept services for the development of individual software. The statutory provisions shall apply in this regard, as well as the provisions in Section 13.5, if applicable. The supplier grants GELITA the exclusive and irrevocable right, unlimited in terms of territory, time and content, to all work results of the development services (in particular the individual software itself) at the time of their creation, for all known and unknown types of use. In addition, the supplier grants GELITA the sole and unrestricted ownership of those work results to which such can be constituted and transferred. In particular, GELITA is entitled without restriction to duplicate, process, transfer to other forms of representation and otherwise modify, continue and supplement the work results, to distribute them in modified and unmodified form, to reproduce them publicly by wire or wireless means, to grant sublicenses and to transfer all rights of use granted under this contract, whether or not consideration is provided. If the supplier intends to use open source software in the individual software, the supplier shall, as a material contractual obligation, (a) immediately notify GELITA in text form of which open source software components are to be used, (b) notify GELITA of which copyright/author and license conditions applicable to them and to provide GELITA with a copy of these, and (c) to expressly confirm to GELITA that no so-called copyleft effect will be triggered, as a result of which the individual software or essential components thereof would be classified as open source software. In particular, the supplier shall expressly confirm that no proprietary individual software components are covered by the copyleft effect. The supplier shall indemnify GELITA in respect of all direct losses as well as reasonable and proven external expenses

- and costs that arise in connection with the infringement of third-party rights through the use of the individual software.
- 14.4 If the supplier provides GELITA with cloud services, in particular software as a service, the supplier shall not only be responsible for the usability of the agreed software, but also for providing the necessary IT infrastructure, including storage space, and for providing the necessary IT services, which must correspond to the state of the art (in particular with regard to service levels and data backup). The Supplier shall provide GELITA with the agreed number of user authorizations for accessing the Supplier's systems via the Internet. With regard to the rights of use granted for the cloud services, the provisions of Section 14.2 shall apply accordingly.
- 14.5 The parties may agree on different provisions for the delivery of IT services. However, these different provisions shall only apply if this chapter is explicitly referenced.
- 14.6 GELITA is entitled to carry out audits at the supplier's premises and/or to inspect audits carried out by third parties in order to verify compliance with the contractually agreed information security and data protection requirements. For this purpose, the supplier is obliged to grant GELITA or third parties commissioned by GELITA access to the relevant security documentation and to the implementation of the security measures after a reasonable period of notice and taking into account the supplier's operational concerns. Alternatively, the supplier may present regular certificates issued by independent bodies that confirm compliance with recognized standards such as ISO/IEC 27001, SOC 2, ISAE 3402 or comparable security standards.
- 15. Insurance**
- 15.1 The supplier shall take out transportation insurance at its own expense covering all risks for each delivery to GELITA, unless GELITA releases the supplier from its insurance obligation in writing before transportation is carried out.
- 15.2 The supplier is obliged to maintain business liability insurance including product liability insurance at its own expense for the entire duration of the business relationship with GELITA, which covers all product liability risks in connection with its deliveries and services, with at least of USD \$2,500,000 per claim for personal injury and property damage, as well as possible claims by GELITA for indemnification against third-party claims due to warranty claims arising from any guarantees.
- 16. GELITA's Liability**
- 16.1 Unless otherwise provided for in these GPC, including the following provisions, GELITA shall be liable in the event of a breach of contractual obligations.
- 16.2 GELITA shall be liable for damages - regardless of the legal basis - in the context of fault-based liability in the event of willful misconduct and gross negligence. In the event of simple negligence, GELITA shall be liable, subject to e.g. diligence in its own affairs; insignificant breach of duty, only for damages arising from the violation of
- a) life, body or health;
 - b) a material contractual obligation (an obligation whose fulfillment is essential to the proper performance of the contract and on whose fulfillment the contracting party regularly relies and may rely); in this case, however, GELITA's liability shall be limited to foreseeable, typically occurring damages.
- 16.3 The limitations of liability resulting from Section 16.2 shall also apply to third parties and to breaches of duty by persons (including in their favor) whose fault GELITA is responsible for.
- 17. Statute of Limitations**
- 17.1 The mutual claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise provided below.
- 17.2 The statute of limitations for contractual claims for defects on the part of GELITA is three (3) years from the transfer of risk. If an acceptance procedure has been agreed, the statute of limitations shall begin with the acceptance. The three-year statute of limitations shall also apply to claims arising from defects of title, whereby the statutory statute of limitations for third-party claims for restitution shall remain unaffected; in addition, claims arising from defects of title

- shall not become time-barred under any circumstances as long as the third party can still assert the right – in particular in the absence of a statute of limitations – against GELITA.
- 17.3 Insofar as GELITA is also entitled to non-contractual claims for damages due to a defect, the regular statutory statute of limitations shall apply here if the application of the limitation periods agreed above does not lead to a longer limitation period.
- 18. Supplier's Obligation to comply with GELITA Supplier Code of Conduct**
- The supplier agrees that fulfilling orders under these GCPs means acceptance of the GELITA Supplier Code of Conduct, which GELITA will provide to the supplier in writing upon request.
- 19. Final Provisions**
- 19.1 The supplier is obliged to observe and comply with the statutory environmental protection, occupational safety, personal hygiene and energy management regulations for the goods ordered by GELITA and to report any incidents or suspected cases to GELITA. The regulations to be observed by the supplier also include GELITA's internal regulations on environmental protection, occupational safety, personal hygiene and energy management or any other documentation that GELITA provides to the supplier upon written request (e-mail is sufficient). The supplier must instruct its personnel and any subcontractors regarding the content and requirements of the legal provisions referred to in this GCP's, in particular with regard to its Sections 13.1a), 18 and 19.1 and the requirements of the brochure "Code of Conduct for External Companies/Service Providers" before commencing work for and at GELITA. Upon request, the supplier must provide GELITA with proof of proper instruction.
- 19.2 During the business relationship, the supplier shall be obliged to provide GELITA, upon request and without delay, with all quality and other certificates that are legally required, customary in the industry, or required for the type of delivery for the use of the delivered goods or services.
- 19.3 GELITA is entitled to transfer the rights and obligations arising from the contract or the contract as a whole to another group company or to a third party. In the event of a transfer to a third party, the supplier has the right to terminate the contract extraordinarily with immediate effect if there is good cause in the person of the third party.
- 19.4 The commercial laws of the state of Delaware, USA, shall apply exclusively to the legal relationship between GELITA and the supplier.
- 19.5 The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship, including internationally, are the state of federal courts in Sioux City, Iowa, USA. However, GELITA is also entitled in all cases to bring an action at the place of performance in accordance with a prevailing individual agreement.
