

**GELITA SWEDEN AB**  
**GENERAL TERMS AND CONDITIONS OF PURCHASE**  
**(01/2026)**

**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 Sweden AB** (hereinafter referred to as "GELITA") and its suppliers and contractors (hereinafter collectively referred to as "supplier").
- 1.2 These GCPs shall also apply in their respective version as 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 GCPs shall apply exclusively and supersedes all other previous agreements between GELITA and the supplier regardless of form, unless otherwise agreed upon in writing. Any of the supplier's general terms and conditions that differ from, conflict with, or supplement these GCPs 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 GCPs 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 GCPs. For the avoidance of doubt, should the supplier in an order confirmation state that other or deviating terms and conditions than these GCPs shall apply, such deviation or other terms and condition shall not apply unless explicitly confirmed in writing by GELITA. 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 which GELITA must explicitly accept in writing to be valid. Otherwise, the terms of the original order shall apply.
- 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 If not agreed otherwise between the parties in writing, 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. 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 delivery note stating the date (issue and shipment), the contents of the delivery (article number and quantity), the order identification (date and number) of GELITA and all legally mandatory documents. If the delivery note is missing or incomplete, GELITA shall not be responsible for any resulting delays in processing and payment. Separate from the delivery note, the supplier shall send GELITA a dispatch note with the same content for each consignment on the same day the goods are dispatched; an invoice shall not be deemed to be a dispatch note. GELITA shall be entitled at any time and with a reasonable period of notice to request from the supplier, in the event of delivery of the goods by truck, a delivery notification as advance information about an incoming goods receipt. In this case, the shipping notification must be received by GELITA at least 24 hours before the planned delivery.
- 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 performance. 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 GELITA department, reference number, 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.
- 3.7 All correspondence regarding each order must be maintained separately.
- 3.8 If GELITA fails to accept a delivery as agreed for any reason not associated with the supplier failing to fulfil its obligations or any other reasonable circumstance outlined in these GCPs, the supplier must expressly offer its performance to GELITA even if a specific or specifiable calendar time has been agreed for an action or participation by GELITA (e.g. provision of material). If GELITA is in default of acceptance, the supplier may demand compensation for its additional reasonable expenses. GELITA's total liability for such compensation shall be limited of up to ten (10) percent of the relevant delivery. If the contract concerns a non-fungible item to be manufactured by the supplier (single-unit production), the supplier shall only be entitled to further rights if GELITA is obliged to cooperate and is responsible for the failure to cooperate.

**4. Delivery Times and Delay**

- 4.1 The delivery times stated in the order are binding. 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 a contractual penalty 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 contractual penalty must be asserted at the latest by the time of the final payment.
- 4.3 If an order is not delivered within ten (10) days from the agreed delivery deadline, GELITA has the right to withdraw the relevant order. 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 statutory VAT. 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). The supplier shall take back packaging material at GELITA's request.
- 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. The invoice may only be sent by post in exceptional cases and only with the prior consent of GELITA.
- 5.4 The statutory provisions on default interest 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. 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 Transfer of ownership of the goods to GELITA shall be unconditional and without regard to payment of the price. However, if GELITA accepts an offer of transfer of ownership from the supplier that is subject to payment of the purchase price in individual cases, the supplier's reservation of title shall expire at the latest upon payment of the purchase price for the delivered goods. GELITA remains authorized in the ordinary course of business to resell the goods under advance assignment of the resulting claim (alternatively, application of the simple and extended reservation of title to the resale). 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.
- 6.5 Both GELITA and supplier undertake not to disclose the content of a purchase agreement, including the existence of it, to a third party without the prior written approval from the other party. However, a party may disclose such information to the extent such party is obliged to do so according to: (i) law; (ii) any court or authority's judgment or decision; (iii) mandatory stock exchange rules or equivalent; or (iv) the course of a dispute or other legal proceedings regarding a purchase agreement or GCPs.
- 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.
- 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 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 GPCs 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.
- 8.2 The supplier warrants that the necessary registrations have been made for the substances and chemicals supplied by it in accordance with the applicable regulations, or that these substances and chemicals are exempt from registration. It further warrants that the chemicals and substances supplied by it comply with the statutory provisions, administrative regulations and other standards and guidelines applicable to them.
- 8.3 If chemicals or substances 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 European requirements (REACH) 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.
- 8.4 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.
- 8.5 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 even if it turns out that there was in fact no defect. The liability of GELITA for damages in the event of an unjustified request to remedy a defect remains unaffected; however, GELITA shall only be liable in this respect if it has recognized or, due to gross negligence, has not recognized that there was no defect.
- 8.6 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 the provisions in Section 8.7. 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.
- 8.7 In all other respects, GELITA is entitled to a reduction in the purchase price or to withdraw from the contract. GELITA is also entitled to compensation for damages and expenses incurred as a result of the supplier failing to fulfil the obligation set out in these GCPs.
- 9. Quality assurance**
- 9.1 The supplier is obliged to comply with the legal requirements and other regulations 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 or other regulations, 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 without restriction to the legally established claims for expenses and recourse within a supply chain in addition to claims for defects. In particular, 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, 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.
- 11.2 Within the framework of its obligation to indemnify, the supplier shall reimburse expenses 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 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 supplier hereby irrevocably assigns and transfers to GELITA, by way of present assignment, all work results in any form, all samples or other materials as well as all rights, including any invention, patent and intellectual property rights (including the right to apply for, prosecute, register and maintain patents and other registrations, and claim priority, as well as the right to modify, assign and license such work result, material and rights), created by the supplier or on its behalf by third parties for GELITA, as when such rights arise, worldwide and for the full term of such rights. 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, perpetual, irrevocable, fully paid-up, royalty free,

- worldwide, transferable and sublicensable license to use, copy, modify, create derivative works of and otherwise exploit such pre-existing rights.
- b) The supplier shall ensure that personnel or auxiliary persons of the supplier or third parties involved in the provision of services have fully assigned all intellectual property rights to the supplier and that they 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 for legal archiving and evidentiary purposes, provided that such copy is kept strictly confidential and is not used, reproduced, disclosed or otherwise exploited.
  - d) The effectiveness of the assignment under this Section 13.2 is not contingent upon full payment. 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) The supplier may not terminate individual contracts for services during the agreed term.
  - c) 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.
  - d) 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.
  - e) 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.
  - f) 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.
  - g) 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.
- 13.8 Guarantees for work performances**
- a) Upon conclusion of the contract, the supplier shall provide, at its own expense, an unlimited guarantee from a German or internationally renowned bank in the amount of 20% of the agreed remuneration to secure its obligation to provide complete, defect-free and timely performance.
  - b) GELITA is entitled to withhold 5% of the final invoice amount as security for any warranty claims for the duration of the warranty period. The supplier is entitled to replace the security withholding by an irrevocable, unlimited, directly enforceable guarantee from a German bank of international repute. The deposit is excluded.
- 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. 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, 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 provisions in Section 13.5 shall apply in this regard, 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 or is agreed otherwise by the respective Incoterm regulation.
- 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 EUR 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 GELITA's total liability under or in connection with the purchase of products from the supplier shall not exceed the price paid for the products concerned. GELITA shall not have any liability for loss of production, loss of profit, loss of use, loss of contracts and any other consequential or indirect loss of any kind.
- 16.2 Nothing in this Agreement shall apply to in any way limit or exclude the liability of a party for:
- (a) death or personal injury resulting from negligence;
  - (b) willful misconduct by a party; or
  - (c) any other liability that may not lawfully be limited or excluded.
- 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. Limitation periods**
- 17.1 The limitation period 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 limitation period shall begin with the acceptance. The three-year limitation period shall also apply to claims arising from defects of title; 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 against GELITA.
- 17.2 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 the GELITA Supplier Code of Conduct, Exemption**
- 18.1 The supplier undertakes, at GELITA's request, to sign and comply with the GELITA Supplier Code of Conduct, which GELITA will provide to the supplier in writing upon request. Under the Swedish legislation, GELITA is obliged to continuously monitor suppliers for compliance with human rights and environmental requirements and to document this. The supplier is obliged to address the requirements of the law in its own business area and in the downstream supply chain and to ensure compliance with them. At GELITA's request, the supplier must complete a questionnaire relating to Swedish legislation. The aforementioned obligation also applies to future European legislation that provides for a corresponding control of the supply chain.
- 18.2 If the supplier uses subcontractors or other third parties (hereinafter

collectively referred to as “subcontractors”) in connection with the provision of its services for GELITA, the supplier must oblige the subcontractors it uses to also comply with the provisions of the GELITA Supplier Code of Conduct and oblige its subcontractors to also oblige the subcontractors used by the subcontractor in turn. Upon request, the supplier shall provide GELITA with appropriate documentation as evidence of the proper further obligation of the subcontractors it has engaged.

- 18.3 The supplier shall indemnify GELITA from all third-party claims that are brought against GELITA or asserted against GELITA due to a culpable violation of the GELITA Supplier Code of Conduct by the supplier or the subcontractor, including its subcontractors. The supplier shall support GELITA in defending against claims by third parties as defined above, in particular by providing information and issuing suitable documents. The supplier shall impose a corresponding obligation on its subcontractors and shall also oblige them to agree corresponding obligations with their subcontractors.

## **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 these GCPs 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 Neither the customer nor GELITA shall be entitled to assign its rights and obligations under an agreement and/or these GPC without the other party's prior written consent. However, 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 law of Sweden shall apply exclusively to the legal relationship between GELITA and the supplier, excluding Swedish international private law and the UN Convention on Contracts for the International Sale of Goods (CISG).
- 19.5 Any dispute, controversy or claim arising out of or in connection with these GCPs, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the SCC Arbitration Institute (the “SCC”).
- 19.6 The Rules for Expedited Arbitrations shall apply where the amount in dispute does not exceed EUR 500,000. Where the amount in dispute exceeds EUR 500,000 the Arbitration Rules shall apply. The Arbitral Tribunal shall be composed of a sole arbitrator where the amount in dispute exceeds EUR 500,000 but not EUR 5,000,000. Where the amount in dispute exceeds EUR 5,000,000, the Arbitral Tribunal shall be composed of three (3) arbitrators. The amount in dispute includes the claims made in the Request for Arbitration and any counterclaims made in the Answer to the Request for Arbitration.
- 19.7 The seat of arbitration shall be Helsingborg, Sweden and the language to be used in the arbitral proceedings shall be English.

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