

GENERAL PURCHASING TERMS AND CONDITIONS
of Steelcase Inc
Version 10/2021

1. General Provisions

1.1 The terms and conditions of purchase set out below (hereinafter referred to as: "Purchasing Terms") shall apply exclusively to all orders placed by Steelcase Inc. (hereinafter referred to as: "Purchaser"). In the event of a framework agreement between Buyer and Supplier, the framework agreement will prevail. The Purchasing Terms shall apply even if the Purchaser accepts deliveries of products or work/services (hereinafter altogether "Services") from the supplier (hereinafter referred to as: "Supplier") and the Supplier has contradictory business terms and conditions irrespective where they are referenced to. The latter shall not, in any case, become part of the content of the contract and the incorporation of general business terms and conditions of the Supplier is explicitly rejected insofar as they do not conform with the Purchasing Terms of the Purchaser. Incorporation of such terms is only effective if the Purchaser explicitly acknowledges the general business terms and conditions of the Supplier as a supplement to the Purchasing Terms.

1.2 The Purchasing Terms of the Purchaser shall also apply to all future transactions with the Supplier. No oral ancillary agreements have been concluded.

1.3 Insofar as can be reasonably expected, the Purchaser may require the Supplier to carry out alterations and supplements to an item for delivery that is being designed or executed. Any impacts on delivery dates, cost increases or reductions shall be mutually agreed between the parties. The details relating to weights and measurements and details of quantities and prices of the Purchaser are only binding if specified in the contract. Documents, tools and samples sent to the Supplier by the Purchaser in connection with conclusion of the contract shall remain the property of the Purchaser. They may not be made available to third parties without the prior consent of the Purchaser in text form.

2. Conclusion of the contract and purchase orders

2.1 A purchase order placed by the Purchaser constitutes an offer to the Supplier to procure goods or work/services from the Supplier. Purchase orders placed by the Purchaser without a deadline for acceptance may be accepted by the Supplier only within a reasonable period of time not generally exceeding five (5) working days. The criterion for punctual acceptance is the date of receipt of the declaration of acceptance by the Purchaser. Pending acceptance, the purchase order may be revoked by the Purchaser at any time. Delayed acceptance is deemed to constitute a new offer by the Supplier and requires acceptance by the Purchaser. If the Supplier's declaration of acceptance deviates from the purchase order, a contract is only concluded if the Purchaser was explicitly informed in text form of the deviation and then agreed to it vis-à-vis the Supplier.

2.2 Unless otherwise agreed in text form, references to Incoterms apply as indicated in the purchase order.

2.3 Orders, order modifications and other agreements are only binding if made in text form. Exceptions to this requirement also require text form.

2.4 Supplier shall inform the Purchaser if offers are not made free of charge.

3. Prices and payment terms

3.1 The prices agreed are fixed prices and expressed in Euros or otherwise as set forth in the Purchase Order. Value added tax shall be exclusive but shall include all other charges and all duties, taxes, imports or levies incurred by the Supplier. No variation in price or additional charges shall be made without Purchaser's written consent. No payments will be made until the ordered goods have been received in compliance with the contract and upon a proper and verifiable invoice being sent by the Supplier.

3.2 In the absence of any agreement to the contrary, the price is based on the agreement "delivered duty paid, tax unpaid" [geliefert verzollt unversteuert]. The agreed price includes delivery free domicile [*frei Haus*], inclusive of packaging and payment of transport insurance.

3.3 Purchaser shall pay the net purchase price within 30 days at the end of the month unless otherwise agreed in text form. The payment period is calculated after the service or delivery has been performed and a corresponding invoice received at the e-mail address indicated in the purchase order. The Supplier shall send the invoices electronically.

3.4 Invoices will only be processed if they itemize the purchase order number stated in the purchase order as specified therein; Supplier is responsible for all the consequences ensuing from non-compliance with this obligation unless the Supplier proves that it is not accountable for this.

3.5 In the event of late payment, other than any amount we dispute in good faith, interests will be applied. The applicable interest-rate will be equal to eight percentage points above the European Central Bank's basic rate of interest without prejudice to the fixed compensation of forty (40) euros.

4. Delivery periods and default of delivery, place of performance

4.1 Delivery shall be effectuated on the delivery date stated in the individual contract or master agreement or set out in the purchase order; in particular, the delivery period agreed in the purchase order is binding.

4.2 Supplier is obliged to notify the Purchaser in text form without undue delay if any circumstances occur or become evident to the Supplier signifying that the Supplier is in default of delivery.

4.3 The Supplier undertakes not to make partial deliveries or deliveries in advance of the agreed delivery dates without the prior written consent of the Purchaser.

4.4 In the event of default of delivery, the Purchaser has unlimited entitlement to the statutory claims, including the right of revocation and the right to claim damages in lieu of performance after a reasonable period of grace has expired to no avail. In the event of delays in delivery where the Supplier is at fault, the Purchaser has the right to demand a contractual penalty of the Supplier for each working week of default of delivery completed (Friday) in an amount of 0.2%, but not exceeding, on aggregate, 2% of the respective net order value. The contractual penalty shall be credited against the default damage to be compensated by the Supplier. Supplier is at liberty to prove that the Purchaser did not incur any damage or incurred less damage than that specified in the contractual penalty.

4.5 In the event of premature delivery, the Purchaser reserves the right to return the goods or store them up until the delivery date at the expense and risk of Supplier.

4.6 Supplier has the right – except where personal performance has been agreed – to avail itself of third parties for performance of its contractual duties, unless this is opposed by a good cause [*wichtiger Grund*], in particular if the third party does not have the necessary know-how to perform the obligation to the Purchaser.

4.7 Unless the purchase order indicates otherwise, the place of performance for deliveries and services is at the place of delivery stipulated by Purchaser in the purchase order.

5. Bearing the risk and shipping

5.1 Risk shall pass to Purchaser when the Purchaser has taken delivery of the goods at the place of performance by signing the transport or delivery note or according to the conditions of the Incoterm indicated on the Purchase Order.

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5.2 All goods must be properly packed, labelled, marked with a barcode and shipped in conformity with the care customary in commercial transactions. Supplier shall familiarize itself with the Purchaser's packaging regulations and comply with them. The consignment must contain information which can be collected using an automated process and enables the goods to be traced.

5.3 Supplier is obliged to indicate in the shipping document and/or supply note the purchase order number, the quantity supplied, the quantity ordered and the product number.

6. Quality of the Services and specification of performance

6.1 Supplier assures, guarantees and undertakes with respect to the Purchaser, that the Services are executed as follows:

6.1.1 by suitably qualified and trained personnel with the required care and the highest quality standard customary in the industry at the time of execution thereof; and

6.1.2 in strict compliance with the purchase order and the specifications.

6.2 If the personnel identified by Supplier should be prevented from working for whatever reason, Supplier undertakes to procure substitute personnel without undue delay to perform the Services to the same or a higher standard.

6.3 Supplier assures, guarantees and undertakes that all Services are in compliance with the applicable statutes and regulations of the country/countries of origin and country/countries of destination.

6.4 A formal acceptance process is deemed agreed.

7. Quality assurance, examination obligation and warranty for defects

7.1 Supplier is required to operate a quality assurance system in accordance with the current DIN EN ISO 9001 standards or with standards comparable to these. Separate quality assurance measures can be agreed between Purchaser and Supplier in a separate quality assurance agreement. The quality assurance terms of the separate agreement shall then apply.

7.2 Purchaser is not obliged to examine the delivery item for defects at the time of contract conclusion.

7.3 In its performance, the Supplier shall conform with the current state of research, science and current laws, the acknowledged rules of technology and common safety precautions. Quality requirements, for example in specifications forming part of the contract, must be complied with as a priority. Insofar as the Supplier buys in parts from third parties for its performance, the Supplier is obliged to subject these parts to proper incoming goods control. Supplier shall be liable for fault by such sub-suppliers as it is for its own fault.

7.4 After receipt of the goods, Purchaser shall examine within a reasonable period of time whether the products correspond to the quantity and type ordered and whether there is any transport damage which is visible externally. Insofar as the contract parties consider additional examinations by Purchaser to be appropriate, they shall agree on these separately. With regard to the incoming goods control, the Purchaser is not subject to any more far-reaching examination obligations or notifications with respect to the Supplier than those named above. Purchaser thereby complies with its obligation to examine the goods and notify defects pursuant to Sec. 377 German Commercial Code (HGB) with respect to the incoming goods control. The statute shall apply with regard to the obligation to notify concealed defects. Complaints relating to deviations are certainly notified in good time if the complaint by Purchaser is received by Supplier within a time period of 8 working days, calculated from the date of receipt of the goods or, in the case of concealed defects, with effect from the date on which the defects are discerned.

7.5 In the event of defects, Purchaser has an unlimited entitlement to the claims of statute. In derogation herefrom, however, the limitation period for claims relating to defects is 36 months, calculated from the date of the passing of risk, or 5 years from the date of acceptance for all products and/or services which, considering the typical use thereof, are incorporated into a building within the meaning of section 438 no. 2, section 634a (1) no. 2 German Civil Code (BGB). Upon receipt of the defect notice by Supplier, the limitation period of respective warranty claims is suspended until the Supplier rejects the claims and refuses negotiations on them or declares that the defect has been remedied. If replacements are delivered or the defect remedied, the warranty period for parts that have been replaced or repaired shall commence anew unless, based on the behavior of Supplier, the Purchaser had to assume that the Supplier did not consider that it was obliged to conduct this action, but only supplied replacements or remedied defects as a gesture of goodwill or for similar reasons.

7.6 Purchaser has the right to rectify the defects itself at the Supplier's expense if it is unreasonable to set a time limit, for example due to particular urgency, because operational safety is at risk or due to the imminent risk of disproportionate damage; the Supplier shall be notified without undue delay, if possible, in advance.

7.7 Furthermore, Supplier agrees to notify Purchaser within a reasonable time of any change in regulations applicable to the marketing of its Products and agrees to notify Purchaser in writing, at least twelve (12) months in advance, of the discontinuance of manufacture or withdrawal of a product from its standard offer.

8. Property rights

8.1 Supplier warrants that no third-party property rights are infringed in countries within the European Union, in North America or other countries in which the Supplier manufactures its products or to which it distributes them.

8.2 Supplier is obliged to indemnify the Purchaser from and against all claims brought against the Purchaser by third parties due to the infringement of the industrial property rights stated in paragraph 1 above and to reimburse all the expenditures necessary in connection with such claims.

9. Product liability

9.1 Insofar as Supplier is responsible for product damage, the Supplier is obliged to indemnify the Purchaser on first demand to this extent from and against third-party claims for damages if the cause was located solely in the Supplier's sphere of control and organization and if the Supplier is itself liable in its external relationships. Supplier shall indemnify the Purchaser from and against third-party claims of any kind whatsoever for all damage, defect damage and consequential harm caused through the use, processing, mixing, marketing, brokerage or on-sale of the product, except to the extent that the Purchaser is itself accountable for grossly negligent conduct [*grob fahrlässiges Verhalten*] or intent [*Vorsatz*] or the Purchaser gave incorrect instructions to the Supplier or designed the product incorrectly.

9.2 In this connection the Supplier is also obliged to reimburse the Purchaser for possible expenditures resulting from or in connection with recall action conducted by the Purchaser.

9.3 Supplier undertakes to take out and maintain at its own expense, with a solvent insurance company, liability insurance. Such insurance shall cover the risks associated with Suppliers' activity and the financial consequences of the liability Supplier may incur in the performance of the Contract at minimum of €2,000,000 per occurrence and in aggregate. Such insurance shall respond at a minimum, to liability for personal injury, property damage and product liability; if the Purchaser is entitled to more far-reaching claims for damages, these

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shall be unaffected. At the Purchaser's request, the Supplier shall evidence to the Purchaser, by submitting the relevant documents, the conclusion and continued existence of the product liability insurance.

10. Retention of title, tools, strict confidentiality

10.1 Pending payment by the Purchaser, the Supplier retains title to the goods it has delivered. No prolonged or extended reservation of title applies [“verlängerter“ or “erweiterter Eigentumsvorbehalt“].

10.2 Purchaser retains title to tools. If, however, it is not the Purchaser who is the direct possessor, but only the Supplier, the Supplier holds possession for the Purchaser (constructive possession of chattels based on agreement [“Besitzkonstitut“]). Supplier is obliged to implement the Purchaser's tools solely in the production of the goods ordered by the Purchaser, unless the Purchaser explicitly declares in text form that the Purchaser is in agreement with the tools also being implemented in the manufacture of goods ordered by third parties. Supplier is obliged to have the tools belonging to the Purchaser insured at its own expense for their replacement value against damage by fire, water and theft. Supplier is obliged to carry out punctually at its own expense any maintenance and service work required. Supplier shall notify the Purchaser immediately of any malfunctions; if the Supplier culpably fails to do so this shall have no effect on claims for damages.

10.3 Supplier is obliged to keep all illustrations, drawings, calculations, samples and other documents and information received (collectively: “Information“) in strict confidence. Information may only be disclosed to third parties with the explicit consent of the Purchaser in text form. The obligation to maintain confidentiality shall also continue to apply for a period of 5 years after the contract has been processed. It does not apply to Information which (a) was provably already known by the recipient when the contract was concluded or was made known by third parties thereafter without any infringement of a non-disclosure agreement, statutory regulations or official orders as a result thereof, (b) was already public knowledge when the contract was entered into or became public knowledge thereafter, unless based on a breach of this contract, (c) has to be disclosed due to statutory obligations or a court order or an order by an authority. Insofar as is admissible and possible, if the Supplier is obligated to disclose, it shall notify the Purchaser in advance and provide the Purchaser with the opportunity to take action against the disclosure or to minimize the extent thereof.

11. Drawings, other documents

11.1 Drawings, calculations, specifications and other stipulations made by the Purchaser shall be examined independently by the Supplier in the context of its general and special expertise to ascertain any errors and inconsistencies. If applicable, the Supplier shall, without undue delay, report reservations to the Purchaser in text form and undertake a clarification with the Purchaser.

11.2 Agreed working drawings shall be provided to the Purchaser for ownership free of charge in the form of one blueprint per drawing. This also applies in the event of changes to the execution.

11.3 In the case of research, development, design, engineering and other contracts with subject matter relating to the elaboration of a technical solution to a problem, the Purchaser shall be entitled to inventions made by the Supplier, any property rights to be applied for, which have been applied for and have been granted. This shall apply mutatis mutandis to new technical know-how which does not form part of the state of the art. If so required by the Purchaser, the Supplier shall claim the inventions made by its employees. The costs pursuant to the German Employee Invention Act [Arbeitnehmererfindungsgesetz] shall be borne by the Purchaser.

12. Construction, repair and assembly services

12.1 For security reasons the Supplier's employees and agents shall be subject to the access controls applying in the Purchaser's operating facilities when executing the order there, shall abide by the working hours and processes customary there, adhere to the Purchaser's safety regulations and comply with instructions in this respect.

12.2 Supplier shall indemnify the Purchaser from claims brought against the Purchaser as a result of culpable breaches of duty by employees and agents of the Supplier. Supplier shall notify the Purchaser without undue delay of accidents and damage caused or suffered by its employees and agents in the operating facilities of the Purchaser.

12.3 Supplier shall provide all the materials and auxiliary supplies required to execute the order without claiming any additional remuneration. Corresponding delivery notes shall be submitted relating to the delivery thereof to the Purchaser's operating facilities. Supplier itself shall arrange for the storage and monitoring of material and auxiliary supplies. Any material and auxiliary supplies which are no longer required shall be transported away by Supplier without undue delay after completion of the order.

12.4 If billing and remuneration by measurement has been agreed, the unit rates agreed for each unit of performance include the remuneration for all the services required to execute the order, inclusive of personnel, materials and auxiliary supplies. This also applies to any part services not explicitly mentioned in the order, insofar as these belong to the execution of the respective individual service according to customary practice in the industry. Purchaser shall make its payments based on measurements to be taken jointly on site. The volume calculations, measurement lists, billing drawings and proof of the consumption of materials shall be enclosed with the invoices.

12.5 If billing is on a time basis, the Purchaser shall pay remuneration for the actual hours of work proven in accordance with the hourly rates agreed. The working time expended by the Supplier's supervisory personnel in the interests of the Supplier is not paid for by the Purchaser.

12.6 Purchaser shall make the final payment after acceptance and after the submitted documents and verifiable final invoices are presented.

12.7 Supplier shall perform the obligations incumbent upon the Supplier itself. It is not permissible to transfer orders to third parties under a purchase order or to award subcontracts without the prior consent of the Purchaser in text form and any breach entitles the Purchaser to revoke the contract in whole or in part and to claim damages.

12.8 Purchaser is not entitled to give labor-law related instructions or disciplinary instructions to the Supplier.

Supplier shall perform the services with the utmost care in compliance with the current state of the art in science and technology so as to achieve the best possible result. Supplier shall comply with the specifications of the Purchaser, for example with respect to terminology and layout. Insofar as the Supplier's services also include the compilation or revision of training documents, the Supplier shall only use these for training after the documents have been approved by the Purchaser.

12.9 The advertising, offering and sale of the Supplier's own resources, media, training documents and other services of the Supplier shall only be undertaken if the Purchaser has given its explicit consent in text form.

12.10 Supplier shall only perform the contractual services on the Purchaser's site insofar as this is essential for proper execution of the order and was agreed in text form in advance. In this case, the Purchaser shall provide the Supplier with suitable premises.

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13. Code of conduct for Supplier, supply chain security

13.1 Supplier shall comply with all applicable anti-corruption laws, statutes, regulations and codes, including, but not limited to, the U.S. Foreign Corrupt Practices Act (FCPA) and Purchaser's anti-bribery and anti-corruption policy available at <https://www.steelcase.com/corporate-compliance-policies/>. In particular, the Supplier shall not be involved in any form of corruption, whether direct or indirect, active or passive.

13.2 Supplier confirms that it will adhere to the Supply Chain Act (Act on the entrepreneurial duty of care in supply chains) and to the "Steelcase Code of Conduct for Suppliers" which can be downloaded at: <https://www.steelcase.com/eu-en/resources/documents/steelcase-supplier-code-conduct/> and grant to the Purchaser the right provided for therein to monitor compliance with the "Steelcase Code of Conduct for Suppliers" by the Supplier and its suppliers. Further, the Supplier shall obligate possible sub-suppliers to solely deploy reliable personnel and to comply with all applicable, statutory and official regulations, in particular with regard to wages tax, social security, minimum wage and right of residence.

13.3 If the Supplier culpably violates these obligations, the Purchaser has the right, without prejudice to further claims, to revoke or terminate the contract. If it is possible to cure the breach of duty, this right may only be exercised after a reasonable period of time set to cure the breach has expired to no avail.

14. Data protection

14.1 Purchaser and Supplier acknowledge that the performance of these Conditions will require each party to process the personal data of the other party's representatives. This processing activity must be in compliance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR", Official Journal L 119 of 04/05/2016) or any similar **regulation** under any applicable law, and any regulatory requirements or codes of practice governing the use, storage or transmission of personal data. Terminology referenced herein will have the meaning assigned in the GDPR. Each party will ensure that the processing is lawful and will only process the respective personal data for purposes directly related to the performance of the Conditions.

14.2 It is recalled that, given the global nature of the Purchaser, personal data may be stored and processed internally at different group levels (e.g., global, regional, and local) for lawful purposes where the Purchaser or its affiliates, subsidiaries or service providers maintain facilities. Purchaser recognizes that the EU/EEA countries have an omnibus data protection regime that generally restricts the transfer of Personal Data about individuals in the EU to the United States and certain other countries, unless there is "adequate protection" for such information when it is received. To address this restriction and equal restrictions in other countries or regions, the provider commits to apply a consistent set of rules to all transfers of personal information amongst its Group regardless of their location whether within or outside of the EU/EEA countries.

14.3 To provide adequate protection for transfers of Personal Data the Provider along with its affiliates, subsidiaries or service providers enter into the Standard Contractual Clauses for the Transfer of Personal Data to Third Countries ("Model Contract") pursuant to European Commission Decision 2004/915/EC of 27 December 2004. Following the adoption of the European Commission Implementing Decision on standard contractual clauses for the transfer of personal data to third countries on June 4th, 2021, the Purchaser initiates the

process of updating its Standard Contracts in compliance with the new Decision, within the timelines indicated therein.

14.4 In the event the Supplier's performance of the contracted services requires the Supplier to process personal data on behalf of the Purchaser, then the following rules shall apply, and the Parties agree to enter into a subsequent Data Processing Agreement in line with these rules and on the then current Purchaser standard form:

- Purchaser will be the controller and Supplier will be the processor;
- Supplier will process the data solely for the purpose(s) for which it has been contracted and in accordance with the GTC;
- Purchaser will ensure that it is entitled to transfer the personal data to Supplier, in order for the Supplier to provide the contracted Services;
- If required, Supplier will co-operate with Purchaser with regard to the preparation of a privacy impact assessment;
- Supplier will take the appropriate organizational and technical measures to ensure against unauthorized or unlawful processing of the personal data, and against theft, accidental loss or destruction of, or damage to the personal data, as well as measures allowing data security to be ensured, such as encryption of systems hosting the data;
- Supplier will take the appropriate measures that allow the availability of and access to personal data to be restored within an appropriate time in the event of a physical or technical incident and will maintain a procedure to test, analyze and assess the effectiveness of technical and organizational measures to ensure processing security on a regular basis;
- Supplier will keep written records of all the categories of personal data processing activities carried out in relation with these Conditions;
- Supplier will only process and store the personal data for as long as necessary. Upon Purchaser's request, Supplier will confirm deletion and/or destruction of such data, upon the expiration of the above retention period;
- Each party will take reasonable steps to ensure the reliability of any of their own employees who have access to the personal data and ensure that all personnel involved in processing in personal data have committed themselves to confidentiality;
- Supplier will ensure that any and all of its subcontractors who might be processing personal data are subjected to provisions at least as onerous as the provisions related to Supplier herein, and Supplier shall remain at all times fully liable towards Purchaser for any such subcontractors;
- In the event that personal data processing activities require transfers of personal data to a country outside of the European Union, Supplier ensures the legality of the transfer, through one or more of the international transfer mechanisms recognized by the European authorities;
- Each party will comply with any specific guidance or instructions from the relevant supervisory authority;
- Supplier shall immediately notify the Purchaser of any personal data breach concerning the personal data and shall take immediate mitigation steps and collaborate with Purchaser in the response to the data breach.

15. Product-related environmental protection, declaration obligations, hazardous goods

15.1 Supplier will comply with the applicable requirements of the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) regulations enacted in the European Union (European Regulation 1907/2006) and the United Kingdom (UK REACH).

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For each Product, Supplier will provide compliance certificates or other documentation attesting that the Goods Purchaser buys from Supplier do not contain (1) any Substances of Very High Concern (SVHC) above 0.1% by weight of each homogeneous material; (2) any restricted substances; (3) substances requiring authorization, as defined and regulated by EU REACH (European Regulation 1907/2006) and UK REACH.

15.2 If Supplier is an electrical and electronic equipment producer or distributor (within the meaning of the following directives), it will comply with:

- EU RoHS: RoHS Directive 2011/65/EU, as amended by Directives 2015/863/EU and 2017/2102/EU;
- UK RoHS: Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulation 2012 (as amended).

15.3 For each Product, Supplier will:

- Provide copies of the EU Declaration of Conformance and/or UKCA Declaration of Conformance, as applicable
- Provide assurance that Goods are permanently marked with the EU mark and/or UKCA mark, as applicable.

15.4 If the Purchaser expressly requests, Supplier agrees to collaborate with the Purchaser by providing information on the life cycle of the Products, including their carbon footprint, recyclability and energy efficiency.

15.5 Supplier shall indemnify the Purchaser on first demand from and against all claims by third-parties and all purchasers in the supply chain, based on a culpable breach of the REACH Regulation by the Supplier. Also included in this are the necessary legal defense costs.

15.6 If the goods delivered include goods which are to be classified as hazardous goods pursuant to the international regulations, the Supplier shall notify the Purchaser hereof in the order confirmation at the latest, in a form agreed between Supplier and Purchaser.

16. Collaboration between the contract parties

16.1 Each contract party shall name a specialist person to the other respective party who shall arrange for decisions to be made in connection with performance of the agreed services.

16.2 The Supplier's contact person will receive from the Purchaser in the agreed data format all the texts, documents, information and data which, from the Purchaser's perspective, are required for performance of the services and are at the disposal of the Purchaser, unless they are otherwise available for the Supplier. If the Supplier considers the information to be inadequate, Supplier will notify Purchaser thereof without undue delay.

17. Naming as a reference customer

Supplier undertakes to only name the Purchaser as a reference customer and/or to advertise using products it developed for the Purchaser in the contractual relationship with the Purchaser if the Purchaser has given its prior consent in text form.

18. Force majeure

18.1 Neither party may be held liable and no compensation may be claimed from it in the event of total or partial non-performance of any of its obligations, if such non-performance is due to the occurrence of an event constituting force majeure, having the characteristics defined by German statutory law and cases.

18.2 It is however specified that the labor disputes of the Supplier or its subcontractors, the lack of personnel of the Supplier or its subcontractors, breakdowns or work stoppages at the Supplier or its subcontractors do not constitute force majeure.

18.3 The Party affected by an event of force majeure shall inform the other Party in writing as soon as possible and at the latest within three (3) calendar days of the occurrence of an event of force majeure preventing it from performing its obligations and shall do its utmost to

reduce as much as possible the harmful effects resulting from this situation.

18.4 If the force majeure event should continue for a period of more than fifteen (15) calendar days, the Purchaser shall have the option of terminating the affected purchase orders by any means.

19. Jurisdiction and venue, applicable law

19.1 At the discretion of the Purchaser, either the courts of Munich or the courts with jurisdiction at the registered office of the Supplier shall have jurisdiction and venue over all disputes ensuing from or in connection with the business relationship between the Purchaser and the Supplier, irrespective of the cause in law. In cases where legal action is taken against the Purchaser, the courts of Munich shall have exclusive jurisdiction and venue, however. Mandatory statutory provisions on exclusive jurisdiction shall be unaffected hereby.

19.2 The contracts concluded between the Purchaser and the Supplier are governed by the laws of the Federal Republic of Germany excluding the United Nations Convention on Contracts for the International Sale of Goods – CISG.

20. Assignment, set-off, final provisions

20.1 Supplier is not entitled to assign its claims under the contractual relationship to third parties. This does not apply if the claims are monetary claims.

20.2 Purchaser has the rights of set-off and retention and the defense of non-performance of the contract to the extent provided by statute. In particular, the Purchaser is entitled to withhold outstanding payments as long as the Purchaser is still entitled to claims against the Supplier based on incomplete or deficient performance. Supplier has a right of set-off or retention only if based on counterclaims that have been finally and non-appealably established or are uncontested.

20.3 If one or several terms should be ineffective in whole or in part, the effectiveness of the remainder of the terms shall be unaffected thereby. Insofar as the ineffective clauses contain an effective, appropriate part, that part shall remain upheld. Insofar as the contract or these General Purchasing Terms contain gaps, those legally effective terms shall be deemed agreed to complete the gaps which, given the economic targets of the contract and the purpose of these General Purchasing Terms, the contracting parties would have agreed upon had they identified the gap in the terms.