

Terms and Conditions of Purchase for the Supply of Production-Related Hardware, Non-Production-Related Material, Services and Software

A. General section

1. Scope of application / General information / Conclusion of contract

- 1.1. These Terms and Conditions of Purchase apply in business dealings with entrepreneurs.
- 1.2. The following Terms and Conditions of Purchase ("TCP") shall apply exclusively, unless otherwise agreed in writing. In the event of conflicts, the provisions of the Special Sections of the TCP shall prevail over those of the General Section. Conflicting, deviating or supplementary general terms and conditions of the Supplier shall only become part of the contract if Vector expressly agrees to them in writing. Acceptance of deliveries and/or services of the Supplier or the payment thereof shall not be deemed to constitute approval. The TCP shall also apply to the future business relationship with the Supplier, even if the TCP are not expressly agreed again. Likewise, any previously agreed general terms and conditions of the Supplier which conflict with or supplement these TCP shall no longer be accepted.
- 1.3. These TCP shall apply to supplies of production-related hardware, non-production-related material, services, software or other performance by the Supplier (hereinafter collectively referred to as "Object of the Contract").
- 1.4. The contract shall be concluded upon the unconditional acceptance of Vector's order by the Supplier; such acceptance shall observe at least text form. If the Supplier commences performance after receipt of the order, this shall have the same effect.
- 1.5. Cost estimates by the Supplier shall be binding and shall not be compensated by Vector, unless expressly agreed otherwise.
- 1.6. Delivery call-offs within the context of order and call-off planning shall become binding if the Supplier does not object within two working days of receipt.
- 1.7. If Vector does not receive the acceptance of the order (order confirmation) within five working days from the order being received, Vector shall be entitled to cancel the order without giving rise to any claims on the part of the Supplier in this context.
- 1.8. Unless expressly agreed otherwise, the contractual terms shall apply for the delivery in the following order of priority:
 - (a) Vector's order, accepted by the Supplier, together with any attachments,

- (b) these TCP,
- (c) the technical performance specification in the Supplier's offer (excluding commercial and legal content).

2. General principles of performance, subcontractors

- 2.1. In performing the respective tasks, the Supplier shall comply with Vector's specifications. The Supplier shall render deliveries and services with due care and in accordance with the latest state of the art. The Supplier shall observe the current technical standards, safety regulations, agreed technical specifications, the statutory and regulatory provisions applicable at the time of performance.
- 2.2. The use of subcontractors ("Subcontractors") by the Supplier shall require Vector's prior written consent; this is irrespective of whether Vector could recognise or foresee that Subcontractors would be used at the time the order was made. Consent to the use of Subcontractors may not be unreasonably withheld.
- 2.3. In the event that consent is granted, the Supplier shall remain responsible vis-à-vis Vector for the proper contractually owed performance. Subcontractors are vicarious agents (*Erfüllungsgehilfen*) of the Supplier. With regard to the tasks undertaken by the Subcontractor, the Supplier shall impose on the Subcontractor all obligations the Supplier owes to Vector, and ensure that they are fulfilled. The Supplier shall provide evidence thereof at Vector's request.
- 2.4. To the extent that Subcontractors are used without the consent of Vector, Vector shall be entitled to withdraw from all orders concerned; section 323 German Civil Code (BGB) shall apply accordingly; this shall not affect claims for damages.

3. Quality assurance requirements

- 3.1. The Supplier shall conduct, maintain and continuously improve effective quality assurance and shall provide evidence thereof to Vector upon request. For this purpose, the Supplier shall use a quality assurance system with the elements of ISO 9000 et seqq. or equivalent and shall obtain a corresponding certification.
- 3.2. Vector shall be notified in writing or text form without undue delay of any changes of the Supplier's certification status with regard to quality management. Upon the renewal of its quality management certificate, the Supplier shall submit a copy to Vector. The Supplier will provide such certificate without being prompted and in a timely manner.
- 3.3. Subject to prior notice, Vector shall be entitled to review or audit the quality assurance system of the Supplier, either itself or by commissioning third parties. In scheduling such reviews or audits, Vector shall take the interests of the Supplier reasonably into account. The Supplier shall also allow scheduling at short notice, if required.

- 3.4.** In the context of audits, the Supplier shall grant Vector's employees and other commissioned parties access to all establishments, warehouses and other areas related to the order, as well as access to all documents with relevance to quality. If necessary, the end customer of Vector or of Affiliated Companies (hereinafter collectively referred to as "End Customer") may be present at the meeting. Vector shall respect required and reasonable restrictions on audit activities to protect the Supplier's trade secrets.
- 3.5.** If quality problems are attributable to the sphere of the Supplier's Subcontractors, the Supplier shall, at Vector's request, make possible a quality management audit at the Supplier's Subcontractors, if necessary also in the presence of the End Customer.
- 3.6.** The Supplier shall use suitable test and measurement equipment in the production of the Object of the Contract and shall regularly check and calibrate such equipment. The Supplier will maintain and continuously improve the qualifications of its personnel.
- 3.7.** Special provisions for production-related hardware:
- 3.7.1.** In the event of defects, the Supplier shall, without undue delay after being notified of the defect, carry out a root cause analysis in accordance with the 8D method and/or shall use the complaint report template specified by Vector.
- 3.7.2.** At least once per quarter, the Supplier shall prepare and submit to Vector a report on the evaluation and statistics of the defects of the Object of the Contract detected during production and subsequent performance (*Nacherfüllung*). If necessary, Vector may request that a report on the evaluation and statistics of defects is submitted in shorter intervals. The Supplier shall obtain Vector's prior consent with regard to the employed methods of defect evaluation and statistics. Consent may not be unreasonably withheld.
- 3.8.** In order to mitigate the harmful effects of production-related hardware and non-production-related materials on people and the environment, the Supplier shall define, implement and maintain an appropriate environmental management system. At Vector's request, the Supplier shall obtain certification in accordance with DIN EN ISO 14001.
- 3.9.** If the Supplier violates one of its obligations under clause 3, Vector shall be entitled to withdraw from all orders concerned; § 323 BGB shall apply accordingly; this shall not affect claims for damages.

4. Dates, deadlines and consequences of default

- 4.1.** Any agreed dates and deadlines shall be binding.
- 4.2.** Vector shall be notified without undue delay by phone and subsequently in writing of any circumstances that jeopardize compliance with agreed dates and deadlines. The postponement of agreed dates and deadlines requires a written agreement with Vector.
- 4.3.** If the Supplier is in default with the performance, a contractual penalty amounting to 0.25% of the net remuneration agreed for the relevant performance shall be paid for each working day of default, up to a maximum of 5% of the net remuneration agreed for the relevant performance. Unless time-barred, the contractual penalty may be claimed until the due date of the final payment with respect to an order, even if performance or subsequent performance is accepted without a corresponding reservation.
- 4.4.** The contractual penalty shall not affect any further claims and rights of Vector. If the contractual penalty is claimed, it shall be offset against claims for damages due to default which are asserted.

5. Change in requirements ("change request")

If Vector deems it necessary to change certain requirements in an order that has already been accepted, the Supplier shall agree to such changes, unless this is unreasonable for the Supplier. To the extent that the implementation of the change request affects the further execution of the order, the Supplier shall be entitled to demand an appropriate adjustment of the contractual terms, in particular with regard to the remuneration and/or the agreed dates and deadlines.

6. Remuneration and terms of payment

- 6.1.** The remuneration stated in the order covers DDP deliveries within the meaning of Incoterms 2020 et seqq., including packaging, and shall be binding. It settles the remuneration for the delivery/the provision of the Object of the Contract, including any support services.
- 6.2.** Unless the accepted offer stipulates otherwise, payment of the remuneration shall be made either within 14 days (hereinafter: "discount period"), with a deduction of a 3% discount, or without deduction within 30 days from the due date of the remuneration and the Object of the Contract, subject to the proviso that receipt of a proper invoice shall be a requirement for payment. The early payment discount may also be applicable if payment is not made within the discount period due to a refusal to perform because of defects or due to a set-off. Payment shall be subject to audit of the invoice.

- 6.3.** The invoice shall be due for payment provided that it complies with the requirements of the law, includes activity documentation with details on the employees, working hours, work location and activities, the order number and the reference specified in Vector's order.

7. Force majeure

- 7.1.** Force majeure, the interruption of business operations through no fault of Vector's, unrest, pandemics, epidemics, government measures and other unavoidable events shall release Vector from the obligation to accept the Supplier's performance in due time while they persist. During such events and for a time period of two weeks after their conclusion, Vector shall be entitled – without prejudice to its other rights – to withdraw from the contract in whole or in part, provided that such events are not of insignificant duration and Vector's requirements are substantially reduced due to the alternative procurement that was required because of such events.

- 7.2.** The provisions of clause 7.1 shall also apply in the event of labour disputes.

8. Acceptance, duty to examine and give notice of defects

8.1. Acceptance

If acceptance is contractually agreed or required by law, the following shall apply:

- 8.1.1.** The Supplier shall notify Vector in writing of the readiness for acceptance. Vector shall inspect the Object of the Contract to be accepted within a reasonable period of time, if possible within 8 weeks after notice of readiness for acceptance is made. To this end, Vector shall, to the extent that Vector deems this necessary at its sole discretion, perform a function test under (simulated) operating conditions. At Vector's request, the Supplier shall support Vector free of charge. Vector shall make a record of any defects occurring during the review.
- 8.1.2.** Vector shall declare acceptance if no defects are present, or if only insignificant defects are present which do not materially impair the contractual use of the Object of the Contract. Acceptance shall be declared expressly and in writing. Implicit acceptance, including acceptance through the commencement of use in production, shall be excluded.
- 8.1.3.** If acceptance is declared for performance rendered in separate parts, Vector shall be free to claim defects of already accepted performance parts in the context of the overall acceptance, provided that such defects only become apparent through the interaction of the performance parts.

8.2. Duty to examine and give notice of defects

If no formal acceptance is agreed, Vector's duty of examination regarding the Object of the Contract upon receipt/delivery shall be limited to obvious damage, in particular transport damage, deviations in the identity and quantity of the delivery and the determination of the contractual quantity, unless otherwise agreed with the Supplier under a quality assurance agreement. Vector shall provide notice of defects within 2 weeks after delivery and of other defects within 2 weeks after their discovery. The Supplier waives the right to claim that a defect was notified too late (*verspätete Mängelrüge*) in accordance with § 377 German Commercial Code (HGB).

9. Liability for defects

9.1. Liability for defects in material and workmanship

- 9.1.1. The contractual performance shall be deemed free from defects only if – depending on the contractual performance – it has the quality owed at the time of the passing of risk, such as in particular the time of acceptance or delivery. If no agreements have been made with regard to quality, the contractual performance shall be deemed free of defects if it is suitable without restriction for the contractually intended use and corresponds at least to the quality described in the performance specification or other documentation.
- 9.1.2. Vector shall choose the type of subsequent performance (remediation of defects or repeated contractual performance). The Supplier may refuse the type of subsequent performance chosen by Vector if such subsequent performance is only possible at unreasonable costs. If Vector demands subsequent performance from the Supplier within a certain period of time without specifying the type of subsequent performance, the request for subsequent performance shall, in case of doubt, be interpreted in such a way that Vector leaves the choice of the type of subsequent performance to the Supplier in this specific individual case.
- 9.1.3. In the context of subsequent performance, the Supplier shall complete the defect report provided by Vector or a defect report prepared in consultation with Vector.
- 9.1.4. Subsequent performance shall be deemed to have failed after the first unsuccessful attempt if, after the first subsequent performance attempt, the contractual performance shows the same or a different, new defect and if it is to be feared that the contractual performance will also be defective after the second subsequent performance attempt. Vector shall be free to continue to demand subsequent performance.

- 9.1.5.** After Vector's request for the remediation of the defect, the Supplier shall commence remedying the defect without undue delay.
- 9.1.6.** If the Supplier does not begin remedying the defect without undue delay after having been requested to do so, then Vector shall be entitled, in cases where, due to special urgency, it is unreasonable to wait for the fruitless expiry of a reasonable grace period set for the Supplier, to remedy the defect itself or to have it remedied by third parties at the Supplier's cost and to claim reimbursement of the necessary expenses. Vector shall, if possible, inform the Supplier in advance about the urgency of the circumstances and the fact that the defect will be remedied imminently, in order to still enable the Supplier to remedy the defect without undue delay.
- 9.1.7.** Vector shall furthermore be entitled to remedy the defect itself or to have it remedied by a third party at the cost of the Supplier instead of withdrawing from the contract or reducing the price, and to claim reimbursement for the necessary expenses, if Vector has unsuccessfully set a reasonable deadline for the Supplier to remedy the defect. Vector shall inform the Supplier without undue delay about its exercise of such rights due to defects and about the nature and extent of the urgent measures.
- 9.1.8.** Clauses 9.1.6. and 9.1.7. shall not apply if the Supplier refuses to remedy the defect and is justified in its refusal.
- 9.2.** Liability for defects in title
 - 9.2.1.** The Supplier warrants that the performance under the contract is free of any third-party rights (including industrial property rights and copyrights) which restrict the contractual use of the contractual performance.
 - 9.2.2.** If the contractual performance infringes third-party rights, the Supplier shall, at Vector's option, by way of subsequent performance either procure the right to use the contractual performance as intended by the contract or to enable such use of the contractual performance through alteration of the contractual performance.
 - 9.2.3.** The Supplier shall indemnify Vector and End Customers against all claims of third parties for the infringement of rights.
 - 9.2.4.** If claims are put forward against Vector for the infringement of third-party rights, the Supplier shall itself, independently at its own expense, conduct the legal defence on Vector's behalf. However, Vector shall be entitled to conduct the legal defence itself if it so chooses. In this case, the Supplier shall reimburse Vector for the required expenses. To the extent necessary, Vector shall provide reasonable support to the Supplier in its defence

against the asserted third-party claims, at the Supplier's expense. If Vector conducts the legal defence itself, it shall coordinate with the Supplier appropriately.

- 9.2.5.** The claims against the Supplier referred to in clauses 9.2.3 and 9.2.4 do not apply to the extent that the Supplier is not answerable for the infringement of third-party rights.
- 9.3.** The place of performance for the remediation of defects (subsequent performance) is the location where the contractual performance is located according to the purpose of the contract. Unless expressly agreed otherwise, this shall be one of the sites of Vector or an Affiliated Company or a location of an End Customer. If multiple locations are possible, Vector shall be entitled to determine the specific location.
- 9.4.** If requested by Vector, the subsequent performance owed by the Supplier shall also include sorting out the defective Object of the Contract at the place of subsequent performance.
- 9.5.** To the extent that Vector incurs costs due to the defective contractual performance, in particular transport, travel, labour, installation, removal, material costs or costs for sorting out, the Supplier shall bear such costs.
- 9.6.** In the event that a request of Vector for the remediation of a defect is unjustified, the Supplier may claim compensation for expenses and/or damages, provided that the Supplier proves that Vector is at fault.
- 9.7.** Limitation of claims for defects
- 9.7.1.** The limitation period shall be 2 years for material defects and 3 years for defects in title. The limitation period for defects in title shall commence upon the transfer of risk to Vector or the declaration of acceptance by Vector, as the case may be. The limitation period for material defects shall commence with the delivery of the Object of the Contract to the End Customers or, in the case of Objects requiring acceptance, with the acceptance by the End Customers, but no later than 6 months after the transfer of risk to Vector. Should the statutory limitation period for claims for defects be longer, in particular in cases of fraudulent intent, such longer limitation period shall apply instead.
- 9.7.2.** A notice of defect shall suspend the limitation period until successful subsequent performance.
- 9.7.3.** To the extent that the Supplier fulfils its obligation of subsequent performance through rework, the limitation period for the contractual performance or part thereof rendered as subsequent performance shall start anew in accordance with clause 9.7.1, unless only a minor defect is

remedied by subsequent delivery without significant effort (and is in particular immaterial in scope and does not require significant expense or time) and if the Supplier has expressly declared the reservation that the replacement delivery/subsequent performance is undertaken only as a gesture of goodwill, to avoid disputes or in the interest of the continuation of the supply relationship.

10. Liability and liability insurance

10.1. Liability

10.1.1. Unless agreed otherwise, the liability between Vector and the Supplier shall be governed by the provisions of the law.

10.1.2. The Supplier shall be answerable for the culpability of its subsuppliers and subcontractors as if it was its own.

10.1.3. In addition to compensation for its own damages, Vector shall also be entitled to claim compensation for damage incurred by the Affiliated Companies; Vector may collect on such claims as if for its own damage.

10.2. Product / business liability insurance

The Supplier shall be obligated to ensure adequate product/business liability insurance coverage, which shall include recall costs with regard to its obligations. The insurance policy including the applicable insurance terms as well as proof of payment of the premium shall be submitted to Vector upon request within two weeks. If documentation is not provided in a timely fashion, Vector shall be entitled to withdraw from all orders concerned; § 323 BGB shall apply accordingly; this shall not affect claims for damages.

11. Provided items

11.1. All items of any kind provided by Vector shall remain the property of Vector. They may only be used by the Supplier for the intended purpose. Upon request, the Supplier shall immediately return the provided items. The Supplier shall not have a right of retention.

11.2. The Supplier shall carry out all necessary maintenance and inspection work on the provided items at its own expense and provide adequate insurance coverage. The Supplier shall provide evidence of its compliance with these obligations at Vector's request.

12. Contact persons

The Supplier shall name the respective project manager and, at Vector's request, all other responsible contact persons, including their representatives, and shall provide Vector with the contact details. The project manager and the respective contact persons must be able to provide the necessary information and either make or procure decisions without undue delay and inform Vector without undue delay if and to the extent that the execution of the order requires this or to the extent that changes occur with regard to the staffing of the respective functions.

13. Confidentiality, information security and data protection

- 13.1. All trade secrets, information of a business or technical nature, including items, documents (such as construction plans, drawings, models and the like), software, as well as know-how and experience (collectively: "confidential information") made available by Vector shall be kept secret from third parties as long as and to the extent that they are not already demonstrably known to the public.
- 13.2. All rights to such information (including property rights and copyrights, industrial property rights such as patents, utility models, semiconductor topology, etc., as well as the right to apply for them) shall remain with Vector. To the extent that the confidential information made available by Vector originates from third parties, this reservation of rights shall also apply to the benefit of such third parties.
- 13.3. Confidential information and the products made with it may only be used to the extent that their use is indispensable for the purpose of delivery to Vector and for the minimum required period. They shall not be used outside these purposes, in particular not for own production or for deliveries to third parties.
- 13.4. The Supplier shall disclose confidential information only to those employees of its company who need to know the information for the purpose of supplying Vector (need-to-know principle), and who are correspondingly bound to confidentiality.
- 13.5. The Supplier shall only disclose confidential information to third parties if Vector has given its prior written consent to do so and if the Supplier has demonstrably obligated such third parties to maintain confidentiality accordingly.
- 13.6. The Supplier shall take the measures possible according to the state of the art at any given time regarding information security in order to effectively protect all confidential information against access by unauthorised third parties. In doing so, the Supplier should at minimum meet requirements pursuant to the relevant applicable regulations in the TISAX VDA ISA and the ISO/IEC 27000
- 13.7. At Vector's request, all confidential information made available by Vector, including any copies, recordings or other reproductions, as well as items provided on loan, shall be returned to Vector or destroyed without undue delay. The Supplier shall

not have a right of retention. In the event that such things are destroyed, this shall be confirmed in writing.

Excluded from this is confidential information whose return or destruction is not possible for technical reasons (electronic back-up systems) or would violate statutory retention requirements.

- 13.8.** The Supplier shall be obligated to comply with all data protection regulations as amended from time to time. The Supplier shall bind its employees and any subcontractors (if applicable) to these data protection obligations. The Supplier shall furthermore ensure that the employees entrusted with the contractually agreed tasks and activities are aware of the data protection obligations.

In addition, the Supplier shall monitor compliance with data protection regulations by its employees and shall ensure data protection and data security by means of appropriate technical and organisational measures.

Insofar as the Supplier processes personal data on Vector's behalf, the parties shall first conclude an agreement for commissioned data processing.

- 13.9.** Vector may at any time require the Supplier to provide evidence of compliance with the provisions contained in this clause 13, in particular the implementation of the specified security requirements. The Supplier shall provide all information required for this purpose and shall submit the relevant documents in full, provided that this does not conflict with any third-party rights.

14. Assignment prohibition

The Supplier may assign its claims against Vector or have them collected by third parties only with Vector's prior written consent, which shall not be unreasonably withheld. If the Supplier assigns a monetary claim against Vector without Vector's prior written consent, the assignment shall nevertheless be effective pursuant to § 354a HGB. Vector may, however, at its own option make payment to the Supplier or the third party, discharging the debt. The Supplier shall furthermore reimburse Vector for any additional costs incurred in connection with the assignment.

15. Set-off, retention

- 15.1.** The Supplier shall be entitled to perform a set-off if its counter-claims are uncontested, confirmed by final judgement or accepted by Vector. Counter-claims of the Supplier from the same contractual relationship shall also be exempted from the prohibition of set-off.
- 15.2.** The Supplier may only exercise a right of retention if the counter-claim on which basis it asserts the right of retention is uncontested, confirmed by final judgement or ready for a decision and based on the same contractual relationship.

- 15.3.** Vector shall also be entitled to set off claims of Vector's affiliated companies ("Affiliated Company/ies") pursuant to §§ 15 et seqq. AktG (German Stock Corporation Act) against claims of the Supplier. Vector shall furthermore be entitled to set off its claims against claims of the Supplier against an Affiliated Company.

16. Code of Conduct for Business Partners

The Supplier undertakes to comply with the principles set out in Vector's Code of Conduct. The Code of Conduct may be updated at any time and shall become part of the contract regardless of whether the Supplier has separately signed it. The current version, as amended from time to time, is available at <https://www.vector.com/de/de/unternehmen/ueber-vector/unsere-verantwortung/markt/>.

17. Severability clause

Should any of these contractual terms be or become invalid in whole or in part, the validity of the remaining contractual terms shall not be affected thereby. The Parties undertake to agree, in place of the invalid provisions, on a valid contractual term that comes as close as possible to the intent and commercial purpose of the invalid contractual provision. The same applies in the case of an intended gap.

18. Governing law

German law shall apply exclusively, excluding the conflict of law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

19. Written form

Additions and changes to orders as well as to these TCP shall require the written form. This also applies for the abolition of this written form clause. Any changes which fail to comply with the written form requirement shall be invalid. The validity of individual agreements (regardless of their form) shall not be affected by this written form clause.

20. Place of jurisdiction

The place of jurisdiction for all disputes arising directly or indirectly from contractual relationships which are based on these contractual terms shall be Stuttgart. Vector shall be furthermore entitled, at its own discretion, to also sue the Supplier at the court with jurisdiction for its registered seat or establishment, or at the court with jurisdiction for the place of performance.

B. Special section for production-related hardware and non-production-related material**1. Delivery, outgoing goods inspection, dates and deadlines, consequences of default**

- 1.1.** Deliveries shall be made DDP pursuant to Incoterms 2020 et seqq. to the destination specified in the order. If the place of destination is not specified in the order and unless otherwise agreed, the place of destination shall be the premises at Vector's seat. The respective place of destination is also the place of performance.
- 1.2.** The Object of the Contract shall be properly packaged, shipped and adequately insured at the Supplier's expense. In this context, all relevant packaging and shipping regulations must be observed. Delivery notes or packing slips shall be enclosed with each delivery. The order numbers and the references specified in Vector's order shall be indicated in all documents. There is no obligation to return the packaging unless expressly agreed. However, at Vector's request, the Supplier shall take back the packaging at the place of destination at the Supplier's expense. Any additional costs arising from non-compliance with the above provisions shall be borne by the Supplier.
- 1.3.** In the context of the outgoing goods inspection, the Supplier shall carry out a check for each individual Object of the Contract which shall meet at least the requirements of the inspection plan specified by Vector. To the extent that Vector has not specified a test plan, the Supplier shall prepare its own inspection plan and use it when performing the test. Such inspection plan shall require the prior consent of Vector. Consent may not be unreasonably withheld. The inspection plan specified or approved by Vector shall not release the Supplier from its obligation to independently develop and apply any additional test criteria that may be required.
- 1.4.** Any agreed dates and deadlines shall be binding. The arrival of the Object of the Contract at the place of destination shall be decisive for compliance with delivery dates or deadlines.
- 1.5.** Should the Supplier foresee problems with regard to production, supply of input material, meeting the delivery date or similar circumstances that could prevent the Supplier from delivering on time or in the agreed quality, the Supplier shall notify Vector thereof without undue delay, observing at least text form. The postponement of agreed dates and deadlines requires a written or text agreement with Vector.
- 1.6.** The unconditional acceptance of a delayed delivery or performance shall not constitute a waiver of Vector's claims for compensation due to the late delivery or performance; this shall apply until the remuneration owed by Vector for the relevant delivery or performance has been paid in full.

1.7. Early deliveries or partial deliveries shall require Vector's prior consent.

2. Object of the Contract, information duties

- 2.1. The Object of the Contract shall correspond to Vector's order in terms of its design, specifications and classification. In case of doubt, the quantities, dimensions and weights determined by Vector during the incoming goods inspection shall be decisive. Vector shall not be obligated to accept partial or additional deliveries which were not agreed upon.
- 2.2. If Vector has informed the Supplier about the intended use of the Object of the Contract or if such intended use is apparent to the Supplier even without express notification, the Supplier shall be obligated to inform Vector without undue delay if the Object of the Contract is not suitable to fulfil such intended purpose of use.
- 2.3. The Supplier shall grant Vector the right to use the Object of the Contract (including any modifications and/or expansions/enhancements) without any restrictions, both for its own purposes as well as for the purposes of Vector's Affiliated Companies, unless otherwise agreed in the order. This grant of rights shall also include the power to exercise the aforementioned rights of use for Vector's purposes or for the purposes of the Affiliated Companies through third parties.
- 2.4. The Supplier shall be obligated to deliver the complete documentation together with the Object of the Contract. The type, scope, content requirements and file format/language of the documentation as well as the content of a specification document Vector considers necessary shall be set out in the order. This shall apply accordingly to any modifications or expansions of the Object of the Contract through the change request process.
- 2.5. To the extent required, the Supplier shall detail the requirements of the order with Vector's assistance and develop a corresponding detailed concept, which shall be submitted to Vector for approval. Vector shall comment on the concept in text form in good time and shall approve it if it is prepared in accordance with the contract. The approved detailed concept shall be binding for the further work on the Object of the Contract.
- 2.6. The Object of the Contract shall at minimum comply with the current recognised state of the art. The Object of the Contract shall conform with the provisions on CE labelling, the UVV, RoHS and REACH norms as well as all other relevant technical safety rules, the relevant provisions on compliance with limits for chemical substances and applicable legal requirements in Germany, the EU, in the EEA states as well as in Switzerland. The Supplier shall provide the relevant certificates and/or declarations of conformity. Vector shall be entitled to demand further evidence of conformance with technical safety and/or legal requirements. With

each delivery, the Supplier shall advise Vector of any special treatment and disposal requirements which are not generally known.

3. Readiness for delivery, spare parts, manufacture discontinuation, change of the Object of the Contract

- 3.1.** For the time period of customary use, but at least for 5 years after the last delivery of the Object of the Contract, the Supplier shall ensure, at reasonable prices and on reasonable terms, the availability of replacement equipment and spare parts for the Object of the Contract. In this context, in case of doubt, prices shall be deemed reasonable if they are not more than 3% higher than the market price at the time of the order.
- 3.2.** The Supplier shall notify Vector in writing of a planned manufacture discontinuation (discontinuation of production of Object of the Contract or its spare parts) or planned changes in the nature of the composition of the Object of the Contract or its spare parts or in the nature of the design compared to the similar Objects of the Contract or their spare parts previously delivered by the Supplier to Vector; such notification shall be made without undue delay, but in any event no later than 6 months before such manufacture discontinuation or change is implemented. In this case, the Supplier shall ensure that Vector is provided a Last Time Buy option during the aforementioned period and shall assist Vector without undue delay to the best of its ability in the selection of suitable alternatives. To the extent that this is necessary in Vector's opinion, the Supplier shall stockpile, at its own expense and risk, the needed supply of the Object of the Contract as determined based on the Last Time Buy.
- 3.3.** The delivery to Vector of a modified Object of the Contract or spare part instead of the agreed Object of the Contract shall require Vector's prior written consent.
- 3.4.** Clauses 3.2 and 3.3 shall apply accordingly to a change in the sources of procurement for input materials, components, manufacturing sites as well as to all other material changes in the manufacturing process and to Suppliers with whom Vector has a continuous business relationship.

4. Repairs

- 4.1.** With regard to repairs that are not covered by a claim for the remediation of defects, the Supplier shall submit a valid price list to Vector. If such a price list does not exist or is not applicable, the Supplier shall provide Vector with a binding offer before the repair order is placed.
- 4.2.** If Vector commissions the Supplier to repair the Object of the Contract, the Supplier shall carry out such repair within 2 weeks. The deadline begins to run with the placement of the repair order and the receipt of the Object of the Contract at the location of the Supplier. Returns are made DDP pursuant to Incoterms 2020 et

seqq. ("free of charge") to the destination specified in the repair order. If the place of destination is not specified in the order and unless otherwise agreed, the place of destination shall be the premises at Vector's seat. The receipt of the repaired Object of the Contract at the place of destination shall be decisive for the end of the period.

- 4.3.** In the context of the repair order, the Supplier shall complete the defect report provided by Vector or a defect report prepared in cooperation with Vector.

5. Relocation of production

Any relocation of the production or parts of the production of the Object of the Contract shall require Vector's prior written consent. The information must be provided with the start of the relevant planning activities.

C. Special section for services

1. Performance, dates and deadlines, consequences of default

- 1.1** The Supplier shall perform the agreed services observing the due care of a prudent businessman and in accordance with the current state of art and science.
- 1.2** Vector shall support the Supplier in this context to the extent necessary, in particular by providing the required information.
- 1.3** The Supplier guarantees that services are rendered only by employees who have the necessary skills, experience and qualifications. Should Vector have justified doubts regarding the qualification of any of Supplier's employees, Vector shall be entitled to request an immediate replacement of such employee.

2. Contractual performance, information duties

- 2.1** If Vector has informed the Supplier about the intended use of the contractual performance or if such intended use is apparent to the Supplier even without express notification, the Supplier shall be obligated to inform Vector without undue delay if the contractual performance is not suitable to fulfil such intended purpose of use.
- 2.2** The Supplier shall grant Vector the right to use the contractual performance (including any modifications and/or expansions) without any restrictions, both for its own purposes as well as for the purposes of Vector's Affiliated Companies, unless otherwise agreed in the order. This grant of rights shall also include the power to exercise the aforementioned rights of use solely for Vector's purposes or for the purposes of the Affiliated Companies through third parties.
- 2.3** To the extent required, the Supplier shall be obligated to deliver the complete documentation together with the contractual performance. The type, scope, content requirements and file format/language of the documentation as well as the

content of a specification document Vector considers necessary shall be set out in the order. This shall apply accordingly to any modifications or expansions of the Object of the Contract through the change request process.

- 2.4** To the extent required, the Supplier shall detail the requirements of the order with Vector's assistance and develop a corresponding detailed concept, which shall be submitted to Vector for approval. Vector shall comment on the concept in text form in good time and shall approve it if it is prepared in accordance with the contract. The approved detailed concept shall be binding for the further work.

D. Special section for software

1. Rights of use

- 1.1.** In providing the software to Vector, the Supplier grants Vector a non-exclusive, transferable, irrevocable right, unlimited in space and time, to use the software in any system environment and on any hardware or to have third parties use it on Vector's behalf (e.g. outsourcing or hosting). In the latter case, Vector shall inform the Supplier thereof in writing in advance and Vector shall, at the Supplier's request, provide the Supplier with the third party's declaration that the software will be kept secret and used exclusively for the purposes of Vector and its Affiliated Companies. The Supplier shall provide Vector with the source code of any software components.
- 1.2.** The term "right of use" within the meaning of these provisions includes (i) rights of use for all types of use possible in accordance with §§ 15 - 27 German Copyright Act (*UrhG*) and §§ 69 a - g *UrhG*, as well as (ii) the right to transfer the software to another location, to sell it, to lease it, to lend it, to adapt it with configuration tools, to make copies of it for backup and archiving purposes and to combine it with hardware or software products of other manufacturers. In addition, the software can also be used on a fallback system and within a network.
- 1.3.** The right of use pursuant to clause 1.1 and clause 1.2 shall also include Vector's right to provide the software (in addition to its own use of it) to Vector's Affiliated Companies, including such joint ventures and companies in which Vector holds a minority interest in accordance with the provisions of these terms, for their own use and/or to use it or have it used for these Affiliated Companies. This also includes external third parties who work for or on behalf of Vector and its Affiliated Companies for Vector's internal purposes. This right of use for comprehensive exploitation within the meaning of this clause 1.3 shall be temporary and shall lapse six (6) calendar months after the date on which Vector and the using Affiliated Company cease to be affiliated with each other.

- 1.4. The granting of rights pursuant to clause 1.1 to clause 1.3 shall always be limited to the number of licences granted.
- 1.5. In all cases of a transfer, Vector shall also transfer all its obligations arising from the licence and shall cease its own use.
- 1.6. This grant of rights shall apply equally to the documentation pursuant to clause 2.3 and to updates provided to Vector for the purpose of correcting defects, as well as to all future versions of the software, unless otherwise agreed in individual cases.

2. Delivery of the software; documentation

- 2.1. The software shall in general be delivered on data carriers provided at no cost. Only after prior consultation with Vector may the software be provided by download from a server of the Supplier. Should the Supplier make the software available for download, the Supplier shall provide Vector with permanent access, including all necessary access data, to the relevant download portal. Early deliveries or partial deliveries shall require Vector's prior consent.
- 2.2. The Supplier shall also provide Vector with the documentation necessary/helpful for the use of the software; such documentation shall, if applicable, be adapted to Vector's needs (e.g. in the context of an individual customization of the software).
- 2.3. The documentation for software components, shall consist of user documentation, a brief description and a technical documentation. It shall in particular also be stated what effects the offered software product has on the storage capacity and performance of the system.
- 2.4. The user documentation for installation and administration shall describe all necessary procedures in such a way that they can be understood by trained personnel. In addition, the documentation shall also describe typical and foreseeable problems and how to remedy them. The documentation must meet common current standards that apply at the time of the installations of the software.
- 2.5. The documentation shall be provided to Vector in a machine-readable format in German and English. It shall be in one of the following formats: MS Excel, MS Word, PDF. The remuneration for the software licence also covers the documentation.
- 2.6. Vector shall have the unrestricted right to copy the documentation for use in accordance with the contract and for training purposes, to make it publicly available to the user and to use it in any other way.

3. Installation requirements, secondary contractual duties of cooperation and providing equipment/material

- 3.1.** In its offer, the Supplier shall expressly and exhaustively list the installation requirements to be met by Vector as well as any other required secondary contractual duties of cooperate on the part of Vector.
- 3.2.** In addition to the duties of cooperation and to provide equipment/material expressly set out in the individual contract, the Supplier may require of Vector additional duties to cooperate or to provide equipment/material only to the extent that such duties are necessary for the proper rendering of the contractual performance and do not impose an unreasonable burden on Vector, in particular taking into account operational concerns and the time and financial expense involved. Vector may fulfil its duties to cooperate and to provide equipment/materials itself or through third parties.
- 3.3.** The Supplier shall inform Vector in due time about the type, scope, time and other details of the cooperation and materials/equipment to be provided by Vector, unless the respective details follow from the purchase order.
- 3.4.** If Vector culpably fails to sufficiently comply with the its duties of cooperation as contractually agreed, Vector shall, after having being reminded and having been set a reasonable grace period by the Supplier, bear the resulting consequences, such as additional expenses or delays, and Vector shall compensate the Supplier for all reasonable damages incurred as a result thereof. Saved expenses such as through alternative deployment of personnel shall be taken into account. During this time, the Supplier shall be released from the obligations under the contract concluded with Vector, if it is unable to render the performance. The provisions of § 643 BGB shall be excluded.

4. Quality of deliveries, duty to examine and give notice of defects, rights in the event of defects

- 4.1.** The Supplier owes software free of material defects and defects in title, in particular compliance with the agreed software specifications, as well as, in addition, the presence of contractually guaranteed properties and characteristics. The software to be supplied by the Supplier shall be deemed to be free of defects if it has the contractually agreed quality at the time of the transfer of risk. This shall in particular be deemed to be not the case if contractually agreed features of the software cannot be used or can be used with only with significant effort or which, if used in connection with third-party systems of Vector, interfere with them in such a way that the software cannot be used or cannot be reasonably used. Insofar as no sufficient agreement was made regarding quality, the software shall be deemed to be free of defects in quality if it is suitable for the contractually intended use or

if it is suitable for normal use and thereby has the quality which is usual for software of the same type. The Supplier also guarantees that the deliveries conform with the state of the art and the generally recognised technical safety regulations issued by government authorities and trade associations, are performed by qualified personnel and are in compliance with all relevant provisions of the law.

- 4.2. Vector shall notify the Supplier of any obvious defects within fourteen (14) days after delivery. Defects which become identifiable only subsequently shall be reported by Vector within fourteen (14) days after discovery. The Supplier waives the right to claim that a defect was notified too late (*verspätete Mängelrüge*) in accordance with § 377 German Commercial Code (HGB).
- 4.3. In case of defects, Vector shall be entitled to demand subsequent performance in accordance with the provisions of the law. Vector shall be entitled to choose the type of subsequent performance. The Supplier shall bear the expenses required for subsequent performance. In the event of a replacement delivery, the Supplier shall also be entitled to deliver a new version of the program with at least equivalent functionality, provided that this is reasonable for Vector, for instance if this would require a different operating system or more powerful hardware.
- 4.4. In carrying out any subsequent performance, the Supplier shall pay heed to Vector's operational business requirements.
- 4.5. If the subsequent performance is not effected within a reasonable period of time, if it has failed or if setting of a grace period could be dispensed with, Vector shall be entitled to assert the other rights granted by the law in case of defects. Subsequent rectification or replacement delivery shall be deemed to have failed if alternatively (i) the Supplier has been given two opportunities to rectify or replace without achieving the desired success (ii) if the rectification or replacement delivery is impossible (iii) if it is refused or unreasonably delayed by the Supplier (iv) if there are reasonable doubts as to the prospects of success or (v) if this is unreasonable on other grounds.
- 4.6. Unless otherwise stated, the statutory provisions shall apply. Vector's further rights arising from liability for defects or guarantees shall remain unaffected.
- 4.7. Within the limitation period for claims based on defects, the Supplier shall be obligated to provide Vector with all subsequent program versions containing a defect correction for the delivered software ("Updates") free of charge.

5. Software maintenance

For a period of three (3) months commencing with the date of the respective order of the software by Vector, the Supplier shall be obligated to enter into a separate software maintenance contract upon Vector's request.

6. Escrow agreement

6.1. If the Supplier is also the producer of the software, Vector shall be entitled to demand that the Supplier deposits the source code of the software acquired by Vector with an independent escrow agent in Germany, at the cost of the Supplier, under an escrow agreement, protected against insolvency, to be concluded with the escrow agent. The escrow agreement shall also stipulate that, in the event of the release of the source code, Vector shall be granted the right on a permanent basis to use the source code, in particular for the purpose of reproducing, editing and modifying the software for its intended use.

6.2. The Supplier shall irrevocably instruct the escrow agent in the escrow agreement that Vector shall be granted the right to the release of the source code and the grant of rights in scope set out in clause 6.1. to the source code in the following cases:

- the Supplier agrees in writing to such release, or
- the Supplier does not fulfil its obligations to remedy the defect even after a reasonable deadline of at least two weeks has been set, or
- the Supplier does not fulfil the obligations arising from a software maintenance contract despite being set a corresponding deadline, or

Vector agrees, in the event of a release, to use the source code only for its own purposes and only to maintain the intended use of the software.