

General Terms and Conditions of Purchase

b+m Group

§ 1 Scope of application, form

- (1) These General Terms and Conditions of Purchase ("GTCP") apply to all our business relationships with our business partners and Suppliers ("Suppliers"). These GTCP shall only apply if the Supplier is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.
- (2) Unless otherwise agreed, these GTCP shall also apply as a framework agreement for similar future contracts in the version valid at the time of our order or in any case in the version last communicated to the Supplier in text form, without the need of us to refer to them again in each individual case.
- (3) Our GTCP shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Supplier shall only become part of the contract if and to the extent that we have expressly agreed to their validity. This requirement of consent shall apply in any case, e.g., even if the Supplier refers to his general terms and conditions in the order confirmation and we do not expressly object, even if we accept or pay for the Supplier's deliveries and/or services without reservation in the knowledge that the Supplier's terms and conditions conflict with or deviate from these Terms and Conditions of Purchase. Our silence with regard to deviating terms and conditions shall in no case be deemed as recognition or consent, not even for future contracts.
- (4) Individual agreements with the Supplier (including collateral agreements, supplements and amendments) and information in our order shall take precedence over these GTCP.
- (5) Legally relevant declarations and notifications of the Supplier in connection with the contract (e.g. setting of deadlines, reminders, rescission) must be made in writing. Written form in the sense of these GTCP includes the written and text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in case of doubts as to the party giving notice, shall remain unaffected.
- (6) References to the application of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall apply unless they are directly modified or expressly excluded in these GTCP.

§ 2 Order

- (1) The preparation of offers and cost estimates shall be free of charge and non-binding for us.
- (2) Our order shall become binding at the earliest upon written submission or confirmation. Obvious errors (e.g. typing and calculation errors) and incompleteness of the order, including the order documents, shall be notified to us by the Supplier for correction or completion prior to acceptance; otherwise the contract shall be deemed not to have been concluded.
- (3) Supply contracts shall only come into existence when the Supplier has confirmed our order in writing or has commenced performance of the service on the basis of our order (acceptance).
- (4) Delayed acceptance shall be deemed a new offer and shall require our acceptance.
- (5) If the Supplier does not confirm the order within 5 working days after receipt of the order and does not commence performance within this period, we shall

be entitled to cancel the order without the Supplier being entitled to any claims for damages.

- (6) We are entitled to demand reasonable changes to the delivery item from the Supplier, in particular with regard to design and execution. The Supplier shall implement such changes within a reasonable period of time. Reasonable arrangements shall be made by mutual agreement with regard to the consequences, in particular with regard to additional or reduced costs and delivery dates. If no agreement is reached within a reasonable period of time, we shall be entitled to terminate the contract with reasonable notice.
- (7) The Supplier undertakes to be able to supply us with further contractual items or parts thereof as spare parts for a period of 15 years, commencing after delivery of the contractual items, unless technical progress makes it possible to supply a compatible, functionally and price-wise adequate replacement which is also approved by our end customer. If the Supplier is no longer in a position to do so, whether due to justifiable or unjustifiable circumstances (e.g. bankruptcy/insolvency), the Supplier shall, in consultation with us, ensure that the necessary capacities are provided by third parties and undertakes to grant the necessary licenses and to provide technical support.

§ 3 Prices and terms of payment

- (1) The price stated in the order is binding. All prices are subject to statutory value added tax (VAT).
- (2) Unless otherwise agreed in individual cases, the prices are "Delivery Duty Paid" ("DDP") in accordance with Incoterms 2020 to the delivery address specified in the order and include all services and ancillary services of the Supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).
- (3) The Supplier shall bear all customs duties, taxes, levies and other import costs incurred in connection with the order.
- (4) The agreed price shall be due for payment within 30 calendar days after complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If we make payment within 14 calendar days, the Supplier shall grant us a 3% discount on the net invoice amount. In the case of bank transfer, payment shall be deemed to have been made on time if our transfer order is received by our bank before the expiry of the payment deadline; we are not responsible for delays caused by the banks involved in the payment process.
- (5) Invoices of the Supplier shall be sent to us in duplicate (duplicate marked) and shall contain the Supplier's number, number and date of the purchase order or purchase decision and delivery schedule, additional data of the purchaser (account assignment), unloading point, number and date of the delivery note, quantity and part identification number with index as well as the contractually agreed price per unit of the invoiced goods.
- (6) We can only process invoices if they comply with the aforementioned requirements, in particular if they contain the order number stated in our order; the Supplier shall be responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them.

- (7) If an advance payment or warranty guarantee has been agreed upon, the Supplier shall make it available to us free of charge.
- (8) We do not owe any interest on arrears. The statutory provisions shall apply to default in payment.
- (9) We shall be entitled to rights of set-off and retention as well as the plea of non-performance of the contract to the extent permitted by law. In particular, we are entitled to withhold due payments as long as we have claims against the Supplier due to incomplete or defective performance.
- (10) The Supplier is not entitled to assign claims against us or to have them collected by third parties.
- (11) The Supplier shall only have a right of set-off or retention on the basis of counterclaims which have become res judicata or are undisputed.

§ 4 Official permits, export control

- (1) The Supplier shall inform us, without being requested to do so, of any official permits and notification obligations required for the import, export and use of the delivery items.
- (2) The Supplier is obliged to comply with the export control laws and regulations of the EU, the USA or other export control regulations, as the case may be. The Supplier is obliged to obtain any necessary authorizations prior to the transfer of technical information or goods to us and to inform us of the respective export control classification number for such technical information and goods (e.g. under U.S. law: ECCN) and any restrictions on their transfer without being requested to do so. The Supplier undertakes to provide us with all information necessary to comply with such regulations in individual cases. We shall be entitled to terminate contracts with the Supplier for cause if changes in applicable national or international export control laws and regulations or in our internal regulations based thereon make it impossible for us to accept contractual performance or to fulfill of obligations under the contract and do not appear to be possible in the foreseeable future.
- (3) At our request, the Supplier shall provide us with comprehensive information about his technical information and the items to be delivered. Irrespective of whether a cross-border delivery is involved, the Supplier shall provide all information requested by us and required under export control laws and regulations (in particular EU and US regulations).
- (4) The Supplier shall provide all necessary information for any certificates of origin requested by us and make them available to us without delay.

§ 5 Delivery time and delay

- (1) The dates and/or periods stated in the order are binding. The Supplier shall be in default without the need for a reminder if he fails to perform in whole or in part on the agreed date or within the agreed period.
- (2) The Supplier is obliged to inform us in writing without delay if circumstances arise or become apparent to him which indicate that the agreed dates and/or periods cannot be met. The agreed dates and/or periods shall not be extended by such notification.
- (3) If the Supplier is in default, our rights - in particular to rescission and damages - shall be governed by the statutory provisions. The provisions of the following paragraph 4 shall remain unaffected.
- (4) If the Supplier is in default, we may - in addition to other statutory claims – claim a lump sum compensation for our damage caused by default in the amount of 1% of the net price per completed calendar week, but not more than a total of 5% of the net price of the delayed goods. We reserve the right to prove higher damages. The Supplier reserves the right to prove

that no damage or significantly less damage has been incurred.

§ 6 Force Majeure

- (1) Force Majeure, in particular operational disruptions for which we are not responsible, unrest, industrial disputes, failure of telecommunications, information systems, means of transport or energy supply, official measures and other unavoidable events such as pandemics or epidemics shall release us from our obligation to accept ordered goods or services on time for the duration of the event. Both parties are obliged to provide each other with the necessary and reasonable information without delay and to adjust their obligations temporarily in good faith to the changed circumstances, in particular to possible changes in market requirements.
- (2) During such events and within two weeks after their end, we shall be entitled - without prejudice to our other rights - to rescind the contract in whole or in part if an adjustment is unsuitable, provided that these events are not of insignificant duration.

§ 7 Performance, delivery, passing of risk

- (1) Without our prior written consent, the Supplier shall not be entitled to have the performance owed by him performed by third parties (e.g. subcontractors).
- (2) Unless otherwise agreed between us and the Supplier, delivery shall be made DDP (in accordance with Incoterms 2020) to the place of destination specified in Section 3 (2) of these GTCP. The respective place of destination shall also be the place of performance for the delivery and any subsequent performance (obligation to perform at the place of performance).
- (3) Premature deliveries or services (including partial deliveries) may only be made with our prior written consent.
- (4) The delivery must be accompanied by a delivery note stating the date (issue and dispatch), the contents of the delivery (item number and quantity) and our order identification (date and number). If the delivery note is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment. A corresponding delivery note with the same content must be sent to us separately from the delivery note.
- (5) The risk of accidental loss and accidental deterioration of the goods shall pass to us upon delivery at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk. In the event of acceptance, the statutory provisions of the law on contracts for work and services shall apply mutatis mutandis. Commissioning or use does not replace the declaration of acceptance.
- (6) In accordance with the German Packaging Act, the Supplier is obliged to register in the packaging register "LUCID". In addition, the Supplier undertakes to inform us in writing about existing return possibilities for the packaging. At our request, the packaging shall be taken back free of charge at the place where it was actually handed over. The Supplier shall provide information about this in a suitable form on the company's website or on the delivery documents. The Supplier shall observe any shipping instructions issued by us, e.g. with regard to packaging or container sizes.

§ 8 Property, confidentiality, provision of materials, retention of title

- (1) The information and documents provided by us or at our instigation - also in electronic form - shall remain our exclusive intellectual property. In particular, no rights of use or licensing rights shall be created. They

shall be returned to us immediately and in full upon our request.

- (2) The Supplier undertakes to treat as confidential all information, commercial and technical details which are not generally known and which become known to him as a result of the existing business relationship, not to exploit them and not to make them accessible to third parties, even after termination of the contract. The confidentiality obligation shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known. Special confidentiality agreements and statutory provisions on the protection of secrets shall remain unaffected.
- (3) In the event that samples, prototypes, models, software or other material objects are made available by us, the Supplier undertakes not to open, dismantle, reverse engineer, disassemble or decompile them without our prior express written consent.
- (4) Information within the meaning of Section 8 (2) of these GTCP – regardless of whether it is communicated in embodied, non-embodied, electronic or other form - includes in particular trade secrets, manufacturing processes, assembly processes, know-how, ideas, drawings, computer simulations, presentations, plans, drafts, research, developments, information on products, services, specifications, methods, formulas, software including source code, samples, documentation, calculations, market and customer data, business relationships, business strategies, marketing and trading strategies.
- (5) The foregoing provisions shall apply mutatis mutandis to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items which we provide to the Supplier for production purposes. As long as they are not processed, such items shall be stored separately at the Supplier's expense and adequately insured against destruction and loss.
- (6) Any processing, mixing or combination (further processing) of the items provided by the Supplier shall be carried out on our behalf. The same shall apply in the event of further processing of the delivered goods by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.
- (7) Retention of title in respect of the Supplier's deliveries to us is excluded, unless we have expressly agreed to retention of title in writing in a separate agreement.

§ 9 Quality and documentation

- (1) The Supplier shall be obligated to continuously adapt all deliveries and/or services to the latest state of science and technology, to comply with the agreed (technical) specifications, in particular the quality regulations as well as the worldwide applicable legal provisions, standards, directives and other safety regulations and to inform us of any possibilities for improvement and technical modifications. Changes to the delivery item and the production process require our prior written consent. The Supplier must inform us in good time so that we can check whether the changes could have a detrimental effect.
- (2) The Supplier shall implement and maintain an effective, state-of-the-art, documented quality assurance system that is appropriate in type and scope. For this purpose, the Supplier shall use a quality assurance system with elements of EN ISO 9001 or equivalent. Notwithstanding the foregoing, Supplier shall continuously monitor the quality of the delivery items. Both parties shall also inform each other about the possibility of quality improvement. The Supplier shall keep records of his quality inspections and make them available to us upon request. The Supplier is obliged to keep these records for a period of 20 years from the date of

recording. The Supplier shall oblige his upstream suppliers to the same extent within the scope of the legal possibilities.

- (3) We are entitled to conduct or have conducted audits (e.g. system, process and product audits) at the Supplier's premises in order to assess the effectiveness of the quality assurance system, the processes, the products or the services. Supplier agrees that our customers may be present at such appointments.
- (4) The Supplier is obliged to comply with all applicable regulations in the version valid at the time of delivery with regard to the handing over and/or availability and/or affixing of technical documentation and markings as well as information security. The Supplier shall provide all technical documentation, in particular operating and maintenance instructions, certificates of conformity, drawings, training material, technical data sheets, works test certificates and all other necessary or customary documentation at the agreed time, but at the latest upon delivery of the products or services. Unless otherwise agreed, he shall provide the necessary documents in the respective official language of the country of performance in printed and electronic form and, in the case of software, the associated source and object codes.
- (5) At our request and at our discretion, the Supplier shall provide us with or allow us to inspect the risk assessment prepared by the Supplier.
- (6) We shall be entitled to use the operating instructions provided by the Supplier in whole or in part and in any form. This applies in particular to the integration of the operating instructions into general operating instructions. Obligations of the Supplier which go beyond the provisions of this paragraph due to German or European regulations remain unaffected.
- (7) Insofar as authorities responsible for safety, approval, commissioning, environmental protection or similar require access to our production process and the test documents in order to verify certain requirements, the Supplier shall be obliged to provide all reasonable support.

§ 10 Liability for defects; notice of defects

- (1) The Supplier warrants that his deliveries and/or services are free of defects in accordance with the statutory provisions, in particular that they
 - (a) comply with the contractually agreed characteristics/specifications,
 - (b) are free from construction, manufacturing and material defects,
 - (c) comply with the current state of science and technology at the time of acceptance,
 - (d) comply with the statutory, official, industry-specific standards and requirements applicable to them at the time of acceptance, in particular safety, environmental, construction, hazardous materials, dangerous goods and accident prevention regulations as well as the quality assurance specifications of us and the end customer,
 - (e) are suitable for the contractually agreed purpose or for the purpose recognizable to the Supplier.
- (2) If the delivery does not comply with the aforementioned requirements, we shall be entitled to demand subsequent performance from the Supplier. This shall be done at our discretion by remedying the defect (rectification) or by delivering a defect-free item (replacement). If the Supplier does not comply with this obligation to remedy the defect within a reasonable period of time set by us, we may remedy the defect ourselves and demand from the Supplier reimbursement of the necessary expenses or an appropriate advance payment. If the subsequent performance by the Supplier has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate

damage), no deadline need be set; we shall inform the Supplier of such circumstances without delay, if possible in advance.

- (3) Subsequent performance shall also include the disassembly of the defective goods and their reassembly (in each case on site at our customer's premises), provided that the goods were installed in another object or attached to another object in accordance with their nature and intended use before the defect became apparent; our statutory claim to reimbursement of the corresponding expenses (disassembly and installation costs) shall remain 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. Our liability for damages in the event of unjustified requests for remedy of defects shall remain unaffected; however, we shall only be liable in this respect if we recognized that there was no defect or did not recognize it due to gross negligence.
- (4) We are not obligated to inspect the goods upon conclusion of the contract or to make special inquiries regarding possible defects. In partial deviation from Section 442 para. 1 sentence 2 BGB, we shall also be entitled to warranty claims without limitation if the defect was unknown to us at the time of the conclusion of the contract due to gross negligence.
- (5) The statutory provisions (Sections 377, 381 HGB) shall apply to the commercial obligation to inspect and give notice of defects with the following proviso: Our obligation to inspect shall be limited to defects which become apparent during our incoming goods inspection under external examination including the delivery documents (e.g. transport damage, incorrect and short delivery) or which are recognizable during our quality control in the course of random sampling. If acceptance has been agreed, there is no obligation to inspect. Otherwise, it shall depend on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later shall remain unaffected. Irrespective of our obligation to inspect, our complaint (notice of defects) shall in any case be deemed to have been made immediately and in good time if it is sent within ten working days of discovery or, in the case of obvious defects, of delivery.
- (6) The Supplier shall be liable for his agents or subcontractors to the same extent as for his own fault.
- (7) Our payment does not mean that we accept the delivery and/or service as being in accordance with the contract or free of defects.
- (8) For the rest, we are entitled to the full statutory warranty rights. We expressly reserve the right to claim damages, in particular the right to claim damages in lieu of performance.

§ 11 Product liability

- (1) If the Supplier is responsible for product damage, he shall indemnify us against claims by third parties to the extent that the cause lies within his sphere of control and organization and he himself is liable to third parties.
- (2) Within the scope of his indemnification obligation, the Supplier shall reimburse us for expenses pursuant to Sections 683, 670 BGB arising from or in connection with claims asserted by third parties, including recall actions carried out by us. As far as possible and reasonable, we will inform the Supplier of the content and scope of recall measures and give him the opportunity to comment. Further statutory claims shall remain unaffected.

- (3) The Supplier shall take out and maintain product liability insurance with a lump sum cover of at least EUR 10 million per personal injury/property damage, whereby our claims shall not be limited to the amount of cover. The Supplier shall provide us with a corresponding insurance confirmation at any time upon request.
- (4) If there is reason to assume that a delivery and/or service does not comply with the applicable safety requirements or that there is a considerable risk even if the delivery and/or service is used as intended, we may demand proof from the Supplier that the equipment and product safety regulations have been complied with. If the Supplier fails to provide such proof within a reasonable period of time, we shall be entitled to withdraw from the contract. Further statutory claims shall remain unaffected.

§ 12 Industrial property rights, liability for infringement of third-party rights

- (1) The Supplier grants us a non-exclusive, transferable, sublicensable right of use to the deliveries and/or services (also in parts), which is compensated by the respective remuneration paid and is unlimited in time and territory (this includes in particular the manufacture, manufacture-leasing, repair and integration into other products as well as worldwide distribution).
- (2) The Supplier guarantees that no copyrights, patents or other industrial property rights of third parties are infringed by the contractual use or sale of his deliveries and/or services.
- (3) The Supplier shall indemnify us and our customers upon first request from all claims of third parties arising from actual infringements of industrial property rights and shall bear all costs and expenses necessarily incurred by us in this connection, in particular the costs of legal prosecution and defense as well as the costs of compliance with an obligation to cease and desist. The limitation period for our claims in this respect shall not end before the expiry of a period of 10 years from the conclusion of the underlying contract.
- (4) This shall not apply if the Supplier has manufactured the goods and/or services in accordance with our drawings, models or other detailed information provided by us and the Supplier neither knew nor should have known that third-party industrial property rights were thereby infringed.
- (5) The Supplier and we are obliged to inform each other immediately of any infringements of industrial property rights, risks of infringements of industrial property rights and/or alleged cases of infringement that become known and to counteract corresponding infringement claims by mutual agreement within reasonable limits.

§ 13 Statute of limitations

- (1) Unless a longer period is prescribed by law, the limitation period for claims for defects against the Supplier shall be 36 months from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. If the delivery is part of a total performance to be rendered by us to our customer, the warranty period shall be 36 months from acceptance of the total performance by our customer, but no longer than 48 months from acceptance by us.
- (2) If a defect occurs within the first 12 months after the beginning of the warranty period, it shall be assumed that the defect already existed at the time of the transfer of risk or acceptance, unless the Supplier proves that the defect was culpably caused by us. The limitation period of 36 months shall also apply mutatis mutandis to claims arising from defects of title, whereby the statutory limitation period for claims of third parties

for restitution in rem (Section 438 (1) No. 1 BGB) shall remain unaffected; furthermore, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right against us - in particular without limitation.

§ 14 Regulations to be observed, hazardous substances

- (1) The Supplier shall comply with the statutory provisions on the protection of personal data. We shall store and process the Supplier's personal data in accordance with the statutory provisions. Further information can be found in our privacy policy at <https://www.bm-systems.com/de/impressum/datenschutz/>.
- (2) The Supplier warrants that he will comply with the statutory requirements regarding minimum wage, wage tax, social security, residence and work permits for all employees working for him, that he will comply with all relevant local laws and regulations and that he will impose the same obligations on any subcontractors he employs or who are employed by subcontractors. The Supplier shall indemnify us against all claims by third parties in this respect.
- (3) The Supplier undertakes to comply with all relevant standards, laws and statutory provisions under applicable law, in particular the relevant safety, health, environmental, hazardous substances, dangerous goods and accident prevention regulations, as well as the generally recognized safety regulations and our corresponding specifications and those of the end customer.
- (4) The Supplier is responsible for ensuring that the delivered goods, products, substances and preparations as well as their packaging comply with all relevant laws and regulations on the restriction of hazardous substances as amended, are not prohibited, restricted or subject to authorization and are used in accordance with the relevant specifications.
- (5) In particular, the following directives/regulations must be complied with: REACH (Regulation (EC) No. 1907/2006), RoHs (Directive 2011/65/EU), POP (Regulation (EC) No. 850/2004). Supplier shall disclose any use of "conflict minerals" as defined by the US Dodd-Frank Act and comply with the requirements of the Toxic Substances Control Act (TSCA).
- (6) In addition, the Supplier undertakes to fully and timely comply with the information obligations in the supply chain according to national, European and international chemicals and hazardous substances legislation (in particular submission of the safety data sheet, SVHC notification for articles and substances/preparations). For this purpose, the Supplier shall provide us with an up-to-date, dated safety data sheet in German and English, including information on the place of use and intended use, in particular at the time of initial sampling and at the time of the first series delivery.
- (7) Safety data sheets must be sent by the Supplier without being requested each time the substance/preparation is changed and each time the safety data sheet is revised, but at the latest every three (3) years. The national, European and international regulations on chemicals and hazardous substances, in particular the Supplier's obligations under the German Hazardous Substances Ordinance ("GefStoffV") in the version applicable at the time of delivery, remain unaffected.
- (8) Insofar as the Supplier has to comply with registration obligations in accordance with national, European and international chemicals and hazardous substances legislation, the Supplier warrants that substances, mixtures, products or the like which are subject to registration obligations have been registered for all goods delivered by him. Furthermore, the Supplier undertakes, in particular in the event that he delivers sub-

stances, mixtures, products or the like which are hazardous substances or in the event that he delivers goods the use of which cannot exclude the release of such substances, to comply with the applicable provisions of national, European and international chemicals and hazardous substances legislation, in particular in accordance with REACH, Regulation (EC) No. 1907/2006 ("CLP") and the GefStoffV, including any obligations for the export and placing on the market of the goods (e.g. compliance with the requirements for the classification, labeling and packaging of hazardous substances). The Supplier is prohibited from using CMR/CMR substances (carcinogenic, mutagenic or reprotoxic substances).

- (9) We shall be entitled to return to the Supplier, free of charge, any hazardous substances and water-polluting substances provided for testing purposes.

§ 15 Software

- (1) Insofar as software is included in the scope of delivery, we shall receive simple, irrevocable rights of use to this software, unlimited in time and place and covering every known type of use.
- (2) This includes in particular the duplication, sublicensing, leasing or any other form of transfer of the software (including to companies affiliated with us within the meaning of Section 15 of the German Stock Corporation Act ("AktG") as well as the integration and distribution of the software in or with our products.
- (3) We also have the right to use the software provided, including the documentation, with the agreed performance features and to the extent necessary for the contractual use of the delivery item. We may make a reasonable number of back-up copies.

§ 16 Rights of withdrawal and termination

- (1) In addition to the statutory rights of withdrawal, we shall be entitled to withdraw from the unfulfilled part of the contract if the Supplier's financial situation deteriorates in a manner that seriously endangers the fulfillment of the contract, if the Supplier suspends payments (even temporarily), or if an application is made for the institution of insolvency proceedings or for the institution of judicial or out-of-court composition proceedings. We shall be entitled to withdraw from the contract in its entirety if partial performance of the contract is of no interest to us.
- (2) In the case of a continuing obligation, the above paragraph 1 shall apply mutatis mutandis with the proviso that the right of withdrawal shall be replaced by an extraordinary right of termination without notice.

§ 17 Applicable law, place of jurisdiction

- (1) These GTCP as well as all contracts concluded on the basis thereof and all contractual relationships between us and the Supplier shall be governed exclusively by the laws of the Federal Republic of Germany, excluding its conflict of laws regulations and the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (2) The exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our place of business. However, we shall also be entitled in all cases to bring an action at the place of performance of the obligation to perform according to these GTCP or an overriding individual agreement or at the general place of jurisdiction of the Supplier. Overriding statutory provisions, in particular with regard to exclusive jurisdiction, shall remain unaffected.

§ 18 Final provisions

- (1) We undertake to comply with the rules of conduct set out in our Code of Conduct. The b+m Code of Conduct is available at: <https://www.bm-systems.com/de/allgemeine-geschaftsbedingungen-agb/>. The Supplier shall ensure compliance with our Code of Conduct or a comparable standard and shall obligate his employees and subcontractors to comply with these rules and principles accordingly. Compliance with the Code of Conduct may be verified by us in a suitable manner, e.g. by means of audits or questionnaires.
- (2) Unless otherwise agreed in the individual case, the place of performance shall be the place of destination described in Section 3 (2) of these GTCP, alternatively our registered office.
- (3) Should individual provisions of these terms and conditions or of the contract be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.