

Status: April 2025

General Terms and Conditions of Purchase of Beta Systems Group (hereinafter referred to as "Beta Systems")

1. Applicability of the conditions

- 1.1 Orders placed by Beta Systems Software AG or an affiliated company within the meaning of §§ 15 ff. AktG (hereinafter referred to as "Beta Systems") shall be subject to these Terms and Conditions of Purchase and any additional terms and conditions specified in the purchase order or the service description. Deviations from these terms and conditions can only be made by written agreement between the parties. Deviating terms and conditions of the supplier shall not become part of the contract even if Beta Systems does not expressly object to them in individual cases or if the delivery/service is accepted. Any confirmations of the supplier with reference to its terms and conditions are hereby rejected. If Beta Systems does not respond to such deviating terms and conditions, this shall in no case imply acceptance thereof. Orders and related agreements and amendments are only binding in writing. The requirement of the written form in the aforementioned sense is also fulfilled by electronic means of communication such as e-mail.
- 1.2 In the event of contradictory provisions, the following contractual agreements shall apply in the order stated:
 - a) the provisions of the individual order together with the service description and any addenda,
 - b) Framework agreement and annexes, if applicable
 - c) the provisions of these terms and conditions in the version valid at the time the contract is concluded,
 - d) legal regulations of the Federal Republic of Germany.
- 1.3 Drawings, illustrations, dimensional, material and other specification and performance data of Beta Systems are a binding part of the contract, notwithstanding the supplier's obligations to provide advice and information; this also applies to such information of the supplier and its subcontractors and suppliers accepted by Beta Systems.

2. Prices

Unless otherwise agreed, all prices in offers and orders are binding until fulfillment of the contract. The prices include all accessories and components (in particular any software) required for the functional and operational use or processing, together with the associated documentation and operating instructions and manuals (at Beta Systems' discretion German and/or English), free to the place of delivery specified in the order, including packaging, insurance and any customs clearance.

3. Service period and scope of services

- 3.1 All delivery/performance dates specified or agreed by Beta Systems in the order are binding. The supplier undertakes to inform Beta Systems immediately if circumstances occur or become apparent which indicate that the agreed delivery time or the agreed execution date cannot be met. Partial deliveries do not have to be accepted.
- 3.2 If the supplier is in default with a deadline, Beta Systems is entitled to assert the damage caused by default without further reminder. In the event of non-compliance with the deadline, a penalty of 0.25% of the gross total order value per calendar day or part thereof of the delay shall be payable, up to a maximum of 5% of the supplier's total remuneration claim. The supplier reserves the right to prove that no or less damage has been incurred. Beta Systems' right to claim further damages remains unaffected.
- 3.3 If the supplier carries out developments in connection with the order, Beta Systems shall own the development results, i.e. all protectable and non-protectable knowledge and experience arising in any form during the performance of the development work. Upon completion of the development work, the supplier shall provide Beta Systems with documentation of the work and development results.

4. Freight/packaging costs, transport insurance, transfer of risk

- 4.1 Postal items are to be sent directly to the address stated in the order. Deliveries to Beta Systems headquarters in Berlin are possible Monday through Thursday from 9:00 a.m. to 6:00 p.m. and Friday from 9:00 a.m. to 5:00 p.m.
- 4.2 Freight and packaging costs as well as costs for transportation and breakage insurance shall only be borne by Beta Systems if agreed in writing. The supplier is responsible for choosing the most favorable transport route and means of transport.
- 4.3 The risk shall pass to Beta Systems as soon as the shipment has been accepted by a representative authorized to receive it.

5. Quality assurance, scope of services

- 5.1 The supplier shall comply with all technical specifications (e.g. in plans, drawings, descriptions, calculations and other documents) as well as functional specifications or works standards and test instructions in the valid version communicated by Beta Systems and shall check them on its own responsibility without any special consideration
The supplier shall notify Beta Systems immediately in writing of any recognizable errors and concerns regarding Beta Systems' specifications, in particular safety-related concerns, before the start of execution and await Beta Systems' written decision.
- 5.2 The deliveries and services must comply with the latest state of the art, the relevant legal provisions, regulations and/or directives of authorities, employers' liability insurance associations and trade associations. Generally and internationally recognized standards (e.g. DIN, ISO, VDI, VDE, CE) must be complied with even without express agreement. Machines that fall under the Machinery Ordinance or electrical equipment that falls under the Low Voltage Directive must be provided with a CE marking and supplied with operating instructions. The declaration of conformity and the operating instructions must be handed over to Beta Systems. Machines that are not ready for use must be delivered with a manufacturer's declaration.
- 5.3 To ensure quality, the supplier shall implement an effective quality assurance system under its own responsibility, which shall be applied and maintained on an ongoing basis. The supplier shall plan, organize and implement the production process or the performance of its services and the quality assurance relating thereto on its own responsibility in such a way that comprehensive control and monitoring is ensured and that the quality and safety requirements established for the deliveries and services to Beta Systems are complied with. The Supplier undertakes to carry out continuous final inspections of its products and services to a reasonable and customary extent without any special consideration.
- 5.4 Design and/or material changes can only be made with Beta Systems' consent.
- 5.5 Unless otherwise agreed, spare parts must be available for at least 7 calendar years after the last delivery to Beta Systems.

6. Obligation to inspect and give notice of defects, inspection effort

- 6.1 Beta Systems shall give notice of obvious defects within a reasonable period of time after each affected delivery, hidden defects within a reasonable period of time after their discovery (e.g. also after completion of the end product and its use or commissioning by the end customer). Beta Systems obligation to inspect is limited to external spot checks. Beta Systems is not obliged to carry out destructive spot checks. If a defect is found in individual items, Beta Systems may, at its own discretion, reject the entire batch after appropriate examination and demand that the Supplier carries out a new final inspection and reworking or replacement delivery of the entire batch concerned. Reworked Delivery or service items are to be specially marked upon redelivery. Subsequent performance must take place within a reasonable period of grace, which, among other things, on Beta System's deadline situation vis-à-vis the customer.
- 6.2 If a defect in a delivered item becomes apparent after the start of further processing, Beta Systems may, at its own discretion, stop further processing or delivery of the affected individual product or the affected series/batch and also reject the Supplier's remaining batch until the Supplier has either rectified the defect or made a replacement delivery for these and for the already processed delivery items in due time.
- 6.3 Beta Systems reserves the right to carry out acceptance tests at its own discretion in consultation with the Supplier.

7. Material defects and defects of title

- 7.1 Beta Systems shall be entitled to the statutory claims for defects in full. The supplier shall be liable for the faultlessness of the delivery/service with a limitation period of 24 months; the limitation period shall commence upon acceptance of the respective service or upon complete performance and delivery, if acceptance is excluded. However, this provision shall only apply if no longer warranty or limitation periods apply due to contractual or statutory provisions. All defects or deficiencies occurring during the limitation period - e.g. due to non-contractual execution, inferior material or non-compliance with statutory provisions or recognised rules of technology - shall, at Beta Systems' discretion, be remedied by the supplier at its own expense or fulfilled by a replacement delivery in accordance with the contract.
- 7.2 If the supplier does not remedy the errors and defects within the reasonable period of time set by Beta Systems after the first notice of defects, Beta Systems shall be entitled, without setting a further grace period, to remedy the defects itself or have them remedied by third parties and

to deduct the costs incurred from the supplier's invoice amounts or to charge them to the supplier. In cases in which the supplementary performance fails, Beta Systems shall be entitled to withdraw from the contract and reduce the purchase price; claims for reimbursement of expenses and damages, in particular the claim for compensation for damages instead of performance, shall remain unaffected.

7.3 Unless otherwise agreed, the limitation period for claims for defects shall be 36 months from the transfer of risk at the earliest.

8 Insurance

The supplier shall maintain at its own expense for the duration of this Agreement, including the limitation period for defects of quality and title, and for the duration of any Maintenance Agreements, business liability insurance and professional liability insurance with an appropriate sum insured per claim. The amount of insurance cover does not constitute a limitation of liability. The supplier is obliged to provide Beta Systems upon first written request with a confirmation of cover from its insurer regarding the scope of the insurance. The supplier is also obliged to prove to Beta Systems upon first written request that it has paid the relevant premiums to the insurer. Failure to provide such proof shall entitle Beta Systems to terminate the contract for cause.

9 Documents, confidentiality

9.1 Documents that Beta Systems provides to the supplier to fulfill its contractual obligations or that are produced according to Beta Systems' specifications may not be used by the supplier for purposes other than the execution of the order, reproduced and made accessible or provided to third parties. The documents must be returned to Beta Systems free of charge after execution of the order or upon request.

9.2 The supplier is obliged to treat as confidential for an unlimited period of time all knowledge of Beta Systems' confidential information and business secrets obtained in the course of the performance of the Order and to use them only for the performance of the Order. The services provided by the supplier shall also be treated as confidential.

9.3 The supplier may only make contractual goods and services accessible to employees and other third parties insofar as this is necessary for the fulfillment of the commissioned service; otherwise he shall keep all contractual goods and services secret. He shall inform all persons to whom he grants access to contractual goods and services in writing of Beta Systems' rights to the contractual goods and services and the obligation to maintain their confidentiality and shall oblige these persons in writing to comply with the confidentiality obligation. Any other disclosure of documents (reports, expert opinions and the like) to a third party and any publications in connection with the results of the provision of services by the supplier shall require the written consent of Beta Systems.

10. Data protection

10.1 The supplier shall ensure that all persons involved in the provision of services observe the legal provisions on data protection, in particular with regard to the processing of personal data. These persons shall be required, in accordance with data protection law, to maintain data secrecy before they commence their activities for the first time and to provide Beta Systems with evidence of this upon request.

10.2 If the supplier processes personal data in the course of providing its services, it shall enter into an agreement with Beta Systems for the processing of data on behalf of the controller, and to ensure that any further agreements necessary for the processing of personal data are also concluded by its sub-suppliers. In individual cases, it may be necessary for these to be concluded directly between Beta Systems and the sub-suppliers.

11. Bill of materials for software

If the supplier delivers software, it shall provide Beta Systems upon request with a list of the third-party technology used in the software delivered by the supplier for each new release in a format requested by Beta Systems, including the download URL, copyright information, license name and license text for all free and open source components included in this list.

12. ECCN for software

The supplier shall provide Beta Systems with the ECCN for each release together with the delivery of the Software and with all information required by Beta Systems to comply with national and international export laws and regulations.

13. Payment

The invoice must comply with the legal requirements and must state Beta Systems' order number. In addition, each item of an order must be shown on the invoice. Unless otherwise contractually agreed, the invoice must be sent in a single copy to the invoice recipient named in the order and to the invoice address stated therein and must separately show the VAT applicable at the time of delivery/service. Payment shall be made after receipt of a proper invoice and receipt of the goods within 14 days with a 3% discount or within 30 days net.

14. Assignment of claims

The supplier is not entitled to assign its claims against Beta Systems to third parties or to have them collected by third parties without the prior written consent of Beta Systems, notwithstanding the provisions of § 354a HGB.

15. Changes in performance

15.1 Beta Systems is entitled to demand changes to the service owed even after conclusion of the contract, if and to the extent that the change to the service is reasonable for the supplier.

15.2 If the change affects the agreed price, the parties undertake to agree a new price, taking into account the additional and reduced costs as well as the temporal effects of the change. If it is not possible to meet the originally agreed delivery date due to the time impact of the change to the service, or only with unreasonable effort, the agreed delivery date shall be invalid and the parties undertake to agree a new delivery date that is reasonable taking into account the interests of both parties.

16. Third-party property rights

16.1 In the event of a breach of duty for which the supplier is responsible, the supplier warrants that the delivery/service items and the associated documents are free from third-party rights. The supplier shall indemnify Beta Systems against all possible claims of third parties arising from any infringement. The supplier's obligation to indemnify relates to all expenses necessarily incurred by Beta Systems from or in connection with the claim by a third party.

16.2 If the use of the delivery/service items infringes third-party property rights, Beta Systems may - without prejudice to further and other rights under this contract or by law - demand that the supplier, within a reasonable period of time set by Beta Systems, at the supplier's discretion and expense, either procure the right to use the delivery/service items, design the delivery/service items free of property rights or replace the delivery/service items.

The customer shall replace the goods/services with other goods of equivalent performance that do not infringe any industrial property rights.

17 Liability

The supplier shall be liable for any breach of duty and the resulting damage, unless he can prove that he is not responsible for the breach of duty. Furthermore, the supplier is obliged to indemnify Beta Systems against all claims for damages asserted by third parties against Beta Systems for reasons based on a defect in the supplier's delivery/service, unless the supplier proves to Beta Systems that it is not responsible for the event causing the damage. The above provisions shall also apply if the supplier uses the services of a vicarious agent.

18 References/Advertising

The supplier shall not be entitled to use information about an intended or existing contractual cooperation for reference or marketing purposes without the prior written consent of Beta Systems. The taking of photographs on the premises of Beta Systems, on construction sites and in buildings as well as the publication of such photographs are also prohibited.

19 Place of fulfilment/jurisdiction/choice of law

19.1 The place of performance for the supplier's deliveries and services shall be the shipping address/place of use specified by Beta Systems or the agreed place of performance.

19.2 The place of jurisdiction for all disputes arising out of or in connection with this contract shall be Berlin, unless otherwise expressly provided by law.

19.3 The law of the Federal Republic of Germany shall apply exclusively. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.