

Terms and Conditions of Purchase for Mechanical and Plant Engineering of Porsche Engineering Group GmbH / Porsche Engineering Services GmbH

As of 11/2022

1. Basis of the contract

1.1. The legal relations between Porsche Engineering Group GmbH / Porsche Engineering Services GmbH or .dem associated with this company within the meaning of § 15 AktG, which carries out the assignment on the basis of this EKB, (hereinafter referred to as "Porsche") and the contractual partner are governed by these Terms and Conditions of Purchase and any other written agreements, including amendments and additions. In addition to the written form, the text form and the conclusion via an electronic system provided by Porsche are sufficient for this purpose. Ancillary agreements have not been made.

1.2. In the following order of precedence, the contractual basis is the contract concluded with the contractual partner, the respective orders/call-offs including the applicable appendices and these terms and conditions of purchase.

1.3. General terms and conditions of the contracting party shall not apply even if they have not been expressly contradicted in the individual case.

2. Criterion of fulfilment

- 2.1. The Contractor shall construct the plant in such a way that it complies with the specifications contained in the specifications as well as the other provisions mentioned in the tender negotiation protocol and its annexes, the latest state of the art and the relevant legal regulations, in particular the respective operating and approval regulations and the applicable safety and testing regulations at the time of acceptance, and the expenses for operation, State-of-the-art maintenance and servicing. The Contractor shall deliver a complete system containing all parts that are necessary for proper operation with the achievement of the agreed data as well as in compliance with any agreed quality guarantees or for the fulfilment of the agreed functionality, even if the individual parts required for this are not explicitly listed, and the licenses required for the intended use of the system (e.g. software licenses). In addition, with regard to the delivery or service item, the Contractor is responsible in particular for transport, customs clearance, packaging including take-back/disposal, assembly and set-up of the system, as well as for trial operation, insurance, construction site equipment and protection as well as all other ancillary services required for the manufacture of the system. The Contractor is obliged to provide any necessary plant-related certifications and approvals. If the certification or approval is not granted or is only granted with a delay, the Client shall be compensated for all damages incurred by the Client as a result, unless the Contractor is not responsible for the refusal or delay. In the event of delays for which the Contractor is responsible, Section 11 shall apply.
- 2.2. If the certification or approval is definitively not granted, the client may withdraw from the contract and claim damages in accordance with the statutory provisions. Other rights and claims of the Client remain unaffected. Operator-related permits must be obtained from the client. The Contractor shall assist the Client in obtaining operator-related permits at its own expense.
- 2.3.

3. Advertising, Reference Lists

The Contractor may only advertise the business relationship with the prior written consent of the Client.

4. Provisions, use of procurement options

- 4.1. Insofar as the Client provides certain scopes and/or aids, the Contractor must check them for suitability in each case. The Contractor shall immediately notify the Client in writing of any concerns. The interface responsibility for integrating these scopes into the system remains with the contractor.
- 4.2. The client remains the owner of the items provided by him. Processing or transformation by the Contractor shall be carried out on behalf of the Client. If the supplies are combined with other items that do not belong to the client in such a way that they become essential components of a single item, the previous owners become co-owners in proportion to the value of the goods at the time of the connection. If one of the objects is to be regarded as the main property, the owner of that property acquires sole ownership. Insofar as the Contractor acquires sole ownership of the new item at the time of the connection, he transfers co-ownership of the new item to the Client in proportion to the value of the goods at the time of the connection. The above provisions on the connection shall also apply if the goods are inseparably mixed or mixed. The Contractor shall safeguard and secure sole or co-ownership for the Client free of charge with the care of a prudent businessman.

- 4.3. Insofar as the Contractor obtains certain scopes from these third parties on the basis of framework agreements that the Client has concluded with third parties, this does not change the Contractor's responsibility for its services, including those purchased from the third party. The Contractor shall immediately inform the Client in writing of any doubts regarding the suitability of these scopes. The Contractor shall provide all machinery, equipment, scaffolding, hoists, etc. required for the execution of the order at his own expense and risk. Insofar as the Client provides such items in individual cases, the Contractor shall bear the costs of maintenance and appropriate insurance.
- 4.4.

- 4.5. The Client shall not be liable for the loss or damage of the items brought by the Contractor to the factory premises or to the construction site.

5. Technical Documentation and Documentation

- 5.1. Insofar as the Client provides the Contractor with documents, in particular plans, samples, drawings, models, calculations and the like (hereinafter referred to as "documents"), these remain the property of the Client; they may not be used, reproduced or made available to third parties for purposes other than those contracted. The Contractor shall independently check the documents for completeness, correctness and suitability. The Contractor shall immediately notify the Client in writing of any concerns. These documents, including the copies made, must be returned to the Client without special request or irretrievably deleted if they are no longer required for the completion of the order, but at the latest after the expiry of the warranty period.
- 5.2. The Client's consent to the Contractor's technical documentation does not affect the Client's warranty and liability claims. This also applies to suggestions and recommendations made by the Client, unless the Contractor has immediately notified the Contractor in writing of any objections to them.
- 5.3. By the time of the operational handover in accordance with Section 16.5 at the latest, the Contractor shall provide all documents prepared for the construction of the plant, in particular all technical documentation including maintenance plan, as well as all other documents relating to operation, maintenance or repair in accordance with the Client's specifications in the number agreed in the specifications in German. The documents must be updated immediately as soon as subsequent changes are made to the system. The existence of complete documentation corresponding to the current status of the system is a prerequisite for acceptance in accordance with Section 17. Further legal regulations, in particular in accordance with the Product Safety Act and ordinances issued on the basis thereof, remain unaffected.
- 5.4. The cost of documents and documentation is included in the total price.

6. Use of Free and Open Source Software

- 6.1 Term Free and Open Source Software
- "Free and Open Source Software" or "FOSS": Software
- 6.1.1 whose license terms meet the requirements of the Open Source Definition (<https://opensource.org/osd>) of the Open Source Initiative and are accordingly licensed by the respective rights holders to anyone for full royalty-free use and whose source code is available, and/or
- 6.1.2 whose license terms have been recognized by the "Open Source Initiative" and/or the "Free Software Foundation" as Free Software licenses or Open Source Software licenses on their websites, and/or
- 6.1.3 which is offered as public domain software.
- 6.2 Prerequisite for the use of FOSS
- FOSS may only be used in products, technologies and services (including hardware with integrated software) that are sold, licensed, transferred or otherwise made available to Porsche or developed for Porsche (hereinafter: "Contract Products") if all license requirements of the FOSS used are met and all of the following conditions are met:
- 6.2.1 The use of FOSS in the Contract Products shall not be in a manner that triggers a copyleft effect on newly developed or pre-existing proprietary software under the Agreement. Excluded are adjustments within pre-existing FOSS components (e.g. bug fixes and adaptations to the specific hardware) and individual cases agreed with Porsche.
- 6.2.2 You may not use FOSS whose license terms require that

the user is enabled to install or run modified software on hardware with integrated software (so-called embedded system, in particular motor vehicles), unless the contractual partner has been expressly informed that the software to be supplied by the contractual partner will not be used on such an embedded system with technical security mechanisms (e.g. signature procedures).

- 6.2.3 The contracting party undertakes to fill out the FOSS declaration (to be found at https://www.vwgroupsupply.com/one-kbp-pub/de/kbp_public/information/procurement_conditions_new/porsche_ag.html) truthfully and by signing it confirms the license-compliant use of the FOSS used and fully complies with the requirements of the FOSS declaration.

The requirements set out in this Section 6.2 shall also apply, without further notice or request by Porsche, to any update of the software used in the Contract Products, regardless of the type of provision of the Software (e.g. source code, binary, SaaS, container).

6.3 Assurance

Without prejudice to any other rights of Porsche, the Contractual Partner warrants to Porsche that it complies with the requirements of Section 6.2 as well as all requirements of the relevant licenses for all FOSS used by it for Contract Products, that the Contract Products do not contain any further FOSS and that there is no violation of copyright provisions beyond that.

6.4 Legal Consequences and Indemnification

In the event of non-compliance or late compliance with (i) the licensing provisions of the FOSS used in the Contract Products or other copyright provisions and (ii) the conditions and agreed assurances set out in Sections 6.2 and 6.3, the Contracting Party undertakes to do the following:

- 6.4.1 If FOSS is not used in contractual products in accordance with the license, the contractual partner shall immediately and at its own expense replace it with another software component, the use of which does not violate license requirements or applicable copyright laws.
- 6.4.2 The Contractual Partner shall reimburse Porsche for all costs, expenses and damages incurred and resulting from non-compliance or delayed compliance.

If one of the properties guaranteed in section 6.3 is missing, this is considered a material breach of contractual duty and the contract product in question is considered defective.

7. General implementation

- 7.1. The Contractor shall provide its services in close coordination with the Client and third parties working for the Client, in particular those through whom the Client's services are provided. Notwithstanding this, the provision of the services shall be carried out under the responsible direction of the Contractor. For the employees employed by the Contractor within the scope of the subject matter of the contract, the Contractor retains the sole technical, personnel and disciplinary authority to issue instructions.
- 7.2. Before commencing the installation or assembly work, the contractor must take over the construction site or the installation site with all foundations, connections, stake-outs, etc. that are important to him and check their correctness and suitability. If his services are subsequently complained about, he can only invoke defects of the construction site, the installation site or the other preparatory work that were recognizable to him during the inspection or became apparent later, if he has pointed this out to the client in writing immediately after the time from which the respective defect was or became recognizable.
- 7.3. The Contractor shall inform the Client about the progress of the work on an ongoing basis, at least weekly. The Client is entitled to review the preparation of the contractual services during normal business hours and to inspect the materials, documents and work results that are directly or indirectly related to the contractual services. The Contractor shall ensure that the Client has the same rights vis-à-vis any subcontractors of the Contractor.
- 7.4. Insofar as changes or improvements to the contractual services become apparent as expedient or necessary during the performance of the contractual services, the Contractor must immediately inform the Client in writing and obtain the Client's decision on a change to the contractual services. If, during the execution of the project, the Contractor identifies potential savings due to technical innovation with regard to the construction of the system, the implementation of which the Client agrees to, half of these will be credited to the contractual partners, provided that the savings potential can be demonstrably attributed to the Contractor, otherwise the Client alone will benefit from the Client.

8. Modification of contractual services

- 8.1. The Client is entitled at any time to demand changes to the contractual services, including extensions of the system or the omission of

individual system components, within the scope of what is reasonable. The Contractor shall promptly communicate the impact of changed contractual services on the remuneration, taking into account the agreed conditions for changes to the contractual services in accordance with the tender negotiation protocol and the time frame.

- 8.2. In the event that the Client and the Contractor are unable to agree on the amount of any additional or reduced costs and/or a postponement of the acceptance date and/or other contractually stipulated dates, the Client may, before deciding on the implementation of the change, require the Contractor to submit a written calculation of the additional work or additional or reduced expenditure and to submit its production plans, if any, to be amended. Exposes. The Client shall inform the Contractor of its decision.
- 8.3. If there is a technical agreement between the parties on the amendment, the Contractor shall implement it as instructed by the Client, even if the confirmation of the Client's procurement department is still pending in accordance with the tender negotiation protocol.

9. Project management

- 9.1. The contact persons for the entire duration of the order processing are named in the tender negotiation protocol for the client and for the contractor. The contact persons have the task of coordinating the cooperation of the parties and bringing about the necessary decisions within their sphere of influence.
- 9.2. A change of contact person must be notified in writing in advance. The Contractor shall ensure that the new contact person appointed by the Contractor is sufficiently familiarized with the project in advance. In this respect, the contractor bears the consequences, in particular all costs of replacing and training the new contact person. The client may object to an exchange of the contact person for good cause, in particular if the contact person is not sufficiently qualified or does not guarantee a trusting cooperation. For the same reasons, the client may request a replacement of the contact person.
- 9.3. Insofar as this is necessary according to the content and subject matter of the contractor's service, the contractor will provide a specialist site manager who meets the legal requirements. Section 9.2 shall apply mutatis mutandis.

10. Employee deployment, subcontractors, minimum wage, terror screening

- 10.1 For the performance of the services and tasks covered by the contract, the Contractor shall only employ personally and professionally qualified employees. The Contractor is obliged not to use temporary workers within the meaning of the Temporary Employment Act (AÜG) or employees who are not in possession of a valid work permit and/or a valid social security card. The Contractor shall permit the Client or an authorised representative of the Client to carry out appropriate checks.
- 10.2 The Contractor shall not be entitled to have the contractual services or parts thereof performed by subcontractors without the prior consent of the Client. Approval requires written confirmation by two authorised representatives on the part of the client, unless this has already been granted in the tender negotiation protocol. If the Client gives his consent, the Contractor shall remain the contractual partner responsible for the fulfilment of the contract.
- 10.3 In any case, the Contractor shall comply with the relevant laws and regulations when using subcontractors. In particular, the Contractor is obliged to ensure that subcontractors commissioned by the Contractor do not use temporary workers within the meaning of the AÜG and no employees from third countries who are not in possession of a valid work permit and/or a valid social security card. He indemnifies the Client against all claims of third parties in connection with the use of subcontractors. The Contractor shall be liable for the actions and omissions of the subcontractors as well as for its own actions and omissions.
- 10.4 Subcontractors shall be obliged to comply with the provisions agreed in this contract, in particular with regard to property rights in accordance with Section 25 and the handling of information in accordance with Sections 27 and 28.
- 10.5 The Contractor undertakes to pay its employees at least the minimum wages regulated by law or by contract. Furthermore, the Contractor undertakes to commission only those subcontractors who also contractually commit themselves to pay their employees at least the minimum wages prescribed by law or contractually agreed. The Contractor shall oblige the subcontractors engaged by the Contractor accordingly.
- 10.6 In the event of a breach of the provisions of the Minimum Wage Act, the Contractor undertakes to fully indemnify the Client against all obligations associated with such a breach and, in addition, to compensate the Client for any damage resulting from such a violation, unless the Client is not responsible for it. The same obligation applies to the Contractor if a subcontractor engaged by the Contractor violates the provisions of the Minimum Wage Act. If a claim is made against the Client by an employee of the Contractor for payment of the statutory minimum wage, the Contractor undertakes to provide the Client with all information necessary for the defence against the filing of the claim and any action

for payment. This shall also apply after the termination of the contractual relationship between the Contractor and the Client. The Contractor undertakes to oblige subcontractors commissioned by the Contractor accordingly and to provide the necessary information to the Client without delay in the event that an employee of the Subcontractor asserts claims against the Client.

10.7 The Contractor is obliged to subject all persons whom it employs to perform the services owed on Porsche factory premises to a so-called terror screening before the first action is taken. For this purpose, surname, first name, date and place of birth must be checked by comparison with the sanctions lists of EC Regulations No. 2580/2001, 881/2002 and 753/2011 and the supplements to the lists of names of the European Commission issued and issued for this purpose, and these checks must be repeated regularly – at least once a year. The Client may at any time request suitable evidence for the comparison or confirmation of the comparison.

10.8 Should the Contractor breach one or more of the above obligations pursuant to this clause 10, the Client shall be entitled, subject to any further rights, to set a reasonable grace period for the Contractor to fulfil the relevant obligations. If this classification according to KRL P10: 2.3 elapses without success, the Client is entitled to terminate the contract without notice and to demand damages in lieu of performance. Furthermore, the Contractor shall indemnify the Client in the event of a claim on the part of the social security institutions and other third parties.

11. Deadlines and Delays

11.1. If it becomes apparent that the schedule agreed between the parties cannot be met in whole or in part, the Contractor must immediately inform the Client in writing of the expected duration of the delay, stating the reasons, and submit concrete proposals for remedy. The notification of an expected delay in delivery does not change the agreed delivery dates under any circumstances. All damages incurred by the Client as a result of a failure to inform or delay in providing information shall be borne by the Contractor, unless the Contractor is not responsible for the failure or delay in providing information. Liability from the point of view of delay remains unaffected by this.

11.3. If the Contractor does not comply with the deadlines and deadlines for which a contractual penalty is provided for in the tender negotiation protocol (individual deadlines), the Client is entitled to demand a contractual penalty in the amount of 0.1% of the net total contract value per working day or part thereof, with a maximum of 5% of the net total contract value for all individual deadlines combined, unless the Contractor is not responsible for the non-compliance. A working day is any day from Monday to Friday, with the exception of public holidays, at the Client's plant named in the tender negotiation protocol as well as all other days on which production takes place in the Client's work specified in the tender negotiation protocol, provided that no conversion work takes place. If the Contractor is already in default with regard to an individual deadline, a further contractual penalty can only be claimed with regard to further individual deadlines if there is an additional or new delay on the part of the Contractor in respect of these, whereby fault is presumed in each case. Once the maximum amount of 5% of the total net contract value has been reached, the client may terminate the contract and claim damages for non-performance. The provisions of Section 26 shall apply to termination.

11.4. This does not affect the Client's right to assert a higher amount of damage that actually exceeds this; however, in such cases, the forfeited contractual penalty will be offset against the Client's damages.

11.5. The contractual penalty can also be claimed at the time of the final payment.

11.6. In all other respects, the statutory rules on delay apply.

12. Force majeure

Force majeure, lawful industrial disputes, riots, official measures and other unforeseeable serious events that come from outside and cannot reasonably be avoided shall release the contracting parties from their obligations to perform for the duration of the disruption and to the extent of their effect. The contracting parties are obliged to provide the necessary information without delay within the scope of what is reasonable and to adapt their obligations to the changed circumstances in good faith.

13. Price, place of use

The agreed price is valid at the place of use and includes everything that the Contractor has to accomplish at the agreed place of use in order to fulfil its obligation to deliver and perform, in particular the services listed in section 2 as well as all other ancillary costs.

The place of use is the work named in the tender negotiation protocol,

Classification according to KRL P10: 2.3

unless otherwise stated in the specifications. Before submitting the tender, the contractor had the opportunity to visit the place of use and/or to inspect the client's planning documents and thus to inform himself about the structural conditions and the possibilities of delivery and to take into account the structural conditions and the possibilities of delivery in his offer.

Insofar as unit prices have been agreed, these are fixed prices and remain valid even if mass changes occur.

14. Terms of payment

Insofar as a fixed price has been agreed and the parties have not agreed otherwise, the following payment terms apply:

30% upon receipt of the order confirmation against a deposit guarantee in accordance with clause 23.1,

50 % after operational handover in accordance with clause 16.5,

20 % after successful acceptance with acceptance protocol in accordance with clause 17, but no later than 3 months after the agreed acceptance date and establishment of acceptance capability as well as written notification thereof, if acceptance is delayed for reasons for which the customer is solely responsible. In the event of defects, Section 17.2 shall apply.

14.2. As a matter of principle, the client Porsche calculates the invoicing procedure. Unless expressly stated by Porsche, invoices are otherwise specified by the Contracting Party exclusively in in electronic form as follows:

Direct invoice dispatch by e-mail in valid PDF format to:

PE-Rechnungswesen@porsche-engineering.de

If the contracting parties have agreed on electronic invoicing, the of the contracting parties to ensure that the original invoicing by electronic means.

14.3. In justified exceptional cases, the Contractor shall, after consultation with the Client's accounts payable, send its invoices in paper form to the billing address specified on the order. The invoices must be submitted to the customer in a verifiable manner, stating the Porsche supplier number, order number, delivery note number, Porsche material number, unloading point and the name of the contact person. All required accounting documents must be attached. The invoices must be issued in accordance with German VAT law. Accounting documents in the form of credit notes, direct debits and payment advice notes are provided to the Contractor electronically by post or e-mail. In exceptional cases, they are sent by fax. Insofar as an invoice is agreed according to the unit price after measurement, the billing is carried out according to the progress of the service in accordance with the agreed milestones. The Contractor shall invoice its services in a verifiable manner. He must draw up the invoices in a clear manner, adhering to the order of the items and using the designations contained in the elements of the contract. The quantity calculations, drawings and other supporting documents required to prove the nature and scope of the services must be attached. Changes and additions to the contract must be specifically indicated in the invoice. They are to be billed separately on request.

14.6. If the above-mentioned requirements are met and from the date of receipt of the invoice by the client, a payment period of 30 days applies. Payments continue to require the submission of guarantee certificates, insofar as the contract provides for guarantees.

14.7. Payment is made by bank transfer. Without the prior written consent of the Client, the Contractor shall not be entitled to assign its claims against the Contractor or to have them collected by third parties. In the case of an extended retention of title, the consent is deemed to have been given. If the Contractor assigns its claim against the Client to a third party in contravention of sentence 1 without the Client's consent, the assignment shall nevertheless be effective. However, the Client may, at its discretion, make payments to the Contractor or the third party with discharging effect.

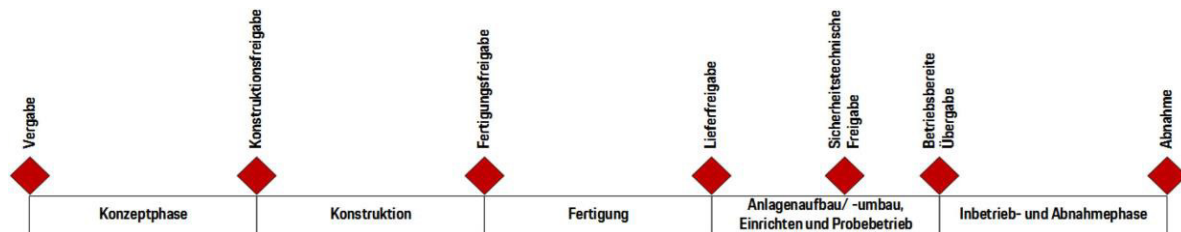
15. Quality Assurance & Control

With regard to quality assurance, the provisions of the specifications and the accompanying documents apply. In addition to the inspections provided for therein, the Client reserves the right to carry out an additional random check of the quality assurance measures to be carried out by the Contractor or its vicarious agents itself or to have them carried out by third parties. The personnel and material costs for such additional inspections shall be borne by the client.



16. Project Schedule

16.1. Diagram The following diagram illustrates the process of plant planning and construction.



16.2. Design, production and delivery approval The prerequisite for the start of the design, production and construction of the plant / conversion of the plant is the written approval by the customer in accordance with the specifications. For this purpose, the Contractor must request the Client in writing in good time. The release does not change the sole responsibility of the Client for the correctness and suitability of the service provided by him.

16.3. Plant construction/conversion, set-up The plant construction/conversion and set-up at the place of use by the contractor is carried out after delivery has been approved by the customer. During the trial operation, the Contractor must check the functions and characteristics of the equipment and eliminate any defects and errors that have been identified. The trial operation is the responsibility of the contractor. It is carried out under operational serial conditions at the customer's premises. As a matter of principle, the trial operation is carried out with the temporary involvement of the customer's production personnel.

16.4.2. The prerequisite for the involvement of the client's operating personnel is the prior safety approval and the training of the operating personnel. This presupposes that the contractor can prove that the requirements of § 6 of the Industrial Safety Ordinance have been complied with and that the operation of the system by the client's operating personnel is possible without danger. In principle, all occupational health and safety measures of normal operation should already have been taken as far as possible. For all remaining hazards, the contractor must develop and implement a safety concept on the basis of a risk assessment, which includes further measures and/or temporary facilities in addition to the already effective safety devices of the facility.

16.4.3. During the trial operation, the contractor is responsible for maintenance and troubleshooting. During this period, the Client's maintenance personnel must be trained by the Contractor and involved in the elimination of faults.

16.4.4. Damage caused by the Client's personnel during the trial operation in violation of the operating instructions communicated by the Contractor shall be borne by the Client, unless the Client is not responsible for the violation.

16.4.5. The total duration of the trial operation is determined by the tender negotiation protocol or the annexes or documents listed therein.

16.4.6. If a malfunction occurs during the trial operation as a result of which the trial operation is interrupted or substantially restricted, the trial operation shall be extended by the duration of this disruption, unless the disruption is the fault of the client.

16.4.7. The start of the trial operation or any events during the trial operation are not associated with the transfer of risk, the acceptance, nor the beginning of the warranty period.

16.4.8. During the trial operation, all changes to the system and its mode of operation must be documented by the contractor.

16.5. Ready-to-use handover The ready-to-use handover will take place according to the schedule agreed between the parties.

16.5.2. After the operational handover, the commissioning phase of the system begins under series conditions and the verification of the agreed functions and properties under series conditions as well as the proof of any agreed availability.

16.5.3. Defects occurring during the commissioning phase in accordance with Section 16.5.2 shall be remedied by the Contractor.

16.5.4. The transfer of risk or any events during the commissioning phase in accordance with clause 16.5.2 does not imply the transfer of risk,

nor the acceptance, nor the beginning of the warranty period.

17. Decrease

17.1. The prerequisite for acceptance is proof of the conformity of the system with the contract, which must be provided by the contractor. The details can be found in the tender negotiation protocol or the purchase order as well as the respective annexes.

17.2. If only minor defects are found which do not affect the function of the system, acceptance may be carried out subject to the immediate elimination of these defects. In this case, the Client is entitled to withhold a reasonable amount until the defects have been remedied; as a rule, it is reasonable to pay twice the cost required to remedy the defect. The same applies to cases of § 640 (2) BGB. The amount of the warranty retention or warranty bond pursuant to Section 23.4 shall be offset against the retention stated herein.

17.3. The Contractor shall notify the Client in writing of the readiness of the system for acceptance. The acceptance date is then determined together. The acceptance must be declared in writing in the form of an acceptance report. Payments are not acceptance.

17.4. If the Client fails to accept the system for reasons for which it is solely responsible, the Client shall be deemed to have accepted the system 3 months after the acceptance date specified in the tender negotiation protocol or later adjusted by mutual agreement, and the establishment of the acceptability as well as written notification thereof.

17.5. Additional expenses incurred by the Client as a result of necessary repeated acceptances shall be borne by the Contractor, unless the Contractor is not responsible for this.

18. Passing

Upon acceptance, the risk of accidental destruction or accidental deterioration of the system passes to the client.

19. Transfer of property

Upon payment of the total price at the latest, ownership of the system and all associated materials/parts as well as the technical documents and documentation shall be transferred to the client without restriction. If advance or partial payments are made by the Client, for which no collateral has been or will be provided, the Contractor shall transfer to the Client the (co-)ownership of the system or the materials not yet installed on a pro rata basis in accordance with the proportion of the payments made in the total price.

20. Warranty

20.1. Insofar as the law does not provide for a longer warranty period, the Contractor shall guarantee compliance with the specifications agreed in Section 2, the suitability and absence of defects of the materials and supplier parts as well as the absence of other defects in the system for a period of 36 months from the date of acceptance. Furthermore, the Contractor warrants that the system is suitable for the purpose envisaged in the contract and has a design that is favourable for maintenance costs and has a high running time factor. The warranty for defects of title is based on Section 25.

20.2. If there is a defect, the Client is entitled to the following warranty rights: He may first demand subsequent performance, whereby the choice of the type of subsequent performance lies with the Client. If the Contractor fails to comply with its obligation to provide supplementary performance within a reasonable period of time set by the Client, or if the setting of a deadline is unnecessary by law, the Client shall be entitled to have the defect remedied at the expense of the Contractor itself or by a third party, to reduce the remuneration or to withdraw from the contract. The Client may also claim damages or reimbursement of futile expenses, unless the Contractor is not responsible for the defect.

20.3. In urgent cases, the Client may, with the consent of the Contractor, which may not be unreasonably withheld, carry out the rectification itself

- or by a third party. The right to self-performance in accordance with Section 20.2 remains unaffected.
- 20.4. Claims for defects can be asserted within 6 months after the expiry of the warranty period or any warranty periods, if the respective defects have been notified to the Contractor before the expiry of the respective period. The statutory provisions on suspension and recommencement of the statute of limitations remain unaffected.
- 20.5. For delivery parts that could not remain in operation during the investigation of a defect and/or the rectification of defects, the current warranty period is extended and, in the case of a warranty granted, the warranty period is extended by the time of the interruption of operation. Further legal regulations remain unaffected. For repaired or newly delivered parts, the warranty period begins with the end of the repair or, if an acceptance has been agreed, with the new acceptance. If necessary, acceptance must be requested in writing.
- 20.6. The Contractor is also responsible for the actions of its legal representatives, employees, vicarious agents and vicarious agents. This applies accordingly to subcontractors and suppliers.
- 20.7. In all other respects, unless otherwise stipulated in these Terms and Conditions of Purchase, the statutory provisions shall apply.
- 21. Liability for damages and reimbursement of expenses**
The Contractor's liability for damages and reimbursement of expenses is governed by the statutory provisions.
- 22. Insurance**
Within 14 days of the conclusion of the contract, the Contractor is obliged to provide evidence of liability insurance that is appropriate to the content and risk of the contract and its business significance and to maintain it to the same extent beyond the term of the contract as long as damages, reimbursement of expenses or other claims are possible under this contract or the law.
- 23. Sureties and Retention of Warranties**
- 23.1. If a down payment by the Client has been agreed, the Contractor shall provide the Client with a deposit guarantee from a credit institution or an insurance company authorised to conduct business within the EU or the EEA as security for the advance payments to be made, including interest, free of charge for the Client, in the amount of the down payment including VAT in the amount of the down payment including VAT in accordance with the protocol of the tender negotiation protocol.
- 23.2. The advance payment guarantee shall be returned to the Contractor on a step-by-step basis in the amount in which the Client acquires ownership of the plant or parts thereof or otherwise gains an increase in value through the Contractor's performance. Upon signing the contract, the Contractor shall provide the Client with a free, indefinite, irrevocable and joint and several guarantee for the performance of the contract, including any contractual or pre-contractual claims for damages, for the payment of a contractual penalty, for the reimbursement of overpayments, in each case including interest, a free, indefinite, irrevocable and joint and several guarantee for the performance of the contract from a credit institution or an insurance company, which is established within the EU or the EEA for the purpose of business operations, more than 10% of the total order value incl. VAT. The guarantee shall conform to the model annexed to the minutes of the tender negotiations. The repayment of advance payments is not covered by the contract performance bond. Insofar as changes in quantity, contract changes and/or additional services increase the total order value by at least 10%, the client is entitled to demand a corresponding increase in the guarantee amount.
- 23.4. The Client shall return the Contract Performance Bond to the Contractor upon the occurrence of the legal effects of the acceptance of the system. In order to secure warranty claims asserted against the Contractor after acceptance, a warranty retention of 5% of the total contract value (gross, i.e. incl. VAT) will be deducted from the final payment. The Contractor has the right to replace the warranty retention by a free, indefinite, irrevocable and joint and several guarantee, in the same amount, from a credit institution or an insurance company that is approved for business operations within the EU or the EEA - according to the model attached as an annex to the tender negotiation protocol.
- The Client shall return any unused security for claims for defects after expiry of the warranty period or any agreed warranty periods. If, however, his asserted claims have not yet been fulfilled at that time, he is entitled to withhold a corresponding part of the security. This does not apply to the extent that claims for defects have already become time-barred.
- 23.5. For all guarantees pursuant to Section 23, the guarantor must declare that the law of the Federal Republic of Germany shall apply exclusively to disputes arising from such a guarantee and that the place of jurisdiction at the choice of the principal shall be the place of use or the registered office of the principal.
- 24. Spares**
- 24.1. As part of the documentation, the Contractor shall provide the Client with:
- a spare parts catalogue in accordance with the customer's specifications for all spare and wear parts, stating all the order data necessary for smooth procurement from the respective manufacturer (manufacturer, manufacturer article number, etc.).
- 24.2. The Contractor undertakes to supply the Client with the spare and wear parts manufactured by the Client for 10 years after acceptance at the conditions set out in the tender negotiation protocol. If spare or wear parts can be replaced by those with comparable or higher functionality, the Contractor satisfies its obligation by delivering these parts or informing us from which suppliers they can be obtained.
- 24.3. The Contractor shall be released from this obligation to supply if he hands over to the Client all documents necessary for a replacement production (including the know-how contained therein), in particular drawings and calculations in 3 copies, and grants the Client the rights of use to the documents as well as the intellectual property rights required for the manufacture and use of the spare parts in accordance with Sections 25.4 and 25.5 at no additional cost.
- 24.4. The Contractor shall inform the Client immediately if circumstances arise that jeopardise the orderly supply of spare or wear parts.
- 24.5. The warranty and liability for spare and wear parts supplied by the Contractor is based on the provisions of Sections 20 and 21 of this contract. The warranty period, as well as any warranty periods, begin with the delivery of the spare parts.
- 24.6. The customer is also entitled to purchase spare parts and wear parts from third parties.
- 25. Intellectual Property Rights, Warranty of Title**
- 25.1. In accordance with Section 20.1, the Contractor warrants that the deliveries and services rendered by it do not infringe the rights of third parties when used as intended. This applies in particular to the rights of third parties that relate to processes for the use of the system and are likely to hinder the worldwide undisturbed delivery of parts manufactured on the system. In this respect, he indemnifies the client against claims by third parties, unless he was not aware of the rights of the third party and was not recognizable by exercising the care of a prudent businessman.
- The client reserves the right to make further claims. This does not apply if the Contractor performs the deliveries and services according to drawings, models or other information provided by the Client and the Contractor does not know and could not have recognized that the rights of third parties are thereby infringed. The Contractor shall immediately notify the Client in writing of any rights of third parties which may affect the delivery of parts manufactured on the system or which could hinder undisturbed use of the system. The Client may decide whether to take such rights of third parties into account. If a third party asserts an interference with a right during the intended use of the system, the Contractor undertakes to immediately bring about a clarification with the third party so that the third party no longer asserts any rights against the use of the system or the delivery of parts manufactured on the system and the Client can use the system without disturbance. The Client may, at its option, also require the Contractor to modify the Exhibit in such a way that it no longer infringes the rights of third parties, taking into account the economic interests, provided that compliance with the specification is still ensured, or to acquire the rights to use the subject matter of the contract from the third party at its own expense. If both are not possible, unsuccessful, or if this is not done within a reasonable period of time set by the Client, or if this is unjustifiably refused, then the Client is entitled to the contractual and statutory rights to withdrawal, reduction and damages. In addition, the Client is entitled to have the necessary changes or the necessary acquisition of rights carried out at the expense and risk of the Contractor itself or by third parties, so that the system does not infringe the rights of third parties. Insofar as the deliveries and services provided by the Contractor and the documents and documentation handed over or parts thereof (including spare parts) are protected by copyrights, patents, utility models and designs or other rights (hereinafter referred to as "old property rights"), the Contractor hereby grants the Client the free of charge, non-exclusive, irrevocable, transferable at the time of sale of the system, unlimited in time and place: to use the respective law with regard to the specific installation. Upon request by the Client, the Contractor shall immediately provide written information about these rights. Insofar as a patent-protected process must be exercised for the intended use of the subject matter of the contract, sentence 1 shall apply accordingly. In the case of rights of use under copyright law, the grant of rights refers to all known types of use, in particular the right to reproduce, distribute, exhibit, modify and edit. In the event of termination of the contract, clause 26.7 shall apply.
- 25.3. Insofar as protectable work results (hereinafter referred to as "new property rights") arise within the scope of the service to be rendered, these are the property of the contractual partner whose employees have achieved these work results. In respect of the Contractor's new property rights, the Client shall receive a

locally unlimited, free, non-exclusive right of use; this includes the right to sublicense.

- 25.6. If employees of both contracting parties are involved in the protectable work result, the contracting parties will jointly apply for a patent/utility model for the invention. The granting of licences to these common property rights will only take place jointly, and the contracting parties will agree on the handling of these common property rights on a case-by-case basis.

26. Termination and resignation

- 26.1. The Client is entitled to terminate the entire contract or parts thereof at any time until the completion of the system.
- 26.2. The right to terminate the contract for good cause remains unaffected. In particular, good cause for the Client shall be deemed to exist if the Client justifiably refuses to release the licence in accordance with Section 16.1 even after the second attempt.
- 26.2.2. if, after the conclusion of the contract, a significant deterioration in the financial situation of the Contractor or in the intrinsic value of a security occurs or becomes apparent, which is likely to jeopardise the fulfilment of the obligations to the Client – even by realising an existing security for this purpose – and the Client fails to provide either the complete performance of the work or an adequate guarantee after the expiry of a reasonable period of time, at the discretion of the Contractor. provides security.
- 26.3. If there is an important reason for termination and the Contractor is responsible for it, only the services rendered, self-contained and proven in accordance with the contract up to that point are to be remunerated, insofar as these can be used by the Client under reasonable circumstances.
- 26.4. If there is no good cause for termination, the Client shall reimburse the expenses demonstrably incurred up to the termination of the contract and resulting directly from the order, including the costs from liabilities that cannot be resolvable accordingly, up to a maximum of the amount of the order value. The Contractor shall not be entitled to any further claims for performance or damages on the occasion of termination.
- 26.5. The Client's right to terminate or withdraw for other reasons provided for by law remains unaffected.
- 26.6. Claims for damages on the part of the Client remain unaffected. The Contractor grants the Client the rights of use of the work results created up to the date of termination in accordance with Sections 25.4 and 25.5.
- 26.7.

27. Confidentiality

- 27.1 The Contracting Parties are obliged to treat all Confidential Information within the meaning of this Section 27 of the other Contracting Party confidentially, to protect it from access and knowledge by third parties, in particular by means of appropriate technical and organizational measures, and not to transmit or make available to third parties, in whole or in part, directly or indirectly, and to use it exclusively in accordance with and for the performance of the Contract and only to those to their employees who need the Confidential Information for the purpose of performing the contract and who are themselves subject to a confidentiality obligation. Companies affiliated with Porsche pursuant to Section 15 of the German Stock Corporation Act (AktG) are not considered third parties by Porsche in the above sense.

"Confidential Information" means any written, oral, electronic, visual, or any other communication, document, disclosure, material, or other information, whether or not in place, of the Disclosing Party, including, but not limited to, data, know-how, source code, technical and non-technical information, materials, prototypes, samples, specifications, pricing, and other operational information, and including all Reproductions thereof which are transmitted to the other Party in connection with the Agreement or otherwise made available, regardless of whether they are expressly marked as "confidential" or "protected" or whether the disclosing Party's intention to maintain secrecy results from the nature of the information or otherwise.

Information shall not be considered Confidential Information to the extent that the receiving Party can demonstrate that such information:

- were known, generally known or freely available to the public at the time of transmission or making available to the receiving Party;
- became generally known or freely available to the public after their transmission or disclosure without direct or indirect breach of a duty of confidentiality vis-à-vis the disclosing Party;
- have been transmitted or made available to the receiving Party by a third party authorised to do so outside the scope of a duty of confidentiality vis-à-vis the disclosing Party, after they have been transmitted or made available to the receiving Party;
- created or developed by the receiving Party without use of, or reference to, the Disclosing Party's Confidential Information;

- has been expressly marked or described in writing by the disclosing Party as non-confidential; or
- the receiving contracting party is obliged to disclose on the basis of a final judicial or official decision.

The obligations under this clause 27.1 shall apply for the term of the contract or its performance and for a period of five years thereafter.

The subcontractors and subcontractors employed in the context of the Project are not third parties within the meaning of this Regulation, provided that they are subject to a confidentiality obligation in accordance with the provisions of this Section 27.1, whereby the disclosure of Confidential Information shall be limited to those Confidential Information that they need to provide their services to the receiving Contracting Party.

27.2 The Contracting Party may only advertise the business relationship with the prior written consent of Porsche.

28. Information Security

The Contracting Party undertakes to protect all information and data of Porsche, in particular confidential information within the meaning of Section 27.1 (hereinafter referred to as "Porsche Data"), in accordance with the state of the art, immediately and effectively against unauthorized access, alteration, destruction or loss, unauthorized transmission, other unauthorized processing and other misuse. When backing up Porsche data, all precautions and measures must be taken in accordance with the currently recognised state of the art in order to archive and restore data at any time in a loss-proof and legally secure manner. At Porsche's request, the Contractual Partner is obliged to have a TISAX test (www.tisax.de) carried out within a reasonable period of time with the TISAX test objective specified by Porsche and to make the result available to Porsche.

29. Data protection and assignment of data

29.1 If the Contracting Party obtains access to personal data in the course of the provision of the contractual services, it shall comply with the applicable data protection regulations, in particular process personal data exclusively for the purpose of providing the contractual services (purpose), ensure that its employees have access to the data only to the extent absolutely necessary, and oblige its employees in writing on the basis of data secrecy to comply with these data regulations. data protection regulations and prove this to Porsche on request. In the event of the processing of personal data by the contractual partner on behalf of Porsche, the data protection agreement required by Porsche must be concluded (in particular the order processing agreement) before the contractual partner gains access to personal data from Porsche. The contractual partner assures that the processing of personal data attributable to Porsche or its customers only takes place within the territory of the Federal Republic of Germany, a member state of the European Union or a state party to the Agreement on the European Economic Area. Deviations from this must be expressly agreed in writing between Porsche and the contractual partner.

29.2 The contractual services must be provided in accordance with the requirements for data protection by design and by default (Art. 25 GDPR), insofar as these requirements are applicable to the contractual services. In this case, the contractual partner shall provide Porsche with the documentation of the implementation of these requirements upon request and shall ensure that the principles for the processing of personal data (Art. 5 GDPR) can be fulfilled in the intended use of the contractual services.

29.3 The Contracting Party acknowledges that all data generated by Porsche, the Contractual Partner, the End Customer or any other third party from or in connection with the use of the subject matter of the Contract shall be assigned to Porsche, unless the End Customer or another third party is entitled to it under applicable law. The Contracting Party will not assert any ownership or other rights to this data and, in particular, will not use the data for "big data purposes", such as data collection, the creation of databases or the performance of data analyses. The right of the contractual partner to use data for the performance of this contract, insofar as this is necessary for this purpose, remains unaffected.

The Contractor's right to use data for the performance of this contract, insofar as this is necessary for this purpose, remains unaffected.

30. Compliance and Sustainability

30.1 The Contracting Party undertakes to take all measures that are necessary and appropriate to combat corruption and to avoid other violations of the law, in particular antitrust law, competition law, environmental protection, customs and foreign trade law and employee rights. The Contracting Party shall take reasonable organisational measures (including legal or contractual) measures to prevent its legal representatives, employees, subcontractors, consultants or other third parties commissioned by it from making themselves liable to prosecution by committing or omitting acts, for example, for bribery, corruption, granting of advantages, acceptance of advantages, money laundering, fraud or breach of trust.

30.2 In the event of a breach of these obligations or if there is a reasonable suspicion of such a breach in connection with the performance of the obligations under this Agreement, the Contracting Party shall immediately inform Porsche and inform Porsche of the corrective measures it will take to remedy the breach and prevent future breaches. If the contractual partner fails to inform Porsche immediately or to take appropriate remedial measures within 60 days of becoming aware of it, Porsche is entitled to take appropriate legal action, up to and including the termination of the contract in question without notice or the termination of the business relationship with immediate effect. It is incumbent on Porsche to refrain from such consequences and instead to take alternative measures if the contractual partner can credibly assure and prove that it has immediately taken countermeasures to avoid similar infringements in the future. 30.3 The Contracting Party shall indemnify Porsche, its legal representatives, organs and employees against all claims, damages, costs and expenses and, among other things, legal costs resulting from the breach of the obligations under this clause, provided that this breach is not attributable to Porsche or to a third party commissioned by Porsche.

30.4 Insofar as Porsche or authorities require insight into the production process or the provision of services and the documents and processes of the Contractual Partner relating to the order in order to verify certain requirements, the Contractual Partner undertakes to allow such a review or audit in its area and to provide all reasonable support in doing so. 30.5 In all other respects, the provisions set out in

www.porscheengineering.com/peg/en/conditionsofpurchase/ available
"Requirements of the Volkswagen Group for Sustainability in Relations with Business Partners (Code of Conduct for Business Partners)". In all other
www.porscheengineering.com/peg/en/conditionsofpurchase/
available provisions of the Guideline "Principles of Conduct for Business Partners".

31. Contract language

The contract language is German. This also applies to all other documentation, e.g. down payment and warranty bonds. Insofar as the contracting parties also use another language, the German version shall take precedence in the event of contradictions and deviations.

32. General Provisions

32.1 Should any provision of this contract and the other agreements made be or become invalid or unenforceable, this shall not affect the validity of the remainder of the contract. The contracting parties are obliged to conduct negotiations in good faith in order to replace the invalid provision with an effective or feasible provision that is as close as possible to its economic success. This applies accordingly in the event of gaps in the contract.

32.2 The law of the Federal Republic of Germany shall apply exclusively. The application of the United Nations Convention of 11.4.1980 on Contracts for the International Sale of Goods is excluded.

32.3 The place of performance is the place of use specified in the tender negotiation protocol, unless otherwise agreed.

32.4 The exclusive place of jurisdiction is the registered office of the Client, whereby the Client reserves the right to assert claims at the court of the Contractor's registered office.