

1 Definitions

In these Terms, the following terms shall have the following meanings:

- 1.1 "Acceptance Criteria" means the acceptance criteria, requirements and/or specifications set out in or described in the Purchase Order. If no such specific criteria, requirements or specifications are provided for particular Deliverables, then the Acceptance Criteria is that such items meet Ulbrichts' reasonable expectations;
- 1.2 "Applicable Agreement" means the agreement between Ulbrichts and Supplier documented in the relevant Purchase Order (including Annexes thereto) and these Terms;
- 1.3 "Business Days" means Mondays through Fridays with the exception of public holidays in Austria.
- 1.4 "Customer" means Ulbrichts GmbH;
- 1.5 "Confidential Information" means all information disclosed by either Party in connection with the Applicable Agreements concerning the business, affairs, the Products, research and technologies of the disclosing Party and/or its customers that is not publicly available at the time it is disclosed to, or learned by the receiving Party. To the extent disclosed in connection with the Applicable Agreements, Confidential Information includes but without limitation to specifications; data; know-how; formulas; compositions; processes; designs; prints; sketches; photographs; samples; prototypes; test vehicles; inventions; concepts; ideas; past, current and planned research and development; past, current and planned manufacturing or distribution methods and processes; the identity of or other information about actual or potential customers, Ulbrichts contacts and Ulbrichts sales strategies; market studies, penetration data and other market information; sales and marketing plans, programs and strategies; sales, costs and other financial data; sources of supply for the Products, raw materials, and components; descriptions of plants and production equipment; price lists; business plans; financial reports and statements; computer software and programs (including object code and source code); databases; internal reports, memoranda, notes, analyses, compilations, studies and other data, information, materials or intangible asset that relate to the disclosing Party's business and/or Products. Confidential Information also includes any materials or information that contains or is based on any other Confidential Information, whether prepared by the disclosing Party, the receiving Party or any other person.
- 1.6 "Deliverables" means designs, drawings, plans, prototypes, samples, specifications, software, program, reports, other documents and things produced in the course of the provision of the Products/Services and included in the scope of work and any deliverables specified in the Applicable Agreements;
- 1.7 "EDI" means Electronic Data Interchange, i.e. the transmission of data via electronic communication links between the Parties or other machine-readable data media;
- 1.8 "Products" includes both tangible and intangible goods, including software, service requirements, spare parts and any related documentation that may accompany the goods as well as any and all Deliverables.
- 1.9 "IATF" means International Automotive Task Force, a working group set up by the major automotive OEMs and their suppliers with the purpose of harmonizing quality management methods and standards previously implemented at national level.
- 1.10 "INCOTERMS" means the commercial trade terms published by the International Chamber of Commerce and named "INCOTERMS 2020".
- 1.11 "Intellectual Property Rights" means any and all intellectual property rights worldwide arising under statutory law, common law or by contract including without limitation (i) patents, trademarks, design rights, copyrights, rights in databases, domain names, know-how, look and feel, rights in confidential information; (ii) any rights analogous to the foregoing; (iii) application filing, renewal and extensions of the foregoing;
- 1.12 "In writing" or "written" also includes text form, e.g. via fax, email or EDI, unless a signature is required.
- 1.13 "ISO/IEC" means International Organization for Standardization and International Electrotechnical Commission, respectively.
- 1.14 "Know-how" means technical information and technical design related information (including but not limited to automotive design, product design, graphic design, web design, corporate identity design, interior design, branding and user experience design) incorporated in the work results and/or necessary to commercially adequately exploit the work results achieved by Supplier and/or on behalf of Supplier under the respective Purchase Order, in particular and including (whether in written or electronic or magnetic form), trade secrets, unpatented inventions and other tangible or intangible information such as all documentation on research & development (encompassing without limitation documentation on research materials, test data, product data and safety data).
- 1.15 "Law" means any and all applicable rules of law, statutes, statutory instruments, directives, regulations, orders and other instruments having the force of law and any applicable codes of conduct, guidance, directions and/or determinations with which Ulbrichts and/or Supplier is bound to comply;
- 1.16 "OEM" means original equipment manufacturer, i.e. car manufacturer.
- 1.17 "Price" means the price detailed in the Applicable Agreements. The Price shall include any and all taxes and charges;
- 1.18 "Price Sheet" means a price information sheet issued by Ulbrichts to Supplier documenting negotiated prices in for the series production.
- 1.19 "Purchase Order" means Ulbrichts' written instruction, as issued by Ulbrichts and delivered to Supplier, either by mail, by electronic means, by internet, or otherwise, to design, develop, manufacture or provide the Products or to provide Services, and including contractual provisions which are specific to the procurement of such Products/Services, incorporating these Terms, together with any relevant technical documentation;

- 1.20 "Release Schedule" means any document issued by Ulbrichts which describes the required quantity of Products and the times of delivery (e.g. delivery call-offs).
- 1.21 "Special Products" means Products or parts of Products the construction, composition or functions of which are specified by Ulbrichts and which Supplier makes to Ulbrichts' specifications and delivers solely to Ulbrichts and Ulbrichts' affiliated companies.
- 1.22 "Supplier" means the Company from which Ulbrichts desires to purchase any Products under these Terms (Supplier and collectively with Ulbrichts, the "Parties" and each a "Party");
- 1.23 "Services" means the services specified in the Purchase Order.
- 1.24 "Tooling" means production equipment, including but not limited to forging dies, testing and measuring equipment (e.g. gauges), matrices, models, samples, tools, devices, drawings and similar items required for the production and examination of Products.
- 1.25 "VDA" means Verband der Automobilindustrie (German Association of the Automotive Industry), Berlin, Germany.
- 1.26 "Warranty Agreement" means an agreement between the Parties defining Supplier's warranty obligations and Ulbrichts' warranty rights.

2 Agreement and Acceptance

- 2.1 The legal relationship between Supplier and Ulbrichts shall be governed exclusively by the relevant Applicable Agreement. Any terms to the contrary are hereby expressly excluded.
- 2.2 The unconditional acceptance of the Products/Services or payment by Ulbrichts shall in no case constitute acceptance of the terms and conditions of Supplier.
- 2.3 The Terms shall also apply for all future transactions of this kind with Supplier.
- 2.4 These Terms shall govern and form an integral part of all Applicable Agreements entered into and all Purchase Orders placed by Ulbrichts for the provision of the Products/Services by Supplier. Each such agreement or Purchase Order shall be referred to herein as the "Applicable Agreement".
- 2.5 Ulbrichts reserves the right to change these Terms at any time with effect for future Applicable Agreements.
- 2.6 Supplier's acceptance of a Purchase Order and these Terms is expressly limited to the terms and conditions contained herein. Supplier acknowledges and agrees to be bound by, and comply with, all (a) terms and conditions contained herein; (b) all Applicable Agreements; and (c) all of the foregoing as the same may be amended by Ulbrichts from time to time. Supplier shall have accepted each and every one of these terms and conditions when it does any of the following: (a) executes and returns the acknowledgement copy of these Terms and Conditions; or (b) when it delivers to Ulbrichts any Products/Services ordered pursuant to a Purchase Order issued by Ulbrichts herein; or (c) renders for Ulbrichts any of the services ordered pursuant to a Purchase Order issued by Ulbrichts, whichever shall first occur. Any terms set forth by Supplier are rejected in whole, unless specifically accepted in a writing specifically accepting such terms and signed by Ulbrichts.
- 2.7 Any proposals submitted by Supplier to Ulbrichts shall be binding and made free of charge to Ulbrichts.

3 Order of Precedence

- 3.1 In the event of any conflict between these Terms and other legal documents concluded by Ulbrichts and Supplier, the conflict shall be resolved in accordance with the following order of precedence:
 - These Terms in its current version.
 - The Master Purchase of Products and Services Agreement (if applicable)
 - The applicable Purchase Order(s);

- 3.2 Deviations from these Terms shall only be permissible and valid, if the wording of the deviating clause explicitly refers to the clause of these Terms from which is deviated.

4 Scope of Products/Services

- 4.1 Supplier shall provide Ulbrichts with the Products/Services specifically set forth in a Purchase Order.
- 4.2 Supplier acknowledges and agrees that any Applicable Agreement does not constitute an exclusive agreement between Ulbrichts and Supplier, nor does Ulbrichts commit to or guarantee any volume or monetary amount hereunder and there is no obligation of Ulbrichts to purchase goods/services similar to the Products/Services from Supplier.
- 4.3 Ulbrichts may purchase such goods/services from Suppliers other than Supplier.

5 Customer Requirements

- 5.1 Where Products are sold, or are incorporated into goods or services that are sold, by Ulbrichts to a Customer (the "Customer Products"), whether directly or indirectly through an upper tier supplier or any other third party (the "Upper Tier Supplier"), Supplier shall take such steps, provide such disclosure, comply with such requirements and take all other actions as reasonably requested by Ulbrichts to meet its obligations under the terms and conditions of any contract or purchase order or other document between Ulbrichts and Customer (or Upper Tier Supplier, respectively), (the "Customer Terms") that may be applicable. This may include Supplier accepting changes to the Applicable Agreement corresponding to the respective Customer Terms, including without limitation changes to provisions on delivery, packaging and labeling requirements; defective Products and applicable limitation periods; intellectual property rights and indemnifications; access to records; and replacement and service parts. If required to perform a request from Ulbrichts, Ulbrichts shall provide Supplier with information

regarding the applicable Customer Terms, provided that such information is non-confidential.

- 5.2 If Products are ordered on the basis of a Customer part number, then such Products shall comply with the applicable Customer drawings and additional documentation referenced in such drawings (in particular 3D models, PRISM meta data, published technical product specifications) as well as the corresponding project specifications (Lastenhefte) and service level agreements (Leistungsschnittstellenvereinbarungen), unless explicitly agreed otherwise in the relevant Applicable Agreement.

6 Modifications

- 6.1 Ulbrichts reserves the right to make or cause Supplier to make any changes, additions or alteration in the items, quantities, destination, specifications, drawings, designs or delivery schedules. Supplier agrees to make the foregoing changes promptly upon receipt of Ulbrichts' request.
- 6.2 Any differences in price or time for performance resulting from the foregoing changes shall be equivalently adjusted by Ulbrichts based on negotiation between both Parties after receipt of documentation in such form and detail as Ulbrichts may direct.
- 6.3 Supplier shall not make any change in the design, processing, packing, marking, shipping or date or place of delivery of the Products/Services without Ulbrichts' instructions or approval in writing.

7 Project Management

- 7.1 For each project, Supplier and Ulbrichts shall each designate a project manager (the "Project Managers") who shall have the responsibilities set forth in the relevant Applicable Agreement.
- 7.2 Each Project Manager shall be responsible for providing timely management decisions as required or requested relating to the project.
- 7.3 From time to time at the request of the Ulbrichts Project Manager, the Supplier Project Manager shall provide to the Ulbrichts Project Manager a written report of the status of the Project. Details shall be agreed between the Parties and set forth in the relevant Applicable Agreement.

8 Quality Assurance

- 8.1 The requirements and the processes for safeguarding the quality of purchased materials, components, subassemblies and services delivered by Supplier to Ulbrichts are set forth in the Quality Assurance Annex attached hereto.
- 8.2 Supplier shall be and remain compliant with all applicable laws, regulations and industry standards and obtain and uphold any registrations/certifications required for the provision of the Products/Services for any period of time Supplier supplies Products/Services to Ulbrichts. In the event that such registration/certification is/are discontinued, terminated, cancelled or expire, Supplier must obtain and maintain a Ulbrichts approved equivalent (or greater) registration/certification within sixty (60) calendar days from loss of such prior registration/certification. Supplier shall, in the manufacture of Products, performance of work or Services under a Purchase Order, fully comply with all applicable Laws, rules, regulations or ordinances.
- 8.3 In the event that Supplier has entered into a valid Quality Assurance Agreement applicable to Ulbrichts' Purchase order regarding Products/Services, such Quality Assurance Agreement shall apply in lieu of the Quality Assurance Annex. In the case of any discrepancy or inconsistency between (1) the Purchase Order, (2) Quality Assurance Agreement and (3) these Terms, the documents shall prevail over each other in the order of their aforementioned listing in this sentence.

9 Subcontractors

- 9.1 Without Ulbrichts' prior written consent, Supplier shall not subcontract or delegate the performance of any deliveries, works or services. Supplier shall remain responsible and be liable for the performance of any approved subcontractor and shall ensure that any approved subcontractor (i) follows all agreed quality assurance measures so that Products delivered to Ulbrichts meet the agreed quality standards; and (ii) possesses and follows all agreed process instructions and test plans. For this purpose, Supplier shall carry out inspections or on-site audits of the approved subcontractor and any sub-suppliers on a regular basis and as directed by Ulbrichts.
- 9.2 Supplier shall take all reasonable steps to enable Ulbrichts to audit Supplier's subcontractors and sub-suppliers and shall reasonably assist Ulbrichts with such audits.

10 Volume Projections and Ulbrichts Purchase Commitments

- 10.1 Any estimates, forecasts or projections of volumes or quantities of Products provided by Ulbrichts (the "Projections"), including but not limited to Projections provided in Ulbrichts' Release Schedules, are non-binding.
- 10.2 Projections are provided for informational purposes only and are based on a number of economic and business factors, variables and assumptions, some or all of which may change over time, including without limitation due to changes in Customer's requirements.
- 10.3 Ulbrichts does not assume any responsibility or liability with respect to the accuracy or completeness of any such Projections.
- 10.4 The commitment of purchase from Ulbrichts to Supplier is determined in the Ulbrichts' Release Schedules.
- 10.5 Unless explicitly agreed otherwise in the relevant Applicable Agreement, Ulbrichts' purchase commitment is limited to the product quantities to be delivered according to the delivery schedule in the 14 calendar days following the current date.
- 10.6 Ulbrichts shall have no respective obligation to purchase, except to the extent agreed in the relevant Applicable Agreement.

11 Supplier's Property

- 11.1 Unless explicitly agreed otherwise in the relevant Applicable Agreement, Supplier, at its expense, shall provide all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns and other items (hereinafter referred to as the "Supplier's Property"), to keep the Products in good condition. The cost of changes to Supplier's Property necessary to make design and specification changes authorized by Ulbrichts shall be paid for by Ulbrichts. Supplier shall, at its expense, insure Supplier's Property with full fire and extended coverage insurance for its replacement value.
- 11.2 Supplier hereby grants Ulbrichts an irrevocable option to take possession of and title to Supplier's Property that is special for the production of the Products upon payment to Supplier of its net book value less any amounts that Ulbrichts has previously paid to Supplier for the cost of such items. Provided, however, that the foregoing option shall not apply, if Supplier's Property is used to produce the Products that are the standard stock of Supplier or if a substantial quantity of like Products are being sold by Supplier to third parties.

12 Ulbrichts' Property

- 12.1 All Products, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment or other items furnished by Ulbrichts, either directly or indirectly, to Supplier to perform the Applicable Agreements, or for which Supplier has been reimbursed by Ulbrichts, shall be and remain the property of Ulbrichts and held by Supplier on a bailment basis (hereinafter referred to as "Ulbrichts' Property").
- 12.2 Supplier shall bear the risk of loss and damage to Ulbrichts' Property when Ulbrichts' Property is maintained by Supplier.
- 12.3 Supplier shall, at all time, at its expense, properly store and maintain Ulbrichts' Property. Furthermore, Supplier shall not use Ulbrichts' Property for any purposes other than the performance of the Applicable Agreements. Supplier shall regard Ulbrichts' Property as removable assets and label the same for Ulbrichts-owned property, which shall not be commingled with Supplier's Property or that of any third party.
- 12.4 Supplier is not entitled to move Ulbrichts' Property out of Supplier's premises without Ulbrichts' prior written approval.
- 12.5 Upon Ulbrichts' request, Supplier shall grant to Ulbrichts access to Ulbrichts' Property during Supplier's business hours.
- 12.6 Upon Ulbrichts' request, Supplier shall promptly return or ship Ulbrichts' Property to Ulbrichts:

DDP (INCOTERMS 2020) transport Ulbrichts' Property from Supplier's plant, and properly packed and marked in consistent with the requirements of the carrier selected by Ulbrichts; or

to any location designated by Ulbrichts, in which event, Ulbrichts shall pay to Supplier the reasonable costs of delivering such property.

13 Tooling

- 13.1 Title to a Tooling shall pass to Ulbrichts in accordance with the provisions of the respective Applicable Agreement.
- 13.2 Supplier shall mark the relevant Tooling as Ulbrichts' property. If in the development of Tooling, Intellectual Property Rights or copyrights arise related to the Tooling, Ulbrichts and its Affiliated Companies shall receive free of charge an irrevocable fully paid-up, non-exclusive, perpetual, global right to use said rights for their own purposes.
- 13.3 To the extent that Supplier's background Intellectual Property Rights are necessary in order to use the Tooling, Ulbrichts shall hereby receive free of charge an irrevocable fully paid-up, non-exclusive, perpetual, global right of use with respect to such Tooling and which shall include the use by Ulbrichts for the purposes of serial production and the corresponding use by its Affiliated Companies as well as by third parties on behalf of Ulbrichts or its Affiliated Companies. The same applies to Supplier's background know-how.
- 13.4 In the event of cancellation or termination for any reason of a Applicable Agreement for the supply of Tooling where, on the date of cancellation or termination, title to the Tooling is not vested in Ulbrichts, Ulbrichts may obtain title to such Tooling by paying to Supplier (i) (for finished Tooling) the outstanding portion of the agreed total costs; or (ii) (for unfinished Tooling) such proportion of the outstanding costs as is represented by the costs actually incurred by Supplier in the supply of the Tooling as of the date of cancellation or termination.
- 13.5 Any and all Tooling owned by Ulbrichts which is in Supplier's possession or possession of Supplier's representatives, shall remain the property of Ulbrichts. Supplier shall mark such Tooling as the property of Ulbrichts and may not relocate it without the prior express written consent of Ulbrichts. Such Tooling shall not be sold, assigned as security, pledged, mortgaged, charged or otherwise encumbered or disposed of without the express prior written consent of Ulbrichts.
- 13.6 If a Tooling is provided by or completely financed by Ulbrichts, such Tooling may not, without explicit prior written consent of Ulbrichts, be used for the production of Products for any party other than Ulbrichts or its Affiliated Companies.
- 13.7 If Ulbrichts takes over a non-insignificant share in the product development costs for the Products to be supplied and/or if Ulbrichts contributes necessary Intellectual Property Rights or necessary know-how which Supplier does not have at its disposal and which it cannot obtain under reasonable conditions, such contribution may not be used by Supplier for the production of Products for delivery to third parties without prior written consent of Ulbrichts.
- 13.8 Supplier shall obtain and maintain adequate insurance coverage for the Tooling required for the supply of Ulbrichts. Maintenance by Supplier of such insurance coverage shall not affect Supplier's liability under any Applicable Agreement and/or a relating framework supply agreement.

- 13.9 Supplier shall treat all Tooling, regardless of ownership, with due care and diligence, constantly keeping it operational and in compliance with the latest design status. Supplier shall be responsible in particular for the correct and accurate dimensions of the Tooling, particularly of gauges.
- 13.10 Unless explicitly agreed otherwise in the relevant Applicable Agreement, the cost for the continuing repair, maintenance and readiness of the Tooling in unobjectionable condition shall be borne by Supplier in all respects.
- 13.11 Ulbrichts is entitled to demand surrender of Tooling which it owns, however Ulbrichts will enable Supplier to retain Tooling to the extent to which Supplier requires the same for executing a Purchase Order for Ulbrichts. In all other cases Supplier shall be obliged forthwith upon the request of Ulbrichts to surrender the Tooling owned by Ulbrichts.
- 13.12 Regardless of ownership, Supplier shall maintain Tooling used to manufacture Products in good working condition for the continued supply of Products for a period of fifteen (15) years following the end of Supplier's supply of the Products for Ulbrichts' serial production. Irrespective of such, each Tooling owned by Ulbrichts may only be scrapped with prior written consent of Ulbrichts. Supplier shall ensure that all subcontractors are contractually bound to adhere to the requirements under this Section.
- 14 Spare Parts**
- 14.1 Whether or not a Applicable Agreement remains in effect, Supplier will at the request of Ulbrichts provide Ulbrichts or its designated third parties with sufficient quantities of Products for use as spare parts for a period of fifteen (15) years following the end of Supplier's supply of the Products for Ulbrichts' serial production (End of Production, EOP) or for such lesser period of time as Ulbrichts shall determine in writing. Supplier shall ensure that its subcontractors comply with this Section.
- 14.2 One year before expiration of the abovementioned deadline, Supplier shall submit proposals in writing to Ulbrichts for an economically reasonable supply of spare parts for the time afterwards (hereinafter "**Classic Supply**"). Supplier's proposals shall be based on Ulbrichts' estimated future demands, which will be provided to Supplier by Ulbrichts upon written notice. Supplier's proposals should contain a reasonable offer for an all-time stocking on the basis of the last valid spare parts price or further supply at comparable and reasonable conditions. Supplier shall inform Ulbrichts in good time and in writing before the intended scrapping of Supplier-owned Tooling required for the Classic Supply.
- 14.3 During the term of an Applicable Agreement for Ulbrichts' serial production, the price of the Products used as spare parts shall be equal to the serial price agreed in the Applicable Agreement. During the extended term as set out in Section 14.1, the price shall be separately negotiated by the Parties in accordance with Section 14.1.
- 14.4 Ulbrichts and its Affiliated Companies shall be entitled to purchase Products used as spare parts directly from Supplier's subcontractors or from any other third party.
- 15 Documentation and Training**
- Upon delivery of the Products, Supplier shall provide a copy of all documentation, manuals, reports, applicable operational instructions, any additional specifications and program and system documentation relating to the Products necessary for the use, maintenance and operation thereof (collectively, the "Documentation") at no additional charge, cost or fee. In the event that Ulbrichts requests Supplier to furnish additional copies of any such Documentation, Supplier shall furnish the same to Ulbrichts at no additional charge, cost or fee.
- 16 Labelling of Products, Shipping, Billing and Ingredients Disclosure**
- 16.1 Supplier shall mark the Products as agreed in the relevant Applicable Agreement.
- 16.2 Neither of the Parties shall use any of the other Party's proprietary names, logos, trade names, trademarks or service marks without the prior written consent of the Party which owns or controls such proprietary names or trademarks.
- 16.3.1
- 16.3.2 Unless explicitly agreed otherwise in the relevant Applicable Agreement, Supplier agrees to:
- 16.3.3
- 16.3.4 Pack, mark and ship the Products in such manner as to prevent damage during transportation and facilitate unloading, handling and storage;
- 16.3.5 Route shipments in compliance with Ulbrichts' instructions (if any);
- 16.3.6 Make no charge for handling, packaging, storage or transportation of the Products;
- Provide each batch of the Products with shipment packing slips, which state Purchase Orders No. and/or Shipping Release No. of Ulbrichts and the date of shipment marked thereon;
- Properly mark each package with a label/tag in consistent with Ulbrichts' instructions;
- 16.5.1 Promptly forward the original Bills of Lading or other shipping documents for each shipment in consistent with Ulbrichts' instructions.
- 16.5.2
- 16.5.3 Supplier shall include on Bills of Lading or other shipping documents correct classification and identification of the Products shipped in compliance with Ulbrichts' instructions or the carrier's requirements. The marks on each package and the identification of the Products on packing slips, bills of lading and invoices (when necessary) shall be sufficient to enable Ulbrichts to easily identify the Products purchased.
- 16.5.4
- 16.5 Upon request by Ulbrichts, Supplier shall promptly furnish to Ulbrichts in such form and detail as Ulbrichts may direct:
- lists of all ingredients of the Products;
- the amount of all ingredients; and
- information with respect to any changes in or additions to such ingredients.
- 16.6 Supplier shall furnish prior to and with the shipment of the Products sufficient written warning and notice (including appropriate labels on the Products, containers and packing) of any hazardous material that is an ingredient or a part of any of Products to Ulbrichts; and
- such special handling instructions as may be necessary to advise carriers, Ulbrichts, and their respective employees of exercising the measures of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, using or disposal of the Products, containers and packing shipped to Ulbrichts.
- 17 Customs, Conformity, Origin and Export Control and Supply Chain Security**
- 17.1 For customs purposes Supplier shall attach an English-language commercial invoice in duplicate to the shipping documents. Any deviation from that procedure is only permitted subject to Ulbrichts' prior written consent.
- For deliveries incurring customs duties, the invoice shall additionally specify as separate items:
- costs not included in the price (such as commissions, broker fees, license costs, tooling costs);
 - costs included in the price (such as cost of assembly and freight cost);
 - value of repairs carried out according to costs of materials and wages; and
 - value of components contributed by Ulbrichts (Beistellungen) related to the Products delivered.
- Even if deliveries are made free of charge, an indication of value is still required with a note "For Customs Purposes Only", which should reflect usual market price. Either the invoice or the delivery note shall include the reason that the delivery is made free of charge (e.g. free of charge sample deliveries).
- Should further official documents or documents of accredited inspection bodies be required for the intended use of the Products as per Ulbrichts' specifications in the case of imports or exports, for the type approval or for the proof of product conformity, Supplier shall at its own cost procure such documents for Ulbrichts without delay and make them available to Ulbrichts via the trans-missions system prescribed by Ulbrichts (e.g. post, email, exchange server, IT system).
- 17.2 Supplier shall make a binding communication to Ulbrichts of the non-preferential and preferential origin of the Products by either:
- submitting the required origin data by electronic means (preferred option), or
 - in exceptional cases, communicating the origin data in written form within fourteen (14) calendar days starting with the receipt of Ulbrichts' request letter. The origin data shall be supplied in written form by the time of the first delivery at the latest. In this case, the written form requires the handwritten signature (in original form) through an authorized representative of Supplier.
- 17.3 Without prior written approval from Ulbrichts, origin declarations printed upon the business forms of Supplier will not be recognized by Ulbrichts, unless such is required by law.
- 17.4 Changes of the Products origin shall be notified to the Ulbrichts in writing without undue delay.
- 17.5 If proof of origin is required by virtue of other local import rules in the country of import, Supplier shall likewise provide Ulbrichts with such proof.
- 17.6 Supplier shall provide Ulbrichts with all such support as may be necessary to enable Ulbrichts to reduce or minimize its liability to customs duties. Upon Ulbrichts' request, Supplier commits to implement, particularly in the EU, customs procedures with commercial impact pursuant to Art. 210 of regulation (EU) No. 2913952/2013 (European Customs Code) or submit declarations (affidavits) pursuant to customs rules of third countries in close coordination with Ulbrichts. If Supplier participates in a US Foreign Trade Zone, MX IMMEX or comparable program (hereinafter "**Programs**"), then Supplier undertakes towards Ulbrichts that it will comply with all applicable legal norms and regulations in connection with such Programs, as well as timely and in correct form, and with complete and correct content, provide Ulbrichts with all necessary information for its compliance with its duties under such Programs.
- 17.7 For any and all questions and instructions arising out of or required in connection with customs and declarations of origin, Supplier shall contact Ulbrichts' respective customs department.
- 17.8 Unless explicitly agreed otherwise in the relevant Applicable Agreement, customs clearance in the country of export shall be the responsibility of Supplier and customs clearance in the country of import shall be the responsibility of Ulbrichts. If Supplier assumes responsibility for customs clearance in the country of import without Ulbrichts' prior written approval, Supplier shall bear the costs of such clearance.
- 17.9 Supplier shall ensure supply chain security and observe legal requirements. Supplier shall, upon Ulbrichts' request, provide reasonable evidence such as certificates or declarations (for example in the AEO security statement, explanations in the scope of C-TPAT or similar programs), to support Ulbrichts in official audits and ensure a comparable standard of care towards Supplier's business partners.
- 17.10 If Supplier is supplying a production plant or logistics facility of Ulbrichts' from a dispatch location or via an airport which is located in a member state of the European Union by air freight (also as a substitute for a standard sea freight process), Supplier shall hand over the Products to a 'regulated agent' in the sense of Art. 3 Para. 26 Regulation (EC) No. 300/2008, assigned by Ulbrichts in such condition that the Products can be transported according to Annex 6.1.1. and Annex 6.3.2. of Regulation (EU) No. 1998/2015 on a passenger plane without further security checks as according to Annex

6.2 of Regulation (EU) No. 1998/2015. If the dispatch location of Supplier is certified as 'known sender' in the sense of Art. 3 Sec. 27 Regulation (EC) No. 300/2008 or as 'regulated agent' in the sense of Art. 3 Sec. 26 of Regulation (EC) No. 300/2008, Supplier shall inform Ulbrichts about this fact. Supplier shall notify Ulbrichts of any foreseeable changes or threats to this status without undue delay.

Although the Products/Services are delivered on schedule, they are proved nonconforming through acceptance inspection and need to be returned, replaced, selected or repaired, but redelivery, replacement, selection or repair is finished after the time of delivery specified in the Applicable Agreements; or

The components and parts or raw materials that Ulbrichts requires to undergo life test fail to be supplied in time or continually and Ulbrichts is not informed beforehand.

18 Delivery

18.1 Delivery dates and quantities shall be determined by the agreements in the Purchase Order and/or Release Schedules. Supplier accepts the condition that delivery times and quantities are of the essence for the contract fulfillment and therefore Ulbrichts may reject and/or return at Supplier's expense any delivery of Goods or part thereof received before or after the delivery date or in excess of the quantity specified in the Purchase Order and/or Release Schedule.

20.1.3

18.2 Supplier shall be bound to comply with any Release Schedule or any change thereto issued by Ulbrichts, unless Supplier notifies Ulbrichts of his reasonable objection thereto in writing within the following periods:

20.1.4

one (1) Business Day after receipt of the Release Schedule or change notification thereto, if the requirements or amendments therein are to come into effect within ten (10) Business Days (inclusive) after receipt of the Release Schedule or amendment thereto.

three (3) Business Days after receipt of the Release Schedule or change notification thereto, if the requirements or amendments therein are to come into effect eleven (11) Business Days to three (3) calendar months (inclusive) after receipt of the Release Schedule or amendment thereto.

18.2.1

ten (10) Business Days after receipt of the Release Schedule or change notification thereto, if the requirements or amendments therein are to come into effect more than three (3) calendar months after receipt of the Release Schedule or amendment thereto.

18.2.2

18.3 Where specified in the Purchase Order and/or Release Schedules, Supplier shall deliver Goods "just-in-time", that is, at an appointed time of delivery without delay immediately prior to the serial production, or "just-in-sequence", that is, in the correct sequence of delivery, such sequence to be set out in Release Schedules.

18.2.3

18.4 Supplier agrees to take all actions necessary and appropriate to ensure that the Goods reach Ulbrichts as required under the relevant Supply Contract. Should concrete circumstances or events become known to Supplier which will or could lead to non-compliance with a delivery date or de-livery quantity (hereinafter "Critical Supply Situation"), Supplier shall take all necessary and appropriate corrective measures and without undue delay inform Ulbrichts. Upon specific request by BMW, Supplier shall also inform BMW of abstract risks which could lead to a Critical Supply Situation and demonstrate protective and contingency plans.

18.5 Prior to delivery Supplier shall undertake a thorough inspection of outgoing Products to ensure delivery of defect-free Products.

18.6 Partial deliveries shall only be permitted, if agreed in writing; otherwise Ulbrichts reserves the right to refuse acceptance thereof. Each partial delivery shall be designated as such, stating the total quantity and the quantity pertaining to the partial delivery. No transfer or risk shall occur in the event of partial deliveries or partial performance, even if such partial deliveries or partial performance were contractually agreed

18.7 Upon delivery Ulbrichts will inspect the incoming Products only with respect to outwardly visible defects and/or deviations in kind or quantity of the Products. Ulbrichts will give notice of such defects immediately. Notice of any other defects will be given as soon as those are determined in the ordinary course of business. Insofar Supplier waives the objection of late notification.

18.8 Upon Supplier determining that it will not be able to meet an agreed delivery date (for whatever reason), it shall timely inform Ulbrichts in writing of this fact. This notice is without prejudice to Supplier's obligation to meet required delivery dates.

18.9 If Supplier's deliveries fail to meet Ulbrichts' schedule, Ulbrichts, without limiting its other rights or remedies, may direct expedited routing, and any excess costs incurred thereby shall be debited to Supplier's account. Products which are delivered in advance of schedule may, at Ulbrichts' option, either (a) Be returned at Supplier's expense for improper delivery, (b) Have payment withheld by Ulbrichts until the date that goods are actually scheduled for delivery, or (c) Place goods in storage for Supplier's account, at Supplier's cost, until the delivery date specified in the applicable Purchase Order.

19 Transfer of Risk and Transfer of Title

23.1.1

Unless explicitly agreed otherwise in the relevant Applicable Agreement,

20.1.1 • the Products shall be deemed to be delivered "DDP", with delivery place being the premises of Ulbrichts where the Products are to be delivered;

23.1.2

20.1.2 • title in and to the Products shall be transferred to Ulbrichts upon delivery to Ulbrichts.

23.1.3

20 Overdue Delivery and Reimbursement for Production Downtime

20.1 Except for Force Majeure or Ulbrichts' demand, overdue delivery refers to one of the following circumstances:

All or part of the Products/Services fail to be delivered at the time of delivery specified in the Applicable Agreements; or

Although the Products/Services are delivered on schedule, the shipping and commercial documents and/or packing of the Products do not meet the agreed requirements, the Products/Services with satisfactory shipping and commercial documents or packing are redelivered after the time of delivery specified in the Applicable Agreements; or

20.2 Supplier shall reimburse the loss of production downtime to Ulbrichts and other reasonable losses arising therefore owing to overdue delivery.

20.3 Supplier shall reimburse the loss caused by the production downtime, slower production and repeated labor of Ulbrichts in Ulbrichts' production and other processes due to the quality problem of its Products/Services despite its delivery of the Products/Services within the specified time. Losses shall be calculated based on actually affected working hours and number of persons.

21 Acceptance

21.1 Unless otherwise set forth in the Purchase Order, each Deliverable will be subject to acceptance testing by Ulbrichts and the acceptability of any Deliverable will be based on Ulbrichts' determination that the Deliverable meets the applicable Acceptance Criteria. If any Deliverable does not meet the applicable Acceptance Criteria, Ulbrichts will notify Supplier, specifying its reasons in reasonable detail, and Supplier will, at no additional cost to Ulbrichts, within fourteen (14) calendar days of notification by Ulbrichts (or such other time period as specified in the Purchase Order) (the "Acceptance Testing Correction Period"), conform the Deliverable to the applicable Acceptance Criteria and submit a corrected Deliverable to Ulbrichts for re-performing the Acceptance test.

21.2 If at the end of any Acceptance Testing Correction Period, the applicable Deliverable still does not meet the Acceptance Criteria, Ulbrichts may, at its option and without obligation or liability of any kind: (a) terminate the relevant Purchase Order, in whole or in part, receive a prompt refund of all charges for the portion of the Purchase Order so terminated and any Deliverable the utility of which is dependent on such rejected Deliverable, or (b) extend the time for Supplier to correct the affected Deliverable by an amount of time determined in Ulbrichts' sole and absolute discretion. If following any extension granted by Ulbrichts, the Deliverable still does not meet the applicable Acceptance Criteria, Ulbrichts may implement its rights under clause (a) of the preceding sentence. Any other statutory rights of Ulbrichts shall remain unaffected.

21.3 When a Deliverable provided to Ulbrichts for declaration of acceptance is determined by Ulbrichts to meet the applicable Acceptance Criteria, Ulbrichts will notify Supplier in writing of its Acceptance. Any acceptance by Ulbrichts shall not be deemed to mean that Ulbrichts has varied or waived any rights under the Purchase Order.

22 Payment

22.1 Ulbrichts agrees to pay Supplier in respect of the Products/Services to be provided hereunder the fees set forth or determined in the Applicable Agreements. Except where the Applicable Agreements provide to the contrary, fees for the Products/Services are inclusive of all costs relating to packaging, materials, travel, tools, customs duties insurance and other costs of shipping and/or carriage including all costs incurred in respect to transport authorization(s). There are no further payment liabilities for Ulbrichts, unless otherwise expressly agreed upon.

22.2 Unless explicitly agreed otherwise in the relevant Applicable Agreement, Supplier shall issue all invoices in EURO currency.

22.3 Unless otherwise agreed by both Parties, Supplier shall issue the invoices in accordance with the Purchase Order after Ulbrichts has accepted the Products/Services or services in accordance with the Purchase Order.

22.4 All invoices shall be sent to the recipient indicated in the Purchase Order. Invoices must not be enclosed with the Products, but shall be sent to Ulbrichts upon shipment of the Products.

22.5 All invoices shall comply with applicable law, in particular with applicable value-added tax law, and any special arrangements agreed upon.

22.6 In all cases, invoices shall mention the complete order reference number and the order date/contract date.

22.7 All payments will be made within thirty (30) calendar days after receiving the respective invoice. For payments made fourteen (14) days from receipt of invoice, Ulbrichts shall be entitled to deduct a 2% cash discount.

22.8 No increase in the Price may be made (whether on account of increased material, labor or travel costs, fluctuation in rates of exchange or otherwise) without the prior consent of Ulbrichts.

23 Representations and Warranties

23.1 Unless explicitly agreed otherwise in the relevant Applicable Agreement, Supplier expressly represents and warrants to Ulbrichts, Ulbrichts' successors and assigns, that

the Services, including all components thereof, their specifications, and any other materials, including updates and revisions of the foregoing, provided pursuant to Purchase Orders, do not and shall not infringe upon any patent, copyright, trademark, trade secret or other proprietary right (including, but not limited to, misappropriation of trade secret) of any third party;

the Services provided hereunder shall be performed by Supplier in a professional manner by qualified personnel trained and skilled in the performance of the specific services involved;

the Services provided hereunder shall be provisioned by Supplier in accordance with the terms of Ulbrichts service warranties or service level agreements (if any), set forth in the relevant Purchase Orders and agreed by the Parties; and

the Services provided hereunder shall meet the timelines set forth for completion of each Deliverable Item in the applicable Purchase Orders;

all Products delivered to Ulbrichts shall (i) conform to the specifications, standards, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (ii) be free from defects in workmanship and material and shall be new; (iii) Ulbrichts shall receive title to the Products that is free and clear of any mortgages, liens, or encumbrances; (iv) be adequately contained, packaged, marked and labelled; (v) be manufactured in compliance with all applicable laws or other standards, in force in countries where the Products or Ulbrichts' vehicles equipped with the Products are to be sold, applicable to the manufacture, labelling, transporting, licensing, approval or certification; and (vi) except for infringement based solely on Special Products, be free from infringement or misappropriation of Intellectual Property Rights of third parties.

23.1.4

23.2.1.5 Unless explicitly agreed otherwise in the relevant Applicable Agreement, the warranty period for a Product shall commence upon the date of delivery and expire on the sooner of:

the expiration of any warranty provided by Ulbrichts to its customer; or

the fifth (5th) anniversary of the delivery date.

23.3 Products delivered may be rejected by Ulbrichts and returned at Supplier's risk and expense if at any time found defective, deficient or non-conforming in the above mentioned respects during the applicable warranty period.

23.4.1 Supplier shall be obliged at its own cost to, at the option of Ulbrichts, repair the Products or replace them with new Products that are free from defects, unless Ulbrichts cancels the Purchase Order concerned, wholly or in part. Repair and replacement shall be carried out promptly upon demand.

23.2.2

23.5 In case a defect has been remedied, Supplier shall be liable for defects in the replaced or repaired Products under the same terms as those applicable to the original Product for the duration of the agreed warranty.

23.6 In case Supplier fails to take the necessary corrective actions, Ulbrichts shall be entitled to remedy the defects itself or have such defects remedied or services performed by third parties at the Supplier's risk and expense.

23.7 If there is (i) any matter which may result in a safety risk to consumers arising from the Products or (ii) a voluntary or mandated recall, withdrawal or similar measure ("Recall") of any of the Products, Supplier shall:

23.7.1

provide reasonable assistance to Ulbrichts in developing and implementing a strategy;

23.7.2

where practicable and without undue delay give Ulbrichts advance notice and full details of any action it is legally obliged to take including communicating with any governmental body.

23.8 Except to the extent required to comply with any legal obligation, Supplier shall not voluntarily initiate any Recall of any Products without the prior written consent of Ulbrichts, which consent shall not be unreasonably withheld.

23.9 Supplier shall be liable for, and shall indemnify, defend and hold harmless Ulbrichts from and against, all losses incurred or suffered as a result of Recall of a Ulbricht's product incorporating the Products to the extent that such Recall arises as a result of the Products.

23.10 All Services shall be performed in a competent, workmanlike manner and in accordance with these Terms, accepted industry standards, any applicable professional codes and standards.

23.11 These warranties shall be in addition to all other warranties, express, implied or statutory. These warranties shall survive inspection, test, delivery, acceptance, use and payment by Ulbrichts and shall inure to the benefit of Ulbrichts, its successors, assigns, customers and the users of Ulbrichts' products.

23.12 These warranties may not be limited or disclaimed by Supplier. Ulbrichts' approval of Supplier's design, material, process, drawing, specifications or the like shall not be construed to relieve Supplier of the warranties set forth herein, nor shall a waiver by Ulbrichts of any drawing or specification request for one or more sections constitute a waiver of any such requirements for the remaining sections to be delivered hereunder unless so stated by Ulbrichts in writing. In the event that the Parties have entered into a Warranty Agreement, such Warranty Agreement shall apply in lieu of this Section 23.

24 Contractual Penalty

24.1 Failure to meet any of the milestones on the dates set forth in the relevant Applicable Agreement shall be deemed a delay under such Applicable Agreement. In the event of a delay, Ulbrichts shall be entitled to a contractual penalty of 0.2 percent of the net purchase price of delayed delivered Products for each calendar day of Delay ("Contractual Penalty"). The maximum amount of Contractual Penalties however, shall not, exceed 5 percent of the net contract value of the relevant Applicable Agreement.

24.2 Where appropriate, the Contractual Penalty may be offset against any charges owed to Supplier by Ulbrichts.

24.3 Supplier shall only have no liability to pay the Contractual Penalty, provided Supplier can demonstrate that any failure to meet any of its obligations under the relevant Applicable Agreement results from any default of Ulbrichts or Ulbrichts' third party suppliers or any Force Majeure Event.

24.4 Any payment of the Contractual Penalty shall be without prejudice to Supplier's obligation to fulfill any of its obligations under any and all Applicable Agreements.

25 Warranties in relation to Information Security

25.1 Supplier warrants that the Products may not contain any features which endanger the integrity, trustworthiness and availability of the Products, other hard- and/or software, or data, in particular no feature

- for unwanted transmission/extraction of data,
- for unwanted change/manipulation of data or process logic, or
- for unwanted insertion of data or unwanted feature enhancements.

"Unwanted" in this sense is a feature which

- Ulbrichts did not request,
- Supplier did not offer in its concrete description of the feature and its effects, and
- which Ulbrichts also did not accept in writing in the individual case.

"Data" in the meaning of this Section is information which is stored or transmitted either electronically, magnetically, or otherwise not immediately perceptible.

25.2 Supplier warrants that Supplier will secure Ulbrichts' Data and its own Data which is necessary for the delivery of the Products in accordance with the state of the art against unauthorized access, modification, destruction and other misuse (hereinafter "Information Security"). In particular, Supplier shall strictly separate and handle separately Ulbrichts' Data (with the exception of email communication) from Data from other customers, and employ appropriate protective mechanisms against access by other customers to such Ulbrichts' Data.

25.3 Depending upon the type and protection requirements of the affected Ulbrichts Data, or the significance of the Products' delivery by Supplier, Ulbrichts can demand from Supplier an appropriate level of security measures as well as proof as prescribed by Ulbrichts of an appropriate Information Security level within Supplier's operations; in particular such proof could take the form of presenting the applicable certificate (e.g. ISO/IEC 27001 "Information technology – IT Security process – Information Security Management Systems – Requirements") or by certification according to the VDA Model "TISAX" ("Trusted Information Security Assessment Exchange"). The Parties may agree an appropriate deadline for the first-time certification of a site according to "TISAX".

25.4 Supplier shall ensure that no possibly damage-causing software (e.g. virus, worms or Trojans) be used in connection with the Applicable Agreement, e.g. in included drivers or firmware. Supplier shall check such in accordance with the state of the art and Supplier, upon request by Ulbrichts, shall confirm in writing that upon such check Supplier found no indications of damage-causing software.

25.5 Should Supplier obtain knowledge of an incident which involves breach to the Information Security (e.g. security gaps, Data loss, malfunctions, endangerment, attack by damage-causing soft-ware, Data misuse) and which could concern Ulbrichts, in particular in the form of unauthorized access by third parties to Ulbrichts' Data (e.g. Data leak or cyber-attack), or if there are indications for Supplier which upon reasonable assessment justify the suspicion of such incident, then Supplier shall, without undue delay and free of charge,

- inform Ulbrichts of such, and
- take all necessary steps to clarify the matter and limit the damage, as well as support Ulbrichts hereby, and
- support Ulbrichts in the recovery of the Data if the violation to the Information Security causes a disruption or delay of the Products' delivery, a decrease in the operations efficiency or the loss of Data, and
- upon request by Ulbrichts, provide a security report for a specified period. The necessary content of such report shall be in particular, results of the security checks identified, Information Security risks, as well as identified Information Security incidents and their handling, as well as,
- upon request, enable Ulbrichts to confirm for itself compliance with the Information Security and the agreed Data protection and security guidelines (hereinafter "Audits"). Supplier shall tolerate the Audits and cooperate, for example by providing information, to the extent such is necessary for the Audits. Ulbrichts is authorized to have the Audits conducted by a qualified external company bound by confidentiality regarding third parties, unless such company is a Competitor of Supplier. Statutory control and information rights of Ulbrichts are not hereby restricted or excluded; as long as no proof in accordance with 25.3 is present, Ulbrichts may demand an Audit even in the absence of an incident/suspicion of the presence of an incident.

26 Work on Premises

26.1 If the scope of work to be performed by Supplier includes work on premises specified by Ulbrichts, Supplier represents that it has examined or will examine the premises and any documentation furnished in connection with a Purchase Order, and satisfy itself as to the safe and acceptable condition of the premises and site.

26.2 Supplier shall abide by all rules, policies, procedures and requirements of Ulbrichts with regard to the premises and any environmental and safety requirements of Ulbrichts.

26.3 Supplier shall at all times keep the premises free from accumulations of waste material, hazards or rubbish. Upon completion of the work by Supplier, Supplier will leave the premises and the items broom clean.

26.4 Risk of loss or damage to Supplier's materials or equipment, or risk of personal injury or death to Suppliers' employees, agents or sub-contractors while on Ulbrichts' premises or any other premises specified by Ulbrichts, shall remain with Supplier. Ulbrichts shall have no responsibility or liability to Supplier and Supplier shall defend, indemnify and hold

harmless, Ulbrichts against anyone claiming through or related to Supplier, with respect to any loss, damage, injury or death, notwithstanding the fact that facilities or storage space on Ulbrichts' premises or any premises as directed by Ulbrichts.

27 Indemnification

27.1 Supplier hereby undertakes to indemnify, defend and hold harmless Ulbrichts and its shareholders, officers, directors, employees, affiliates and agents from and against any and all penalties, damages, costs, judgments, settlements, attorney's fees and disbursements, or other expenses of any nature whatsoever paid or incurred in connection with claims by any third party:

arising from or proximately relating to any breach by Supplier of any representation or warranty herein;

arising from any failure or refusal by Supplier to duly perform any of its obligations under the Applicable Agreements;

in connection with or arising out of any death, personal injury or damage to tangible property, including environmental violations, to the extent caused by the negligence of Supplier's employees, affiliates, agents or subcontractors relating to or arising from any Services supplied pursuant to these Terms; or

27.1.1 arising out of, directly or indirectly, or proximately relating to the performance of activities by Supplier, any person or entity acting for or on behalf of Supplier in connection with the Applicable Agreements, or due to any breach by Supplier of the terms of these Terms.

27.1.2

27.1.3

27.2 Notwithstanding the foregoing, Supplier shall not be responsible for or relieve Ulbrichts from liability for claims arising from the willful misconduct or the gross negligence of Ulbrichts.

27.1.4

27.3 Supplier agrees to defend, hold harmless and indemnify Ulbrichts, its successors and customers against any claims of infringement (including misuse or misappropriation of patent, trademark, copyright, industrial design right, or other proprietary right, or trade secret) and resulting damages and expenses (including attorney's and other professional fees) arising in any way in relation to the Products/Services, provided however that the foregoing indemnity will not apply to infringement arising solely from Special Products.

27.4 In the event that a temporary restraining order, preliminary injunction or a final injunction is sought or obtained against the use of any Products/Services provided by Supplier to Ulbrichts due to any infringement of a patent, copyright or other proprietary right, or in the event any Products/Services provided by Supplier constitutes a misappropriation of a trade secret or other proprietary right, Supplier shall, at its option and sole expense, either (i) procure for Ulbrichts the right to continue using such Products/Services free from any liability from such infringement, or (ii) replace or modify such Products/Services so that it no longer infringes such patent or copyright or constitutes a misappropriation of a trade secret; provided, however, that such replaced or modified Products/Services shall conform to all applicable specifications, documentation, and such other descriptions, warranties and performance criteria for such Products/Services, and shall not require new or different equipment or software to operate. Moreover, Supplier shall be liable for any loss or damage incurred by Ulbrichts arising from or in connection with such infringement or misappropriation. If Ulbrichts determines in its sole discretion that Supplier is unable to perform (i) or (ii) above within a commercially reasonable time period, Ulbrichts may terminate all or part of the Applicable Agreements and Supplier shall refund to Ulbrichts the amounts paid under the terminated portion of the Applicable Agreements as of the effective date of termination. In addition to refunding the amounts paid, Supplier will be responsible for all costs incurred by Ulbrichts to obtain replacements for the Products/Services not delivered as a result of such termination.

28 Litigation Support

Supplier shall provide Ulbrichts free of charge with any necessary assistance to support any actual, potential or probable litigation relating to the performance of Applicable Agreements.

29 Insurance

29.1 During the term of each Applicable Agreement and for a period of two years afterwards Supplier shall maintain in force the following insurance policies with reputable insurance companies:

business liability and expanded product liability insurance with minimum coverage, per calendar year and damage event, of ten (10) million Euro, all-inclusive for property damage and personal injury

recall costs coverage insurance with minimum coverage, per calendar year and damage event, of twenty (20) million Euro.

29.2 On taking out and on renewing each policy, Supplier shall promptly send a copy of the receipt for the premium to Ulbrichts. On Ulbrichts' written request, Supplier shall provide Ulbrichts with copies of the insurance policy certificates and details of the cover provided.

29.3 Supplier shall notify Ulbrichts, in case any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

29.4 Supplier's liabilities under any Applicable Agreement shall not be deemed to be released or limited by Supplier taking out the insurance policies referred to in Section 29.1.

30 Intellectual Property Rights

30.1 The Parties agree that any and all Intellectual Property Rights together with any Know-how incorporated in and/or required for the exploitation of the work results of the Services performed by Supplier according to any Purchase Order is assigned and transferred by Supplier to Ulbrichts in advance right upon agreement of the respective Purchase Order free of additional charge by Supplier. For the avoidance of doubt, this assignment and transfer shall encompass any right, title and interest in the work results and/or any Intellectual Property Rights and Know-how incorporated therein and/or related thereto which is achieved by Supplier and/or on behalf of Supplier under the respective Purchase

Order. Any such Intellectual Property Rights and Know-how shall become the sole, exclusive and unencumbered property of Ulbrichts.

30.2 For the avoidance of doubt, ownership with respect to copyrights shall mean ownership of all exploitation and use rights (Nutzungs- und Verwertungsrechte) arising from such copyrights including the right to alterations.

30.3 Supplier will undertake to perform any act and to provide any declarations duly requested by Ulbrichts and ensures the same with respect of its employees and/or any third parties engaged in the performance of the Services to enable Ulbrichts to duly protect and/or register any Intellectual Property Rights or Know-how.

30.4 Supplier guarantees that it is the sole and exclusive owner of such Intellectual Property Rights and Know-how with right to assign such Intellectual Property Rights and Know-how to Ulbrichts.

30.5 Supplier further guarantees that any and all Intellectual Property Rights and Know-how are free of any third party rights existing under the relevant jurisdictions including without limitation charges, options, liens, equities, encumbrances, third party use rights, limitations or restrictions on use. The same guarantee is given by Supplier with respect to any and all Know-how. All Know-how is adequately embodied in written, electronic or magnetic form in accordance with its relevance for the business of Ulbrichts, and all such embodiments are in the possession of Supplier.

30.6 In the event that any work result achieved under the respective Purchase Order is based on any pre-existing work, Supplier will ensure to obtain any and all necessary rights required to enable Ulbrichts to commercially exploit the work results as if there were no pre-existing work.

30.7 Supplier further guarantees that the Know-how has not been disclosed in commercially relevant part or in total to any third party. All employees of Supplier have assumed written obligations to keep confidential information of Supplier in confidence. Supplier has further included adequate confidentiality clauses in its research and development collaboration agreements and/or other agreements relevant for performing the Services according to the respective Purchase Order with third parties to protect the Know-how.

30.8 There are no restrictions or limitations on the Ulbrichts' right to use any of the Intellectual Property Rights and/or the Know-how. Supplier guarantees that the exploitation of the work results of the Services is not dependent on any other Intellectual Property Rights and/or Know-how. No proceedings, including but not limited to oppositions or actions, has been served upon Supplier or threatened in respect of the cancellation, revocation or challenge of validity of, enforceability of or title to Intellectual Property Rights or Know-how.

30.9 Any and all service inventions made and achieved by employees while being employed by Supplier or any subcontractors engaged by Supplier or its subcontractors have been claimed by Supplier in accordance with the applicable law. Supplier further guarantees compliance with all applicable laws with respect to any such service inventions.

30.10 Supplier hereby agrees that all information, data, reports, studies, charts, plans, diagrams, presentations and any other tangible or intangible information, Deliverables (as defined in the Applicable Agreements) and all inventions, discoveries, specifications, designs, methods, business processes or models, devices, writings, compilations of information, and/or materials developed or produced under the Applicable Agreements that are protectable as intellectual property whether under the laws of patent, copyright, trade secret, and/or mask works or other forms of intellectual property protected by the law (collectively the "Work Product"), shall be the sole and exclusive property of Ulbrichts and shall be deemed "Commissioned Works" of which Ulbrichts shall be deemed the author. In furtherance thereof, Supplier hereby irrevocably grants, assigns and transfers to Ulbrichts all rights, title and interest of any kind, in and to the Work Product produced hereunder. Supplier shall be entitled to make absolutely no use of the Work Product, except as may be expressly permitted in these Terms or otherwise agreed to by the Parties in writing. The foregoing assignments shall include, among other things, existing or prospective patent rights and copyrights in Austria and all foreign countries.

31 Publicity

31.1 Supplier shall not make any public disclosure, except as may be required by law, relating to Ulbrichts or relating to or arising under these Terms, without obtaining the prior written consent of Ulbrichts.

31.2 Supplier shall not use and shall keep its employees, affiliates, agents and subcontractors from using the name, trademark or logo of Ulbrichts in any sale, marketing publication, advertisement, or other publication and shall not make, or let its employees, affiliates, agents or subcontractors make, any public statement relating to Ulbrichts without prior written consent of Ulbrichts. Neither Supplier nor its employees, affiliates, agents or subcontractors shall use the letterhead of Ulbrichts without Ulbrichts' prior written consent.

32 Inspection and Audit Rights

32.1 Ulbrichts may inspect the Products during any stage of their manufacture, construction, preparation, delivery or completion. Ulbrichts shall have the right to enter Supplier's premises at reasonable work times to inspect the facility, the Products, materials and any of Ulbrichts' Property covered by the Applicable Agreements. Supplier agrees to provide any and all supporting documentation required by Ulbrichts or Ulbrichts' customers in the course of such inspection. At Ulbrichts' request, Supplier shall submit production and quality test reports and related data. Ulbrichts may commission an external firm to perform the inspections.

32.2 Ulbrichts' inspection of the Products, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished Products.

32.3 Notwithstanding payment or prior inspection, Ulbrichts, in addition to any other remedies that it may have, may reject and return at Supplier's risk and expense, or retain and correct, the Products/Services that fail to conform to the requirements of the Applicable Agreements even if the nonconformity does not become apparent until the manufacturing or processing stage. If Ulbrichts elects to correct the Products/Services, it will consult

- with Supplier on the method of correction. Supplier will reimburse Ulbrichts for all reasonable expenses resulting from rejection or correction. Final acceptance shall not be conclusive with respect to latent defects or misrepresentations. Nothing in these Terms shall relieve Supplier from the obligation of testing, inspection and quality control.
- 32.4 Supplier shall grant to Ulbrichts' access to and audit right of all pertinent information related to the performance of Applicable Agreements. Supplier shall maintain all pertinent information relating to the Applicable Agreements for a minimum period of ten (10) years after completion of Services or delivery of the Products pursuant to Applicable Agreements. Supplier shall, upon reasonable notice, allow Ulbrichts, its management, its auditors and/or its regulators, the opportunity of inspecting, examining and auditing Supplier's operations and the business records which are relevant to the Services provided hereunder by Supplier including but not limited to Supplier's critical processes to confirm that Supplier's processes meet or exceed industry standards in such area of contingency planning, continuity of business plans, software engineering and test processes, change control procedures, critical staff succession planning and compliance with applicable laws and regulations. Supplier shall cooperate fully with Ulbrichts' internal or external auditors to ensure a prompt and accurate audit.
- 33 Force Majeure and Labor Disruptions**
- 33.1 To the extent Ulbrichts or Supplier is unable to perform its obligations under an Applicable Agreement due to an event or occurrence beyond its reasonable control and without its fault or negligence, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority; embargoes; fires; explosions; natural disasters; riots; wars; or sabotage (together, "Force Majeure"), as soon as possible (but no more than one (1) full Business Day) after the occurrence, Supplier or Ulbrichts, as applicable, shall provide written notice describing such Force Majeure event and informing the other Party of the anticipated duration of the event and the period within which the event will be cured. Supplier shall inform Ulbrichts without undue delay once the Force Majeure event has been cured.
- 33.2 During any delay or failure to perform by Supplier due to Force Majeure, Ulbrichts may, without liability: (i) purchase Products from other sources and reduce its purchases from Supplier by such quantities, without liability; or (ii) terminate all or parts of the relevant Applicable Agreement.
- 33.3 In addition, Supplier at its expense shall take all actions reasonably required by Ulbrichts to ensure that in the event of any anticipated labor disruption, strike or similar event or resulting from the expiration of Supplier's labor contracts, an uninterrupted supply of Products to Ulbrichts is ensured; Supplier shall inform Ulbrichts without undue delay of any disruption. If, upon request of Ulbrichts, Supplier (i) fails to provide within ten (10) Business Days (or such shorter period as Ulbrichts requires) adequate assurances that any disruption will not exceed four (4) weeks or (ii) informs Ulbrichts that the disruption will last longer than four (4) weeks, or (iii) the disruption actually lasts longer than four (4) weeks, Ulbrichts may terminate the relevant Applicable Agreement without notice for reason (außerordentliche Kündigung aus wichtigem Grund).
- 33.4 Supplier agrees that a change in cost of materials, components or services based on market conditions, supplier actions or contract disputes with its sub-contractors and (sub-) suppliers will not be considered Force Majeure and will not excuse non-performance by Supplier, whether for commercial impossibility or otherwise.
- 33.5 Where, due to Force Majeure, Ulbrichts is prevented from accepting delivery of Products or performing other obligations under the relevant Applicable Agreement, Ulbrichts may defer acceptance or performance of such other obligation for the duration of the impediment.
- 34 Export Control and Export Restrictions**
- 34.1.1 Supplier shall inform Ulbrichts
- 34.1.2 of any export restrictions applicable to the Products and technologies (e.g. registrations in accordance with the Dual-Use Regulation or comparable regulations),
- 34.1.3 if the Products and technologies are subject to any export/re-export license under US law/US regulations, and
- 34.1.4 of the relevant classification number applicable (e.g. ECCN - Export Control Classification Number for US products, "AL-Number" for Products and technologies listed in the Austrian Export Control List, the "Dual-Use-Number" for Products and technologies in accordance with the Dual-Use Regulation, etc.), as well as
- of any exemptions available for the Products and technologies.
- 34.2 Upon Supplier's request, Ulbrichts will provide Supplier with the required declarations / notifications.
- 34.3 Supplier agrees that it will not export or re-export, directly or indirectly, any of Ulbrichts Confidential Information, the Products, software and/or technology, without complying with all applicable international and national export control laws, to any country for which the People's Republic of China, the United States of America, the Republic of Austria or any other countries, at the time of export or re-export, requires an export license or other governmental approval, without first obtaining such license or approval. Supplier also agrees to inform Ulbrichts whether or not the supplied Products or technology is US controlled and/or controlled under the export control laws of its own country, and if so, what the export control classification number ("ECCN") is.
- 35 Competitiveness**
- 35.1 Supplier must remain competitive in all respects, including but not limited to price, quality, delivery and reliability. It is agreed that if new technology becomes available which would provide a different and more economical method of manufacture for the Products, that Supplier shall have an obligation to undertake the implementation of such technology and processes at its own expense. The savings achieved in connection with such required improvements shall be divided equitably between the Parties, at Ulbrichts' sole determination and discretion, with consideration given to the source of such savings and the capital or other expenditures required to achieve such savings.
- 35.2 If Supplier fails to maintain its competitive status, Ulbrichts may terminate a Purchase Order by giving ninety (90) calendar days prior written notice of termination to Supplier, the "Termination Period". The Termination Period shall not be construed as a cure period. Ulbrichts shall have no liability, obligations or commitments to Supplier of any type or nature whatsoever after the end of the Termination Period.
- 36 Continuity of Supply**
- In the event that Supplier is in material breach of any Applicable Agreements, and does not remedy such default within fourteen (14) calendar days of Ulbrichts' notice or if within the same period no precautions to Ulbrichts' reasonable satisfaction are taken by Supplier to prevent future breaches with the same or substantially similar causes, Ulbrichts is entitled to notify Supplier (i) to cause Supplier's designated manufacturer or subcontractor (hereinafter referred to as the "Subcontractor") to manufacture Products and/or provide services; or (ii) that Ulbrichts may designate at its own discretion any third party to manufacture Products and/or provide services.
- 37 Electronic Data Interchange („EDI“) and Information Security**
- 37.1 Supplier shall comply with the requirements set out in Ulbrichts' „EDI Implementation Guidelines“.
- 37.2 Upon Ulbrichts' written request, Supplier shall comply with the international information security standard ISO 27001, which shall be attested by means of a certificate.
- 38 Compliance with Laws**
- Supplier and the Products/Services shall comply with applicable laws or standards of the country of destination or which relate to the manufacture, labeling, transportation, importation, licensing, approval or certification of the Products/Services, including those relating to environmental matters, competition, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety, motor vehicle safety and any trade agreements. At Ulbrichts' request, Supplier shall certify in writing its compliance and/or willingness to cooperate with any or all of the foregoing. Supplier represents that any Products purchased by Ulbrichts under any Agreements will not be produced with forced labor either by Supplier itself or its Suppliers.
- 39 Environment**
- 39.1 The protection of the environment, a minimization of the resource consumption, compliance with environmental legislation and the development of environmental oriented products are main concerns of Ulbrichts. The Ulbrichts expects from Supplier to support these concerns thoroughly. Supplier is obligated to ensure by adequate stipulations with their sub-Suppliers that the as below mentioned requirements are fulfilled along the whole supply chain up to Supplier.
- 39.2 Supplier shall comply with all applicable industry standards and applicable professional codes and regulations.
- 40 Social Responsibility**
- 40.1 For Ulbrichts it is of paramount importance that corporate activities take account of the social responsibility to employees and to society as a whole. This applies both to Ulbrichts itself and to its suppliers. Ulbrichts and Supplier acknowledge their compliance with the adopted principles and rights set by the International Labor Organization (ILO) in its "Declaration on fundamental principles and rights at work" (Geneva 06/98), the Directives of the UN Initiative Global Compact (Davos, 01/99) and the UN Guiding Principles on Business and Human Rights (2011). The following principles are of particular importance:
- Preservation of human rights,
 - Elimination of forced, compulsory, and child labor,
 - Positive and negative freedom of association,
 - Elimination of discrimination on the basis of gender, race, origin, religion or belief, membership of a trade union or the like, handicap, age, sexual identity, nationality, marital status, political affiliation, veteran status, or other characteristics protected by local laws.
 - Compliance with occupational safety and health requirements,
 - Protection from individual arbitrary personnel measures,
 - Maintenance of employability by training and continuing education,
 - Maintenance of adequate social working conditions,
 - Provision of conditions that enable employees to enjoy a reasonable standard of living,
 - Remuneration, which permits employees to secure their livelihoods including their social and cultural participation,
 - Implementation of equal opportunities and family-friendly policies,
 - The protection of indigenous rights,
 - Ban on bribery and extortion,
 - Compliance with current laws and regulations.
- 40.2 It shall be Supplier's responsibility to cause all and any of its subcontractors to act in accordance with the regulations of this Section.

40.3 Supplier shall at the latest by start of production (SOP), implement, operate and prove to Ulbrichts by presentation of a corresponding certificate, a certified occupational health and safety management system in accordance with "OHSAS 18001" or "ISO 45001" or a recognized and certified occupational health and safety management system derived therefrom. Ulbrichts and Supplier may agree in writing on deviations from the requirements of Sentence 1.

41 Minimum Wage

41.1 Supplier undertakes to pay its employees at least the statutorily prescribed or contractually agreed minimum wage.

41.2 Supplier undertakes to only instruct such subcontractors that likewise contractually undertake to pay at least the statutorily prescribed or contractually agreed minimum wage to their employees.

41.3 In case a claim is made against Ulbrichts by an employee of Supplier for payment of the statutory minimum wage, Supplier undertakes to Ulbrichts to provide all information necessary for the defense against the claim..

42 No Corrupt Practices

42.1 Supplier agrees that in performance of its obligations hereunder, it will not make or offer to make any payments to, or confer, or offer to confer any benefit upon any employee, agent or fiduciary of any third party, with the intent to influence the conduct of such employee, agent or fiduciary in relation to the business of such third party, in connection with any Applicable Agreement or the provision of services thereunder.

42.2 Supplier represents and warrants that none of Ulbrichts' officers, directors, employees or immediate family members thereof (collectively, the "Ulbrichts Personnel") has received anything of value of any kind from Supplier, or its officers, directors, employees or agents in connection with any Applicable Agreement; and that no Ulbrichts Personnel has a business relationship of any kind with Supplier's officers, directors, employees or agents.

43 Confidentiality

43.1 During the term of the Applicable Agreements, the Parties acknowledge that Confidential Information may be mutually disclosed.

43.2 The Parties agree that Confidential Information shall be used only for the sole purpose of discussions or implementation of the Applicable Agreements and shall not disclose such Confidential Information, whether directly or indirectly, to any third party without prior written approval of the other Party.

43.3 Such restrictions on the use or disclosure of such Confidential Information shall not apply to such information which:

43.3.1 prior to the receiving Party's receipt thereof was publicly available or in the receiving Party's possession from a source other than the disclosing Party, or

43.3.2 after the receiving Party's receipt thereof becomes publicly available other than as a consequence of a breach of the receiving Party's obligations hereunder, or

43.3.3 is independently developed by the receiving Party and such independent development can be proved without doubt, or

43.3.4 is required to be disclosed pursuant to statutory regulations or regulations under administrative law or by reason of an unappealable judicial decision, and the receiving Party makes this requirement known to the disclosing Party without undue delay and the extent of the disclosure is restricted as far as possible; the receiving Party will ensure confidential handling of the Confidential Information by the court or the authorities to the best of its ability.

43.4 Each Party agrees to exercise reasonable care in protecting the Confidential Information to prevent the disclosure of such Confidential Information to outside parties.

43.5 Notwithstanding the foregoing, Ulbrichts may disclose Supplier's Confidential Information to the extent necessary for Ulbrichts to use Products in the manufacture, use or sale of Ulbrichts' products, provided Ulbrichts uses reasonable efforts by contract or otherwise with third parties to preserve confidentiality of such information.

44 Term

45.1.1 If applicable, any Applicable Agreement shall commence on the effective date set forth in the Purchase Order and shall continue in effect for the period indicated in the Purchase Order.

45 Termination

45.1 Termination for Convenience

Ulbrichts shall have the right for any reason and at any time to terminate any Applicable Agreement upon written termination notice to Supplier, such notice to be effective from the date on which Supplier receives such termination notice.

45.1.3 In such event the Parties shall negotiate a reasonable termination charge, if any, based on all appropriate factors, including, without limitation, the percentage of work performed by Supplier prior to termination, Supplier's ability to resell or reuse the Products, and market conditions prevailing at the time of termination. Supplier has a duty to utmost mitigate damage or loss due to Ulbrichts' termination, failing which Ulbrichts shall dissolve of any responsibility of any enlarged damage or loss. Unless otherwise agreed in writing, Ulbrichts shall have no obligation for and shall not be required to make payments to Supplier, directly or on account of claims by Supplier's Suppliers and subcontractors, for loss of anticipated profit or overhead resulting from the termination of the Applicable Agreements.

Ulbrichts shall have the right to audit all elements of the termination charge and Supplier shall make available to Ulbrichts on request, all books, records and papers relating thereto.

45.2 Termination by Material Default

If Supplier commits a material default of any of its undertakings under the Applicable Agreements, Ulbrichts shall notify Supplier of the default in writing, stating a reasonable time, in any event not exceeding thirty (30) calendar days from the date the notice is received, within which Supplier shall have to remedy said default.

Should the occurred default remain unremedied after the expiry of the reasonable period stated in the above mentioned notice, Ulbrichts is entitled to terminate the Applicable Agreements by giving written notice of termination to Supplier, the date of such written notice being the termination date.

45.3 Termination by Specific Defaults

Ulbrichts shall have the right at any time by giving notice in writing to Supplier to terminate any Agreements forthwith if:

a bankruptcy or composition procedure is initiated against Supplier, or a receiver is appointed to control the assets of Supplier, or a winding up order is made against Supplier; or

the financial position of Supplier deteriorates to such an extent that in the opinion of Ulbrichts the capability of Supplier adequately to fulfil its obligations under the Applicable Agreements has been placed in jeopardy.

46 Consequences of Termination

46.1 Upon receipt of the notice of termination, Supplier, unless otherwise directed by Ulbrichts, shall (i) terminate promptly all work under the Applicable Agreements; (ii) transfer title and deliver to Ulbrichts or its designee the finished work, the work in process, and the production parts and materials which Supplier produced or acquired in accordance with the Applicable Agreements and which Supplier cannot use in producing products for itself or for others; (iii) take actions reasonably necessary to protect property in Supplier's possession in which Ulbrichts has an interest until disposal instruction from Ulbrichts has been received; and (iv) satisfy other Ulbrichts' reasonable request for the purpose of uninterruptedly procuring and manufacturing those Services and Products as provided by Supplier under the original Applicable Agreements.

46.2 Any termination of the Applicable Agreements, particularly under Sections 45.2 and 45.3 above, shall be without prejudice to any rights which Ulbrichts may have against Supplier in respect of any breach occurred prior to the termination date.

47 Change of Control

47.1 Supplier recognizes and acknowledges that Ulbrichts' decision to award an Agreement to a given contractor is materially based on a prior positive assessment of the professional, financial and managerial capabilities of such contractor to properly and timely deliver the Products/Services.

47.2 Supplier agrees to promptly inform Ulbrichts of any change in its top-level management, or of any change in its shareholding structure and further agrees that, if in Ulbrichts' discretionary opinion, such changes materially affect Supplier's ability to properly and timely perform, Ulbrichts may enforce the provisions of Section 45 above.

48 Relationship of the Parties

Supplier and Ulbrichts are independent contracting parties. Nothing in these Terms shall make either Party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other.

49 No Waiver

No delay or omission in regard to the exercise of any right or remedy granted to Ulbrichts on the basis of these Terms, shall constitute a waiver of such rights. All rights and/or remedies granted to Ulbrichts on the basis of these Terms shall be deemed to be cumulative and of equal rank and to exist in addition to other statutory right or remedies.

50 Subcontracting and Assignment

50.1 No Party shall subcontract or assign any of its obligations under the Applicable Agreements without the prior written consent of the other Party.

50.2 Without the prior written consent of Ulbrichts, Supplier may not assign the Applicable Agreements. Any attempt by Supplier to assign any of the rights or obligations under the Applicable Agreements, except monetary claims, without such consent is void.

50.3 To the extent that Supplier subcontracts to third parties any of its obligations set forth in any Applicable Agreement, Supplier shall remain fully responsible for such obligations and for all acts or omissions of its subcontractors or agents. Nothing in any Applicable Agreement shall be construed to create any contractual relationship between Ulbrichts and any subcontractor, nor any obligation on the part of Ulbrichts to pay or see to the payment of any money due to any subcontractor, except as may be otherwise required by law.

51 Notices

51.1 Any notice, request, waiver, consent or approval require written form and shall be deemed to have been duly given or made when it is delivered by hand or by prepaid registered post or facsimile to the Party to which it is required or permitted to be given and made at such Party's address or to such facsimile number set forth in the Applicable Agreements or such other address or facsimile number as may be communicated in writing to the other Party.

51.2 The Parties shall notify the other of any change of address, fax numbers or other contact details within five (5) calendar days of such change.

52 Electronic Commerce

52.1 Supplier agrees to participate in all of Ulbrichts' current and future electronic commerce applications and initiatives upon Ulbrichts' request. For purposes of these Terms and any and all Applicable Agreements, each electronic message sent between the Parties within such applications or initiatives shall be deemed: (i) "written" and a "writing"; and (ii) an original business record when printed from electronic files or records established and maintained in the normal course of business.

52.2 The Parties expressly waive any right to object to the validity, effectiveness or enforceability of any such electronic message on the ground that a law or rule of evidence requires written, signed agreements. Any such electronic documents may be introduced as substantive evidence in any proceedings between the Parties as business records as if originated and maintained in paper form. Neither Party shall object to the admissibility of any such electronic document for any reason. By placing a name or other identifier on any such electronic message, the Party doing so intends to sign the message with his/her signature attributed to the message content.

53 Written Form Requirement

Any and all amendments and additions to these Terms and any and all Applicable Agreements shall require the written form and, in addition, the handwritten signature through authorized representatives of both Parties. This shall also apply to a change to this written form requirement.

54 Governing Law

The validity, construction and enforcement of these Terms and any Agreements, and the interpretation of the rights and duties of the Parties hereto shall exclusively be governed by, and be construed in accordance with, the laws of the Republic of Austria, without regard to principles of conflicts of laws and without regard to the UN Convention on the Sale of Products (CISG).

55 Jurisdiction

Any and all disputes, claims or litigation arising from or related in any way to this these Terms and/or any Applicable Agreement, including its formation, shall be exclusively submitted to and resolved by the courts of Linz, Austria.

56 Severability

If any provision of this Agreement should be or become wholly or partially void, ineffective or unenforceable, the validity, effectiveness and enforceability of the other provisions of this Agreement shall not be affected thereby. Any such invalid, ineffective or unenforceable provision shall be deemed replaced by such valid, effective and enforceable provision as comes closest to the economic intent and purpose of the invalid, ineffective or unenforceable provision as regards subject-matter, extent, time, place and scope. The aforesaid shall apply *mutatis mutandis* to any gap in this Agreement.