General Terms and Conditions of Purchase
ONEJOON GmbH
08/2024

1. General information

1.1. These Terms and Conditions of Purchase are an integral part of all purchases and orders of ONEJOON GmbH, Auf der Mauer 1, D-37120 Bovenden, registered in the Commercial Register of the Local Court Göttingen, HRB 205905 (hereinafter referred to as ONEJOON), as well as contracts for deliveries and services to it, including in current and future business relationships without express reference to them.

1.2. Other terms and conditions of the supplier shall only be binding if agreed in writing.

1.3. Insofar as statutory regulations grant ONEJOON more extensive rights than it is entitled to under these Terms and Conditions of Purchase, the statutory regulations shall take precedence.

1.4. A contract for the supply of non-fungible movable goods to be manufactured or produced shall be governed by the provisions on contracts to produce a work of the German Civil Code (BGB).

1.5. If INCOTERMS are used, the 2020 version applies.

1.6. The registered office of ONEJOON is, unless otherwise stated, D-37120 Bovenden, Auf der Mauer 1.

1.7. Compilation of online sources:

▪ Order confirmation	confirmation@onejoon.de
▪ Invoices as PDF to mailbox	invoices@onejoon.de
▪ Safety manual	www.onejoon.de/en/purchasing
▪ Data protection	www.onejoon.de/en/privacy
▪ Code of Conduct	www.onejoon.de/en/purchasing
▪ Packaging guideline	www.onejoon.de/en/purchasing
▪ Tech. Implementation Instructions	www.onejoon.de/en/purchasing

2. Orders and conclusion of contract

2.1. Purchase contracts for the supplier's products (contract goods, subject matter of the contract) shall be concluded upon order by ONEJOON and order confirmation (declaration of acceptance) by the supplier.

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2.2. Orders are only legally binding if they are placed by ONEJOON in writing and with an order number. Instead of the written form, ONEJOON may also choose the text form or the electronic form within the meaning of the BGB.

2.3. Only ONEJOON's purchasing department is authorised to conclude contracts and to order changed or additional services that are associated with additional costs. Excluded are changed or additional services up to an additional remuneration of EUR 500 in individual cases by ONEJOON's project managers and construction site coordinators.

2.4. Orders shall be confirmed by the supplier without delay by means of an order confirmation or an order acceptance to the e-mail address confirmation@onejoon.de. If the confirmation with any changes is not received within eight (8) working days, ONEJOON may cancel the order free of charge.

2.5. Upon acceptance, the Supplier confirms that it has checked the order for technical ambiguities and defined specifications, taking into account the Onejoon Technical Implementation Regulations (www.onejoon.de/en/purchasing), in particular when using the Supplier's nomenclature.

2.6. The supplier is obliged to obtain the necessary authorisations for the delivery of the contractual goods in good time and at his own expense.

2.7. Technical documents and drawings which are necessary for the proper execution of assembly, monitoring, repairs, replacement procurement and maintenance, which comprehensively describe the function of the delivered item, and which are necessary for obtaining authorisations or similar, shall be supplied in full in German and English free of charge.

2.8. ONEJOON is entitled to withdraw from the contract without compensating the supplier if the supplier is unable to fulfil the contract due to force majeure (Clause 17).

3. Prices

3.1. The prices stated in the order are unchangeable fixed prices, unless the parties agree otherwise in individual cases. Prices quoted are exclusive of statutory value added tax.

3.2. ONEJOON orders on the basis of the applicable price lists and general conditions of the supplier. Changes on the part of the supplier shall become effective vis-à-vis ONEJOON at the earliest three (3) months after written notification. Existing orders remain unaffected by subsequent changes.

3.3. The supplier shall only be entitled to remuneration for changed or additional services, irrespective of the legal grounds, if it announces these to ONEJOON prior

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to execution. In individual cases, notice may be dispensable in good faith, for example because the claim for remuneration is obvious or in an urgent case. If the supplier does not give notice of its claim to remuneration, although no exception according to sentence 2 exists, the claim to remuneration is excluded. In the event of changed or additional services, any additional or reduced services shall be taken into account equally for any claim to remuneration.

3.4. The supplier must give ONEJOON written notice of discontinuations of products at least six (6) months before the last date for a possible order (last order date).

4. Delivery dates

4.1. The delivery periods or dates stated in the order are binding in the sense of a fixed trade purchase in accordance with Section 376 German Commercial Code (HGB) (fixed dates); the order date shall apply for the calculation of the period. Early deliveries of the contractual goods require the consent of ONEJOON. In the event of premature deliveries, ONEJOON reserves the right to return the contractual goods at the risk and expense of the supplier. If ONEJOON does not return the contractual goods despite early delivery, ONEJOON shall store the contractual goods at the risk and expense of the supplier until the agreed date.

4.2. The supplier shall be fully responsible for the procurement of the contract goods and the necessary supplies and services, even if it is not at fault.

4.3. The dates specified in ONEJOON's order or otherwise agreed are delivery receipt/performance success dates and must be adhered to.

4.4. Die Warenannahme erfolgt zu den unter Ziff. 5.1 angegebenen Geschäftszeiten für Anlieferungen.

4.5. If the supplier is prevented from fulfilling its obligations due to unforeseen circumstances (force majeure within the meaning of Clause 17) which could not be avoided despite reasonable care, the delivery period shall be extended by the duration of the hindrance. If the supplier recognises the risk of non-compliance with delivery deadlines or delivery dates, it must inform ONEJOON of this immediately in writing, stating the reasons for the duration of the delay (delay warning).

4.6. After receipt of a delay warning and after fruitless expiry of a reasonable grace period set by the supplier, usually not longer than fourteen (14) working days, ONEJOON is entitled to withdraw from the contract without further ado. If the supplier does not set a reasonable grace period or if ONEJOON itself would be in default of delivery to its customers due to the delay, ONEJOON shall be entitled to the aforementioned rights already after the delay warning. ONEJOON shall not be entitled to any further claims due to delay or non-fulfilment.

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4.7. ONEJOON shall be entitled to a contractual penalty in the event of a full or partial delay (default) for which the supplier is responsible. The amount shall be 1 % of the order value per completed week of delay (pro rata thereafter), up to a maximum of 5 % of the order value. ONEJOON may assert the reservation of the contractual penalty in accordance with Section 341 para. 3 BGB until the final payment on the underlying contractual relationship, but at least within fourteen (14) days after acceptance of the fulfilment. Further statutory claims remain unaffected. If ONEJOON claims compensation for the actual damage caused by the delay in addition to the contractual penalty, the forfeited contractual penalty shall be offset. The supplier is free to prove that no or significantly less damage has been incurred.

4.8. If, before or after the due date, there are doubts about the supplier's ability or willingness to perform for which the supplier is responsible, in particular because the supplier does not adhere to schedules or does not provide sufficient personnel or already announces that it cannot or will not perform on time, and if ONEJOON has an urgent interest in clarification, ONEJOON may set the supplier a deadline before or after the due date to explain its ability or willingness to perform and, if necessary, to provide evidence of its ability or willingness to perform. After unsuccessful expiry of the deadline, ONEJOON may withdraw from the contract in accordance with Section 323 BGB and/or demand compensation for damages or compensation in lieu of performance in accordance with Sections 280, 281 BGB. Further claims and rights remain unaffected.

4.9. In the event of justified refusal of receipt or of acceptance, the delivery time shall be deemed not to have been met.

4.10. Receipt or acceptance of a delayed service does not constitute a waiver of claims by ONEJOON in general.

5. Delivery and transfer of risk

5.1. The supplier shall deliver the contractual goods to the address specified in Clause 1 or to another agreed delivery address. Delivery times are Monday to Friday 07:30 a.m. to 12:30 p.m. and Monday to Thursday 01:00 p.m. to 03:30 p.m. Unless otherwise agreed, deliveries shall be made to the delivery address free domicile (INCOTERMS DDP) including any transportation costs, insurance, customs duties

5.2. The place of fulfilment is the contractually agreed delivery address or, in the case of work services, the place where the work service is to be performed in accordance with the order. If nothing has been agreed, the place of fulfilment shall be ONEJOON's premises in Bovenden.

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5.3. Delivery may only be made in person during the goods acceptance times (Clause 5.1) at the goods receiving point. The delivery documents must be handed over to ONEJOON upon receipt of the goods. If the supplier fails to do so, ONEJOON shall not be liable for delays in processing.

5.4. In the case of purchase contracts, the risk shall not pass to ONEJOON until the delivery item is handed over at the specified delivery address; in the case of contracts to produce a work, after acceptance.

5.5. On the day a consignment is dispatched, the supplier shall send ONEJOON a dispatch note. This must contain the order data and the scope of the consignment, in particular the scope of the outstanding order in the case of partial deliveries.

5.6. The supplier must enclose a delivery note with the delivery and a list of contents with each package, stating ONEJOON's order number and order position as well as ONEJOON's article number. The delivery note and the package contents list contain a quantity and a clear specification of the delivered parts. The specification can also be found on the delivered parts for identification purposes. If a package contains only identical parts, the specification on the package is sufficient. For direct shipments to ONEJOON's customers, the supplier shall use a neutral delivery note stating ONEJOON's order number and indicating that the delivery is being made on behalf of ONEJOON. For invoice control purposes, the supplier shall send ONEJOON a dispatch note signed by the carrier.

5.7. Partial deliveries/services are only permitted with written consent.

5.8. The supplier shall pack the contractual goods professionally at its own expense in accordance with their nature and the selected mode of transport. For this purpose, the supplier shall download the packaging guidelines linked in Clause 1.7. The costs of return transport and disposal of the packaging shall be borne by the supplier. The goods to be delivered shall be packaged in an environmentally friendly manner or, at the request of ONEJOON, in another manner. The packaging shall ensure protection against damage, soiling and moisture during transport. Damage due to inadequate packaging shall be borne by the supplier even if no separate specifications have been made by ONEJOON.

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6. Scope of delivery and services

6.1. All services required for a flawless delivery or a flawless production and assembly process are also part of the supplier's scope of services even if they are not expressly listed in the contract.

6.2. If ONEJOON supplies or provides the material required for the performance of the supplier's service in the case of installations and assembly, the supplier's service shall also include the unloading of the means of transport and the transport from the storage location of the material to the assembly site.

6.3. If the order includes research, designs, "As built" articles, revisions, developments, drafts or similar services, the supplier shall be obliged to hand over all results, in particular design and production drawings as well as documentation, user manuals, etc., in electronic and paper form.

6.4. For the delivery of machines and components, installations, maintenance and assembly, the scope of services shall also include the documentation customary in the industry in electronic and paper form. The documentation must comply with the recognised rules of technology as well as the relevant standards and statutory provisions at the time of delivery (in particular the EC Machinery Directive, where applicable). The rules, standards and statutory provisions in Germany and, insofar as they impose further requirements, at the specified location for the delivery/service or at the specified final destination of ONEJOON's delivery/service to the customer are authoritative.

6.5. The supplier shall deliver software on standard data carriers or on a protected online communication channel in machine-readable object programme form together with application documentation in electronic form. In the case of software development, the scope of services shall also include the delivery of the software on commercially available data carriers in machine-readable source programme form and the documentation of the programme development in electronic form as well as manufacturer documentation; this shall also apply to subsequent changes or updates. The supplier shall deliver the source programme in the tendered programming language with detailed comments. Comments shall be written in the specified national language. The supplier shall use the technical terms specified by ONEJOON or by the customer. Upon acceptance, the supplier shall hand over the source and object programme as well as documentation, which must correspond to the programme status at the time of acceptance. If software is subsequently adapted or updated, the supplier shall deliver the source and object programme and documentation, including references to changes, without being requested to do so. ONEJOON may request the current source and object programmes at any time.

6.6. The supplier shall check ONEJOON's plans, drawings and other information on the execution of the service or materials and components supplied by ONEJOON or

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services of other suppliers, insofar as they concern the supplier, for completeness, correctness and suitability for the intended purpose. He shall inform ONEJOON immediately in writing of any concerns. If he fails to do so, ONEJOON is also entitled to claims for defects in this respect; claims for damages for other reasons remain unaffected. The release of technical documents by the supplier in the course of order fulfilment does not release him from his obligation to provide defect-free delivery and service.

7. Receipt

Receipt of the contractual goods does not mean that they are recognised as being in accordance with the contract.

8. Acceptance

8.1. ONEJOON may stipulate that the contractual goods require acceptance by ONEJOON upon delivery within the meaning of contracts to produce a work. In the case of acceptance determined by law or by ONEJOON, the fulfilment effect only occurs upon acceptance.

8.2. If acceptance has been agreed or specified, the supplier shall make the contract goods available for acceptance. ONEJOON shall record the result of the acceptance test in full in a written acceptance report.

8.3. Acceptance shall not affect the supplier's obligation to remedy minor defects without delay.

8.4. The date of acceptance is the date of completion of the successful acceptance test.

9. Invoices

9.1. The supplier shall send its invoices to ONEJOON after dispatch by e-mail to the e-mail address invoices@onejoon.de specified in Clause 1.7. Invoices may under no circumstances be enclosed with the shipment of the contractual goods.

9.2. The supplier shall issue separate, verifiable and clear invoices for each order. The invoices must contain ONEJOON's order identifiers (order number, order date, order item, article number, material number, quantity and price). Invoices that do not contain this information shall be returned by ONEJOON and shall not constitute a due date. Invoices from the supplier that deviate from the delivery or service shall only be deemed to have been received by ONEJOON from the time of correction into a proper invoice.

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9.3. Value added tax must be shown separately. The value added tax identification number (VAT ID number) of the supplier must be stated. ONEJOON reserves the right to reject invoices that do not meet the legal requirements for input tax deduction.

9.4. Partial invoices are only permissible if corresponding partial deliveries were ordered.

10. Payment

10.1. Unless otherwise agreed, payment shall be made after fourteen (14) days with a 3 % discount or after sixty (60) days net. The payment period shall commence upon receipt of the invoice and all necessary documents, but at the earliest upon acceptance of the delivery or acceptance of the service and not before receipt of an agreed security.

10.2. In the event of defects, ONEJOON shall be entitled to refuse payment of a reasonable part of the remuneration and to deduct a discount even after expiry of the right to refuse performance in accordance with paragraph 1.

10.3. ONEJOON's right to offset shall remain unaffected.

10.4. Deliveries and services for which acceptance is required shall only become due for payment after written acceptance by ONEJOON and, insofar as covered by the scope of delivery or service, after handover of documentation and test certificates. Section 632 a BGB remains unaffected. Payment shall be made subject to invoice verification.

10.5. Advance payments and payments on account require special agreement and must be secured by the supplier in advance by means of an irrevocable, unlimited, directly enforceable bank guarantee from a major bank authorised as a tax guarantor and waiver by the guarantor of the defences of anticipatory action, contestability and set-off, with the exception of offsetting against recognised or legally established claims. The bank guarantee must be governed by German law and Göttingen must be designated as the exclusive place of jurisdiction. In all other respects, Section 239 BGB applies.

10.6. ONEJOON shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent permitted by law. In particular, ONEJOON is entitled to withhold due payments as long as it is still entitled to claims against the supplier arising from incomplete or defective services.

10.7. Payments by ONEJOON do not constitute recognition of the delivery or service as being in accordance with the contract.

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10.8. ONEJOON shall not owe any interest on arrears in accordance with Section 353 HGB. The statutory provisions shall apply to default in payment.

11. Transfer of title

Delivered goods remain the in the ownership of the supplier until they have been paid for. Other types of retention of title are excluded. ONEJOON is entitled to treat and process the goods in the ordinary course of business or to resell them. In the case of treatment or processing, the ownership of the supplier is lost. In the event of resale, ownership is transferred to the purchaser.

12. Execution of work

12.1. The supplier shall fulfil its obligations arising from contracts with ONEJOON through its own company with its own employees. He shall ensure that the personnel are deployed and instructed in accordance with the statutory provisions when providing the service.

12.2. The use of subcontractors is only permitted with ONEJOON's prior written consent. When using subcontractors, the supplier shall ensure that they are selected in such a way that they are suitable and reliable for the purpose. The supplier shall also ensure that subcontractors are engaged in accordance with the agreements with ONEJOON.

12.3. If a claim is made against ONEJOON due to an error on the part of the supplier, the supplier shall indemnify ONEJOON against any claim upon first request.

12.4. During installation and assembly work on the construction site of ONEJOON's customer or at ONEJOON, the supplier shall be responsible for compliance with all accident prevention regulations as well as any factory regulations of the customer and other regulations made known to the supplier. In particular, the supplier must observe the "Safety Manual for External Companies and Visitors" in its current version, available at www.onejoon.de/en/purchasing. The supplier must inform himself of the content of any regulations made known to him.

12.5. Liability for accidents that occur to persons on the company premises in fulfilment of the contract is excluded, unless caused by intentional or grossly negligent breach of duty by ONEJOON's legal representatives or vicarious agents. This also applies to work carried out by the supplier on the premises of ONEJOON's customers (the customer's plant and country-specific regulations are decisive).

12.6. The supplier guarantees that the personnel it deploys are fully covered by social insurance and trade association insurance and have the necessary residence and work permits. Upon request, the supplier shall provide ONEJOON with proof of

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sufficient liability insurance with the following minimum cover amounts before the work is carried out:

(1) for personal injury EUR 10,000,000.00 per person and claim
(2) for property damage EUR 10,000,000.00 per claim

12.7. The supplier must comply with the applicable legal provisions on workplace safety and working time.

12.8. The supplier undertakes to pay the taxes and social security contributions arising from the provision of services in full and on time to the relevant collection office.

12.9. For orders placed by ONEJOON for services or work within Germany, the supplier undertakes to comply with the provisions of the German Minimum Wage Act ("Gesetz zur Regelung des allgemeinen Mindestlohns", in the respective effective version). At the request of ONEJOON, the supplier undertakes to provide evidence of the proper fulfilment of its obligation at any time by means of suitable documents. If the supplier or a subcontractor violates the obligations under the Minimum Wage Act, the supplier shall indemnify ONEJOON against all claims in the event of a claim by a third party and undertakes to compensate ONEJOON for any additional damage incurred. For the deployment of employees under service and work contracts with ONEJOON in countries other than Germany, the obligations of the supplier shall apply accordingly in accordance with the local regulations.

12.10. In the event that the supplier repeatedly and/or despite a corresponding notice behaves contrary to the law and does not prove that the violation of the law has been remedied as far as possible and that appropriate precautions have been taken to avoid future violations of the law, ONEJOON reserves the right to withdraw from existing contracts or to terminate them without notice.

13. Provisions

13.1. Material and parts provided shall remain ONEJOON's property and must be stored separately by the supplier and used only for ONEJOON's order. The supplier shall be liable for damage or loss even if it is not at fault.

13.2. Processing or remodelling by the supplier is carried out for ONEJOON. If the item provided is processed with other items not belonging to ONEJOON, ONEJOON shall acquire co-ownership of the new item in the ratio of the value of ONEJOON's item to the other processed items at the time of processing.

13.3. If the provided item is combined with other items not belonging to ONEJOON, ONEJOON shall acquire co-ownership of the new item in the ratio of the value of ONEJOON's provided item to the other combined items at the time of combination. If the combination takes place in such a way that the supplier's item is to be regarded as the main item, it is agreed that the supplier shall transfer co-ownership

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to ONEJOON on a pro rata basis; the supplier shall hold the co-ownership for ONEJOON. The above provisions shall apply accordingly if the supplier mixes or blends the item provided by ONEJOON with other items.

13.4. The supplier shall insure the item to which ONEJOON is entitled to sole or co-ownership, including the new item created by processing, against property damage, loss, etc.

14. Quality control, quality assurance, product changes

14.1. Unless the order specifies further or deviating requirements, the supplier shall provide deliveries and services in accordance with the recognised rules of technology and in compliance with the relevant DIN, VDE, VDI or comparable standards. In addition, the supplier shall provide them in such a way that they comply with statutory provisions on machinery, technical work equipment, accident prevention, workplace safety, hazardous substances, emission protection, water protection, waste legislation, etc. The rules, standards and statutory provisions in Germany and, insofar as they impose further requirements, at the specified location for the delivery/service or at the specified final destination of ONEJOON's delivery/service to the customer shall apply. The freedom from defects of title also extends to the final destination specified by ONEJOON.

14.2. The supplier is obliged to carry out a quality control during production and to carry out an outgoing goods inspection and must comprehensively check the quality of its contract goods before delivery and document this and make it available on request.

14.3. ONEJOON and its customers, including their representatives, shall have free access to the premises of the supplier and its subcontractors and shall be entitled to inspect and test the contractual goods or parts thereof during manufacture and after completion. ONEJOON and its customers may use their own employees or a third party as inspectors. These inspections and tests may be carried out at the place of manufacture. The supplier shall notify ONEJOON at least fourteen (14) days in advance of any scheduled final inspection or test, and ONEJOON shall notify the supplier at least 48 hours in advance of its or its customer's intention to participate in any scheduled inspection or test. The supplier and its subcontractors shall provide all necessary assistance to the inspectors in the performance of their duties. The supplier and its subcontractors shall provide the inspectors with the necessary technical documentation, test documents and drawings free of charge. The technical documentation shall include the references and the number of the standards applied in the manufacture of the contractual goods and, where the inspectors consider it appropriate, a copy of these standards.

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15. Warranty, liability for defects

15.1. The contractual nature of the contractual goods shall be determined by the specifications in the order. The supplier warrants the quality specified in the order; features emphasised separately therein shall be deemed guaranteed. Unless determined by the parties, the contractual nature shall also be determined in accordance with the state of the art in science and technology. The respective contractual goods must fully comply with the relevant European regulations, their national implementation regulations and the corresponding technical standards, even if no conformity assessment should be necessary on the basis of these regulations.

15.2. ONEJOON is entitled to limit the incoming goods inspection to quantity deviations and easily recognisable defects.

15.3. ONEJOON may limit itself to random samples of the contractual goods, which only include identity (conformity with the goods listed in the order), completeness and externally recognisable damage. The random sample comprises a reasonable number per delivery or, in the case of partial deliveries, a random inspection of a reasonable number of partial deliveries.

15.4. ONEJOON may also commission third parties to inspect the contractual goods.

15.5. The period for inspection and notification of defects (Sections 377, 381 para. 2 HGB) is three (3) weeks from delivery, for defects not recognisable upon inspection from discovery of the defect. If a longer period is appropriate in individual cases, this shall apply.

15.6. If ONEJOON demands supplementary performance, it shall be entitled to choose the type of supplementary performance even in the case of contracts to produce a work. The expenses required for the purpose of supplementary performance, which the supplier must bear, also include the costs for the removal and installation of the delivery item, as well as transport and packaging costs. ONEJOON also has the right to remedy the defect itself in the case of purchase contracts.

15.7. The limitation period shall be at least 36 months, unless longer periods are provided for by law or other agreement. ONEJOON's written notice of defects shall suspend the limitation period for ONEJOON's claims for defects until one or the other party refuses negotiations or their continuation.

15.8. The supplier shall inform ONEJOON immediately if any of the following cases occur in the contractual goods already delivered: deviations from the specifications, possible quality problems, problems due to changes with a possible effect on the reliability or properties of the products, or defects in additional components included in the scope of delivery of the contractual goods (i.a. documentation).

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15.9. ONEJOON may, at its discretion, determine further measures, e.g. immediate rectification of defects in contractual goods at the customer or end customer concerned. Recall actions which ONEJOON or the end customer deem necessary after conscientious examination shall be determined exclusively by ONEJOON or the end customer in terms of content and scope. The costs incurred shall be borne by the supplier and paid to ONEJOON as an advance payment upon first request.

15.10. If a defect in the contractual goods is only discovered after further processing or onward delivery of the goods supplied by the supplier, the supplier shall be obliged to bear all necessary costs associated with the replacement or rectification of the defective goods, in particular for testing, transport, travelling, work, installation, removal and material. The risk of return transport shall be borne by the supplier.

15.11. To secure the claims for defects, ONEJOON may demand security from the supplier in the amount of 5 % of the remuneration owed. In the event that the supplier becomes insolvent before final payment, ONEJOON may (without prejudice to further rights) demand additional security in the amount of a further 10 % of the remuneration owed (i.e. a total of 15 %). Security may be provided by retention or by an unlimited directly enforceable bank guarantee. Clause 10.5 applies with regard to the bank guarantee. If the security has not been utilised, it shall be returned after expiry of the limitation period for claims for defects on which the contractual relationship is based. However, insofar as ONEJOON's asserted claims for defects have not yet been fulfilled at this time or claims for defects for parts of the delivery or service are not yet time-barred, a corresponding part of the security may be withheld; the supplier may replace bank guarantees with new, correspondingly reduced bank guarantees.

16. Liability

16.1. Liability shall be governed by the statutory provisions, unless otherwise agreed.

16.2. If claims are asserted against ONEJOON on the basis of manufacturer's liability under domestic or foreign law, the supplier shall be obliged to indemnify ONEJOON against claims for damages by third parties insofar as it is responsible for the defect giving rise to the liability.

16.3. In this context, the supplier is also obliged to reimburse such expenses that arise from or in connection with an appropriate recall action carried out by ONEJOON or other appropriate damage-removal or preventive measures. In this respect, the supplier waives any defence of the statute of limitations, unless ONEJOON can invoke the statute of limitations vis-à-vis the claimant.

16.4. The supplier is obliged to maintain a business and product liability insurance with a minimum coverage of EUR 10 million per personal injury/property damage during the delivery and service. ONEJOON's claims for damages remain unaffected

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by this. Where relevant, the supplier further undertakes to take out assembly insurance with a sum insured that covers the value of the goods and services to be provided by it.

17. Force majeure

17.1. If one of the parties is unable to properly fulfil its contractual obligations due to force majeure, the other party shall not be entitled to compensation for damages, regardless of the legal grounds.

17.2. Force majeure events shall include in particular

- natural disasters, natural events, nuclear disasters, epidemics, pandemics, infectious diseases,
- war, civil unrest, acts of terrorism,
- official interventions such as confiscation through no fault of one's own or other measures of public authority, non-issuance of official delivery authorisations through no fault of one's own,
- strikes, lockouts and other labour disputes of any kind,
- general shortage of raw materials, consumables and supplies where replacement is not possible at reasonable additional cost,
- downtimes due to machine damage, machine breakage and other operational disruptions that cannot be prevented with reasonable measures,
- restrictions on energy supply, general restrictions on transport.

17.3. In the event of impediments to performance due to force majeure, the delivery and payment date shall be extended by the duration of the delay. The prevented party shall document the force majeure. The rights and obligations of the parties in the event of impediments to delivery due to force majeure shall otherwise be governed by Clause 4.5. and 4.6.

18. Termination, withdrawal

18.1. ONEJOON is entitled to terminate contracts for work and services and to withdraw from purchase contracts without good cause. The provisions of the right of termination pursuant to or analogous to Section 648 BGB apply. ONEJOON may also limit termination or withdrawal to parts of the contract.

18.2. ONEJOON may terminate the contract for cause if the supplier gets into financial difficulties, in particular if an application for the opening of insolvency proceedings against its assets has been filed. The supplier's remuneration shall be calculated in accordance with Section 645 para. 1 sentence 1 BGB. ONEJOON's claims for damages and other rights remain unaffected.

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19. Trade secrets, confidential information

19.1. The supplier is obliged to treat the information made available to him as well as knowledge which he obtains on the occasion of the execution of the order confidentially, also beyond the execution of the order, and also not to utilise it himself. The same applies to the results mentioned in Clause 20.6. and the software developed for ONEJOON in accordance with Clause 20.7. Publications about ONEJOON or its products require ONEJOON's written consent.

19.2. The supplier hereby undertakes for each case of infringement of Clause 19.1. to pay a contractual penalty to ONEJOON in the amount of EUR 50,000.00 (in words: fifty thousand euros) in each individual case. Irrespective of this, ONEJOON may demand compensation from the supplier for any demonstrably higher damages incurred. The promise of contractual penalty shall also extend to the supplier's employees and third parties commissioned by the supplier.

20. Model protection, intellectual property rights, tools

20.1. The supplier may not itself use, reproduce, supply to third parties, make available for inspection or otherwise make accessible products that are manufactured according to confidential information or documents of ONEJOON or with tools provided by ONEJOON. The supplier may not participate directly or indirectly in the reproduction of these products or the sale of reproduced products.

20.2. ONEJOON shall remain the owner of the documents relating to its products and the owner of its industrial property rights and know-how. The Supplier shall not apply for any industrial property rights based on the information and shall not attack any industrial property rights of ONEJOON.

20.3. All items, in particular models, tools, samples, drawings, plans and documents of all kinds, which have been handed over to the supplier, shall remain ONEJOON's property. The supplier shall keep such items secret and return them free of charge upon request at any time. The supplier may not make such items available to third parties for inspection or otherwise make them accessible, reproduce them or use them for its own purposes.

20.4. The same applies to moulds, tools or similar devices or aids for the manufacture of the delivery item, which are manufactured according to such documents or manufactured in whole or in part at ONEJOON's expense. Changes to these may only be made with ONEJOON's consent. It is deemed to be agreed that the above-mentioned items shall become ONEJOON's property (insofar as remuneration has been agreed upon payment thereof) and that these items shall be stored properly and free of charge for ONEJOON. If ONEJOON has paid for the aforementioned items before completion, ONEJOON also acquires ownership of the semi-finished product in accordance with the above provision.

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20.5. The supplier undertakes to insure the items referred to in paragraphs 2 and 3 and owned by ONEJOON against property damage, loss, etc.

20.6. If improvements are made by the supplier in connection with the order, ONEJOON shall have a free, non-exclusive right of use for the commercial exploitation of the improvement and any property rights thereto.

20.7. For software developed for ONEJOON, ONEJOON has the exclusive, temporally and geographically unrestricted right to use the results or the software in all ways. Where relevant, ONEJOON is entitled to apply for industrial property rights. If the supplier uses standard software for its deliveries and services, ONEJOON has a non-exclusive, temporally and geographically unrestricted right to use this software at least to the extent permitted by law. In particular, ONEJOON is authorised to use such software not limited to individual systems and to grant its customers a simple right to use it.

20.8. The supplier hereby undertakes that in the event of a breach of any provision under Clause 20.1. to 20.4. to pay a contractual penalty to ONEJOON in the amount of EUR 50,000.00 (in words: fifty thousand euros) in each individual case. Irrespective of this, ONEJOON may demand compensation from the supplier for any demonstrably higher damages incurred. The promise of contractual penalty shall also extend to the supplier's employees and third parties commissioned by the supplier.

21. Property rights of third parties

21.1. The supplier guarantees that the contractual goods are free of third-party property rights that exclude or restrict the intended use by ONEJOON and/or its customers.

21.2. The supplier shall inform ONEJOON immediately of all infringements and impairments of industrial property rights of which it becomes aware.

21.3. If the use of the contractual goods or parts thereof is impaired or prohibited by asserted infringements of property rights or if there is a threat of impairment or prohibition as a result, the supplier shall compensate ONEJOON for the resulting damages and all costs in an unlimited amount and shall be entitled and obliged, at its own discretion and within a reasonable period of time, to either

(1) to modify or replace the contractual goods or the part affected thereby in such a way that the industrial property rights of third parties are not infringed, but the modified or replaced contractual goods nevertheless comply with the contractual provisions, or
(2) to provide ONEJOON with the right to use the contractual goods without restriction and without additional costs for ONEJOON.

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21.4. If the supplier fails to fulfil this obligation within a reasonable period of time despite being requested to do so, ONEJOON shall be entitled, among other things, to obtain authorisation from the rights holder to use the contractual goods concerned in accordance with the contract at the supplier's expense. ONEJOON shall involve the supplier as far as possible in the contractual negotiations with the rights holder and take into account the legitimate interests of the supplier.

21.5. The supplier assumes sole and unlimited liability towards those who assert an infringement of property rights by the contractual goods. The supplier shall indemnify ONEJOON and its customers against all claims arising from infringements of intellectual or industrial property rights. The indemnification refers to all expenses necessarily incurred by ONEJOON from or in connection with the claim by a third party. In the event of indemnification, ONEJOON undertakes to provide the supplier with reasonable support in the defence of such claims upon request, whereby the costs of this support shall be borne by the supplier.

21.6. Further rights of ONEJOON remain unaffected, in particular the right to replacement and claims for damages.

21.7. Claims for infringement of third-party property rights shall become time-barred within five (5) years after delivery to ONEJOON or, if acceptance has been agreed, within five (5) years after successful acceptance; in case of doubt, on the later of the two dates mentioned.

22. Data protection, data use

22.1. ONEJOON processes personal data only in accordance with the statutory provisions and the privacy policy available on the ONEJOON website (www.onejoon.de/en/privacy).

22.2. With regard to personal data, the supplier shall comply with the provisions on statutory data protection and in particular take the necessary technical and organisational protective measures, for example against unauthorised access or unauthorised disclosure.

22.3. The supplier agrees that ONEJOON may digitally store the data required in the context of the business relationship, including personal data, of the supplier and the contracts concluded with the supplier and use it solely for its own purposes within its company. Further agreements on data protection will be regulated in separate agreements if required.

22.4. ONEJOON is entitled to use ONEJOON's operating and customer data – except for the fulfilment of contractual purposes by the supplier.

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23. Provisions on export control and foreign trade data

23.1. The supplier shall fulfil all requirements of the applicable national and international customs and foreign trade law (hereinafter referred to as foreign trade law). In its offers and together with its confirmation, as well as in the event of changes, the supplier must immediately provide ONEJOON in writing with all information and data that ONEJOON requires to comply with foreign trade law for export, import and re-export, in particular

(1) export licence requirement for the delivery item,
(2) list item number according to German export law,
(3) recording of the delivery item according to US law with list item number,
(4) export licence requirement for the delivery item in accordance with the applicable EC Dual-Use Regulation with list item number,
(5) commodity code,
(6) country of origin of the goods and
(7) notification number/SCIP reference number and all required information according to the SCIP database of the European Chemicals Agency (ECHA) for articles containing substances of very high concern (SVHC) (REACH Regulation).

23.2. In the event that ONEJOON is not granted the required export licence, it reserves the right to withdraw from the contract.

23.3. The supplier must prove the provenance/origin of the delivery item in compliance with the relevant regulations, i.a. by means of a supplier or origin declaration or EUR 1. In the supplier declaration, the supplier must state the origin of the delivery item in accordance with the applicable rules of origin of the country of destination.

23.4. Existing substance bans resulting from regulations in Germany or in the country of destination notified to the supplier must be complied with by the supplier.

23.5. The supplier is obliged to declare the substances contained in the delivery item (indication of the CAS numbers and weight proportions in the homogeneous material), insofar as these substances are listed in one of the following regulations:

(1) German Chemicals Prohibition Ordinance (implementation of Directive 76/779/EEC and the associated amendments),
(2) German End-of-life Vehicles Ordinance (implementation of Directive 2000/53/EC),
(3) German Electrical and Electronic Equipment Act (implementation of Directive 2002/95/EC and Directive 2002/96/EC),
(4) German Chemicals Ozone Layer Ordinance and
(5) CLP Regulation (Regulation 2008/1272/EC).

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23.6. The supplier shall be liable for all damages resulting to ONEJOON due to improper or delayed declarations.

24. Compliance

24.1. The supplier is obliged to comply with the laws and regulations (e.g. human rights, working conditions, social standards, etc.) of all countries in which it operates. In particular, it undertakes not to participate actively or passively, directly or indirectly, in bribery or the violation of human rights. ONEJOON explicitly refers to its Code of Conduct, which is linked in Clause 1.7. and is available on the website.
The supplier undertakes to comply with the relevant statutory regulations on the treatment of employees, environmental protection and occupational safety and to work to minimise the adverse effects of its activities on people and the environment. The supplier undertakes to impose this obligation on its suppliers and to make it available on request.

25. Retention, offsetting, assignment, waiver

25.1. The supplier shall have no right of lien or right of retention to the contractual goods. The same applies to all other documents or objects handed over or made accessible or entrusted to the supplier by ONEJOON.

25.2. The supplier may only offset counterclaims insofar as these have been recognised by ONEJOON or have been legally established.

25.3. A transfer of the contract as a whole, the transfer of individual obligations and the assignment of individual rights arising for the supplier from this contractual relationship and the contracts entered into thereunder shall require the prior written consent of ONEJOON. The assignment of monetary claims is excluded.

25.4. The non-exercise of rights by ONEJOON does not constitute a waiver.

26. Miscellaneous

26.1. Written form is required for the conclusion of contracts and their amendments and additions; other declarations must be made in written or in text form.

26.2. A written contract fully reflects all agreements between the contracting parties. Verbal collateral agreements shall be deemed not to have been made.

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27. Place of fulfilment and jurisdiction

27.1. The place of fulfilment for the supplier's services shall be the place specified in the contract, otherwise the registered office of ONEJOON. The place of fulfilment for services of ONEJOON is the registered office of ONEJOON.

27.2. If the supplier is a merchant within the meaning of the HGB, a legal entity under public law or a special fund under public law, or if it has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction shall be the registered office of ONEJOON in Bovenden. If the supplier has a general place of jurisdiction in Germany, ONEJOON is also entitled to use this place of jurisdiction at its discretion.

28. Foreign business

28.1. For foreign transactions, the following additional conditions apply to this contractual relationship and the contracts entered into thereunder:

28.2. All transactions are subject to German civil and commercial law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws rules of private international law.

28.3. ONEJOON shall not be liable for the compatibility of the contractual goods with national regulations in the supplier's country or for compliance with such regulations during delivery or in any other context.

29. Ineffectiveness, contractual loopholes

29.1. Should current or future provisions of the contracts be wholly or partially invalid or unenforceable or lose their legal validity or enforceability at a later date, this shall not affect the validity of the remaining contractual provisions. The same applies if it should transpire that a contract contains loopholes.

29.2. In place of the invalid or unenforceable provision or to fill the loophole, an appropriate provision shall apply which the parties would have made if they had considered the point when concluding the contract. This shall also apply if the invalidity of a provision is based on a measure of performance or time (deadline, date) nominated in this contract; in such cases, a legally permissible measure of performance or time (deadline, date) that comes as close as possible to what was intended shall replace the agreement.

29.3. If the validity of a regulation in the sense described above can only be achieved by agreement in compliance with special formal requirements, the parties involved are obliged to take the necessary actions and make the necessary declarations.

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