

General Terms and Conditions of Purchase

of Neura Electronics GmbH

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A. COMMON PROVISIONS FOR DELIVERIES AND SERVICES

1. Scope of Application, Exclusivity

- 1.1 These General Terms and Conditions of Purchase ("GTCP") shall apply:
- 1.1.1 For all business relationships between Neura Electronics GmbH with its registered office in Metzingen ("NEURA") and its business partners who deliver goods to NEURA or provide services to NEURA ("Supplier"; NEURA and Supplier each individually "Party" and jointly "Parties").
 - 1.1.2 In particular for contracts for the purchase of (i) hardware and software and other products ("Goods"), (ii) services [*Dienstleistungen*], and (iii) work services [*Werkleistungen*] ((ii) and (iii) "Services"; (i) up to and including (iii) collectively "Contract Products").
 - 1.1.3 Only if the Supplier is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.
 - 1.1.4 In the version valid at the time of NEURA's order, in any case in the version last communicated to the Supplier in written form [*Textform*] as a framework agreement also for similar future contracts, without NEURA having to refer to the validity of these GTCP again in each individual case.
 - 1.1.5 Exclusively; i.e. deviating, conflicting or supplementary general terms and conditions of the Supplier shall only become part of the contract if and to the extent that NEURA has expressly consented to their application in writing. This requirement of consent applies in any case, e.g. even if NEURA accepts the Supplier's contractual performance without reservation in the knowledge of the Supplier's general terms and conditions.
- 1.2 Individual agreements made between the Parties in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GTCP. Subject to proof to the contrary, the content of such agreements shall be governed by a contract or written confirmation by NEURA.
- 1.3 In addition to these general provisions under section A apply to the purchase of
- 1.3.1 Goods the special provisions under section B, and
 - 1.3.2 works and services, the special provisions under section C.

2. Conclusion of Contract

- 2.1 Offers of the Supplier shall be binding upon receipt by NEURA. NEURA may accept the Supplier's offers within a period of ten (10) working days from receipt. "Working days" within the meaning of these GTCP are all days from Monday to Friday with the exception of public holidays at the registered office of one of the Parties. The acceptance of an offer by NEURA is usually effected by sending an order or order confirmation.
- 2.2 If NEURA sends the Supplier an order without having previously received an offer from the Supplier, the Supplier may accept the order within a period of five (5) working days after receipt. The order may be accepted by sending the order signed by the Supplier or an order confirmation. If the Supplier does not expressly confirm an order of NEURA, the delivery of the ordered Goods or the provision of the ordered Services by the Supplier shall be deemed as acceptance of the order.
- 2.3 Only NEURA's purchasing department is authorized to order Contractual Services. Therefore, orders and order confirmations from NEURA are only legally effective if they are transmitted to the Supplier by NEURA's purchasing department. If the Supplier receives an order or order confirmation from a department other than NEURA's purchasing department, NEURA is not bound by this order or order confirmation.
- 2.4 NEURA rejects in any case modifications of an order by the Supplier. They constitute a counter-offer by the Supplier which requires express acceptance by NEURA. The Supplier shall expressly notify NEURA of any changes to an order.
- 2.5 The Supplier shall notify NEURA of obvious errors (e.g. typing and calculation errors) and incompleteness of the order including the order documents for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not concluded.

3. Remuneration, Terms of Payment

- 3.1 The remuneration for the contractual services stated in an order of NEURA as well as any time expenditure stated shall be binding.
- 3.2 Unless explicitly agreed otherwise, the remuneration is a fixed remuneration, i.e. it includes all services, ancillary services and ancillary costs of the Supplier (in particular proper packaging, customs, transportation costs including any transport and

liability insurance, any costs of travel to and from the place of performance including accommodation costs and expenses, allowances for overtime, late work, night work, work on Sundays and public holidays, hardship allowances).

3.3 If remuneration is agreed on a time and material basis, the following shall apply:

3.3.1 If daily rates have been agreed, a working day of eight (8) hours shall be taken as the basis.

3.3.2 In the case of invoicing by the hour, the Supplier must invoice to the minute.

3.3.3 The Supplier is obliged to record the activities in detail in a suitable form.

3.4 As far as the reimbursement of travel expenses has been explicitly agreed, the following framework conditions apply to travel expenses:

Flight:	Economy Class
Railroad:	2nd class
Rental car:	Golf class
Mileage allowance:	EUR 0.30 / km
Hotel incl. additional costs:	maximum ***
Public transportation, parking fees:	at cost

Further costs will not be reimbursed.

3.5 The Supplier shall send invoices by e-mail to the e-mail address buchhaltung@neura-electronics.com The Supplier shall always indicate on invoices the order number which the Supplier received from NEURA when placing the order. In case of invoicing on a time and material basis, a list of activities, stating the role of the person performing the activity, the time period and a meaningful description of the activity shall be attached to the invoice.

3.6 Payments by NEURA shall be made within 30 calendar days after complete performance - including any agreed acceptance – and receipt of an invoice in accordance with section 3.5. If NEURA makes payments within 14 calendar days, NEURA shall receive a 3 % discount on the net amount of the invoice.

3.7 In the case of bank transfers, payments are deemed to have been made on time if the transfer order is received by the bank before expiry of the payment deadline. NEURA is not responsible for delays caused by the banks involved in the payment process.

3.8 The statutory provisions shall apply to default of payment. Section 353 sentence 1 of the German Commercial Code [HGB] does not apply.

3.9 NEURA is entitled to set-off and retention rights as well as the defense of non-performance of the contract to the extent provided by law. NEURA is in particular entitled to withhold due payments as long as NEURA is still entitled to claims against the Supplier based on incomplete or deficient performance.

3.10 Payments made do not constitute recognition of Contract Products as being in accordance with the contract.

4. Dates and Deadlines, Delayed Payments

4.1 Agreed dates and deadlines for the delivery of Goods or the provision of Services are binding. The timeliness of deliveries depends on the receipt of the Goods at the respective destination (cf. section 19.1), the timeliness of Services depends on the complete and contractual fulfillment of the Services.

4.2 If the Supplier is unable to meet agreed dates or deadlines, it shall inform NEURA without undue delay, stating the reasons and the expected duration of the delay.

4.3 If the Supplier is in default with the performance of a Contract Product, it shall owe NEURA – without prejudice to other rights – a contractual penalty of 0.3 percent of the net remuneration for the contractual service concerned for each working day of default. The claim for contractual penalty is limited to a total of 10 percent of the net remuneration for the Contract Products concerned. The contractual penalty shall be offset against any additional damages caused by default. NEURA reserves the right to assert further claims for damages in addition to the contractual penalty.

4.4 NEURA shall be entitled to rights of rescission and termination in the event of default in accordance with the statutory provisions.

5. Modifications of Contract Products

5.1 NEURA may request the Supplier to make changes to the Contract Products at any time, provided that the changes are reasonable for the Supplier.

5.2 The Supplier shall examine NEURA's requests for changes for their possible consequences, in particular on the remuneration and the quality of the Contract Products, and shall inform NEURA of the result in written form [*Textform*] as early as possible, but at the latest within five (5) working days after receipt of the request for the modification. In particular, the Supplier shall inform NEURA of the effects on the quality of the Contract Products, the remuneration and the performance periods/dates and of any objections to the change.

5.3 If the Parties cannot agree on the amount of possible additional or reduced costs and/or a postponement of performance periods/dates, NEURA may request the Supplier to submit a calculation of the additional work or additional or reduced expenses in written form [*Textform*] before deciding on the implementation of the change. NEURA shall inform the Supplier of its decision to implement the change. Changes to the Contract Products shall only become effective and may only be carried out by the Supplier if NEURA has approved the changes in written form [*Textform*].

6. Acceptance, Acceptance Test

6.1 As far as a Contract Product is a Contract Product eligible for acceptance, the Supplier shall notify NEURA of the completion of the Contract Product in written form [*Textform*], make it available for acceptance and agree on an acceptance date with NEURA.

6.2 If no binding acceptance date has been agreed, acceptance shall take place within two (2) weeks after NEURA has received the Supplier's notification of completion.

6.3 If the inspection of the contractual services requires commissioning or commissioning for test purposes ("**acceptance test**") or if an acceptance test has been agreed, acceptance shall only take place after successful completion of the acceptance tests.

6.4 Acceptance takes place formally with a protocol. Implied acceptance is explicitly excluded.

6.5 The above provisions of this section 6 shall apply accordingly to partial acceptances. If partial acceptances have been agreed, they shall be subject to final acceptance. If partial acceptances have taken place, the Supplier shall notify NEURA in writing of the final completion of the contractual services and request the final acceptance.

7. Warranty

7.1 The statutory provisions shall apply to NEURA's warranty rights, unless otherwise provided for in these GTCP.

7.2 The Supplier warrants to NEURA that the Contract Products (i) comply with the contractually agreed quality – unless specific quality criteria have been agreed, at least of merchantable quality, (ii) are free from defects and marketable without limitation (in particular with regard to materials, design and workmanship), (iii) are free from third party rights, (iv) do not violate any laws by the contractual performance, and (v) are suitable and sufficient for the purposes intended in the order. In any case, those product and service descriptions which are the subject matter of the respective contract by designation or reference in an order or which have been included in the contract in the same way as these GTCP shall be deemed to be an agreement on quality. It is irrelevant whether the product description originates from NEURA, from the Supplier or from a third party.

7.3 NEURA has the right to choose the type of subsequent performance [*Nacherfüllung*]. The Supplier's right to refuse subsequent performance under the statutory conditions remains unaffected.

7.4 Subsequent performance shall be effected within five (5) working days of notification of the defect, unless a longer period for subsequent performance is mandatory in the individual case ("**Subsequent Performance Period**").

7.5 If a Contract Product (Goods or Service) has been installed or attached in/to an item according to its nature and intended use, subsequent performance shall also include the removal of the defective contractual performance and its reinstallation. NEURA's claim for reimbursement of corresponding expenses remains unaffected.

7.6 If the Supplier does not comply with its obligation of subsequent performance within the Subsequent Performance Period, NEURA may remedy the defect itself or have it remedied by a third party and claim compensation from the Supplier for the expenses necessary for this purpose. NEURA may demand a reasonable advance payment from the Supplier for the expenses necessary to remedy the defect.

7.7 NEURA shall also be entitled to the rights under section 7.6 before expiry of the Subsequent Performance Period if subsequent performance by the Supplier has failed or is unreasonable for NEURA, in particular due to particular urgency, to maintain operational safety or due to imminent occurrence of disproportionate damage. NEURA shall inform the Supplier of such circumstances without undue delay, if possible.

7.8 In case of subsequent delivery (subsequent performance by delivery of goods free of defects), the Supplier shall, upon NEURA's request, collect the defective Goods or have them collected from NEURA within five (5) working days. If this period expires without success, NEURA shall be entitled to return the defective Goods to the Supplier at the Supplier's expense.

8. Liability, Indemnification

- 8.1 The Supplier's liability shall be governed by the statutory provisions.
- 8.2 The Supplier shall indemnify NEURA against all claims asserted against NEURA by third parties based on a culpable breach of duty by the Supplier. The indemnification shall be granted upon first request [*auf erstes Anfordern*]. The Supplier shall reimburse NEURA for all measured expenses in connection with a claim under this section 8.2 (in particular court costs, lawyer's fees, other consulting or expert costs).

9. Statute of Limitation

- 9.1 The statutory provisions shall apply to the limitation of claims, unless otherwise specified below.
- 9.2 Notwithstanding Section 438 para. 1 no. 3 and Section 634a para. 1 no. 1 of the German Civil Code [BGB], the general limitation period for claims for defects is three (3) years from the transfer of risk ("**Warranty Period**"). This limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for third-party claims in rem (Section 438 para. 1 no. 1 of the German Civil Code [BGB]) shall remain unaffected.
- 9.3 The Warranty Period begins anew for:
- 9.3.1 A subsequent delivery of Goods after delivery.
 - 9.3.2 A newly manufactured work from acceptance.
 - 9.3.3 Components replaced as part of the rectification of a defect (rectification) from completion of the rectification.

10. Provided Material

- 10.1 The following provisions shall apply to materials such as raw materials, tools and other aids which NEURA makes available to the Supplier within the scope of the contract for the performance of the contractual services ("**Provided Material**"):
- 10.2 The Provided Material shall remain the property of NEURA.
- 10.3 The Supplier shall mark the Provided Material as NEURA's property, store it carefully, insure it to a reasonable extent against damage of any kind and use them only for the purpose of performing the contractual obligations vis-à-vis NEURA.
- 10.4 Unless otherwise agreed, the Supplier shall bear any costs of maintaining the Provided Material. This applies in particular to costs that are attributable to improper use of the Provided Material by the Supplier.
- 10.5 The Supplier shall inform NEURA immediately of any damage to the Provide Material which is not merely insignificant. Upon NEURA's request, the Supplier is obliged to return the Provided Material to NEURA in proper condition if it is no longer required by the Supplier for the performance of the contract.
- 10.6 Any processing, transformation, mixing or combination of Provided Material by the Supplier shall always be carried out for NEURA. If Provided Material is processed, combined or mixed with other items not belonging to NEURA, NEURA shall acquire co-ownership of the resulting item in the ratio of the value of the Provided Material (final invoice amount (gross)) to the other processed, combined or mixed items. In all other respects, the same shall apply to the item created by processing, mixing or combining as to the Provided Material.

11. Rights of Use and Third Party Intellectual Property Rights

- 11.1 The Parties agree that NEURA shall be enabled to use the results of all services provided individually by the Supplier for NEURA ("**Work results**") in the most comprehensive manner. The rights to the Work Results shall pass to NEURA upon their creation.
- 11.2 As far as a transfer of the rights pursuant to section 11.1 is not possible, in particular in case of Work Results protected by copyright, the Supplier shall grant NEURA an irrevocable, exclusive, transferable right of use, unlimited in time, place and content, for all known and unknown types of use. The rights of use shall include, inter alia, the right of reproduction, the right of distribution, the right of exhibition, the right of performance and presentation, the right of making available to the public, the right of broadcasting, the right of reproduction by means of image and sound carriers, the right of reproduction of radio broadcasts and the right of making available to the public. The Supplier shall not retain the right to consent to the publication or utilization of an adaptation of the Work Results or the right to transfer these to image and sound carriers.
- 11.3 NEURA is entitled to modify and edit the Work Results in any conceivable way, to integrate them in part or in whole into other works and to change the work title, in the case of software, to reprogram it and translate it into other programming languages.
- 11.4 The Supplier shall grant NEURA the right to decide whether and when the work results are published and shall ensure that it is entitled and able to grant NEURA this right accordingly vis-à-vis employees and other representatives (collectively

"Representatives"). The Supplier shall further ensure that the Representatives, as far as possible, do not exercise the right to decide whether the work results contain a copyright attribution and which attribution is used, as well as the rights pursuant to Sections 12 and 25 of the German Copyright Act [UrhG].

- 11.5 If Work Results are accessible to a registered intellectual property right, the Supplier shall transfer the right to file an application to NEURA. Only NEURA is authorized to file such applications. The Supplier is not authorized to file applications for intellectual property rights in connection with the Work Results in its own name.
- 11.6 NEURA shall be entitled to assert claims in its own name out of court and/or in court in the event of infringement of the rights to the work results by third parties. The Supplier shall be obliged to provide NEURA with all documents and information necessary for the enforcement of the rights and to make the necessary declarations, including affidavits, if necessary.
- 11.7 The Supplier grants NEURA a non-exclusive right to use the delivered Goods, unlimited in time, content and place. This includes in particular the right to use the Goods and to allow third parties to use, resell, modify, process and/or integrate them into and/or combine them with other own products or products of third parties. In the case of works protected by copyright, the granting includes the rights described in sections 11.2 and 11.3 provided that the rights are granted on a non-exclusive basis. NEURA is entitled to transfer or sublicense the rights in whole or in part to third parties. To the extent NEURA combines the Goods with its own products or those of third parties, the Supplier does not thereby acquire any right of use in the newly created combination product and/or the products with which the Goods are combined.
- 11.8 The Supplier warrants that it is entitled and able to transfer the rights to the Work Results and the Goods in accordance with the above paragraphs and that it has acquired all necessary rights from the Representatives. If third parties claim that their rights have been infringed by the use of the Work Results or the Goods, the Supplier shall indemnify NEURA against such claims and reimburse NEURA for the costs of a reasonable legal defense. This shall also apply to any claims for remuneration of Representatives and in the event that claims are asserted against NEURA by sublicensees or third parties to whom the Supplier has assigned rights. Further statutory claims of NEURA due to defects of title of the Contract Products remain unaffected.
- 11.9 NEURA is permitted to transfer the rights to the Work Results and the Goods in whole or in part to third parties and to grant sublicenses.
- 11.10 The granting of rights under this section 11 shall be covered by the payment of the agreed remuneration and shall not be affected by the termination of the underlying contract or any other cooperation between the Parties.
- 11.11 As far as software is subject of the Work Results, the Supplier shall make the source code available to NEURA after completion of the development and at any time upon request. In the case of graphic services, this shall apply accordingly to the provision of open graphic files.

12. Use of Free and Open Source Software

- 12.1 The Contract Products may only contain free and open source software ("**OSS**") if NEURA has expressly agreed to this in writing. This applies to software contained in contractual services in any form, irrespective of whether the transfer is made as object and/or source code.
- 12.2 The term OSS includes any software that is generally available free of charge and that is subject to a license or other contractual arrangement ("**OSS License**") that includes at least one of the following conditions as a condition of use and/or adaptation and/or distribution and/or making available to the public of the software and/or any other software related to or derived from it ("**OSS Derivatives**"):
 - 12.2.1 the source code of the OSS and/or an OSS Derivative must be made freely accessible to third parties;
 - 12.2.2 third parties must be permitted to use the OSS and/or create derivative products of the OSS and/or an OSS Derivative;
 - 12.2.3 third parties must be provided with the necessary authorization keys for the installation of the OSS; or
 - 12.2.4 certain instructions or certain documents, such as a license text, must be included in the associated product documentation and/or other materials supplied with the product.
- 12.3 If the Supplier requests NEURA's consent to the use of OSS, it must provide NEURA with the following information in text form:
 - 12.3.1 Exact name of the OSS, including the version;
 - 12.3.2 the applicable OSS License with version and full text;
 - 12.3.3 the source of the OSS (e.g. download with details of the relevant website);

- 12.3.4 presentation of the technical reasons for the use of the OSS (e.g. quality, security, maintainability, documentation, community), whereby no technical suitability test is carried out, but the Supplier remains responsible for this;
- 12.3.5 in the case of multiple OSS Licenses, the result of the Supplier's check of the legal compatibility of the licenses with each other.
- 12.4 NEURA decides on the use of OSS at its own discretion.
- 12.5 Upon completion of the contractual performance, the Supplier shall provide a list of the OSS used, which shall contain the information specified in section 12.3 contains.
- 12.6 The Supplier shall fulfill all obligations arising from the use of OSS.
- 12.7 The Supplier shall design and structure its Contract Products and the software architecture in compliance with the contractual requirements in such a way that the software is not impaired by the OSS or OSS Derivatives used, in particular not by the so-called "copyleft" or "viral" effects, according to which an OSS Derivative or software otherwise associated with the OSS must be placed under the OSS License of the original OSS.
- 12.8 If the Supplier uses different OSS, it shall take appropriate measures to ensure the legal compatibility of the OSS licenses, including together with other software to be developed or used, for example by designing and structuring the software accordingly.
- 12.9 The Supplier shall continuously check whether the approved OSS is used internally in accordance with the respective OSS License, the specifications of NEURA and the agreed contractual provisions. In particular, the Supplier shall regularly check whether
 - 12.9.1 the OSS has been published under a new or modified OSS License;
 - 12.9.2 the OSS is used in the Contract Products in accordance with the OSS License;
 - 12.9.3 the OSS is included in Contract Products as a whole, unless the use of only parts of the OSS is permitted under the respective OSS License;
 - 12.9.4 corrections, patches or new versions are available for the OSS.
- 12.10 All changes to an OSS released by NEURA require the prior written consent of NEURA.

13. Force Majeure

- 13.1 Extraordinary events and circumstances originating beyond the control of a party and which are neither foreseeable nor avoidable, including but not limited to governmental orders in connection with epidemics or pandemics, extreme weather conditions, fire, floods, war, riots, labor disputes and strikes ("**Force Majeure Event**"), shall release the party affected by a Force Majeure Event from its obligations under the Contract for the duration and to the extent of the effects of the Force Majeure Event.
- 13.2 The Party invoking a Force Majeure Event shall notify the other party immediately after becoming aware of the Force Majeure Event at least in written form [*Textform*] and provide information about the Force Majeure Event, its expected duration and the extent of the effects of the Force Majeure Event. Each party shall make all reasonable efforts to avoid or remedy a Force Majeure Event and to resume performance of its affected obligations as soon as possible.

14. Confidentiality, Reference

- 14.1 The Supplier is obliged to treat NEURA's confidential information as strictly confidential in accordance with the following provisions.
- 14.2 "**Confidential Information**" means all information in any form or on any medium which is disclosed to the Supplier by NEURA at any time or of which the Supplier otherwise becomes aware in the course of the business relationship between the Parties, irrespective of whether the disclosure is made before or after the conclusion of a contract, directly or indirectly, in writing orally or by examination or inspection of objects and irrespective of whether they are subject to an intellectual property right, provided that (i) they have a commercial value, (ii) NEURA has a legitimate interest in their confidentiality and (iii) they are either reasonably marked as confidential by NEURA or NEURA's legitimate interest in confidentiality arises either from the nature of the information or the nature of the disclosure.
- 14.3 Information shall not be considered Confidential Information and shall not be subject to confidentiality under this section 14 if and to the extent that the Supplier proves that (i) the information is generally known or readily accessible to persons in the circles that usually deal with this type of information, (ii) the information was already known to the Supplier at the time of disclosure by NEURA without breach of a confidentiality obligation (iii) NEURA has waived the protection of the information in writing, (iv) the information was obtained or created by the Supplier itself without the Supplier using or referring to the

Confidential Information, (v) the Supplier has obtained the information by means other than through the business relationship with NEURA without the information being subject to a confidentiality obligation.

- 14.4 The Supplier shall (i) keep all Confidential Information strictly secret, treat it as strictly confidential and use it exclusively in connection with the business relationship with NEURA, (ii) disclose the Confidential Information only to such persons who are employed by or working for the Supplier and who rely on the knowledge of such information for the performance of the contract, provided that such persons are subject to confidentiality obligations equivalent to those set forth in this section 14, (iii) take reasonable measures to protect the Confidential Information and to prevent disclosure, unauthorized access to and unauthorized use of the Confidential Information; without limiting the foregoing, the Supplier shall take at least such measures as it takes to protect its own confidential information of a similar nature, but no less than generally reasonable measures to exercise due care in the course of business.
- 14.5 If the Supplier is legally, judicially or officially obliged to disclose Confidential Information, it may only disclose the Confidential Information to which the obligation relates. In this case, the Supplier shall inform NEURA about the disclosure as soon as and to the extent permitted by law.
- 14.6 The Supplier shall return Confidential Information to NEURA upon request, but at the latest after fulfillment of the contractual services without being requested to do so. All files or other types of storage shall be permanently deleted with the proviso that copies required for documentation purposes and information on the regular data backup are not covered by this. These shall continue to be subject to confidentiality.
- 14.7 The obligation to maintain confidentiality shall apply for an unlimited period of time. It shall end in any case with regard to information if this information is no longer confidential without there being a breach a contractual obligation or any other breach of the law.
- 14.8 Without NEURA's prior consent in written form [*Textform*], the Supplier shall not be entitled to cite NEURA as a reference - in particular on the internet, in printed marketing materials, at trade fairs and congresses or in presentations or pitches.

15. Amendments/Additions to the Contract, Form, Assignability

- 15.1 Amendments and supplements as well as the termination of the contract require a separate agreement between the parties in writing after conclusion of the contract. This also applies to an amendment to this section 15.1.
- 15.2 All agreements, declarations or other notifications that require a strict written form in accordance with these GTCP may, in addition to compliance with the written form requirement in accordance with section 126 of the German Civil Code [BGB], also be made by sending (also by e-mail) a physically or digitally signed document as a PDF or by signing the document in question using digital signature software commonly used in Germany (e.g. *DocuSign* or *Adobe Sign*).
- 15.3 The Supplier shall not be entitled to transfer and/or assign rights and obligations under the contract to third parties without NEURA's prior written consent. This prohibition of assignment shall not apply to monetary claims.

16. Applicable Law, Place of Jurisdiction, Arbitration

- 16.1 The law of the Federal Republic of Germany shall apply exclusively, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods, and to the exclusion of private international law.
- 16.2 The exclusive place of jurisdiction for all disputes arising directly or indirectly from or in connection with the contract is Stuttgart.
- 16.3 If the Supplier has its registered office outside the EU, the following shall apply instead of section 16.2. All disputes arising out of or in connection with the contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The arbitration tribunal shall consist of three (3) arbitrators. The place of arbitration shall be Stuttgart. The language of the proceedings shall be English. All documents and other evidence may be submitted in English translation or in German if the original documents are written in German.

17. Severability

Should any provision of these GTCP be or become void, invalid or unenforceable in whole or in part, or should a necessary provision not be included, the validity and enforceability of all other provisions of these GTCP shall not be affected. The invalid, ineffective or unenforceable provision or the loophole shall be replaced by a legally permissible provision that corresponds as closely as possible to what the parties intended or would have agreed in accordance with the meaning and purpose of these GTCP if they had recognized the ineffectiveness or loophole. Section 139 of the German Civil Code [BGB] shall not apply.

B. SPECIAL PROVISIONS FOR DELIVERIES

18. General Requirements for Goods

- 18.1 The Supplier shall ensure and warrant that the Goods (i) comply with the contractually agreed quality (ii) are marketable without restriction (in particular with regard to materials, construction and processing), (iii) are free from third-party rights, and (iv) are suitable and sufficient for the purposes intended in the order.
- 18.2 The Supplier must ensure that the Goods meet at least all relevant requirements for placing on the market in the European Union and in the European Economic Area. The Supplier shall prove the conformity of the Goods at its own expense by means of suitable evidence, in particular certificates or expert opinions from qualified experts.
- 18.3 The Supplier shall inform NEURA of any authorization requirements for (re-)exports of the Goods in accordance with German and European export and customs regulations, the export and customs regulations of the EEA and the country of origin of the Goods. It shall inform NEURA in writing of all foreign trade data concerning the Goods and their components in due time before delivery of the Goods.

19. Delivery, Transfer of Risk, Retention of Title

- 19.1 The delivery of Goods shall be made DDP (*Delivered Duty Paid*, Incoterms 2020) to the destination specified in NEURA's order. If the place of destination is not indicated, the Supplier shall ask NEURA for the place of destination in due time. The respective place of destination shall also be the place of performance for the delivery and any subsequent performance (debt to be discharged at creditor's domicile).
- 19.2 Each delivery shall be accompanied by a delivery bill stating the date (date of issue and dispatch), the contents of the delivery (article number and quantity) and the order number received by the Supplier from NEURA when placing the order. If the delivery bill is missing or does not contain the aforementioned information, NEURA shall not be responsible for any resulting delays in the processing and payment of a delivery. A dispatch note with the same content shall be sent to NEURA separately from the delivery bill.
- 19.3 In the case of hardware and software products, the Supplier shall provide NEURA with complete (system and user) documentation.
- 19.4 The Supplier shall not be entitled to make partial deliveries and/or advance deliveries without NEURA's express consent. Higher costs caused by partial deliveries and/or advance deliveries shall in any case be borne by the Supplier.
- 19.5 The risk of accidental loss and accidental deterioration of the delivered Goods shall pass to NEURA upon handover at the place of performance. If acceptance has been agreed, this shall be decisive for the passing of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall apply accordingly.
- 19.6 The Supplier shall transfer title to the Goods to NEURA unconditionally and without regard to the payment of the purchase price. However, if NEURA accepts in individual cases an offer of the Supplier for transfer of title conditional upon payment of the purchase price, the Supplier's retention of title shall expire at the latest upon payment of the purchase price for the delivered Goods [*einfacher Eigentumsvorbehalt*]. NEURA remains authorized to further process and sell the contractual products in the ordinary course of business even before payment of the purchase price. This excludes all other forms of retention of title, in particular the extended, expanded and transferred retention of title.

20. Obligation to Inspect and Give Notice of Defects

The statutory provisions on the duty to examine and give notice of defects (Sections 377, 381 of the German Commercial Code [*HGB*]) shall apply with the following proviso: NEURA's duty to examine is limited to defects which become apparent during the incoming goods inspection by external examination of the Goods including the delivery documents (e.g. transport damages, wrong and short deliveries) or which are recognizable during a quality control by random sampling. There shall be no duty to inspect if acceptance has been agreed between the Parties. NEURA's obligation to give notice of defects discovered later remains unaffected. Notwithstanding the duty to inspect, a complaint (notice of defects) by NEURA shall in any event be deemed prompt and timely if it is sent within seven (7) working days from delivery ("**Notice Period**"). In case of hidden defects, the Notice Period shall be calculated from the discovery of the defect.

21. Supplier Recourse

- 21.1 NEURA is entitled to the statutory claims for expenses and recourse within a supply chain (sections 445a, 445b, 478 of the German Civil Code [*BGB*]) without limitation in addition to the claims based on defects. This shall also apply if the defective Goods of the Supplier have been connected to another product (e.g. by assembly, connection or installation) or further processed by NEURA or another contractor.

- 21.2 NEURA shall notify the Supplier with a concise statement of the facts and request a written statement before NEURA acknowledges or fulfills a claim for defects asserted by its customers. If the Supplier does not provide a substantiated statement within a reasonable period of time and if no amicable solution is reached between the parties, the claim for defects actually granted by NEURA shall be deemed owed to the customer.

22. Product Liability, Insurance

- 22.1 The Supplier shall be responsible for all claims asserted by third parties for personal injury or damage to property which are attributable to defective Goods delivered by him. The Supplier is obliged to fully indemnify NEURA from any resulting liability towards third parties.
- 22.2 If NEURA is obliged by official order or for safety reasons to carry out a recall action vis-à-vis third parties due to a defect in Goods delivered by the Supplier, the Supplier shall reimburse NEURA for all costs associated with the recall action. NEURA shall inform the Supplier about the content and scope of recall measures – as far as possible and reasonable – and give the Supplier the opportunity to comment. Further statutory claims shall remain unaffected.
- 22.3 Until fulfillment of the contractual services and for the duration of subsequent warranty and product liability periods, the Supplier shall maintain a product liability insurance at its own expense with an appropriate sum insured, but at least with a sum insured of EUR 10 million for personal injury and EUR 5 million for property damage. The Supplier shall submit a copy of the liability policy to NEURA at any time upon request.

C. SPECIAL PROVISIONS FOR WORKS AND SERVICES

23. General Performance Obligations of the Supplier

- 23.1 The Supplier shall provide the Services (i) in accordance with the agreement between the Parties, (ii) on time, at the agreed place and free of defects, (iii) in compliance with the generally recognized rules and the current state of the relevant science and technology at the time of performance, (iv) in compliance with all applicable official and statutory rules and regulations, including safety and accident prevention regulations, and (v) in compliance with any safety regulations of NEURA.
- 23.2 The Supplier shall provide the Services in its own name and for its own account as an independent contractor. The Supplier is not authorized to legally represent NEURA.
- 23.3 When performing the Services, the Supplier shall take NEURA's interests into consideration. If the Supplier performs the Services on site at NEURA or a customer of NEURA, the Supplier shall perform the Services in such a way that the operational processes of NEURA or the customer are not disturbed as far as possible.
- 23.4 The Supplier shall deploy sufficiently qualified personnel for the provision of Services. NEURA may request the substitution of employees or agents of the Supplier if they do not meet the necessary requirements or if their performance does not meet the specified requirements. The Supplier shall bear the costs associated with the replacement, in particular the costs of familiarization and training.
- 23.5 The Supplier may only use third parties (subcontractors) for the provision of services after NEURA's consent in written form [*Textform*]. NEURA shall not unreasonably withhold its consent. Subcontractors and sub-suppliers shall act as representatives [*Erfüllungsgehilfen*] of the Supplier.
- 23.6 As far as special professional licenses and/or permits under public law are required for the provision of Services, the Supplier warrants that it or its employees are in possession of such licenses/permits.

24. No Right to Issue Instructions

- 24.1 The Supplier shall perform the ordered services on its own responsibility. NEURA has no authority to issue instructions to the Supplier. However, NEURA shall be entitled to issue technical and organizational instructions to the extent necessary to ensure the usability of the Supplier's services.
- 24.2 Even if the Services are provided on NEURA's premises, the Supplier alone shall be authorized to issue instructions to its employees. The Supplier's employees shall not be integrated into NEURA's business.

25. Minimum Wage, Posting of Employees

- 25.1 The Supplier assures to fulfill the obligations to grant working conditions according to the German Employee Posting Act [*AEntG*] and to pay the minimum wage according to the German Minimum Wage Act [*MiLoG*]. It shall ensure that these obligations are also complied with by its subcontractors and, in the case of temporary employment, by the hirers and the hirers of its subcontractors.

25.2 The following applies to the deployment of foreign employees: (i) the Supplier undertakes to transfer wages and salaries also to foreign employees at least monthly to salary accounts, (ii) the Supplier must ensure that foreign employees are proficient in German, (iii) if foreign employees from countries that are not members of the European Union are deployed, the Supplier must present NEURA with a valid work permit for this purpose before the start of the service by the employee concerned.

26. Termination

26.1 The statutory provisions apply to the termination of a contract for work or services.

26.2 The contract must be terminated in writing.