

General Purchasing Conditions

The provisions of these General Purchasing Conditions ("GPC") apply to all contractual relationships between Syntax Systems GmbH & Co. KG, Höhnerweg 2-4, 69469 Weinheim ("SYNTAX") and their contractors (collectively "Parties" and individually "Party").

1. General

1.1 These GPC apply to all deliveries ("Deliveries") and services ("Services") provided by the contractor ("Contractor") to SYNTAX or the companies affiliated with SYNTAX under Section 15 AktG (German Stock Corporation Act). Agreements deviating from these GPC are only effective if expressly agreed in writing in accordance with Section 3 with reference to the regulation to be changed. These GPC apply in the version valid at the time of the order from SYNTAX or at least in the version last communicated to Contractor in text form as a framework agreement also for similar future contracts, without SYNTAX having to refer to them again in each individual case.

1.2 Deviating conditions on the part of Contractor or third parties do not apply, even if not expressly contradicted. The reference to letters containing or referring to the conditions of Contractor or a third party does not constitute consent to the validity of such conditions. The acceptance of Deliveries or Services or the making of payments are not to be interpreted as such consent.

2. Conclusion of Contract

2.1 Contractor must submit his offer in accordance with SYNTAX's request. Contractor must expressly point out any deviations. The offer is free of charge and non-binding for SYNTAX.

2.2 A contract between SYNTAX and Contractor is concluded when (i) SYNTAX accepts the Services offered by Contractor by means of a declaration in writing or (ii) Contractor accepts the order from SYNTAX by means of a written order confirmation or provision of Services.

2.3 Contractor must confirm the order from SYNTAX in writing within a period of 14 calendar days or fulfill the order without reservation by sending the appropriate goods (acceptance).

2.4 Delayed acceptance counts as a new offer and requires acceptance by SYNTAX.

2.5 Individual agreements made with the seller on a case-by-case basis (including side agreements, additions, and changes) always take precedence over these GPC. Subject to evidence to the contrary, a written agreement or written confirmation from SYNTAX is authoritative for the content of such agreements.

3. Written Form

Written declarations, in particular orders, contracts and order confirmations, can be effectively submitted by both Parties in text form (e-mail) or electronic form (e.g., via DocuSign).

4. Delivery Time and Delay in Delivery

4.1 The delivery time specified by SYNTAX is binding. If the delivery time is not specified in the order and has not been agreed otherwise, it is 14 calendar days from the conclusion of the contract. Contractor is obliged to inform SYNTAX immediately in writing if Contractor is – for whatever reason - unlikely to be able to meet the agreed delivery times.

4.2 If Contractor does not provide the service or not within the agreed delivery time or if he is in default, the rights of SYNTAX are determined in accordance with the statutory provisions. The regulations in paragraph 3 remain unaffected.

4.3 If Contractor is in default, SYNTAX can demand, in addition to statutory claims, lump-sum compensation for damage caused by default to the amount of 1% of the net price per complete calendar week, but not more than 5% of the net price of the delayed goods or service. SYNTAX reserves the right to provide evidence that greater damage has occurred. Contractor reserves the right to provide evidence that no or significantly less damage has occurred. Contractor supports Syntax free of charge in all activities to the extent required. In particular, Contractor provides Syntax with the necessary information, documents and other assistance and creates the spatial, technical, and other necessary prerequisites for the execution of the contract.

5. Service, Delivery, Transfer of Risk, Default in Acceptance

5.1 All Deliveries and Services must correspond to the state of the art applicable at the time the Delivery or the Service is provided.

5.2 Contractor is not entitled to have the Services owed by Contractor performed by third Parties (e.g., subcontractors) without the prior written consent of SYNTAX. If SYNTAX consents to the involvement of third Parties, Contractor must oblige and control the third parties to comply with the

requirements in Section 10. Contractor bears the procurement risk for his Services, unless otherwise agreed in individual cases (e.g., restriction on stock).

5.3 Unless a specific order quantity is specified, SYNTAX has no purchase obligation. Only the amount accepted is remunerated.

5.4 Delivery within Germany is "free domicile" to the location specified in the order. If the destination is not specified and nothing else has been agreed, delivery must be made to SYNTAX's registered office. The respective destination is also the place of performance for the Delivery and any subsequent performance (obligation to provide).

5.5 The Delivery must be accompanied by a delivery note stating the date (issue and dispatch), the content of the delivery (article number and quantity) and the order number. If the delivery note is missing or incomplete, SYNTAX is not responsible for any resulting delays in processing and payment.

5.6 The risk of accidental loss and/or accidental deterioration of the item is transferred to SYNTAX upon delivery at the place of performance. If an acceptance test has been agreed, this is decisive for the transfer of risk. The statutory provisions of the law on contracts for work and services ("Werkvertragsrecht") also apply in the event of an acceptance test. The risk of accidental loss and/or accidental deterioration of the item is also transferred to SYNTAX if SYNTAX is in default of acceptance ("Annahmeverzug").

5.7 The statutory provisions apply to the occurrence of default in acceptance. However, Contractor must also expressly offer its services to SYNTAX if a specific or definable calendar time has been agreed for an action or cooperation by SYNTAX (e.g., provision of material). If SYNTAX is in default of acceptance ("Annahmeverzug"), Contractor can demand reimbursement of his additional expenses in accordance with the statutory provisions (§ 304 BGB).

6. Prices and Payment Terms

6.1 All prices stated in the order are net values including statutory sales tax or value added tax, sales tax or comparable taxes. Any other taxes and / or fees that may arise are to be borne by Contractor.

6.2 Unless otherwise agreed in individual cases, the price includes all Services and ancillary services of Contractor (e.g., assembly) as well as all ancillary costs (e.g., proper packaging, transport costs including any transport and liability insurance).

6.3 Contractor undertakes to invoice Services within 6 (six) months after the provision of the service. If the billing is delayed, SYNTAX is entitled to a discount of 10% on the invoice amount. Invoices made more than 12 (twelve) months after the service has been provided are not permitted and SYNTAX is not obliged to pay. The agreed prices are due for payment within 60 calendar days of complete Delivery or provision of a Service (including any agreed acceptance test) and receipt of a proper, verifiable invoice. In the case of bank transfers, payment has been made on time if the transfer order from SYNTAX is received by SYNTAX before the payment deadline has expired.

6.4 For default in payment the statutory provisions apply.

6.5 SYNTAX is entitled to offset rights and rights of retention as well as the objection of the non-fulfilled contract to the legal extent. In particular, SYNTAX is entitled to withhold payments due as long as SYNTAX is still entitled to claims against Contractor for incomplete or defective Services.

6.6 Contractor has a right of off-setting or retention only for counterclaims that have been legally established or are undisputed.

6.7 In the event of chain transactions Contractor is obliged to notify SYNTAX in writing without delay.

7. Retention of Title

7.1 SYNTAX retains ownership of all items sent to Contractor. Contractor must return the documents to SYNTAX upon request. Contractor must destroy copies. This does not apply to documents that are subject to statutory retention requirements.

7.2 The transfer of ownership of the goods to SYNTAX must take place unconditionally and regardless of the payment of the price. If SYNTAX accepts an offer by Contractor for transfer of ownership conditional on the payment of the purchase price, Contractor's retention of title expires at the latest with the payment of the purchase price for the goods delivered. In the ordinary course of business, SYNTAX remains authorized to resell the

goods with advance assignment of the resulting claim even before the purchase price is paid (alternatively, application of the simple retention of title extended to the resale). All other forms of retention of title are excluded, in particular the extended, forwarded and extended retention of title for further processing.

8. Rights to Software and Output

- 8.1 In the case of a permanent transfer of standard software, Contractor grants SYNTAX non-exclusive, transferable, non-terminable and unlimited right to use the standard software.
- 8.2 In addition, the right for Syntax to use the standard software includes all authorizations to use the software as intended for business and commercial purposes, including in particular, but not limited to, the right to reproduce, edit and create backup copies.
- 8.3 If Contractor creates software individually for SYNTAX ("Individual Software"), Contractor grants SYNTAX the exclusive, sub-licensable and transferable right to use the software, unlimited in terms of content, time and space. This also applies to all known and unknown types of usage. Contractor guarantees that the individual software does not infringe any third party rights.
- 8.4 For all other work results that Contractor provides for SYNTAX within the contractual relationship, SYNTAX obtains exclusive, transferable and sublicensable rights of use which are unlimited in terms of content, time and space.
- 8.5 A temporary software transfer includes software maintenance, so that SYNTAX will not be charged any separate costs.

9. Defective & Improper Delivery / Poor Performance

- 9.1 The statutory provisions apply to the rights of SYNTAX in the event of material and legal defects in the Deliveries and / or Services (including incorrect and short Deliveries as well as inadequate assembly, operating or operating instructions) and in the event of other breaches of duty by Contractor, unless otherwise specified below.
- 9.2 Contractor is in particular liable for ensuring that the Delivery and / or Service has the agreed quality upon transfer of risk. The product descriptions and the designations and references in the order are deemed to be the agreed quality. Irrespective of whether the product descriptions originate from SYNTAX, from Contractor or from a third party.
- 9.3 When the contract is concluded, SYNTAX is not obliged to examine the goods or to make specific inquiries about any defects. In some cases deviating from Section 442, Paragraph 1, Sentence 2 of the German Civil Code, SYNTAX is entitled to unlimited claims for defects even if SYNTAX did not know about the defect at the time the contract was concluded due to gross negligence.
- 9.4 The statutory provisions (§§ 377, 381 HGB) apply to the commercial inspection and complaint obligation with the following stipulation: SYNTAX's duty to inspect is limited to defects that become apparent during an incoming goods inspection including the delivery papers (e.g., transport damage, wrong delivery, and short delivery) or are recognizable during quality controls in the random sampling procedure. If an acceptance test has been agreed, there is no obligation to examine. In addition, it depends on the extent to which an investigation is feasible in the normal course of business, taking into account the circumstances of the individual case. SYNTAX's obligation to report defects discovered at a later point remains unaffected. Without prejudice to the obligation to inspect, the complaint (notification of defects) is deemed to be prompt and timely if it is sent within 14 calendar days of discovery, in the case of obvious defects within 14 calendar days of delivery.
- 9.5 Subsequent performance also includes the removal of the defective goods and their reinstallation, provided that the goods were built into another item or attached to another item in accordance with their type and intended use. SYNTAX's statutory right to reimbursement of corresponding expenses remains unaffected. Contractor bears the expenses necessary for the purpose of testing and subsequent performance even in the event that no defect is determined. SYNTAX's liability for damages in the event of an unjustified request to remedy defects remains unaffected; in this respect, SYNTAX is only liable if SYNTAX recognized or negligently failed to recognize that there was no defect.
- 9.6 If Contractor does not meet his obligation to supplementary performance within a reasonable period set by SYNTAX, SYNTAX can remedy the defect itself and demand reimbursement of the necessary expenses from Contractor. SYNTAX has the right to choose the type of elimination of the defect (repair or replacement). If the subsequent performance by Contractor has failed or is unreasonable for SYNTAX (e.g., due to particular

urgency, threat to operational safety or the threat of disproportionate damage), no deadline is required. SYNTAX will inform Contractor immediately of the existence of such circumstances.

- 9.7 In the case of non-working Services ("Dienstleistungen"), SYNTAX grants Contractor two attempts at improvement.
- 9.8 In addition, in the event of a material or legal defect, SYNTAX is entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, SYNTAX is entitled to compensation for damages and expenses in accordance with the statutory provisions.
- 9.9 If Contractor rents an item to SYNTAX, SYNTAX can reduce the regular remuneration in the event of material or legal defects in the rental item (§§ 536, 536a BGB). In the event of any defects, SYNTAX is entitled to rectify them itself, provided that Contractor is in default with rectifying the defect. Claims for damages remain unaffected.

10. Compliance with Laws

- 10.1 Contractor is obliged to comply with the relevant statutory provisions in connection with the contractual relationship.
- 10.2 In particular, Contractor will:
 - observe the Syntax Code of Conduct;
 - ensure that the products delivered by Contractor meet all relevant requirements for placing on the market in the European Union and in the European Economic Area. Upon request, he has to prove the conformity to SYNTAX by submitting suitable documents;
 - comply with anti-corruption and money laundering laws and comply with obligations under labor and environmental protection law. The supplier will comply with the provisions of the Minimum Wage Act (MiLoG) and comply with its statutory documentation obligations;
 - comply with the requirements of the GDPR;
 - take the necessary measures for Deliveries to Authorised Economic Operators (AEO).
- 10.3 SYNTAX can, at any time, request Contractor to provide evidence and documentation for compliance with the provisions of this section 10.
- 10.4 Section 267 of the German Civil Code (BGB) does not apply. If Contractor violates the MiLoG, then Contractor must inform SYNTAX immediately in writing. Contractor releases SYNTAX from any legal consequences.
- 10.5 Contractor will make reasonable efforts to ensure that Contractor's obligations contained in this section 10 are adhered to by his sub-suppliers.

11. Producer Liability, Insurance Coverage

- 11.1 If Contractor is responsible for product damage, SYNTAX must be exempted from third party claims insofar as the cause is within the control and organizational area of Contractor and Contractor is himself liable in the external relationship.
- 11.2 Contractor must take out liability insurance at Contractor's own expense, which adequately covers the risks of the delivery or service. The liability insurance must cover twice the annual turnover with SYNTAX, but at least EUR 500,000.00. At the request of SYNTAX, Contractor must provide evidence of the insurance cover.

12. Statute of Limitation

- 12.1 The mutual claims of the Parties become statute-barred in accordance with the statutory provisions, unless otherwise specified below.
- 12.2 In deviation from Section 438 (1) No. 3 BGB, the general limitation period for claims regarding defects is 3 years from the transfer of risk. If an acceptance test has been agreed, the statute of limitations begins with the acceptance. The 3-year limitation period applies accordingly to claims arising from defects of title, whereby the statutory limitation period for real claims for surrender by third Parties (Section 438 (1) No. 1 BGB) remains unaffected. In addition, claims based on defects of title do not become statute-barred as long as the third party can still assert the right against SYNTAX.
- 12.3 The statute of limitations of the sales law including the supplement mentioned in paragraph 2 apply to all contractual claims for defects. Insofar as SYNTAX is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) applies, unless the application of the limitation periods of the sales law in individual cases leads to a longer limitation period.

13. Confidentiality Clause, Reference

- 13.1 Contractor is obliged to keep all information that has been expressly marked as confidential and all contractual documents secret for up to 3 (three) years after the conclusion of the cooperation unless such information was previously publicly available.
- 13.2 Without the prior express consent of SYNTAX, Contractor is not permitted to use SYNTAX as a customer on the website, for advertising purposes, brochures, etc. by name or with the brand itself. SYNTAX can revoke a given consent at any time.

14. Liability

- 14.1 In accordance with Paragraph 2, Contractor guarantees that the products delivered by Contractor do not infringe any third party property rights in countries of the European Union or other countries in which Contractor manufactures the products or has them manufactured. Contractor is otherwise liable in accordance with the statutory provisions.
- 14.2 Contractor is obliged to exempt SYNTAX from all claims that third Parties make against SYNTAX due to the infringement of industrial property rights mentioned in Paragraph 1, and to reimburse SYNTAX for all necessary expenses in connection with this claim. This does not apply if Contractor can prove that Contractor is neither responsible for the infringement of property rights nor should have been aware of the infringement at the time of delivery if commercial diligence had been exercised.
- 14.3 SYNTAX has unlimited liability for intent and gross negligence. Liability for slight negligence is limited to the violation of cardinal obligations. If SYNTAX assumes guarantees for the goods that are the subject of the contract, SYNTAX shall be liable for this as well as for serious organizational fault.
- 14.4 Liability for simple negligence is limited to the typically foreseeable damage that results from the respective service provision of Contractor towards SYNTAX. Liability for slight negligence is limited to 1.5 million euros per case of damage. In the case of several cases of damage, liability is limited to 4 million euros.

15. Place of Jurisdiction, Place of Performance, Applicable Law

The place of performance for all Services of Contractor is the seat of SYNTAX. The place of jurisdiction is Weinheim. German law applies exclusively to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980.

As of July 2021