

Terms and Conditions of Purchase (T&C) of OILES Deutschland GmbH, Schorbachstraße 9, D-35510 Butzbach hereinafter called OILES

1. Application

- 1.1 These OILES Deutschland T&C (in the following: OILES) apply currently and in the future for all initiation, conclusion and fulfilment of our business relationship with a goods supplier or service provider. They also apply for all contracts concluded with us. Conflicting or deviating provisions from the supplier are excluded without exception and do not apply unless we have expressly provided written confirmation of individual conflicting or deviating provisions. This also applies when we do not object to provisions conflicting with or provisions deviating from this T&C or accept deliveries or services without reserve.
- 1.2 The current version of these GPC is available for download at <https://www.oilesglobal.com/eu/de>. In the case of cross-border business transactions, these GPC shall be included in the entire legal relationship with the Supplier as an integral part of the contract by being sent to the Supplier.
- 1.3 The T&Cs also apply directly in business transactions between the supplier and companies affiliated with OILES, insofar as in contracts with other foreign OILES companies no deviating provisions are stated.

2. Policy for the Delivery of Products

- 2.1 OILES is a globally operating manufacturer of security and functionrelevant industrial products (hereinafter: "products"). The duty to avoid faults vis-à-vis our customers and third parties imposed by law and contractual duty in our supply chain therefore also binds every one of our suppliers or service provider.
- 2.2 The guidelines of the DIN EN ISO 9000 ff as harmonised European standard (EN standard), for the automobile industry IATF 16949, are as general standards always a component of the legal relationship with application to the entire supply chain between OILES and the supplier. The detailed requirements are regulated in a quality assurance agreement (QSV) provided in Clause 4.2 of these T&Cs. The supplier shall also apply the current versions of internationally acknowledged guidelines such as APQP, PPAP, PPF processes in accordance with VDA 2 as customary for the industry at its own responsibility.
- 2.3 The guidelines in the co-applicable or customary definitions used in the industry (e.g., DIN EN ISO 9000) always have priority over any other interpretation. Definitions in these T&C have priority.

3. Rule for the Supplied Object, Contractually Agreed Characteristic, Modifications to Products

- 3.1 The supplier cooperates at its own responsibility in the scope of the assessment of customer-specific products (for automobile products IATF 16949-4.3.2 will apply) in the ascertainment of the requirements for legally regulated product safety (IATF 16949-4.4.1.2) and products (agreed characteristics). The supplier cannot appeal with ignorance of the conditions of use and the safety relevance of the products he is to deliver (supplier's obligation to inform himself). He assesses the feasibility and the manufacturability of the product requirements that are as a rule provided in the specifications in compliance with IATF 16949-8.2.3.1.3 provided by OILES and determines all product features with OILES. The contractually agreed characteristic is ascertained through the initial inspection report for the sample (IIRFTS) or comparable documents, the verification of the processability, the verification of the ability of measurement equipment and systems and deviations documented in the parts history (clause 9 of these T&Cs).
- 3.2 With the issue of the completed IIRFTS or corresponding assessment documents (e.g., EMPB as per VDA 2 or through a part submission warrant (PSW)) that he signs or a corresponding fulfilment declaration the supplier assures that his deliveries and services can be released and approved by OILES as conforming to the contract and can be used for serial deliveries. Release from OILES is not approval of a legal transaction or acceptance by OILES. It does not release the supplier from his contractual duties to fulfil the contract in full.
- 3.3 The supplier shall retain the IIRFTS documents and any subsequent amendments for a period of at least 15 years on suitable data mediums. Storage on an external server (cloud computing) is only permitted with permission from OILES. The supplier guarantees the securing of access by OILES to the external server. This is to be provided to OILES upon request, particularly to defend against guarantee or product liability claims. The supplier does not have the right to refuse performance.
- 3.4 Any modification to the product, production process including all modification to the purchase process on the part of the supplier is to be reported to OILES and requires written permission from OILES. OILES can demand by modifications initiated by the supplier the provision of a new sample of the product at the cost of the supplier. Clause 3.1 shall correspondingly apply to assessing the impacts of all modifications.
- 3.5 The supplier shall render its deliveries and services itself. Any subcontracting of third parties requires the written permission of OILES and can affect the provision of a new sample at the expense of the supplier. The supplier shall prove the quality ability of the third party like its own. The supplier shall monitor the products acquired and purchased throughout the manufacturing process to ensure the prevention of faults in the supplier's products (verification) and in the further processing at OILES (validation). Services from subcontractors are services from a subcontractor as vicarious agent and therefore will always be deemed services from the supplier itself.
- 3.6 OILES has the right at any time to demand the modification of the supplied article or the production process, including test equipment and methods, that applies in the same scope as the duty to cooperate on the part of the supplier in accordance with Clause 3.1. Any subsequent additional or lower costs will be agreed. The supplier cannot make his cooperation dependent on the prior conclusion of an agreement regarding the costs.

3.7 If the supplier is a supplier specified by OILES as an end-customer of OILES (direct part supplier as per IATF 16949-8.4.1.3), its contractual relationship with the OILES customer is determining his product responsibility vis-à-vis OILES including its consequential sampling responsibility. This contract relationship unfolds a protective effect for OILES insofar as it influences the services of OILES towards its customers. The direct part supplier assumes the validation responsibility for its product and the implementation in the product manufactured by OILES. The direct supplier is to provide OILES with all information and documents that are required to guarantee fault prevention in the entire product and product safety through its technical competence for OILES. At the request of OILES or following the instructions of the end-customer (e.g., Volkswagen AG Formel Q-konkret clause 1.4) the direct supplier shall conclude an additional quality framework agreement, in which particularly the interfaces are determined and the subsequent measurement equipment and systems for a secure validation of the direct supplier's product. The relationship of the direct supplier to OILES applies as a contractual obligation as per § 311 no. 3 BGB.

3.8 If the OILES contract partner is an intermediary dealer commissioned by the manufacturer of a direct bought part, these T&C shall apply with the exception of the provisions that directly refer to the manufacture of the delivery items. The dealer is responsible for the fulfilment of the order information specified in OILES order as a manufacturer. The product-specific agreements between the dealer and the manufacturer of the direct bought parts are contracts with a protective effect for OILES. The relationship of the direct bought part supplier to OILES applies as a contractual obligation as per § 311 no. 3 BGB.

3.9 By mass-produced parts, standard or uniform products (e.g., screws, studs, sockets, washers etc.) the supplier shall ensure the quality and demonstrate his measures for production management within the process control and guarantee that these certain specifications as per the standards or guidelines are fulfilled. EN ISO 16426 is informally correspondingly applicable. At OILES request the supplier shall agree further tests to ensure the quality with OILES. Any agreed ppm rates do not entitle the supplier to defective deliveries that do not correspond to the rate. A ppm rate is merely a measure for the triggering of intervention measures.

4. Quality Management System

4.1 During the business relationship with OILES the supplier must maintain a certified effective quality management system (QMS) as per DIN EN ISO 9001 and IATF 16949 or comparable. If there is no certification, the supplier is to develop his QMS to a certifiable standard within a deadline set by OILES. The supplier is in no cases permitted to refer by a lack of quality ability to the pending certification or a waiver by OILES on the requirements of a qualified QMS. Independent of a certification, the organisation and performance duties as per DIN EN ISO 9001 and IATF 16949 are direct contractual duties for the supplier as per § 280 paragraph 1 BGB. OILES can demand the verification of a 100% outgoing goods test when the supplier does not maintain a proficient QMS. The supplier shall immediately report every expiry, restriction or the withdrawal of the certificate. The rights of OILES to perform its own audit and to demand measures for annual re-qualification hereby remains unaffected.

4.2 OILES can demand the conclusion of a quality assurance agreement at any time. In this, further requirements on the QMS as well as production and inspection processes also under consideration of specific OILES customer requirements (Customer Specific Requirements) are stipulated. The conclusion of a QAA is in this case a prerequisite for the delivery and services of the supplier.

5. Coordinators, Part History, Modification Management

5.1 OILES and the supplier generally nominate a coordinator responsible for each project. The coordinators are to decide all the processes following from the product realisation and unless otherwise agreed to document the requisite confirmations in accordance with VDA 2 (2012). The coordinators are process owners as per IATF 16949-5.1.1.3.

5.2 Unless otherwise agreed, each product or production process change - in particular the valid drawing and index status - shall be recorded by the coordinators in a parts history and mutually confirmed in writing. The parts history is the authoritative proof document for the last valid agreement status between OILES and the supplier. The parts history may only be maintained by persons previously designated for this task if no coordinator is named.

5.3 At the request of OILES the supplier is to disclose all documentation that it is to compile in the scope of the product realisation and to submit this to OILES. If there are imperative reasons to keep company secrets prevented from hand-over, OILES can demand the provision, inspection and analysis by a third-party subject to professional secrecy.

6. Traceability

6.1 The supplier shall ensure the traceability of the products it supplies including all products purchased for this purpose, materials (process technical products) and services relating to lots. It must be adequate to ensure the traceability in the further supply chain (IATF 16949-8.5.2.1). The labelling of the product is to be agreed with OILES in individual cases.

6.2 At the request of OILES the supplier is to provide the documentation compiled for this purpose to confirm the owed duty to OILES to ensure the traceability, particularly to safely determine the scope of defective products. The supplier shall provide OILES with an inspection log from the pre-supplier, such as standard test results corresponding to EN 10204-3.1 with every delivery. A refusal of performance on the part of the supplier is hereby excluded.

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7. Incoming Goods Inspection

7.1 The supplier shall inspect and document the delivery condition of its products according to the agreed characteristics. OILES therefore performs an incoming goods inspection (§ 377 HGB) initially only regarding the identity, volume and obvious transport damage. Defects will be immediately reported by OILES to the supplier in a proper business process. With the provision of an inspection certificate as per EN 10204-3.1 or 3.2 or with a corresponding value the obligation of OILES to inspect is restricted to the acceptance inspection. The supplier waives insofar the objection of insufficient or delayed complaints.

7.2 On product or production process reasons defects can as a rule first be discovered during further processing by OILES or further down the supply chain by a third party. The immediate notification hereby or on the grounds of OILES customer complaints regarding defects (hidden defects) is in accordance with the contract and punctual as per § 377 HGB. A complaint is also immediate when through inspections and investigations by OILES or a third party there is significant proof for the allocation of the cause ("root cause") of the defect to the supplier.

7.3 In all cases in Clause 7, the supplier waives the defence of a delay complaint. Legal claims on the part of OILES remain unaffected, particularly as per § 445a BGB.

8. Provided Tools, Manufacturing Equipment

8.1 Manufacturing equipment of all kinds, e.g., samples, drawings, models, tools, templates, software etc. with which the supplier is provided by OILES remain the exclusive property of OILES. They are to be clearly and indestructibly labelled as such. They are subject to the same conditions as tools and products acquired by the supplier. Manufacturing means provided by OILES may be protected company secrets that are subject to the confidentiality provisions of Clause 22.

8.2 Means of production that are acquired or manufactured by the supplier and that are paid for by OILES or are amortised through the parts price are with the acquisition or completion the property of OILES. The handing over of the means of production required for the transfer of ownership to OILES shall be replaced with the loaning of the production means and the associated retention duty of the supplier for OILES. After the end of the loaning relationship OILES has an unconditional right to a surrender. OILES can demand the conclusion of separate tool provision contracts.

8.3 The provided production means are to be securely stored free of charge by the supplier, separate from other property and protected against unauthorised access by third parties with the diligence of a prudent businessman. The supplier is liable to OILES for any damage to the production means or incurred through improper use. The maintenance and servicing costs as well as the operating costs including wear and tear parts shall be assumed by the supplier unless otherwise agreed.

8.4 The production means that are the property of OILES may only be used for fulfilling the contract with OILES. In the event of a breach, OILES has the right at any time to demand the surrender of the production means. A right to provide performance on the part of the supplier is excluded particularly to ensure the productivity of OILES.

8.5 The supplier shall immediately report third party access to the production equipment and shall undertake all measures also to defend against third party access in its own rights.

8.6 The supplier shall, unless otherwise agreed, ensure these objects to their new value in his company liability and fire insurance including extended damage through natural disasters. He shall instruct the insurer to exclusively issue insurance payments to OILES.

9. Environment, Hazardous Goods, Conflict Minerals

9.1 The supplier shall verify a certified environmental management system corresponding to ISO 14001 or comparable standard. The supplier shall immediately report any expiry, restriction or withdrawal of the certificate in writing. If the supplier does not maintain an environmental management system as per ISO 14001, it shall at OILES request guarantee that it shall permanently comply with all environmental regulations that concern its business. It shall inform OILES of any restriction of its operating licence that could influence products to be delivered to OILES. The supplier releases OILES from all liability for the breach of statutory regulations that apply to the supplier.

9.2 The supplier shall declare and document all substances and their compounds in accordance with the IMDS. No prohibited substances may be used. The ongoing monitoring of all applicable provisions is to be ensured by the supplier, for example via the "Global Automotive Declarable Substances List GADSL", www.gadsl.org, and to continuously inform OILES.

9.3 If OILES is on the grounds of domestic or foreign law or bound by contract to issue information on the sources of supply of materials or components used by suppliers, for example in accordance with the American Dodd Frank Act (Conflict Minerals), the supplier shall provide OILES with this information in full and without delay. Any right to refuse performance regarding possible sanctions on the grounds of a breach of such provisions is denied. The supplier shall be liable to OILES for any resulting damage, particularly then when OILES cannot fulfil its duties to provide information to third parties in the requested scope or punctually or suffers disadvantage through this on the grounds of the supplier's behaviour.

9.4 The supplier shall ensure that through its performance, acquisition sources (clause 3.1) or business relationships no national or international or other state restrictions or embargos are infringed. It exempts OILES from all damages or costs.

10. Logistics, Packaging

10.1 Deliveries occur according to delivery item based on logistic agreements

with the supplier. Integral component of these T&C is the "guideline for supplier partners".

10.2 A delivery shall only be deemed to be in conformity with the contract if it is accompanied by the agreed or legally required documents, including the customs documents for cross border traffic, in a complete, timely and correct manner or if it is transmitted to OILES by the Supplier.

10.3 Unless otherwise agreed, the supplier shall be responsible for packaging which is suitable for the product, and which protects the product during transport and further processing. All packaging must be environmentally friendly and suitable for proper disposal.

11. Deliveries, Delayed Delivery

11.1 Delivery times are stipulated in the order or call up orders or in the respective individual call ups. Delivery terms are binding with the receipt of the delivery schedule call up from OILES for the supplier. Noncompliance of agreed delivery dates or deadlines founds the delay of the supplier with the statutory delay consequences.

11.2 Irrespective of this the supplier is to inform OILES of any threatened delay and its measures to avoid the delay and to minimise the delay damage.

11.3 The supplier shall verify the organisation of emergency plans (IATF 16949-6.1.2.3) and the maintenance of its effectiveness in the event of delivery disruptions or an act of god (Clause 12 of these T&C). Inadequate emergency plans exclude the claim of an act of god on the part of the supplier.

11.4 On the grounds of the information provided by the supplier to OILES, OILES is entitled after expiry of a reasonable deadline set for the supplier to take all suitable measures to minimise damage including covering purchase. The supplier retains the right to prove cheaper measures.

12. Act of God

12.1 In the event of an act of god, particularly natural disasters, fire, riot, terror, measures from higher authorities, industrial disputes outside the tariff area of the supplier, including strikes and lockouts, or embargos the supplier is to inform OILES immediately. This also applies to threatened industrial disputes, including strikes and lockouts in the tariff area of the supplier. This kind of industrial dispute and shortage of raw materials or materials for example as a result of production abandonment of plastics do not apply as acts of god.

12.2 The contract partner affected by the act of god is released from its duty to provide performance for its duration, insofar as performance is affected by the act of god.

12.3 An act of god that does not represent a short term hinderance of performance, entitles OILES to withdraw in full or in part from an affected acceptance duty. This applies correspondingly when the occurrence of an act of god at OILES on the grounds of customer measures does not result in only a temporary significant reduction of the requirement.

12.4 Irrespective of this, the supplier is obliged to undertake all measures to ensure deliveries to OILES and to assist in the procurement of cover deliveries. With the permission of OILES the supplier has the right for the duration of the hinderance of performance as a result of an act of god to relocate production at its own cost or to procure the products to be delivered to OILES from a third-party supplier. OILES will not refuse permission or cooperation without a significant reason. OILES otherwise remains entitled to undertake all measures to defend against the consequences of an act of god at its own discretion.

12.5 § 206 BGB (Delay through an Act of God) shall not apply.

13. Payment

13.1 Payment is issued following delivery or service in accordance with the contract by the 25th of the following month with a 2% discount or after 90 days net via a credit note procedure, insofar as not otherwise agreed in the respective individual contract.

13.2 Payments shall first be issued following delivery or service complying with the contract and upon receipt of a correct and auditable invoice by the 25th of the following month. By an early delivery, the due date is in accordance with the agreed delivery date.

13.3 By a defective delivery OILES has the right to retain the payment in proportion to value until the correct fulfilment of the delivery or service. If and insofar as payments for defective deliveries or services have already been issued, OILES has the right to retain due payments from other delivery agreements up to the amount of the issued payment or to declare off-setting. Payments by OILES do not apply as acknowledgement for and no permission for defective deliveries or services. This does not affect any of OILES rights.

13.4 The supplier is not permitted without the prior permission by OILES, which may not be unreasonably refused, to transfer its accounts receivable against OILES or to allow a third party to collect these. By the existence of an extended retention of title, permission applies as given. If the supplier assigns his accounts receivable against OILES without permission to a third party, OILES can at its discretion pay the supplier or cessionary with discharging effect.

14. Liability for Material Defects

14.1 Any deviation from the characteristic agreed or to be accepted in accordance with the last status of the parts history (clause 5.2 of these T&Cs) particularly including the lack of faults in or the incompleteness of the documents is a material defect. OILES is entitled to the statutory claims to material defects including installation and disassembly costs and the reimbursement of third-party costs which are imposed on OILES in

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conjunction with the material defect or the breach of duty caused by the defect that do not fall under the duty to provide subsequent performance by the supplier, from a guarantee or independent advice.

processing is exclusively OILES. The supplier shall obtain the permission of OILES before any correspondence with the insurer.

14.2 If a subsequent delivery is impossible or cannot be performed within the reasonable deadline set by OILES, OILES has the right particularly for reasons of minimising damage or avoid production failures at OILES or OILES customers after notification of the supplier to compensate material defects at the cost of the supplier or through a third party, procure a replacement delivery from another supplier, to withdraw from the contract or to correspondingly reduce the supplier's payment. OILES' statutory claims hereby remain unaffected. In all cases of OILES self-help the supplier is obligated in the interest of freedom from defects to cooperate the performed rectification of defect or minimising these.

14.3 If OILES on the grounds of a material defect caused by the supplier is obligated to subsequent performance by a third party the supplier shall, irrelevant of other obligations in particular to avoid expenses and damage to OILES, support OILES in accordance with its instructions. It must provide OILES with all information, documents and products considered important by OILES and participate in the fault analysis, assessment, documentation and rectification of the defect. In the scope of the damage minimising obligation the rejection of performance on the part of the supplier is excluded.

14.4 If there is a third-party claim against OILES for a defect culpably caused by the supplier, the supplier shall refund OILES for a subsequent causal and verified costs beyond subsequent performance. Included are the costs for transport, instalment and disassembly and the costs asserted against OILES through the delivery chain from OILES' defect liability including the costs for recalls or defect-related customer service activities of OILES customers. The supplier has the right to the objection of a lack of culpability, co-fault, the co-fault of OILES and the objection of a lower causal claim to damages.

14.5 In addition to the claims due to material defects, OILES shall be entitled to the legally determined recourse claims within a supply chain (supplier recourse according to §§ 445a, 445b and 478 BGB) without limitation. OILES is entitled to demand exactly the type of supplementary performance (subsequent delivery or rectification) that OILES owes its customer in the individual case. The claims arising from supplier recourse shall also apply if the defective products have been further processed by OILES or another company (e.g. by incorporation into another product).

14.6 Claims for material defects shall become statute-barred 36 months after delivery to OILES, unless the law, in particular in the cases of §§ 478, 479 BGB, provides for longer periods. The statute of limitations shall be suspended upon receipt of OILES' request to the Supplier for subsequent performance, for a statement on the material defect complained of or upon the opening of an 8D report by the Supplier or an analysis procedure corresponding to the cause of the defect, without prejudice to the validity of the statutory provisions.

15. Product Liability

15.1 If OILES is sued by a third party for product liability dependent on fault in accordance with domestic or foreign law at whichever legal venue, the supplier shall release OILES from all claims and refund costs, insofar as damage and costs arise from the deliveries of services of the supplier and the supplier is responsible for these. The supplier shall provide OILES with all information and documents that OILES consider required or purposeful in particular to determine the cause of the defect, to minimise damage, for remedial actions and for lawsuits. The supplier shall assist OILES in defending against such claims. The supplier's right to refuse performance is particularly excluded for reasons of damage minimisation. The supplier reserves the right to appeal the joint liability of OILES and the appeal of lower causal costs.

15.2 In all cases the supplier is liable to OILES in the scope in which it would be legally liable itself as a manufacturer towards a third party. § 1 paragraph 3 of the German Product Liability Act shall not apply in regress between OILES and the supplier. For this, OILES and the supplier shall agree and exchange information. Settlements that are concluded with the customers by OILES and could disadvantage OILES or the supplier shall only be concluded upon consultation between OILES and the supplier.

16. Insurance

16.1 The supplier undertakes, irrespective of any further liability to conclude for the duration of the contract relationship to secure the legal and contract law liability risk under consideration of the risk potential of the delivery goods from products safety a business, product and environmental liability insurance and maintain this for the duration of the delivery relationship with a subsequent liability for at least three years afterwards. The coverage amount per insured event should amount to, unless otherwise agreed:

16.1.1 For the business liability insurance including extended product liability 5 million Euros lump sum for personal injury, property damage as well as consured economic loss from the extended product liability, particularly for inspection costs, advance costs, installation and deinstallation costs and individual part exchange.

16.1.2 For environmental liability and environmental damage liability at least a fixed 5 million Euros for personal injury, property damage and economic loss.

16.3 OILES has the right to maintain the insurance protection of the supplier to issue unpaid premiums to the insurer and assert these against the supplier. OILES also has the right to co-co-ensure the supplier in the scope of the own insurance at the cost of the supplier (insurance on third party account) or a co-insurance or to withdraw a co-insurance without the consent of the supplier. In the event of insurance on a third party account the insurance policy is to be issued to OILES. The leader for the claims

17. Protected Rights

17.1 With the contracting of the supplier it shall not be assigned any protective rights to which OILES is entitled or the use or exploitation of these. OILES may demand that protected rights from collective developments are transferred to OILES to the customary market conditions, insofar as these are not already paid for with the payments to the supplier.

17.2 Insofar as the supplier is entitled to any protective rights to the deliveries or services including know-how, OILES is to be granted unlimited, nonexclusive and worldwide with the right to sublicense to use and exploit the protected rights in relation to the purpose for which they are intended and for further use by OILES customers. Payment is included in the product price.

17.3 The supplier shall ensure that through its deliveries and services no third-party rights are infringed. If third party protected rights are infringed, the supplier shall be held responsible that through its agreement with the owner of the protected rights the use and exploitation by OILES is granted free of charge. Otherwise, the supplier shall modify its deliveries and services with the agreement of OILES in a manner that an infringement of third party protected rights is excluded.

17.4 If claims should be asserted against OILES on the grounds of an infringement of protected rights for which the supplier is responsible as a result of the use of the delivery or service, the supplier releases OILES from all claims and subsequent costs and shall reimburse OILES for the verifiably incurred costs. This does not apply if OILES is solely responsible for the infringement of protected rights. Otherwise, the supplier retains the appeal of the joint liability of OILES and the appeal of lower causal costs.

18. IT Security

18.1 The supplier shall maintain an information security management system based on DIN/ISO IEC 27001 in the respective applicable version and to organise this in a way that security-relevant occurrences are immediately recognised. It shall document every security-relevant occurrence (in particular hacker attacks, trojan horses, viruses, spying of domestic or international services or organisations) in its IT system and store this there for ten years. It shall immediately report to OILES under the exclusion of all rights to refuse performance of every internal or external security-relevant occurrence. Together OILES and the supplier shall analyse the possible impact of such events on the safeguarding of business secrets, the obligation to nondisclosure to third parties as well as on the security of information and shall decide on protective measures. If effective protective measures cannot be taken, OILES has the right to cease electronic business transactions with the supplier. The above also applies when the verification of IT security is demanded by OILES customers.

18.2 OILES has the right to audit the effectiveness of the IT security measures undertaken by the supplier or to have these audited by a third party obligated to nondisclosure. This provision also applies correspondingly by security-relevant events at OILES.

19. Code of behavior

19.1 ODG expects its suppliers to comply with the Code of Conduct within the framework of the contractual relationship, which contains guidelines on Corporate Social Responsibility. This Code of Conduct is available at <https://www.oilesglobal.com/eu/de>

20. Contract Term, Termination

20.1 OILES shall be entitled to terminate the supply relationship at any time without stating reasons by giving six (6) months' notice to the end of the month.

20.1.1 In the event of threatening or applied for insolvency of the supplier. The supplier is obliged to inform OILES immediately when insolvency is faced;

20.1.2 Despite a written warning the supplier insufficiently cooperates in the stipulation of the specifications for the delivery items or product realisation;

20.1.3 Upon expiry, restriction or revocation of the QMS certification;

20.1.4 By the unauthorised use of manufacturing means as per clause 8.1.

20.1.5 By repeated poor fulfilment of agreed deliveries or services despite warning;

20.1.6 By refusal of the supplier or a significant delay for which it is responsible to conclude a quality assurance agreement in accordance with Clause 4.2;

20.1.7 By withdrawal of the order by an OILES customer, also when OILES is responsible for the withdrawal. In this case OILES will refund the supplier for any completed or partially completed products as well as the costs for the materials that the supplier has purchased to fulfil the contract with OILES and cannot otherwise use. The supplier is to provide creditable proof that the materials cannot otherwise be used. OILES has the right to purchase the materials for the purchase price. Valuation measure is hereby § 255 I HGB;

20.1.8 By a significant change to shareholders' rights or the owner of the supplier's company (change of control), particularly by the sale of fixed assets or company shares to an OILES competitor if the change is unreasonable for OILES.

20.2 The right to extraordinary termination shall remain unaffected. In particular, OILES shall be entitled to terminate existing supply agreements in whole or in part without notice in the following cases:

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- 20.3 The termination of the contract relationship shall be in writing via registered letter.
- 20.4 The supplier undertakes to continue supplying OILES also following termination of the respective supply agreement to the agreed conditions until OILES has found a suitable alternative supplier. The supplier shall support OILES in this.
- 21. Place of performance, place of jurisdiction**
- 21.1 The place of performance for delivery and payment is the registered office of OILES.
- 21.2 The place of jurisdiction for legal actions of OILES against the supplier is, at the discretion of OILES, either the legal place of jurisdiction of OILES or the legal place of jurisdiction of the supplier. For actions of the supplier against OILES the place of jurisdiction is the legal place of jurisdiction of OILES.
- 22. Choice of Law**
- 22.1 The legal relationship between OILES and the Supplier shall be governed exclusively by German substantive and formal law, excluding the conflict of laws rules and the United Nations Convention of Contracts for the International Sale of Goods (CISG).
- 22.2 If claims are asserted against OILES and/or the supplier by third parties under foreign law at a foreign place of jurisdiction, they shall be entitled, notwithstanding the choice of law and place of jurisdiction determined in accordance with these AEB, to take all legal measures for the respective preservation of the law also in accordance with the law applicable at this foreign place of jurisdiction. For compensation and recourse claims resulting from such legal disputes, the exclusive application of German law shall remain at the place of jurisdiction pursuant to No. 21 of these AEB.
- 23. Confidentiality**
- 23.1 All information exchanged that the parties have received from the other party is confidential independent of their medial character, from the manner of imparting, documentation and storage. This includes all technical, financial and organisations information and business secrets as well as any other intellectual property of OILES. It may only be used by the recipient for the fulfilment of agreed business transactions and to fulfil contractual agreements, insofar as not otherwise expressly agreed in writing. OILES and the supplier shall only pass on the information to the extent that is required to fulfil the contract (need to know). The information may not be either directly or indirectly be used for own financial purposes, for other purposes or for the purposes of others. Prior to the conclusion of a supply agreement also general concluded nondisclosure agreements shall apply unless otherwise agreed, beyond the term of the supply agreement.

- 23.2 The parties shall obligate their employees and every third party that they use to fulfil the contract, independent of the contract situation between them, to a written agreement to nondisclosure also beyond the duration of the respective legal relationship.
- 23.3 A breach of the duties for IT security in accordance with Clause 19 is always a breach of confidentiality.
- 23.4 The obligation of nondisclosure does not apply to information that is known to the supplier directly or from sources accessible to the public or without a legal breach.
- 23.5 The obligation to nondisclosure does not apply insofar as a legal duty to disclosure in administrative, financial or court proceedings is concerned. It also does not apply to advisors that are subject to professional secrecy. In every case the imparting of information is to be restricted to the absolute minimum necessary.
- 23.6 In the event of a breach of confidentiality OILES has a claim to information against the supplier as to who, where, when and to which extent confidential information was imparted.
- 23.7 OILES and the supplier shall undertake all suitable preventive measures to avoid a breach of confidentiality through the illegal behaviour of a third party.
- 24 Written form**
- 24.1 Amendments, supplements, termination and cancellation of contracts must be in writing and shall only be effective with a legally valid signature.

Imprint

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