

General Terms and Conditions of Purchase of BUZIL-WERK WAGNER GmbH & Co. KG

exclusively for use in business transactions with entrepreneurs, legal entities under public law or special funds under public law.

1. General provisions

1.1 All orders placed by BUZIL-WERK Wagner GmbH & Co. KG – hereinafter referred to as BUZIL – are subject exclusively to these terms and conditions. Unless otherwise agreed, the terms and conditions of purchase in the version valid at the time of the order or, in any case, in the version last communicated to the supplier in text form shall also apply as a framework agreement for similar future contracts without BUZIL having to refer to them again in each individual case. The Terms and Conditions of Purchase apply in particular to contracts for the sale and/or delivery of movable goods ("goods"), regardless of whether the supplier manufactures the goods itself or purchases them from suppliers (§§ 433, 650 of the German Civil Code (BGB)). The supplier's terms and conditions in its general terms and conditions or order confirmation are hereby expressly rejected. Unconditional acceptance of order confirmations or deliveries does not constitute acceptance of such terms and conditions.

1.2 Individual agreements (e.g. framework supply contracts, quality assurance agreements) and information contained in BUZIL's order take precedence over the Terms and Conditions of Purchase. In case of doubt, trade clauses shall be interpreted in accordance with the Incoterms® published by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.

1.3 Legally relevant declarations and notifications by the supplier in relation to the contract (e.g. setting of deadlines, reminders, withdrawal) must be made in writing. Written form within the meaning of these Terms and Conditions of Purchase includes written and text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in cases of doubt as to the legitimacy of the declarant, remain unaffected.

1.4 References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these Terms and Conditions of Purchase.

2. Orders, delivery time and delay in delivery

2.1 Orders placed by BUZIL shall only be considered binding once they have been submitted or confirmed in writing. The supplier must notify BUZIL of any obvious errors (e.g. typing or calculation errors) and omissions in the order, including the order documents, for the purpose of correction or completion prior to acceptance; otherwise, the contract shall be deemed not to have been concluded. The supplier is required to confirm or reject the order from BUZIL in writing within a period of 2 working days or, in particular, to execute it without reservation by dispatching the goods (acceptance).

2.2 Delivery shall be made in accordance with the order or the subsequent instructions from BUZIL on the confirmed dates and within the agreed deadlines. The supplier shall notify BUZIL of any changes to the dates without delay.

2.3 In the case of delivery call-offs, these shall become binding if the supplier does not object within 2 working days of receipt of the delivery call-off. Working days are all days from Monday to Friday, with the exception of public holidays at BUZIL's registered office.

2.4 The delivery dates or deadlines specified in orders/delivery call-offs are always binding and refer to arrival at the place of performance.

2.5 The supplier must comply with the shipping instructions of BUZIL and the forwarding agent or carrier. The order and item numbers of BUZIL must be stated on all shipping documents, letters and invoices.

2.6 Delivery within Germany shall be "free domicile" to the location specified in the order. If the destination is not specified and nothing else has been agreed, delivery shall be made to BUZIL's place of business in Memmingen. The respective destination is also the place of performance for the delivery and any subsequent performance (obligation to deliver). The costs of transport, including packaging, insurance and all other ancillary costs, shall be borne by the supplier, unless expressly agreed otherwise.

2.7 If the supplier fails to perform or does not perform within the agreed delivery period or if it is in default, BUZIL may – in addition to further legal claims – demand lump-sum compensation for the damage caused by the delay amounting to 1% of the net price per completed calendar week, but not more than 5% of the net price of the goods delivered late. BUZIL reserves the right to prove that higher damages have been incurred. The supplier reserves the right to prove that no damages or only significantly lower damages have been incurred. The provision under 2.9 remains unaffected.

2.8 BUZIL shall be entitled to refuse to accept goods that are not delivered on the delivery date specified in the order and to return them at the supplier's expense and risk or to store them with third parties.

2.9 Further claims for damages are not excluded by these provisions.

3. Performance, delivery, transfer of risk, default of acceptance

3.1 The supplier is not entitled to have the service owed by him performed by third parties (e.g. subcontractors) without the prior written consent of BUZIL. The supplier bears the procurement risk for his services, unless otherwise agreed in individual cases (e.g. restriction to stock).

3.2 The risk of accidental loss and accidental deterioration of the goods shall only pass to BUZIL upon handover at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall apply accordingly in the event of acceptance. The handover or acceptance shall be deemed to have taken place if BUZIL is in default of acceptance.

3.3 The statutory provisions shall apply to the occurrence of default of acceptance by BUZIL. However, the supplier must expressly offer its services to BUZIL even if a specific or determinable calendar time has been agreed for an action or cooperation on the part of BUZIL (e.g. provision of material). If BUZIL is in default of acceptance, the supplier may demand compensation for its additional expenses in accordance with the statutory provisions (§304 of the German Civil Code (BGB)). If the contract relates to a non-fungible item to be manufactured by the supplier (custom-made product), the supplier shall only be entitled to further rights if BUZIL is obliged to cooperate and is responsible for the failure to cooperate.

4. Quality, shipping documents, acceptance and packaging

4.1 The supplier warrants that the goods comply with the specifications submitted, approved specifications, relevant standards, the state of the art and legal requirements. The supplier shall establish and maintain a quality and environmental management system that is appropriate in terms of type and scope, corresponds to the latest state of the art and is documented, and which at least meets the requirements of DIN EN-ISO 9001 and DIN EN-ISO 14001 during the term of the contract. The supplier shall assume full liability for the contractually agreed quality of the goods. Any changes to the subject matter of the contract, in particular to its specifications or changes to its manufacturing process, including changes to the ingredients, recipes, production materials, testing equipment and testing procedures, production facilities or production environment used, relocation of the production process to another manufacturing site, changes to or at

upstream suppliers or subcontractors, changes to the substances used, etc., require written approval by BUZIL and must be notified by the supplier immediately, at least 12 months in advance. If the supplier makes changes to the subject matter of the contract without the approval of BUZIL, BUZIL shall be entitled to terminate all affected orders without notice and, if necessary, to withdraw from the contract.

4.2 Unless otherwise agreed in individual cases, deliveries must be made in batches.

4.3 Products with a minimum shelf life may only be delivered with maximum remaining shelf life.

4.4 BUZIL reserves the right to inspect the goods for obvious and visible defects immediately upon receipt and only then to accept them. In the event of a complaint, the supplier may be charged for the costs of inspection and replacement delivery. For any type of defect, the complaint period is 14 days from the date of discovery. During the warranty period, the supplier waives the right to object to late notification of hidden defects.

4.5 BUZIL is entitled to refuse acceptance if defects or short quantities are already detected upon delivery.

4.6 All shipping documents and the outer packaging must state the order number, item description and item number of BUZIL, batch number, gross and net weight and best-before date. The BUZIL item number and batch number must be printed as a machine-readable code (barcode/QR code).

4.7 The values determined during the incoming goods inspection are binding for quantities, volumes, dimensions, weights and numbers of items in a delivery.

4.8 In the case of deliveries of chemicals, the supplier must enclose a certificate of analysis for each individual batch of the delivery as part of the goods issue inspection and also send it by email to coa@buzil.de.

4.9 The supplier must package, label and ship hazardous substances in accordance with the relevant national and international regulations. The shipping documents must contain the information specified in the relevant transport regulations.

4.10 The goods must be packaged and secured for the duration of transport in such a way that transport damage is avoided. At BUZIL's request, the supplier is obliged to take back packaging materials, including transport packaging, at the place of delivery during normal business hours at its own expense; otherwise, the obligation to take back packaging material is governed by the relevant statutory provisions.

4.11 The supplier shall ensure that the subject matter of the contract can be traced at any time so that batch tracking can be carried out in the event of damage. For this purpose, the subject matter of the contract must

be marked with at least a consecutive serial number and the date of manufacture. The supplier must ensure that the marking of the packaged subject matter of the contract remains legible during transport and storage.

4.12 BUZIL is entitled at any time – together with its customers, if applicable – to check compliance with the principles and requirements of this Section 4, in particular the supplier's quality and environmental management system, on site or to have it checked by an independent third party who is bound to secrecy.

5. Warranty

5.1 BUZIL's rights in the event of material defects and defects of title in the goods (including incorrect and short deliveries as well as improper assembly/installation or defective instructions) and in the event of other breaches of duty by the supplier shall be governed by the statutory provisions and, exclusively in favour of BUZIL, by the following additions and clarifications.

5.2 In accordance with the statutory provisions, the supplier shall be liable in particular for ensuring that the goods have the agreed quality when the risk is transferred to BUZIL. In any case, the product descriptions that are the subject of the respective contract – in particular by designation or reference to the BUZIL order – or that have been incorporated into the contract in the same way as these terms and conditions of purchase shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from BUZIL, the supplier or the manufacturer.

5.3 In the case of goods with digital elements or other digital content, the supplier is responsible for providing and updating the digital content in any case to the extent that this results from a quality agreement in accordance with 5.2 or other product descriptions by the manufacturer or on its behalf, in particular on the Internet, in advertising or on the product label.

5.4 BUZIL is not obliged to inspect the goods or make special enquiries about any defects upon conclusion of the contract. In partial deviation from § 442 (1) sentence 2 of the German Civil Code (BGB), BUZIL is therefore entitled to claims for defects without restriction even if BUZIL was unaware of the defect at the time of conclusion of the contract as a result of gross negligence.

5.5 The statutory provisions (§§ 377, 381 HGB) apply to the commercial obligation to inspect and give notice of defects, with the following proviso: BUZIL's obligation to inspect is limited to defects that are apparent during BUZIL's incoming goods inspection upon external examination, including the delivery documents (e.g. transport damage, incorrect or short delivery) or that are recognisable during BUZIL's quality control in random sampling. If acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of

the individual case. BUZIL's obligation to give notice of defects discovered later remains unaffected. Notwithstanding BUZIL's obligation to inspect, BUZIL's notice of defects shall in any case be deemed to have been given immediately and in good time if it is sent within 2 working days of discovery or, in the case of obvious defects, of delivery.

5.6 Subsequent performance also includes the removal of the defective goods and their reinstallation, provided that the goods were installed in or attached to another item in accordance with their nature and intended use before the defect became apparent; BUZIL's statutory claim for reimbursement of corresponding expenses (removal and installation costs) remains unaffected. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs as well as any removal and installation costs, shall be borne by the supplier even if it transpires that there was in fact no defect. BUZIL's liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; however, BUZIL shall only be liable in this respect if BUZIL recognised or, through gross negligence, failed to recognise that there was no defect.

5.7 Notwithstanding the statutory rights of BUZIL and the provisions of 5.5, the following shall apply: If the supplier fails to fulfil its obligation to remedy the defect – at BUZIL's discretion, either by rectifying the defect (repair) or by delivering a defect-free item (replacement delivery) – within a reasonable period set by BUZIL, BUZIL may remedy the defect itself and demand reimbursement from the supplier for the necessary expenses or a corresponding advance payment. If the subsequent performance by the supplier has failed or is unreasonable for BUZIL (e.g. due to particular urgency, risk to operational safety or the threat of disproportionate damage), no deadline need be set; BUZIL shall inform the supplier of such circumstances immediately, if possible in advance.

5.8 In all other respects, BUZIL shall be entitled to reduce the purchase price or withdraw from the contract in accordance with the statutory provisions in the event of a material defect or defect of title. In addition, BUZIL shall be entitled to compensation for damages and reimbursement of expenses in accordance with the statutory provisions.

6. Prices and terms of payment

6.1 The price stated in the order is binding. All prices include statutory value added tax, unless this is shown separately. If no prices are stated in the order, the prices agreed in the framework agreement or otherwise agreed, with the agreed discounts and conditions, shall apply initially. In the absence of a deviating written agreement, the price shall be free at destination "DDP" in accordance with the Incoterms® issued by the International Chamber of Commerce (ICC) in the version valid at the time of conclusion of the contract, including packaging. The use of Incoterms® shall not affect the other provisions of these Terms and

Conditions of Purchase or of a contract. Unless otherwise agreed in individual cases, the price shall include all services and ancillary services provided by the Supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).

6.2 If the supplier reduces its prices in general, a corresponding reduction in the invoice price shall also be deemed to have been agreed for future orders or delivery call-offs.

6.3 Invoices and credit notes shall be issued immediately after dispatch of the goods, stating the BUZIL order and item numbers and in compliance with tax regulations.

6.4 Payment shall be made subject to proper delivery and the accuracy of prices and calculations. If a defect covered by the warranty is discovered, BUZIL shall be entitled to withhold payment until the warranty obligation has been fulfilled.

6.5 Additional and/or changes to deliveries or services shall only be remunerated if a written agreement has been reached prior to the performance of this service. Terms of payment shall always be agreed individually. If this is not done in individual cases, the agreed price shall be due for payment within 30 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If BUZIL makes payment within 14 calendar days, the supplier shall grant BUZIL a 3% discount on the net amount of the invoice. In the case of bank transfers, payment shall be deemed to have been made on time if BUZIL's transfer order is received by BUZIL's bank before the expiry of the payment deadline; BUZIL shall not be responsible for delays caused by the banks involved in the payment process.

6.6 Interest on arrears cannot be claimed. The statutory provisions apply to late payments.

7. Assignment and offsetting

7.1 The assignment of claims against BUZIL is only effective with the written consent of BUZIL.

7.2 In the case of claims by the supplier against BUZIL, BUZIL may offset/settle claims against the supplier with its own claims.

7.3 BUZIL is entitled to rights of set-off and retention to the extent permitted by law.

8. Supplier's retention of title, manufacturer's clause

8.1 Ownership of deliveries shall pass to BUZIL or a third party designated by BUZIL (not the carrier) in full, unconditionally and regardless of payment of the purchase price upon delivery to BUZIL or the third party.

8.2 If, contrary to 8.1, the supplier retains title in individual cases because this has been expressly agreed or because the supplier's retention of title is enforced in accordance with mandatory law, the supplier's retention of title shall expire at the latest upon payment of the purchase price for the delivery by BUZIL.

8.3 In the cases referred to in 8.2, BUZIL shall be authorised in the ordinary course of business, even before payment of the purchase price.

8.3.1. to resell the delivery with advance assignment to the supplier of the purchase price claim arising from this for BUZIL (thus, a simple retention of title by the supplier extended to the resale of the delivery shall apply as a precautionary measure). All other forms of retention of title are excluded, in particular extended, transferred and retention of title extended to further processing;

8.3.2 authorised to process deliveries subject to the supplier's retention of title in order to form, combine, mix and blend them. This is always done for BUZIL itself as the manufacturer on behalf of BUZIL and for BUZIL's own account. BUZIL thereby acquires ownership of the delivery at the latest.

8.4 If BUZIL processes, mixes, blends, combines or transforms the contractual products, BUZIL shall be deemed the manufacturer and shall acquire ownership of the end product at the latest upon such further processing in accordance with the statutory provisions.

9. Compliance with statutory provisions

9.1 The supplier is obliged to comply with the applicable legal provisions. This applies in particular to compliance with

- Regulation (EC) No. 1907/2006 (REACH Regulation)
- the Ordinance on the Avoidance and Recycling of Packaging Waste (VerpackV)
- Regulation (EC) No. 1272/2008 (CLP Regulation)
- the GGVSEB/ADR in its currently valid version.
- the PPWR and EUDR
- the LkSG and the CSDDD
- the CBAM

Furthermore, the supplier shall ensure that all substances used are registered for their intended purpose and shall provide BUZIL with the registration numbers upon request, unless they are already listed in the safety data sheets.

9.2 The supplier is obliged to obtain the approvals, test certificates, etc. required for distribution.

9.3 The supplier shall ensure that it is always promptly informed of any changes in the law that affect its products and packaging.

10. Supplier's obligations to cooperate

10.1 Insofar as BUZIL has due diligence obligations due to public law requirements (e.g. LkSG, ESG, CSR), in particular with regard to inventory or risk assessment, for the fulfilment of which BUZIL is dependent on the support of the supplier, the supplier shall support BUZIL to a reasonable extent within a reasonable period of time in fulfilling these obligations. Appropriate support measures include, in particular, the provision of information or self-disclosures necessary for the fulfilment of the obligations, the provision of documents or the permission to conduct audits. The supplier further agrees to consent to appropriate preventive measures by BUZIL, in particular contractual assurances, the implementation of training courses or the agreement of appropriate control mechanisms.

10.2 If BUZIL is obliged to take remedial measures at the supplier's premises or at one of its suppliers' premises due to public law requirements (e.g. LkSG, ESG, CSR), the supplier shall support BUZIL in identifying the necessary and appropriate remedial measures, either as individual measures or as part of an action plan. If BUZIL is obliged to implement a remedial measure at the supplier's premises, the supplier shall implement the remedial measure independently. If BUZIL is obliged to take remedial measures at the supplier's subcontractors, the remedial measure shall be implemented at the subcontractor's premises jointly by the supplier and BUZIL. The costs of the remedial action shall be apportioned appropriately. In determining the appropriateness of the cost apportionment, particular consideration shall be given to the nature and scope of the business activity, the severity and probability of occurrence of the breach, and the contribution to the cause.

10.3 If public law requirements dictate that the business relationship must be terminated, BUZIL shall be entitled to terminate the contract with the supplier without notice if necessary. Further statutory termination rights shall remain unaffected.

11. Reservation of rights, confidentiality

11.1 BUZIL reserves its rights to all documents, materials and other items provided to the supplier by BUZIL (e.g. order documents, recipes, drawings, illustrations, calculations, product descriptions and specifications, manuals, samples, models and other physical and/or electronic documents, information and items), BUZIL reserves all its property rights, copyrights and industrial property rights. The documents must be kept confidential from third parties, even after termination of the contract. The confidentiality obligation shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known. Special confidentiality agreements and statutory provisions on the protection of secrets remain unaffected.

11.2 The supplier may not make the items provided to it accessible or communicate them to third parties, either as such or in terms of their content, or exploit, reproduce or modify them without the prior written consent of BUZIL. Reverse engineering is prohibited. The supplier shall use all items provided to it exclusively for the contractual purposes and, at BUZIL's request, return them in full to BUZIL and destroy (or delete) any existing copies (including electronic copies) insofar as they are no longer required by the supplier in the ordinary course of business and in accordance with statutory retention obligations. Upon request, the supplier shall confirm to BUZIL that the return and destruction/deletion has been carried out in full or explain which of the items are still required for the reasons stated above.

11.3 The supplier undertakes to treat all non-public commercial or technical details that become known to him through the business relationship ("confidential information") as confidential, not to make them accessible to third parties and to use them only for the contractual purposes, in particular not to register any industrial property rights to the confidential information.

11.4 The confidential information may not be reverse engineered, dismantled, decompiled, disassembled, reverse engineered or dismantled, emulated, observed or examined outside the contractual purpose. The supplier shall impose a corresponding obligation on its employees, sub-suppliers, and the supplier and other vicarious agents.

11.5 The supplier and its employees are only permitted to disclose the existing business relationship with

11.6 BUZIL is entitled to demand compliance with additional security regulations.

12. Third-party property rights

12.1 Notwithstanding its obligation to indemnify in accordance with clause 5, the supplier warrants that the use of its delivery/service does not infringe any third-party rights.

12.2 BUZIL shall be entitled to return the goods concerned to the supplier at the supplier's expense.

12.3 If claims are made against BUZIL, companies affiliated with BUZIL within the meaning of § 15 ff. AktG (German Stock Corporation Act) or customers of BUZIL due to an actual or alleged infringement of third-party rights, and if the claim is attributable to a delivery/service provided by the supplier, the supplier shall be obliged to reimburse all expenses, costs and damages (including the costs of reasonable legal prosecution and defence) incurred by BUZIL, companies affiliated with BUZIL or customers of BUZIL as a result, and to indemnify BUZIL, companies affiliated with BUZIL and customers of BUZIL against all resulting claims by third parties.

12.4 In all other respects, BUZIL shall be entitled to the statutory rights at its discretion in the event of a legal defect. The claims under clause 12.3 shall not apply if the supplier proves that it is not responsible for the infringement and could not have been aware of it at the time of delivery/performance even if it had exercised commercial diligence.

13. Supplier recourse

13.1 BUZIL shall be entitled to the statutory claims for expenses and recourse within a supply chain (supplier recourse pursuant to §§ 478, 445a, 445b50 and §§ 445c, 327 (5) and 327u of the German Civil Code (BGB)) without restriction in addition to its claims for defects. BUZIL is in particular entitled to demand from the supplier exactly the type of subsequent performance (repair or replacement delivery) that BUZIL owes its customer in the individual case; in the case of goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates. BUZIL's statutory right of choice (§ 439 (1) BGB) is not restricted by this.

13.2 Before BUZIL recognises or fulfils a claim for defects asserted by one of BUZIL's customers (including reimbursement of expenses in accordance with §§ 445a (1), 439 (2), (3), 6 (2), 475 (4) BGB) asserted by one of BUZIL's customers, BUZIL shall notify the supplier and request a written statement, briefly explaining the facts of the case. If a substantiated statement is not provided within a reasonable period of time and no amicable solution is reached, the defect claim actually granted by BUZIL shall be deemed owed by BUZIL's customer. In this case, the supplier shall be responsible for providing evidence to the contrary.

13.3 BUZIL's claims arising from supplier recourse shall also apply if the defective goods have been combined with another product or further processed in any other way by BUZIL, BUZIL's customers or a third party, e.g. by connecting, mixing, installing, attaching or fitting.

14. Product liability

14.1 If the supplier is responsible for product damage, it shall indemnify BUZIL against third-party claims to the extent that the cause lies within its sphere of control and organisation and it is itself liable in relation to third parties.

14.2 As part of its indemnification obligation, the supplier shall reimburse expenses in accordance with §§ 683 and 670 of the German Civil Code (BGB) arising from or in connection with claims by third parties, including recall campaigns carried out by BUZIL. BUZIL shall inform the supplier of the content and scope of recall measures – as far as possible and reasonable – and give him the opportunity to comment. Further legal claims remain unaffected.

14.3 The supplier shall take out and maintain product liability insurance with a lump sum coverage of at least EUR 10 million per personal injury/property damage.

15 Limitation period

15.1 The mutual claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise specified below.

15.2 Notwithstanding § 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims for defects shall be three years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation period shall also apply mutatis mutandis to claims arising from defects of title, whereby the statutory limitation period for third-party claims for surrender of property (§ 438 (1) No. 1 BGB) shall remain unaffected; Claims arising from defects of title shall not become time-barred in any case as long as the third party can still assert the right against BUZIL, in particular due to the absence of a limitation period.

15.3 The limitation periods of the law of sale, including the above extension, apply – to the extent permitted by law – to all contractual claims for defects. Insofar as BUZIL is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply, unless the application of the limitation periods under sales law leads to a longer limitation period in individual cases.

16. Data protection

16.1 BUZIL processes personal data within the scope of its business relationships. Further information on data processing can be found in BUZIL's privacy policy, which is available on our company website www.buzil.com.

16.2 The supplier shall ensure compliance with all applicable legal and regulatory requirements for the protection of personal data within the scope of the performance of the contract. In particular, the supplier shall collect, process and/or use the personal data made available to it exclusively for the purpose of fulfilling the contract (purpose limitation), shall oblige all persons employed by it to fulfil the contract to maintain data secrecy and shall instruct them on the data protection regulations to be observed.

16.3 If the Supplier's activities require BUZIL to conclude additional agreements on data protection (e.g. an agreement on commissioned data processing), the Supplier shall conclude such an agreement with BUZIL on the basis of a model contract provided by BUZIL, comply with the obligations set out therein and implement the technical and organisational measures.

17. Rights to data

17.1 The following shall apply to the rights of the parties to data that arises or is used in the course of the parties' cooperation:

17.2 BUZIL data is all data that BUZIL itself, a company affiliated with BUZIL (§§ 15 et seq. of the German Stock Corporation Act (AktG)) or a third party commissioned by BUZIL provides to the supplier or a third party commissioned by the supplier and/or that is created, collected, stored or used when using the supplier's deliveries or services, as well as data derived from or resulting from such data. This applies to such data in its entirety in its respective form. Components, hardware, software, IT systems, source code, sketches, development services and the supplier's work results consisting thereof are not BUZIL data.

17.3 In the relationship between the parties, the rights to BUZIL data are permanently, (locally, materially and in terms of content) unrestricted and irrevocably vested solely in BUZIL. This also includes all known and unknown types of use. For other data to which BUZIL gains access in connection with the supplier's provision of services in accordance with its intended purpose, we do not have these rights exclusively.

17.4 The supplier is entitled to use BUZIL data for the provision of the commissioned services. If the supplier is entitled to pass on BUZIL data to its subcontractors, this is subject to the supplier first agreeing the rights

regulated here with the commissioned third party in favour of BUZIL. Upon our request, information must be provided and suitable proof must be furnished.

18. Choice of law and place of jurisdiction

18.1 These terms of delivery and the contractual relationship between BUZIL and our suppliers shall be governed by the law of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

18.2 If the supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – including international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the local or regional court of Memmingen responsible for BUZIL's place of business. The same applies if the supplier is an entrepreneur within the meaning of § 14 of the German Civil Code (BGB). However, BUZIL is also entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these terms of delivery or a prior individual agreement or at the supplier's general place of jurisdiction. Overriding statutory provisions, in particular those relating to exclusive jurisdiction, remain unaffected.

18.3 Should individual provisions of this contract be wholly or partially invalid or void, or become wholly or partially invalid or void as a result of a change in the legal situation or by supreme court ruling or in any other way, or should this contract contain loopholes, the parties agree that the remaining provisions of this contract shall remain unaffected and valid. In this case, the contracting parties undertake, taking into account the principle of good faith, to agree on a valid provision to replace the invalid provision, which comes as close as possible to the meaning and purpose of the invalid provision and which can be assumed to have been agreed by the parties at the time of conclusion of the contract if they had known or foreseen the invalidity or nullity.