

STAR Micronics GmbH – General Procurement Conditions for Purchase, Works and Services

1. Contact and register data of STAR Micronics GmbH

STAR Micronics GmbH (hereinafter referred to as "**STAR**"), having its registered office in Neuenbürg, Germany, is registered in the companies' register of the Local Court of Mannheim (*Amtsgericht Mannheim*) under HRB 505518. Its address is: Robert-Grob-Strasse 1, 75305 Neuenbürg, Germany.

2. Scope of application of these General Procurement Conditions

These General Procurement Conditions (hereinafter referred to as "**GPC**") shall apply to the procurement of movable goods, rights as well as of works and services by STAR from a supplier (hereinafter referred to as "**Supplier**"). The movable goods, rights, works and/or services to be delivered by the Supplier to STAR are hereinafter collectively referred to as the "**Deliveries and Services**". STAR and the Supplier are hereinafter also referred to individually as "**Party**" and collectively as "**Parties**".

3. General terms and conditions of the Supplier

Deviating, conflicting or supplementary general terms and conditions of the Supplier shall only become part of the contract if they have been expressly acknowledged by STAR in writing. The mere knowledge of general terms and conditions of the Supplier on the part of STAR shall therefore not make them part of the contract.

4. Offers, cost estimates and acquisition efforts of the Supplier

- 4.1. Offers and cost estimates from the Supplier shall be binding and free of charge for STAR.
- 4.2. To the extent that the Supplier prepares or provides quotation or project documents, brochures, presentations or similar, supplies sample material or attends meetings or other appointments with STAR prior to the conclusion of the contract, this will not be remunerated by STAR unless STAR and the Supplier have expressly agreed otherwise in individual cases.

5. Characteristics of the Deliveries and Services

The Supplier shall provide the Deliveries and Services professionally, on schedule and in accordance with the agreements made by the Parties, the acknowledged rules of technology and the applicable statutory provisions. In doing so, the Supplier shall always comply with the standard of care to be applied by comparable professionals, but in any case at least with the objectively required standard of care.

6. Transport costs, transfer of risk, packaging and insurance

- 6.1. Subject to Clause 6.2 and to any deviating agreements between the Parties in individual cases, the Supplier shall deliver all Deliveries and Services *Delivered At Place* (DAP) in accordance with the Incoterms 2020 to the registered office of STAR.
- 6.2. In case of a work for which acceptance shall take place after delivery of the work to STAR or which the Supplier provides in whole or in part on-site at STAR, the transfer of risk shall not take place until acceptance of the work, notwithstanding Clause 6.1. Section 644 paragraph 1 sentence 2 and sentence 3 of the German Civil Code (*Bürgerliches Gesetzbuch*) shall remain unaffected.
- 6.3. The Supplier shall transport the Deliveries and Services to STAR properly packaged, if relevant.
- 6.4. At STAR's request, the Supplier shall insure the transport to STAR. In this case, STAR shall bear the costs of the insurance.

7. Supplier personnel, subcontractors

- 7.1. The Supplier shall use only sufficiently qualified and personally suitable personnel for the performance of the Deliveries and Services.
- 7.2. The Supplier shall comply with all applicable statutory provisions with regard to its personnel, in particular the applicable labor law, minimum wage law, social security law and, where relevant, collective bargaining law as well as residence law.
- 7.3. If the Supplier uses subcontractors in the performance of the Deliveries and Services, it shall ensure that the subcontractors also comply with all applicable statutory provisions with regard to their personnel, in particular the applicable labor law, minimum wage law, social security law and, where relevant, collective bargaining law as well as the right of residence.
- 7.4. Even if subcontractors are used, the Supplier shall remain solely responsible for the proper performance of the Deliveries and Services.

8. Documentation and labelling of Deliveries and Services

- 8.1. The Supplier shall provide STAR with the contractually agreed and, if applicable, legally required documentation together with the respective Deliveries and Services.
- 8.2. If the law requires particular labelling of the Deliveries and Services, the Supplier shall ensure that the Deliveries and Services display such labelling when the respective Deliveries and Services are provided to STAR.

9. Acceptance of works

- 9.1. The Supplier shall provide STAR any work for acceptance after its completion in accordance with the contract. If required, the Supplier shall assist STAR with the respective acceptance tests and provide all information necessary for such tests.
- 9.2. STAR shall declare acceptance of a work if it has been created in accordance with the contract, unless acceptance is excluded due to the nature of the respective work. STAR shall not refuse acceptance in the event of only minor defects.
- 9.3. In all other respects, Section 640 of the German Civil Code (*Bürgerliches Gesetzbuch*) shall apply to the acceptance of works.

10. Delivery of software

- 10.1. For all software which is part of the Deliveries and Services, the Supplier shall provide STAR with documentation which enables users to administer and use such software.
- 10.2. If the Supplier owes STAR software programming services, i.e. the creation or adaptation of software, the Supplier shall in each case also provide STAR with the associated source code in professionally commented form. The commentary of the source code must be such that an averagely qualified programmer can check the source code, analyze the sequence of the software as well as debug and further develop the software.
- 10.3. The Supplier may only make open source software part of the Deliveries and Services with the prior express written consent of STAR.

11. Export regulations for Deliveries and Services

To the extent that the Deliveries and Services are subject to export regulations, the Supplier shall already inform STAR of these in its offers. Furthermore, the Supplier shall, upon request, provide STAR with all information which STAR may require for the assessment of the Deliveries and Services under export law and for obtaining any official export permits.

12. Activities on the STAR premises

When carrying out activities on STAR's premises, the Supplier shall observe the relevant house rules and the relevant safety regulations of STAR.

13. Transfer of rights and granting of rights to STAR

To the extent the Parties do not reach a deviating agreement for the rights to the Deliveries and Services in individual cases, the following provisions of this Clause 13 shall apply.

- 13.1. By conclusion of the contract, and without the need for any further act of transfer, the Supplier transfers to STAR all ownership as well as intellectual and industrial property rights to all tangible or intangible objects to which STAR is entitled in connection with the Deliveries and Services (all such objects hereinafter collectively referred to as "**Results**"). This also includes all applied for, registered, not applied and unregistered intellectual property rights, including copyrights, industrial property rights and similar rights, in particular trademarks, patents, utility models and designs, name rights, copyrights and ancillary copyrights. STAR accepts the afore stated transfers of rights by conclusion of the contract.
 - 13.2. To the extent that the transfer of rights pursuant to Clause 13.1 is not possible for legal reasons, the Supplier grants STAR, by conclusion of the contract and without the need for any further act of transfer, the right, unlimited in terms of subject matter, territory and time, as well as freely transferable and freely sublicenseable, to use and exploit the Results for all known and unknown types of use and for any own or third-party purposes. This shall also include the right to modify, translate, edit, arrange or otherwise rework the Results and to use and exploit the results thus created in the same way as the original versions. STAR accepts the afore stated grants of rights by conclusion of the contract.
 - 13.3. To the extent necessary, the Supplier shall repeat the transfers of rights pursuant to Clause 13.1 and the grants of rights pursuant to Clause 13.2 at the time of the creation of the respective Results; STAR shall then accept these transfers / grants of rights.
 - 13.4. The Supplier shall have no right to be named as author of the Results and no right to access or inspect the Results. The sentence before shall apply accordingly with regard to all reworks of the Results.
 - 13.5. The Supplier shall not be entitled to apply for intellectual or industrial property rights in the Results. Rather, STAR shall be entitled without restriction to apply for intellectual or industrial property rights in the Results or to permit third parties to apply for such rights. The Supplier shall provide STAR with all information, documents and data required for the application of any intellectual or industrial property rights in the Results.
- ## 14. STAR's obligations to investigate and give notice of defects
- 14.1. To the extent that STAR has a statutory obligation to inspect the Deliveries and Services and give notice of defects in accordance with Section 377 of the German Commercial Code (*Handelsgesetzbuch*), the following shall apply:

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- 14.1.1. STAR shall inspect the Deliveries and Services concerned for deviations in quality and quantity within a reasonable period of time.
- 14.1.2. In case of obvious defects, notification of a defect shall be timely if STAR notifies the defect within 2 weeks of receipt of the respective Deliveries and Services at the relevant place of destination. In case of other defects, the notice of defect shall be timely if STAR notifies the defect within 2 weeks of its discovery.
- 14.2. In all other respects, Section 377 of the German Commercial Code (*Handelsgesetzbuch*) remains unaffected.
- 15. Liability for defects**
- 15.1. Subject to Clause 15.2, the Supplier shall be liable for defects, including defects of title, in accordance with the statutory provisions.
- 15.2. The limitation period for claims for defects by STAR shall be 30 months, unless longer limitation periods apply by law.
- 16. Liability**
- 16.1. The liability of the Supplier shall be governed by the statutory provisions.
- 16.2. STAR's liability shall be governed by the following provisions:
- 16.2.1. STAR shall be liable to the Supplier in all cases of contractual and non-contractual liability for damages or reimbursement of futile expenses in the event of intent and gross negligence in accordance with the statutory provisions.
- 16.2.2. In other cases, STAR shall only be liable – unless otherwise stipulated in Clause 16.2.3 – in the event of a breach of a contractual obligation, the fulfillment of which is a prerequisite for the proper performance of the contract and on the observance of which the Supplier may regularly rely (so-called cardinal obligation), and this shall be limited to compensation for typical and foreseeable damages.
- 16.2.3. STAR's liability (i) for damages arising from injury to life, limb or health, (ii) under product liability and (iii) under guarantees of quality or durability shall remain unaffected by the foregoing limitations and exclusions of liability in Clause 16.2.2
- 17. Fees, expenses and costs, terms of payment**
- 17.1. The agreed fees for the Deliveries and Services shall also include any ancillary services as well as expenses and costs of the Supplier. The Supplier shall only be entitled to separate reimbursement of expenses or costs if STAR has so agreed separately with the Supplier in writing or text form. STAR shall reimburse travel expenses of the Supplier only for trips previously mutually agreed by the Parties and only if the particular travel expenses have been approved by STAR in writing or text form prior to the start of the respective trip.
- 17.2. The fees agreed between STAR and the Supplier shall in each case be exclusive of the statutory value added tax. Any applicable customs duties shall be borne by the Supplier unless the Parties have agreed otherwise in individual cases.
- 17.3. The Supplier shall issue all its invoices in accordance with the applicable statutory provisions, in particular value added tax law.
- 17.4. Invoices from the Supplier to STAR which are correct in terms of content and which meet the requirements set out in Clause 17.3 shall be paid by STAR within 30 days after receipt, unless otherwise agreed by the Parties.
- 17.5. STAR shall be entitled to reduce the fees payable to the Supplier by any withholding taxes to which the fees for the Deliveries and Services are subject, unless the Supplier has previously provided STAR with a valid exemption certificate from the German Federal Central Tax Office (*Bundeszentralamt für Steuern*) in respect of the fees concerned.
- 18. Confidentiality**
- This Clause 18 regulates the handling of confidential information by the Parties, unless the Parties have agreed otherwise in writing or text form in individual cases:
- 18.1. "Confidential Information" within the meaning of Clause 18 shall comprise all information which is either marked as confidential or the confidentiality of which results from its nature, in particular trade or business secrets. The following information shall not be deemed as Confidential Information: Any information which (i) was already known to the receiving Party before it received it from the disclosing Party, (ii) the receiving Party developed independently without recourse to Confidential Information of the disclosing Party, (iii) the receiving Party obtained from a third party who is not bound by restrictions with regard to the disclosure of such information, (iv) is or becomes generally known through no fault or action of the receiving Party, (v) is required to be disclosed by mandatory law, court order or official order, provided that the receiving Party promptly notifies the disclosing Party of the respective obligation in writing or in text form, or (vi) is disclosed in the context of the enforcement of claims or rights against the disclosing Party to a competent court or arbitral tribunal, professionals bound by professional secrecy (i.e. lawyers admitted to bar, certified tax advisors or certified public accountants) or publicly appointed and sworn experts who have been contractually bound to secrecy in advance.
- 18.2. Each Party shall keep all Confidential Information of the other Party confidential for an unlimited period of time. Furthermore, each Party undertakes to protect all Confidential Information of the other Party from access by unauthorized persons by means of reasonable confidentiality measures.
- 18.3. Each Party shall ensure that its own personnel and any subcontractors it uses in the performance of its contractual obligations, including the personnel of such subcontractors, are bound to confidentiality in accordance with the level of confidentiality protection set out in Clause 18.
- 19. Offsetting / right of retention**
- 19.1. The Supplier may only set off claims against STAR's claims to the extent the Supplier's claims are undisputed or have become *res judicata*.
- 19.2. The Supplier may only assert a right to refuse performance or a right of retention on the basis of undisputed claims or claims which have become *res judicata*.
- 20. Assignment**
- The Supplier may not assign any of its rights under the contracts with STAR which are subject to these GPC to third parties without the prior written consent of STAR. Section 354a of the German Commercial Code (*Handelsgesetzbuch*) remains unaffected.
- 21. Form and amendment of agreements**
- STAR and the Supplier shall enter into agreements outside these GPC only in writing or text form. Any amendment to such an agreement may only be made in writing or in text form. This shall also apply to a change in the beforementioned form requirements themselves.
- 22. Place of jurisdiction**
- If the Supplier is a merchant, a legal entity under public law or a special fund under public law or if the Supplier has its registered office outside the Federal Republic of Germany, the place of jurisdiction shall be the place of the registered office of STAR. Any exclusive place of jurisdiction deviating from this shall remain unaffected.
- 23. Applicable law**
- The law of the Federal Republic of Germany shall apply. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

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