

# GENERAL PURCHASING CONDITIONS

FOR TROX GMBH, TROX HGI GMBH, TROX X-FANS GMBH AND DR. ERMER GMBH (AS OF 24 JUNE 2020)

## 1. General information

1.1 The legal relationship between the SUPPLIER and TROX GmbH or TROX HGI GmbH or TROX X-FANS GmbH or DR. ERMER GmbH (hereinafter referred to as TROX) is governed by these terms and conditions and by other applicable agreements, unless otherwise agreed. Amendments and additions must be made in writing. No other general purchasing terms and conditions apply, even if they are not expressly contradicted in specific cases.

1.2 These General Purchasing Conditions in their currently valid version also apply to all future business transactions between the SUPPLIER and TROX.

## 2. Orders

2.1 Orders are deemed to be accepted and confirmed insofar as the SUPPLIER does not object to them within 2 (two) business days.

2.2 Orders are subject exclusively to the following General Purchasing Conditions; TROX does not acknowledge terms and conditions of the SUPPLIER that conflict with or deviate from these General Purchasing Conditions unless TROX has expressly agreed to their validity in writing. Specifically, TROX is bound to the SUPPLIER's general terms and conditions only to the extent that they are in accordance with these General Purchasing Conditions or that TROX has agreed to them in writing. Accepting deliveries or services or payments does not constitute consent.

2.3 The price includes all deliveries and services that are necessary for proper use or faultless operation, even if they were not expressly mentioned in the order. If it becomes apparent that parts required for proper use or faultless operation are missing, the SUPPLIER will supply these parts to TROX free of charge and using the fastest possible means and install them as required.

## 3. Rights of use

3.1 The SUPPLIER grants TROX the non-exclusive, transferable, worldwide right for an unlimited period;

3.1.1 to use the deliveries and services including the associated documentation, to integrate them into other products, and to distribute them;

3.1.2 to install, launch, test, and operate the software and the associated documentation (hereinafter collectively referred to as "Software");

3.1.3 to sublicense the right of use pursuant to clause 3.1.2 to affiliated companies (hereinafter referred to as "Affiliated Companies"), commissioned third parties, distributors, and end customers;

3.1.4 to grant Affiliated Companies and other distributors the right to license and grant end customers the right of use in accordance with clause 3.1.2;

3.1.5 to use and copy the Software for integration into other products or to allow Affiliated Companies, commissioned third parties, or other distributors to use and copy the Software;

3.1.6 to distribute, sell, rent, and lease the Software, make the Software available for download or make it publicly accessible, and to copy the Software to the extent necessary for this purpose, provided that the number of licenses used simultaneously in each case does not exceed the number of licenses purchased;

3.1.7 to sublicense the right of use pursuant to clause 3.1.6 to Affiliated Companies, commissioned third parties, and distributors.

3.2 Over and above the right granted in clause 3.1, TROX, Affiliated Companies, and distributors are authorised to permit end customers to transfer the individual licences.

3.3 All sublicenses granted by TROX must provide suitable protection for the SUPPLIER's intellectual property with regard to the Software by using the same contractual provisions that TROX uses to protect its own intellectual property.

3.4 The SUPPLIER must inform TROX immediately after receipt of the order as to whether its deliveries contain open source components. This refers to software, hardware, or other information that is made available to any user free of licensing fees with the right to process or distribute on the basis of a corresponding license. If the deliveries contain open source components, the SUPPLIER is obliged to comply with the obligations of all applicable open source

licenses and to grant TROX all rights and provide TROX with all information required to comply with these license obligations. In particular, the SUPPLIER must deliver the following items to TROX immediately upon receipt of the

order:

a. a document with a list of all included open source components and their versions, all applicable license texts and copyright or author references in an appropriate structure including

a table of contents, as well as

b. the complete source code of the open source software used, including scripts and information relating to the generation environment, if required by the applicable licenses.

The SUPPLIER must inform TROX in writing and in due time, at the latest immediately after receipt of the order, if open source licenses used by the SUPPLIER are subject to a copyleft effect that may affect the products of TROX when used in the intended manner. This applies if the licence conditions of the open source components used by the SUPPLIER require that TROX's products or works derived from them may only be redistributed under the conditions of the open source licence conditions, such as by disclosing the source texts. In such cases, TROX is entitled to revoke the order within 10 (ten) business days after receipt of the complete information.

#### **4. Delivery, delay, and contractual penalty**

4.1 The delivery period stated in the order is binding and is regarded as a fixed deadline.

4.2 Partial and excess deliveries on the part of the SUPPLIER are only permitted with the prior written consent of TROX.

4.3 The timeliness of deliveries is determined by their receipt at the place of destination/delivery location specified by TROX in accordance with Incoterms® 2020.

4.4 The SUPPLIER is obliged to inform TROX immediately in writing if circumstances arise or become apparent to the SUPPLIER that indicate that the delivery period or subsequent performance cannot be adhered to, and to request TROX's decision in this regard.

4.5 If the SUPPLIER is in default, TROX is entitled to charge a contractual penalty of 0.3% (zero point three per cent) for each commenced business day of the delay, but no more than 5% (five per cent) of the total contract amount.

If the corresponding reservation of rights is not provided upon acceptance of the deliveries, services, or subsequent performance, the contractual penalty may nonetheless be enforced if the reservation is declared by the time of final payment.

4.6 This does not affect any additional or further legal claims.

#### **5. Transfer of risk and ownership**

5.1 Pursuant to Section 446 sentence 1 BGB (German Civil Code), the risk of accidental loss or accidental deterioration of the goods ordered from the SUPPLIER is not transferred to TROX until the sold item is handed over or delivered to the contractually agreed place of destination/delivery location pursuant to Incoterms® 2020. Unless otherwise agreed, DDP (named place of destination) as defined in Incoterms® 2020 applies if (a) the registered office of the SUPPLIER and the place of destination are in the same country or if (b) the registered office of the SUPPLIER and the place of destination are both in the European Union. If the aforementioned conditions are not met, DAP (named place of destination) as defined in Incoterms® 2020 applies in the absence of an agreement deviating therefrom.

5.2 Unless otherwise agreed, the agreed remuneration covers the costs of packaging commensurate with the purpose. If the transport costs are borne by TROX, readiness for dispatch must be communicated immediately and include the specifications stipulated in clause 5.3. The SUPPLIER must ship the deliveries at the lowest cost in each case, unless TROX has specified a particular mode of transport or stipulated that TROX will enter into a contract of carriage. Additional costs incurred as a result of non-compliance with shipping instructions are to be borne by the SUPPLIER. If the DAP/DDP (named place of destination) according to Incoterms® 2020 has been agreed, TROX may also specify the mode of transport. Additional costs resulting from expedited transport required to meet a delivery deadline must be borne by SUPPLIER.

5.3 The SUPPLIER is obliged to state the exact TROX order number on all shipping documents and delivery notes; TROX assumes no responsibility for delays in processing if the SUPPLIER fails to comply with this requirement.

5.4 If the parties agree that the SUPPLIER undertakes to commission the transport of shipments containing hazardous goods on behalf of TROX, the SUPPLIER is obliged to provide the carrier designated by TROX with the hazardous goods data for unrestricted use as required by the statutory regulations when issuing the transport order. In such cases, the SUPPLIER is also responsible for the legally compliant packaging, labelling, documentation, and so forth for the mode(s) of transport used.

5.5 Each delivery must be accompanied by packing slips or delivery notes stating the contents as well as the complete order codes.

5.6 If TROX informs the SUPPLIER that further transport using another mode of transport is planned following a delivery, the SUPPLIER will also observe the relevant hazardous goods regulations as they apply to further transport.

5.7 Ownership is transferred to TROX upon delivery or acceptance.

## **6. Payments and invoices**

6.1 The price stated in the order is binding.

6.2 The statutory value added tax must always be indicated separately.

6.3 Apart from exceptions agreed in writing, invoices are to be sent separately for each order as a single copy after delivery to the address stated in the order.

6.4 Invoices can only be processed if they state the order number as specified in the purchase order; the SUPPLIER bears responsibility for all consequences arising from non-compliance with this obligation, unless the SUPPLIER can prove that it is not responsible.

6.5 Unless otherwise agreed, payments are due within 30 (thirty) days net. For payments made within 14 (fourteen) days, TROX is entitled to a discount of 3 % (three per cent). The payment period commences as soon as the delivery or service has been fully provided and the properly issued invoice has been received.

6.6 Insofar as the SUPPLIER is required to provide material tests, inspection reports, quality documents, or other documentation, the receipt of such documentation is required in order for the delivery and service to be deemed complete. Discounts may also be deducted if TROX offsets or withholds payments to a reasonable extent due to defects.

6.7 Payments do not constitute any acknowledgement that the deliveries or services are contractually compliant.

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

## **7. Audits**

TROX, together with the customer or a third party commissioned by TROX where applicable, may carry out an audit of the quality management system and quality assurance activities of the SUPPLIER at the SUPPLIER's facilities and those of its subcontractors as required at any time during normal business hours with an advance notice of 10 (ten) business days. The request must be justifiable and must indicate the objective, type, scope, place, and time of the audit. The SUPPLIER guarantees to provide the inspection personnel with all necessary support during the audit and ensures access to qualified personnel, documentation, and the manufacturing process. The inspection personnel are entitled to participate in any type of quality tests performed by or for the SUPPLIER.

The SUPPLIER may refuse access to company secrets. All costs incurred in connection with the audit are to be borne by the SUPPLIER, with the exception of travel costs for the inspection personnel. TROX may share the audit report and all records of the audit with TROX and its Affiliated Companies.

The SUPPLIER undertakes to ensure that its subcontractors also comply with the audit rights accordingly.

## **8. Expediting**

The SUPPLIER undertakes to ensure that the production of the ordered material and all related activities can be inspected and controlled at any time by TROX, its agents, and/or by its customers or their agents at the SUPPLIER's facilities and those of its subcontractors; these controls may also take place unannounced. To the extent that such inspections generate costs, these costs are borne by the SUPPLIER, with the exception of the personnel costs for the inspection personnel commissioned by TROX's customer or its agents.

The SUPPLIER is obliged to provide the inspection personnel with all necessary assistance to enable them to carry out their task, and to furnish the documents required to inspect the technical properties of the parts supplied by the SUPPLIER. If claims that do not correspond to the order are made against the SUPPLIER by TROX's customers and/or their agents in the course of an inspection visit, the SUPPLIER must obtain the consent of TROX prior to granting approval.

## **9. Acceptance**

If provision for acceptance has been agreed, such acceptance or any waiver thereof does not release the SUPPLIER from its general liability. The purchaser named in the order header must receive written notification by e-mail of the readiness for acceptance.

## **10. Incoming goods inspection and liability for defects**

10.1 TROX is obliged to inspect the goods within a reasonable period of time for any deviations in quality and quantity; a complaint is considered punctual if the SUPPLIER receives the complaint within a period of 5 (five) business days, calculated from receipt of the goods or, in the event of hidden defects, from the time of detection.

10.2 TROX is not responsible to the SUPPLIER for any tests and notifications other than those mentioned above.

10.3 If defects are discovered before or at the time of transfer of risk or if they occur during the period of limitation specified in clauses 10.09 and 10.10, the SUPPLIER is obliged, at its own expense and at the discretion of TROX, either to remedy the defects or to provide a new delivery or service free of defects. This also applies to deliveries for which the inspection was limited to random samples. TROX will make the choice at its own

reasonable discretion.

10.4 If the SUPPLIER does not provide subsequent performance within a reasonable period of time to be determined by TROX, TROX is entitled to

10.4.1 rescind the contract in whole or in part without compensation or

10.4.2 demand a reduction in price or

10.4.3 carry out or arrange for rectification or new delivery at the expense of the SUPPLIER and

10.4.4 demand compensation instead of performance.

Receipt at the place of destination will determine whether the subsequent performance is deemed as rendered in due time.

10.5 The rights stated in clause 10.4 can be exercised without specifying a grace period if TROX has a special interest in immediate subsequent performance to avoid delays on its own part or due to another urgent matter and a request to the SUPPLIER to remedy the defect within a reasonable period is unacceptable for TROX. The statutory provisions that govern whether a grace period can be waived remain unaffected.

10.6 This does not affect any additional or further legal claims.

10.7 If the SUPPLIER performs repairs or makes new deliveries within the scope of his obligation to remedy defects, the periods specified in clauses 10.9 and 10.10 will recommence.

10.8 Irrespective of the transfer of risk of the delivery, the SUPPLIER bears the costs and risk of the measures necessary for the purpose of subsequent performance (including return costs, transport costs, installation and removal costs).

10.9 Claims for material defects become time-barred after 3 (three) years, unless the law prescribes longer periods.

10.10 Claims for defects of title become time-barred after 5 (five) years, unless the law prescribes longer periods.

10.11 The limitation period for deliveries begins with receipt at the place of destination named by TROX.

## **11. Product liability, indemnity, and liability insurance coverage**

11.1 Insofar as the SUPPLIER is responsible for product damage, the SUPPLIER is obliged to indemnify TROX from claims for damages by third parties upon first request to the extent that the cause is within the SUPPLIER's sphere of control and organisation and the SUPPLIER is liable in the external relationship.

11.2 Within the scope of its liability for damage claims, the SUPPLIER is also obliged to reimburse any expenses in accordance with Sections 683, 670 BGB (German Civil Code) and Sections 830, 840, 426 BGB that arise from or are related to a recall campaign carried out by TROX. TROX will inform the SUPPLIER – to the extent possible and reasonable – about the content and scope of the recall measures to be carried out and give the SUPPLIER the opportunity to state its position. Other legal claims remain unaffected.

11.3 The SUPPLIER undertakes to take out an extended product liability insurance policy with a coverage of EUR 10 (ten) million for each case of personal injury/property damage as a lump sum; if TROX is entitled to further claims for damages, these remain unaffected.

## **12. Obligation of the SUPPLIER to verify/inform and property rights**

12.1 The SUPPLIER is obliged to subject components (including raw materials and building materials) provided by TROX or supplied by its subcontractors, manufacturers, and other third parties to a proper incoming inspection to check for obvious and hidden defects and to notify its subcontractors or TROX – if provided by TROX – immediately about any defects.

12.2 TROX considers the delivery of products free of defects of title to be a material contractual obligation. The SUPPLIER therefore undertakes to inspect the delivery and service to ensure that they are free of defects of title and to inform TROX of any conflicting property rights. A breach of these obligations is subject to the normal statutory period of limitation.

12.3 If claims are made against TROX by a third party, the SUPPLIER is obliged to indemnify TROX from these claims upon first written request.

12.4 The SUPPLIER's obligation to indemnify applies to all expenses that TROX inevitably incurs as a result of or in connection with the claim by a third party.

12.5 The limitation period is 10 (ten) years, calculated from the conclusion of the contract.

## **13. Quality management and transfer of orders to third parties**

13.1 The SUPPLIER is obliged to maintain a quality management system (for example, according to DIN EN ISO 9001).

13.2 The transfer of orders to third parties is not permitted without the written consent of TROX and entitles TROX to rescind the contract in whole or in part and to claim damages.

#### **14. Provision of materials**

14.1 Materials provided and information made available remain the property of TROX and must be stored separately free of charge, and managed and designated as being the property of TROX. They may only be used for TROX orders. In the event of culpable reduction in value or loss, the SUPPLIER must provide compensation, in which case the SUPPLIER is also liable for ordinary negligence. This also applies to the calculated transfer of allocated material.

14.2 Processing or alteration of the material and the information is carried out on behalf of TROX. TROX becomes the direct owner of the new or altered object. Insofar as this is not legally possible, TROX and the SUPPLIER agree that TROX becomes the owner of the new object at any time of the processing or alteration. The SUPPLIER will store the new object with due commercial care and diligence for TROX free of charge.

#### **15. Tools and confidentiality**

15.1 TROX acquires ownership of a tool in accordance with the provisions of the relevant order. The SUPPLIER must label the tools in question permanently including part number, part designation, drawing number, drawing index, and the TROX company name so that they can be recognised as TROX's property at all times. Furthermore, the tools must be provided with inventory stickers bearing inventory numbers (inv. no.) provided by TROX.

Insofar as industrial property rights or copyrights arise in connection with the development of the tool, TROX and its Affiliated Companies are granted a free, fully compensated, non-exclusive right of use for their own needs, without limitation regarding time and location. Insofar as previous proprietary rights of the SUPPLIER are necessary for the use of the tool, TROX is granted a free, fully compensated, non-exclusive right of use for the tool, unlimited regarding time and location, which includes the use by TROX for the purposes of serial production and the corresponding use by its Affiliated Companies as well as by third parties on behalf of TROX or its Affiliated Companies. The same applies to existing know-how.

If a supply contract for the delivery of tools is dissolved or terminated for any reason whatsoever and TROX has not yet acquired ownership of the tools at the time of such dissolution or termination, TROX may acquire ownership of the tools in question by paying to the SUPPLIER

- a. (for tools that are already finished) the outstanding portion of the agreed total costs or
- b. (for tools that are not yet finished) that portion of the outstanding costs that corresponds to the costs actually incurred by the SUPPLIER at the time of dissolution or termination as a result of the manufacture of the tool.

15.2 All tools owned by TROX that are in the SUPPLIER's possession or the possession of its representatives remain the property of TROX. The SUPPLIER must label this tool as the property of TROX and may not relocate it without the prior express written consent of TROX.

Such tools may not be sold, assigned as security, pledged, encumbered with material or other rights or disposed of without the prior express written consent of TROX. If a tool is supplied or fully financed by TROX, it may not be used for the manufacture of goods for parties other than TROX or its Affiliated Companies without the prior express written consent of TROX. If TROX has assumed a significant portion of the product development costs for the goods to be delivered and/or has contributed necessary intellectual property rights or required know-how that the SUPPLIER has not yet acquired and that it cannot obtain under reasonable conditions, this contribution by TROX may not be used for the manufacture of goods for delivery to other parties without the prior consent of TROX.

15.3 The SUPPLIER must treat each tool with the necessary care and keep it in working order and state-of-the-art condition at all times, irrespective of the ownership of the tool. The SUPPLIER is specifically responsible to ensure that the tools, particularly the gauges, provide correct and accurate measurements. TROX undertakes to support the SUPPLIER in the inspection and corrective maintenance of the gauges made available to the SUPPLIER and not used for acceptance or approval.

15.4 Unless otherwise agreed in writing, the SUPPLIER bears the costs for the ongoing repair, maintenance, and operational readiness of the tools to ensure that they are in a fault-free condition.

15.5 Notwithstanding TROX's right to demand the return of tools owned by TROX at any time, the SUPPLIER is entitled to retain TROX's tools to the extent that they are required to execute an order for TROX. In all other cases, the SUPPLIER is obliged to return the tools belonging to TROX immediately upon request.

15.6 Irrespective of ownership, the SUPPLIER must keep the tools used for the production of the goods in a functional condition suitable for continued delivery of the goods for TROX's serial production for a period of (15) fifteen years after termination of the delivery of goods by the SUPPLIER. This notwithstanding, any tools owned by TROX may only be scrapped with the prior written consent of TROX. The SUPPLIER will ensure that all its subcontractors are contractually obliged to comply with the provisions contained in this clause 15.7.

15.7 Upon receipt of an order from TROX for tools, the SUPPLIER must immediately provide TROX with all available information.

The SUPPLIER must provide TROX with all requested information regarding the tool,

as well as drawings, illustrations, calculations, and CAD data (as a 3D data model in an industry-standard format) of the tool, a complete list of tools, and a document with the exact locations of these tools, no later than when the samples are produced using the tool.

15.8 The SUPPLIER is obliged to maintain strict confidentiality regarding all illustrations, drawings, calculations, and other documents and information received. They may only be disclosed to third parties with the express consent of TROX. The obligation to maintain confidentiality remains in force even after the performance of this contract; it expires if and insofar as the manufacturing knowledge contained in the illustrations, drawings, calculations, and other documents provided has become public knowledge.

## **16. Non-assignment clause**

The assignment or sale of receivables or claims arising from this contract by the SUPPLIER is subject to TROX's prior written consent.

## **17. Special rights of withdrawal and termination**

17.1 In addition to the statutory rights of withdrawal, TROX is entitled to withdraw from or terminate the contract in whole or in part if

a. the SUPPLIER is in default with a delivery or service and this default continues for more than 10 (ten) business days after receipt of a reminder from TROX, or if

b. TROX can no longer be reasonably expected to adhere to the contract for any other reason attributable to the SUPPLIER, taking into account the circumstances of the individual case and the interests of both parties, in particular if a significant deterioration in the financial circumstances of the SUPPLIER arises or threatens to arise and the fulfilment of an obligation to deliver or perform services to TROX is jeopardised as a result.

17.2 TROX is also entitled to terminate the contract if insolvency proceedings or comparable proceedings have been filed or initiated against the SUPPLIER's assets.

17.3 In the event of termination by TROX, TROX may use the equipment available for the continuation of the work or deliveries and services already provided by the SUPPLIER in return for reasonable compensation.

## **18. Code of conduct and supply chain security**

18.1 The SUPPLIER undertakes to comply with the laws of the relevant applicable jurisdiction(s).

Our Code of Conduct [http://www.trox.de/coc\\_lieferanten](http://www.trox.de/coc_lieferanten) is specifically applicable. The SUPPLIER is obliged to demand and ensure that its subcontractors comply with this Code of Conduct.

18.2 The SUPPLIER will take the necessary organisational directives and measures, particularly in the areas of property protection, security relating to business partners, personnel, information, packaging and transport, in order to guarantee security in the supply chain in accordance with the requirements of relevant internationally recognised initiatives based on the WCO SAFE Framework of Standards (such as AEO, C-TPAT). The SUPPLIER must protect its deliveries and services to TROX or to third parties designated by TROX against unauthorised access and manipulation. The SUPPLIER will only use reliable personnel for such deliveries and services and undertakes to oblige any sub-suppliers to likewise take appropriate measures.

18.3 If the SUPPLIER culpably violates the obligations set forth in clause 20, TROX is entitled to rescind the contract or terminate the contract without prejudice to further claims. If it is possible to remedy the breach of duty, this right may only be exercised after a reasonable period of time for remedying the breach of duty has expired to no avail.

## **19. Product compliance**

19.1 If the SUPPLIER delivers products that are subject to legal and other statutory requirements with regard to placing them on the market and their subsequent marketing in the European Economic Area or corresponding requirements in other countries in which the goods are to be used as communicated by TROX, the SUPPLIER must ensure that the products meet these requirements at the time of the transfer of risk. In particular, this includes the regulations of the Product Safety Act, applicable technical standards, as well as the recommendations of the VDE Association for Electrical, Electronic & Information Technologies (VDE), Frankfurt am Main, particularly with regard to noise emissions and audible individual sounds.

19.2 If the SUPPLIER delivers products containing components that are listed in the List of Restricted and Declarable Substances ([www.bomcheck.net/suppliers/restricted-anddeclarable-substances-list](http://www.bomcheck.net/suppliers/restricted-anddeclarable-substances-list)) valid at the time of the order or that are subject to restrictions and/or information requirements by law (such as REACH, RoHS), the SUPPLIER must declare these substances and the information required in the BOMcheck online database ([www.BOMcheck.net](http://www.BOMcheck.net)) no later than the time of first delivery of the products.

The aforesaid applies with regard to laws only insofar as they are applicable at the domicile of the SUPPLIER or of TROX or at the place of destination named by TROX.

19.3 If the delivery contains goods that are to be classified as hazardous goods according to international regulations, the SUPPLIER must inform TROX immediately upon receipt of the order. This does not affect the

requirements on hazardous goods set forth in clauses 5.4 and 5.5.

19.4 The SUPPLIER is obliged to comply with all statutory and contractual accident prevention and industrial safety regulations. The SUPPLIER must ensure that there is no risk to the health and safety of the personnel employed by the SUPPLIER and its direct and indirect subcontractors for the provision of services.

## **20. Information security**

20.1 The SUPPLIER must take appropriate organisational and technical measures to ensure the confidentiality, authenticity, integrity, and availability of the SUPPLIER's operations and its goods and services. These measures are to reflect industry practice and include an appropriate information security management system in accordance with standards such as ISO/IEC 27001 or IEC 62443 (where applicable).

20.2 "SUPPLIER's operations" include all goods, processes, systems (including information systems), data (including customer data), employees, and locations that are used or processed at any time for the execution of this contract.

20.3 If deliveries or services include software, firmware, or chipsets,

20.3.1 the SUPPLIER must implement appropriate industry standards, processes, and methods in accordance with standards such as ISO/IEC 27001 or IEC 62443 (where applicable) to prevent, identify, evaluate, and remedy any vulnerabilities, malicious code, and security incidents affecting the deliveries and services;

20.3.2 the SUPPLIER will provide repair, updating, upgrading, and other maintenance services for the deliveries and services and provide patches to remedy any vulnerabilities for a reasonable period of at least 10 (ten) years;

20.3.3 the SUPPLIER will provide TROX with a bill of materials from which all third-party software components used in the deliveries and services are derived. Third party software components must be up to date at the time of delivery;

20.3.4 TROX is entitled, but not obliged, to test the deliveries and services at any time itself or by a third party for malicious code and vulnerabilities, in which case the SUPPLIER will provide TROX with reasonable support;

20.4 The SUPPLIER will inform TROX immediately of all events relevant to safety that have occurred or are suspected to have occurred and that affect the SUPPLIER's operations or the deliveries or services, if and to the extent that TROX is actually or presumably substantially affected by such events.

## **21. Provisions concerning export control and foreign trade data**

The SUPPLIER must comply with all requirements of the applicable national and international customs and foreign trade law (Foreign Trade Law). The SUPPLIER must provide TROX in writing with all information and data required by TROX for compliance with Foreign Trade Law for export, import, and re-export no later than 5 (five) business days after the order and immediately in the event of changes, including in particular:

- a. all applicable export list numbers including the Export Control Classification Number (ECCN) according to the U.S. Commerce Control List;
- b. the statistical goods number according to the current commodity classification used in foreign trade statistics and the HS (Harmonized System) code, and
- c. the country of origin (non-preferential origin) and, if required by TROX, supplier declarations of preferential origin (for European SUPPLIERS) or certificates of preference (for non-European SUPPLIERS).

## **22. Force majeure**

In the event of force majeure, in particular strikes, lock-outs, or other significant disturbances in TROX's operations, TROX is entitled to rescind the contract in whole or in part without compensation or to postpone acceptance of the delivery or service as appropriate, taking into account the interests of the SUPPLIER.

## **23. Mention as reference customer**

The SUPPLIER may only mention an endorsement by TROX or TROX's status as a customer if TROX has given its prior written consent.

## **24. Supplementary provisions**

24.1 In the absence of a provision in these General Purchasing Conditions, the statutory provisions apply.

24.2 If the SUPPLIER is in breach of its obligations under these General Purchasing Conditions, it will bear all expenses and damages sustained by TROX as a result, unless the SUPPLIER is not responsible for the breach of obligation.

## **25. Place of jurisdiction and applicable law**

25.1 The legal relations between the SUPPLIER and TROX and any legal disputes arising from the order or its execution are governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) dated 11 April 1980.

25.2 The place of jurisdiction for all legal disputes arising from contractual relationships of TROX GmbH and TROX X-FANS GmbH is Moers, or Ibbenbüren in the case of contractual relationships of TROX HGI GmbH, and Cologne in the case of contractual relationships of DR. ERMER GmbH. However, TROX is also entitled to take legal action against the SUPPLIER at the SUPPLIER's corporate domicile.