

1. Scope

1.1 These General Terms and Conditions of Purchase shall apply to the procurement and assembly of machinery and fixed assets (hereinafter referred to as "Plant") by Schwäbische Hüttenwerke AG and its affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (hereinafter referred to as "Customer") and shall form the basis of the Customer's invitations to tender.

1.2 The concrete subject matter of the contract results from the respective negotiation protocol kept by the Customer and its contractual partner (hereinafter referred to as "Contractor"), the SHW specifications as well as the respective purchase order including all documents

1.3 General terms and conditions of the Contractor are hereby expressly rejected.

2. Scope and execution of plant construction

2.1 The specifications drawn up by the Contractor on the basis of the SHW specifications and laid down in the negotiation protocol and/or the order are accepted by the Customer without any responsibility for the correctness of the design being assumed by the Customer as a result. The Principal's agreement in principle to the intended design shall not release the Contractor from its contractual obligation to deliver a fully functional plant. All information provided by the Customer shall be checked by the Contractor on its own responsibility.

2.2 The Contractor shall erect the Plant in such a way that it complies with the requirements of the SHW specifications as well as the specifications and provisions contained in the negotiation protocol and/or the purchase order, the latest state of the art and the relevant legal provisions, in particular the respective operating and approval regulations as well as the safety and testing regulations applicable at the time of acceptance.

2.3 The Contractor shall deliver a complete system containing all parts necessary for faultless operation while achieving the agreed data and complying with any agreed quality guarantees or for fulfilling the agreed functionality, even if the individual parts required for this purpose are not explicitly listed, and shall procure any licenses (e.g. software licenses) required for the intended use of the system. In addition, the Contractor shall be responsible in particular for the transport, customs clearance, packaging incl. return/disposal, assembly and setting up of the plant, as well as for the trial run, insurance, setting up and securing of the construction site, commissioning and all other ancillary services required for the manufacture of the plant with regard to the object of delivery or service.

2.4 The Contractor is obliged to provide the required documents for legal and official certifications and approvals as well as the plant-related certifications and approvals listed in the specifications.

3. Client and on-site services

3.1 If, by way of exception, the Customer provides certain items and/or auxiliary materials for the erection of the plant, the Contractor shall check these for their suitability. The Contractor shall immediately inform the Customer in writing of any reservations. The responsibility for integrating these peripheries into the plant remains with the Contractor. The customer remains the owner of the items provided by him. Processing or transformation by the Contractor shall be carried out for the Client.

3.2 The Contractor shall provide all machines, equipment, scaffolding, etc. required for the execution of the order at its own expense and risk. Insofar as the Client provides such items in individual cases, the Contractor shall bear the costs of maintenance and appropriate insurance.

3.3 The Client shall not be liable for loss of or damage to items brought by the Contractor to the factory premises or to the construction site.

4. Technical documentation, documentation

4.1 Insofar as the Customer provides the Contractor with documents, in particular plans, samples, drawings, models, calculations and the like (hereinafter referred to as "Documents"), these shall remain the property of the Customer; they may not be used for purposes other than the contractual purposes, reproduced or made accessible to third parties. The Contractor shall independently check the Documents for completeness, correctness and suitability. The Contractor shall immediately notify the Customer in writing of any concerns. These documents, including any copies made, shall be returned to the Customer without special request or irretrievably deleted if they are no longer required for the completion of the order, but no later than after the expiry of the warranty period.

4.2 The preparation of the documentation and its required full completion and timely submission by the Contractor are inseparable parts of the contract.

4.3 When preparing the documentation, spare parts lists, etc., the Contractor shall ensure that all original manufacturing numbers, types and DIN designations, company names (including those of any sub-suppliers) and all original spare parts drawings are provided.

4.4 The Customer's approval of the Contractor's technical documents shall not affect the Customer's warranty and liability claims. This shall also apply to suggestions and recommendations made by the Customer, unless the Contractor has immediately notified the Customer in writing of any objections to them.

4.5 The Contractor shall provide all documents produced for the erection of the plant, in particular all technical documentation incl. maintenance plan, as well as all other documents relating to operation, maintenance or servicing in German language in accordance with the Customer's specifications at the latest by the time of functional commissioning. The documents shall be updated without delay as soon as subsequent changes are made to the plant. The existence of a complete documentation corresponding to the current status of the plant as well as the functional commissioning are a prerequisite for the acceptance according to clause 16. Further legal regulations, in particular according to the Product Safety Act and regulations issued on the basis thereof, remain unaffected.

4.6 The costs of the documents and documentation are included in the total price.

5. Open source software

5.1 The Contractor may not use so-called "open source software", i.e. software that can be obtained regularly free of charge and open source (hereinafter "OSS") in the deliveries and services to the Customer, even if their terms of use expressly permit the use of the OSS.

5.2 The Contractor may request the use of OSS from the Customer in individual cases, through

a) providing complete and accurate information about the specific OSS, including, for example, the exact name and version, all related license and usage terms, the source of the OSS, and copyright or author attributions

b) Indication of the reasons for the use of the OSS.

c) Confirmation of a successfully performed compatibility check for several different OSS components/licenses.

5.3 OSS, the use of which has been requested, may only be used after written approval has been granted by the Client.

5.4 In case of doubt, the approval shall only be effective for the specific work status of the Contractor's scope of services/supplies and shall be applied for again prior to the provision of new work statuses, versions, updates, upgrades or other supplies and services.

5.5 When using OSS, the Contractor shall design its deliveries and services in such a way that the contractual performance to be rendered for the Customer or also software or systems at the Customer are not impaired, in particular not by the so-called "copyleft effect" or "viral effect".

5.6 If subcontractors are involved in the performance of the contract, they shall be obligated in accordance with this Section 5.

5.7 If the Contractor breaches any of the obligations set forth in this Clause 5 or violates any provisions of the license or usage terms of the OSS used, the Contractor shall indemnify the Customer and its affiliates against any claims, damages, losses or costs caused thereby and shall defend them against any claims of third parties upon request by the Customer. A breach of this clause shall constitute a material breach of contract.

5.8 The provisions of this Section 5 shall apply mutatis mutandis to the use of so-called "open content", i.e. content such as databases, fonts, media, photographs, which can regularly be obtained free of charge, but subject to compliance with specific licensing conditions.

6. General implementation

6.1 The Contractor shall perform its services in close coordination with the Customer and third parties acting on behalf of the Customer, in particular such third parties who perform services for the Customer and on behalf of the Customer within the meaning of Section 3.

6.2 Notwithstanding the foregoing, the performance of the Services shall be under the responsible management of the Contractor. The Contractor shall retain the sole professional, personnel and disciplinary authority to issue instructions to the employees deployed by the Contractor within the scope of the subject matter of the contract.

6.3 Prior to the start of the installation or assembly work, the Contractor shall take over the construction site or the installation location with all foundations, connections, stake-outs, etc. that are important for him and check their correctness and suitability. If his services are later objected to, he can only refer to defects of the construction site, the installation site or the other preparatory work that were recognizable for him during the inspection or became recognizable later, if he has pointed this out to the customer in writing immediately after the time from which the respective defect was or became recognizable.

6.4 The Contractor shall inform the Customer about the progress of the work on an ongoing basis, at least weekly. The Customer shall be entitled to inspect the preparation of the contractual services during normal business hours and to inspect the materials, documents and work results that are directly or indirectly related to the contractual services. The Contractor shall ensure that the Client has the same rights with respect to any subcontractors of the Contractor.

6.5 Insofar as changes or improvements to the contractual services become apparent as expedient or necessary during the performance of the contractual services, the Contractor shall immediately inform the Client in writing and obtain the Client's decision on a change to the contractual services.

7. Modification of the contractual services

The Customer shall be entitled at any time to demand changes to the contractual services, including extensions to the plant or the omission of individual parts of the plant, within the scope of what is reasonable. The Contractor shall immediately communicate the effects of modified contractual services on the remuneration, taking into account the agreed conditions for modifications as well as the time frame.

8. Project management; employees, subcontractors, minimum wage.

8.1 The project managers on the part of the Customer and the Contractor responsible for the entire duration of the order processing shall be named in the terms of contract. A change of contact persons shall be notified in writing in advance.

8.2 The Contractor shall only use personally and professionally qualified employees for the execution of the order. The Contractor is not obliged to use employees who are not in possession of a valid work permit and/or a valid social security card. The Contractor is not entitled to have the contractual services or parts thereof performed by subcontractors without the prior written consent of the Customer. Notwithstanding the foregoing, the Contractor shall remain the responsible contractual partner for the performance of the contract and shall be liable for the acts and omissions of the subcontractors as for its own acts and omissions.

8.3 The Contractor undertakes to pay its employees at least the legally prescribed or contractually agreed minimum wages. If subcontractors are used, the Contractor shall ensure that they also pay their employees at least the legally prescribed or contractually agreed minimum wages.

9. Accident prevention; emission control; immission damage; fire protection.

9.1 The Contractor is obliged to comply with the laws, ordinances and regulations concerning the safety and health of employees, the protection of the environment, the transport of hazardous goods and fire protection, including the information sheets of the employers' liability insurance associations and the association of property insurers, insofar as they are relevant for the performance of the service.

9.2 The Contractor shall obtain information from the responsible specialists of the Customer for occupational health and safety, environmental protection and fire protection about existing requirements, accident prevention, environmental protection and fire protection regulations for the place of performance. The necessary measures shall be coordinated with the aforementioned specialists in each case.

9.3 The Contractor shall ensure that all workers employed by it behave in an environmentally friendly manner and are aware of safety and fire protection. In addition, the Contractor shall ensure that all workers deployed by it comply with the Client's company regulations.

9.4 Fire protection requirements of the fire protection officer must be met in any case. If work involving a risk of fire cannot be avoided on or in the vicinity of machines at risk of fire and/or explosion, such as oil tanks, cable systems, etc., it may only be carried out with the approval of the competent body. Unless otherwise agreed, the contractor shall provide a trained fire watch. After completion of the work, follow-up inspections shall be carried out. This also applies to dismantling and scrapping work.

9.5 The Contractor shall indemnify the Client and the persons entrusted by the Client with the implementation or supervision of accident prevention, environmental protection, plant safety, fire protection, hazardous goods regulations and site management against all claims directed against the Client or the aforementioned persons for damage resulting from a breach of the regulations to be observed by the Contractor in connection with the

performance of the service. This shall also apply to claims for damage to third party facilities (e.g. supply and disposal lines) arising during the performance of work; the Contractor shall obtain detailed information about such third party facilities from all competent authorities before commencing work. In the event of damage, the customer and any other competent authorities shall be notified.

10. Dates

10.1 If it becomes apparent that the agreed schedule cannot be met in whole or in part, the Contractor shall immediately inform the Customer in writing of the expected duration of the delay, stating the reasons, and shall submit concrete proposals for remedial action. The notification of an expected delay in delivery shall in no case change the agreed delivery dates.

10.2 All damages incurred by the Client as a result of a failure to provide information or a delay in providing information shall be borne by the Contractor, unless the Contractor is not responsible for the failure to provide information or the delay in providing information. Liability from the point of view of delay shall remain unaffected by this.

11. Default; contractual penalty

11.1 The Contractor is obliged to prove the function of the equipment and to comply with the deadlines and dates regulated in the negotiation protocol.

11.2 For each failure to meet the deadline for which the Contractor is responsible, the following contractual penalties - calculated from the total order value - shall be payable to the Customer:

a) Provision

calculated from 1 day after the deadline, 0.1% of the total net order value per calendar day of delay, up to a maximum of 5% of the total order value.

b) Delivery

calculated from 1 day after the deadline, 0.1% of the total net order value per calendar day of delay, up to a maximum of 5% of the total order value.

c) End of assembly

calculated from 1 day after the deadline, 0.1% of the total net order value per calendar day of delay, up to a maximum of 5% of the total order value.

d) Functional commissioning

calculated from 1 day after the deadline, 0.1% of the total net order value per calendar day of delay, up to a maximum of 5% of the total order value.

e) Final acceptance

calculated from 1 day after the deadline, 0.1% of the total net order value per calendar day of delay, up to a maximum of 5% of the total order value.

11.3 A separate notice of default is no longer required.

11.4 If the Contractor is already in default with respect to an individual deadline, a further contractual penalty may only be claimed with respect to further individual deadlines if there is an additional or new default on the part of the Contractor with respect to these, in which case fault shall be presumed in each case. After reaching the maximum amount of 5% of the total net order value, the Customer may terminate the contract and claim damages for non-performance. The provisions of Clause 23 shall apply to the termination.

11.5 The Customer's right to claim higher damages actually exceeding the above shall remain unaffected; however, the forfeited contractual penalty shall be offset against the Customer's damages in such cases.

11.6 The contractual penalty may also be claimed at the time of the final payment.

11.7 In all other respects, the statutory default rules shall apply.

12. Force majeure

Force majeure, labor disputes, riots, official measures and other unforeseeable, unavoidable and serious events shall release the contractual partners from their performance obligations for the duration of the disruption and to the extent of its effect. This shall also apply if these events occur at a time when the affected contractual partner is in default. The contractual partners shall be obliged to provide the necessary information without delay within the scope of what is reasonable and to adapt their obligations to the changed circumstances in good faith. Further legal provisions and rights shall remain unaffected.

13. Prices

The agreed prices are fixed prices. They shall apply free place of use and shall include everything that the Contractor has to effect at the agreed place of use in order to fulfill its obligation to deliver and perform.

14. Payment modalities

14.1 Insofar as a fixed lump sum price has been agreed and the parties have not agreed otherwise in writing, the following terms of payment shall apply:

- 10 % of the total order value 30 days after receipt of the unconditional order confirmation by returning the countersigned order copy and enclosing (1) an absolute, unlimited advance payment guarantee (incl. VAT), issued by a reputable German bank, limited in time to 2 months after complete fulfillment of the delivery contract or (2) an absolute, unlimited performance guarantee (incl. VAT) for the entire deliveries and services, as security for the fulfillment of all obligations under this contract, limited in time to the final unconditional acceptance, issued by a reputable German bank. VAT) for the entire supplies and services, as security for the fulfillment of all obligations under this contract, limited in time until final unconditional acceptance, issued by a reputable German credit institution.

- 40 % of the total order value 30 days after total delivery and declaration of transfer of co-ownership in the amount of the total payments demanded and already made.

- 40 % of the total order value 30 days after functional commissioning and declaration of transfer of co-ownership in the amount of the total payments demanded and already made.

- 10 % of the total order value 30 days after successful final acceptance (after end of installation), presentation of documentation and presentation of a letter of guarantee (incl. VAT) - issued by a first-class European credit institution according to the sample - limited until 2 months after the end of the guarantee.

14.2. Payments shall be withheld as long as and to the extent that the Contractor fails to meet its contractual obligations. In particular, the payments shall also be dependent on the proper submission of the documentation. The payments to be made by the Customer in accordance with the above list shall be requested separately by the Contractor.

14.3 The final invoice shall show the advance payments made and requested (in the form: net+VAT = gross).

14.4 The total final invoice as well as requests for partial or partial payments shall be prepared in duplicate and sent to the Client. As an alternative to a paper invoice, the invoice can also be sent as a PDF to the following mail address inco-ming-invoice@shw.de.

14.5 The Contractor shall not be entitled to assign its claims against the Customer or to have them collected by third parties without the Customer's prior written consent. In the

event of extended retention of title, the consent shall be deemed to have been granted. If, contrary to sentence 1, the Contractor assigns its claim against the Customer to a third party without the latter's consent, the assignment shall nevertheless be effective. The Customer may, however, at its discretion make payment to the Contractor or the third party with discharging effect.

14.6 Guarantees are accepted only from first-class European credit institutions.

15. Quality assurance and control

With regard to quality assurance, the provisions of the specifications and the applicable documents shall apply. In addition to the inspections provided for therein, the Customer reserves the right to carry out additional random inspections of the quality assurance measures to be carried out by the Contractor or its vicarious agents or to have such inspections carried out by third parties. The personnel and material costs for such additional inspections shall be borne by the Customer.

16. Decrease

16.1 The prerequisite for acceptance is the Contractor's proof that the plant complies with the contract. The details result from the SHW specifications, the negotiation protocol or the purchase order as well as the respective attachments.

16.2 If only insignificant defects are found which do not affect the function of the equipment, the acceptance may take place subject to the immediate elimination of these defects. In this case, the Customer shall be entitled to retain a reasonable amount until the defects have been remedied; as a rule, a reasonable amount shall be twice the costs required to remedy the defect. The same shall apply in cases of § 640 para. 2 BGB. The amount of the warranty retention or the warranty bond shall be credited against the agreed retention.

16.3 The Contractor shall notify the Customer in writing that the system is ready for acceptance. The acceptance date shall then be mutually determined. Acceptance shall be declared in writing in the form of an acceptance report. Payments do not constitute acceptance.

16.4 The Contractor shall bear any additional expenses incurred by the Customer as a result of necessary repeated acceptances, unless the Contractor is not responsible for this.

17. Transfer of risk

Upon acceptance, the risk of accidental loss or accidental deterioration of the equipment shall pass to the Customer.

18. Transfer of ownership

Ownership of the plant and all associated materials/parts as well as the technical documents and documentation shall pass to the Customer without restriction at the latest upon payment of the total price. If the Customer makes advance or partial payments for which no securities have been or will be provided, the Contractor shall transfer to the Customer the (co-)ownership of the plant or the materials not yet installed on a pro rata basis corresponding to the share of the payments made in the total price.

19. Warranty

19.1 Unless a longer warranty period is provided for by law, the Contractor warrants for a period of 36 months, commencing with the acceptance, that the agreed specifications will be complied with, that the materials and supplier parts are suitable and free from defects and that the plant is free from other defects. Furthermore, the contractor warrants that the plant is suitable for the purpose intended in the contract and that it has a design with a high service life factor that is favorable for the maintenance effort. The warranty of title shall be governed by Clause 22.

19.2 If there is a defect, the Customer shall be entitled to the following warranty rights: He may first demand subsequent performance, whereby the choice of the type of non-performance shall lie with the Customer. If the Contractor fails to meet its obligation to provide subsequent performance within a reasonable period of time set by the Customer or if the setting of a deadline is dispensable by law, the Customer shall be entitled to remedy the defect itself or have it remedied by a third party at the Contractor's expense, to reduce the remuneration or to withdraw from the contract. The Customer may also claim damages or reimbursement of futile expenses, unless the Contractor is not responsible for the defect.

19.3 In urgent cases, the Customer may, with the consent of the Contractor, which may not be unreasonably withheld, carry out the rectification itself or have it carried out by a third party.

19.4 Claims for defects may be asserted within 6 months after expiry of the warranty period or any guarantee periods if the Contractor has been notified of the respective defects before expiry of the respective period. The statutory provisions on suspension and commencement of the limitation period shall remain unaffected.

19.5 For delivery parts which could not remain in operation during the investigation of a defect and/or the elimination of the defect, the current warranty period and, in the case of a granted warranty, the warranty period shall be extended by the time of the interruption of operation. Further legal regulations remain unaffected. For repaired or newly delivered parts, the warranty period shall recommence upon completion of the repair or, if acceptance has been agreed, upon acceptance. If necessary, the acceptance must be requested in writing.

19.6 The Contractor shall also be responsible for the actions of its legal representatives, its employees, vicarious agents and assistants. This shall apply accordingly to subcontractors and suppliers.

19.7 In all other respects, the statutory provisions shall apply unless otherwise stipulated in this Order Specification.

20. Liability for damages and reimbursement of expenses

The Contractor's liability for damages and reimbursement of expenses shall be governed by the statutory provisions.

21. Insurance

Within 14 days after conclusion of the contract, the Contractor shall be obliged to provide evidence of liability insurance appropriate to the content and risk of the contract and its entrepreneurial significance and to maintain this insurance to the same extent beyond the term of the contract for as long as claims for damages, reimbursement of expenses or other claims are possible under this contract or the law.

22. Property rights, warranty of title

22.1 The Contractor warrants that the supplies and services provided by it do not infringe any third party rights when used as intended. This shall in particular also apply to third party rights concerning procedures for the use of the equipment and which are suitable to hinder a worldwide undisturbed delivery of parts manufactured on the equipment. In this respect, he shall indemnify the customer against claims of third parties, unless he was not aware of the rights of the third party and was also not recognizable when applying the due diligence of a prudent businessman.

22.2 Further claims of the Customer shall remain reserved. This shall not apply insofar as the Contractor provides the deliveries and services in accordance with drawings, models or other information provided by the Customer and the Contractor does not know and could not have recognized that this infringes the rights of third parties.

22.3 The Contractor shall notify the Customer in writing without delay of any third party rights which could affect the delivery of parts manufactured on the equipment or which could hinder the undisturbed use of the equipment. The Customer may decide on a consideration of such third party rights.

22.4 The Contractor undertakes, if a third party asserts an infringement of a right during the intended use of the system, to immediately bring about a clarification with the third party so that the third party no longer asserts any rights against the use of the system or the delivery of parts manufactured on the system and the Customer can use the system undisturbed. The Customer may, at its option, also demand that the Contractor, taking into account the economic interests, modify the plant in such a way that it no longer infringes the rights of third parties, provided that compliance with the specification is still ensured as a result, or acquire the rights to use the subject matter of the contract from the third party at its own expense.

22.5 If neither of these is possible, unsuccessful, or if this is not done within a reasonable period set by the Customer or if this is refused without justification, then the Customer shall be entitled to the contractual and statutory rights to rescission, reduction and damages. In addition, the Customer shall be entitled to make the necessary changes or to have the necessary acquisition of rights made by the Contractor itself or by third parties at the expense and risk of the Contractor so that the installation does not infringe any rights of third parties.

22.6 Insofar as the deliveries and services provided by the Contractor and the documents and documentation handed over or parts thereof (including spare parts) are protected by copyrights, patents, utility models and registered designs or other rights (hereinafter referred to as "old property rights"), the Contractor hereby grants the Customer the free, non-exclusive, irrevocable right, transferable in the event of sale of the system, unlimited in time and place, to use the respective right with regard to the specific system. Upon request of the Customer, the Contractor shall immediately provide written information about these rights. Insofar as a patent-protected process must be exercised for the intended use of the subject matter of the contract, sentence 1 shall apply accordingly. In the case of rights of use under copyright law, the granting of rights shall relate to all known types of use, in particular the right to reproduce, distribute, exhibit, modify and process. In the event of termination of the agreement, Clause 23 shall apply.

22.7 Insofar as protectable work results (hereinafter referred to as "new rights") arise within the scope of the service to be provided, these shall be due to the contractual partner whose employees have achieved these work results. The Client shall receive a temporally and geographically unlimited, free of charge, non-exclusive right of use to the Contractor's new intellectual property rights; this shall include the right to sublicense.

22.8 If employees of both contractual partners are involved in the protectable work result, the contractual partners shall jointly apply for a patent/utility model for the invention. Licenses to these joint property rights shall only be granted jointly; the contracting parties shall agree on the handling of these joint property rights in individual cases.

23. Termination, withdrawal

23.1 The Customer shall be entitled to terminate the entire contract or parts thereof at any time until completion of the installation.

23.2 The right to terminate for good cause shall remain unaffected. Good cause for the Client shall be deemed to exist in particular,
- if an acceptance pursuant to Clause 16.1 is justifiably refused by the Customer even after the second attempt.

- if, after the conclusion of the contract, a significant deterioration in the financial situation of the Contractor or in the value of a security occurs or becomes apparent which is likely to jeopardize the fulfillment of the obligations towards the Customer - even if a security existing for this purpose is realized - and the Customer, after the expiry of a reasonable period of time, at the discretion of the Contractor, neither performs the work in full nor provides an appropriate security.

- if the client's customer discontinues/terminates the project. In this case, the Contractor shall only be entitled to the costs incurred up to that point. The Contractor shall not be entitled to any further claims.

23.3 If there is good cause for termination and if the Contractor is responsible for such termination, only the self-contained and proven services performed in accordance with the contract up to that point shall be remunerated, insofar as these are usable for the Client under reasonable circumstances.

23.4 If there is no good cause for termination, the Client shall reimburse the expenses demonstrably incurred up to the termination of the contract and directly resulting from the order, including the costs from liabilities that cannot be resolved accordingly, up to a maximum of the order value. The Contractor shall not be entitled to any further claims for performance or damages on the occasion of the termination.

23.5 If one of the contracting parties suspends its payments or if judicial or extrajudicial composition proceedings are applied for, the other party shall be entitled to withdraw from the unfulfilled part of the contract. The same shall apply if and to the extent that the financial circumstances of a contracting party deteriorate significantly.

23.6 The right of the Customer to terminate or withdraw from the contract for other reasons provided for by law shall remain unaffected.

23.7 Claims for damages of the Customer shall remain unaffected.

23.8 The Contractor shall grant the Customer the rights of use in accordance with Section 22 for the work results created until termination. This right of use shall also apply for the duration of the replacement procurement.

24. Secrecy, information security

24.1 Insofar as no separate confidentiality agreement is concluded, the following paragraphs 24.2 to 24.6 shall apply with regard to confidentiality. Insofar as a separate confidentiality agreement expires, the Contractor shall inform the Client of this in good time.

24.2 The Contractor shall be obliged to treat as business secrets all commercial and technical details and information which are not in the public domain and which become known to it through the business relations.

24.3 Transmitted information and similar items of the Customer may not be handed over or otherwise made accessible to unauthorized third parties. The reproduction of such items shall only be permitted within the scope of operational requirements and copyright provisions.

24.4 The organs, employees and vicarious agents of the Contractor including its sub-contractors shall be obliged accordingly.

24.5 If the Contractor recognizes that confidential information comes into the possession of an unauthorized third party, the Contractor shall immediately inform the Client thereof in writing.

24.6 The confidentiality obligation shall continue to apply even after termination or settlement of the contract and shall only expire if the confidential information becomes generally known.

24.7 The Contractor undertakes to immediately and effectively secure all information and data of the Client against unauthorized access, modification, destruction or loss, unauthorized transmission, other unauthorized processing and other misuse in accordance with the respective state of the art. When securing Customer Data, all precautions and measures in accordance with the currently recognized state of the art shall be observed in order to archive and restore data inventories at any time in a loss-proof and legally secure manner. At the request of the Client, the Contractor shall be obliged to have a TISAX audit (www.tisax.de) carried out within a reasonable period of time with the TISAX audit objective specified by the Client and to make the result available to the Client.

25. Compliance, sustainability

25.1 The Contractor undertakes to take all measures that are necessary and appropriate to fight corruption and to avoid other legal violations, in particular against regulations of antitrust law, competition law, environmental protection, customs and foreign trade law and against rights of employees. The Contractor shall take reasonable organizational (including legal or contractual) measures to prevent its legal representatives, its employees, subcontractors, consultants or other third parties commissioned by it from becoming liable to prosecution by committing or failing to commit acts, for example, for bribery, corruption, granting of advantages, acceptance of advantages, money laundering, fraud or breach of trust.

25.2 In the event of a breach of these obligations or if there is a reasonable suspicion of such a breach in connection with the performance of the obligations under this Agreement, the Contractor shall notify the Customer without undue delay and inform it of the remedial measures it will take to cure the breach and prevent future breaches. If the Contractor fails to notify the Customer without undue delay or to take appropriate remedial action within 60 days of becoming aware of the breach, the Customer shall be entitled to terminate the affected agreement without notice or to terminate the business relationship as a whole with immediate effect.

25.3 The Contractor shall indemnify the Client, its legal representatives, bodies and employees against all claims, damages, costs and expenses and, inter alia, legal fees resulting from the breach of the obligations under this clause, unless such breach is the responsibility of the Client or a third party commissioned by the Client.

25.4 In addition, the requirements of the "Code of Conduct for SHW Suppliers (as of 2020)" available at www.shw.de shall apply to the Contractor. The Customer shall also be obliged to oblige its subcontractors accordingly.

25.5 Insofar as the Customer or authorities require insight into the production process or the performance of services and the documents and processes of the Contractor relating to the order in order to verify certain requirements, the Contractor undertakes to permit such verification or an audit in its area and to provide all reasonable support in this respect.

26. Place of performance, place of jurisdiction

26.1 The law of the Federal Republic of Germany shall apply with the exception of the provisions of (German) private international law.

26.2 Unless expressly agreed otherwise in writing, the place of performance shall be the place of use designated in the negotiation protocol and/or the order.

26.3 The exclusive place of jurisdiction shall be the registered office of the Customer.

26.4 Should one or more provisions of this Agreement prove to be invalid, void or incomplete, this shall not affect the validity of the remaining provisions of this Agreement. The parties shall - if necessary in the due form - replace the invalid or void provision by such a provision or fill the gap in the agreement by such a provision with which the economic purpose pursued by them can be most closely achieved. If the ineffectiveness or invalidity of a provision is based on a measure of performance or time (deadline or date), a legally permissible measure shall take the place of the ineffective or invalid performance or time provision.