General Terms & Conditions of Purchase

Utimaco Group

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1. Scope of application, requirement of writing

(1) The following General Terms & Conditions of Purchase ("Terms & Conditions") apply to all orders placed by Utimaco Management Services GmbH, , Utimaco GmbH, Utimaco IS GmbH, Krefelder Strasse 220, Aachen, and conpal GmbH, Dornhofstraße 67, 63263 Neu-Isenburg (hereinafter referred to as "Utimaco"). They apply to contracts for the purchase of goods, contracts for works and to contracts for services as well as to other similar contracts. These Terms & Conditions apply exclusively. Unless Utimaco has expressly consented to them in writing, it will not recognise any of the Supplier's standard business conditions which are contrary to or vary from its own Terms & Conditions. These Terms & Conditions will also apply if Utimaco accepts delivery from the Supplier with no reservations despite being aware of the existence of terms and conditions of the Supplier that conflict with or deviate from its own Terms & Conditions.
(2) These Terms & Conditions are only intended for use with entrepreneurs who/which, at the time of contracting, carry on a trade or carry on business as independent contractors, or are legal per-sons or special funds under public law.
(3) Any agreements made individually with the Supplier (including ancillary agreements, additions and/or amendments) will, in any event, take precedence over these Terms & Conditions. Such agreements must be in writing in order to be effective. The same applies to a waiver of the requirement of writing.
(4) Any legally relevant statements and notices to be issued to Utimaco by the Supplier after execution of the contract (e.g. setting of deadlines, default notices, rescission notices etc.) must be is-sued in writing.
(5) Electronic communication in the form of e-mail is sufficient to satisfy the requirement of writing.
(6) Any references to the application of statutory provisions are only for the purposes of clarification. Even without such clarification, statutory provisions apply to the extent that the Terms & Conditions do not directly alter or expressly exclude them.

2. Orders, conclusion of contract

(1) Utimaco's written order confirmation will determine the nature and scope of supply. Orders are only binding if they are in writing or contained in a printed form. The Supplier will draw Utimaco's attention to obvious errors (e.g. typing and arithmetic errors) and omissions in the order, including the order documents so that these can be corrected/completed prior to acceptance; otherwise no contract is formed.
(2) The Supplier will accept the order within a period of two weeks (or within the period specified in the order) by issuing a written order confirmation. Any deviations from orders will require Utimaco's prior written consent in order to be valid. The Supplier is deemed to have confirmed the order where it delivers the goods at the stipulated time with no reservations. Late confirmation of acceptance by the Supplier will be considered a new quotation and require acceptance by Utimaco.
(3) Unless expressly agreed otherwise, cost estimates will be binding and provided free of charge.
(4) In the case of call-off contracts, call-off orders will be binding if the Supplier fails to object within two working days of receipt.
(5) Utimaco reserves all proprietary rights and copyright in images, drawings, calculations and other documents; they may not be made available to third parties without Utimaco's express written consent. The duty of confidentiality in section 13 applies.

3. Rights of use

(1) The Supplier grants Utimaco a non-exclusive, worldwide, perpetual and assignable right to
1.1 use the goods and services, including the accompanying documentation, to integrate same in other products and to sell same worldwide;
1.2 use software and the accompanying documentation (jointly the "Software") by installing, commissioning, testing and selling the Software and the goods and services or to have a third party do the same;
1.3 grant a sublicence of the right pursuant to section 3(1)1.2 to affiliated companies as defined in § 15 of the Stock Corporation Act (Aktiengesetz – AktG) as well as to other distributors and end customers;
1.4 grant a right to affiliated companies as defined in § 15 of the Stock Corporation Act and to other distributors to grant end customers a right of use pursuant to 1.2;
1.5 use and copy the Software for the purposes of integrating it in other products or to allow affiliated companies as defined in § 15 of the Stock Corporation Act and other distributors do the same;
1.6 distribute, sell, rent, lease, make available for download or make publicly available, e.g. through application service providing or another form of use, and to copy the Software to the extent necessary for this on the condition that the number of licences used concurrently at any one time does not exceed the number of licences purchased;
1.7 sublicense the right of use pursuant to 1.6 to affiliated companies as defined in § 15 of the Stock Corporation Act and to other distributors.
(2) All sublicences granted by Utimaco must contain adequate protection for the Supplier's intellectual property by using the same contractual provisions that Utimaco uses to protect its own intellectual property.
(3) The Supplier will inform Utimaco in writing if the goods and services include open-source software (software which the copyright holder makes available to any user, free of charge, to change and/or distribute on the basis of a license or other contractual provision, such as GNU, GPL, LGPL, etc.). The Supplier is obliged to provide Utimaco with the following information, at the latest, at the time of its order confirmation:
- Source code of the open-source software if the terms of the open-source license require the source code to be disclosed
- List of all open-source files used with information about the respective applicable license and a copy of the full text of the license
- Written declaration to the effect that use of the open-source software for its contractually intended purpose will not result in either the goods and services of the Supplier or the products of Utimaco being subject to a copyleft effect (copyleft effect: goods and services of the Supplier as well as derivative works may only be distributed on the terms of the open-source license, e.g. by disclosing the source code)

(4) With respect to all goods and/or services provide utilizing any artificial intelligence as defined the EU AI Act (2024/1689) or machine learning technologies ("AI/ML Functionality") or if AI/ML Functionality was used for developing or providing any goods and/or services, if any, and without limiting its other obligations under this Terms & Conditions, the Supplier represents and warrants it will not, without Utimaco's prior written consent in its sole discretion, utilize any AI/ML Functionality in, or in connection with, the provision of goods

and/or services to Utimaco as expressly described in this Terms & Conditions;
Upon request, the Supplier must be able to provide explanations and records regarding:_

- the algorithms and logic involved in the decision-making process and the output of the AI/ML Functionality,
- the change management to maintain compliance with laws and industry standards,
- employee training on Supplier's obligations with respect to artificial intelligence technology.

(5) If the Supplier does not inform Utimaco that its supplies contain open-source software and/or AI/ML Functionality until after receipt of the order, Utimaco may cancel its order within 14 days from receipt of all information.
(6) For any services or goods involving AI/ML Functionality, all data, prompts, inputs, and outputs provided or generated in connection with Utimaco's order or use shall remain the exclusive property of Utimaco and be treated as confidential information under section 14. The Supplier shall not use such data or outputs for training or tuning of AI models unless explicitly agreed in writing by Utimaco.

4. Prices, Payment Terms, Set-off

(1) Unless the parties have expressly agreed otherwise, the price stated in the order is binding and a fixed price for delivery to the place of destination (Incoterms 2020© "DAP" named place of destination) and includes transportation, packaging as well as statutory VAT if this is not shown separately. Unless the parties have expressly agreed otherwise, all goods and services as well as ancillary items (e.g. assembly, installation, travel costs, etc.) as well as all ancillary costs (e.g. packaging, transportation costs including insurance) are included in the price. At Utimaco's request, the Supplier will take back packaging material.
(2) The Supplier will send verifiable invoices to the address for invoices agreed with Utimaco. They must contain the order number shown in the order. Invoices must be accompanied by the corresponding documents for all of the goods de-livered. If the Supplier fails to comply with these requirements, Utimaco will be entitled to exercise a right of retention until the Supplier has properly complied with them.
(3) The time limit for payment is 60 days as from the delivery of the goods and services in full (including, if applicable, an agreed acceptance procedure) as well as receipt by Utimaco of a proper invoice.
(4) Where the Supplier is obliged to provide test reports, quality assurance documents or other documents, the supply of the goods and services will not be complete until these documents have also been received (cf. (3)).
(5) Utimaco will not have to pay interest after the payment's due date. Default interest will be 5% per annum above the base interest rate. Default on the part of Utimaco will be governed by the statutory provisions; however, in derogation therefrom Utimaco will not be in default unless the Supplier has sent it a written payment reminder.
(6) Utimaco will be entitled to the full range of statutory set-off and retention rights. It will also be able to plead non-performance as a defence. Utimaco will be entitled in particular to retain payments that are due for as long as it has claims against the Supplier for incomplete or defective work. The Supplier will be entitled to exercise a right of set-off or a right of retention in respect of counterclaims that are non-appealable or undisputed.

5. Delivery periods and delays

(1) The delivery period specified in the order as well as any other deadlines for the supply of the goods and services are binding. The relevant date for determining whether delivery is punctual is the date of proper receipt at the destination stated in the order (cf. section 7 (5)); where an acceptance procedure is agreed, the relevant date is the same date.
(2) The Supplier agrees to notify Utimaco without delay if circumstances occur or become apparent to it that are likely to make the timely delivery of the goods or services impossible irrespective of the reasons for this.
(3) In the event of the Supplier's failure to make delivery or to make delivery within the agreed period, the rights of Utimaco – in particular as regards rescission and damages – will be governed by the statutory provisions unless agreed otherwise. The provisions in subsection 4 remain unaffected.
(4) In the event of the Supplier's default, Utimaco may demand a contractual penalty in the amount of 1% of the net price per completed calendar week. However, the penalty may not exceed 5% of the net price of the overdue goods or services. Utimaco may demand this contractual penalty in addition to demanding performance of the contract. It may also demand damages in accordance with the statutory provisions whose minimum amount will be the amount of the contractual penalty payable by the Supplier. Utimaco reserves the right to claim further damages. If Utimaco accepts late delivery, it reserves the right to claim the contractual penalty up until the time it makes final payment.
(5) The Supplier is responsible for selecting its subcontractors and will be liable for the performance of their obligations in the same way as it is liable for the performance of its own obligations. In its order, Utimaco may exclude the use of subcontractors wholly or partially.

6. Taxes

(1) Further to Section 4.2. the invoice provided by the Supplier to the Purchaser shall meet all requirements imposed by the relevant tax authorities. The valid invoice specifically states any VAT chargeable on the supply and meets all further conditions necessary to allow the Purchaser to obtain any applicable tax relief, if available.
(2) Any withholding taxes or similar charges with the same purpose as a withholding tax, direct or indirect, applicable or to become applicable, which are levied as a result of the purchase in accordance with applicable laws and double tax treaties shall be borne by the Supplier. The Purchaser may deduct such withholding taxes or similar charges from the corresponding payment to the Supplier in case required by applicable law.

7. Performance of obligations, delivery, transfer of risk, failure to accept delivery, ownership

(1) The Supplier is only permitted to engage a third party (e.g. subcontractor) to perform the obligations it owes Utimaco if it has first obtained Utimaco's written consent. Unless otherwise agreed in a specific case, the Supplier assumes the procurement risk in relation to the supply of its goods and services. The risk of default by a subcontractor is within the Supplier's area of risk.
(2) Unless expressly agreed otherwise, goods will be delivered "freight prepaid" to the address stated in the order. The Incoterms 2020© "DAP" named place of destination apply to the delivery of goods. If no named place of destination is stated and nothing else has been agreed, delivery must be made to Utimaco's place of business in Aachen. The respective place of destination is also the place of performance (obligation to be discharged at the obliger's address).
(3) The Supplier may only deliver in instalments where Utimaco has expressly agreed to this or this would not be an unreasonable burden for Utimaco.

(4) Persons engaged by the Supplier to perform work under the contract at the facilities of Utimaco or a third party must comply with the respective facility rules.
(5) Deliveries must be accompanied by a delivery note stating the date (issue and dispatch), content of the delivery (article number and number of articles) and Utimaco's order identification (date and number). If the delivery note is missing or incomplete, Utimaco will be entitled to reject the delivery. Utimaco will not be responsible for any thereby resulting delays in processing or payment.
(6) The risk of accidental loss or deterioration of the goods is transferred to Utimaco at the time when they are handed over at the place of performance (DAP Incoterms 2020©). The risk transfer is the same where, in derogation from subsection 2, the parties agree in a specific case on shipment to a place other than the place of performance (§ 447 of the German Civil Code (Bürgerliches Gesetzbuch – BGB)). Where an acceptance procedure is agreed, the date of the acceptance procedure is the relevant date for determining when the risk is transferred. The statutory provisions on contracts for works will also apply mutatis mutandis where an acceptance procedure has been agreed.
(7) If Utimaco is late in accepting delivery, the deliverables will nonetheless be deemed to have been handed over/accepted. Whether failure to accept delivery has occurred is governed by the statutory provisions. The Supplier must nonetheless expressly offer to deliver Utimaco its deliverables even where a fixed or determinable calendar time for action or cooperation by Utimaco (e.g. provision of materials) has been agreed.
(8) Utimaco will acquire clear title to each delivery of goods at the time they are handed over, or, at the latest, at the time it pays for the specific delivery of goods. All future rights to title to the goods will also pass to Utimaco, at the latest, at this time. The application of any retention of title clauses of the Supplier is expressly excluded.
(9) Utimaco may resell goods subject to a retention of title clause in the ordinary course of business. Utimaco and its customers are entitled to mix goods delivered with other goods or to process them. Where the goods supplied are processed, Utimaco will acquire sole title to the goods created.

8. Warranties

(1) The Supplier will be liable for defects in title and defects in quality in accordance with the statutory provisions (including for the delivery of the wrong goods and shortfalls in deliveries as well as for incorrect assembly and inadequate assembly, operating or user documentation). It warrants that it will carefully and properly perform its obligations under the contract, in particular that its goods and services will comply with recognised technical standards and be of the contractually agreed quality, that they will have the warranted qualities and be free from defects. im-plied/express warranties In addition, it warrants that its goods and services conform to the applicable statutory provisions. Utimaco expressly reserves the right to demand damages and, in particular, the right to demand damages in lieu of performance.
(2) The statutory provisions (§ 377 and § 381 of the German Commercial Code (Handelsgesetzbuch – HGB)) govern Utimaco's duty to inspect goods and give notice of defects: Utimaco's duty to inspect goods will be limited to detection of defects apparent upon inspection of incoming goods and shipping documents or quality controls on a random basis (e.g. shipping damage, delivery of the wrong goods and shortfalls in deliveries). Where the parties have agreed on an acceptance procedure, Utimaco will have no duty to inspect goods upon receipt. Otherwise, whether Utimaco has a duty to inspect the goods will depend on whether this is feasible in the ordinary course of business, taking into account the individual circumstances of the case. This will not affect Utimaco's duty to notify the Supplier of defects discovered thereafter. Notification by Utimaco (notice of defects) will in any case be considered to have been made without delay and in a timely manner if the Supplier receives notice within 5 working days of receipt of the goods by Utimaco.
(3) The warranty period will be 36 months unless the parties have expressly agreed otherwise or the law provides for a longer warranty period. The warranty period commences upon the handover of the goods to Utimaco at the destination stated in the order. Where an acceptance procedure is provided for by law or contract, the warranty period commences upon successful completion of the acceptance procedure.

9. Intellectual property rights

(1) The Supplier warrants that the deliverables are free from third-party rights in Germany and, as far as it is aware, in the country of destination.
(2) In addition, the Supplier will, upon first demand, indemnify Utimaco against all third-party claims for intellectual property right infringements unless it can prove that it is not responsible for the infringement. Without the Supplier's consent, Utimaco is not permitted to enter into any agreements with a third party, in particular it is not permitted to conclude a settlement with the third party. Each party will notify the other in writing without delay if a third party brings an action against it for an infringement of intellectual property rights.
(3) In the event that the use of the deliverables under this Agreement is restricted by the intellectual property rights of third parties, the Supplier will, at its own cost and following consultation with Utimaco either (a) obtain the rights needed to permit Utimaco's use of the deliverables as contemplated under this contract without restriction and without any additional cost or (b) modify parts of the deliverables so that they no longer fall within the scope of such rights but still satisfy the conditions of this contract. This obligation on the part of the Supplier applies notwithstanding any other contractual or statutory obligations to which it is subject.

10. Liability

(1) The Supplier's liability is governed by the statutory provisions. The Supplier will be liable to Utimaco in full for all damage and expenses which Utimaco incurs as a result of a breach of the Supplier's duties or defective performance involving fault on its part, and it will, upon first demand, indemnify Utimaco in full against any claims by third parties based hereupon.
(2) The Supplier will take out business liability insurance and product liability insurance with a reputable insurer located within the EU with coverage of €5 million per claim in respect of any damage for which Utimaco, its customers or third parties hold it liable. The term of the insurance must cover the duration of the contract and any deliverable delivered after its termination. The insurance cover must be valid at the date of the order and remain in force for one year after the last deliverable is delivered by the Supplier. The Supplier must ensure that its subcontractors have the same insurance protection.

11. Provision of materials

(1) Utimaco reserves title to any parts or other materials which it provides to the Supplier. At no cost to Utimaco, the Supplier will store goods subject to its reservation of title separately, mark them as belonging to Utimaco and manage them as such. The Supplier will compensate Utimaco in the event of the

depreciation in value or loss of the items to which Utimaco has reserved title where the depreciation or loss involves fault on the part of the Supplier.
(2) The Supplier may only use the parts or materials provided by Utimaco for orders from Utimaco. If the Supplier processes the parts or materials or transforms them into new products, this will be deemed to be done on behalf of Utimaco. If the items to which Utimaco has reserved title are processed with other items which do not belong to it, Utimaco will acquire co-ownership rights in the new product in the ratio of the value of its items (purchase price plus VAT) to the value of the other items processed at the time of processing. If the item which Utimaco has provided is inextricably mixed with other items which do not belong to it, Utimaco will acquire co-ownership rights in the new product in the ratio of the value of the item to which it has reserved title (purchase price plus VAT) to the value of the other items which were mixed at the time of mixing. If the items are mixed in such a way that the item belonging to the Supplier must be seen as the main product, the parties agree that the Supplier will transfer a proportionate co-ownership share of the product to Utimaco; the Supplier will protect the sole ownership or co-ownership of Utimaco.

12. Tools and samples

(1) The Supplier is prohibited from using tools, forms, samples, drawings, templates or similar items provided by Utimaco without its prior written consent for any purposes other than the contractual purposes and is also prohibited from passing these on to a third party. These items must be kept confidential and be protected from unauthorised access by third parties. The same applies to any products which were made in accordance with forms, samples, drawings or similar items belonging to Utimaco.
(2) Without prejudice to any other rights, Utimaco may demand that the Supplier return tools, forms etc. if the Supplier breaches the above-mentioned duties.

13. Cessation of payment/insolvency of Supplier

Where the Supplier ceases to make payment, an interim insolvency administrator is appointed, or insolvency proceedings are petitioned for or instituted in respect of its assets, Utimaco will be entitled to rescind the contract in whole or in part or to terminate the contract.

14. Confidentiality

The Supplier will treat, as information requiring confidentiality, all details of the order (e.g. quantities, technical information, conditions), which it has received intentionally or by chance from Utimaco, and keep same secret from third parties. In addition, it may only disclose the fact that there is a business relationship between the parties if it has first obtained Utimaco's written consent. Supplier's employees and subcontractors involved in the performance of services are obliged to maintain confidentiality.

15. Code of conduct, safety in the chain of supply

(1) The Supplier will comply with the applicable laws in each of the applicable legal systems and more specifically with Utimaco's Business Ethics which can be downloaded here https://utimaco.com/terms-conditions/businessethics which are incorporated herein by reference. In particular, Supplier will not participate, be it actively or passively, be it directly or indirectly, in any form of bribery, violation of fundamental rights of its employees, or child labour. The Supplier will be responsible for the health and safety of its employees at work and it will comply with environmental protection legislation. The Supplier will also require its own suppliers to comply with this code of conduct.
(2) The Supplier will comply with the Act on Corporate Due Diligence Obligations in Supply Chains (LkSG) to the extent applicable, or any comparably applicable law. The Supplier will assist Utimaco in ensuring that Utimaco itself is compliant and can demonstrate compliance with the Act on Corporate Due Diligence Obligations in Supply Chains (LkSG).
(3) Where the Supplier intentionally or negligently breaches its duties pursuant to section 15, Utimaco may, in its sole discretion, without prejudice to any further rights that it may have, rescind or terminate the contract. Where elimination of the breach of duty is possible, the Supplier will first be entitled to exercise this right after the expiry of a reasonable grace period set by Utimaco for the elimination of the breach of duty.

16. Product-related environmental protection, declaration duties, dangerous goods

(1) Where products are delivered and if, at the time they were ordered, their components were listed on the "List of Restricted and Declarable Substances" (www.bomcheck.net/suppliers/restricted-and-declarable-substances-list) or they were subject to statutory provisions imposing substance restrictions and/or substance information duties (e.g. REACH, RoHS), the Supplier will be required to declare these substances in the BOMcheck (www.BOMcheck.net) Internet database, at the latest, at the time of its first delivery. Where the duties are imposed by statutory provisions, the Supplier will only be required to declare the sub-stances in the BOMcheck Internet database if such provisions are in force at the place of business of Utimaco and/or the Supplier or at the contractually agreed place of receipt of the delivered products.
(2) Where goods classified as dangerous goods according to international regulations are to be de-livered, the Supplier will notify Utimaco of this, at the latest, at the time of its order confirmation.

17. Export controls and customs duties

(1) The Supplier is obliged to notify Utimaco in writing in respect of any authorization requirements regarding the (re)export of its goods under German, European and US export and customs provisions as well as export and customs provisions of the country of origin of its goods. The Supplier will notify Utimaco of all information and dates which Utimaco requires in order to comply with export, import and re-export trade regulations, at the latest, 14 days after Utimaco's order and, in the case of changes to its order, without delay. These include, but are not limited to:

- The export list number according to appendix AL of the German Foreign Trade and Payments Ordinance (Außenwirtschaftsverordnung) or comparable entries in relevant export lists
- In the case of US goods, the ECCN (Export Control Classification Number) pursuant to the US Export Administration Regulations (EAR)
- Whether the goods and the components of its goods, including technology and software qualify for preferential treatment
- Whether the goods were transported through the USA, manufactured or stored there or produced with the help of US technology
- The statistical goods number (HS code) of its goods
- A contact person at its company who will answer any questions

(2) If the Supplier breaches its duties under section 17.1, it will be responsible for all expenses and damage which Utimaco incurs as a result thereof unless it is able to prove that the breach was not due to any fault on its part.

18. Rule regarding reference customers, applicable law, jurisdiction, miscellaneous

(1) Except with Utimaco's prior written consent, the Supplier is not permitted to use Utimaco as a reference and/or advertise with products which it developed for Utimaco in connection with the contract and/or issue press releases or anything similar in connection with the contract.
(2) The Supplier is not permitted to assign its rights from its contractual relationship with Utimaco without Utimaco's prior written consent.
(2) The law of the Federal Republic of Germany applies to the exclusion of the United Nations Convention on the International Sale of Goods.
(3) In the event that the Supplier is a merchant within the meaning of the Commercial Code or a legal person or special fund under public law, the courts at the place of Utimaco' registered office in Aachen will have exclusive jurisdiction over any disputes, including disputes of an international nature arising under this Agreement. Utimaco will nonetheless be entitled to sue the Supplier at the place of performance for the Supplier's obligation to deliver.
(4) In the event that an individual provision of these Terms & Conditions is or becomes invalid or void, or if the parties mutually agree not to implement a provision, this will not affect the validity of the remaining provisions hereof. The same applies in the event of any gaps in the Terms & Conditions. The invalid or unenforceable provision or the omission will be replaced with the provision which is as close as legally possible in its commercial intent to the provision it is replacing.

19. Records and audit rights

(1) Utimaco shall have the right to audit the Supplier's activities, records and facilities related to the performance of the orders and supplies subject to these Terms & Conditions. Such audits may be conducted by Utimaco or its authorized representatives at reasonable times during normal business hours upon providing 10 business days' written notice to the Supplier.
(2) The audit will be conducted in accordance with industry best practices. The purpose of the audit is to assess the compliance with these Terms & Conditions. The Supplier shall provide Utimaco or its authorized representatives with access to all relevant records, documents, and facilities necessary for the audit. This includes, but is not limited to, invoices, contracts, quality control records, and any other documentation pertinent to the audit scope.
(3) Each party bears its own costs arising from the audit. If the Supplier has given cause for the audit or if non-compliance with these Terms & Conditions is discovered during the audit, the Supplier shall bear all reasonable costs of the audit. Further possible claims remain unaffected.