

## General Conditions of Purchase of Nijhuis Saur Industries B.V. and its NSI Affiliates

### 1. General

**1.1** These general conditions of purchase of Nijhuis Saur Industries B.V. and its Affiliated Companies globally (hereinafter referred to as "**General Conditions of Purchase**") form an integral part of all (future) contracts, including order confirmations, purchase orders (PO) and other documents of the (pre)contractual phase (hereinafter each referred to separately as '**Contract**') on the delivery of goods between the supplier of goods (hereinafter "**Supplier**") and Nijhuis Saur Industries B.V. (hereinafter "**NSI**") or any of the affiliated companies of NSI located globally, respectively, (hereinafter individually referred to as "**NSI Affiliate**"). The General Conditions of Purchase shall apply if and to the extent that no other terms have been agreed upon in writing and stipulated in the Contract.

**1.2** The applicability of any general conditions of the Supplier is hereby expressly rejected. Acceptance of the Contract by NSI is subject to the Supplier's agreement to these General Conditions of Purchase; acceptance by the Supplier is only possible under the conditions offered, including these General Conditions of Purchase. Any terms of business of the Supplier are only valid if and to the extent the written agreement of NSI is received by the Supplier expressly confirming NSI's acceptance of the Supplier's terms of business. In particular, any references of NSI to correspondence from the Supplier containing or referring to the Supplier's terms of business shall not constitute NSI's acceptance of the applicability to this Contract of such terms of business.

### 2. Bid

**2.1** Bids and price quotes by Supplier shall not be remunerated and shall not create any obligations on the part of NSI.

**2.2** In its offer the Supplier shall explicitly expose any discrepancies between its offer and NSI's inquiry. If the Supplier has an alternative solution for an inquiry which is technologically or economically superior it shall additionally present this offer to NSI.

**2.3** A Contract between NSI and the Supplier is deemed to have been concluded if and insofar as a Contract has been confirmed in writing by NSI to the Supplier, under the conditions set by NSI in writing (hereinafter referred to as: "**NSI Confirmation**"). Nijhuis reserves the right to cancel the purchase made or order placed if the Supplier has not confirmed this order within two weeks after receiving the NSI Confirmation by means of an order confirmation.

### 3. Delivery date, partial delivery

**3.1** The Supplier must comply with the agreed dates of delivery or dates of provision of services, respectively. In case of the delivery of goods such compliance includes the delivery free of any defects to NSI within NSI's regular business hours accompanied by the required shipping documents to the address specified in the Contract (hereinafter "**Place of Destination**"). If NSI and the Supplier have agreed to a delivery including assembly / service by the Supplier, the delivery of the goods free of any defects shall not be considered to have taken place until the assembly / service has been duly carried out as specified in the Contract. If a formal acceptance procedure is stipulated by law or specified in the Contract, the time specified for such acceptance shall be adhered to by both parties. Advance deliveries of goods / provision of services or partial deliveries / partial provision of services require NSI's prior written consent.

**3.2** If the Supplier recognizes that it will not be able to fulfil its contractual obligations either in full or in part, or not within the stipulated timeframe, the Supplier must notify NSI in writing forthwith. The notice must state both the reason(s) for the delay and the predicted delay in delivery time. In the event of late delivery, the Supplier is in default by operation of law, without a notice of default or any other formality being required. Any acceptance by NSI of a delayed or partial delivery of goods / provision of services shall by no means constitute a waiver of any rights of NSI related to late or partial delivery of goods / provision of services.

**3.3** If any documents are being prepared by NSI to enable the Supplier to carry out the Contract, it is the responsibility of the Supplier to request these documents in due time.

**3.4** Only additional work carried out at the express written request of NSI can be invoiced and will be reimbursed.

### 4. Sustainability and ethics

NSI conducts its business in accordance with the principle of sustainable development and adheres to internationally recognized fundamental standards for occupational health and safety, environmental protection, labour and human rights as well as responsible corporate governance (hereinafter "**ESG Standards**"). NSI has described its understanding of the ESG Standards in her Supplier Code of Conduct. NSI expects the Supplier to adhere to the ESG Standards. Furthermore, NSI calls upon the Supplier to ensure that all its subcontractors of any tier adhere to the ESG Standards likewise. NSI shall have the right to check adherence to the ESG Standards on the part of

the Supplier, either itself or through third parties commissioned by NSI.

**4.2** While performing the Contract, the Supplier must adhere to the occupational health and safety and environmental protection requirements as specified by NSI in the Contract.

**4.3** The Supplier warrants and represents that it shall comply with NSI's Code of Conduct, as may be provided to the Supplier. NSI reserves the right to modify or update the Code of Conduct from time to time. NSI reserves the right to audit the Supplier's compliance with the Code of Conduct upon reasonable notice. The Supplier agrees to provide all necessary information and access required for such audit. Any failure by the Supplier to comply with NSI's Code of Conduct shall be deemed a material breach of the Contract. In the event of such a breach, NSI reserves the right to terminate the Contract immediately without further liability.

**4.4** The Supplier expressly represents and warrants to comply with all applicable international legislation, notably with respect to combating corruption, influence-peddling, favouritism, illegal taking of interests and embezzlement of public funds (hereinafter "Corruption") and that it has put in place a mechanism for guarding against and combating Corruption.

**4.5** The Supplier shall comply with the obligations as described in the Contract and shall appropriately address this expectation vis-à-vis to its own suppliers along its supply chain (the "**Expectations**"). In particular, the Supplier agrees to prevent or minimize any such risks and to end any violation of the obligations.

**4.6** NSI shall have the right to conduct audits with prior written notice to ensure Supplier's compliance with its obligations under this Clause (the "**Audit**") either itself and/or through commissioned third parties (the "**Auditor**"). Supplier shall provide NSI and/or the Auditor with all data, documents and other information, whether in written, verbal and/or electronic form as reasonably requested by NSI and/or the Auditor for the Audit.

**4.7** In case NSI finds suspicion or evidence of a violation of the obligations by the Supplier or any of Supplier's contractors or suppliers of any tier, the Supplier shall be obliged to implement and execute or cause the respective contractors or suppliers to implement and execute appropriate corrective measures as reasonably requested by NSI in writing.

**4.8** Upon NSI's request and without undue delay, the Supplier shall (i) draw up together with NSI a corrective action plan to end any violation of the obligations (the "**Remedial Concept**") including a concrete timetable for such plan, and (ii) implement measures requested by NSI at its reasonable sole discretion to carry out such Remedial Concept.

**4.9** NSI shall have the right to terminate the contract hereunder with immediate effect if (i) the Supplier does not comply with the obligations under this clause, (ii) the Expectations are substantially violated, or (iii) the implementation of the Remedial Concept did not remedy the violation of the obligations within a timetable set in the Remedial Concept.

## **5. Quality and safety**

**5.1** The Supplier shall carry out and maintain effective quality assurance and, if requested, demonstrate this to NSI. The Supplier shall adhere to a quality management system as per ISO 9001 or to a similar system of equivalent standard upon NSI's request. NSI shall have the right to inspect this quality assurance system, either itself or through third parties commissioned by NSI.

**5.2** Any changes to the goods to be delivered or services to be provided require the prior written consent of NSI.

**5.3** If the performance of the Contract requires work to be carried out on a NSI site, such work is subject to NSI's onsite safety, security and conduct regulations. The Supplier guarantees that its employees and other persons engaged by it strictly comply with the aforementioned regulations.

**5.4** The Supplier shall ensure that there is sufficient and qualified personnel. The Supplier guarantees that he, his employees and other persons engaged by him comply at all times with all binding legal provisions concerning the provision of services and/or goods, including but not limited to mandatory provisions of labour legislation, tax legislation and social security legislation, (e.g., valid work permits, visas, A1 forms, certificates, declarations, etc.). The Supplier shall indemnify NSI and any party in whose name and on whose behalf, NSI is acting against any claim in this regard. The Supplier shall indemnify NSI for all costs and expenses incurred in this respect. Any person employed by the Supplier must be able to communicate in local language and/or English.

**5.5** In the event of a breach or failure by Supplier to meet the agreed-upon delivery schedule or performance standards as specified in the Contract, Supplier shall be liable to pay liquidated damages to NSI as compensation for the losses incurred due to the delay or non-performance.

**5.6** The amount of liquidated damages shall be calculated as 0,5% of the total contract value for each day of delay or non-performance beyond the agreed-upon deadline.

**5.7** NSI shall provide written notice to Supplier specifying the nature of the breach and the commencement of the liquidated damages period. The Supplier shall have 5 business days from receipt of the notice to cure the breach before liquidated damages are owed.

**5.8** Liquidated damages shall be deducted from any amounts owed to the Supplier under the Contract. If the liquidated damages exceed the amount owed, the Supplier shall reimburse NSI for the difference within 14 days of receipt of the invoice.

## **6. Testing and inspection in the course of contract fulfilment**

**6.1** NSI shall be entitled to carry out any inspections at any time during the performance of the Contract by the Supplier. For this express purpose NSI is authorized to enter the Supplier's works and visit the installations and facilities relevant for the performance of the Contract during the Supplier's usual business hours after giving prior notice. The Supplier shall bear all costs incurred in conducting any such inspections.

**6.2** Such inspections shall not constitute a waiver of any contractual or legal rights of NSI.

## **7. Use of subcontractors**

Third parties (in particular any subcontractors) may only be used, employed or replaced by the Supplier for carrying out (part of) the Contract with NSI's prior written consent, with due understanding that the Supplier remains responsible and liable at all times for the correct performance of the Contract. If the Supplier intends to use subcontractors to perform the Contract, the Supplier must inform NSI of this when submitting its offer. There shall be no direct employment relationship whatsoever between the Supplier and/or its personnel, on the one hand, and NSI, on the other and the Supplier indemnifies NSI against damage that may arise as a result of such a (fictitious) employment relationship.

## **8. Delivery, shipping, packaging, passing of risk and ownership**

**8.1** Unless agreed otherwise the delivery of goods shall be made DDP (latest version Incoterms) to the Place of Destination. Unless agreed otherwise the delivery shall be accompanied by two copies of the delivery note, the packing list, CMR (road transport) or AWB (air) or B/L (sea) according to the agreed specifications and all other necessary documents. If known the following details must be included in all shipping documents and – for packaged goods – on the outer packaging: purchase order number, gross and net weight, number of packages and type of packaging (disposable / reusable), completion date as well as Place of Destination (unloading point) and consignee.

**8.2** For third country deliveries (imports), NSI shall become importer of record and the Supplier shall support him with all documents and information necessary to complete and lodge a true import declaration to authorities responsible for customs, as required in the customs legislation of the country of import. The Supplier will (timely) obtain of all licenses

and permits that are required in the country of origin and / or provenance.

**8.3** The Supplier shall notify NSI in writing about the percentage of the content of the package which falls under any, including but limited to the United States of America, Export Controls, laws and regulation.

**8.4** The Supplier shall uphold NSI's interests during the delivery and execution of the Contract. Goods must be packed as so to avoid damage during transport. The Supplier is liable as per the statutory provisions for any damage incurred due to improper or insufficient packaging.

**8.5** For domestic deliveries, upon NSI's request the Supplier shall collect any accumulated outer packaging, transport and sales packaging from the Place of Destination following delivery and dispose of it or having this done by a third party.

**8.6** The Supplier shall package, label and ship hazardous products according to the applicable national and international laws and regulations. The Supplier complies with all obligations for suppliers (pursuant to Article 3 (32) Regulation (EC) No. 1907/2006/EC (hereinafter "**REACH**")) under REACH with respect to the delivery of goods. The Supplier shall in particular provide NSI with a safety data sheet according to Article 31 REACH in the national language of the recipient country in all cases stipulated in Article 31 (1) to (3) REACH.

**8.7** Up until the actual delivery of the goods specified in the Contract together with the documents mentioned in clauses 8.1 and 8.2 at the Place of Destination, the Supplier shall bear the risk of loss or damage. If the parties have agreed a delivery inclusive of installation / assembly / service, the risk of loss or damage shall pass to NSI after the installation / assembly / service has been duly completed in accordance with the Contract and following the handover of the goods.

**8.8** If a formal acceptance is stipulated by law or by the Contract, the deadline for acceptance shall be specified by both parties upon written request by the Supplier. The result of the acceptance inspection shall be documented in an acceptance certificate. Risk of loss shall not pass from the Supplier to NSI before a successful acceptance has been confirmed by NSI in the acceptance certificate. Acceptance may not take place in any other manner, especially not through inspections, expert reports, certificates or records of work. Payment of invoice balances is not an indication of acceptance.

**8.9** Ownership is transferred at the time of delivery of the material/goods or the installation thereof. Any clause which postpones the transfer of ownership or entails reservation regarding this transfer is void and cannot be raised against NSI.

## 9. Force Majeure

**9.1** Any incident or circumstance beyond the Parties' reasonable control and which could not be avoided by exercise of due care, such as but not limited to, acts of God, war, pandemics, epidemics, terrorist attacks, strike, lock-out, shortage of raw materials and energy, obstruction of transportation, fire, explosion, acts of government, or any similar and unforeseeable incident or circumstance affecting one of the Parties or any supplier of upstream products, shall relieve the affected Party from its respective and the other Party from its corresponding obligations thereto under this Agreement for the duration of such incident or circumstance and to the extent of the effects resulting therefrom.

**9.2** If any such case occurs, the Party affected shall inform the other Party immediately indicating the presumable duration and extent of such contingency. Moreover, the Party affected shall promptly use all reasonable efforts to settle such contingencies so that the performance of its obligations under this Agreement can be resumed as soon as possible.

**9.3** Should the incident or circumstance as indicated in clause 9.1 take longer than 5 business days, NSI shall be entitled to terminate this Contract with immediate effect upon written notification thereof.

## 10. Origin and status of goods

**10.1** The Supplier declares the non-preferential origin of goods (country of origin) in commercial documents. In addition, the Supplier provides an ATR movement certificate, if applicable. Upon NSI's request he will provide a proof / certificate of origin specifying the origin of the goods.

**10.2** The goods must comply with the regulations for the preferential origin of goods as per the bilateral or multilateral agreements or the unilateral regulations for the origin of goods pursuant to the Generalized Systems of Preferences (GSP), insofar as the delivery is within the scope of preferential trade.

## 11. Condition of the delivery / service, complaints, rights in the event of defects

**11.1** The Supplier is responsible for delivering goods and/or services free of defects, in particular the Supplier guarantees compliance with the agreed specification, that specified properties and functions are present, that they function correctly, are unused, are made of good materials with good workmanship, are free from any defect and are free from any lien and that they are usable for the intended purpose. In addition, the Supplier guarantees that goods and/or services meet the current technical standards and – if applicable – the generally recognized standards in plant safety, occupational medicine and hygiene; are delivered by qualified personnel and are in line with all pertinent legal regulations. If machines, equipment or plants constitute delivery items, they shall meet the

special safety requirements applicable to machinery, equipment and plants at the time of Contract fulfilment and shall be CE marked or any similar requirements. The Supplier guarantees the soundness and quality of the products until 24 months after the start-up of the installation with a maximum of 36 months after delivery. The guarantee also includes any possible extra (travel, accommodation, special transport and/or test) costs. If Supplier permits NSI to carry out repairs, the guarantee will remain in full force.

**11.2** Further, the Supplier warrants that (i) none of the goods and/or services provided, including all parts, components and raw materials, have been produced, delivered or performed in whole or in part in violation of any applicable trade or economic sanction, export control, embargo or similar legal order or prohibition, regulation, rule, measure, restriction, license, including without limitations of those of the European Union, Switzerland, the United States and the United Nations (hereinafter the "**Sanctions Rules**"), or (ii) none of the third parties engaged in the production of goods and the provision of services (such as auxiliaries, suppliers or subcontractors) are subject to any applicable Sanctions Rules.

**11.3** If applicable, the Supplier guarantees that all materials contained in the goods have effectively been pre-registered, registered (or exempt from the obligation to register) and – if relevant – authorized in accordance with the applicable requirements of REACH for the uses disclosed by NSI.

If the goods classified as an article according to Article 7 REACH, the preceding sentence shall also apply to substances released from such goods. Moreover, the Supplier shall forthwith notify NSI if a component of the product contains a substance in a concentration exceeding 0.1 mass percent (W/W) if this substance fulfils the criteria of Articles 57 and 59 REACH (so-called substances of very high concern). This also applies to packaging products.

**11.4** NSI shall notify any obvious defects to the Supplier within two (2) months following receipt of the goods at the Place of Destination. NSI must report any non-visible defects within two (2) months of their discovery. The time limits in this article shall be considered by the parties to be a reasonable time.

**11.5** In the event of defects / shortcomings, the Supplier is liable, and NSI has the choice to demand delivery of the missing, repair (rectification) or replacement of the delivered goods and/or (partial) dissolution or proportional price reduction, without prejudice to NSI's other claims.

**11.6** In the event of rectification, the method of rectification is at the discretion of NSI. For the purposes of the rectification, the goods shall be made available to the Supplier either at the Place of Destination or at the location where the goods were located when defects were identified, according to NSI's preference.



The Supplier must execute rectification in all respects in accordance with NSI's instructions and requirements. In case of rectification or replacement, the date of rectification or replacement is considered the date of original delivery and restarts the warranty period. If (i) rectification has not been effected within a reasonable period, (ii) rectification has failed or is not possible, or (iii) it is not necessary by applicable law to fix a time period for rectification, NSI shall be entitled to amend its choice from the first sentence of this Article.

**11.7** Supplier is liable for and will indemnify NSI against all costs and damage that are directly or indirectly the consequence of non-performance, failure to perform on time or improper performance of any obligation under the Contract by Supplier (including its subordinates and auxiliary persons) or of the breach of any rule or statutory provision by the Supplier. The duty of Supplier to indemnify NSI also applies to actions brought against NSI by third parties including the costs of opposing the claims made by third parties.

## **12. Infringing property rights**

It is the Supplier's responsibility to ensure that the delivery of the goods and / or provision of the services and the use thereof by NSI pursuant to the Contract will not infringe any patent laws, copyright or other proprietary rights of third parties. The Supplier indemnifies NSI from any third-party claims for which NSI may be held liable as a result of the infringement of any of the aforementioned property rights, including costs of defence in court.

## **13. Insurance**

The Supplier shall maintain sufficient liability insurance at its own expense for damage for which it or its subcontractors or agents is vicariously liable are responsible. Evidence of the amount of insurance coverage for each occurrence of damage shall be provided to NSI upon request. The Supplier's contractual and legal liability remains unaffected by the extent and amount of its insurance coverage.

## **14. Invoicing, payment**

**14.1** The agreed price is an all-in price and therefore includes the full performance of the Contract, delivery of goods and services and all related documentation, as well as all costs incurred by the Supplier and all obligations imposed on the Supplier by the government. All prices are net of any applicable Value-Added Tax (VAT). Invoices are solely to be issued for deliveries made and services provided. These invoices shall comply with the relevant statutory invoicing requirements according to the national VAT legislations to which the deliveries / services being invoiced are subject. When using self-billing (evaluated receipt settlement), the Supplier must transfer to NSI all data

required as per the applicable VAT legislation specified in advance.

**14.2** The Supplier must provide a separate invoice for each purchase order. The invoice must include NSI's full order number and, if applicable, the Supplier's delivery note number. Certificates of work completed and any other records are to be submitted with the invoice. Invoices must correspond to the information in the purchase order in respect of the goods described, price, quantity, the order of the items and item numbers. Invoices are to be sent to the billing address specified by NSI in the purchase order.

**14.3** The payment term is sixty (60) days after receipt of the relevant invoice that meets the applicable VAT requirements, unless otherwise stipulated in the relevant Contract.

**14.4** The Supplier is responsible for informing NSI in a timely and correct manner about the (change of) qualification of the Supplier's company. NSI is in no way responsible for investigating the accuracy of the information provided as a result of this clause.

In the case of self-billing, the payment term starts on the date on which the invoice is issued.

**14.5** Payment by NSI shall not be an indication of i) acceptance of the quality of goods and/or services ii) shall not constitute a waiver of NSI with regard to deliveries made / services provided that differed from those as agreed upon, iii) a waiver of NSI's rights to inspection, and iv) the right to find fault with an invoice due to other reasons.

## **15. Assignment of contract, transfer, offsetting, retention**

**15.1** The Supplier may assign the rights and obligations under the Contract with NSI to third parties only with the prior written consent of NSI.

**15.2** NSI may assign the rights and obligations under the Contract with the Supplier to Nijhuis Saur Industries B.V. or to any entity that is directly or indirectly controlled by or under common control of Nijhuis Saur Industries B.V. whether by ownership of at least 50 % of the voting rights, contract, or otherwise, at any time without the Supplier's prior written consent. NSI may also transfer the rights and obligations under the Contract with the Supplier without the Supplier's prior consent in the event of the transfer of (a part of) NSI's business or business unit to a third party without the Supplier's prior written consent.

**15.3** The Supplier is only permitted to offset claims that are undisputed or substantiated by court judgement. The Supplier is only entitled to a right of retention if the claim, due to which the right of retention shall be deemed valid, has its origins in the same contractual relationship.

## 16. Termination, Rescission

**16.1** The Contract may be terminated by NSI without notice in the event of a good cause. Grounds for good cause shall, but without limitation, include:

- a breach of duty by the Supplier which cannot be remedied, or if it can be remedied, is not remedied within a reasonable period of time stipulated by NSI after the written complaint is received; or
- a considerable deterioration of Supplier's financial situation which threatens to impact such party's ability to perform its obligations under the Contract and / or to discharge of its tax and / or social liabilities; or
- the purchase or use of the goods or the service is or will be either entirely or partly impermissible for NSI due to legal or official regulations.

If NSI terminates the Contract for good cause and if other existing contracts between NSI and the Supplier cannot be maintained for the same grounds for good cause, NSI shall also be entitled to terminate such other contracts existing at the time of termination and contracts which have not yet been fulfilled against a pro rata remuneration for the services already provided. In such events, the Supplier is not entitled to any further claims for damages, reimbursement of expenses or remuneration.

**16.2** If the Supplier has acquired from NSI any documents, records, plans or drawings within the scope of or for the purposes of fulfilling the Contract the Supplier must forthwith hand them over to NSI in the event of termination of the Contract by NSI, including (digital) copies. These requirements apply likewise in the event of rescission of the Contract.

## 17. Documents, confidentiality, rights of use

**17.1** The Supplier must submit to NSI any plans, calculations or other documents in order for review for NSI to determine whether the contractual deadline for execution will be met.

**17.2** The review of any documents by NSI shall not relieve the Supplier of any of its responsibilities regarding those documents under the Contract.

**17.3** Any models, samples, drawings, data, materials and other documents provided to the Supplier by NSI (hereinafter "**Documentation**") shall remain the property of NSI and must be returned to NSI forthwith upon its request at any point in time. The Supplier shall have no rights to retain any Documentation. The Supplier must observe the proprietary rights of NSI in and to all Documentation.

**17.4** The Supplier is obliged to keep confidential all technical, scientific, commercial and other information obtained either directly or indirectly within the scope of the Contract from NSI or any of her affiliates, in particular the information given in the Documentation (hereinafter "**Confidential Information**"). The Supplier may not exploit Confidential Information for commercial purposes, make it the object of industrial

property rights, pass it on or make it accessible to third parties in any way, or use it for any purpose other than fulfilling the Contract. This obligation shall be subject to any disclosure requirements of a legal, judicial or official nature. The aforementioned confidentiality obligation shall continue to apply for a period of ten (10) years after the Contract has ended.

**17.5** This confidentiality requirement shall not include any information that the Supplier lawfully possessed prior to NSI's disclosure of such information, or is lawfully known to the public, or has been lawfully obtained from a third party. Also excluded from this confidentiality requirement shall be information that is disclosed to persons subject to an obligation to confidentiality, whereas the Supplier shall not release such a person from his/her obligation to confidentiality. The burden of proof for such an exception lies with the Supplier. The Supplier shall ensure that his/her employees and vicarious agents subject to this confidentiality agreement are obliged to confidentiality according to the rules set forth in these General Conditions of Purchase by means of appropriate contractual agreements, too. Upon request, the Supplier shall demonstrate compliance with these obligations to NSI in writing.

**17.6** The Supplier shall specifically undertake all required and appropriate precautions and measures to effectively protect the Confidential Information in her possession at all times against loss or against unauthorized access. This includes in particular the creation and maintenance of appropriate, required access and entry precautions for facilities, repositories, IT systems, data storage devices and other information storage devices, especially those which contain Confidential Information. This also includes informing and instructing those people who are granted access to Confidential Information pursuant to this clause. The Supplier is required to promptly notify NSI in writing in the event that Confidential Information is lost and/or accessed by unauthorized parties.

**17.7** "**Work Results**" are all results of the Supplier's work that arise in connection with the order as well as the results of the work of third parties that have been brought in by the Supplier to perform the Contract with regard to the production of Work Results as well as all of the Supplier's copyright-protected items and services that may arise in the course of Contract performance, including, without limitation, all plans, drawings, graphics, calculations and other documents.

**17.8** The Supplier shall grant NSI the right, freely transferable and/or sublicensable to third parties, and unremunerated without any restrictions as to area, content or time, to use the Work Results in all known media formats including electronic media, internet and online media saved to all imaging, audio and data storage devices, for the contractually agreed purposes or purposes implied as per the Contract. The purposes implied as per the Contract include, in particular, the

right to edit and process, to store in all media and to reproduce. The Supplier shall obtain any necessary granting of rights by third parties for this purpose. NSI accepts the granting of the right.

**17.9** Moreover, the Supplier shall grant NSI an exclusive and unremunerated right to use the Work Results that the Supplier created specifically for NSI or had third parties create specifically for NSI and shall obtain any necessary rights from third parties. NSI accepts the granting of the right. Pre-existing rights of the Supplier or of third parties shall remain unaffected hereby.

**17.10** NSI has the right in particular to exploit, duplicate and distribute such Work Results wholly or in part as well as to modify them, revise them, or have the aforementioned activities carried out by third parties. NSI also has the right to grant third parties the same complete rights to use such Work Results wholly or in part inclusive of any intermediate changes and/or revisions.

**17.11** In case the Supplier, in the course of the performance of the Contract, receives or otherwise obtains from NSI personal data related to employees of NSI or other parties for which NSI is responsible (hereinafter referred to as "**Personal Data**") the following provisions shall apply.

If processing of Personal Data disclosed is not carried out on behalf of NSI, Supplier shall only be entitled to process Personal Data for the performance of the respective Contract. Supplier shall not, except as permitted by applicable laws, process Personal Data otherwise, in particular disclose Personal Data to third parties and/or analyse such data for its own purposes and/or form a profile.

If and to the extent permitted by applicable laws, the Supplier is entitled to further process the Personal Data, in particular to transmit Personal Data to its affiliated companies for the purpose of performing the respective Contract. The Supplier shall ensure that Personal Data is only accessible by its employees, if and to the extent such employees require access for the performance of the respective Contract (need-to-know-principle). The Supplier shall structure its internal organization in a way that ensures compliance with the requirements of data protection laws. In particular, the Supplier shall take technical and organizational measures to ensure a level of security appropriate to the risk of misuse and loss of Personal Data. The Supplier will not acquire ownership of or other proprietary rights to the Personal Data and is obliged, according to applicable laws, to rectify, erase and/or restrict the processing of the Personal Data. Any right of retention of the Supplier with regards to Personal Data shall be excluded.

In addition to its statutory obligations, the Supplier shall inform NSI in case of a Personal Data breach, in particular in case of loss, without undue delay, however

not later than 24 hours after having become aware of it. Upon termination or expiration of the respective Contract, the Supplier shall, according to applicable laws, erase all Personal Data including any and all copies thereof.

## **18. ESG and CSR**

**18.1** The Supplier acknowledges the importance of environmental sustainability and agrees to actively work towards reducing its carbon footprint. This includes taking measurable steps to decrease CO2 emissions in all aspects of its operations, including but not limited to production, transportation, and waste management.

**18.2** The Supplier commits to achieving a minimum reduction in CO2 emissions per year, compared to the baseline year of the Contract. The Supplier shall establish and implement a CO2 reduction plan outlining specific actions and milestones to meet this target.

**18.3** The Supplier agrees to monitor its CO2 emissions and report progress annually to NSI. The report shall include detailed data on current emission levels, actions taken to reduce emissions, and an evaluation of progress towards the reduction targets. All reports must adhere to the standards and guidelines set by internationally recognized environmental frameworks.

**18.4** The Supplier shall engage in continuous improvement practices regarding environmental impact and CO2 emissions. This includes exploring and adopting new technologies, processes, and practices that contribute to emission reductions.

## **19. NIS2**

**19.1** The Supplier acknowledges the importance of maintaining robust cybersecurity measures and agrees to comply with the NIS2 (Network and Information Systems) Directive (Directive (EU) 2022/2555) and any applicable national legislation implementing the NIS2 Directive.

**19.2** The Supplier shall implement appropriate technical and organizational measures to manage the risks posed to the security of network and information systems used in their operations.

**19.3** The Supplier must promptly report any significant security incidents that impact the continuity of essential services or the security of network and information systems to NSI and the relevant national competent authority. The report shall include the nature of the incident, its potential impact, and the mitigation measures taken.

**19.4** The Supplier shall ensure that any subcontractors or third parties involved in providing services under the Contract also comply with the NIS2 Directive requirements. The Supplier remains responsible for the cybersecurity practices of its subcontractors and other third parties.

**19.5** NSI reserves the right to conduct audits, or to appoint third parties to conduct audits, to verify the

Supplier's compliance with the NIS2 Directive. The Supplier agrees to cooperate fully with such audits and provide all necessary documentation and access to relevant systems.

## **20. Storage of documents and support during reviews**

NSI has the right to view and make copies or duplicate for its own purposes of all documents in connection with the delivery of goods or provision of services during Supplier's usual business hours. This right remains valid for the statutory safekeeping period – at least three (3) years starting from the date of acceptance or delivery. The Supplier is obliged to provide assistance with reviews. To the extent to which these documents contain confidential information about the Supplier such as NSI internal calculations, agreements or confidential information about business partners and/or employees, NSI's viewing rights shall be barred.

## **21. Publicity ban, severability clause, applicable law, place of jurisdiction**

**21.1** The Supplier may only refer to or publicly disclose its business relationship with NSI, including the use of the trademarks of NSI, with the prior written consent of NSI.

**21.2** The invalidity or unenforceability of any provision or part of a provision of the Contract shall not affect the validity of the entire Contract. In this case, the parties will endeavour to negotiate a new valid clause that is as close as possible to the invalid clause within the scope of the Contract.

**21.3** The Contract shall be construed and be subject to the laws of the country where the NSI Affiliate has its registered office, without regard to its conflict of law provisions with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") dated 11 April 1980 and the applicable law's rules on the conflict-of-laws.

**21.4** At NSI Affiliate's discretion, the jurisdiction for any disputes shall be either the court with jurisdiction over NSI Affiliate's registered office or the court with jurisdiction as determined by the applicable law.

October 2024