

# **GENERAL TERMS OF PURCHASE OF EVIDENT EUROPE GMBH AND EVIDENT TECHNOLOGY CENTER EUROPE GMBH**

## **1. General**

1.1. The following general terms of purchase (hereinafter "GTP") shall apply to all contracts that involve ordering goods or services by Evident Europe GmbH, Caffamacherreihe 8-10, 20355 Hamburg, Germany, registered at the Hamburg commercial register under number HRB 170281 and its branch offices and by EVIDENT Technology Center Europe GmbH, Wilhelm-Schickard-Str. 3, 48149 Münster, Germany, registered at the Münster commercial register under number HRB 10405 (Evident Europe GmbH, its branch offices and EVIDENT Technology Center Europe GmbH each hereinafter "Evident") from the contractual partner (hereinafter "Supplier"). They shall apply only vis-à-vis commercial entities/business persons (*Unternehmer*), governmental entities, or special governmental estates within the meaning of Section 310 para. 1 BGB (German Civil Code).

1.2. These GTP shall apply exclusively. Different, conflicting or supplementary general terms and conditions and/or other limitations of the Supplier shall not be accepted by Evident, unless Evident accepted them in individual cases, expressly and in writing, instead of these GTP. This approval requirement as well these GTP shall also apply should Evident unconditionally accept the delivery or performance by the Supplier in full knowledge of the conflicting or deviating terms of the Supplier.

1.3. Any individual agreements with the Supplier shall prevail in any case. As regards the content of such agreements an agreement in writing or via e-mail and/or Evident's confirmation in writing or via e-mail shall be decisive. Changes to these GTP must be made in writing or via e-mail to be effective.

1.4. These GTP shall also apply to future business between the Supplier and Evident in case of an ongoing business relation.

## **2. Orders**

2.1. The Supplier shall be obligated to accept an order placed by Evident within the time period set by Evident, either in writing, via e-mail or in agreed electronic form (order confirmation) or by rendering the service without reservation (delivery). Unless the order of Evident includes an express commitment period, Evident shall abide by it for a period of two (2) weeks following the date of the order. Receipt of the order confirmation or delivery at Evident shall be relevant for the timely acceptance. A delayed order confirmation, or an order confirmation amending the original order, shall be considered a new offer, requiring acceptance by Evident.

2.2. In principle, orders of Evident shall be binding only if made in writing, via e-mail or in agreed electronic form. Verbal orders or changes to an order shall be binding only if confirmed by Evident in writing, via e-mail or in agreed electronic form. This form requirement may be waived only by written agreement or by agreement via e-mail.

2.3. Mere quote requests of Evident shall be subject to confirmation and understood only as a request to the Supplier to make an offer on his part.

2.4. If Evident informed the Supplier about the intended purpose of the delivery or service, the Supplier shall be obligated to inform Evident promptly if the Supplier's delivery or service is not suited to fulfil this intended purpose. In this case Evident shall be entitled to withdraw from the contract without having to pay damages on its part.

2.5. The Supplier shall conduct correspondence associated with an order only with the department of Evident that placed the order by specifying the order number, order date and other purchase order indicators.

2.6. The Supplier shall bear its procurement risk for its deliveries and services unless otherwise agreed.

### **3. Prices**

3.1. All prices shall include statutory value added tax, unless it is stated separately.

3.2. If the Supplier reduces his list prices between the order and the delivery to Evident, Evident shall be entitled to request that the price arranged between Evident and the Supplier be adjusted in the same proportion as the difference between the list price applicable at the time of conclusion of the contract and the list price applicable at the time of delivery to Evident. This only applies, however, if the agreed prices were not expressly agreed as fixed prices and if there are more than four (4) months between conclusion of the contract and delivery.

3.3. In the absence of a written arrangement to the contrary, the price shall include delivery and transport to the shipping address stated in the contract (if no shipping address is stated: to Evident's place of business) including packaging. Upon request, the Supplier shall be obligated to take back the packaging material.

### **4. Payment Terms**

4.1. Unless expressly arranged otherwise in writing, the arranged prices shall be payable within thirty (30) calendar days without any deductions, or within fourteen (14) calendar days with a 2% discount on the gross price of the invoice, from the time the invoiced delivery or the service is accepted, or if acceptance is not required, from the time delivery and service is complete and Evident receives a proper invoice. However, under no circumstances shall the payment period begin before the agreed delivery date. Deduction of discount shall also be permissible if Evident sets off or withholds payments due to defects.

4.2. For each individual order invoices shall correspond to the order in phrasing, sequence of the text and prices and include the information stated in Item 2.5. Duplicates of invoices shall be labelled as such. Value added tax shall be shown separately in the invoice.

4.3. If one of the data mentioned in Item 2.5 is missing in the invoices and this is resulting in delayed processing, the payment periods specified in Item 4.1 shall be extended by the duration of the delay.

4.4. Evident shall not owe any interest after due date. The right to payment of default interest shall remain unaffected. In case of default Evident shall owe default interest in the amount of five percentage points above the base rate according to Section 247 BGB (German Civil Code).

### **5. Delivery Date and Delay in Delivery**

5.1. Arranged delivery dates (delivery times and deadlines) shall be binding.

5.2. Early deliveries shall be permissible only with written approval of Evident. If, in the event of an early delivery, no such approval was given, Evident shall be entitled to apply the prescribed delivery time to the invoice or refuse to take delivery.

5.3. Receipt at the place of receipt specified by Evident shall be relevant for the timeliness of deliveries; for deliveries involving installation or assembly as well as other services acceptance shall be relevant for the timeliness of deliveries.

5.4. Insofar as the Supplier has reason to assume that it will be unable to fulfil its contractual obligations in whole or in part, or in due time, it shall notify Evident immediately in writing by stating reasons and specifying the expected duration of the delay.

5.5. If the Supplier fails to perform, or fails to perform within the arranged delivery time, Evident shall be entitled to the statutory claims against the Supplier without limitation. If the date on which the delivery must be made at the latest can be determined by virtue of the contract, the Supplier shall be in default at the end of such date, without this requiring a reminder. In addition to further statutory claims, Evident shall be entitled to claim liquidated damages caused by default in the amount of 1% of the net price per completed calendar week, but not more than 5% of the net price of the goods delivered or services rendered late. Evident

reserves the right to prove that a higher loss has been incurred. The Supplier may prove that no damage or only considerably less damage has been incurred.

## **6. Delivery, Passing of Risk, Place of Performance**

6.1. Delivery shall be at the Supplier's expense and risk. For deliveries involving installation or assembly, the risk shall pass upon acceptance. Moreover, in case of an agreed acceptance procedure the statutory provisions pertaining to contracts to produce a work (*Werkvertragsrecht*) apply accordingly. For deliveries without installation or assembly the risk passes upon receipt at the place of receipt specified by Evident in the order. Even if shipping has been arranged, the risk shall pass to Evident not until the goods or services were handed over to Evident at the arranged place of destination. If a place of destination is not specified, delivery shall be made to place of business of Evident.

6.2. Unless stipulated otherwise, the shipping and packaging costs, insurances, customs duties, fees, taxes and other dues shall be at the Supplier's expense. In this case Evident shall be entitled to give instructions about the mode of transport, the carrier and the shipper.

6.3. The Supplier shall also be responsible for any additional costs arising from the failure of complying with shipping or packaging regulations or for any expedited shipping necessary to maintain the delivery date.

6.4. If the parties expressly arranged delivery ex works or ex stock of the Supplier, shipping must be made at the lowest cost, in each case, unless Evident stipulated a specific mode of transport.

6.5. Without prior written approval of Evident the Supplier shall not be entitled to partial deliveries or partial performance.

6.6. The Supplier shall package delivered goods as customary in trade. It shall package, label and ship hazardous goods in accordance with the pertinent domestic or international regulations, applicable in each case. In addition to the hazard class, the accompanying documents shall also include other information stipulated by the respective shipping regulations.

6.7. A dispatch note must be sent to Evident via e-mail or fax no later than upon dispatch. The Supplier shall enclose a delivery note with the delivery item by specifying the date (issue and shipping), the content of the shipment (product description, item number and number of items) as well as specify the order information within the meaning of Item 2.5. If the delivery note is missing or incomplete, Evident shall not be responsible for any resulting delays in payment; the payment periods stated in Item 4.1 shall be extended by the time of the delay.

6.8. All shipments made in breach of Item 6.7. 2<sup>nd</sup> sentence hereinabove shall be stored at the Supplier's expense and risk until the arrival of the documents issued in accordance with the contract. Evident shall be entitled to ascertain the content and condition of such shipments at the Supplier's expense.

6.9. The Supplier shall provide all supporting documents (e.g. certificates of origin, safety data sheets, product-specific documentation) required for Evident to clear customs or gain other benefits.

6.10. Evident does not assume any costs for the insurance of the goods, in particular not any costs of a forwarding insurance. This shall also apply if insurance had been obtained in previous transportation agreements or if the value of the goods pursuant to no. 21.2 ADSp (German Freight Forwarders' General Terms and Conditions) is exceeded. This regulation includes no instruction to the Supplier to refrain from taking out insurance.

## **7. Spare Parts**

7.1. The Supplier undertakes to supply spare parts for the duration of the estimated technical use, at least however another ten years following delivery at reasonable prices and pursuant to the terms of the respective underlying contract.

7.2. If the Supplier discontinues the delivery of spare parts after the end of the aforementioned time period, he shall promptly inform Evident and give Evident the opportunity to place a final order. Such notification shall be made at least six (6) months before the latest possible time for placing orders.

## **8. Warranty**

8.1. The Supplier warrants that the goods and services are free of defects in quality or title and that they comply with the contractually agreed properties. The Supplier in particular guarantees that its deliveries and services conform recognised standards of technology, statutory and official safety and environmental protection regulations in force in the Federal Republic of Germany or which have been adopted subject to a transitional period. The Supplier moreover warrants that it will observe all applicable laws, directives and regulations of a domestic or international nature (e.g. REACH, WEEE, RoHS or any domestic regulations based upon the foregoing) as amended from time to time and that it will fulfil any measures based on such as well as that it will provide evidence in this regard upon request of Evident.

8.2. In the case of defects in quality or title Evident shall be entitled to the statutory claims without limitation, unless provided for differently in the following. The limitation period for warranty claims in connection with all defects in quality and title shall be twenty-four (24) months, unless the statutory regulations provide for a longer limitation period.

8.3. Different from Section 442, para. 1, 2<sup>nd</sup> sentence BGB (German Civil Code), Evident shall be entitled to warranty claims without limitation, even if the defect remained unknown at the time of contract conclusion due to gross negligence. Moreover, Evident's acceptance of presented samples or patterns may not be deemed as to constitute a waiver of warranty claims.

8.4. The statutory provisions (Sections 377, 381 HGB, German Commercial Code) apply to the commercial obligation to inspect and to the requirement to give notice of defects, subject to the following: Evident's duty to inspect shall be limited to defects that become obvious through external examination during the incoming goods inspection including inspection of the delivery documents as well as during Evident's quality control using sampling. If an acceptance has been agreed upon, the duty to inspect shall not apply. Apart from the foregoing, it shall depend on the circumstances of the individual case to what extent an examination is reasonable within the proper course of business. Evident shall notify the Supplier of any noticeable defects within fourteen (14) calendar days after the passing of the risk. Evident shall notify the Supplier of any defects that were not noticeable at that time, but were detected later, within a period of fourteen (14) calendar days following their discovery.

8.5. In the event of defects Evident shall, at its own choice, be entitled to demand from the Supplier rectification or defect-free replacement delivery.

8.6. At Evident's request, subsequent fulfilment shall also include removal of the defective goods and reinstallation of the repaired goods or goods delivered as replacements, provided that the goods have been incorporated into another item or attached to another item in accordance with their intended purpose. The claim for reimbursement of expenses under Section 439 para. 3 BGB shall not only apply in cases of installation and attachment to another item, but also in other cases of foreseeable modifications of the goods. The claim for reimbursement of expenses is only excluded in the event of positive knowledge of the defect during installation or attachment.

8.7. Costs incurred in connection with the examination and subsequent fulfilment (including possible disassembly and reassembly costs as well as cost of an expert to determine the cause) shall be borne by the Supplier. If one type of subsequent fulfilment is impossible or can be refused because of the disproportionate costs, the Supplier cannot refuse the other type of subsequent fulfilment because of disproportionate costs. However, if the costs of the other type of subsequent fulfilment are disproportionate, the Supplier may limit the reimbursement of expenses to an appropriate amount. Evident may demand advance payment from the Supplier for expenses incurred by Evident in the course of subsequent fulfilment which are to be reimbursed by the Supplier. Evident's liability in case of an unjustified demand to remedy

defects remains unaffected; in such case Evident may only be held liable if Evident recognised or had been grossly negligent in failing to recognise that there was no defect.

8.8. If the Supplier does not observe its duty to subsequent fulfilment within a reasonable deadline set by Evident, Evident may rectify the defect itself (or through third parties) and claim reimbursement of incurred expenses or demand an appropriate advance payment. If subsequent fulfilment by the Supplier has failed or is otherwise unreasonable on part of Evident (e.g. in case of special urgency, operating safety hazard or imminent occurrence of disproportionate damages) the setting of a deadline is obsolete; Evident shall inform the Supplier (if possible in advance) of such circumstances.

8.9. Once the Supplier receives the written notification of defects from Evident the limitation of warranty claims shall be suspended. In case of replacement deliveries and rectification of defects the warranty period for replaced and rectified parts shall restart as of that time unless Evident had to assume based on behaviour of the Supplier that the Supplier did not want to assume any obligation to undertake such measure but made replacement delivery or rectification based only on good-will or for similar reasons.

8.10. Evident is entitled to the legally determined recourse claims of Evident within a supply chain (seller recourse according to Sections 445a, 445b BGB) in addition to the claims for defects without limitation. Claims by Evident for supplier recourse shall also apply if the defective goods have been further processed by Evident or another company, e.g. by installation in another product.

8.11. If Evident notifies the Supplier before recognizing or fulfilling a claim for defects asserted by its customer and requests from the Supplier a written statement with a brief description of the facts and the Supplier does not respond to this within a reasonable period or does not bring about an amicable solution, the claim for defects and/or reimbursement of expenses actually granted by Evident shall be deemed as owed to its customer; in this case, the Supplier shall be responsible for providing evidence to the contrary.

## **9. Product liability – Indemnity**

9.1. To the extent that the Supplier or his supplier is responsible for a supplied defective product, he shall be obligated to indemnify Evident from damage claims asserted by third parties for personal injury and /or material loss upon first request insofar as the cause lies within his domain and organizational area, and he is himself liable vis-à-vis such third parties.

9.2. As part of his liability for claims within the meaning of Item 9.1 the Supplier shall also be obligated to refund any expenses pursuant to sections 683, 670 BGB (German Civil Code) or pursuant to sections 830, 840, 426 BGB (German Civil Code) that result from or in connection with a recall campaign.

## **10. Insurances**

The Supplier undertakes to take out and maintain sufficient liability insurance, including product liability insurance, at his own expense with a minimum cover in the blanket sum of EUR 5 million per case of personal injury/property damage, and agrees to submit these insurance contracts to Evident for inspection upon first request.

## **11. Cartel Damages**

11.1 The Supplier undertakes to only offer at prices and conditions, which are not based on unlawful coordination with competitors from an antitrust view point of view. To the extent that it has been established by a non-appealable court decision or an enforceable decision of the competition authorities that the Supplier has participated – during the period of receipt by Evident of goods or services – in such unlawful coordination with competitors aiming at restricting competition in the form of fixing of prices, output or sales limitations or allocation of customers or territory, the Supplier is obligated to pay liquidated damages for the time period of proven involvement in the infringement. Such damages amount to 8% of the values invoiced by the Supplier, applied to the cartelised goods and services received by Evident during the relevant period.

The Supplier may demonstrate that no or significantly lower damages were incurred. Evident is entitled to claim further damages.

11.2 The Supplier is obliged to pay damages even if the term of the underlying contract has expired as of the date of assertion of claims or the contract has been terminated.

## **12. Industrial Property Rights**

12.1. The Supplier warrants that all goods and services rendered by him in connection with the contract performance within the European Union or in any other countries in which the Supplier has its goods produced - also with regard to their intended use - do not infringe any third-party industrial property rights.

12.2. The Supplier shall indemnify and hold harmless Evident upon first request from all third-party claims resulting in connection with the infringement of industrial property rights pursuant to Item 11.1. and shall reimburse to Evident all expenses incurred in connection with such claims.

12.3. If inventions, improvements or other results capable to intellectual property protection, are generated at the level of the Supplier in connection with the execution of the delivery or the service ordered based on information, documents or models provided by Evident, Evident shall - at the time such rights come into existence at the latest upon their acquisition - have an irrevocable, cost-free, nonexclusive, transferable and sub-licensable right to use and exploit these inventions, improvements, results and any corresponding industrial property rights free from third party rights without limitation as to time, territorial or factual scope (including the right to edit and develop). The Supplier shall be obligated to inform Evident promptly about any such inventions, improvements, results and industrial property rights.

12.4. If the Supplier has industrial property rights to the deliveries or services ordered, or parts thereof, or to methods for their production, Evident must be notified of such rights upon request by specifying the registration or application number of the industrial property right.

## **13. Quality Assurance Standards**

13.1 The Supplier must carry out its quality assurance measures in a way that ensures that its goods/services in particular comply with the specifications determined by Evident and every product/service is provided in the agreed quality, at the agreed time, at the agreed place and in the agreed format. To ensure such quality of its goods/services the Supplier has to maintain an effective quality assurance system and apply adequate procedures to further develop its quality assurance system pursuant to ISO 9001.

13.2. Should the Supplier intend to fully or partially commission work to subcontractors, the following terms must be observed: prior information of and approval by Evident; quality assurance system of Supplier secures that subcontractors are inspected on a regular basis; Supplier must include jointly accepted subcontractors in its quality management system and is fully liable for subcontractors' quality and all consequences resulting therefrom. If any of the foregoing is not complied with, Evident reserves its right to take measures which can lead to a cancellation of orders of goods/services or to the denial of acceptance of products/services.

13.3. If the Supplier finds an increase of deviations between the actual and the agreed quality of any product (quality deteriorations), it will immediately inform Evident thereof and about any intended countermeasures. Prior to changes of manufacturing processes, materials or supply parts of the products, the moving of production sites, further, prior to changes of processes or installations to test the products or of other quality assurance measures, the Supplier will comprehensively inform Evident in due time so that Evident is able to investigate whether these changes may have negative effects. Should this be the case or if such risk is evidently imminent, Evident may fully or partially withdraw from the contract.

13.4. Within the scope of a trusting cooperation the Supplier grants Evident the right to inspect at any time through an employee the relevant production sites and offices in order to control compliance with quality assurance measures and the requirements (if applicable) of medical devices- and product liability law with

regard to the goods. Evident may demand the same from the Supplier for the notified body, which is entitled to inspect and/or audit suppliers within the scope of the conformity assessment procedure, if there is a pertinent cause, as well as for every other competent authority.

13.5. The Supplier shall ensure by way of marking of the goods and other adequate measures that in case of a deficiency of a product it may immediately determine which other products may be affected. Evident shall be informed of such labelling system to enable Evident to carry out its own investigations, if necessary.

#### **14. Ownership and Ownership Protection**

14.1. Tools, measuring and testing equipment, devices, models, samples, production equipment, materials, drawings, work instructions, manuscripts, calculations, product descriptions, films, photographs, etc. made available by Evident to the Supplier or produced for contractual purposes and charged to Evident separately by the Supplier shall remain the property of Evident or become the property of Evident, even if they remain in the possession of the Supplier. They shall be identified by the Supplier as property of OM Evident, kept safely, secured against unauthorized access and use, secured against damage of any kind, and used only for purposes of this contract. Like subsequently produced items and services rendered, they may neither be duplicated nor passed on to third parties or destroyed without the written consent of Evident.

14.2. In the absence of an arrangement to the contrary, each of the contractual partners shall bear half of the costs for maintaining and repairing the aforementioned items. However, inasmuch as these costs can be attributed to defects of such items produced by the Supplier or to improper use or storage on the part of the Supplier, his employees or other vicarious agents, they shall be solely borne by the Supplier. The Supplier shall promptly inform Evident of any significant damages to these items.

14.3. Upon request by Evident, the Supplier shall hand out to Evident all items as defined in Item 14.1 in an orderly condition.

14.4. Notwithstanding the definition of "manufacturer" in the regulatory sense, any processing (i.e. manufacturing, mixing or combining) by the Supplier of items provided by Evident is carried out on behalf of Evident. The same applies in case of processing of the delivered goods by Evident so that Evident is considered as manufacturer and acquires ownership of the product at the latest at processing pursuant to the statutory provisions.

14.5. Transfer of the goods to Evident shall take place unconditionally and regardless of payment of the purchase price. Where in any individual case Evident accepts the Supplier's offer being subject to payment of the purchase price, such reservation of title of the Supplier expires at the latest with payment of the purchase price for the delivered goods. Evident is entitled to resell the goods within the standard course of business even prior to payment of the purchase price against advance assignment of the receivables resulting therefrom (precautionary applicability of a simple and - limited to the resale - prolonged retention of title). Excluded are all further types of retention of title, in particular the extended and the forwarded retention of title and the prolonged retention of title applied to further processing.

#### **15. Documents, Confidentiality, Publications**

15.1. The Supplier shall be obligated to make available to Evident all documents and information required for use, assembly, operation and maintenance free of charge.

15.2. Unless otherwise agreed in writing, the Supplier is obliged to keep confidential all information and documents (with the exception of publicly available information) made available to it in connection with the order for a period of three (3) years after conclusion of the contract and to use them only for the execution of the order. Upon request, it will immediately return the information and documents to Evident upon completion of inquiries or after completion of orders and commit his subcontractors in accordance with this section 15.2.

15.3 When quoting references or publishing, for example, informational or promotional material, the Supplier may name the company or trademarks of Evident only with Evident's prior written consent.

## **16. Export Control**

16.1. The Supplier shall ensure that the goods and/or services supplied by it (including the transport and delivery process) are not subject to any restrictions under foreign trade economic, financial or other sanctions of the United Nations, the EU, the Federal Republic of Germany or the United States of America.

16.2. In the event that the funds and economic resources of the Supplier are or will be frozen at the scheduled time of delivery due to sanction regulations of the United Nations, the European Union, the Federal Republic of Germany or the United States of America and/or there is a ban on making funds or economic resources directly or indirectly available to or for the benefit of the Supplier at the scheduled time of delivery due to sanction regulations of the United Nations, the European Union, the Federal Republic of Germany or the United States of America, Evident shall be released from its obligation to perform. The supplier shall not be entitled to any claims for damages. However, the Supplier shall be obliged to repay to Evident any advance payments made by Evident prior to delivery.

16.3. Clause 16.1. and 16.2. shall not apply if compliance with United States of America's sanctions violates Regulation (EEC) 2271/96, as amended, and a corresponding obligation would constitute a violation of Section 7 of the Foreign Trade and Payments Ordinance.

16.4. If Evident has doubts as to whether the Supplier is acting or intends to act in accordance with this obligation, Evident shall be entitled to require the Supplier to provide appropriate evidence (e.g. end-use declarations, licenses, etc.) that the goods and/or services comply with clause 16.1. of this provision. If, in such a case, the Supplier fails to provide proof, or fails to do so in a timely manner, Evident shall be entitled to postpone acceptance and the consideration until such proof is provided. If the provision of such proof fails, Evident shall be entitled to terminate the contract for cause.

16.5. The Supplier undertakes to use only such persons within the scope of the contract at Evident who are not listed on the sanctions lists of the European Union, the USA and Great Britain. Prior to the actual use of a subcontractor for the performance of services at the Customer's premises and at appropriate intervals, but at least quarterly, the Supplier is obliged to carry out an appropriate screening with regard to a listing on the sanctions lists of the European Union, the USA and Great Britain. The results of the screening shall be documented and archived on the basis of the legal provisions of the German Fiscal Code (Abgabenordnung) like tax documents.

## **17. Data Protection, Compliance, Environmental Protection**

17.1. If and to the extent that personal data is transmitted or otherwise processed in connection with this Agreement, Evident and Supplier shall each act as a separate data controller within the meaning of Article 4 No. 7 EU-General Data Protection Regulation (GDPR). Evident and Supplier shall comply with all obligations of the GDPR and other applicable data protection laws when processing personal data. Among other things, Supplier shall comply with its obligation to inform its own employees and collaborators in accordance with Art. 13 GDPR with respect to personal data transferred to Evident in the context of the contractual relationship. For this purpose, Supplier may also use the information listed in the **Annex** vis-à-vis its employees.

17.2. If there is a processing of personal data on behalf of Evident and/or Supplier within the meaning of Art. 28 GDPR between Evident and the Supplier in an individual case, Evident and Supplier shall conclude an additional order processing agreement pursuant to Art. 28 para. 3 GDPR.

17.3. With regard to its deliveries and performance in general, the Supplier warrants compliance with the principles of conduct listed in the UN Global Compact (retrievable at [www.unglobalcompact.org](http://www.unglobalcompact.org)). Non-compliance with these rules and principles shall be regarded as a material breach of the contractual arrangements and entitle Evident to terminate the cooperation with immediate effect. The deliveries and



performance must further comply with all applicable statutory regulations regarding security and environmental protection.

17.4. The Supplier shall comply with all legal applicable provisions relevant to this contractual relationship. This applies in particular to anti-corruption and money laundering laws, antitrust, labour and environmental protection regulations as well as the corporate environmental and human rights-related due diligence obligations of the German Supply Chain Act (*Lieferkettensorgfaltspflichtengesetz*).

17.5. The Supplier shall ensure that the goods delivered by it comply with all relevant requirements for the placing on the market in the European Union and the European Economic Area. On request of Evident he shall provide proof of such by presenting suitable documents.

17.6 The Supplier also is required to ensure that its employees and any third parties involved adhere to the same principles and requirements as stipulated in the Evident Supplier Code of Conduct "the Code" that can be downloaded [here](#). Evident reserves the right to carry out audits of the Supplier to verify compliance with the Code and expects the Supplier to cooperate openly.

17.7. Evident shall be entitled to terminate the contract for cause if employees or representatives of the Supplier commit a breach of 17.6. In addition, the Supplier shall be obliged to compensate Evident for any damage incurred as a result.

17.8. The Supplier shall use reasonable efforts to ensure compliance by its subcontractors with the obligations undertaken by the Supplier under this Clause 17.

## **18. Choice of Law and Venue**

18.1. These GTP as well as all contractual relationships between Evident and the Supplier are exclusively subject to German law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (UN Sales Convention, CISG) is explicitly excluded.

18.2. The agreed place of jurisdiction for commercial entities/business persons (Unternehmer), governmental entities, or special governmental estates for all disputes shall be Hamburg, Germany. This also applies where the Supplier's legal residence or habitual place of residence is unknown, is located abroad, or has been transferred abroad.

18.3. Evident is also entitled to file a lawsuit at the general place of jurisdiction of the Supplier.

## **19. Miscellaneous**

19.1. If - due to a material deterioration of the Supplier's financial situation or impending occurrence of such - fulfilment of the owed performance is at risk, Evident may withdraw from the underlying contractual relation for a material cause without observing a notice period. In this case Evident may use the facilities that exist to continue the work or effected services and services of the Supplier in return for adequate compensation.

19.2. The right to set off against Evident shall be excluded. This shall not apply to claims against Evident that are uncontested, legally established or acknowledged by Evident.

19.3. Retaining liens or other rights to refuse performance may be asserted against Evident only insofar as they are based on claims of the Supplier from the same contractual relationship.

19.4. The assignment and/or transfer of rights and/or obligations from this contract by the Supplier shall require Evident's prior written approval. This shall not apply in case of payment claims.

19.5. Without prior written approval by Evident the Supplier shall not be entitled to have the performance he owes rendered by third parties; however, this shall not apply in case the Supplier only acts as a reseller and Evident is aware of this. If the Supplier, without prior approval by Evident, commissions a third party to

render the performance he owes, Evident shall be entitled to withdraw from the contract, in whole or in part, as well as seek damages.

Hamburg, June 27<sup>th</sup> 2023

## **Annex**

### **Information on data protection for partner employees**

The following general data protection information applies to all contracts, which have the purchase, sale and / or delivery of movable goods or the provision of services by Evident Europe GmbH and its branch offices as well as EVIDENT Technology Center Europe GmbH (each hereinafter "Evident") to its partners (hereinafter "Partner") as a subject.

1. Evident stores and uses necessary personal data of the partner, the employees and the clientele of the partner for the initiation and execution of the contract.
2. Personal data of the Partner and the Partner's employees are processed according to Art. 6 para. 1 lit. b. GDPR processed. This is done in the context of contractual or pre-contractual relationships between Evident and the Partner. The data processed in this context, the type, scope and purpose and the necessity of their processing are determined by the underlying contractual relationship (see below, section 5). In principle, this data will not be disclosed to third parties, unless it is necessary for the fulfilment of the contractual or pre-contractual relationship or for the pursuit of the claims of Evident pursuant to Art. 6 para. 1 lit. f. GDPR or there is a legal obligation to do so according to Art. 6 para. 1 lit. c. GDPR. In individual cases, however, it may be possible that data is made available to external parties, e.g. order processors within the meaning of Art. 28 GDPR, for these purposes. If personal data of the Partner or the Partner's employees is disclosed as part of processing operations, this disclosure may be made to the following recipient groups:

- Agencies
- Credit agencies, collection service providers (credit assessment, dunning procedures)
- Authorities, other government agencies
- printing service providers
- Internal offices, group companies
- IT service providers
- Cooperation partners (partner offers, etc.)
- Credit institutions
- Suppliers
- Logistics service providers, postal & courier service providers
- Market and opinion research companies
- Newsletter dispatch service providers
- Travel agency & tourism service providers
- Repair & service providers
- Telecommunications providers
- Management consultants / auditors / tax consultants
- insurance companies

If a transfer of data from Evident to third parties becomes necessary for the fulfilment of the data processing purposes, Evident takes care that personal data of the Partner as well as the Partner's employees remain within the European Union or the European Economic Area. If this is not possible in exceptional cases and a data transfer to a third country becomes necessary (either to Evident entities in third countries such as Japan, Russia or USA, or to other companies in third countries, e.g. to service providers or cooperation partners of Evident), Evident will take all necessary measures to provide an adequate level of data protection and will in this context in particular conclude the standard data protection clauses in terms of Art. 46 para. 2 lit. c GDPR.

3. The personal data of the Partner as well as the Partner's employees will be stored for the duration of the business relationship and beyond that as long as legal retention periods exist, legal claims arising from the contractual relationship can be asserted or other legitimate reasons justify further storage. Notwithstanding the above, Evident is obliged to store address, payment and order data for a period of ten years due to regulatory, commercial and tax law requirements.
4. The Partner as well as his employees have the following rights in connection with their personal data processed in accordance with legal regulations: the right to information about the data concerning him or her, to correction, deletion or restriction of the processing or objection to the processing, to data portability as well as to file a complaint with a supervisory authority.
5. Processed personal data includes master data (e.g. names and addresses), contact data (e.g. email addresses and telephone numbers) as well as contractual data (e.g. services used, contract content, contractual communication, names of contact persons) and payment data (e.g. bank details, payment history). Special categories of personal data are processed by Evident only if they are part of a commissioned or contractual processing.
6. The contact details of Evident's data protection officer are:  
[global-privacy@evidentscientific.com](mailto:global-privacy@evidentscientific.com)