

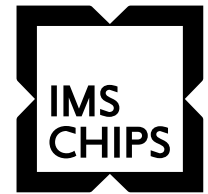
General Terms and Conditions of Purchase of Institut für Mikroelektronik Stuttgart Stiftung des bürgerlichen Rechts

1. Scope of Application

1. These General Terms and Conditions of Purchase apply only vis-a-vis entrepreneurs acting in the exercise of their commercial or independent professional activity and vis-a-vis legal entities under public law. They apply to all business transactions between Institut für Mikroelektronik Stuttgart Stiftung des bürgerlichen Rechts (hereinafter referred to as "IMS") and the supplier, even if they are not referred to in subsequent contracts. They shall apply mutatis mutandis to contracts for work and services. In the case of contracts for work, acceptance shall take the place of the handover of the delivered products, and in the case of services, receipt of the service shall take its place.
2. Any terms and conditions of the supplier that conflict with, supplement or deviate from these General Terms and Conditions of Purchase shall not become part of the contract unless IMS has expressly agreed to their applicability in writing. These General Terms and Conditions of Purchase shall apply even if IMS accepts a delivery from the supplier without reservation in the knowledge of the supplier's conflicting, supplementary or deviating terms and conditions.
3. Any conflicting, supplementary or deviating agreements to these General Terms and Conditions of Purchase entered into between IMS and the supplier for the performance of the contract shall be set out in writing. This shall also apply to any waiver of this written form requirement.
4. Any rights to which IMS is entitled under statutory provisions or other agreements in addition to these General Terms and Conditions of Purchase shall remain unaffected.

2. Conclusion and Performance of the Contract

1. Offers, drafts, plans, cost estimates, samples, test certificates and models of the supplier shall be provided to IMS free of charge. At IMS's request, they shall be taken back by the supplier without undue delay and at the supplier's own expense.
2. An order shall become binding only once it has been placed by IMS in writing or, in the case of an oral order, has been duly confirmed by the supplier in writing. An order generated by automated means that lacks a signature and indication of the name shall nevertheless be deemed to be in writing. Insofar as the order contains obvious mistakes, typing errors or calculation errors, it shall not be binding on IMS.
3. The supplier shall issue a written order confirmation without undue delay, but no later than one week after receipt of the order, expressly stating the price and delivery period. Deviations in the order confirmation from the order shall be deemed agreed only if they have been confirmed by IMS in writing. The same shall apply to subsequent amendments to the contract.
4. Order confirmations, dispatch notes, delivery notes, invoices and other correspondence from the supplier shall include the order details, in particular the order number, order date and supplier number.
5. Silence on the part of IMS in response to offers, requests or other declarations by the supplier shall constitute consent only if this has been agreed in writing in advance.
6. IMS reserves all ownership rights, copyrights and other intellectual property rights in all documents. Such documents may be used exclusively for manufacture on the basis of IMS's order and may not be made accessible to third parties without IMS's prior written consent. At IMS's request, the supplier shall surrender all documents to IMS without undue delay once they are no longer required in the ordinary course of business. The same shall apply in particular to all drafts, samples and models of IMS.
7. Prior to any order, the supplier shall inform IMS in text form (e.g. by e-mail, fax or letter) if the ordered products are subject, under the provisions applicable in the Federal Republic of Germany, to export control or other restrictions on their marketability. In the event of improper information, in particular failure to inform, incorrect, incomplete or untimely information, IMS shall be entitled to withdraw from the contract after expiry without result of a reasonable period set by IMS, irrespective of any fault on the part of the supplier. A corresponding right of withdrawal shall also apply if the products are subject to export control or other restrictions on their marketability. Any further claims of IMS shall remain unaffected.



8. If the supplier's financial circumstances deteriorate materially or if a justified application for the opening of insolvency proceedings or comparable proceedings over the supplier's assets is rejected for lack of assets, IMS shall be entitled to withdraw from the contract in whole or in part.

3. Scope and Content of the Obligation to Perform

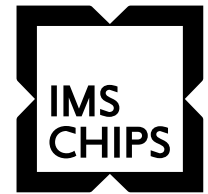
1. The scope of the supplier's obligation to perform shall be determined by the specifications and performance descriptions transmitted at the time of conclusion of the contract or, if none exist, by the information contained in the supplier's offers and brochures.
2. All deliveries shall comply with the applicable EU regulations and the latest EN standards in each case (or, where such standards do not exist, DIN and/or VDE standards) as well as with other customary industry standards and provisions, unless otherwise expressly agreed in writing. Accordingly, the supplier undertakes, inter alia, to comply with the requirements of EC Regulation No. 1907/2006 (hereinafter "REACH Regulation") and EU Directive 2011/65/EU (hereinafter "RoHS Directive") in the version valid at the time of delivery and to fulfil all obligations imposed on a supplier by the REACH Regulation and the RoHS Directive. In addition, the supplier shall, without being requested and without undue delay prior to any delivery, comply with its duty to provide information pursuant to Article 33(1) of the REACH Regulation if a substance within the meaning of Articles 57 to 59 of the REACH Regulation ("substance of very high concern") is contained in a component or the packaging of a product to be delivered in a mass concentration exceeding 0.1 percent. This information shall be transmitted to IMS by e-mail (to qualitaet@ims-chips.de). The supplier warrants that all goods comply with the requirements of the RoHS Directive and shall in each case also confirm RoHS conformity to IMS in writing.
3. The supplier shall provide IMS with current safety data sheets in German and English for hazardous substances in accordance with Regulation (EC) No. 1272/2008 (hereinafter the "CLP Regulation") and the REACH Regulation. Furthermore, the supplier shall provide IMS with all documents necessary for the shipment of dangerous goods. Should the supplier update its safety data sheets or other necessary documents after conclusion of the contract, it shall provide them to IMS in a timely manner.
4. IMS shall accept only the quantities or numbers of units ordered. Over deliveries or under deliveries shall be permissible only if agreed in advance with IMS. If partial quantities have been agreed, the supplier shall inform IMS of the remaining balance quantity with each partial delivery.
5. Upon termination of use, the supplier shall properly dispose of the products at its own expense. Statutory provisions shall be complied with in connection with such waste disposal.

4. Changes to the Performance

1. If, in the course of performing the contract, it becomes apparent that deviations from the originally agreed specification are necessary or expedient, the supplier shall notify IMS thereof without undue delay. IMS shall then notify the supplier in writing whether and, if applicable, what changes the supplier is to make to the original order. If this changes the costs incurred by the supplier in performing the contract, both IMS and the supplier shall be entitled to request a corresponding adjustment of the remuneration payable to the supplier.
2. IMS may also request changes to the performance after conclusion of the contract to the extent reasonable for the supplier. In the event of such amendment of the contract, the effects, in particular with regard to additional or reduced costs and delivery dates, shall be appropriately taken into account by both contracting parties.

5. Packaging, Dispatch and Transport, Delivery and Acquisition of Title

1. The supplier shall comply with IMS's requirements for dispatch of the products, in particular the packaging and shipping instructions applicable from time to time. The products shall be delivered in packaging appropriate to their nature. In particular, the products shall be packaged in such a way as to prevent transport damage. Packaging materials shall be used only to the extent necessary for that purpose. The supplier shall label the packaging in particular with the scope of delivery, the article and material numbers, the quantity delivered, the date of manufacture and the order details, in particular the order number, order date and supplier number.
2. All deliveries shall be accompanied by a delivery note, in one copy, stating the scope of delivery, the article and material numbers, the quantity delivered, the date of manufacture and the order details, in particular the order number, order date and supplier number.



3. Dispatch of the products shall be notified to IMS without undue delay.
4. The supplier shall be obliged to take out transport insurance appropriate in type and amount and, at IMS's request, to provide written evidence thereof without undue delay.
5. Deliveries may be made only on working days during normal business hours from Monday to Thursday from 8:00 a.m. to 12:00 noon and 1:00 p.m. to 4:00 p.m., and on Fridays from 8:00 a.m. to 12:00 noon and 1:00 p.m. to 2:00 p.m. The supplier shall indemnify IMS against all claims asserted by third parties due to deliveries made outside these hours unless the supplier is not responsible for the delivery having been made outside normal business hours.
6. Title to the products shall pass directly to IMS upon handover, free and clear of encumbrances. The supplier warrants that it is authorised to resell and transfer title.

6. Delivery Time

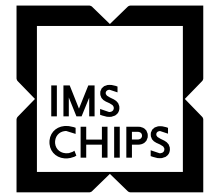
1. The delivery periods and dates stated in the order or otherwise agreed shall be binding. The delivery periods shall commence upon receipt of the order by the supplier. Within the delivery period or on the agreed delivery date, the products must have been received at the delivery address specified by IMS.
2. If it becomes apparent to the supplier that the delivery time cannot be complied with, the supplier shall notify IMS thereof in writing without undue delay, stating the reasons and the expected duration of the delay.
3. In the event of delay on the part of the supplier, IMS shall be entitled to demand a contractual penalty in the amount of 0.5% of the net order value for each commenced week of delay, up to a maximum of 5% of the net order value, unless the supplier is not responsible for the delay in delivery. IMS must assert the contractual penalty no later than upon final payment. Cases of force majeure are excluded. Any further claims of IMS shall remain unaffected. IMS's claim to delivery shall be excluded only if, at IMS's request, the supplier pays damages instead of performance. Acceptance of late delivery shall not constitute a waiver of claims for damages or of the contractual penalty.
4. Delivery prior to the agreed delivery date shall be permissible only with IMS's prior written consent. Without such written consent, IMS shall be entitled to store goods delivered prematurely at the supplier's expense or to return them at the supplier's expense unless the premature delivery is minor or the supplier is not responsible for the early delivery.

7. Cross-Border Deliveries, Preferential Rules of Origin

1. In the case of cross-border deliveries, the supplier shall, at its own expense and in due time, submit all declarations and take all actions vis-à-vis the competent authorities that are necessary for export from the country from which the products are imported into the Federal Republic of Germany and for import into the Federal Republic of Germany, in particular procure the documents required for customs clearance and comply with any export controls and further restrictions on marketability.
2. The supplier warrants to IMS that the products comply with the preferential rules of origin of the European Community. Prior to the first delivery, IMS shall receive from the supplier, for the products, in each case a valid long-term supplier's declaration in accordance with the EC Regulation applicable from time to time. The supplier shall inform IMS in writing without undue delay and without being requested if the information contained in the supplier's declaration for the products is no longer accurate.

8. Prices and Payment

1. The price stated in the order shall be binding. Unless otherwise agreed in writing, the price shall be "delivered duty paid to the place of use" and shall in particular include the costs of packaging, dispatch, transport and insurance up to the delivery address specified by IMS as well as customs duties and other public charges. Statutory value added tax is included in the price unless it is expressly stated to be a net price. Insofar as, in an individual case, dispatch and transport costs are not included in the price and IMS's assumption of such costs has been agreed in writing, this shall apply only to the costs of the least expensive mode of shipment, even if faster transport should be necessary in order to comply with the agreed delivery periods and dates.



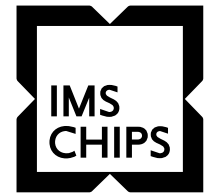
2. If a VAT-exempt delivery is to be considered, the supplier shall furnish the required evidence to the extent such evidence falls within its sphere of responsibility. For deliveries within the European Union, the supplier shall, without being requested, notify its VAT identification number in writing, provide evidence of its status as an entrepreneur and cooperate in documentary and accounting evidence of export.
3. IMS shall receive the supplier's invoice in a single copy. It must not be enclosed with the delivery but must be sent separately. Invoices lacking the order number, order date or supplier number shall be deemed not to have been received because they cannot be processed.
4. Payment shall be made after acceptance of the products and receipt of the invoice within 14 days less a 3% cash discount or within 30 days net. Payments shall be made only to the supplier and subject to invoice verification. IMS shall be entitled, at its own discretion, to make payment by bank transfer. In the event of defective delivery, IMS shall be entitled to withhold payment to that extent until proper performance has been effected, without losing rebates, cash discounts or similar price reductions. In this respect, the payment period shall commence only after the defects have been completely remedied. In the event of early delivery of the products, the payment period shall commence no earlier than upon expiry of the delivery period or on the agreed delivery date. Insofar as the supplier is required to provide material tests, test reports, quality documents or other documents, acceptance of the products shall trigger the payment period only once IMS has also received the documents owed.

9. Passing of Risk

The supplier shall bear the risk of accidental loss and accidental deterioration of the products until they are handed over to IMS.

10. Warranty, Claims for Defects and Guarantees

1. The supplier warrants that the delivered products conform to the agreed quality, the relevant statutory provisions and the regulations and guidelines of authorities, workers' compensation associations and trade associations, as well as the relevant DIN standards.
2. IMS shall notify the supplier of apparent (recognised or recognisable) defects without undue delay after delivery of the products and of hidden defects without undue delay after their discovery. Notification shall be deemed without undue delay if, in the case of apparent defects, it is made within two weeks of delivery and, in the case of hidden defects, within two weeks of discovery. In the case of deliveries consisting of a large number of identical products, IMS shall inspect a reasonable quantity of the delivered products for defects. If the products become unsaleable as a result of the inspection, the quantity to be inspected shall be reduced to a reasonable extent. If individual samples from a delivery are defective, IMS may, at its option, require the supplier to sort out the defective items or assert statutory claims for defects in respect of the entire delivery. If, as a consequence of defects in the products, an inspection of the products exceeding the customary scope of incoming goods inspection becomes necessary, the supplier shall bear the costs of such inspection. In the event of delayed notification or loss of notification, timely dispatch shall suffice.
3. If, due to defects, the delivered products are not marketable under the relevant statutory provisions or must be properly disposed of by IMS, IMS shall be entitled to carry out disposal at the supplier's expense unless the supplier is not responsible for the defects.
4. In the event of defects in the products, IMS shall, without prejudice to its statutory claims for defects, be entitled, at its option and by way of supplementary performance, to demand without undue delay either rectification of the defects or delivery of defect-free products by the supplier. The supplier shall bear the expenses required for the purpose of supplementary performance. This shall also apply if, after delivery, the products have been taken to a place other than the delivery address specified by IMS in accordance with their intended use. If the supplier fails to fulfil its obligation of supplementary performance within a reasonable period set by IMS, IMS may itself take the necessary measures at the supplier's cost and risk or have them taken by a third party, unless the supplier is not responsible for the failure to render the performance due upon expiry of the grace period. In particular, no period needs be set if the supplier refuses both forms of supplementary performance or if supplementary performance has failed or is unreasonable for IMS. In particular, supplementary performance shall be unreasonable for IMS if IMS has already resold the defective products to third parties. Moreover, no period need be set if the supplier seriously and finally refuses performance or if special circumstances exist which, after weighing the interests of both parties, justify the immediate assertion of the claim for defects. Such special circumstances exist, in particular, in urgent cases in which supplementary performance by the supplier is, in all probability, incapable of averting the imminent disadvantage to IMS. Where no period needs to be set, IMS shall be entitled to take the necessary measures at the supplier's cost and risk even without the unsuccessful



expiry of a reasonable grace period, provided that IMS informs the supplier thereof. Any further claims of IMS shall remain unaffected.

1. Receipt of the products as well as processing, payment for and reordering of products not yet recognised and notified as defective shall not constitute approval of the delivery and shall not constitute a waiver by IMS of claims for defects.
2. The limitation period for IMS's claims for defects shall be 36 months commencing with delivery of the products. This shall not apply if the supplier has fraudulently concealed the defect. If the defective products have been used for a building in accordance with their customary use and have caused the defectiveness of the building, or if the defect concerns a building, the limitation period shall be five years.
3. Suppliers of products for which spare parts are required shall be obliged, following expiry of the limitation period, to continue supplying IMS for a further period of ten years with the necessary spare and accessory parts as well as tools at the previous prices plus compensation for monetary depreciation.
4. The statutory provisions applicable where a consumer goods sale takes place at the end of the supply chain shall remain unaffected.
5. Any further guarantees provided by the supplier shall remain unaffected.

11. Product Liability

1. The supplier shall be obliged to indemnify IMS against third-party claims arising from domestic or foreign product liability unless it is not responsible for the product defect under product liability principles. Any further claims of IMS shall remain unaffected.
2. Within the scope of this indemnification obligation, the supplier shall in particular also reimburse IMS for such expenses as arise from or in connection with any warning, replacement or recall campaign carried out by IMS. IMS shall inform the supplier, to the extent possible and reasonable, of the content and scope of the measures to be carried out and shall give the supplier an opportunity to comment. The supplier shall support IMS to the best of its ability in carrying out the measures and shall take all reasonable measures ordered by IMS.
3. The supplier shall be obliged to take out and maintain extended product liability insurance and recall insurance with worldwide coverage and with coverage amounts appropriate for the products of at least EUR 3 million per personal injury claim for each individual person, at least EUR 5 million per property damage claim and at least EUR 5 million for financial losses. The supplier hereby already assigns to IMS the claims arising from the extended product liability insurance and recall insurance together with all ancillary rights. IMS hereby accepts such assignment. If, under the insurance contract, an assignment should not be permissible, the supplier hereby instructs the insurer to make any payments only to IMS. Any further claims of IMS shall remain unaffected thereby. At IMS's request, the supplier shall provide evidence of the conclusion and continued existence of the extended product liability insurance and recall insurance. The supplier shall refrain from any act or omission that could jeopardise the insurance coverage.
4. If the supplier fails duly to comply with its obligation under paragraph 3, IMS shall be entitled, but not obliged, to take out extended product liability insurance and recall insurance at the supplier's expense.

12. Third-Party Intellectual Property Rights

1. The supplier warrants that the delivery and use of the products do not infringe any domestic or foreign patents, utility models, licences or other intellectual property rights and copyrights of third parties. This shall not apply insofar as the products were developed by IMS or manufactured in accordance with IMS's specifications.
2. If IMS or its customers are held liable by a third party on account of the delivery and use of the products for infringement of third-party intellectual property rights and/or copyrights, the supplier shall be obliged to indemnify IMS and IMS's customers against such claims. The indemnification obligation shall extend to all expenses incurred by IMS in connection with such claims. In particular, IMS shall be entitled, at the supplier's expense, to obtain from the third party permission to use the products. The indemnification obligation shall not apply if the supplier is not responsible for the infringement of third-party intellectual property rights and/or copyrights.

13. Force Majeure

1. If IMS is prevented by force majeure from performing its contractual obligations, in particular from accepting the products, IMS shall be released from its obligation to perform for the duration of the impediment and for a reasonable restart period, without being liable to the supplier for damages. The same shall apply if unforeseeable circumstances for which IMS is not responsible, in particular industrial action, official measures, pandemics, epidemics, energy shortages or substantial operational disruptions, such as a cyber-attack, make performance of IMS's obligations unreasonably difficult or temporarily impossible. This shall also apply if such circumstances occur at a time when IMS is in default of acceptance.
2. IMS shall be entitled to withdraw if such an impediment continues for more than four months and IMS no longer has an interest in performance of the contract as a consequence of the impediment. At the supplier's request, IMS shall, upon expiry of that period, declare whether IMS exercises its right of withdrawal or will accept the products within a reasonable period.

14. Liability of IMS

1. IMS shall have unlimited liability for damage arising from breach of a guarantee or from injury to life, body or health. The same shall apply in cases of intent and gross negligence or where IMS has assumed a procurement risk. In cases of slight negligence, IMS shall be liable only if material obligations are breached that arise from the nature of the contract and are of particular importance for achieving the purpose of the contract. In the event of breach of such obligations, delay and impossibility, IMS's liability shall be limited to such damage as must typically be expected to arise within the framework of the contract. Mandatory statutory liability for product defects shall remain unaffected.
2. Insofar as IMS's liability is excluded or limited, this shall also apply to the personal liability of IMS's employees, workers, staff, executive bodies, representatives and vicarious agents.

15. Provision of Items

1. IMS reserves all rights, in particular intellectual property rights and title, in and to materials supplied, drafts, samples, models, drawings, print templates, tools, software and other items provided by IMS to the supplier for the manufacture and/or procurement of the ordered products or for other reasons. The materials supplied, drafts, samples, , models, drawings, print templates, tools, software and other items are hereinafter collectively referred to as the "Items". Unless otherwise agreed in writing, the supplier shall be obliged to collect the Items from IMS at its own expense and risk.
2. The supplier may not make the provided Items accessible to third parties. In particular, the supplier shall not be entitled to make copies, replicas or other reproductions.
3. The supplier shall be obliged to carry out in due time, at its own expense, the necessary maintenance and inspection work as well as all servicing and repair work on the provided Items. It shall notify IMS without undue delay in text form (e.g. by e-mail, fax or letter) of any damage that occurs.
4. The supplier shall not be entitled to pledge the provided Items, transfer them by way of security or make any other dispositions that may jeopardise IMS's title. In the event of attachments or other interventions by third parties, the supplier shall notify IMS thereof without undue delay in text form (e.g. by e-mail, fax or letter) and provide all necessary information, inform the third party of IMS's ownership rights and cooperate in IMS's measures to protect the Items. Insofar as the third party is not in a position to reimburse IMS for the judicial and extrajudicial costs of enforcing IMS's ownership rights, the supplier shall be obliged to compensate IMS for the resulting shortfall unless the supplier is not responsible for the breach of duty.
5. The supplier shall be obliged to handle and store the provided Items with due care. At its own expense, it shall insure the provided Items at replacement value against fire, water and theft damage. The supplier hereby already assigns to IMS all claims for compensation under this insurance. IMS hereby accepts such assignment. If, under the insurance contract, an assignment should not be permissible, the supplier hereby instructs the insurer to make any payments only to IMS. Any further claims of IMS shall remain unaffected thereby. At IMS's request, the supplier shall provide evidence of the conclusion and continued existence of the insurance policies. If the supplier fails duly to comply with its obligation under the second to fourth sentences, IMS shall be entitled, but not obliged, to take out corresponding insurance at the supplier's expense.

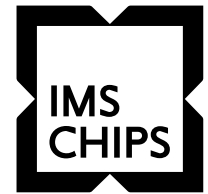
6. If the provided Items are processed or transformed by the supplier, this shall always be done for IMS. IMS's title to such Items shall continue in the processed or transformed item. If the provided Items are processed or transformed with other items not belonging to the supplier, IMS shall acquire co-ownership of the new item in the ratio of the value of the Items to the other processed items at the time of processing or transformation. The same shall apply if the Items are combined or mixed with other items not belonging to the supplier in such a way that IMS loses its sole ownership. The supplier shall hold the new items in safekeeping for IMS. In all other respects, the same provisions shall apply to the item created by processing or transformation, combination or mixing as apply to the Items themselves.
7. At IMS's request, the supplier shall prepare inventory lists of the Items provided to the supplier.
8. The supplier may use the provided Items exclusively for the manufacture and delivery of the ordered products or in accordance with IMS's other instructions. The supplier may make changes to the provided Items only with IMS's prior written consent.
9. Products that the supplier manufactures in whole or in part in accordance with IMS's specifications or using the Items provided by IMS may be used by the supplier itself or offered, delivered or otherwise made accessible to third parties only with IMS's prior written consent. This shall also apply to goods that IMS has rightfully not accepted. In the event of breaches, the supplier shall pay IMS, for each infringement, an appropriate sum of money as a contractual penalty to be determined by IMS at its reasonable discretion and reviewable by the competent court in the event of dispute. Section 348 of the German Commercial Code (HGB) is hereby expressly excluded. Any other claims of IMS, in particular claims for compensation of further damage as well as for injunctive relief against the infringing act and future prohibited conduct, shall remain unaffected. The contractual penalty shall be set off against damages insofar as the protected interests are identical.
10. The supplier shall be obliged to compensate IMS for any damage suffered by IMS as a result of loss, destruction or other damage to the provided Items unless the supplier is not responsible for the loss, destruction or other damage to the provided Items. The supplier shall inform IMS without undue delay in text form (e.g. by e-mail, fax or letter) of any loss, destruction or other damage.
11. Upon termination of the contract, the supplier shall return the provided Items to IMS without undue delay. The same shall apply insofar as provision of the Items is no longer required. Return transport to IMS shall be at the supplier's expense and risk. The supplier shall be obliged to compensate IMS for wear and tear or other deterioration of the provided Items exceeding natural wear and tear unless the supplier is not responsible for the wear and tear or other deterioration exceeding natural wear and tear.

16. Confidentiality

1. The parties shall be obliged to keep confidential, for an unlimited period, all information made accessible to them that is designated as confidential or is recognisable as a trade or business secret from the circumstances and, unless required for the business relationship, neither record, disclose nor exploit such information.
2. By means of suitable contractual arrangements with their employees and agents engaged by them, the parties shall ensure that such persons likewise refrain, for an unlimited period, from any use, disclosure or unauthorised recording of such trade and business secrets for their own purposes.
3. The confidentiality obligation shall not apply to the extent that the information of the other party was demonstrably already known before commencement of the contractual relationship, is generally known or generally accessible, or becomes generally known or accessible through no fault of the other party. The burden of proof for the cessation of the confidentiality obligation shall be borne by the party that intends to disclose, or has disclosed, the other party's information to a third party.

17. Data Protection

1. The parties shall be obliged to comply with the statutory provisions on data protection, in particular the EU General Data Protection Regulation ("GDPR"), in the performance of the contract and to impose compliance with such provisions on their employees.
2. The parties shall process the personal data received (names and contact details of the respective contact persons) exclusively for the performance of the contract and shall protect such data by security measures (Art. 32 GDPR) adapted to the current state of the art. The parties shall be obliged to delete the personal data as soon as its processing is no longer necessary. Any statutory retention obligations shall remain unaffected thereby.



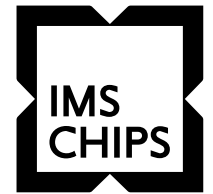
3. Should the supplier process personal data on behalf of IMS in the course of performing the contract, the parties shall conclude an agreement on data processing pursuant to Art. 28 GDPR.

18. Compliance with Statutory Provisions

1. Within the framework of their respective corporate responsibility, the parties each commit to ensuring that, in or in connection with the conduct of their business operations, the statutory provisions are complied with (including laws protecting the environment, labour-law provisions and laws, in particular those aimed at safeguarding employees' health) and that child labour and forced labour are not tolerated.
2. Upon conclusion of a contract, each party further confirms that it does not participate in any form of bribery or corruption and will not tolerate such conduct.
3. If a delivery constitutes an import into the customs territory of the European Union of goods listed in Annex I to EU Regulation No. 2023/956, in particular cement, electricity, fertilisers, iron, steel, aluminium and chemicals, the supplier shall be obliged to transmit to IMS, without being requested, with each delivery, and in the case of continuing supply relationships regularly, at least at the end of each calendar quarter, in due time and in full, the information listed in Annex IV to EU Implementing Regulation No. 2023/1773, in particular total quantity, type of emissions and price. The supplier shall transmit this information to IMS using the template provided by the European Commission for this purpose ("CBAM communication template"). The supplier shall be responsible for the completeness and accuracy of the information provided. If the supplier breaches these obligations, it shall be liable for the losses and expenses, including any fines or penalties, incurred by IMS as a result of such breach unless the supplier is not responsible for the breach of duty.
4. The supplier shall comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America, as well as all other relevant provisions applicable at the delivery address and at the place of business of IMS and the supplier. The supplier shall be obliged to identify deliveries requiring an export licence or deliveries subject to U.S. (re-)export provisions with the corresponding classification (Export Control List number, number of the European Dual-Use List or ECCN) and to state the statistical commodity code (HS code) and the country of origin. In cases where an approval or license is required, the supplier shall be obliged to obtain it at its own expense and to provide IMS with all relevant documents.

19. Final Provisions

1. The supplier shall be entitled to transfer rights and obligations to third parties, or to have an order or essential parts of an order performed by third parties, only with IMS's prior written consent.
2. The supplier may set off counterclaims only if they have been finally adjudicated or are undisputed. The supplier may assert a right of retention only if its counterclaim is based on the same contractual relationship.
3. The supplier's sub-suppliers shall be deemed its vicarious agents. They shall be notified to IMS in writing without undue delay upon request.
4. The legal relationships between the supplier and IMS shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
5. All disputes arising out of or in connection with the business relationship between the supplier and IMS shall be finally settled under the Arbitration Rules of the German Institution of Arbitration (DIS), to the exclusion of recourse to the ordinary courts of law. The arbitral tribunal shall consist of a sole arbitrator. The place of arbitration shall be Stuttgart. The language of the arbitral proceedings shall be German.
6. The place of performance for the supplier's delivery and supplementary performance obligations shall be the delivery address specified by IMS. In all other respects, the place of performance for all obligations of the supplier and of IMS shall be IMS's registered office unless otherwise agreed in writing.
7. The contractual language shall be English.
8. Should any provision of these General Terms and Conditions of Purchase be or become wholly or partially invalid or unenforceable, or should there be a gap in these General Terms and Conditions of Purchase, the validity of the remaining provisions shall not be affected thereby. In place of the invalid or unenforceable provision, such



valid and enforceable provision shall be deemed agreed as comes closest to the purpose of the invalid or unenforceable provision. In the event of a gap, such provision shall be deemed agreed as would have been agreed according to the purpose of these General Terms and Conditions of Purchase had the contracting parties considered the matter from the outset.

Status: May 2026