

## 1. Relevant conditions

1.1 The legal relations between Suppliers and Buyer are subject to the following conditions and to any other agreements existing between the contracting partners. Changes and Amendments must be made in writing. No other General Terms and Conditions shall apply, even if not explicitly rejected in any individual case.

The Purchasing Conditions also apply for all future orders by MOLDTECS, even if MOLDTECS does not refer to the Purchasing Conditions in each order.

The following terms and conditions of purchase apply to the manufacture and delivery of non-production material, investments, tools and the provision of services by the supplier at all MOLDTECS locations.

In addition, the conditions regulated in **Annex 1** apply to the manufacture and delivery of machines, systems, and tools. **Annex 2** is relevant for the provision of information technology services.

1.2 Without prejudice to any more detailed provisions contained herein, the Supplier agrees and undertakes to comply with the MOLDTECS's Supplier and Business Partner Code of Conduct (available here: <https://moldtecs.integrityline.com>). MOLDTECS is entitled to verify the sustainability level of the Supplier by means of a requested self-assessment (e.g. online, written questionnaire, etc.) or by means of an on-site audit conducted by portfolio company or a third party. The sustainability level is determined by comparing it with the expectations from the MOLDTECS Code of Conduct for Suppliers and Business Partners.

## 2. Orders

2.1 Supply contracts (order and acceptance) and calls for delivery as well as any changes and amendments thereof must be made in writing. Calls for delivery may also be made by remote data transmission. If the supplier does not accept the order within three weeks of receipt, the buyer shall be entitled to cancel the order. Calls for delivery shall become binding if the supplier does not submit his rejection within two weeks of the date of receipt. Specific delivery quantities are determined by individual agreement.

2.2 Cost estimates of the SUPPLIER are legally binding. Expenses for such estimates shall not be reimbursed by MOLDTECS, unless expressly agreed otherwise.

The buyer may require changes to the delivery items regarding design and version to the extent reasonably acceptable by the supplier. The effects of such changes, especially with regards to cost increases or reductions as well as delivery dates, shall be settled appropriately by mutual agreement.

## 3. Product Price and Payment Terms and Conditions

3.1 If product prices are not determined at the time of MOLDTECS's order, the SUPPLIER shall fill in the product prices into the copy of the order that shall be returned to MOLDTECS. A valid contract comes into force, only once MOLDTECS has accepted such product prices in writing. All additional charges (customs, package, transport, insurance) must be stated separately in the SUPPLIER's offer and shall be borne by the SUPPLIER (except the applicable value added tax (VAT)), unless otherwise expressly agreed. Any increases in product prices including the increase of additional charges are subject to prior express approval by MOLDTECS.

3.2 Payment shall be made according to the terms individually agreed. Where premature deliveries are accepted, the due date for payment shall be based on the delivery date agreed.

3.3 In the event of a defective delivery, the Buyer shall be entitled to withhold the payment in respect of the proportionate value until due performance.

3.4 The supplier shall not be entitled to assign his claims against the Buyer or to have them collected by third parties, except with the Buyer's prior written consent, which may not be unreasonably withheld. If extended reservation of proprietary rights applies, consent shall be deemed given.

## 4. Notice of defects

The Buyer shall notify the Supplier without delay in writing of defects in items supplied as soon as such defects are detected in the regular course of business. Provided this condition is complied with, the Supplier shall waive any plea of late notification of defects.

Payment shall not be considered as acceptance by MOLDTECS of the defective products.

## 5. Confidentiality and Data Protection

5.1 The contracting partners undertake to treat as business secrets all commercial and technical information not publicly known, and which becomes known to them through their business relations.

The supplier is obligated to keep all information disclosed by MOLDTECS or the companies affiliated with MOLDTECS strictly confidential and to treat them as business and trade secret and to ensure that third parties will not have access to such information. This does not apply, if this information:

- a) Is publicly available or
- b) Is provided to the SUPPLIER by a third party which was entitled to provide such information, and which was not subject to a confidentiality obligation or
- c) Was probably already known to the SUPPLIER prior to the receipt of this information

5.2 The SUPPLIER is obligated to immediately inform MOLDTECS in case he/she is aware that third parties gained access to confidential information or in case such confidential information was destroyed or lost.

5.3 The SUPPLIER agrees not to make use of the confidential information outside the scope of the professional relationship with MOLDTECS without prior written consent by MOLDTECS. This confidential obligation applies to all persons engaged by the SUPPLIER independent of their contractual relationship. The SUPPLIER is obligated to inform and bind all those persons and employees or any other third parties which have access to the confidential information to their confidential obligation. The SUPPLIER will keep the number of such persons as small as possible with respect to the confidentiality.

5.4 Drawings, patterns, templates, samples, and the like may not be passed on to or made available to unauthorized third parties and may only be used for the purposes of the respective contract between the supplier and the buyer and may not be used for other purposes of the SUPPLIER. Such items may only be reproduced within the limits of operating requirements and copyright regulations.

5.5 Each contracting partner may use the business relationship for publicity purposes only after written consent from the other partner.

## 6. Delivery dates and periods

Delivery dates and periods agreed on are binding. Compliance on non-compliance with a delivery date or period shall be judged by the date on which the goods are received by MOLDTECS. The supplier shall make the goods available in good time, considering the usual periods required for loading and transport.

In case of call orders, MOLDTECS shall specify and release the amount of a single order and the date of these partial deliveries. Any notification by MOLDTECS to the SUPPLIER concerning the estimated amounts of delivery, does not bind MOLDTECS to accept the respective delivery. Call orders may also be issued through electronic data transfer according to the standards applicable in the automotive industry.

Should the SUPPLIER deliver more or less products than ordered, and/or in case of early delivery, MOLDTECS reserves the right to reject the delivery at SUPPLIER's expense or to amend the invoice accordingly.

The SUPPLIER is obligated to immediately inform MOLDTECS about any foreseeable delays in delivery past the determined or fixed dates and/or any other performance obligations. Simultaneously, the SUPPLIER must inform MOLDTECS of the reasons for and the duration of the delay. Physical acceptance of the delayed delivery of the products shall not be considered a waiver of MOLDTECS's rights with respect to the delayed delivery.

The SUPPLIER shall be liable to indemnify the Buyer for losses suffered because of delayed delivery, except for loss of profit and losses arising from interruption of business.

In cases of slight negligence, indemnity shall be limited to additional freight charges, retrofitting cost and additional expenses incurred through covering purchases after the lapse of a period of grace or if the interest in receiving the items concerned has ceased to exist.

## 7. Subcontractors

The supplier may not use any subcontractors to fulfil its contractual obligations towards MOLDTECS without the prior written consent of MOLDTECS. The supplier will ensure that all relevant requirements of these purchasing conditions are included in its contracts with sub-suppliers and that its sub-suppliers in turn obligate their respective sub-suppliers accordingly.

## 8. Force Majeure

Force majeure, natural disasters, fire, epidemics or pandemics, war, terror, labour disputes, unrest, official or legal measures and other unforeseeable, unavoidable, and serious events release the contractual partners for the duration of the disruption caused and to the extent of their effect of the performance obligations affected; at the same time, the other contractual partner is released from his respective obligation to provide consideration.

This also applies if these events occur at a time when the contractual partner concerned is in default. When the disruption occurs, the affected contractual partner is obliged to avert the resulting impairments or to keep them to a minimum as far as is reasonable and to provide the other contractual partner with the necessary information about the scope and the expected duration of the disruption without delay.

As far as is reasonable, the contracting partners shall without delay provide each other with the necessary information and shall in good faith adjust their obligations to the changed condition. If an adjustment is not possible or if a disruption of the affected performance obligations lasts longer than six months, the contracting parties are entitled to terminate the respective delivery contract.

## 9. Quality Management / Spare Parts and Documentation

9.1 The SUPPLIER has to establish and prove a process-oriented quality-management-system (minimum standard: ISO 9001, however, a IATF 16949 certification in line with the provisions of IATF 16949 shall be achieved). MOLDTECS reserves the right to audit the efficiency of SUPPLIER's quality-management system at any time on SUPPLIER's premises. The SUPPLIER agrees to comply with the VDA-script 4 "Protection of " as well as the VDA-script 3 "Protection of Quality of Deliveries" in its latest version. Only upon MOLDTECS's acceptance of the master sample, may the SUPPLIER start the serial production and delivery.

Independent of such an acceptance, the SUPPLIER shall always verify the quality of the products him-/herself and shall perform outgoing product inspections. In case, the automotive manufacturer requires different or additional standards, the introduction will be mutually agreed upon by the SUPPLIER and MOLDTECS

The SUPPLIER shall make all effort to pass on the obligations to its suppliers and verify compliance within the supply chain.

9.2 Drawings, CAD-data, description etc., attached or referenced in the order, shall be binding for the SUPPLIER. The SUPPLIER is obligated to examine them for any kind of discrepancies. In case the SUPPLIER detects actual or assumes potential discrepancies, the SUPPLIER shall immediately inform MOLDTECS in writing. If the SUPPLIER does not immediately inform MOLDTECS, the SUPPLIER cannot claim at a later stage that such discrepancies exist. The SUPPLIER is solely responsible for drawings, plans and calculations made by the SUPPLIER even if MOLDTECS approved them. Upon the delivery of tools or equipment to MOLDTECS, the SUPPLIER shall also at the latest upon delivery present documentation concerning the handling, service, maintenance and repair of the tools and the equipment. The SUPPLIER shall be responsible for the CE-labelling.

9.3 Concerning special vehicle parts ("Parts requiring documentation ") which are marked in the technical documents as such parts or which are defined as special vehicle parts by a special agreement, the SUPPLIER is obligated to document in special recordings when, in which way, and by whom these special vehicles parts were tested and the results of the required quality tests. The records and the documentation of the results must be properly kept and maintained for 15 (in words: fifteen) years by the SUPPLIER and shall be available upon request by MOLDTECS. The SUPPLIER must comply with the VDA-script 1 "Special Vehicle Parts at Automotive Manufacturers and their Suppliers, Performance and Documentation" in its latest version. Sub-suppliers of the SUPPLIERS shall adhere in the same manner as the SUPPLIER.

9.4 As far as public authorities which are responsible for vehicle safety or emission standards and provisions etc., request to inspect the respective production sites and documents of MOLDTECS, the SUPPLIER shall, on demand of MOLDTECS, grant authorities the identical rights MOLDTECS has towards the SUPPLIER and shall support them with SUPPLIER's best efforts.

9.5 The SUPPLIER is obligated to forward all required declarations about relevant origin of the products for customs ("customs origin ") to MOLDTECS in a timely fashion. The SUPPLIER shall be liable for any disadvantages incurred by MOLDTECS due to the improper or delayed provision of the required "Supplier-Declaration" unless the SUPPLIER is not responsible for such delay or impropriety. Upon request of MOLDTECS, the SUPPLIER must proof the details concerning the origin of the products by him via the relevant customs document confirmed by the competent customs authorities.

## **10 Warranty**

10.1 Unless stated otherwise in the Purchasing Conditions, the relevant law concerning defects or non-performance (including improper title to the products) shall apply. Deviations from the agreed product specifications shall be considered material non-performance of SUPPLIER's obligations unless such deviations are immediately remedied on their own or if MOLDTECS is able to remedy the defect without any noticeable effort.

MOLDTECS has the right to choose the type of supplementary performance. The SUPPLIER has the right to reject the selected type of supplementary-performance. In case the SUPPLIER does not immediately remedy the defect after being requested to do so by MOLDTECS, MOLDTECS has the right, under urgent circumstances, to perform the remedy work itself or hire a third party, especially to avoid bearing higher damages or in the event of imminent danger. The respective remediation costs shall be borne by the SUPPLIER. Furthermore, the SUPPLIER shall bear additional remediation costs arising out or in connection with the defects, especially costs of transport, assembly, disassembly, administrative costs, and handling charges (at MOLDTECS's level, OEM's level and/or OEM's dealer's level) as well as all other costs in connection with the remedy of the defect. Statutory or other contractual claims arising out or in connection with the supply of defective products remain unaffected.

10.2 Unless otherwise agreed in writing, the warranty period shall be 36 (in words: thirty-six) months. The warranty period begins with the handover of the product, in which SUPPLIER's product will be built in, to the (end-)customer, and ends at the latest 42 (in words: forty-two) months after delivery to MOLDTECS or to a third party specified by MOLDTECS. In case the product is subject to a formal acceptance test, the warranty period shall commence upon acceptance of the product(s) by MOLDTECS; if the acceptance test is delayed without the SUPPLIER being responsible for such a delay, the warranty period shall commence in the latest 12 (in words: twelve) months after the SUPPLIER has provided the product for the acceptance test.

10.3 All other claims due to breach of contract or breach of other obligations remain unaffected.

## **11 Product Liability / Indemnification / Insurance**

11.1 Should MOLDTECS be subject to a claim based on product liability caused by a defect of the product delivered by the SUPPLIER, then the SUPPLIER is obligated to hold MOLDTECS harmless and shall indemnify MOLDTECS of all claims brought by third parties. Should MOLDTECS's liability be due to an act of negligence or intent, the SUPPLIER is only then liable if he/she acted in that manner him-/herself.

11.2 Furthermore, the SUPPLIER is obligated to reimburse MOLDTECS for all costs and expenses concerning legal fees and recalls. MOLDTECS shall inform the SUPPLIER -as far as practically possible and reasonably expectable -about the extent of such recall and allow the SUPPLIER to comment on this matter. The SUPPLIER is obligated to provably maintain recall and liability insurances with an adequate insured amount for each personal injury / material-damage. Otherwise, the relevant laws shall apply.

## **12. Proprietary rights**

12.1 Contract-conforming use of the delivery items provided, the SUPPLIER shall be liable for claims arising from the contractual use of the delivery items from the violation of property rights and property right applications (property rights), unless the supplier can prove that he is not responsible for the violation.

12.2 He shall release the Buyers and the Buyers clients from all claims arising out of the use of such proprietary rights

12.3 The contractual partners undertake to inform each other immediately of any risks of injury and alleged cases of infringement that become known and to give themselves the opportunity to mutually counteract corresponding claims. This shall not apply if the Supplier manufactured the goods in accordance with drawings, models or other equivalent descriptions or information provided by MOLDTECS and regarding the goods developed by him is not aware or need not be aware that proprietary rights are infringed by such manufacture.

12.4 Insofar as the Supplier is not liable pursuant to Clause 12.1 the Buyer shall release him from all third-party claims.

## **13. Use of means of production provided by the Buyer**

Patters, moulds, templates, samples, tools and other manufacturing equipment as well as confidential information made available to the SUPPLIER by MOLDTECS, or for which MOLDTECS has borne a significant part of the cost, may only be used for the performance of the relevant contract with the Buyer, and may not be used for the Suppliers own purposes or for supplies to third parties without the prior written consent of MOLDTECS.

## **14 Performance of Work**

Persons and third parties engaged (hired) by the SUPPLIER for the performance of his/her obligation under the respective contract and which will be physically present at MOLDTECS's premises or at premises of third parties specified by MOLDTECS shall comply with the respective work regulations of MOLDTECS or third parties specified by MOLDTECS.

## **15 Tools**

15.1 MOLDTECS reserves ownership to the tools if MOLDTECS or a third party specified by MOLDTECS provides the SUPPLIER with such tools. Should the tools be manufactured by the SUPPLIER, or a third party engaged by the SUPPLIER, then MOLDTECS will acquire the ownership upon paying 80 % of the agreed price of the tools. In all other cases, MOLDTECS shall become co-owner in relation to the agreed price of the tools and the payment it has made so far. Should the tools remain on the premises of the SUPPLIER, and if the transfer of the actual possession of the tools has not occurred yet, the transfer of the actual possession ("Handover") to MOLDTECS will be legally constructed as the SUPPLIER keeping the tools for MOLDTECS ("constitutum possessorum"). If a handover has already taken place, the SUPPLIER is obligated to keep the tools in a fiduciary capacity. The tools should exclusively be used for the manufacturing of the products ordered by and delivered to MOLDTECS. The SUPPLIER is obligated to mark all tools in a way that the ownership of MOLDTECS or third parties specified by MOLDTECS is properly visible.

15.2 The SUPPLIER is obligated to insure at his/her own expense all MOLDTECS-or third party owned tools to the extent of the original value against property damage. The SUPPLIER herewith assigns all claims based on such insurances to MOLDTECS. MOLDTECS herewith accepts the assignment.

15.3 The SUPPLIER is obliged to carry out all necessary and required maintenance and inspection work concerning the tools as well as all necessary repair work including the procurement of replacement parts at his own expense, in timely manner. The risk of accidental loss of the tools on the premises of the SUPPLIER shall be borne by the SUPPLIER. The SUPPLIER shall immediately inform MOLDTECS of any disturbances regarding the tools as soon as such events have occurred. In case of suspension of delivery, or in any case of non-performance, actual insolvency proceedings regarding the property of the SUPPLIER, actual insolvency of the SUPPLIER, or the termination of the supply contract by MOLDTECS, MOLDTECS has the right to reclaim the tools (and the tools of the specified third parties) after paying the outstanding costs, if any. The SUPPLIER has neither the right of retention nor any other right to keep the tools.

Should the SUPPLIER have mandated a third party to manufacture the tools or in case such tools remain at the premises of such third party for the manufacturing of the product or parts thereof, the SUPPLIER is obligated to conclude an agreement with this third party that grants the same rights towards the tools as stated in this clause 13 in case the tooling is fully paid. The SUPPLIER assigns his claims regarding the tools against the third party, as well as other claims concerning the tools to MOLDTECS, as far as MOLDTECS made payment for these tools to the SUPPLIER or to the third party.

15.4 As long as payments of the SUPPLIER to third parties, concerning the tools, are not fully made by the SUPPLIER and in case of the termination of the contract between the SUPPLIER and MOLDTECS, the commencement of insolvency proceedings against the SUPPLIER and in case of the insolvency of the SUPPLIER, MOLDTECS has the right to pay the outstanding tool costs directly to the third parties instead of paying it to the SUPPLIER. In such event, the SUPPLIER herewith assigns all claims, concerning the tools, inclusive title of ownership, it might have against the third parties to MOLDTECS. The SUPPLIER herewith accepts such an assignment.

15.5 The SUPPLIER shall be not allowed to relocate the tools without prior written consent from MOLDTECS.

## **16. Reservation of ownership**

The Supplier retains title in all goods supplied by him until paid for in full, with all shipments deemed part of a connected supply transaction. For open accounts, the retainer title shall be security for the balance owing to the SUPPLIER. If the goods are combined by the Buyer with other items to form a single product, and if such a product is to be considered the main product, the Buyer shall be obliged to assign to the Supplier proportionate title therein, insofar as the main product is the Buyers property.

If the Buyer resells the goods supplied as specified, he shall thereby assign to the Supplier all claims and associated rights against his clients arising out of the sale until all the Suppliers claims are paid in full. If requested by the supplier for compelling reasons, the Buyer shall notify third-party purchasers of such assignment, and shall provide the Supplier with such information and documents he requires to assert his rights. If the value of the security held by the Buyer exceeds the Buyers claims against the Supplier by more than 20%, the Supplier shall release the excess amount of the security.

## **17 Compliance**

17.1 The supplier must comply with all applicable legal provisions, regulations and decisions, orders and requirements of authorities (including the requirements specified in these terms and conditions of purchase), his performance in accordance with the latest state of the art, applicable safety regulations (e.g. VDA standards) and the agreed technical data and other specifications. The supplier must obtain all permits, approvals and licenses required in connection with the respective delivery in good time. If electronic parts are part of the delivery, they must have an automotive certification according to "AEC-Q".

17.2 The supplier is obliged not to commit any actions or to refrain from any actions that could lead to criminal liability due to fraud or breach of trust, insolvency offences, criminal offenses against competition, granting or accepting advantages, bribery, corruption, or similar offenses by persons employed by the supplier or other third parties can lead.

17.3 For materials (substances, preparations) and objects (e.g. goods, parts, technical devices, uncleaned empties) which, due to their nature, their properties or their condition, could pose a risk to life and health of people, to the environment and to property and who therefore have to experience special treatment in terms of packaging, transport, storage, handling and waste disposal due to regulations, the supplier will hand over to MOLDTECS with the offer a fully completed safety data sheet and an appropriate accident information sheet (transport) in accordance with the statutory regulations for hazardous substances and dangerous goods. In the event of changes to the materials or the legal situation, the supplier will provide MOLDTECS with updated data and information sheets.

17.4 If the supplier offers a delivery item which MOLDTECS has already obtained from him, he must, regardless of further notification obligations, point out changes without being asked if the specification has changed compared to a delivery item previously delivered under the same name. Number 2.1 remains unaffected by this.

17.5 The supplier is obliged to provide MOLDTECS with all information required for registration in accordance with Regulation (EC) 1907/2006 on the Registration, Evaluation, Authorization and Restriction of Chemicals of the European Community ("REACH") and all registration confirmations, if already available and to comply with other requirements according to REACH. The same applies to necessary information and other requirements based on Regulation (EC) No. 1272/2008 on the classification, labelling and packaging of substances and mixtures ("CLP") and other product-related regulations (e.g. laws implementing Directive 2002/95 /EG ("RoHS")) . The supplier confirms to comply with its obligations under REACH, CLP and other product-related regulations.

## **18. Information- and Cyber-Security**

18.1 SUPPLIER expressly warrants that it will implement and maintain appropriate technical and organizational measures and other protections for the proper security of all information or data belonging to MOLDTECS (including, without limitation, not loading any confidential information provided by MOLDTECS to the SUPPLIER on (a) any laptop computers or (b) any portable storage media that can be removed from SUPPLIER's premises unless in each case such data has been encrypted and such data is loaded onto the portable storage media solely for the purpose of moving such data to off-site storage.

18.2 SUPPLIER will use commercially reasonable efforts to prevent password theft or loss or unauthorized access to or use of any data or information of MOLDTECS and SUPPLIER shall notify MOLDTECS promptly of any password theft or loss or unauthorized access or use of any data or information of MOLDTECS. SUPPLIER will enforce safety and physical security procedures with respect to its access and maintenance of confidential information or data of MOLDTECS that are (i) at least equal to industry standards for such types of locations, and (ii) which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful, loss, alteration or unauthorized disclosure or access to confidential information or data of the MOLDTECS. SUPPLIER warrants that it shall have processes and security procedures in place to ensure that its information systems are free from viruses and similar defects. SUPPLIER's systems shall not contain any virus, Trojan horse, worm, time bomb or other computer programming routine, device or code that could reasonably be anticipated to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information of the MOLDTECS.

18.3 SUPPLIER's information systems shall not contain any malware, backdoor or other technological routine, device or code that could adversely affect the security or confidentiality of MOLDTECS's systems, information or data. SUPPLIER will take all reasonable measures to secure and defend its location and equipment against "hackers" and others who may seek, without authorization, to modify or access SUPPLIER's or MOLDTECS's systems or the information found therein. SUPPLIER will periodically test its systems for potential areas where security could be breached.

18.4 SUPPLIER agrees that it shall inform MOLDTECS by telephone call of any cyber-security incident, which impacts access to data or information of MOLDTECS, as soon as reasonably possible but in any event within twenty-four (24) hours of SUPPLIER discovering such cyber-security incident.

18.5 SUPPLIER shall (i) provide MOLDTECS with a summary of known information about such cyber-security incident, (ii) exert commercially reasonable efforts to attempt to remedy the effects of such cyber-security incident, (iii) shall provide reasonable information about the cyber-security incident and response upon request by MOLDTECS, and (iv) within two (2) weeks of completion of the investigation of the cyber-security incident, provide a report to MOLDTECS outlining: a description of the incident, the cases of such events and how SUPPLIER has mitigated against future events of a similar kind, the timeline of the incident, the suspected perpetrators, what information or data of MOLDTECS may have been affected, or any financial impact to MOLDTECS. Any corrective actions identified as contributing to cyber-security incident shall be implemented no later than two (2) months after the completion of the investigation for such incident.

18.6 SUPPLIER shall indemnify and hold MOLDTECS harmless from and against all liabilities, specifically losses and damages, arising from any information or cyber-security incident of SUPPLIER's information systems. If MOLDTECS has suffered a loss because of any cyber-security incident of SUPPLIER's system, SUPPLIER shall only be entitled to receive payment for deliveries after and to the extent of, and in proportion to, completion of appropriate investigations related thereto by MOLDTECS and subject to all indemnification obligations of SUPPLIER, and all set-off rights of MOLDTECS related to such cyber-security incident.

18.7 Delay in payment of deliveries made by the SUPPLIER that is caused by a cyber-security incident of SUPPLIER's system is not default in payment.

18.8 MOLDTECS has the right, either directly or through a reputable third party engaged by MOLDTECS at its own expense, to visit SUPPLIER's premises once per calendar year to review and audit on SUPPLIER's business operations related to the SUPPLIER's goods or services in terms of technical infrastructure, information or data systems interaction, organization, quality, quality control and personnel engaged in providing goods and services for MOLDTECS.

18.9 MOLDTECS shall have the right, depending on the nature and the need for protection of the data in connection with the manufacturing and delivery of the product, to demand adequate safeguards and proof of an appropriate level of information security within the SUPPLIER's business as required by the OEM, by providing appropriate certificates (eg. ISO/IEC 27001 "Information technology – Security techniques – Information security management systems – Requirements") or certification according to the VDA model TISAX (Trusted Information Security Assessment Exchange). MOLDTECS and the SUPPLIER may agree on an appropriate time frame for the initial certification of a site under TISAX.

## **19. General Conditions**

19.1 If a contracting partner discontinues payments or a petition in bankruptcy or a composition proceeding is filled, then the other partner shall be entitled to cancel the contract regarding the part not yet fulfilled.

19.2 Should a provision of these conditions and the other agreements made be or become invalid, the validity of the rest of the contract shall not be affected. The contractual partners are obliged to replace the invalid provision with a provision that comes as close as possible to the economic success.

19.3 Unless agreed otherwise, the laws of the France shall apply exclusively. Application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

19.4 Place of performance shall be the registered office of MOLDTECS. Another location may be agreed for delivery. Place of jurisdiction shall be the plaintiffs registered office or another competent court.