

KOENIG & BAUER

Terms and Conditions of Purchase of the Koenig & Bauer Group

1. General aspects, applicable law

All orders placed and transactions conducted by Customer as well as any other legal relationships between Contractor and Customer shall be exclusively subject to the following Terms and Conditions of Purchase.

Any and all modifications thereto or conditions of sale of Contractor which deviate from these Terms and Conditions of Purchase shall only have validity if agreed to in writing by Customer.

The acceptance or payment of deliveries or services shall not imply Customer's acceptance of Contractor's conditions of sale. Oral agreements shall only be binding upon Customer if confirmed in writing.

These Terms and Conditions of Purchase shall also apply for all future transactions with Contractor.

The statutory provisions of the Federal Republic of Germany shall apply supplementarily to the following terms and conditions. This shall also apply to and for legal relationships with contractors not based in Germany. Application of the CISG is herewith excluded.

2. Placement and confirmation of orders

2.1 All orders, transactions and release orders and modifications and supplements thereto must be made in writing in order to be legally valid. Orders, release orders and modifications and supplements thereto may also be made by data transmission or by way of machine-readable data carriers.

2.2 Customer may cancel an order within two weeks, even if such order has already been accepted and confirmed by Contractor.

2.3 Should the confirmation of order deviate from the original order, Customer will only be bound thereto if it has consented to such deviation in writing.

2.4 Contractor shall deliver the complete contractual item containing all components that are necessary for problem-free operation of said contractual item in compliance with the guaranteed characteristics, even if such necessary individual components of the contractual item are not itemized in the order.

2.5 Customer reserves ownership and copyright to illustrations, drawings, calculations, and other documents; these documents may not be made accessible to third parties without the Customer's express consent. They are to be used exclusively for production based on the Customer's

order; after the order has been processed, these documents must be returned to the Customer without request. Contractor has to treat the documents confidentially towards third parties; in this respect, section 15 applies additionally.

3. Time of delivery

3.1 The time of delivery stated in the order is binding.

3.2 The punctuality of deliveries shall be assessed on the basis of the time of their arrival at the place of receipt specified by Customer or, where deliveries involving installation or assembly and/or the provision of services are concerned, the time of their acceptance by Customer.

3.3 In the event of foreseeable delay in delivery or performance, Contractor shall give Customer immediate notification thereof in writing, providing details as to the reasons for and the anticipated duration of such delay. Should the delay be for reasons beyond Contractor's control, Contractor may only invoke such reasons for delay subject to its compliance with said obligation to provide immediate notification.

3.4 Should Contractor fail to adhere to the agreed dates/deadlines, Customer shall, without prejudice to further statutory rights, have entitlement to claim any additional costs and damages arising from delayed delivery or performance. Having set a reasonable period of grace with which Contractor fails to comply, Customer may at its discretion withdraw from the contract, obtain replacement from a third party and claim damages for non-performance.

3.5 Acceptance of delayed delivery or performance shall not imply any waiver of claims for compensation.

3.6 Customer shall also have entitlement to the rights mentioned in section 3 even if the lead times/delivery dates were stated as "non-binding" or similar by Contractor.

3.7 Customer may withdraw from the contract in respect of the unfulfilled part thereof in the event of a longer-term hindrance to delivery on the part of Contractor, the institution of insolvency proceedings or the dismissal of such proceedings for lack of assets, or the institution of comparable proceedings against the assets of Contractor.

4. Delivery quality / CE mark / Safety regulations, material compliance

4.1 All products delivered by Contractor must comply with the safety regulations prescribed by law or the authorities or which are contractually agreed and which apply at the site of usage.

4.2 Contractor shall in particular comply with the laws and regulations in force and applicable to the contractual delivery or service, in particular those on occupational safety, environmental protection, machine safety, etc. Contractor shall indicate whether the goods to be delivered require a declaration of incorporation or a declaration of conformity, in particular a declaration of incorporation or a declaration of conformity in accordance with EU directives (above all the Machinery Directive) and, in such case if necessary, submit said declaration with the respective consignment on delivery. In addition, Contractor shall in principle provide instructions for storage, assembly, maintenance and operation, free of charge –also for use at the end customer's premises.

4.3 Furthermore, the products delivered or services provided by Contractor must comply with the quality requirements and technical specifications agreed with Customer, including any and all attachments and cross-references referred to therein. Necessary and requested documentation forms an integral part of the delivery, and shall comply with the relevant statutory regulations and with the regulations and standards customary in the trade/industry.

4.4 Contractor shall comply with all relevant product and environmental regulations and sub-legislative standards applicable in the EU which relate to the contractual products/goods (materials, components, assemblies, etc.) in the version applicable at the time of the transfer of risk and to provide all related declarations and information free of charge. In particular, this includes the Regulation (EC) No. 1907/2006 on the Registration, Authorisation and Restriction of Chemicals (REACH Regulation) as well as Regulation (EU) 2019/1021 on persistent organic pollutants (POP Regulation). Contractor shall indemnify Customer from any claims and demands on the part of third parties based on non-compliance with the stipulations set down in relevant regulation.

4.5 Contractor also shall enable Customer free of charge to comply at any time with its obligations under Directive 2011/65/EU (RoHS Directive) and the Ordinance on the Restriction of the Use of Hazardous Substances in Electrical and Electronic Equipment (ElektroStoffV) as amended from time to time. Furthermore, Contractor shall provide further information upon request. Contractor shall indemnify Customer against claims and demands of third parties due to non-compliance with the provisions of the relevant ordinance.

4.6 Furthermore, Contractor shall provide Customer free of charge with the Product Carbon Footprints ("PCFs") calculated for the contractual products/goods (materials,

components, assemblies). The PCF comprises all greenhouse gas emissions generated by a unit of product/goods (or a service) - across all processes from the extraction of the resources to the manufacture of the preliminary products and the production of the goods themselves, including transport to the place of destination. If PCFs have not yet been calculated by Contractor, Contractor shall inform Customer about the status and its plans to establish a PCF calculation and about the planned form of information transmission to Customer.

Customer will use or request software, common data interfaces and data formats for the collection of the above-mentioned data. Customer reserves the right to have the data collection carried out by a service provider.

4.7 The Contractor shall comply with the provisions of the U.S. Toxic Substances Control Act (TSCA).

In particular, the Contractor shall ensure that the delivered products do not contain any PBT substances as defined by TSCA Section 6(h) and shall confirm this to the Customer in writing.

Furthermore, the Contractor shall provide in writing all data and information required for the notification of PFAS-containing substances in accordance with TSCA Section 8(a)(7).

4.8 When procuring energy services, products and equipment that have or may have an impact on the essential use of energy, Customer shall notify Contractor that the procurement assessment is partly based on the energy-related performance.

4.9 When selecting a contractor, Customer will, in addition to economic factors, also take particular account of aspects of occupational safety and essential environmental aspects such as energy consumption, the service life of the product or the recycling of the product after end of use.

5. Damages caused by delay

5.1 Should the agreed dates/deadlines not be adhered for reasons for which Contractor can be held responsible, Contractor shall pay liquidated damages of delay of 0.5% of the purchase price for each commenced week of delay, but no more than a maximum total of 5%.

5.2 Without prejudice to no. 5.1, Customer shall be free to claim higher compensation; Contractor shall have the opportunity to substantiate that liquidated damages of delay are in excess of the actual damage.

5.3 In the event that the delay in delivery for which Contractor is responsible should exceed 10 weeks, the payments already made by Customer shall then be subject to payment by Contractor of interest at a rate of 1% above the base rate valid at the time but no less than 5%.

6. Foreign trade regulations

6.1 Contractor shall observe and comply with all national and international import and export regulations that are relevant to the fulfilment of a delivery or service and shall provide all declarations and information relating thereto at his own expense, as well as obtain the necessary transfer or export permits unless the applicable foreign trade law does not obligate the Contractor but instead the purchaser or a third party to apply for such permits; (customs) official inspections must be permitted by Contractor and the necessary official confirmations must be provided.

6.2 In all sales documents to be enclosed to the deliveries, Contractor shall mark performances requiring an export license or which are subject to the US (re-)export regulations – if applicable – with corresponding classification (export list item in accordance with Annex AL to the German Foreign Trade Ordinance or comparable list items of relevant export lists, number of the European Dual-Use List, Export Control Classification Number[ECCN], ECCN EAR99, etc.), as well as the applicable commodity code (HS code), indicate the country of origin and whether goods were transported through the USA, manufactured or stored in the USA or manufactured using US technology. Upon request, Contractor shall submit a Contractor's declaration in accordance with Regulation (EU) No. 2015/2447 and provide further information.

6.3 Contractor shall name a contact person in his company to clarify any questions regarding technical details and export control issues.

6.4 Contractor shall state his VAT ID number on the invoice for Intrastat purposes.

6.5 Customer is only obliged to accept deliveries, services or technologies after presentation of the declarations and information required under 6.1 and 6.2, after receipt of any required licenses or approvals, or after fulfilment of the conditions for the aforementioned approvals or exceptions thereto in accordance with the applicable trade regulations.

6.6 Should such licenses, permits or approvals be rejected or revoked, or should changes occur in connection with the applicable trade regulations which prohibit Customer from fulfilling the contract or expose Customer and/or one of its group member companies to any other liability risk, Customer shall be released from all obligations arising from this contract and at the same time from any liability associated therewith.

6.7 Customer shall be under no obligation under this contract in the event that the acceptance of the delivery or the manufacture of Contractor's product is contrary to applicable relevant laws or administrative regulations relating to import or export controls, including relevant embargo provisions and US sanctions laws, or if any official approvals, licenses, approvals or permits required for the export or import of the delivery item which are required by

Customer, the customer of Customer or by third parties commissioned by Customer for the fulfilment of the Contract are not granted or are revoked. The same shall apply if applicable laws or administrative regulations should change as defined above and Customer, the customer of Customer or a third party commissioned by Customer is therefore prevented from fulfilling the contractual obligations or the fulfilment of the contractual obligations gives rise to an unreasonable liability risk under public or civil law.

6.8 Claims on the part of Contractor for damages or any agreed contractual penalties shall be excluded insofar as Koenig & Bauer cannot be held exclusively responsible for the hindrances to acceptance referred to this section 6.

6.9 Contractor shall be liable for all damages, losses and liabilities incurred by Customer as result of Contractor's failure to fulfil its obligations under section 6.

7. Transfer of risk, dispatch

7.1 Transfer of risk shall take place upon arrival of the goods at the place of receipt precisely specified by Customer. Where deliveries involving installation or assembly or services are concerned, the transfer of risk shall in all cases not take place until physical acceptance.

7.2 Shipping costs shall in principle be borne by Contractor. If the price is ex works or ex warehouse of Contractor, delivery shall in each case be made at the lowest possible cost unless Customer has specified a particular mode of dispatch. Any additional costs for express delivery required to enable compliance with a due delivery date shall be borne by Contractor.

7.3 Each delivery must be accompanied by a delivery note stating the supplier number, material number/item number, order number, order item and the commercial origin (in accordance with the Union Customs Code UCC) for each item. The number of packages must be stated. Different items shall be packed separately and identified. Notification of dispatch shall be given immediately with the aforementioned details.

7.4 Cross-border deliveries shall be made duty unpaid to Customer. Such deliveries shall be notified to Customer in due time in order to ensure proper customs treatment. In particular all relevant transport data are to be notified in due time before arrival of the goods and all documents required for customs clearance, such as EORI number, waybill, commercial invoice, packing list, original bill of lading, etc., shall be provided in due time.

7.5 Should the goods be forwarded directly by Contractor to customers of Customer, Customer is in all cases to be notified accordingly before their dispatch. All relevant transport data, such as mode of dispatch, type of packaging, markings, number of packages, gross and net weight,

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etc., as well as the customs invoices enclosed with the consignment shall be sent by fax at the latest one week prior to the date of dispatch.

7.6 The relevant packaging regulations (VerpackV) shall apply.

Contractor shall ensure that the delivered goods are packaged appropriately, carefully, where necessary product-specifically, and in such a way as to be suitable for transport and protected against damage and/or corrosion during transport/shipment or interim storage.

8. Invoices

Invoices shall contain the order identification referred to in section 7. Invoices lacking this information will not be paid. Invoices are to be sent to Customer in their original form. Copies of invoices shall be marked as duplicates.

9. Prices, Terms of Payment

9.1 Subject to verification of the invoice and unless agreed otherwise, payments shall be made within 30 days less 4% cash discount or net within 60 days.

9.2 The term of payment shall commence as soon as the delivery or performance has been provided in due time, in full and free of defects and a correctly issued invoice has been received.

9.3 For payments to countries outside the European Union, the Customer and the Contractor shall each bear the fees, costs, and charges incurred by their respective banks for the payment (including transfer fees, exchange rate fees, etc.) themselves.

9.4 Cash discount shall also be permissible if Customer offsets or withholds payments in reasonable amounts on grounds of defects.

10. Warranty and liability

10.1 Since the contractual item is part of an overall system and, as such, constitutes a capital good of the end customer, the parties are agreed that the warranty period shall be 36 months as from the end customer's acceptance unless a longer period of limitation is required by law. The warranty period commences upon acceptance of the contractual product or the contractual service.

10.2 The delivered goods will be inspected for defects in accordance with the practices applied by Customer. An incoming goods inspection will be performed by Customer only for externally detectable transport damages and for externally detectable deviations in terms of identity and quantity. Customer will give notice of such defects within a reasonable period of time. Subsequently, Customer will submit complaints about defects as soon as these are detected to Contractor in the ordinary course of business.

Customer shall not be subject to any further inspection obligations in express limitation of § 377 HGB. In such instance, Contractor shall waive the objection to delayed notification of a defect.

10.3 Defects determined prior to/at the time of transfer of risk or arising during the warranty period shall, at Customer's discretion, be either rectified or Contractor shall effect a replacement delivery and/or performance that is free of charge and free of defects to the place of use. Installation and deinstallation costs arising within the framework of rectifying a defect or the provision of a renewed delivery or performance as well as the costs of the establishment of the defect itself shall be borne by Contractor. This shall also apply to deliveries of which only random samples have been tested.

10.4 Should Contractor fail to rectify defects or effect renewed delivery or performance free of defects within a reasonable period set by Customer, this shall entitle Customer to

- withdraw from the contract in whole or in part without compensation, or
- demand a reduction of the price, or
- at the expense of Contractor undertake repair work or replacement itself or have such work or replacement performed by third parties.

In addition Customer may claim damages for non-performance.

Customer is entitled to the same rights if Contractor declares himself unable to rectify the defects or arrange replacement delivery or performance within a reasonable period of time.

10.5 The above provisions shall apply correspondingly for and to the delivery of replacement parts and repair work performed.

10.6 Should Contractor repeatedly deliver defective goods or repeatedly provide defective services, Customer shall be entitled to withdraw from the contract or, where contracts provide for multiple deliveries, to terminate the contract immediately. If, as a result of defective deliveries, it becomes necessary to carry out a complete inspection of incoming goods above and beyond the level of the normal inspection, Contractor shall bear the cost thereof.

10.7 The aforementioned claims shall become statute-barred after a period of one year as from notification of the defects in question but at the earliest on expiry of the period stipulated in section 10.1 above, however. Such limitation period shall be suspended for as long as Contractor has not definitively rejected Customer's duly submitted claim.

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10.8 Should Contractor employ the services of third parties in the execution of the contractual performance, Contractor shall be liable for such third parties and for vicarious agents thereof.

10.9 Contractor guarantees that the deliveries and services are free from the rights of third parties and that, in the event of infringement for which Contractor is responsible, Contractor shall indemnify Customer against any and all liability.

10.10 Should the end customer and/or third party assert claims based on a service or performance of Contractor, Contractor shall indemnify Customer against liability in this respect if and insofar Contractor is responsible for the cause of such claim.

10.11 The statutory provisions shall apply in all other respects.

11. Product liability, indemnification, liability insurance cover

11.1 Insofar as Contractor is responsible for damage to a product, it shall be obliged to indemnify Customer against claims for damages by third parties on first demand insofar as the cause is set in its sphere of control and organization and it is itself liable in relation to third parties.

11.2 Within the scope of its own liability for cases of damage within the meaning of section 11.1, Contractor shall also be obliged to reimburse Customer for any expenses pursuant to §§ 683, 670 BGB or pursuant to §§ 830, 840, 426 BGB which arise from or in connection with a recall action lawfully carried out by Customer. As far as possible and reasonable, Customer shall inform Contractor in good time in advance of the content and scope of such a recall action and give Contractor the opportunity to comment.

11.3 Customer will inform the relevant competent authority in accordance with the provisions of the ProdSG (Produktsicherheitsgesetz) in consultation with Contractor.

11.4 Contractor undertakes to maintain product liability insurance with a lump sum cover of € 10 million per personal injury/property damage for the duration of this contract, i.e. until the respective expiry of the limitation period for defects; if Customer is entitled to further claims for damages, these shall remain unaffected.

12. Availability of spare parts

12.1 Contractor shall guarantee the availability of spare parts for the delivered item as follows: for mechanical parts for a period of 20 years, for electrical parts for 10 years and for electronic parts for 5 years, whereby similar and/or compatible solutions shall be admissible. Any conversion costs necessary in this connection shall be borne by Contractor.

12.2 Price increases shall be solely subject to the price increase rates determined by the Federal Statistical Office.

13. Subcontracting to third parties

Contractor may only subcontract to third parties subject to the prior written consent of Customer.

14. Provision of materials

14.1 Materials provided by Customer shall remain the property of Customer and shall be stored, labelled and managed recognizably separately and free of charge. Such materials shall only be used for orders placed by Customer. All risks for provided materials shall be borne by Contractor.

14.2 Contractor shall have no right of retention for whatever reason in respect of such provided goods.

14.3 Processing or transformation of the provided materials shall be carried out on behalf of Customer. The latter shall immediately acquire ownership of the new or transformed goods. Should this not be possible for legal reasons, Customer and the Contractor agree that Customer shall acquire ownership of the new item at all times during such processing or transformation. Contractor shall store the new goods with due care, free of charge and at its own risk on behalf of Customer.

15. Tools, molds, samples, etc.

15.1 Models, devices and tools provided by Customer or tools, samples, models, profiles, drawings, standard specification sheets, printed matter and software produced by Contractor for the account of Customer for the purposes of order execution, as well as goods subsequently manufactured by using these items, shall become and remain the exclusive property of Customer and may neither be passed on to third parties nor used for purposes other than the performance of the contract without Customer's prior written consent. Such items shall be secured by Contractor against unauthorized access or use. Without prejudice to any further rights, Customer may demand the surrender of these items if Contractor fails to comply with the aforementioned obligations.

15.2 The models, devices and tools provided by Customer or tools, samples, models, profiles, drawings, standard specification sheets, printed matter and software produced by Contractor for the account of Customer for the purposes of order execution, as well as goods subsequently manufactured by using these items, shall at all times be and be kept marked as property of Customer. Events affecting Customer's ownership of such models, devices and tools are to be promptly reported to Customer.

15.3 Contractor shall compensate Customer for lost or damaged models, devices and tools to the extent that

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Contractor is responsible for such loss or damage. Furthermore, Contractor warrants that such models, devices and tools are insured against fire, theft and damage caused by third parties. The costs thereof shall be borne by Contractor.

15.4 If models, devices and tools provided by Customer or tools, samples, models, profiles, drawings, standard sheets, print templates and software produced by Contractor on behalf of Customer for the completion of an order are processed or transformed, this shall be done for Customer. Customer shall immediately become the owner of the new or modified item. Should this not be possible for legal reasons, Customer and Contractor agree that Customer shall become the owner of the new item at all times during processing or transformation. Contractor shall store the new item free of charge for Customer with the care of a prudent businessman and at its own risk.

16. Confidentiality

Contractor shall be obliged to keep confidential information obtained from Customer, in particular all illustrations, drawings, calculations and other documents and information received, strictly secret and not make them accessible to third parties, unless they are generally known or have become known to Contractor by other lawful means. .

17. Assignment of claims

The assignment of a claim shall only be permissible subject to Customer's prior written consent.

18. Execution of contractual work / Insurance cover

When executing contractual work on the premises of Customer or of companies affiliated thereto within the meaning of Article 15 of the German Stock Corporation Act (AktG) or of third parties, it is essential to ensure compliance with all relevant company regulations as well as the applicable rules for entering and leaving the facilities and buildings. Liability of Contractor for accidents involving Contractor's personnel on Customer's premises shall be excluded unless intent or gross negligence on the part of Customer is proven.

Contractor shall ensure sufficient insurance cover for the performance of all contractual work.

19. Compliance with the minimum wage law

19.1 Contractor guarantees that each and every employee employed by Contractor is paid at least the respectively applicable statutory minimum wage at all times and punctually. Subcontractors and personnel leasing companies with whom the Contractor has contractual relations shall be obligated accordingly in this respect by Contractor.

19.2 As regards subcontractors and personnel leasing companies with whom Contractor or subcontractors of

Contractor have contractual relations, Contractor guarantees that each of the employees employed by them is in a proper contractual relationship and receives remuneration punctually and at least in the amount of the respectively applicable statutory minimum wage.

19.3 Customer shall be entitled to check Contractor's compliance with the obligations to pay the minimum wage by inspection of business documents while respecting data protection regulations. For this purpose, Contractor shall, at Customer's request, submit verifiable substantiation free of charge within a reasonable period, in particular the documents in accordance with the legal requirements and payrolls, in each case in an anonymized form. Subcontractors and personnel leasing companies with whom Contractor has contractual relations shall be obligated accordingly in this respect by Contractor.

19.4 Contractor shall fully indemnify Customer in full from all liability in accordance with the relevant statutory regulations for the protection of the minimum wage. Should claims under the relevant statutory regulations for the protection of the minimum wage be asserted against Customer by employees of Contractor, employees of subcontractors of Contractor or employees of personnel leasing companies with whom Contractor has contractual relationships, Contractor shall bear all costs arising therefrom, irrespective of fault. To hedge the right of recourse, Contractor shall, on request, furnish Customer with a security in the form of an irrevocable and unconditional directly enforceable guarantee in an appropriate amount on first demand issued by a credit institution or credit insurer authorized to carry out such transactions in Germany. The costs of such guarantee shall be borne by Contractor

19.5 Should Contractor violate the obligations under this section 18 or should claims be asserted against Customer in accordance with the relevant statutory regulations for the protection of the minimum wage by employees of Contractor, employees of Contractor's subcontractors or employees of personnel leasing companies whose services are made use of by Contractor, Customer shall be entitled to terminate orders and other agreements – also in part – without notice.

20. Compliance

20.1 Customer expects its contractors to comply with all applicable laws and regulations, as well as with international and industry standards.

20.2 In addition, the following principles must be acknowledged and complied with:

- UN guiding principles on Business and Human Rights, including labor rights and the right to fair and equal treatment
 - Prevention of any form of discrimination, in particular due to nationality, ethnic origin, gender, sexual orientation, religion, disability or political persuasions

- No toleration of child labor or other exploitation of children, regardless of the country of business activity
- Compliance with statutory regulations or collective bargaining regulations on minimum wage
- Self-commitment to fair competition in accordance with applicable law
- No offering or promising of improper benefits
- Avoidance of conflicts of interest
- Respect and protection of the intellectual property of third parties
- Compliance with statutory and contractually agreed quality and safety standards
- Compliance with all applicable environmental requirements as well as requirements on the use and processing of hazardous substances and in respect of product safety

20.3 Contractor undertakes to pass on the aforementioned principles to current and future affiliated companies in Germany and abroad as well as to their own contracting partners, in particular the links in the upstream supply and production chain.

20.4 Upon request, Contractor shall provide Customer with information on its compliance with the aforementioned principles. Customer reserves the right to check the correctness of the information and the conformity of the Contractor's activities through its internal audit department or through appropriately appointed external experts.

20.5 Should the Contractor fail to adhere to the basic principles set out above, the Customer shall be entitled to extraordinary termination of the business relationship.

21. Copyrights, rights of use

21.1 Insofar as the performance is subject to copyrights, Contractor shall grant Customer, free of charge, a non-exclusive, transferable license thereto with worldwide validity for the legal duration of such copyrights. Such license shall include the right to duplication, distribution, modification, adaptation, transfer and commercialization in any form.

21.2 Title to all results and interim results of Contractor's deliveries and services, e.g. service specifications, specifications, studies, concepts, documentation including installation, usage and operation manuals as well as documentation for maintenance and further development, reports, consulting documents, charts, diagrams, images and individual software, programs, software adaptations (customizing) and parameterizations, as well as all interim results arising therefrom and aids created for them and/or other service results (together: "Work Results") shall, insofar as they are embodied objects, pass to Customer upon handover of these objects. For the rest, Contractor hereby grants Customer the exclusive, perpetual, irrevocable and sub-licensable and transferable right to use and exploit these Work Results with their creation, at the latest upon

their handover, without any spatial, temporal or content-related restrictions. This right of use includes all types of use, in particular the storage, loading, execution, data processing, editing also by third parties including the permanent connection with Contractor's services, the right of reproduction and distribution, the right of performance and public presentation, the right of remarketing as well as the right to make changes, redesigns, translations, additions and further developments. The right of use also includes future, new forms of use. Customer is entitled to grant sub-licenses and further rights of use to these rights of use and to transfer rights of use to third parties, for a fee and free of charge, without the need for further consent from Contractor. Contractor shall ensure that the parties involved in the performance of the contract on its part waive the following: to be named as authors, and access to any originals of the software or other works such as documentation, drawings and to other potentially copyright-protected Work Results.

21.3 With respect to works, other copyrights or other unprotected technical knowledge (know-how) of Contractor developed or used by Contractor before the start of the contract, as well as know-how, standard software and development tools (together "Contractor's Intellectual Property") acquired by Contractor, its vicarious agents and servants during the provision of services independently of the contractual service, Contractor hereby grants the Principal a non-exclusive, irrevocable, perpetual, spatially unlimited, transferable, sub-licensable, compensated right of use to use this Contractor's Intellectual Property, insofar as this is necessary for the use of the Work Results created by Contractor for Customer, without the need for further consent from Contractor. This also includes the reproduction, processing and modification of Contractor's Intellectual Property by the Principal or third parties, insofar as this is necessary for the use of the Work Results.

21.4 Insofar as Contractor carries out customizing on its own software or on third-party software for Customer, it shall grant Customer the rights of use thereto in accordance with clause 21.2.

21.5 Contractor shall notify Customer in writing - if applicable - before the conclusion of the contract of all third-party software, standard software, development tools and other works (such as documentation required for the further development and processing of the Contractor's service results) to be used in connection with the development of the Work Results, including those which Contractor uses as a licensee. These shall be listed in the contract, including the Contractor's rights to them. Unless otherwise agreed in the contract, Contractor shall in any case grant Customer the rights of use to third-party software, standard software, development tools and other works in accordance with clause 21.3.

21.6 Insofar as employees or vicarious agents of Contractor are co-authors, Contractor warrants that it has acquired a grant of rights of use and exploitation from them corresponding to clauses 21.2 and 21.3, respectively.

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21.7 Insofar as the Work Results contain inventive achievements, Contractor undertakes, in the case of an employee invention, to claim it in good time and to transfer the invention to Customer. Customer may, at his own discretion, file for property rights for inventions in his name or in the name of a third party designated by him worldwide. Contractor undertakes to provide any declarations and signatures that may be necessary for the acquisition, maintenance and defense of such rights. No special remuneration shall be paid for this.

21.8 Updates, upgrades, additions, new versions or similar provided by Contractor to Customer in connection with the deliveries and services, as well as the respective updated documentation for them (together "Updates"), are also subject to the provisions of these terms.

21.9 The rights of use granted shall remain unaffected by a withdrawal from the contract, its termination or other termination.

22. Supplementary provisions

Should any provision of the contract or of these Terms and Conditions of Purchase be or become disputable or invalid, this shall not affect the validity of the contract or the Terms and Conditions of Purchase as a whole. In such case, the parties shall replace the disputable or invalid provision by a provision that comes as close as legally possible to the economic sense and purpose of the original provision

23. Place of fulfilment, place of jurisdiction

23.1 Place of fulfilment shall be the place of receipt specified by Customer; place of payment shall be the domicile of Customer.

23.2 Place of jurisdiction shall be Würzburg.