

**General Terms and Conditions of Purchase of AKKA Business Unit Germany for IT Services,
Part A: General**

The AKKA Group Germany ("AKKA") is internationally leading in Engineering and Consulting services. AKKA is distinguished by the tightly meshed development and consulting services covering the entire automotive value chain, railway and aerospace sectors. With more than 5000 employees, AKKA is represented in Germany, the Czech Republic, Hungary, China, Turkey and the USA. The company is part of the network of AKKA Technologies SE headquartered in Brussel. The present general purchase conditions apply to the AKKA companies of the Business Unit Germany. The contracting AKKA Company is called "AKKA" in the following.

Clause 1: General provisions

1. Validity and conclusion of this agreement
All services performed by the Contractor in information technology and telecommunications technology are solely subject to these General Terms and Conditions of Purchase for Information Technology (GTCPIT) in the version available at the conclusion of a contract. A contract is generally concluded by virtue of the Contractor's unqualified acceptance of the Principal's purchase order. Acceptance under this definition shall also be assumed if the Contractor starts performance of the services upon the receipt of the purchase order. General terms and conditions of the Contractor and its suppliers shall not be applicable, including any provisions pre-formulated as shrink-wrap or click-wrap terms.
2. Companies within the AKKA Business Unit Germany
Any Group company (according to the German Stock Corporation Act AktG sections 15ff) of AKKA Business Unit Germany may act as a Principal under these GTCPIT if this is specified at the conclusion of a given purchase. Group companies may join this agreement, e.g. by placing purchase orders with reference to a contract. A Principal may withdraw from a contract if other Principals take over its contractual duties. Contracts may also be transferred by the Principal from one Group company to another. The Contractor may terminate a given contract if it has become unreasonable for it. If non-exclusive usufruct is granted, it always includes the exercise of this usufruct by Group companies and by third parties where such use serves entirely the objectives pursued by the Principal and the Group companies. If exclusive usufruct is granted, it always includes the right to transfer this right to Group companies and to third parties and the right to issue sublicenses.

Clause 2: Organisation of performance

1. The Contractor shall ensure that the staff it engages are not integrated into the operations of the Principal or a Group company. Staff engaged by the Contractor do not enter into the Principal's employment even if they perform services on the Principal's premises.
2. Before the beginning of performance the Contractor shall specify to the Principal a contact with suitable responsibilities. The Principal shall be notified in good time whenever a different contact is appointed. If services are performed on the Principal's premises, the Contractor shall ensure compliance with the Principal's safety and security regulations and information policies which shall be issued to the Contractor upon request. If the Contractor accesses the Principal's IT and telecommunications facilities, it shall ensure strict observance of the relevant information security policy, especially with regard to remote access.
3. The Contractor also undertakes to observe any further-reaching or amended policies provided by the Principal. This does not apply if observance is unreasonable for the Contractor and if the Contractor objects to a policy immediately and in writing upon gaining knowledge of the same, stating the essential reasons.
4. As soon as a contract has terminated, the relevant Contractor's staff shall lose their right of access to the Principal's contractually specified systems and premises. The Contractor shall then also return any ID cards and other authentication items received from the Principal (such as tokens, smart cards, etc.).

Clause 3: General duties

1. Performance of services
The Contractor shall perform all services in accordance with established engineering and quality standards as available at the conclusion of the contract. All hardware shall be delivered with CE certificates and in compliance with the latest applicable VDE and accident prevention regulations. Software shall be provided with due regard to generally accepted principles of information processing ("Grundsätze ordnungsgemäßer Datenverarbeitung, GoDV") and the relevant quality standards. Any products that are delivered shall be comprehensively checked and tested before they are made available.
2. Checking for malicious software
Any products and services delivered by the Contractor, all data media and all products and services sent electronically (e.g. by e-mail or data transfer) within the parameters of a service shall be checked for malware (e.g. Trojans, viruses, spyware, etc.), using up-to-date checking and analysis methods to ensure freedom from malware. The relevant data medium may not be used if malicious software is detected. If the Contractor discovers the presence of malware within the Principal's facilities, it shall notify the Principal immediately. The same duty shall apply to all forms of electronic communication.
3. Staff deployment
The Contractor shall use qualified staff in conducting its brief. If a member of staff delivers repeatedly poor service or displays any other serious misconduct, the Principal may require the immediate replacement of that person. The resulting costs and training times shall be the Contractor's liability.
4. Place and time of performance
Services shall be performed at the agreed place of performance and at the agreed times of performance. Otherwise the price and performance risk shall not pass to the Principal. If no place of performance has been agreed, it shall be the Principal's registered place of business.
5. Use of open source software
The Contractor is not permitted to integrate freeware or open source software (OSS) into software developments for the purpose of contractual fulfilment. This also applies if the licensing terms and the terms of use of such an application expressly permit their use, whether in the original, modified, derived or any other form. The use of OSS may be permitted in cases where the Contractor (i) asks AKKA GmbH & Co. KGaA to authorize the use of such an application in writing, (ii) sends the Principal the relevant licensing terms and terms of use, (iii) sends notification of the reasons (advantages/benefits) for the use of the OSS application, and (iv) AKKA GmbH & Co. KGaA provides written approval to use the OSS application for contractual fulfilment.
6. Any use of OSS applications without the Principal's prior written consent is deemed to be an essential contractual violation. If a contractual service performed by the Contractor contains OSS that has not been authorized by AKKA GmbH & Co. KGaA, then the resulting application shall be considered inadequate.

Clause 4: Principal's cooperation

1. Cooperation
The Principal shall cooperate with the Contractor as required and as specified under this agreement.
2. Right of access and use of equipment
Where this has been agreed in advance, the Principal shall grant the Contractor the necessary access to premises and shall provide the agreed working rooms and resources.
3. Documents
If specific documents and details are required for carrying out the service, they shall be provided by the Principal on whatever date has been agreed, provided that they are available or obtainable and that there is no impediment to their disclosure. If the Principal supplies documents or items of whatever kind that are required for the contractual work, then the Contractor shall receive such items merely on loan. Such documents or items may only be used for conducting the relevant IT consultancy project and shall be returned to the Principal after the conclusion of the relevant order without the need for a request. All technical resources, documents, details and data media provided by the Principal shall only be used for the contractual services. They shall either be returned to the Principal upon the completion of the order, together with any copies that have been made, or – if requested by the Principal – they shall be destroyed under clause 7 of these GTCPIIT, with written confirmation of destruction sent to the Principal. The Contractor is not entitled to a right of retention in respect of data, information, documents or other resources.
4. Duty to notify defects
Should the Principal's cooperation be inadequate, then the Contractor shall notify the same immediately and in writing. Otherwise, the Principal shall not be considered late, so that the Contractor will not be entitled to claim inadequate cooperation. The Principal is only responsible for inadequate or late cooperation if this is within its responsibility.

Clause 5: Changes to services

The Principal may require changes to contractual services at any time. The Contractor may object to change requests if implementation of such requests is unreasonable for the Contractor. If the Contractor incurs additional expenses through changes, it may require a suitable increase of the relevant period of time as well as payment under the agreed rate, which shall be specified in writing. If the parties do not come to a consensus and if it is unreasonable for the Principal to continue under the contract without the specified change, then the Principal may effect termination for cause in respect of the specific service that needs to be changed.

Clause 6: General provisions of payment

1. Basis of payment
All the Contractor's payment claims shall be based either on a written purchase order that has been unconditionally accepted by the Principal or on a written agreement concluded between the parties. Any payments that are made by the Principal do not automatically mean consent with deviations from the purchase order. Contractor's payment claims over and above the purchase order are only acceptable if they are based on a prior written purchase order that has been unreservedly accepted by the Principal.
2. Travel expenses and incidental costs
If the parties have agreed on the reimbursement of travel expenses and incidental costs and expenses, then the AKKA Policy for Travel Expenses and Incidental Costs shall become applicable.
3. Payment upon early termination
If the Principal prematurely cancels a contract either completely or in parts, it shall pay for the services performed until the cancellation date, unless cancellation is within the Contractor's own responsibility. Contractual services performed until the date of termination shall be delivered to the Principal as detailed in the contractual provisions. In such cases there shall be no further-reaching claims.
4. Invoices
After the performance of the service, the Contractor's payment claim does not become due until a legally compliant invoice has been issued, as specified by the German VAT Act (UStG), sections 14 and 14a. Invoices can only be processed if they meet the following requirements, including details of
 - a) the service recipient and his/her department,
 - b) purchase number and date of completion,
 - c) total net value of the blanket purchase order,
 - d) blanket order number and date,
 - e) bill-to party and
 - f) delivery date.Moreover, the original invoice must be sent to the bill-to party and a copy to the service recipient. Any consequences resulting from non-compliance shall be the Contractor's responsibility, unless the latter can provide evidence that it bears no responsibility. Unless otherwise agreed in writing, once a contractually compliant invoice has been issued, the Principal shall make the relevant payment without deductions and within 30 (thirty) days of the receipt of the invoice. Each service invoice shall be accompanied by confirmation of service which shall be signed and approved by the relevant staff member of the Principal.
5. Taxes
All payments are subject to German VAT at the relevant statutory rate, added to the total amount.
Other taxes may only be billed in addition to the agreed amounts if they are tax-neutral for the Principal, i.e. if they can be made tax-deductible by the same. The Contractor and the Principal shall endeavor to do whatever they can to ensure the possible reduction or elimination of taxes that might arise in connection with this agreement, where such reduction or elimination is possible under national regulations and under any double taxation treaty that may have been concluded between the Principal's country of business and the Contractor's country of business (hereinafter "treaty").
The Contractor shall bear any taxes and charges of any kind that have been incurred in connection with the Principal's payments or which have been imposed on the Contractor by tax authorities. The Principal shall bear any taxes and charges of any kind that have been imposed on the same in connection with its payments in the country where the Principal has its registered office.
The preceding sentence shall not apply to taxes on income imposed or payable in compliance with national regulations and with a treaty where there is one. The Contractor shall meet all the required tax commitments that arise in conjunction with the delivery of the product or service in the relevant country; the Contractor shall also provide the Principal or a Group company specified by the Principal or third parties with all the documents required to ensure that payments agreed with the Principal can be made by the Group company or by the third parties that obtain products or services through the Principal. The Contractor shall ensure that these specifications can also be met by any subcontractors it may have instructed.

6. Retention and set-off

The Contractor can only justify set-off or a right of retention or a right to refuse service if the counterclaim has been established as legally enforceable or if it has not been disputed or reached the decision stage.

7. Retention and accidental loss

If contractual penalties have been incurred or if claims for delays, additional expenses or agreed collateral have arisen, then such amounts may be deducted by the Principal to a reasonable extent. The Contractor is not entitled to payment if the service was destroyed before the transfer of risk to the Principal.

Clause 7: Confidentiality, data protection, information security and storage

1. Confidentiality

- a) Business between the parties necessitates the storage of the Contractor's business details in the Principal's global procurement system which can be accessed by the Principal's procurement staff. Data may be stored and used for contractually related purposes only. Both parties are responsible for compliance with the relevant data protection regulations within their respective spheres of responsibility. This provision applies without prejudice to any mandatory legal requirements. If a given blanket purchase order also involves the processing of personal data, then the Contractor shall, in the course of contractual fulfilment, observe the organizational and technical data protection and backup precautions agreed with the Principal as well as any legal provisions that may be applicable.
- b) The parties shall maintain confidentiality on all details associated with the conclusion of a purchase, in particular, the amount that is paid and the length of the payment agreement, and shall refrain from sharing such information with third parties. Third parties are all non-affiliated companies within the meaning of the German Stock Corporation Act (AktG) section 15, with the exception of companies that have a dominant position in relation to the Principal.
- c) The Contractor agrees to maintain confidentiality on all details and on all intentional and accidental knowledge to which it directly or indirectly gains access in the course of its research and development work with the Principal, even where such information has not been expressly designated as secret or confidential or where it is not identifiable as such. Where the Contractor has gained access to details or where it has gained intentional or accidental knowledge, it undertakes to refrain from using such information for its own purposes unless it has obtained the Principal's express consent. This commitment applies, in particular, to all business and operational documents, information and other details about operations, the manufacturing of products, developments, enhancements, envisaged schedules, targets and ideas for implementing the project. Also, all project-related findings may only be used for expressly agreed business purposes.
- d) In particular, the Contractor assures the Principal that it shall not disclose such information to third parties or make it available to third parties in any other form and that it shall take all reasonable precautions to prevent third parties from gaining access to such information.
- e) The Contractor shall take any precautions that may be required to ensure such confidentiality. All confidential information shall be kept in a safe place and shall be returned to the owner whenever this may be requested, in which case the Contractor shall not retain any copies of the confidential information or any other documentation concerning the same.
- f) This confidentiality commitment does not cover information which
 - (i) was known before the conclusion of this agreement,
 - (ii) entered the public domain through publications, unlawful acts or omissions or in other ways,
 - (iii) was obtained by one of the parties from a third party without a confidentiality commitment.
- g) The parties undertake to maintain extremely strict confidentiality on any inventions and patent applications until the day of disclosure.
- h) The Contractor undertakes to place subcontractors and freelance contractors under a confidentiality commitment, as detailed in the aforementioned provisions.
- i) Unless this has already been done under industrial law, the Contractor shall ensure that any of its staff who work on a contractually specified project will sign written confidentiality agreements as specified in this clause; the Contractor shall also point out to such staff that their commitment will continue to be applicable after the termination of their employment. Should this be requested by the Principal, the Contractor shall provide the latter with copies of such project-specific written confidentiality agreements.
- j) The confidentiality commitment and the undertaking not to use intentional or accidental information as specified in this clause shall not be impacted by the termination of the purchase agreement or of any specific order and shall remain in force for a period of 2 years from the termination of a specific order or of the relevant purchase agreement.
- k) Unless the Contractor has obtained the Principal's consent, it shall not be entitled to publicize the fact of its collaboration with the Principal or to designate any contractual project work as reference projects.
- l) Should the Contractor violate its confidentiality commitment, then the Principal may require payment of an appropriate contractual penalty. In such a case, however, the assertion of further damage claims shall remain unaffected by the payment of the contractual penalty. If further damage claims are made, the contractual penalty shall be offset, and the Contractor shall be entitled to provide evidence that the violation of confidentiality was not within its responsibility.

2. Data protection

The Contractor undertakes to comply with all data protection regulations in their latest valid versions. Any staff used by the Contractor on the project shall be placed under a written commitment to observe data confidentiality as specified in the German Data Protection Act (BDSG) section 5. In addition, the Contractor shall take all the technical and organizational precautions required under BDSG section 9 to ensure compliance with data protection requirements. The Contractor shall delete all personal data upon the termination of this agreement and notify the Principal accordingly. The Contractor shall instruct all its staff concerning the relevant data protection regulations and commit them to data confidentiality. The resulting statements shall be submitted to the Principal or its data protection officer upon request. If requested, the Contractor shall provide the Principal with details of the name(s) and contact details of its data protection and information security contact(s). If the Contractor processes personal data outside the European Union (EU) or accesses personal data from countries outside the EU, then the Contractor shall undertake to comply with the Code of Conduct attached as an annex.

3. Information security

The Contractor undertakes to use state-of-the-art technology in protecting all the Principal's information and data immediately effectively against unauthorized access, modification, destruction, loss, unauthorized processing and other misuse. When backing up the Principal's data, the Contractor shall take all state-of-the-art precautions and measures to ensure that data can be archived and restored without risk of loss or legal violations.

4. Data storage

Unless destruction of documents is required by the Principal, the Contractor's duty to store documents shall end 10 years after the termination of the agreement or 6 months after the delivery of a written request to the relevant Principal to collect the documents.

To ensure process and performance quality the contractor warrants that he applies certified quality management systems (for example ISO 9000). This also applies for the achievement of adequate information security (confidentiality, integrity and availability of AKKA information and data of all kinds) by the given warranty of the actual state of art technology and appropriate organizational measures. In this regard the customer is entitled to carry out audits at the contractor concerned. Information security incidents which have or may have a direct or indirect impact on AKKA must be reported immediately to AKKA (corporatesecurity@akka.eu).

Clause 8: General service disruptions and delays

1. General points
All agreed dates and delivery periods are binding. The Contractor shall notify the Principal immediately when a delay is likely to occur.
2. Deliveries and delays in delivery in relation to purchasing contracts and contracts for work and services
Whether or not a service has been performed on time shall depend on the actual delivery of the contractual service at the agreed place of performance and at the agreed time. If the Contractor is late in its performance, the Principal may – upon the expiry of a reasonable additional period – rescind the contract and may require the payment of damages in lieu of performance.
3. Additional expenses/work incurred by Principle
If the Contractor is late in its performance, it shall reimburse the Principal for any additional expenses/work incurred by the latter. This shall apply irrespective of further-reaching claims that the Principal may have.

Clause 9: Liability for defects

1. Liability for material defects
 - a) A delivered item is only free from material defects if it has the required properties at the time of the transfer of risks, particularly the agreed properties. If no properties have been agreed, an item shall be considered free from material defects if the item has unqualified suitability for the contractually assumed use and if it matches at least the specifications detailed in its documentation. A material defect shall also include improper installation by the Contractor and cases where specifications, an installation guide, an operating manual, a user guide or a maintenance manual (summarily: "documentation") is defective or where the item is not state-of-the-art upon delivery. A material defect shall also include cases where the Contractor delivers a different item or an insufficient quantity.
 - b) Defects not documented upon acceptance or hand-over
If an acceptance or hand-over record was written upon hand-over, then the Contractor shall remove the documented defects immediately. Any defects not specified in the acceptance or hand-over record shall be removed by the Contractor immediately upon notification, free of charge and within the period of limitation. The Principal shall also be entitled to claims arising from non-compliant service in cases where known defects have not been specified by the Principal as a proviso in the statement of acceptance.
 - c) Limitation of liability in time
The limitation period for material defects shall be 2 years from the date of acceptance or hand-over. This period shall automatically be extended upon notification of a defect.
2. Warranty of title
 - a) Third-party rights
The Contractor shall perform its service without giving rise to third-party claims. This concerns, in particular, the issue of usufruct which the Contractor undertakes to grant to the Principal, ensuring that usufruct is not compromised by third-party rights.
 - b) Claiming of rights and defense by Principal
If third parties assert claims towards the Principal on account of the violation of rights, then the Contractor shall indemnify the Principal against such claims and bear the costs of the required defense. The Principal shall immediately notify the Contractor of such third-party rights. If the Contractor fails to defend the Principal against such claims or if it does so to an inadequate extent, then the Principal reserves the right to conduct all required defense. The Principal shall provide the Contractor with all the information and documents that are available for defense purposes. Unless the costs arising through defence are paid by the third party, the Contractor shall reimburse the Principal for any such costs incurred by the latter.
 - c) Contractor's defense options
The Contractor may, at its own discretion, respond to a violation of industrial property by changing or replacing the affected item in such a way that the item ceases to violate third-party rights while ensuring that the agreed use of this item continues without qualification, or it may provide the Principal with a right to the continued use of that item.
Any additional expenses that are incurred in this way by the Principal shall be reimbursed by the Contractor. If the Contractor is no longer able to meet its performance duties as a result of the rights violation, then the Principal may cancel the contract affected by the violation.
 - d) Limitation of warranty of title
The limitation period for claims arising from warranty of title is two years, starting at the end of the calendar year in which the claim arose and when the Principal learnt about the industrial property rights violation and the entitled claimant or when the Principal should have learnt about it without gross negligence. This period shall automatically be extended upon notification of a defect by the Principal.

Clause 10: Liability

1. Third-party liability insurance
The Contractor shall maintain a liability insurance with a minimum coverage of €2.5 million and shall provide evidence of its existence to the Principal immediately upon request. The sum insured may be increased or reduced for each specific order, depending on the volume of the contractually specified service.
2. Form of liability
 - a) The Contractor shall only be liable in cases of wilful misconduct or gross negligence. Otherwise all liability, especially liability for indirect and/or consequential damage – e.g. for loss of profit or loss of production – shall be limited to EUR 10 million. Liability exclusion shall not be applicable in cases where the Contractor would be liable for injury or for damage to privately used items under the German Product Liability Act (Produkthaftungsgesetz).

- b) If the Contractor, its staff or other vicarious agents are – for whatever reasons – held liable by a third party under tort or product liability legislation, then the Principal shall either indemnify the Contractor against such claims or pay compensation for the same upon first request; this does not apply in cases of wilful misconduct or gross negligence on the part of the Contractor or its staff or other vicarious agents.
- c) Damage to Group companies
As well as claiming compensation for its own damage, the Principal may claim for other Group companies, thus claiming payment to itself as if such damage were its own.
- d) Right of cancellation for a compelling reason in the event of continuous obligations
Either party may terminate a continuing obligation in the presence of a compelling reason.
 - (i) The following instances, in particular, shall count as compelling reasons:
an application for insolvency proceedings has been filed in respect of the other party's assets, OR
insolvency proceedings have been opened in respect of the other party's assets or proceedings have been refused for lack of assets, OR proceedings have been opened to obtain the other party's affirmation in lieu of oath.
 - (ii) The following, in particular, shall be compelling reasons for the Principal:
Contractual performance is recognizably at risk due to the Contractor's lack of capability, OR
the Contractor or its legal successor is not delivering the contractually required service despite a written reminder with a reasonable extension.
- e) Subcontracting of third parties
Third parties shall not be subcontracted without the Principal's prior written consent. Any third parties that are within the Contractor's group of companies under the German Stock Corporation Act (AktG), sections 15ff, may be engaged by the Contractor upon immediate written notification sent to the Principal. However, the Principal may object if there are compelling reasons. Any engagement of a third party is only permitted upon obtaining prior written consent from the Principal in cases where personal data is to be processed outside the European Union (EU) or where personal data is to be accessed from countries outside the EU. Consent shall be subject to the proviso that the third party must commit itself to observing all data protection legislation, legal provisions and specifications typically stipulated by a principal (e.g. Daimler AG Code of Conduct). Any third parties that are engaged shall be considered as the Contractor's vicarious agents. Contractual terms between the Contractor and a third party shall be set up in such a way that they match the provisions agreed between the Principal and the Contractor under clause 7 (Confidentiality and Data Protection). As regards details and documents that are necessary and useful for contractual implementation, the Contractor shall ensure that third parties engaged by the same will send them to the Principal directly and, upon request, provide immediate information and answer any questions that might arise in connection with contractual implementation. The Contractor is not permitted to engage vicarious agents on the Principal's premises where such persons have been assigned to the Contractor by third parties without regard for the relevant statutory provisions.
- f) Collaboration with third parties
The performance of services for the Principal may require collaboration with companies instructed to conduct further services or part thereof. The Contractor shall cooperate with such companies in a spirit of partnership and, where possible, ensure the best possible contractual execution, exchanging with those companies any contract-specific details that may be required while at the same time observing clause 7 (on confidentiality and data protection).

Clause 11: Client as a reference and use of logo

The parties shall not report publicly on their contracts and shall treat the same confidentially. The Contractor is not entitled to use the Principal's name, logo, registered trademarks or designs for reference purposes, either online or offline, unless the Principal has given written approval for such purposes.

Clause 12: Compliance

1. Within the framework of its commercial dealings with AKKA, the Contractor is obliged to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by the Contractor or other third parties. In the event of violation of the above, AKKA has the right to immediately withdraw from or terminate all legal transactions existing with the Contractor and the right to cancel all negotiations. The above notwithstanding, the Contractor is obliged to adhere to all laws and regulations applicable to both itself and the commercial relationship with AKKA.
2. In particular, the Supplier will observe the AKKA Code of Conduct. Available at <https://www.akka-technologies.com/en/our-values>.

Clause 13: Miscellaneous provisions

1. Export regulations
The Contractor shall report to the Principal any instances in which the re-exporting of goods or services is prohibited or subject to approval under the relevant export regulations of the Federal Republic of Germany or the European Union. Any losses suffered by the Principal through a violation of this reporting duty shall be the Contractor's liability.
2. Compliance
The Contractor undertakes not to conduct or fail to conduct activities whereby the activity or the lack of an activity may lead to criminal liability for fraud, embezzlement, insolvency offences, anti-trust offences, the granting of advantages or corruption on the part of persons employed by the Contractor or on the part of other third parties. In the event of a violation the Principal shall be entitled to the rescission/cancellation of all transactions that exist between itself and the Contractor and to the discontinuation of all negotiations. Notwithstanding the aforementioned, the Contractor undertakes to observe all laws and regulations that are applicable to itself and to business relations with the Principal.
3. Notification in case of insolvency and impending insolvency
The Contractor shall inform the Principal in a timely manner about any potential or existing payment difficulties or any potential or impending insolvency.
4. Transfer of rights
The Contractor may only transfer its rights and duties upon obtaining the Principal's written consent. This does not apply to such a transfer to the Principal's Group companies. This provision shall not affect application of the German Commercial Code (HGB), section 354a.
5. Severability
Should specific provisions of these GTCPIT be or become invalid or unenforceable or should they contain gaps, then this shall not impact the validity of the remaining provisions. In such a case the parties shall replace the invalid, unenforceable or missing provisions by valid ones that are as close as possible to the meaning and commercial purpose of the original provisions and to the parties' intentions.

6. Written form requirement

There are no arrangements that differ from the written agreements between the parties or which go beyond the same. Changes and amendments to this agreement shall only be valid if they have been made in writing. The same applies to any waiver of the written form requirement. The Principal shall only accept the Contractor's quotations expressly and in writing; the lack of a response to a quotation shall not be considered as acceptance.

Written form within the meaning of these General Terms and Conditions shall only be satisfied through a signed original statement, which shall be either sent by surface mail or by fax. In addition, if the Principal offers a special system for the transmission of documents (e.g. eDocs) and if the Contractor uses this system, then exclusive transmission in this manner shall also be deemed to satisfy the written form requirement. Over and above this, the written form requirement cannot be satisfied through any other means, in particular not through electronic means or through any other written notification that does not involve a signature.

7. Place of jurisdiction • place of fulfilment

- a) The exclusive place of jurisdiction for all disputes arising from or in connection with this legal relationship is for both parties to the contract the one to whom the contracting AKKA company has its registered office.
- b) The law of the Federal Republic of Germany shall apply; the application of the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded.
- c) Unless otherwise stated in the offer of AKKA or in the order confirmation of AKKA, the place of business of the contracting AKKA company shall be the place of fulfillment.

As of December 2018