

SPECIAL CONDITIONS FOR SUPPLY (SCS)

of **Exyte Central Europe GmbH**, a limited liability company having its registered seat in Stuttgart, registered with the Commercial Register of Local Court (*Amtsgericht*) of Stuttgart under HRB 17278, having its principal place of business in Löwentorbogen 9b, 70376 Stuttgart, Germany (hereinafter referred to as "**Exyte**")

1. Scope of application

All present and future orders of supply placed by Exyte (or "Purchaser") shall be governed exclusively by the General Terms and Conditions (GTC), and the following Special Conditions for Supply (SCS), each in the version valid at the time the order is placed, even if no express reference is made to them in individual cases.

2. Services

- 2.1 Orders from Exyte must be placed in text form to be valid. They can be placed via Exyte's electronic order system.
- 2.2 The nature and scope of the services owed by the Supplier shall be determined by the order, the GTC and these Special Conditions for Supply. Insofar as the Supplier's offer becomes part of the contract, the provisions of these General Terms and shall take precedence over the Supplier's offer.
- 2.3 Exyte shall be entitled to request changes in the Products (including specifications and plans of the Made-to-order-Products), the delivery date(s), quantity of the Products (including addition or deletion of certain Products) or any other details up to the time of the delivery. Supplier shall within seven calendar days after receipt of such request prepare and submit at its costs a written change proposal stating the cost and time impact of the requested change (or estimates, if precise details cannot be given within such period). Supplier shall calculate the costs based on the previous fees. Exyte can at its option accept such proposal or decide that both Parties shall negotiate and agree in good faith and as expeditiously as possible the details of the proposal (e.g. conversion into a lump sum price). Upon Exyte's instruction, Supplier shall start with the performance of any change request, even if the Parties have not yet agreed the consequences (price, time, etc.). Changes are only effective, if confirmed by Purchaser in writing.
- 2.4 Supplier shall package the Products in accordance with the guidelines of Exyte's packaging instruction and bear the costs for this. In any event, the Products shall be packaged and, if applicable, labelled such that they are protected against loss and damage and do not cause any damage to third parties. Removal and disposal of any empty packing material pursuant to applicable law shall be the sole responsibility of Supplier.

3. Quality

- 3.1 The Products shall comply with the technical and other specifications outlined in this Contract, as well as all the functions and properties which are required for the intended use. In general, only publicly admitted and new materials shall be used in the Products. The agreed performance specification and the properties of reference samples (if any) shall be regarded as an agreed quality. Previous deliveries of the same type (if without defects) shall be regarded as a reference. If initial or type samples are demanded from Exyte, Supplier shall only start series production after having received prior written consent from Exyte.
- 3.2 All Products including the associated documentation of Supplier (if any) shall comply with the agreed safety regulations, agreed technical data and properties. Furthermore, they shall comply (all as applicable) with the technical standards (state of the art; Stand der Technik) applicable at the time of delivery, any and all public-law provisions and guide-lines, including EN regulations and other European standards, DIN regulations, regulations, provisions, and requirements by utilities and waste disposal companies, professional associations, all relevant trade and fire protection provisions, the provisions, recommendations and amendments of the German Committee for Reinforced Concrete, the provisions of the German Gas and Water Industry Association (DVGW), also all TUV regulations, the VDE, VDI, VdS regulations as well as additional relevant technical regulations and guidelines, such as the technical construction provisions of the German Institute for Construction Engineering introduced by the competent building supervisory authorities, requirements and recommendations by manufacturers and their associations, all public-law regulations regarding environmental protection, the relevant provisions regarding occupational health and safety, the Occupational Health and Safety Act, the workplace ordinance and workplace regulations, the accident prevention regulations, provisions and requirements of the safety and health protection coordinator, ordinances, by-laws, as well as all public-law regulations to the extent relevant to the realisation of the Project and all relevant statutory and regulatory provisions applicable at the location of the Products. References regarding the preparation of the specifications in part 0 of DIN 18299 et seq. shall not apply. If and to the extent that DIN standards or any other of the above-mentioned provisions are not in line with the technical standards, instead of the DIN standard or relevant provisions, the technical standards shall apply.
- 3.3 Supplier shall constantly keep the quality of the Products aligned with the latest developments in science and technology and shall indicate possible improvements and technical changes. Supplier shall comply with the guidelines in the quality assurance agreement (QAA) and with the guidelines of the machine directives and ISO standards which are valid for the documentation, as well as any additional guidelines of Exyte regarding the documentation. Supplier shall only use goods and materials for the Products, which comply with the requirements of applicable German and European laws. If applicable, the CE mark shall be affixed to a visible location of the respective unit. Supplier shall ensure that all Products (including parts thereof) are la-belled with manufacturer, country of origin, and seal of quality, if and to the extent applicable.
- 3.4 Supplier shall ensure that the Products conform to all environmental protection (including Hazardous Material) and accident prevention and other health and safety regulations. Supplier shall inform Exyte of any specific treatment and waste disposal requirements for the Products (including parts of it). Supplier shall inform Exyte in writing stating full details whether the Products or parts of them are classified as Hazardous Material in the country of origin, the country of delivery, the country of Exyte's client and/or in any transit country (e.g. paint adhesives, chemicals or inflammable, oxidizing explosive, combustible, toxic, radioactive, corrosive or self-inflammable goods/substances). "Hazardous Material" shall mean any hazardous, toxic, or dangerous substance, material, or waste in soil, groundwater or elsewhere (including asbestos, chemicals,

antifreeze, solvents, gases, petroleum products, used and unused motor oil, paint, blasting grit, fiber glassing compounds, and cement/adhesives) as set forth in laws, ordinance, code, rule, regulation, order, decree, or other requirement of any governmental authority regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous substance, material, or waste, as now or at any time hereafter in effect.

- 3.5 Supplier undertakes to deliver spare parts for the Products for a period of 10 years after the date of this Contract. If Supplier ceases the delivery of spare parts thereafter (discontinuation), Supplier shall be obliged to notify Exyte in writing at least twelve months prior to the discontinuation. At the same time, Supplier shall submit proposals for the delivery of alternative spare parts which correspond to the discontinued parts in terms of their function and dimensions. Exyte shall be granted the right to a "last call" to order the spare parts affected by the discontinuation from Supplier in the quantity required by Exyte within 9 months of the receipt of the notification of discontinuation by Supplier and to postpone a delivery until six months after the expiry of the notice period for discontinuation. The alteration of spare parts due to Supplier's sub-suppliers ceasing deliveries to Supplier shall not constitute a cessation of delivery by Supplier within the meaning of the above provisions.

4. Place of performance / Transfer of risk / Transfer of title

- 4.1 The place of performance is the project location specified in the order. Delivery shall be made in accordance with DDP (Incoterms 2020). The transfer of risk (accidental loss/damage) shall transfer to Purchaser upon such delivery. If the Supplier carries out installation works, the risk is transferred back to the Supplier from the start of the installation works until the end of the determination of the status quo after completion of the installation works. Relating to defective deliveries, the risk shall be transferred (back) to Supplier upon notification of the defects until defect is remedied.
- 4.2 Title (*Eigentum*) in each of the Products shall be transferred to Exyte once it leaves the factory or warehouse of Supplier, even if the transfer of risk occurs later. Retentions of title, encumbrances or other rights by Supplier regarding the Products are excluded. Supplier shall ensure that such rights by subcontractors/sub-suppliers (if any) do not exist.

5. Delivery/ Delay of Supplier

- 5.1 The delivery schedule (or other agreed delivery dates) shall be binding. Earlier or later deliveries are only permitted with Exyte's consent. If the Supplier delivers too early, the Purchaser shall be entitled, at its discretion, (i) to return the Products in whole or in part at the Supplier's expense, (ii) to refuse acceptance or (iii) to demand reimbursement of the relevant storage costs from the Supplier. The Supplier shall not be entitled to make partial deliveries unless the parties have agreed to this in writing. In this case, the partial delivery shall be marked accordingly.
- 5.2 Deliveries are deemed to be on time if the complete deliveries (as agreed) arrive at the delivery address on the delivery day, during normal business hours or within the time window specified by the Purchaser. The Supplier shall inform the Purchaser without undue delay (*unverzüglich*) of any anticipated delays in delivery. In this case, the Supplier shall submit written proposals to the Purchaser to meet the deadlines and, at the Purchaser's request, carry out corresponding optimisation/acceleration measures at the Supplier's expense.
- 5.3 If Supplier is in delay with the delivery (whether with one or more products), Exyte shall be entitled to demand a contractual penalty of 0.1% of the net Price, or in the event of agreed partial deliveries 0.1% of the net partial Price corresponding to the respective partial delivery to be performed by the agreed time, for each calendar day of the delay, unless and to the extent Supplier proves that it had no fault (negligence or willful misconduct; *kein Verschulden*). The total contractual penalty for delay under this Contract shall be 5% of the net Price. Contractual penalties incurred for exceeding previous delivery dates will be offset against contractual penalties for subsequent delivery dates if the delay in the subsequent dates is due to the delay in a previous date. Further claims by Exyte regarding delay shall remain unaffected. Any contractual penalties actually paid shall be credited against the actual compensation for damages to be paid.
- 5.4 Furthermore, in the event of delay with the delivery of any product, Exyte is entitled to rescind from (*zurücktreten*) the Contract (either in total or only for the delayed product(s)) after setting a grace period of fourteen (14) calendar days. Any other rights of Exyte shall remain unaffected.
- 5.5 Four weeks after the conclusion of this Contract, the Supplier shall provide the Purchaser with a production schedule and a list of material deadlines showing the delivery dates of the material required for production. The Purchaser shall be entitled to check compliance with these plans.
- 5.6 Any inspection or acceptances of products by Exyte or payment of invoices, even if made without reservation, shall not represent an acknowledgement that the products comply with the Contract, a waiver of contractual penalties or of other claims of Exyte.
- 5.7 A delivery note in duplicate, indicating Purchaser's purchase order number, the item number and the quantity of Products shall be enclosed with each delivery. If parts are delivered assembled, the delivery notice must indicate which components have been assembled. A copy of the delivery note and a notice of delivery must be sent by e-mail to Exyte at the latest 1 day prior to shipping.
- 5.8 Upon delivery of the Products Supplier shall hand over the documents required with the details (e.g. language, number of hardcopies, software to be used) as agreed. These documents shall include in any event all documents handed over to Supplier by Purchaser in connection with this Contract (if any), contact details of all subcontractors/sub-suppliers used by Supplier regarding this Contract, all the information and documents required for the maintenance and operation of each Product, spare parts lists containing type of spare parts, trademark, article-number, performance parameters/specifications, producer, measurements and prices. No right of retention or other right to withhold performance by Supplier shall apply.

6. Prices

Unless clearly indicated otherwise, the Price is a net price in euros plus the valid statutory VAT (if applicable). The Price is a fixed lump sum price for all products sold and transferred under this Contract. The Price includes in particular manufacturing (if applicable), packaging, transport/delivery, loading and freight costs, any insurance costs and expenses and any duties, customs and charges to be paid, unless explicitly otherwise agreed. Any changes to the calculation basis after conclusion of this Contract (including changes to wages, salaries, material prices, levies, public charges, statutes and fees) shall not give rise to an increase of the Price. No indexation clauses are agreed. For the avoidance of doubts, delays or failure of performance caused by economic conditions or caused by open market conditions (e.g. inability to procure labor or materials in the open market at a price expected at the time of signing this Contract) shall in any event not constitute Force Majeure. Supplier has informed itself about all relevant conditions and requirements for its obligations under this Contract and bears all respective risk. This applies in particular to availability of material and goods required for the Products and their manufacturing requirements.

7. Invoicing

7.1 Invoices shall contain at least the following information: A reference to this Contract, the respective Products, the date, consignment number (if applicable) and the type of invoice (partial invoice, invoice on account or final invoice); a reference to the amounts which have already been invoiced and paid, indicating the invoice numbers and dates (if more than one invoice is agreed); legally required invoice details (tax number, VAT reg. number, invoice number, delivery period etc.); and a declaration of exemption by the fiscal authority (if any).

7.2 Invoices are due (fällig) within 30 calendar days upon the later of receipt of a proper, verifiable invoice or delivery of the last Product. Payments shall be made by wire-transfer to the bank account indicated in the respective Supplier's invoice; each Party bears the costs of its own bank. The date of submission of the payment order to the bank shall be regarded as the date of payment. Supplier shall grant a 3% early payment discount for payment within 20 calendar days.

8. Warranty - Notification of defects

8.1 Supplier warrants (*gewährleistet*) that the Products are new, of the agreed quality, correspond to the latest state of technology, are free from other defects and defects of title (including other rights of third parties) and otherwise comply with the requirements of this Contract.

8.2 In addition to all other rights, Purchaser shall have the right to refuse Products which do not comply with this Contract. Supplier shall, at its expense and risk, collect such Products within ten calendar days from receipt of Purchaser's notice. After expiry of such term, Purchaser may return such Products to Supplier at Supplier's expense and risk.

8.3 If any Product does not comply with this Contract, the statutory rights of Exyte shall apply, provided that the rescission right (*Rücktrittsrecht*) shall apply at the discretion of Exyte either for the non-compliant Product(s) or for this Contract in total. In addition to sec. 440 BGB, the setting of a notice for replacement performance shall also not be required, if the Product non-compliance constitutes an imminent risk to health or other assets of Exyte or any other person. In addition, the Exyte is entitled to remedy the defect himself at the Supplier's expense if Supplier does not remedy the defect within a reasonable time period set by the Exyte, unless the Supplier is entitled to refuse the rectification of the defect. The setting of a deadline is not required in the cases mentioned in § 323 para. 2 BGB (German Civil Code) and if the rectification of the defect has failed or is unreasonable for the Supplier. The Exyte is entitled to demand an advance payment from the Supplier for the necessary expenses.

8.4 Supplier shall bear all the costs of any replacement performance, especially any replacement Products, possible disposal/transport and dismantling and installation costs of the Product at the site of Exyte's client or other third parties (e.g. costs of dismantling/removal of the defective parts/Products, costs of fitting/installation and cost of waste removal). Supplier shall reimburse Exyte for the necessary costs of participation in replacement performance as well as for measures which serve to keep the negative impacts low for the direct or indirect client, taking into consideration operational requirements. During the replacement performance, Supplier shall be obliged to provide interim solutions at its own expense if and to the extent necessary to use the Product or for the maintenance of operations or security (mitigation duty).

8.5 "Serial Defect" shall mean that the same kind of defect occurs in at least 5% of the same type of Products within the respective warranty periods, unless Supplier provides evidence that these defects are not caused due to the same or a comparable reason. If Supplier receives knowledge of or has reasons to believe that there is a (potential) Serial Defect (e.g. by information from Exyte), it shall examine it and inform Exyte in writing of its (potential) existence, the type and the effect of it. After prior notification to Supplier, Exyte may examine all Products at the expense of Supplier. Exyte shall be entitled to assert its claims for defects with respect to a Serial Defect during the warranty period starting from delivery of the last Product concerned by the Serial Defect or with the end of the Status-Quo Determination after completion of the installation works, irrespective of whether the warranty period would have otherwise expired in individual cases. Exyte's rights in case of Product non-compliance (e.g. replacement performance, damages) shall extend to all Products which are concerned by the Serial Defect (including those already delivered to Exyte's client(s)), even if the respective Products are not defective or function correctly; the Parties agree that in general all Products are concerned by a Serial Defect, as all Products are manufactured identically. If and to the extent Supplier proves that the Serial Defect only concerns certain Products (e.g. the material causing the Serial Defect was from a certain supply batch only), its obligation shall be restricted to these Products. Supplier shall bear all the costs associated with replacement performance and the existence of the Serial Defect, in particular, for (i) measures which are conducted to determine and assess the Serial Defect, (ii) repair or replacement of the defective Products, including compensation for wasted installation/transport costs, (iii) dismantling and return of defective Products, (iv) measures in order to examine whether the replacement performance was successful and (v) a necessary or precautionary product recall. Purchaser shall be entitled to execute measures by itself, if and to the extent necessary to avoid or minimize imminent threats of damage to itself or third parties.

9. Liability

9.1 Supplier shall be liable in accordance with statutory provisions.

9.2 Supplier shall be liable for actions or omissions of staff employed by it, its (sub-)suppliers, its subcontractors and its other vicarious agents (*Erfüllungsgewährten*). (Sub-)suppliers and subcontractors of Supplier shall be vicarious agents of Supplier. Supplier shall not be entitled to

argue that it has observed due care in the selection of any of these persons and the monitoring of them.

9.3 In the event that a claim is asserted against Purchaser by third parties (including Purchaser's client, social security funds and employers' liability insurance associations) regarding non-compliance of the Products with the provisions of this Contract or on the basis of an infringement of a statutory or contractual obligation for which Supplier is re-sponsible, Supplier shall, on first demand, indemnify Purchaser of all claims from third parties against Purchaser for which Supplier is responsible (including Purchaser's reasonable legal costs).

9.4 Supplier shall, on first demand, indemnify Purchaser from all claims of third parties, as well as the associated costs, which are asserted against Purchaser on the basis of domestic and foreign product liability regulations caused by the defectiveness of a Product or by infringements of rights in the manufacturing of the Products. In addition, Purchaser is entitled to demand from Supplier the reimbursement of those costs and expenses which are incurred by Purchaser in order to take measures for averting risks, e.g. product warnings or precautionary or other recalls of defective Products, and Purchaser's reasonable legal costs. The costs of determining risks (in particular, fees for experts) and also internal administrative and processing costs of Purchaser shall be borne by Supplier unless Supplier proves that it has not caused the defect or infringement. Supplier shall agree necessary safety measures with the third party and carry them out them at its own expense.

10. Insurance

10.1 Supplier shall be required to take out at its own expense business liability and product liability insurance adequate for the Contract (including the maximum amount of Products) in terms of scope and amount of coverage, including the risks of extended product liability, environmental liability, and environmental damage. The minimum coverage amounts in the event of damage shall be as follows: The annual aggregate for such minimum coverage amounts shall be deemed maximized twice.

- EUR 5.0 million for personal injury,
- EUR 5.0 million for property damage, and
- EUR 2.5 million for other damage, including financial loss resulting from property damage, activity/processing damage, environmental damage and for extended product liability damage.

Supplier shall be required to maintain such liability insurance until the end of the warranty period for the last Product delivered and to provide Exyte within 14 days upon request with evidence of such cover by way of an insurance certificate. Supplier undertakes to include its sub-suppliers/subcontractors in such insurance coverage. Supplier's liability insurance shall apply "primarily", i.e. in case of an insured event, it shall precede any other, possibly existing CAR/liability insurance policies.

10.2 If Supplier, despite a reasonable additional time to do so, fails to provide evidence of adequate insurance coverage pursuant to sec. 10.1, Exyte shall be entitled to take out corresponding insurance at Supplier's expense or rescind this Contract. The costs incurred by Exyte for taking out the insurance in lieu of Supplier are deducted from the next due payments.

10.3 Supplier undertakes to immediately perform any of its duties as insured party under such insurance contracts, including notification obligations. Supplier's insurance contracts shall exclude any recourse against Exyte. The insurance amounts shall be available for each insured event and in each year maximized twice.

11. Audit

11.1 Supplier shall establish a business continuity and crisis management system with appropriate preventive measures in its business operations, which enables Supplier to avoid disruptions or to respond quickly and competently when they occur. Upon request, Supplier shall provide Exyte with an appropriate emergency planning program which contains information on procedures established at Supplier's premises and solutions as well as planned measures (with dates). Exyte reserves the right to audit the business continuity and crisis management system, together with environmental and occupational safety issues, and to potentially agree further measures with Supplier.

11.2 Supplier shall keep full and detailed accounts and records in accordance with generally accepted accounting procedures. Supplier shall permit Exyte to access, review and audit at all reasonable times and on reasonable notice all records and accounts relating to all invoices to Exyte. Furthermore, Exyte shall have the right at all reasonable times and on reasonable notice to have access to, review and audit the manufacturing facilities and warehouses of Supplier and/or its sub-suppliers/subcontractors in order to verify, among other things, progress and current status of production, the use of suitable materials, development of a sufficient number of qualified staff and appropriate workmanship of the Products. Such reviews and audits shall not limit the responsibility of Supplier under this Contract. These rights might also be exercised at Exyte's discretion by Exyte's client and shall exist for a period of three years after delivery of the last Product.

12. Industrial property rights and rights of third parties

12.1 Exyte shall retain title and all other rights (including copyrights and other intellectual property rights) in all drawings, models, samples and other documents made available to Supplier. These documents shall be used solely for the production of the products (if applicable), which are manufactured, sold and transferred under this Contract. Upon the earlier of [delivery/installation (if owed), of the products or termination/rescission, these documents shall be returned to Exyte without undue delay. If and to the extent needed for the manufacturing of products by Supplier (if applicable), Exyte shall grant a royalty-free, non-exclusive, non-transferrable, non-sublicensable license to Supplier limited to the country of production to use the Exyte IP for the sole purpose of manufacturing the products. Such license shall terminate automatically upon the earlier of delivery of the products or termination/rescission of the Contract. In addition, the license is revocable by Exyte at any time for convenience, whereas Supplier shall not have any claims against Exyte due to such revocation. Copyrights and all other intellectual property rights in the Exyte IP and all other intellectual property rights of Exyte shall remain the exclusive intellectual property of Exyte, its affiliates or respective other owners, and no ownership or other rights in any of them (other than the aforementioned license) shall be transferred to Supplier. Any existing and future goodwill regarding the Exyte IP shall inure to Exyte only. "Exyte IP" shall mean all works, inventions, improvements, designs, plans, drawings, specifications, software programs (including source code), developments and discoveries conceived, made, acquired or developed by Exyte or any person, whether solely or in collaboration with others, and all patents, copyrights, trade secrets, trademarks and other intellectual property rights therein and thereto, which are needed for the manufacturing of the Made-to-order-Products by Supplier (e.g. copyrights in the manufacturing plans/shop drawings).



12.2 If and to the extent Supplier develops any Additional IP regarding the Exyte IP and/or the products (including improvements or changes), Supplier hereby irrevocably transfers to Exyte, and Exyte accepts, such Additional IP for unlimited (as to time, territory and scope) and exclusive use, freely transferable, sublicensable and free of charge, as well as (to the extent Additional IP cannot be transferred for legal reasons) the exclusive, freely transferable and sublicensable right, unlimited as to time, territory and scope, to extensively use and exploit any Additional IP free of charge (including the right to file patents etc). Such transfers shall become effective immediately upon coming into existence of such Additional IP. The rights transferred to Exyte hereunder shall, amongst others, include any rights to replicate, make available for access by the public, exploit, distribute, modify, alter, change, adapt, transform or trans-late, for commercial as well as non-commercial purposes. "Additional IP" means all works, inventions, improvements, designs, plans, drawings, specifications, software programs (including source code), developments and discoveries conceived, made, acquired or developed by Supplier, whether solely or in collaboration with others, in the course of its performance of the Contract as well as all patents, copyrights, trade secrets, trademarks and other intellectual property rights therein and thereto.

12.3 The Supplier shall be obliged to provide its services free of third-party rights. Should claims be asserted against Exyte for infringement of industrial property rights or copyrights relating to the subject matter of the contract, the Supplier shall indemnify Exyte against such claims on first demand. In this case, the Supplier shall be obliged to enable the lawful use of the services and the systems and buildings covered by the subject matter of the contract by Exyte by acquiring rights of use or by making licence payments to the holder of the rights. If it is not possible to acquire a licence, the Supplier shall be obliged, at Exyte's request, to replace or modify the system, system parts and/or components in such a way that property rights are not infringed. Should the aforementioned measures be impossible, Exyte shall be entitled, at its discretion, to withdraw from this contract or to terminate it in whole or in part. In such a case, the Supplier undertakes to compensate Exyte for any disadvantages.

13. Securities

13.1 Security for advance payment

Payments that exceed the value of the products delivered and transferred to the Purchaser at the time of payment are deemed to be advance payments.

Prior to the payment of such advance payment, the Supplier shall submit an advance payment bond on first demand by a credit institution or credit insurer within the European Community, Switzerland or the U.S.A., each with seat in Germany, in the amount of the advance payment (net). The Advance Payment Bond shall be returned to the Supplier upon delivery and transfer of Products in the value of the advance payment or in the event of utilization, upon irrevocable receipt by the Purchaser of the repayment of the advance payment.

13.2 Warranty Security

In order to secure fulfilment of the Purchaser's warranty rights including its right to claim damages and any and all other associated rights according to Sec. 241, 280 BGB, the Supplier shall provide a security in the form of a directly enforceable, not payable on first demand, bond in the amount of 5% of the objectively correct final net invoice amount. If the objectively correct final net invoice amount has yet to be determined by mutual agreement or by final judgement, the final invoice amount requested from the Supplier shall be decisive; if the final invoice has not been issued, the Net Contract Value shall be taken as a basis.

The Supplier shall provide such security upon delivery or with the end of the Status-quo Determination after completion of the installation works, if the Supplier is obliged to pro-vide installation works or to monitor the installations works according to this Contract, by presenting a bond by a credit institution or credit insurer in the European Community, Switzerland or in the U.S.A., having a seat in Germany.

The warranty bond shall be returned to the extent that it has not yet been used after expiry of the agreed warranty period - taking into account any suspension and interruption of the warranty period. The Supplier shall be entitled to (partial) release/reduction of the bond to the extent that Purchaser no longer has any enforceable secured claims.

Until bond is provided the Purchaser is entitled to retain payments until the bond amount is reached. The provisions for the bond apply mutatis mutandis to the security deposit.

13.3 The Purchaser shall be entitled to assign the above-specified securities to the Customer or to the owner or financing institutions.

13.4 If the issued bonds differ from the content specified in this Contract and the Annexes, but were accepted by the Purchaser and not objected to by the Purchaser within a period of 4 weeks, the content of the issued bonds shall be deemed agreed and the security purpose agreement shall be amended accordingly.