

General Terms and Conditions of Purchase (valid from September 2021)

1. General Information

- 1.1 The following General Terms and Conditions of Purchase ("T&Cs") shall apply to all legal transactions and all future business relationships involving the supply of goods to or the performance of services for (both hereinafter also referred to as the "Contractual Goods") Cherry AG or one of its affiliated companies (hereinafter referred to as "CHERRY") by the Supplier. Unless otherwise agreed, these T&Cs shall apply in the version valid at the time that CHERRY places its order or, in any event, in the version last notified to the Supplier in writing or in text form, including similar future contracts, without CHERRY having to refer to them again in each individual case.
- 1.2 These T&Cs shall apply exclusively. Any terms and conditions of business of the Supplier that deviate from, are in conflict with or that supplement the CHERRY General Terms & Conditions of Purchase shall only become an integral part of the contract if and to the extent that CHERRY has expressly agreed to their applicability in writing or in text form. This shall also apply if CHERRY unconditionally accepts deliveries of goods from or the performance of services by the Supplier or pays for such in the knowledge that the Supplier's terms and conditions conflict with or deviate from these Terms and Conditions of Purchase.
- 1.3 Individual agreements entered into with the Supplier on a case-by-case basis (including secondary agreements, additions and amendments) shall take precedence over these T&Cs in all cases. In the absence of evidence to the contrary, the content of such agreements shall be governed by a written contract or written confirmation from CHERRY.
- 1.4 Legally relevant declarations and notifications made by the Supplier in relation to the contract (e.g. setting a deadline, warning, withdrawal) shall be submitted in writing or in text form. Legal form requirements and other evidence, in particular in cases of doubt as to the legitimacy of the declarant, shall remain unaffected.
- 1.5 References to the validity of statutory provisions shall be provided purely for clarification purposes. Even without such clarification, the statutory provisions shall apply insofar as they have not been directly amended or expressly excluded in these T&Cs.

2. Conclusion of Contract

- 2.1 Quotations from the Supplier shall be binding and free of charge for CHERRY, unless otherwise expressly agreed in writing or in text form.
- 2.2 Delivery contracts (order and acceptance) and call-off orders, as well as amendments and supplements thereto, shall require the written form. Negotiations and agreements entered into verbally or by telephone must be confirmed by CHERRY in writing or in text form.
- 2.3 The Supplier shall confirm the order in writing or in text form. The order confirmation must contain all details of the order. Deviations from CHERRY's orders shall only be deemed approved if they have been confirmed by CHERRY in text form.
- 2.4 A contract shall only be deemed to have been concluded upon receipt of the countersigned and unmodified copy of CHERRY's SAP order or CHERRY's written confirmation. Until then, CHERRY shall be entitled to revoke its order at any time and without giving reasons, without incurring any liability vis-à-vis the Supplier.
- 2.5 CHERRY may, within the limits of what is reasonable for the Supplier, request modifications to the design and execution of the delivery item. In this context, the effects, in particular with regard to additional and reduced costs, as well as delivery dates, shall be settled by mutual agreement in an appropriate manner. If no agreement is reached, CHERRY shall be entitled to revoke its order without incurring any liability vis-à-vis the Supplier.

3. Prices

- 3.1 Unless otherwise stated in the order/framework agreement, the prices listed are fixed prices and represent the total price including freight costs (delivery term DAP [Delivered At Place], in accordance with Incoterms 2020) to the address of the recipient, and also include packaging and levies. Packaging material shall be taken back by the Supplier at CHERRY's request.
- 3.2 Should it be necessary to place orders without the price having been expressly agreed in advance, the prices of the previous order shall be deemed to have been agreed in the case of an ongoing business relationship, unless the list price at the time of performance by the Supplier is more favorable to CHERRY. If there is no ongoing business relationship, the Supplier's list price valid at the time the order was placed shall apply, less any agreed discount, unless the list price at the time of performance by the Supplier is more favorable to CHERRY.

4 Delivery, Delivery Dates, Delivery Quantities and Delivery Delays, Export Control

- 4.1 Each delivery shall be accompanied by a delivery note in duplicate. The delivery note shall be accompanied by our order number, item number and Supplier number.
- 4.2 Agreed delivery dates and quantities shall be binding. Their observance shall be one of the main obligations of the Supplier. The date of delivery in accordance with the agreed Incoterms shall be decisive for determining compliance with the delivery dates or delivery periods. Delivery periods shall commence on the date on which the order is placed. If no delivery dates have been agreed, deliveries shall be made immediately after CHERRY's call-off order has been placed (Section 271 of the German Civil Code (BGB)).
- 4.3 Call-off orders shall be binding, unless the Supplier objects in writing, within forty-eight (48) hours of the working day on which the order was received, on the grounds of unreasonableness of the quantities or dates. In this case, the Supplier shall notify us in writing within three (3) working days of its earliest possible delivery date.
- 4.4 CHERRY shall not be obliged to take delivery in advance of an agreed delivery date. This shall also apply to excess quantities. In the event of early deliveries or excess quantities, CHERRY shall be entitled, at its own discretion, to return these at the Supplier's expense or to store them at the Supplier's expense and risk until the agreed delivery date. CHERRY shall accept partial deliveries only where this has been expressly agreed.
- 4.5 If the Supplier becomes aware that it will be unable to comply with a delivery date or delivery period, it shall immediately notify CHERRY of this, stating the reasons and the next possible delivery date.
- 4.6 If the delivery time is exceeded, the Supplier shall be deemed to be in default without any reminder having to be given. If the Supplier is in default, CHERRY shall be entitled to demand lump-sum compensation for the damage caused by the default in the amount of 0.2% of the gross invoice amount for each working day; however, this compensation shall be limited to a maximum total of 5%. This contractual penalty may also be claimed after acceptance of the delivery until such time as final payment is made, without any reservation being required at the time of acceptance. CHERRY reserves the right to prove that greater damages have been incurred and shall be entitled to claim the contractual penalty in addition to performance, together with the damages owed by the Supplier under the statutory provisions by way of a minimum amount. The Supplier reserves the right to prove that no damage or significantly less damage has been incurred. CHERRY's further statutory or otherwise contractually governed rights shall remain unaffected.
- 4.7 The Supplier undertakes to use environmentally friendly packaging that can be reused or that allows for cost-effective disposal. Styrofoam chips are not permitted to be used as the packaging material. The packaging shall ensure protection against damage, soiling and moisture during transport and storage, such that assembly or use at CHERRY, or by a company commissioned by CHERRY, can be achieved without additional expense. All information important for the contents, storage and transport must be visibly marked on the packaging. Returnable packaging must be collected from the place of performance by the Supplier at its own expense.
- 4.8 The Contractual Goods shall, in all cases, be packed properly with the degree of care usual in commercial practice and in compliance with the relevant legal provisions for transport and storage to preclude any damage or loss.

- 4.9 The Supplier shall be obliged to provide all documents and information necessary to meet customs regulations or other applicable national regulations for the delivery of the Contractual Goods. This applies in particular to documentary evidence of origin, other information on the commercial and preferential-legal origin of goods and materials and any documents on refund of duty. Changes in origin are to be reported immediately and without being requested to do so. If necessary, the Supplier must provide evidence of its information on the origin of goods by means of an information sheet confirmed by its customs office.

5. Safety, Environment, Hazardous Goods

- 5.1 The Supplier shall comply with all relevant statutory regulations and industry standards on safety and the environment as amended from time to time as a minimum requirement for its deliveries and services, provided that CHERRY does not impose any additional requirements on the Supplier.
- 5.2 In the event that the Supplier delivers substances/compounds that constitute hazardous substances within the meaning of the hazardous substances regulations or if the Supplier delivers products during the use of which the release of such substances cannot be excluded, the Supplier shall be obliged to automatically provide the EC safety data sheet pursuant to Regulation (EC) No 1272/2008 (CLP) prior to delivery; the Supplier shall be prohibited from using CMR substances. The Supplier warrants that its deliveries comply with the provisions of Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH Regulation"). In particular, the Supplier warrants that the substances contained in the products supplied by it have been registered as required under the provisions of the REACH Regulation and that CHERRY will be provided with safety data sheets in accordance with the provisions of the REACH Regulation or with the information required under Article 32 of the REACH Regulation. Insofar as the Supplier delivers articles within the meaning of Article 3 of the REACH Regulation, the Supplier also warrants in particular that it will comply with its obligation to provide certain information pursuant to Article 33 of the REACH Regulation.
- 5.3 The Supplier shall indemnify CHERRY upon first request against any and all claims or damages resulting from the improper or illegal use of hazardous goods or substances for which the Supplier is responsible.

6. Invoicing, Terms of Payment and Assignment

- 6.1 Invoices must contain the SAP order number of the Purchaser as well as the name of the person in charge, in addition to the legally required information set out in Section 14 a of the German Value Added Tax Act (UStG).
- 6.2 Payment for complete delivery shall be made following correct invoicing according to the payment term agreed upon in the order/framework agreement, but not before complete delivery and performance (including any agreed acceptance), unless otherwise agreed. In the event of contradictory information, payment shall be made in accordance with the payment period that is more favorable for the Purchaser in each case. If no payment period has been agreed, payments shall be made within 30 days and without deduction following the receipt of the goods and invoice and after any legally required or agreed acceptance period has elapsed.
- 6.3 All payments shall be made subject to verification of the invoice and shall not constitute any acknowledgment that the services or deliveries are free of defects, timely or complete, unless CHERRY expressly states otherwise in text form. The Purchaser shall be entitled to assert rights of set-off or retention to the extent provided by law. CHERRY shall be entitled to withhold payment in whole or in part until defects have been remedied or other counterclaims arising from the business relationship as a whole have been satisfied.
- 6.4 The Supplier shall not be permitted to assign rights or obligations from a delivery contract with CHERRY or to conclude a subcontract with a third party without prior written approval from CHERRY.

7. Liability for defects

- 7.1 Unless otherwise provided for below, the statutory provisions shall apply with regard to CHERRY's rights arising in the event of material defects and defects of title in connection with the Contractual Goods (including incorrect and short delivery and defective assembly, operating or control instructions) and in the case of any other breaches of duty by the Supplier.

- 7.2 The Supplier warrants to the Purchaser that the Contractual Goods comply with the latest recognized rules of technology, all relevant standards and regulations, as well as the currently valid specifications of CHERRY, and all samples or descriptions supplied by the Supplier or by CHERRY or accepted by the Purchaser, and also warrants that they are free of defects and suitable for the specific purposes indicated by CHERRY. The Supplier further warrants that sufficient quality control is in place for all goods delivered. It shall ensure, through suitable testing measures, that the goods and Contractual Goods delivered by it meet the agreed specifications.
- 7.3 In view of the Supplier's comprehensive quality assurance measures, the inspection and complaint obligations set out in Section 377 of the German Commercial Code (HGB) shall only apply to CHERRY with the following proviso: the obligation of inspection shall be limited to defects that become apparent during the inspection carried out in the course of customary business practice (e.g. transport damage, incorrect or short delivery) or that are identifiable during the quality controls carried out using random sampling. If an acceptance procedure has been agreed, there is no separate obligation of inspection. In all other respects, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into consideration the circumstances of the individual case. Without prejudice to the obligation of inspection incumbent on CHERRY, a complaint (claim or notification of defects) shall, in all cases, be deemed to have been submitted immediately and in good time if it is sent within ten working days from discovery or, in the case of obvious defects, from delivery. In this regard, the Supplier waives its right to object to a delay in the notification of defects. By way of derogation from the second sentence of Section 442(1) BGB, the Client shall also be entitled to claim for defects without restriction even if the defect was unknown at the time at which the contract was concluded due to gross negligence.
- 7.4 Subsequent performance shall also include the removal of the defective goods and their re-installation, provided that the goods have been installed in another item or attached to another item in accordance with their nature and intended use. CHERRY's statutory claim for reimbursement of the corresponding expenses shall remain unaffected. The Supplier shall bear the costs incurred in connection with inspection and subsequent performance, even if no defect is actually found. CHERRY's obligation to pay damages in the event of an unjustified request for rectification of a defect shall remain unaffected; in this respect, however, CHERRY shall only be liable if CHERRY recognized or was grossly negligent in failing to recognize that there was no defect.

The notification of a defect by CHERRY shall be deemed to be a request for immediate subsequent performance. CHERRY shall be entitled to choose the type of subsequent performance to be rendered by the Supplier; if this is unsuccessful, as a rule, defect-free goods must be delivered.

By accepting the order, the Supplier acknowledges that compliance with the notified delivery periods is essential for its performance of the contract and shall make all reasonable efforts to provide its subsequent performance as soon as possible.

The Supplier shall reimburse CHERRY for all costs, losses and damages caused by the non-conforming or defective Contractual Goods in the proven amount. Defective goods shall be returned at the Supplier's risk and expense.

If subsequent performance is impossible for the Supplier or if the Supplier fails to immediately comply with the request for subsequent performance, CHERRY shall be entitled to rescind the contract or reduce the purchase price without setting any further time limit. In this case or in other cases deemed urgent by CHERRY and notified to the Supplier, CHERRY shall further be entitled to remedy the defect itself or to have it remedied by a third party at the Supplier's expense, or to take other measures.

7.5 Without prejudice to the statutory rights and the provisions set out in Section 7.4, the following shall apply: If the Supplier fails to comply with its obligation of subsequent performance – by either remedying the defect (rectification) or by delivering a defect-free item (replacement) as requested by CHERRY – within a reasonable period of time set by the Purchaser, CHERRY shall be entitled to remedy the defect itself and demand reimbursement of the expenses required for this purpose or a corresponding advance payment from the Supplier. No deadline needs to be set if the Supplier's subsequent performance has failed or is unreasonable for CHERRY (e.g. due to particular urgency or imminent occurrence of disproportionate damage); CHERRY shall inform the Supplier of such circumstances immediately or in advance if possible. Otherwise, in the event of a material defect or defect of title, CHERRY shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, CHERRY shall be entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.

7.6 The limitation period for claims for defects due to a material defect shall be 3 years from the date of handover, unless a longer period is provided for by law. The limitation period for claims for defects due to a defect of title shall be 10 years from handover, unless a longer period is provided for by law. In the event of defects of title, the Supplier shall indemnify CHERRY against any claims of third parties.

8. Supplier Recourse

8.1 In addition to the claims for defects, CHERRY shall be entitled, without restriction, to the statutory rights of recourse within a supply chain (supplier recourse pursuant to Sections 445a, 445b and 478 BGB). In particular, CHERRY shall be entitled to demand from the Supplier the precise type of subsequent performance (repair or replacement) that CHERRY owes to its Customer in each individual case. The statutory right of choice (Section 439(1) BGB) shall not be limited as a result of this.

8.2 Before CHERRY acknowledges or fulfills any claim for defects asserted by the Customer (including reimbursement of expenses pursuant to Sections 445a(1) and 439(2) and (3) BGB), CHERRY shall notify the Supplier of this and request a written statement, briefly setting out the facts of the case. If no substantiated statement is made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by CHERRY shall be deemed to be owed to the Customer. In this case, the burden of proof to the contrary shall fall to the Supplier.

8.3 The claims arising as a result of supplier recourse shall also apply if the defective goods have been further processed by CHERRY or another contractor, e.g. by incorporating them into another product. Subject to the extended limitation periods in Section 7.6, the right of recourse shall expire at the earliest two (2) months after CHERRY has satisfied the Customer's claim, but at the latest five (5) years after delivery to CHERRY.

9. Liability, Indemnification, Right of Recourse and Insurance Obligation

9.1 Unless otherwise agreed in these Terms and Conditions of Purchase or in individual contracts, the Supplier shall be liable for damages in accordance with the statutory provisions. The Supplier shall be liable for the conduct of its representatives, sub-suppliers or subcontractors to the same extent as for its own conduct.

9.2 The Supplier shall indemnify CHERRY upon first request against all claims, including claims arising from defect-related, consequential or incidental damage, as well as claims under product liability law and statutes, asserted by third parties against CHERRY and arising in connection with the Contractual Goods or the conduct of the Supplier (e.g. warranty claims, product liability, infringements of industrial property rights or copyrights or other rights of third parties, etc.).

However, in the case of warranty claims or claims arising as a result of unauthorized actions, the claim for indemnification shall only exist if the Supplier is responsible for the defect or if it is at fault and, in the case of warranty claims, insofar as the limitation period specified in Section 7.6 has not yet expired.

9.3 If the Supplier provides information on the origin or conformity of the Contractual Goods, it shall be obliged to compensate CHERRY for any damage caused by the fact that the stated origin or conformity is incorrect (e.g. as a result of erroneous certification or a lack of evidence), is not recognized or is subsequently withdrawn.

- 9.4 In order to secure its obligations arising from the supply relationship with CHERRY, the Supplier shall take out and continuously maintain, at its own expense, public liability and product liability insurance, including against the risk of recall, in an adequate amount. CHERRY shall be provided with evidence of such insurance cover upon request by way of an appropriate confirmation from the insurer.
- 9.5 Persons working for the Supplier who carry out work on CHERRY's premises in fulfillment of a contract shall observe the relevant safety provisions set out in the plant regulations, which shall be made available to them upon request. The Supplier shall ensure that they are bound by the same confidentiality obligation as the Supplier itself. The Supplier shall also take all necessary precautions on its part to prevent personal injury or damage to property. CHERRY shall accept no liability for accidents involving such persons on its premises, unless caused by an intentional or grossly negligent breach of duty on the part of CHERRY's legal representatives or vicarious agents. The Supplier shall be liable for damage caused by the Supplier's work on the Purchaser's premises only to the extent that the Supplier is at fault.

10. Intellectual Property, Rights of Use

- 10.1 The Supplier warrants that the supply and use or exploitation of the Contractual Goods do not infringe any third-party patents, utility models, copyrights or other intellectual property rights ("Proprietary Rights"). The Contractor shall indemnify CHERRY and its customers against any claims arising from the use of such Proprietary Rights. This shall not apply insofar as the Supplier has manufactured its goods in accordance with drawings, models or other equivalent descriptions or specifications provided by CHERRY.
- 10.2 Insofar as the Supplier's Proprietary Rights have been incorporated into the Contractual Goods and are necessary for their use, the Supplier shall grant the Purchaser a non-exclusive, irrevocable and transferable license that is unlimited in time and space, free of charge, for the use, processing and reproduction of the Contractual Goods. This license shall also extend to software belonging to the Contractual Goods, including the associated documentation. Software belonging to the Contractual Goods shall be freely transferable. Multiple use is expressly permitted and does not require separate remuneration.
- 10.3 If the Purchaser's Proprietary Rights are affected by the order, the Supplier warrants that it shall use them exclusively within the scope and for the purpose of fulfilling the order and exclusively at its production site approved by the Purchaser. In any event, the Supplier shall only be entitled to a simple, non-exclusive right of use, which shall be limited in time to the term of the specific contractual relationship with the Purchaser.
- 10.4 Models, matrices, templates, samples, tools and other means of production as well as confidential information that the Purchaser provides to the Supplier or in the costs of which the Purchaser has a significant share may only be used for performance of the respective contract with the Purchaser and only with the latter's prior written consent for the Supplier's own purposes and for deliveries to third parties.

11. Special Provisions for the Purchase of Software

Unless otherwise provided for in this section, these T&Cs shall also apply to the purchase of software.

11.1 Malicious Software; Inspection Obligations; Reporting Requirements

a) The Supplier undertakes to inspect software, all data carriers used by the Supplier within the scope of the provision of services, and all deliveries made electronically (e.g. email, data transfer) for malware (e.g. Trojans, viruses, spyware, etc.) prior to delivery/provision/use, thereby guaranteeing that they are free from malware. The Supplier shall use current testing and analysis procedures for this.

b) If malware is detected, the data carrier may not be used.

c) If the Supplier detects malware at CHERRY, it shall inform CHERRY of this immediately. The same obligations shall apply to any form of electronic communication checked for malware in accordance with current standards. The Supplier shall declare that the inspection of the software has not revealed any evidence of viruses, Trojans, spyware or similar.

d) The Supplier shall be obliged to notify CHERRY immediately if risks or additional expenses are likely to arise on the basis of the defined specifications or prescribed standards in connection with the software tools used or

their interaction with CHERRY's existing IT landscape, or if the Supplier becomes aware of such risks or additional expenses.

e) The Supplier shall be obliged to inform CHERRY of any possible restrictions regarding the use, modification or further distribution of the delivered software that result from third-party license conditions applicable to such software. This shall apply in particular in the case of software or software components subject to an open source license or a comparable licensing model.

11.2 Performance; Fulfillment; Transfer of Risk

a) The Supplier shall ensure that the delivered software complies with the recognized technical and quality standards at the time of signing of the contract. The software shall be provided in accordance with the principles of proper electronic data processing and relevant quality standards. Deliveries shall be comprehensively inspected and tested before being made available.

b) The Supplier shall not be deemed to have fulfilled the contract until functional tests performed on the Software have been successfully completed upon receipt at the place of performance. CHERRY shall perform the functional tests within twelve (12) business days after receiving the software.

c) Without prejudice to Section 11(2)(a), the Supplier's obligation to deliver shall only be deemed to have been fulfilled when the complete and comprehensible (system and user) documentation in German or English has also been handed over. In the case of programs specifically developed for CHERRY, the program must also be delivered in the source format with the corresponding documentation.

d) Upon successful completion of the functional tests, ownership and risk shall pass to CHERRY.

11.3 Rights of Use

a) CHERRY shall have the non-exclusive, transferable, spatially and temporally unlimited right to use the software, including its documentation, or to permit such to be used, within any system environment.

b) The foregoing right of use shall also include the following rights within the scope of the contractually agreed use

- to lease the software within the CHERRY Group;
- to make the software available within CHERRY within the framework of Application Service Providing (or comparable forms of use);
- to provide a software distribution program for the automation of installation and uninstallation processes. In this context, one license key may be used for all installations, irrespective of the respective user;
- to permit the use of earlier releases of the software. This does not affect our right to make a copy of the software for backup purposes. The reproduction of the standard software for the purpose of proper data backup form part of the intended use.

11.4 Open Source Software

a) The use of open source software (software that can regularly be obtained free-of-charge and with an open source; "OSS") for the purpose of fulfilling the contract is excluded. This shall apply irrespective of whether the licensing and usage provisions of the OSS permit its use, and even if the aforementioned provisions would expressly permit its use in its original, modified, derived and/or other form.

b) In individual cases, the use of OSS may be permitted. The Supplier shall be required to (i) submit a written request to CHERRY regarding the use of the relevant OSS, (ii) provide CHERRY with the associated license and usage terms, (iii) set out the reasons (advantages/benefits) for the use of OSS in writing and (iv) obtain written consent from CHERRY for the use of the relevant OSS for the performance of the contract.

c) If OSS is used by the Supplier without prior written consent, this shall be deemed a material breach of its contractual duty. If the performance of the contract by the Supplier involves OSS not approved by CHERRY, such contractual performance shall be deemed to be defective.

11.5 Change of Performance in the Case of Individual Software

a) If the subject-matter of the contract between CHERRY and the Supplier is non-standard software, the Supplier shall agree for a period of five (5) years from delivery of the software to make changes/improvements to the software in accordance with CHERRY's specifications against reasonable reimbursement of costs.

b) If, in the course of the implementation of the software within CHERRY's existing IT landscape, it becomes necessary to make changes to its performance, such changes shall be based on written offers set out in amendment or supplementary agreements. The Parties shall understand a change in performance to mean either requirements outside the contractual services or changes to the agreed contractual services.

c) We shall notify the Supplier of requests for changes in performance in detail. The Supplier shall immediately examine CHERRY's change requests as regards their feasibility and, at the latest within five (5) working days from receipt of the change notification, shall notify CHERRY in writing of any impacts that the change may have on the contractual services and submit a change agreement by way of an offer if the implementation of the changes results in changes relevant in terms of time or price.

d) All documentation shall be duly provided by the Supplier upon the implementation of the change. During the implementation of the change in performance, the Supplier shall continue to perform the contractual services as scheduled, unless CHERRY notifies the Supplier in writing that the work is to be discontinued or restricted until such time as a final decision on the change in performance has been made.

e) If, prior to the change in performance, contractual services are to be rendered or actions are to be taken that would no longer be usable for CHERRY after the change in performance has been implemented, the Supplier shall immediately notify CHERRY of this in writing.

12. Set-off, Retention

12.1 The Supplier shall be entitled to set off claims against CHERRY to the extent that this is done on the basis of a claim that has been legally established or is undisputed. The Supplier may only assert a right to refuse performance or a right of retention if its counterclaim is undisputed or has been legally established.

12.2 In the event of defective performance, CHERRY shall be entitled to withhold payment proportionally until performance has been duly rendered.

13. Transfer of Risk & Ownership

13.1 The risk of accidental loss and accidental deterioration of the goods shall, in all cases, pass to the Purchaser upon acceptance of the goods at the Purchaser's premises or at the specified place of delivery. This shall also apply if the Purchaser has assumed the costs of shipment in an individual case or if the delivery is made "ex works".

13.2 Contractual items shall become the property of the Purchaser immediately after delivery. Any retention of title by the Supplier shall only be effective if expressly agreed or confirmed by the Purchaser in writing.

14. Force Majeure

Force majeure, industrial disputes, operational breakdowns beyond the control of the affected party, riots, administrative measures and other unforeseeable and unavoidable events shall entitle CHERRY – without prejudice to CHERRY's other rights – to withdraw wholly or partially from the contract insofar as their duration is not negligible and they cause a considerable reduction in CHERRY's requirements.

15. Compliance

The Supplier acknowledges CHERRY's Code of Business Conduct in the version valid at the time of signing of the contract, which can be viewed at www.cherry.de and will be sent to the Supplier upon request, and affirms

that it has introduced and implemented the principles of responsible business conduct set out therein at its company. The Supplier shall ensure that its sub-suppliers used within the scope of the contractual services are subject to the same obligations. In the event of contradictions between the Code of Business Conduct and the provisions of these T&Cs, the provisions of these T&Cs shall take precedence.

16. Place of Performance, Applicable Law, Place of Jurisdiction and Severability Clause

- 16.1 The place of performance shall be the place to which the Contractual Goods are to be delivered in accordance with the order, which, unless otherwise specified, shall be the registered office of the CHERRY company that placed the order.
- 16.2 If one of the contracting parties ceases to make payments or if insolvency proceedings are instituted against its assets or out-of-court composition proceedings are applied for, the other party shall be entitled to withdraw from the part of the contract not performed.
- 16.3 The contractual relationships between CHERRY and the Supplier, including all past and future legal relationships, shall be governed exclusively by German law, to the exclusion of private international law and the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 16.4 The place of jurisdiction for all legal disputes arising directly or indirectly from contractual relationships based on these Terms and Conditions of Purchase shall be Nuremberg, Germany. However, CHERRY shall be entitled to take legal action either at the Supplier's registered office, its branch office or at the court of the place of performance.
- 16.5 Should individual provisions of these T&Cs and any further agreements reached be or become invalid, the validity of the remaining provisions shall remain unaffected. The Parties undertake to replace the invalid provision with a legally permissible provision or option that corresponds to or comes closest to the intended economic effect.

We agree to the validity of the above conditions.