

General Purchase Conditions

1. Scope and conclusion of contracts

1.1 These conditions shall apply to goods and services of the Supplier, unless otherwise agreed. Other general standard terms and conditions, in particular standard terms and conditions of the Supplier, shall not apply even if they are not expressly objected to in an individual case or if ordered goods/services have been accepted without reservation.

1.2 Purchase orders and their acceptance ("order confirmation") and all agreements between BTG and the Supplier for the purpose of performing the contract shall only be valid if made in writing. Transmission by fax, remote transmission, use of electronic signature programs such as DocuSign, AdobeSign or email meets the requirements for the written form.

1.3 The Supplier undertakes to accept the purchase order by returning the order confirmation within a period of two weeks, failing of which BTG shall be entitled to cancel the purchase order. In case the order confirmation deviates from the purchase order (even if such deviations are not material), such deviations shall only come into existence if BTG expressly consents thereto.

2. Delivery, place of performance and the consequences of failure to meet delivery times

2.1 Agreed delivery times shall be binding. The BTG shall be notified immediately of any circumstances which may prevent the delivery time from being met or delay delivery. The time the goods are received or the service is completed at the BTG's premises or at the place where they are to be delivered/performed as stated in the order ("place of performance") shall determine whether the delivery time has been met.

2.2 Part deliveries shall require BTG's consent.

2.3 In the case of a delay in delivery or performance BTG shall be entitled to demand flat-rate default damages of 1% of the value of the supplies or services for each full week by which delivery is delayed but up to a maximum of 10% of the value of the goods or services in the contract. Other rights (termination, cancellation and claims for damages instead of performance) remain unaffected. BTG shall retain the right to assert proven higher losses, and the Supplier shall retain the right to prove that the losses are significantly lower or no losses at all have been incurred.

2.4 The unconditional acceptance of the delayed delivery of goods or services does not imply that BTG is waiving any rights that BTG may have to compensation on account of the delayed delivery of goods or services.

2.5 All documentation related to the goods or the service (including but not limited to user manual, maintenance program) shall be provided in the language of BTG or at least in English. Final payment will be made upon receipt of complete documentation.

3. Supply of spare parts

The Supplier shall ensure that spare parts for the item supplied will be available for a minimum of ten years after manufacture of the product series has ceased. The resources and drawings required to produce the spare parts shall also be kept for this period. This retention obligation shall lapse after the end of this period and written agreement by BTG. It is only permitted to refuse this if there is a good reason to do so. Besides, the Supplier has the obligation to provide BTG with the original part manufacturer with related part number.

4. Prices, transfer of risk and terms of payment

4.1 The price specified in the order shall be binding. The prices are "Delivered at Place" BTG premises or other address specified by BTG, DAP Incoterms 2020, including standard packaging. The specified price does not include statutory value-added tax. Transfer of risk shall take place with delivery as mentioned herein.

4.2 Invoices are to be sent to the address specified in the purchase order, stating the purchase order number. If the purchase order is missing, invoices cannot be paid and will be returned to the Supplier; BTG shall not be responsible for delays resulting from this. A separate invoice shall be issued for each purchase order. The invoice is to be structured in accordance with the purchase order. Any invoices for down payments and part payments as well as final invoices shall be identified as such. If work has been supplied, worksheets (reports) signed by BTG and the Supplier must be attached to invoices.

4.3 The invoice will be settled net within 30 days after delivery or provision of the service and receipt of the invoice by BTG.

5. Acceptance testing

If the Supplier has to perform work, a formal acceptance of it by BTG is required. BTG may choose whether to make the acceptance at the Supplier's plant or at the place of performance. Unconditional payments shall not constitute acceptance, approval of the items supplied or the waiving of claims for defects.

6. Shipping

6.1 Notification of shipment of the goods shall be given at the latest when the deliveries leave the Suppliers' works.

6.2 The Supplier agrees to specify the purchase order number and BTG's exact delivery address on all shipping documents and delivery notes. Should the Supplier fail to do this, the Supplier shall be responsible for all the resulting delays.

6.3 Shipments for which BTG is paying all or part of the freight costs shall be transported using the most cost-effective freight rates and in accordance with BTG's shipping specifications.

6.4 The applicable shipping instructions are specified in the purchase order.

6.5 Partial Shipment is not allowed, unless specifically agreed by BTG in writing.

7. Packaging

7.1 The Supplier undertakes to pack the goods that need to be transported in accordance with the purchase order and the applicable specifications so the goods will not be damaged if they are handled in the normal way.

7.2 Irrespective of whether the packaging is transport packaging, sales packaging or outer packaging, the Supplier shall comply with the obligations under the applicable packaging law or regulation. When applicable, the Supplier shall take back packaging free of charge after use at the request of the Purchaser and reuse it or recycle it. The place of return of the packaging, if return is requested by BTG, shall be BTG's factory gate.

8. Notice of defects

BTG shall check incoming deliveries for correct quantities, damage in transit and obvious defects, insofar and as soon as this is expedient in the ordinary course of business. Defects will be reported to the Supplier within a period of five working days of discovery. In this regard, the Supplier waives the argument of receiving delayed notice of defects. BTG reserves the right to carry out more detailed checks on incoming goods.

9. Liability for defects

9.1 The Supplier warrants to BTG that the ordered goods or services comply with the contractually agreed specifications and usually assumed properties (i.e. compliance with the contractual and statutory provisions applicable to the delivery or service as well as the applicable technical guidelines and standards and the state of the art) and are free of defects during the warranty period. The warranty period is twenty-four (24) months from Delivery upon the agreed incoterms, or as otherwise agreed by the Parties. The Supplier warrants that the ordered goods and services are free of legal imperfections in title at the time of the passage of risk.

9.2 If BTG informs the Supplier of the intended use and place of use of the goods and/or services to be supplied, the Supplier warrants that its delivery and service are suitable for that use and place.

9.3 If a defect or imperfection in the title exists, BTG shall be entitled to statutory warranty claims in its entirety.

9.4 In principle, BTG shall have the right to select the manner of remedy. If the Supplier does not begin with subsequent remedy as part of the contract, i.e. rectification of defects or delivery of a substitute, as soon as the Supplier has been requested to do so by BTG, BTG shall have the right in these cases and also to avert danger or avoid/limit damage, to carry out the manner of remedy selected by BTG, or to have it carried out by a third party, at the expense of the Supplier. BTG shall have the same right if rectification of defects and/or delivery of a substitute fails or is refused. In such event, BTG would be entitled to terminate the related contract with no obligation to compensate the Supplier (including paying for the goods and/or services which have been rejected and which the Supplier has failed to remedy in a reasonable time).

9.5 Should any costs be incurred in connection with the defect or during rectification work following a defect, the Supplier shall cover these costs, in particular removal and installation costs, transport costs to and from the final destination and all other related disadvantages (i.e. penalty claims from BTG's client caused due to the defect), irrespective of whether the Supplier is responsible for the defect. The Supplier is liable to BTG for direct and indirect damages and losses up to a value of 2 million € for consequences due to defective goods delivered by the Supplier.

9.6 If claims are asserted against BTG by a third party due to the infringement of third-party rights in connection with the Supplier's goods/services, the Supplier shall be obligated to indemnify BTG against these claims at the first written request. The Supplier's obligation to indemnify BTG shall relate to all expenses necessarily incurred by BTG from or in connection with the claims asserted against it by a third party.

9.7 Claims for defects shall become time-barred – except in cases of intention to deceive – in 30 months starting from when the goods were received at the place of performance and/or the work was accepted. If the Supplier meets its obligation to remedy a defect by supplying substitute goods, the period of limitation for said goods shall commence anew after they have been delivered.

10. Information Technology

10.1 Compliance and basic technical requirements

The Supplier shall render the service in compliance with the principles of proper data processing. These include but are not limited to observance of statutory data protection regulations and implementation of all recognized state-of-the-art precautions and measures.

The Supplier shall take appropriate technical and organizational measures to guarantee a high level of IT security with regard to the services and the IT systems required by the Supplier for the purpose of rendering such services. Insofar as they are applicable to the services and the IT Systems used by the Supplier to provide such services, the Supplier shall ensure compliance with the minimum standards of ISO/IEC 27001:2013 (or any subsequent version of such standards which may have appeared at a later time) or the latest applicable versions of other similar but higher standards of security. The Supplier shall disclose such measures in detail with the corresponding concepts, certificates and audit reports at the request of BTG.

10.2 Training and awareness raising in the context of information security

The Supplier shall regularly inform their employees, and third parties entrusted with the rendering of the services about relevant information security topics, including the duties which are incumbent on them in connection with the rendering of the services to guarantee information security.

10.3 Protection of the BTG's data against misuse and loss

The Supplier hereby undertakes to secure all BTG's information and data received or generated by it immediately, effectively and in compliance with the state-of-the-art against unauthorized access, modification, destruction or loss, prohibited transmission, other prohibited processing and any other misuse. In securing BTG's data, the Supplier must take all state-of-the-art precautions and measures to ensure that data can be archived and restored at any time without loss. If during the continued performance of the provision of Services the state of the art with regard to security measures changes, Supplier shall undertake to all measures to secure all BTG Group's information and data according to the new state of the art.

10.4 Ownership of BTG's data

BTG and its Affiliated Companies possess and retain all right, title and interest in and to their data and Supplier's possession thereof is solely on BTG's and/or BTG's Affiliate's behalf.

10.5 Protection when sending information

Any data which is sent, either physically or electronically, in the context of the supplies and services must be transmitted by means (e.g. registered post, courier, email encryption) which are appropriate to the degree of sensitivity of such data.

10.6 Protection against malware

The Supplier shall use state-of-the-art test and analysis procedures to examine all services and data carriers or electronically (e.g. via email or data transfer) transmitted services to ensure that they are not compromised by malware (e.g. trojans, viruses, spyware) before such services are provided or used. Data carriers on which malware is detected may not be used. The Supplier shall inform the BTG immediately if it discovers that BTG is compromised by malware. The same obligations apply to all forms of electronic communication.

10.6 Transparency in services and processes

Services may not contain any undocumented mechanisms or functions which may compromise their security. Data may only be transmitted automatically to the Supplier or to third parties with BTG's explicit written consent.

10.7 Communication in the event of defects or errors in the services provided

The Supplier shall inform BTG immediately if it discovers defects or errors in the services provided to BTG which may compromise BTG's operations or security.

10.8 Handling of hardware, software, means of access and access data provided to the Supplier
All hardware, software, means of access and access data which BTG provides to the Supplier shall be used in compliance with BTG's terms of use. The Supplier shall keep all access data and means of access provided to it secret and take state-of-the-art measures to protect them against unauthorized access and use by third parties. If hardware, software, means of access and access data provided to the Supplier for the purpose of rendering the services are no longer required, they shall be promptly returned to BTG. If the return of the software, means of access and access data provided is not possible, the Supplier shall delete or uninstall the software, access data and means of access provided to it but not without having contacted BTG and asking for approval of deletion/uninstallation. Afterwards, Supplier shall confirm deletion / uninstallment BTG in writing. The Supplier may only use its own hardware and software with or on BTG's systems and networks in connection with the rendering of a service if this has been permitted in advance by BTG.

11. Quality assurance

11.1 The Supplier undertakes to continuously monitor the quality of its goods by using a suitable quality assurance system, e.g. DIN EN ISO 9001 ff or a comparable system, and to conduct the quality checks and inspections specified by BTG or which are otherwise appropriate during and after the manufacture of its goods. The Supplier shall document these inspections and retain this documentation for a period of ten years.

11.2 BTG or a person engaged by BTG has the right to demand proof that the delivery items and the quality assurance system of the Supplier are of the quality specified in the contract and also to satisfy themselves at all times that the quality and/or the way in which the checks and inspections are carried out at the plant of the Supplier or the sub-suppliers are adequate and also to undertake acceptances or an audit in the plant of the Supplier or its sub-supplier at the Supplier's expense.

11.3 Without being requested to do so, the Supplier shall immediately in the form set out in Section 1.3 inform BTG of changes in the composition of the processed material or design of its goods or services. The changes shall require BTG's written consent.

11.4 Where the Supplier intends to arrange for goods or services to be provided wholly or mainly by a sub-supplier, the Supplier shall inform BTG of this beforehand. In this case, the subcontracting requires BTG's written approval.

11.5 BTG quality assurance policy disclosed to the Supplier and the quality assurance agreements concluded with the Supplier shall be part of the contract.

12. Marketing products and product liability

12.1 The Supplier undertakes to comply with the legal requirements that apply at its registered office and the place of performance.

12.2 If it supplies products which fall under the scope of application of a European Directive for first-time marketing, such as the EU Machinery Directive, Pressure Equipment Directive, EMC Directive, etc., the Supplier undertakes to comply with the relevant health and safety requirements and processes specified in them and issue the documents provided for in these. In the case of partly completed machinery according to the EC Machinery Directive No. 2006/42/EC, the Supplier shall provide BTG with a declaration of incorporation according to Annex II B of the EC Machinery Directive in the form requested by BTG (extended declaration of incorporation) as well as in addition provide instructions for use in accordance with Section 1.7.4 of Annex I of the EC Machinery Directive. The Supplier shall at the request of and as chosen by BTG hand over to BTG the risk assessment that the Supplier has produced or allow BTG to inspect this.

12.3 If the Supplier is responsible for damage outside the supplied goods and claims are asserted against BTG pursuant to product liability law, the Supplier shall be obliged to indemnify BTG in this regard against claims for damages by third parties at the first time of request, if the cause of the damage is in the sphere of responsibility of the Supplier and the Supplier itself is liable in relation to third parties. As part of its liability, the Supplier is also obliged to reimburse any expenses incurred by BTG from or in connection with a warning issued or recall conducted by BTG. Where possible and reasonable, BTG shall inform the Supplier of the content and scope of the measures to be performed and coordinate them with the Supplier. Other claims under product liability law shall remain unaffected.

12.4 The Supplier undertakes to take out product liability insurance with minimum cover of 1,000,000.00 euros per claim. The said insurance shall not prejudice BTG's right to make more extensive claims for damages.

13. Safety at work, environmental protection and conflict minerals

13.1 The Supplier shall ensure that its goods and services satisfy environmental protection, accident prevention and occupational safety regulations that apply at BTG's site or the other place of performance with which it is familiar as well as with other safety-related rules so that negative effects on people and the environment are avoided or reduced. The Supplier will set up a management system for this purpose, e.g. in accordance with DIN EN ISO 14001 or a comparable system. BTG has the right, if required, to demand evidence of the management system operated by the Supplier and to carry out an audit in the Supplier's company.

13.2 The Supplier undertakes to comply with the requirements of the EU regulation on chemicals REACH (EU Regulation No. 1907/2006), in particular registration of the substances. BTG is not obligated to obtain approval for a delivery item provided by the Supplier within the framework of the REACH regulation. Furthermore, the Supplier undertakes not to supply any delivery items that contain substances specified in Annexes 1 to 9 of the REACH regulation, the Council Decision 2006/507/EC (Stockholm Convention on persistent organic pollutants, EC Regulation 1005/2009 on substances that deplete the ozone layer, the Global Automotive Declarable Substance List (GADSL) and the RoHS Directive (2002/95/EC)) for products in accordance with the Supplier's field of application. The current version of all the named directives shall apply. Should the delivery items contain substances that are on the Candidate List of Substances of Very High Concern (SVHC list) as specified in REACH, the Supplier undertakes to notify this without delay. This shall also apply if substances that have previously not been listed are added to this list while deliveries are being made. Furthermore, the delivery items shall not contain asbestos, biocides or radioactive material. Should the delivery items contain substances BTG shall be notified of this in writing before the delivery, stating the substance, the identification number (e.g. CAS No.) and a current safety data sheet. The supply of these delivery items requires separate approval by BTG.

13.3 The Supplier undertakes through appropriate measures in its organization and with reference to its own delivery chain to work towards ensuring that the products to be delivered to BTG do not contain conflict minerals as defined by Sections 1502 and 1504 of the Dodd-Frank Act of the United States of America (including but not limited to columbite-tantalite (coltan), tin, wolframite, gold and their derivatives originating from the Democratic Republic of Congo and its neighboring states).

13.4 The Supplier has an obligation to indemnify BTG from all liability in relation to the Supplier's non-compliance with the above regulations and/or to compensate BTG for losses incurred as a result of the Supplier's non-compliance with the regulations.

13.5 Furthermore the Supplier shall observe the relevant rules for the disposal of waste and residual materials and make BTG aware of any product treatment, storage and disposal requirements.

14. Reservation of ownership, models, tools and confidentiality

14.1 The Supplier's rights to reserve ownership are not recognized.

14.2 Where BTG provides the Supplier with substances, parts, containers, etc., BTG shall retain ownership of these. The processing or transformation of these parts shall be on behalf of BTG. If the reserved goods are processed with other items that do not belong to BTG, BTG shall acquire joint ownership of the new object in proportion to the value of BTG's property in relation to the other processed items at the time of processing.

14.3 Any models and tools which are produced by the Supplier at BTG's expense shall become BTG's property upon payment for them. They shall be treated with care by the Supplier, used exclusively for manufacturing the ordered goods, indicated as property of BTG and – where possible – stored separately from the other products of the Supplier, as well as insured at the expense of the Supplier against disasters such as fire, water, theft, loss and other damage. The Supplier undertakes to carry out in a timely manner any maintenance and servicing work that may be required on the tools and to perform maintenance and repair work at the Supplier's own cost. Resale of the parts produced using these models and tools shall not be permitted without the express written approval of BTG.

14.4 Documents, drawings, plans and sketches and other know-how of BTG, which BTG entrusts the Supplier for producing the ordered delivery and/or service in whatever form, shall remain the property of BTG. They are BTG's trade secrets and shall be treated confidentially. The Supplier undertakes to treat them with care, to make them available only to employees who need them for fulfilling the contract and who are in turn obligated to maintain confidentiality, not to make them available to third parties, to make copies only for the purpose of executing the order, and to return all documents, including copies of them, to BTG upon completion of the goods/services or, if requested by BTG, to destroy them. The Supplier has the obligation to use it only within the limits of usage needed to deliver the required services or goods.

15. Data protection

BTG is entitled to collect, store, use and transfer (i.e. to partners in the legal transaction, authorities, banks, insurance companies, external consultants, service companies) the Supplier's personal data, providing this is required for performing the legal transaction or consent has been obtained from the persons concerned. Such personal data shall be stored for as long as is necessary for the performance of the legal transaction, for as long as legal claims can be asserted on the basis of the legal transaction, for the duration of statutory retention periods and for as long as official proceedings are pending in which the data are (may be) required. Insofar as the processing of data is based on the consent of the respective data subject, this consent may be revoked at any time. Persons concerned have the right to obtain information on the personal data stored about them and the purpose for which it is being processed and used. Any requests for information or the enforcement of further rights on the part of those concerned must always be submitted to BTG and are provided within the framework of the applicable national legislation.

16. Origin of goods and export controls

16.1 If requested to do so by BTG, the Supplier undertakes to provide proof of origin that complies with the valid legal requirements on the date on which it is issued. The Supplier shall provide this for BTG free of charge. If long-term supplier declarations are used, the Supplier shall, when the purchase order is accepted, without being prompted to do so inform BTG of changes in the originating status. The actual country of origin shall in every case be stated in the documentation for the transaction, even if there is no eligibility for preferential customs treatment.

16.2 The Supplier has an obligation to instruct BTG about any authorization obligations that may exist if the Supplier's goods are (re-) exported, as required by Swiss, French, German, European and US American legislation as well as other applicable export and customs requirements. For this purpose, unless this information is provided in the Supplier's quotation, the Supplier shall provide this information in the order confirmation and in every invoice at the relevant items for

the goods: the commodity code, the AL No. (export list number) of the current version of the EC Dual Use Regulation and the ECCN (Export Control Classification Number) in accordance with US export legislation.

16.3 At BTG's request, the Supplier shall be obligated to inform BTG in writing of all further foreign trade data related to the goods and its components, as well as inform BTG immediately in writing of all changes to the data specified in Sections 16.1 and 16.2.

16.4 If the above details are not provided or are provided incorrectly, BTG shall be entitled to terminate or cancel the contract without prejudice to further claims.

17. Cancellation and termination rights

17.1 BTG may at any time terminate the order in writing by giving four weeks' notice without any reason being required. In this case, the Supplier shall be entitled to the price for the services provided in accordance with the contract up to the date of termination against corresponding proof, whereby saved expenses must be deducted.

17.2 In addition BTG's statutory rights of rescission or termination, BTG is entitled to rescind or terminate the contract if a material deterioration of the Supplier's financial circumstances occurs or threatens to occur and the obligation to supply goods and services is jeopardized thereby. BTG shall also be entitled to rescind or terminate the contract if the Supplier comes under the controlling influence of a competitor of BTG.

17.3 The right of the parties to terminate the contract for cause according to Swiss Code of Obligations shall remain unaffected. In particular, in case Supplier, one of its officers, employees, agents or a person who is engaged by Supplier to market or distribute its products should violate the requirements in Section 18.1 **Error! Reference source not found.**, the human rights and environmental requirements as specified in Section 18.3, the Voith Supplier Code of Conduct or there is at least a respective, factually reinforced suspicion, BTG shall be entitled to terminate the contract without notice unless the violation is negligible and is remedied by Supplier instantly and permanently.

18. Entrepreneurial responsibility

18.1 The Supplier declares its commitment within the scope of its corporate responsibility to ensuring that it complies with legal provisions, including environmental protection laws, regulations relating to labor law and legislation on the maintenance of employees' health, and does not tolerate child or forced labor in or in relation to the production and sale of its goods or the provision of its services. Upon accepting the order, the Supplier further confirms that it shall not commit or tolerate any form of bribery and corruption. In this context BTG draws the Supplier's attention to the VOITH Supplier Code of Conduct that can be consulted at <http://www.btg.com> or <http://www.voith.com> in various languages under. BTG, as a Voith company, expects the Supplier to agree to comply with the rules and principles contained therein and provide assistance to ensure that these are observed.

18.2 More especially the Supplier undertakes to comply with the laws that apply in each case in respect of the general minimum wage and to impose this obligation to the same extent of its sub-suppliers. Furthermore, the Supplier is obligated to comply with the export law provisions applicable in Switzerland and the EU. The Supplier shall furnish proof that the above assurance has been complied with, if requested to do so by BTG. If the above assurance is not adhered to, the Supplier shall indemnify BTG against claims by third parties and undertakes to reimburse fines imposed to BTG in connection with this.

18.3 Supplier undertakes in particular to comply with the following human rights and environmental requirements:

- Prohibition of child labor concerning compliance with the minimum age for admission to employment in accordance with ILO Convention No. 138 and concerning the prohibition of and immediate action for the elimination of the worst forms of child labor in accordance with Art. 3 ILO Convention No. 182;
- Prohibition of the employment of persons in forced labor in accordance with ILO Convention No. 29;
- Prohibition of all forms of slavery, slave-like practices, servitude or oppression in the workplace environment;
- Compliance with applicable occupational health and safety obligations in accordance with law at the place of employment;
- Prohibition of disregard for freedom of association;
- Prohibition of unequal treatment in employment on the basis of national, ethnic origin, social origin, health status, disability, sexual orientation, age, gender, political opinion, religion, belief, unless justified by the requirements of employment;
- Prohibition of withholding a fair wage;
- Prohibition of environmental pollution concerning soil, water, air, harmful noise emission or excessive water consumption;
- Prohibition of unlawful eviction, as well as unlawful deprivation of land, forests and waters in the acquisition, construction or other use of land, forests and waters, the use of which secures the livelihood of a person;
- Prohibition of the hiring or use of private or public security forces for the protection of the entrepreneurial project, which in doing so use torture and cruel, inhuman or degrading treatment, injuring life or limb, or disregarding the freedom of association and union;
- Prohibition of an act or omission in breach of duty going beyond the above-mentioned infringing acts, which is directly capable of impairing a protected legal position in a particularly serious manner and the illegality of which is obvious;
- Prohibition of the production and use of mercury and mercury compounds as well as the treatment of mercury waste in accordance with the provisions of the Minamata Convention (Art. 4 para. 1 and Annex A Part I, Art. 5 para. 2 and Annex B Part I, Art. 11 para. 3);
- Prohibition of the production and use of chemicals and the non-environmentally sound handling, collection, storage and disposal of waste in accordance with the provisions of the applicable legal system under the Stockholm Convention on Persistent Organic Pol-

lutants (23.05.2001, 06.05.2005) and EU Regulation on Persistent Organic Pollutants 2021/277 (Art. 3 para 1a and Annex A, Art. 6 para 1d (i), (ii));

- The following prohibitions under the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (22.03.1989 and 06.05.2014): Prohibition of export of hazardous and other wastes under Art. 1 (1), 2 of the) under Art. 4 (1b), (1c), (5), (8) p.1, Art. 4A, and Art. 36 of Regulation (EC) No. 1013/2006; Prohibition of import of hazardous and other wastes from a non-Party to the Basel Convention (Art. 4 (5)).

In the event that the human rights and environment-related requirements applicable to BTG change, the Supplier shall agree to an adjustment of this Section 18.3 that implements the change in the human rights and environment-related requirements. BTG shall notify Supplier of those requirements in writing or text form without delay.

Supplier shall address the human rights and environmental requirements mentioned in this Section 18.3 in an appropriate manner vis-à-vis its own sub-suppliers and further-more along its own entire supply chain and, in particular, ensure their compliance by its own sub-suppliers or, in the event of existing violations of human rights or environmental obligations, their termination by means of suitable contractual provisions. This shall also include, to the extent legally possible and reasonable, serious efforts to enter into an agreement that ensures the passing on of this obligation by Supplier's direct suppliers to Supplier's own suppliers.

Supplier further undertakes to carefully select its suppliers, in particular with regard to the human rights and environmental requirements pursuant to this Section 18.3 and shall adequately investigate any indications of violations of the human rights and environmental requirements and take them into account in the selection of suppliers.

18.4 BTG has the right to verify compliance with the human rights and environmental requirements mentioned in Section 18.3 by carrying out on-site inspections at Supplier's site and/or its production site (audit right). BTG may exercise the audit right through its own employees, through a third party commissioned by BTG (e.g. a lawyer or auditor) or by using recognized certification or audit systems. BTG will notify Supplier of such audit with reasonable written advance notice, unless there is imminent danger or the notice would endanger, significantly reduce or eliminate the effectiveness of the audit. The audit right shall in principle be exercised during normal business hours at the business or production premises of Supplier. Supplier undertakes to make documents, records, names of sub-suppliers within the supply chain and as far as known ("Supply Chain Documentation") requested by BTG available for inspection by BTG for an appropriate period of time, but at least for ten (10) working days, ("Audit Period"). At BTG's request, Supplier shall also make the Supply Chain Documentation available at its own expense in a suitable online data room that complies with current IT security standards for the Audit Period and grant BTG access from its own business premises. In addition, Supplier will grant BTG access to its employees and officers, e.g. to enable interviews to be conducted in order to exercise the right to audit. Data protection requirements must be complied with when BTG exercises the audit right, and the protection of business secrets of Supplier must be taken into account insofar as this does not conflict with the fulfillment of legal obligations by BTG.

18.5 At BTG's request, Supplier shall support and enable training and further education by BTG for compliance with the human rights and environmental requirements as specified in Section 18.3, shall name its own relevant employees and ensure their participation in the training and further education to the extent legally possible. The details of the organization and implementation of training and further education in accordance with this Section 18.5 shall be agreed upon by BTG and Supplier on a case-to-case basis. In doing so, the interests of Supplier with regard to the type and duration of the training courses, their frequency and the group of participants shall be taken into account appropriately so that an excessive burden on Supplier is avoided. The training courses can take the form of e-learning, online format or face-to-face events.

19. General provisions

19.1 Persons who work on BTG's premises or on the premises of companies associated with BTG to perform the contract must observe the terms of the respective work rules. Liability for accidents that befall these persons on works premises shall be excluded, unless they have been caused by deliberate or grossly negligent infringement of obligations on the part of our statutory representatives or their vicarious agents.

19.2 The use of inquiries, purchase orders and the associated correspondence for advertising purposes is not permitted. The Supplier shall only be allowed to use the business relationship with BTG or use BTG as a reference with the prior BTG written permission.

19.3 The Supplier may not assign its claims or rights under a contract with BTG without BTG's express written approval.

19.4 The parties shall only be entitled to set-off rights and rights of retention if their counterclaims have been legally established or are undisputed.

19.5 Swiss law alone shall govern the contractual relationship with conflicts of law and the United Nations Convention on the International Sale of Goods (CISG) being excluded.

19.6 The legal venue for both parties is Lausanne.

19.7 If individual provisions of these conditions are or become invalid in full or in part, this shall not affect the remaining provisions

19.8 In case the conditions mentioned in this document are different from the ones in the contract or the Purchase Order, the latter will prevail.