

TRILUX Terms and Conditions of Purchase for the Procurement of Machinery and Equipment ("GTCM")

1. General, scope of application

- 1.1. The following GTCM apply to orders placed by TRILUX Sp.z o.o. 02-495 Warszawa, Ul. Posag 7 Panien 1 ("TRILUX") and/or the companies of the TRILUX Group affiliated with TRILUX within the meaning of Article 4 §1 item 5 of Polish Act on Commercial Companies' Code dated 15 September 2000 (official Journal of Laws as of 2022, item 1467) (hereinafter each referred to as "Principal" or "TRILUX Company") for the procurement of machinery and mechanical equipment including further services required in this context, e.g. assembly, installation work ("GTCM"). The group companies covered by this regulation can be viewed on the homepage of the TRILUX Group www.trilux.com.
- 1.2. We do not recognize any terms and conditions of the Contractor that are contrary to or deviate from our GTCM, unless we have expressly agreed to their validity in writing. Any different and deviating General Terms and Conditions of Business and Delivery of the Contractor are hereby rejected and shall be deemed to be waived, even if they are not expressly rejected again at the time of conclusion of the contract or at a later point in time. Our GTCM shall also apply if we accept the Contractor's delivery without reservation in the knowledge that the Contractor's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.
- 1.3. Contractual bases for the procurement of machinery and equipment are in the following order of priority:
- Our purchase order or commercial confirmation letter with performance description, the attachments, drawings referred to in the purchase order (purchase order with technical specification);
 - Site regulations can be viewed at www.trilux.com/suppliers
 - These GTCM;
 - Contractor's offer;
 - The legal standards applicable to the agreed services at the time of conclusion of the contract as well as the general guidelines and technical standards, such as TÜV, VDI, IEC/EN; VDE; DIN; UVV; TRD; EC Machinery Directives.
- 1.4. Our GTCM shall also apply to all supplements to this order and all future business with the contractor.

- 1.5. As far as declarations according to this GTCM have to be made in writing, the text form is also meant in addition to the written form.

2. Offer, offer documents, conclusion of contract

- 2.1. The preparation of the contractor's offers shall be free of charge for us. Unless otherwise stated, the contractor is bound to his offer for 4 weeks.
- 2.2. The Contractor shall adhere to the inquiry/tender with regard to quantity, quality and execution in the offer. The contractor may offer alternatives, but must expressly refer to them. These alternatives may only be executed if we have expressly commissioned such an alternative offer in writing in deviation from our inquiry.
- 2.3. Any agreements reached in the course of contract negotiations shall be sent to the commercial project manager in an updated offer. With the first, at the latest with this amended offer, the Contractor shall send to us the signed construction site regulations, these GTCM as well as other agreed contractual bases, otherwise notify us in writing of any contradictions or amendments. We reserve the right to place the order only after we have received the signed updated offer.
- 2.4. Only orders placed by the commercial project manager in writing or in text form are binding. Verbal agreements, also with regard to the execution of an order, shall only be valid if they are confirmed by the commercial project manager in writing or in text form. With the order or commercial confirmation letter, the contract is concluded.
- 2.5. Our silence shall in no case be deemed to constitute consent for the offer, including the offers provided to us by entities with which we have long-term business relationships.

3. Prices, terms of payment

- 3.1. The price stated in the order is a fixed price and, in the absence of any agreement to the contrary, includes all ancillary costs free agreed destination DDP INCOTERMS® 2020, including packing, insurance, etc. The agreed price shall include all license rights for the use of the goods, documents, etc.
- 3.2. The statutory sales tax is not included in the price and shall be shown separately in the Contractor's invoices.
- 3.3. We can only process invoices if these - in accordance with the specifications in our order - state the order number shown there; the contractor is responsible for all consequences arising from non-compliance with this obligation. Invoices must be submitted separately immediately after delivery in compliance with legal and official requirements. Monthly invoices shall also be sent no later than 05th of the month following the

delivery. Invoices shall be due for payment within 60 days net after complete delivery and performance (including any agreed acceptance) as well as receipt of proper customary invoices in compliance with German statutory requirements.

- 3.4. We do not owe any interest on arrears. The statutory provisions shall apply to the occurrence of default, whereby, in deviation from this, a written reminder by the Contractor shall be required in every case.
- 3.5. We shall be entitled to rights of set-off and retention to the extent provided by law. We may otherwise offset against all claims to which we or another TRILUX company are entitled against the Contractor.
- 3.6. The Contractor may assign its claim to third parties or have it collected by third parties only with our written consent.
- 3.7. The place of performance for payments is the registered office of the respective commissioning TRILUX company.

4. Security services

- 4.1. If we make down payments or payments on account, we shall be entitled at any time to demand a corresponding contract performance bond in accordance with our text. The claim for return of the contract performance bond shall arise upon acceptance, insofar as a warranty bond has been agreed, only when the warranty bond has been duly provided.
- 4.2. To secure claims arising from liability for material defects, the customer may retain 5 % of the gross order amount including all supplements as security. This retention is redeemable by a warranty bond according to our text and at the expense of the contractor. The return of the security retention/deed of guarantee shall take place as soon as all claims of the Principal arising from the liability for material defects have become statute-barred and the claims raised have been fulfilled.
- 4.3. All guarantees must be provided as an unconditional, unlimited, irrevocable, directly enforceable guarantee by a major bank subject to supervision by the European Central Bank or by a credit insurer. The bank or credit insurer must have a rating in the "A" range from an internationally recognized rating agency. The guarantee declaration shall be made waiving the defenses of avoidance, set-off and anticipatory action. The waiver of the plea of set-off shall not apply in the event that the Contractor's counterclaim in question is undisputed or has been finally determined by a court of law. The guarantee shall be subject to the exclusive application of German law and - at the Principal's option - to the place of performance or the Principal's registered office as the exclusive place of jurisdiction.

5. Deadlines, delay, contractual penalty

- 5.1. The statutory holidays applicable at the Customer's registered office and at the place of performance shall be included by the Contractor in the scheduling. Unless otherwise agreed, a working week of 5 days (Mon. - Fri.) shall be taken as a basis for the performance of services.
- 5.2. The agreed contract dates are binding. The Contractor shall be in default in the event of non-compliance with the contract dates without the need for a reminder.
- 5.3. If the Contractor recognizes that the agreed deadlines cannot be met, the Contractor shall inform the Client in writing without delay, stating the reasons and the presumed duration of the delay.
- 5.4. If the Contractor is in default, we may demand a contractual penalty in the amount of 0.3% of the net price per calendar day, but in total not more than 5% of the net price of the delayed performance. We shall be entitled to claim the contractual penalty in addition to performance and as a minimum amount of damages owed by the Contractor under the statutory provisions; the right to claim further damages shall remain unaffected. If we accept the delayed performance, we shall claim the contractual penalty with the final payment at the latest.

6. Obstruction notices, force majeure

- 6.1. If the Contractor believes that it is hindered in the proper execution of the performance, it shall immediately notify the Client thereof in writing. If he fails to give such notice, he shall only be entitled to have the impeding circumstances taken into account if the Customer was obviously aware of the fact and its impeding effect. The obstruction notification shall be sent to the responsible technical project manager.
- 6.2. Execution deadlines and contract deadlines shall be extended accordingly in the event of timely written notification if the Contractor is not responsible for the hindrance. Usual weather conditions which the Contractor could have expected at the time of placing the order shall not be deemed to be an impediment. The Contractor shall resume work after the hindrance has been reduced or has ceased to exist and shall inform the Customer thereof. In all other respects, the Contractor shall do everything it can reasonably be expected to do in order to continue the work.
- 6.3. The reservation of timely self-delivery is excluded.
- 6.4. If the contractor is unable to meet a delivery date due to force majeure (war, natural disasters, etc.), the date shall be postponed by the duration of the impediment. If the hindrance lasts longer than one month or justifies immediate termination and the consequences of the hindrance constitute an important reason for

termination, we may withdraw from or terminate the contract in whole or in part. The contractor is obliged to inform us immediately of the cessation of the impediment. Lack of personnel, production material or resources, breach of contract by third parties commissioned by the contractor, as well as untimely self-delivery do not constitute events of force majeure.

7. Execution, involvement of the client, subcontractors

7.1. The Contractor shall take all measures within the scope of the execution of the order which are necessary to achieve the contractually stipulated purpose, even if these were not expressly stated within the scope of the order. This includes in particular:

- Procurement of all required equipment, auxiliary materials and facilities free point of use;
- Cleanup of the site and restoration of the original assembly plan condition;
- Disposal of waste generated during the execution of the contract;
- Adequate lighting at the work site;
- Securing work areas against accidents, damage, theft and the like.

7.2. The Client shall provide the following services free of charge for activities on the Client's premises to support the execution of the order, if agreed:

- Electricity, unless used for heating purposes;
- Water and compressed air, as far as operationally possible;
- Drainage from a central point.

7.3. The material and/or execution documents to be provided by the Customer shall be called off by the Contractor in good time and to the extent that proper execution of the order is ensured and the Customer can meet its obligations in good time.

7.4. The use of subcontractors requires the prior consent of the client.

8. Project coordination, work on the client's premises

8.1. The parties shall name a responsible commercial and technical project manager in each case in the order/offer prior to the start of execution, whose replacement may only take place for good cause.

8.2. The Contractor shall coordinate its work with the other companies involved in the construction/works site via

the Client's technical project manager so that no mutual obstruction occurs and the Client's operations are not disrupted more than unavoidably. The Contractor's technical project manager plans, coordinates and monitors all matters relating to the execution of the services in compliance with the relevant directives (e.g. operating equipment regulations, accident prevention regulations, etc.). He is the responsible contact person for the client for technical matters.

8.3. The client's technical project manager has the right to issue instructions on the construction site during the work. Instructions from other departments of the client may only be followed after consultation with the client's technical project manager.

8.4. The Contractor's technical project manager shall provide information on the status of performance at any time upon request.

8.5. Before connection work is carried out on the technical infrastructure of the Customer, registration with and approval by the Customer's technical project manager is required.

8.6. All items brought onto the customer's factory premises are subject to factory inspection. The Contractor and its independent subcontractors shall clearly and unalterably mark their tools and devices as well as the assembly equipment with their name or company logo in advance.

9. Scope of services, functional and quality tests

9.1. The Contractor shall bear system responsibility for the commissioned services, i.e. it shall be responsible to the Customer for the services in all process steps and with regard to all service components, irrespective of whether it has engaged third parties to provide the services, as well as for the fitness for purpose of the corresponding services together with accessories and documentation.

9.2. The prices shall include everything that the Contractor has to effect at the agreed place of performance in order to fulfill its obligation to perform, in particular, unless otherwise agreed, the following shall be compensated for: Execution documents, operating instructions, contract-specific aids of the Contractor, materials to be supplied, wages and ancillary wage costs, installation, supervision, provision and proper clearing of the construction site, provision and provision of all necessary equipment, scaffolding, tools, safety precautions, barriers, etc., crew and equipment rooms as well as operating materials and consumables required for assembly equipment, cutting gases, their delivery and removal free or from the construction site, unloading, transportation of all materials as well as the costs of storage.

9.3. The scope of services includes, unless otherwise agreed:

- all parts which, according to the generally recognized rules of technology, belong to a machine/plant that is safe to operate and ready for use, even if the individual parts or services required for this are not listed;
- the ready-for-use assembly of all parts at the agreed installation site including the coordination and execution of the required tests and test certificates, trial operation and commissioning until acceptance;
- Compliance with technical and other regulations and findings relevant to the services, including regulations on occupational safety and environmental protection;
- CE marking, declaration of conformity in the case of a machine/plant ready for use or the declaration of incorporation in the case of a machine/plant not ready for use;
- all execution documents, documentation, operating instructions according to technical specification or separate agreement, which are part of the machine/plant ready for operation and safe to operate;
- Theoretical and practical instruction/training of operating and maintenance personnel with regard to the function and operation of all system components.

9.4. Functional tests, all official and legally required tests shall be carried out in coordination with the Customer and at the expense of the Contractor. If quality tests and/or trial operation and/or technical availability tests are agreed, the parties shall bear their own costs in each case for the first test. If the repetition of a test becomes necessary for reasons for which the Contractor is responsible, the Contractor shall bear all costs of the additionally required tests.

10. Technical documentation, accompanying documents, software

- 10.1. The technical documentation must be prepared in accordance with the EC Machinery Directive and comply with all generally recognized technical rules. The operating instructions must be prepared in accordance with EN 82079-1 .
- 10.2. Upon request, the Contractor shall submit manufacturer's spare parts lists with prices at the latest at the start of installation, enabling us to inquire about and order spare parts from third parties as well.
- 10.3. The contractor is obliged to enclose a delivery bill with each shipment and to state our order number exactly on all shipping documents and delivery bills; if he fails to do so, he shall be liable for any delays caused thereby.

10.4. Software shall be provided to us on commercially available data carriers in machine-readable code together with user documentation. Software developed individually for us shall also be provided to us in source code with manufacturer documentation. Copies of source code and manufacturer's documentation shall be handed over to us upon acceptance and must correspond to the program status at the end of the test phase. Measures carried out on the software within the scope of liability for defects shall be included by the Contractor in the source code and in the manufacturer's documentation without delay; a copy of the respective updated status shall be made available to us without delay.

11. Export control, supplier declarations

11.1. The Contractor shall inform us immediately if a service/delivery is subject to any export restrictions. Furthermore, upon request, he shall provide us with the commodity tariff numbers for his goods and other information within his sphere of control and organization concerning his deliveries and services which are necessary for us to comply with export control regulations.

11.2. The contractor is obliged to submit supplier's declarations according to Commission Implementing Regulation (EU) 2015/2447 of 24 November 2015 laying down provisions for the implementation of Regulation (EU) No 952/2013 of the European Parliament and of the Council establishing the Union Customs Code (CCC-IA). - as far as relevant. If long-term supplier declarations are used, we must be notified of any changes in the originating status with the respective order confirmation without being requested to do so. The same applies to proof of value added tax in the case of foreign and intra-Community deliveries.

12. Warranties, quality agreements, duty to inquire

12.1. The Contractor warrants to us, in particular but not conclusively: a) that its services and goods are suitable for the intended purpose, are new and free of construction, manufacturing, material, design and production defects, b) correspond to the samples, specimens and descriptions supplied by it and comply with the agreed specifications and quality agreements, c) are free of third party rights and d) that the services and goods comply with the respective statutory provisions, directives, ordinances and regulations, in particular for occupational safety, environmental protection and product safety protection, such as e.g. RoHS or REACH and requirements of the property insurers.e.g. RoHS or REACH and requirements of the property insurers, as well as a CE certificate of conformity.

- 12.2. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject matter of the respective contract or have been included in the contract in the same way as these GTCM shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, from the contractor or from the manufacturer.
- 12.3. The Contractor shall inspect the locations, facilities and buildings relevant for the performance of the services and check them for correctness, also with regard to the execution of preparatory work by third parties. Concerns of any kind are to be reported in writing, stating reasons, and an agreement reached with the client.
- 12.4. We accept the contractor's execution documents only for inspection. In case of doubt, signing off merely means that we have taken note of these documents. Suggestions for changes, notes and complaints on our part do not release the contractor from his sole responsibility to achieve the contractually owed success. In the case of instructions, we shall only be liable within the meaning of Section 641 of the Polish Act Civil Code dated 23 April 1964 (Official Journal of laws as of 2022, item 1360) if and to the extent that the Contractor has immediately raised and justified any objections in writing.

13. Receipt of deliveries, tests, trial operation and acceptance

- 13.1. The Customer shall not be obliged to accept and/or unload deliveries in the absence of the Contractor or its suppliers/subcontractors on the Contractor's behalf; if the Customer nevertheless undertakes to do so, this shall be at the Contractor's risk and expense. An incoming goods inspection shall not take place even if the machine/plant is delivered as a whole, as the service content also includes the assembly and commissioning of the plant by the Contractor.
- 13.2. All official, statutory inspections and/or contractually prescribed quality inspections shall be arranged by the Contractor in good time in coordination with the Customer.
- 13.3. Acceptance presupposes that the Contractor has fulfilled essential characteristics and performance features, in particular in accordance with Clauses 10 and 12. As a rule, proof of performance shall be demonstrated during trial operation, which shall not commence prior to completion of operational readiness.
- 13.4. Unless otherwise stipulated in the contract, the Contractor's performance shall be subject to formal acceptance. The acceptance date shall be requested by the Contractor and shall be made in writing on the Customer's form. Verbal or implied acceptance by commissioning is excluded.
- 13.5. Acceptance shall take place without delay and, in the case of machines and plants which require prior trial operation and/or for which such operation has been agreed, within a period to be agreed of no earlier than 4 weeks and no later than 3 months after the start of trial operation. Within the scope of the existing possibilities, the machine or plant can also be used for production during the trial operation. The contractor and the customer shall each bear the personnel acceptance costs incurred by them.
- 13.6. If it becomes apparent during the acceptance test that the machine or plant is not substantially in conformity with the contract, the Contractor must immediately restore the condition in conformity with the contract and request a repetition of the acceptance test. All costs incurred in the repetition of the acceptance test shall be borne by the Contractor.
- 13.7. If defects are found which do not affect the performance and function of the machine/plant or the safety and health of the employees, acceptance may be subject to the immediate elimination of these defects. An appropriate amount will then be withheld from the final payment until the defects have been rectified.
- 13.8. Upon acceptance, the limitation period for claims based on defects shall commence and the risk for the subject matter of the contract shall pass to us.
- 13.9. The statutory provisions shall apply to the occurrence of our default in acceptance. However, the Contractor must also expressly offer us its performance if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the Contractor may demand compensation for its additional expenses in accordance with the statutory provisions (Article 551 of Polish Civil Code). If the contract relates to a non-representable item to be manufactured by the Contractor (individual production), the Contractor shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.

14. Liability for material defects

- 14.1. The statutory provisions shall apply to our rights in the event of material defects and defects of title of the goods and in the event of other breaches of duty by the contractor, unless otherwise stipulated below.
- 14.2. The customer shall be entitled to set a reasonable deadline for subsequent performance; the reasonableness shall also be measured according to our operational concerns. In the event of

unreasonableness, we shall be entitled to refuse subsequent performance. Without prejudice to the statutory provisions, unreasonableness may be deemed to exist in particular if the subsequent performance leads or may lead to an unreasonable delay or to uncertainty as to its success in the case of equipment, installations or facilities which are relevant to safety or which are necessary for the maintenance of our operational, production or business processes. A mutually agreed period for subsequent performance shall have the same legal effect as a deadline set by us.

- 14.3. The Customer may demand that the supplementary performance be carried out with due regard to its operational interests, even if this results in additional expenses for the Contractor in the form of extra work, work on Sundays and public holidays.
- 14.4. The Contractor shall be obliged to bear all expenses necessary for the purpose of inspecting a defect and subsequent performance, including transport costs, expert costs, directing costs, its own expenses, installation and removal costs, costs for equipment, lifting devices, scaffolding. This shall also apply if there was actually no defect. Our liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, however, we shall only be liable if we recognized or were grossly negligent in not recognizing that there was no defect.
- 14.5. We may also demand reimbursement of costs incurred in connection with investigations if the above-average occurrence of defects makes it necessary to carry out incoming goods inspections beyond the usual random sampling.
- 14.6. If the Contractor fails to meet its obligation to provide subsequent performance - at our discretion by remedying the defect (rectification) or by delivering an item free of defects (replacement) - within a reasonable period of time set by us, we may remedy the defect ourselves and demand compensation from the Contractor for the expenses required for this and a corresponding advance payment.
- 14.7. Insofar as we are entitled to withdraw from the contract by virtue of statutory or contractual provisions in the event of non-performance or improper performance, the withdrawal may - insofar as the non-performance or improper performance is limited to a definable part of the performance - be limited to this part while otherwise maintaining the contract.
- 14.8. After exercising the right of withdrawal, we shall have the option to continue using the object of performance at our own risk in return for a reasonable usage fee until a replacement system is ready for operation.
- 14.9. If subsequent performance by the Contractor has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent

occurrence of disproportionate damage), no deadline need be set; we shall inform the Contractor of such circumstances without undue delay, if possible in advance. In such case, we retain a claim for damages.

- 14.10. Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, we shall be entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.

15. Liability, producer's liability, property rights of third parties

- 15.1. The Contractor shall indemnify us upon first request against any indirect claims of third parties asserted against us on the basis of poor performance by the Contractor. The Contractor shall have the right to prove that we were partly responsible or partly at fault.
- 15.2. If the Contractor is responsible for product damage, it shall be obliged to indemnify us upon first request against claims for damages by third parties, in particular product liability claims, insofar as the cause lies within its sphere of control and organization and it is itself liable in relation to third parties.
- 15.3. In this context, the Contractor shall also be obliged to reimburse any expenses pursuant to Article 742 or pursuant to Article 471 and subsequent of the Polish civil Code, in particular those arising from or in connection with a recall and/or warning action carried out by us. We shall inform the Contractor about the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give him the opportunity to comment. Other statutory claims shall remain unaffected.
- 15.4. The Contractor is obliged to maintain product liability insurance with coverage of at least EUR 5,000,000.00 per personal injury/property damage - lump sum. Proof of this and any change in insurance coverage shall be provided to us upon request. The Contractor hereby releases its insurer from its duty of confidentiality so that we are entitled to obtain information directly from the insurer. If we are entitled to further claims for damages, these shall remain unaffected.
- 15.5. The Contractor shall also be liable for ensuring that the goods, samples and brands supplied by it are free of third-party rights and that third-party property rights, in particular patents and copyrights, are not infringed and for ensuring that the goods supplied comply with all statutory regulations and official requirements, insofar as it was aware of the infringement or should have been aware of it as a specialist company. In the event of such culpable infringement of such rights or public law regulations, the Contractor shall indemnify us against all claims for damages by third parties. We shall be entitled, at the expense of the contractor, to

obtain from the owner of the industrial property rights the necessary permits for delivery, commissioning, use, resale of the delivery item, if the costs thereby incurred are considerably lower than the damage incurred by both parties in the event of reversal.

16. Limitation, inhibition

- 16.1. The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.
- 16.2. The Contractor warrants defect-free deliveries and services for a period of 3 years from acceptance, unless the statutory provisions of the law on contracts for work and services provide for longer periods. The statutory provisions on suspension of expiry, suspension and recommencement of the periods shall remain unaffected.
- 16.3. Upon receipt of our written notice of defect by the Contractor or, in the case of material defects, immediately upon discovery of the defect, the limitation period for material defect claims shall be suspended until the Contractor declares the defect to us in writing after examination of the notice of defect or finally refuses to continue with the remedy of the defect.

17. Secrecy, Provided Goods, Retention of Title

- 17.1. We reserve the property rights and copyrights to all technical and commercial documents, sketches, drawings, product descriptions, illustrations and other documents. Such documents shall be used exclusively for the contractual performance and shall be returned upon request after completion of the contract. With respect to third parties, the documents and other information provided to the Contractor, which can reasonably be classified as confidential, shall be kept strictly secret, shall not be disclosed to third parties and shall not be used for the Contractor's own competitive purposes, unless we expressly agree to this in writing.
- 17.2. The above provision shall apply mutatis mutandis to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items which we provide to the Contractor for production. Such items shall - as long as they are not processed - be stored separately at the contractor's expense and insured to a reasonable extent against destruction and loss. Processing, mixing and combination (further processing) of provided items by the contractor shall be carried out for us.
- 17.3. The confidentiality obligations shall not apply if the Contractor obtains the confidential information from a third party without violating this Agreement, provided that the third party in each case lawfully comes into possession of the information and/or if it is obliged to

disclose the confidential information by law and/or because of a court or official order. In such cases, the Contractor shall inform us in good time prior to the disclosure, to the extent legally permissible and possible, so that we can prevent the disclosure by taking legal measures.

- 17.4. Any extended and expanded retention of title by the Contractor is excluded.

18. References, photos

- 18.1. The Contractor is prohibited from disclosing the business relationship with us or from naming us as a reference unless prior written consent to do so has been obtained.
- 18.2. Taking photographs on properties or construction sites of the Client or the Recipient of Services as well as related publications of any kind are prohibited without the prior written consent of the Client.

19. Termination, Withdrawal, Special Cancellations

- 19.1. The contract may be terminated at any time until completion of the contractual services without giving reasons in accordance with the statutory provisions of Article 631 of the Polish Civil Code.
- 19.2. If, however, the contract is terminated for good cause for which the Contractor is responsible, insofar as no rescission takes place, the Contractor shall only receive that part of the remuneration which corresponds to the share of the part of the performance rendered to date and usable for the Client, measured against the total performance. In this case, the Contractor shall have no further claim to remuneration. The Contractor shall be liable to the Client for compensation for the damage incurred by the Client as a result of the termination, including any consequential damage.
- 19.3. The Client may at any time suspend the contract in whole or in part, for a certain period of time, or revive the suspended contract by means of a corresponding declaration, provided that the Contractor does not suffer any significant disadvantages as a result.
- 19.4. If the Contractor is responsible for the reason for termination, the Customer may carry out the part of the scope of performance and/or delivery not yet completed itself or have it carried out by third parties at the Contractor's expense. This shall also apply in the event of insolvency proceedings. Further claims and rights of the Client shall remain unaffected.
- 19.5. In addition to the rights to withdraw from the contract set out in these GTCM, we may also withdraw from the contract or terminate the contract extraordinarily if (preliminary) Contractor is taking steps to prepare for

the opening of bankruptcy or restructuring proceedings or there is a justified threat of opening of such proceedings against the Contractor or if the Contractor suspends its payments not only temporarily. The same shall apply if reasons arise which prevent the Contractor from executing the delivery (e.g. by injunction of a court or by order of a public authority) and these reasons continue uninterruptedly for a period of more than 2 months as well as if an inadmissible competition agreement or acts of corruption concerning us become known.

20. Social responsibility, environmental protection and data protection

- 20.1. We have joined the [ZVEI-VDMA Code of Conduct](#), which can be viewed on the website of the ZVEI (German Electrical and Electronic Manufacturers' Association), and expect the contractor to comply with these regulations, which are based on internationally established standards. TRILUX strives to enforce the principles throughout the entire value chain, as far as its sphere of influence extends, and has written down its expectations of its contractors in the [TRILUX Supplier Code](#). The Contractor shall therefore make all appropriate and reasonable efforts to promote compliance and sustainability throughout the supply chain, in particular to continuously implement and apply the principles and values set out in the ZVEI-VDMA Code of Conduct, TRILUX Supplier Code or in an equivalent code of conduct of its own.
- 20.2. Upon request, we shall be informed about the essential measures within the framework of reciprocity and, if possible, a review shall be made possible within the framework of audits, so that it becomes comprehensible how their compliance is fundamentally ensured. This does not entitle us to pass on company and business secrets, information relating to competition or information worthy of protection.
- 20.3. When providing the contractual services, the Contractor shall strictly observe the statutory and official regulations on environmental protection. In particular, when using materials and substances that are likely to contaminate the soil or water or otherwise adversely affect them, the Contractor shall take precautions against leakage, etc. The Contractor shall also take back packaging. Furthermore, he is obliged to take back packaging.
- 20.4. The Contractor consents to the processing of its data as required for business purposes..

21. Changes in performance, change request

- 21.1. The Customer may request changes and additions to the performance at any time up to the time of acceptance if these are technically feasible and

reasonable for the Contractor. The Contractor shall examine requests for changes without culpable hesitation and notify the Customer of the result together with any resulting costs and postponements of the contract dates in the form of a binding offer.

- 21.2. The Client shall examine the offer without culpable hesitation. If the Client accepts the offer, the changes shall become part of the contract. The Contractor shall adapt all work results, including the documentation, to the changes. If the Customer does not accept the offer, the contracting parties shall continue the work unchanged.
- 21.3. The Contractor shall continue the contractual services as scheduled during an ongoing service change procedure, unless the Customer instructs it in writing that the work is to be discontinued or restricted until a decision is made on the service change. If services are to be rendered or actions are to be performed prior to the conclusion of the service change procedure which would no longer be usable due to the service changes, the Contractor shall notify the Customer thereof in writing without undue delay.

22. Applicable law, place of jurisdiction, final provisions

- 22.1. The law of the ordering TRILUX Company shall apply to all legal relationships between us and the Contractor; the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 22.2. To the exclusion of other places of jurisdiction, the place of jurisdiction for all disputes arising from the legal relationship with the Contractor the place of TRILUX Company. The TRILUX Company may additionally sue at its own headquarters.
- 22.3. These GTCM shall remain valid even if individual clauses should prove to be invalid. The invalid clause shall be supplemented or reinterpreted by the parties in such a way that the economic purpose intended by the invalid provision is achieved as far as possible. The same procedure shall be followed if a gap requiring supplementation arises during the performance of the contractual relationship. If the invalidity is based on a performance or time provision, the legally permissible measure shall take its place.
- 22.4. Should any provision of these GTCM or of the contract be invalid with regard to mandatory foreign law, the Contractor shall, upon request, agree with us on such contractual supplements and make such declarations to third parties or authorities as will ensure the validity of the provision concerned and, if this is not possible, its economic content also under the foreign law.

*I have read the GTCM and agree to the regulations:
Contractor: _____*