

General Terms and Conditions of Purchase of N3 Engine Overhaul Services GmbH & Co.KG (N3)

1. General/Scope of Application

1.1 These General Terms and Conditions of Purchase govern all fundamental legal relationships between N3 and its business partners and suppliers (hereinafter: Contractor/Seller ("Contractor")) for all ordered deliveries and services (hereinafter: "Orders"). They may be supplemented by additional agreements in the individual orders. Amendments and supplements must be made in writing to be effective. Deviating, supplementary or conflicting general terms and conditions of the business partner or supplier shall only apply if they have been expressly recognised in writing (written and text form) in the individual case. This shall apply in particular if reference is made to other GTC within the scope of the order confirmation and these are not expressly contradicted.

1.2 N3 operates in the aviation industry. It is deemed to be agreed that for this reason increased requirements are placed on the quality of the goods and services to be delivered and in particular that the specifications are to be strictly adhered to. Any deviation from the specification shall be considered a significant defect. Furthermore, even short delays in delivery may cause extraordinarily high damages to N3 and/or its customers.

2. Order, Prices and Order Confirmation

2.1 N3 may revoke its orders until receipt of the written order confirmation of the contractor.

2.2 Deviating order confirmations shall only bind N3 if the deviation has been agreed to in writing. The written order shall be made as a purchase order (or "Purchase Order") and shall imperatively contain a purchase order number (or "Purchase Order Number"). All communications between the parties must include the Purchase Order Number or the Contract Number.

Silence shall not be deemed to be consent and acceptance of deliveries and services or payments therefor shall not be deemed to be a substitute for acceptance.

2.3 Unless otherwise expressly agreed, the prices stated in the respective orders shall be deemed to be fixed prices exclusive of any statutory value added tax and inclusive of all costs incurred. Subsequent claims in excess of the fixed price are excluded. In the case of pricing ex works or ex sales warehouse of the supplier, shipment shall be effected at the lowest costs in each case, insofar as N3 has not prescribed a certain mode of transport. Additional costs due to a shipping instruction not being adhered to shall be borne by the supplier.

2.4 The contractor shall provide information on the status of the order to be fulfilled at any time and within 24 hours upon request by N3.

3. Delivery and performance, default

3.1 Unless otherwise agreed, the place of performance for all deliveries and services shall be the registered office of N3 in Arnstadt. The delivery and service shall regularly also include instruction in the use/application and documentation in written and electronic form. The transport of the goods to be delivered shall be at the risk of the contractor. It shall be incumbent upon him to arrange for insurance. 3.2.

3.2 Delivery dates and information on the time of performance are an integral part of the contract and therefore binding. Decisive for the compliance with the delivery date or the

delivery period shall be the receipt at N3. If the contractual performance consists of the production, installation or assembly of a work, the final acceptance of the latter shall be decisive. The supplier shall inform N3 immediately of foreseeable delays in the delivery.

Early deliveries or partial deliveries are only permissible after prior consultation with N3. Insofar as extensions of time are required by law or granted by N3, these shall be reasonable even in the case of a short period of time, which can be 48 hours in individual cases.

3.3 In the case of continuing business relations, N3 shall have the right to carry out quality audits at the contractor's premises - if necessary also with representatives of the competent aviation authorities - at any time, but especially in the case of detected defects in deliveries. The contractor undertakes to grant N3 the necessary support in this respect as well as access to relevant documents, production and other operating sites as well as business premises. Quality assurance measures requested by N3 after the audit shall be carried out by the contractor at the contractor's expense. If the contractor refuses to carry out the audit without this contradicting his justified interests, or if he refuses to eliminate complaints, the contractor shall be obliged to compensate N3 for the resulting damage. Furthermore, N3 shall be entitled to withdraw from the contract and to demand compensation instead of the service, after setting a deadline, unless the contractor is not responsible for the breach of duty.

3.4 The contractor shall inform N3 without delay about quality-influencing changes, in particular in the organisation, the location or in the production/manufacturing during an order processing or in the case of ongoing business relations. If such quality-influencing changes have an effect on individual or several items of the contractually agreed specification of an order, the contractor shall point this out separately and without delay with a precise description of the affected items. If the contractor violates this obligation or if the quality-influencing changes lead to a deviation from the contractually agreed specification, N3 shall be entitled to the legal claims.

The contractor shall inform N3 immediately of any business-related changes (e.g. change of name), which have an influence on the order processing or the ongoing business relations.

3.5 Delivery notes shall be attached to the outside of the packaging and must state the order number, the article designation (incl. OMAT number) and part number, the delivery quantities as well as any certificates/documents supplied, as well as references to any partial deliveries. Deliveries belonging together must be marked as such. Goods which do not originate from the territory of the European Community shall be marked as such and provided with the correct HS code. If the delivery note is missing or incomplete, N3 shall have the right to refuse acceptance and shall not be responsible for the resulting delays in processing and payment.

3.6 N3 shall inspect the delivered items for visible defects within two weeks after acceptance. N3 shall immediately notify the contractor in writing of defects of the delivery, as soon as they are detected according to the circumstances of a proper course of business. In this respect, the contractor waives the objection of delayed notification of defects.

3.7 The issuing of receipts and any payments made by N3 shall not mean the waiver of possible claims or rights. All warranty claims shall remain intact.

3.8 The contractor shall not be authorised to perform or have performed the deliveries and services within the scope of the contractual relationship with N3 by third parties, unless N3 has agreed to this in writing in advance. In the latter case, the contractor warrants that the subcontractor accepts all terms and conditions set forth herein or in the order and assumes the same obligations and responsibilities as the contractor with respect to the part of the order that is performed by the subcontractor. In the event that the subcontractor culpably fails

to comply with all or part of these obligations, the contractor shall be fully liable to N3 for the said obligations.

3.9 If materials are replaced during the execution of the order, this shall be notified to N3 in writing without delay. The replaced materials shall be kept for 30 days after completion of the order. If N3 does not demand the return within this period, the contractor shall destroy the old parts at his own expense and prove the destruction to N3. Any other utilisation of any kind shall be excluded in any case. As far as necessary, the currently valid requirements of the aviation industry for the destruction shall be taken into account.

3.10. Insofar as N3 has provided the contractor with planning documents or other documents, the contractor shall check these without delay and point out possible conflicts or recognisable deficits. If the contractor cannot or does not want to fulfil the order according to the planning documents or other documents provided, N3 shall be entitled to withdraw from the contract. If the planning documents or other documents have been made available to the contractor only after the order has been placed and if the contractor has already incurred expenses due to the order, N3 shall reimburse these against proof. Claims for damages of the contractor against N3 shall be excluded in these cases, unless N3 has acted intentionally or grossly negligent.

3.11. The acceptance of the work or the confirmation of the functionality by means of functional tests shall exclusively take place by means of a written declaration on the part of N3. Such a declaration by N3 shall only be legally effective if it is signed by two employees of N3. The unconditional acceptance of the work shall not lead to the loss of warranty or other rights as well as contractual penalty claims of N3. N3 shall be entitled to assert a possibly forfeited contractual penalty despite acceptance until the final payment.

4. Transport, Delay, Transfer of Risk, Retention of Title

4.1. The supplier shall be responsible for the proper packaging, taking into account the respective type of shipment, and shall be obliged to provide evidence. Unless otherwise agreed, the supplier is obliged to take back and properly dispose of the packaging at its own expense. The place of performance for taking back the packaging is the place of handover of the goods.

4.2 The contractor shall notify N3 immediately and in writing of any delays in delivery after becoming aware of them, stating the order number (or order number), the order date as well as the expected delivery date. The notification shall not justify any extensions of the agreed performance time. These shall require an express written declaration by N3.

4.3 In order to avoid a delay in delivery and, if necessary, to comply with a grace period set by N3, the contractor shall be obliged to take additional measures for the fulfilment of the order, such as, for example, assigning additional personnel and ordering overtime. The contractor shall immediately inform N3 in writing about the measures. The costs arising from this shall be borne by the contractor alone. 4.4.

4.4 In the event of a delay on the part of the supplier, N3 shall be entitled to the statutory rights in full.

If the supplier is in default with the adherence to the contractually agreed delivery date, he shall be obliged to pay N3 a contractual penalty in the amount of 0.15 per cent of the net order sum for each working day by which the deadline is culpably exceeded, but not more than 5.0 per cent of the net order sum. The assertion of further damages by N3 is not excluded, the forfeited contractual penalty shall be credited against the further damages of N3. N3 reserves the right to assert the contractual penalty up to the final payment.

4.5 In the case of contracts for work and services, an acceptance is required. The acceptance of the work shall take place exclusively through a written declaration on the part of N3. Such a declaration by N3 shall only be legally effective if it is signed by two employees of N3. The unconditional acceptance of the work shall not lead to the loss of warranty or other rights as well as contractual penalty claims of N3. N3 shall be entitled to assert a possibly forfeited contractual penalty despite acceptance until the final payment. With the delivery or the acceptance, the ordered goods or works shall directly become the property of N3.

4.6 The legal regulations shall apply to the transfer of risk. For all materials and documentations which N3 delivers and/or transmits to the contractor free of charge or which have been paid in full by N3 or which N3 makes available or lends to the contractor free of charge for the execution of the order, the contractor shall bear the risk of loss, accidental destruction or accidental damage as of the transfer of possession to him. Such materials shall remain the property of N3 and the contractor shall be obliged to store these items separately from his own items and marked as "Property of N3 Engine Overhaul Services GmbH & Co.KG" at any time and free of charge as well as to ensure that they cannot be seized.

Insofar as the contractor processes or transforms the materials/substances provided, N3 shall receive the (co-)ownership of these newly created items directly and in accordance with the value of the provision.

After completion of the order, the contractor shall properly store these items for N3 or deliver them to N3 upon request.

4.7 Upon delivery, acceptance or handover, N3 shall acquire unrestricted ownership of the deliveries and services. Simple and extended retention of title of the contractor shall be excluded.

4.8 The supplier shall grant N3 exclusive, freely transferable, temporally and spatially unrestricted rights of use to all copyrightable performances for all known types of exploitation. No further consent on the part of the supplier shall be required for the complete or partial exercise of the rights, even at a later date.

4.9 All deliveries and services must comply with the statutory provisions, in particular the aeronautical and other safety regulations as well as environmental protection regulations, including the Ordinance on Hazardous Substances. Relevant certificates, test certificates and other evidence shall be supplied free of charge. The Contractor shall be obliged to determine and comply with the current status of the laws and directives applicable to the goods and services to be delivered. Prohibited substances may not be used for deliveries of goods to N3. Avoidance and hazardous substances according to the applicable laws and directives shall be indicated on the contractor's specifications or their use shall be notified to N3 in writing. As far as applicable, the safety data sheets shall already be supplied with the offer of the contractor as well as with the respective first delivery of N3 with the delivery note, at least in German and English. In any case, the contractor shall inform N3 in writing, without being requested to do so, about the exceeding of substance restrictions and the delivery of prohibited substances immediately after having become aware of them.

5. Warranty and liability, rights of third parties

5.1. The contractor guarantees in particular that

- exclusively the materials named in the order or otherwise agreed upon shall be used and that the specification and the dimensional and quantitative data provided by N3 according to

the order shall be observed. Deviations shall only be permitted with the prior written consent of N3;

- certificates, documents as well as other documents specified in the order, which are necessary for the use of the delivery for the contractual purpose or whose necessity results from the contractual purpose of use of the delivery, are also delivered. Furthermore, he guarantees that material certificates to be supplied comply with the applicable aviation regulations and the requirements specified by N3;

- the delivered or manufactured goods, services or works comply with the legal provisions of the Federal Republic of Germany and national, international aviation safety regulations, the recognised rules of technology (e.g. CE conformity), recognised other safety regulations, as well as other relevant accident prevention, occupational health and safety or environmental protection regulations, including the Ordinance on Hazardous Substances;

- relevant provisions for material relevant to flight safety are complied with when transporting Supplies. In particular, the Contractor shall comply with the provisions of ADR, GGVSEB, ATA 300, IATA-DGR, ICAO-TI, IMDG Code and RID for the shipment of such goods;

- the delivered goods do not infringe any industrial property rights and are not encumbered with third party rights. If the contractor obtains knowledge of conflicting industrial property rights or that the delivered goods are encumbered with rights of third parties, he shall inform N3 immediately. The contractor shall be obliged to indemnify N3 against all claims of third parties, which they assert against N3 due to infringement of industrial property rights or other rights of third parties to the delivered goods on the basis of the delivery or service of the contractor, insofar as the contractor knew or should have known of the conflicting industrial property rights or other rights of third parties to the delivered goods. This indemnification obligation shall extend in particular to all costs incurred by N3 for the necessary legal defence as well as to compensation payments to be made by the latter. N3 shall be entitled to demand reasonable security from the contractor in the event of a claim by a third party up to the amount of the expected damage. Further legal claims shall remain unaffected.

5.2 Unless otherwise agreed, the statutory warranty provisions shall apply with the following provisos: The warranty period begins with the transfer of risk (delivery or acceptance). If the deliveries of the supplier represent subcontracted services of N3 towards third parties, the warranty period shall begin with the delivery to or acceptance by the customer of N3.

5.3 The warranty period shall be extended by the time during which the defective delivery or service cannot be used as intended.

5.4 If there is a right to choose between different forms of subsequent performance within the scope of the warranty, N3 shall have this right to choose.

5.5 In urgent cases (in particular in case of danger to the operational safety or in order to avoid extraordinarily high damages), for the elimination of minor defects as well as in case of delay of the contractor with the elimination of defects, N3 shall be entitled, after prior information of the contractor and expiry of a short grace period appropriate to the situation, to eliminate the defect and any damages caused thereby itself at the expense of the contractor or to have them eliminated by third parties. This shall also apply if the contractor delivers or performs late and N3 has to remedy defects immediately in order to avoid its own delay in delivery. Express reference is made to clauses 1.2. and 3.2.

5.6 The supplier shall be liable according to the statutory provisions. In particular, he shall be liable for all damages, including consequential damages, incurred by N3 due to a delivery or service of the supplier that does not comply with the contract, unless the supplier proves that he is not responsible for these damages.

5.7 The supplier shall comply with the recognised rules of technology, the recognised safety regulations as well as the relevant accident prevention, environmental and occupational health and safety regulations for its deliveries and services. If these regulations are not observed, the order shall be deemed not to have been properly fulfilled. DLH may claim any damages resulting therefrom from the supplier.

5.8 The contractor shall be obliged to take out an appropriate business liability insurance within the scope of his activities for N3. This shall be proven to N3 upon request - even after fulfilment of the contract. If such insurance has not been taken out, N3 shall be entitled to request the contractor to take out and provide proof of such insurance by setting a deadline. If this does not happen within the set deadline, N3 shall be entitled to withdraw from the contract, to demand damages instead of performance or damages in addition to performance. Irrespective of this, N3 shall be entitled to demand a contractual penalty of 5% of the order volume from the contractor in these cases, if the contractor does not provide the proof within a reasonable period of time set by N3. The contractual penalty shall be offset against further claims for damages, if applicable.

5.9 In the case of contracts for work and services and contracts for work and materials, N3 shall be entitled to make a security retention of 10 % of the gross order amount for the duration of the warranty period, unless the contractor provides security by furnishing an absolute and otherwise irrevocable guarantee of a major German bank or savings bank. The guarantee must be valid until the end of the warranty period. The supplier is liable for ensuring that the services provided are free of third-party rights, unless he is not responsible for the infringement of rights.

5.10. In the case of infringement according to 5.5, the supplier shall indemnify N3 upon first written request from all liabilities that arise because a service is encumbered with alleged rights of third parties, in particular with rights of industrial property protection. The same shall apply in the case of foreign industrial property rights, which the supplier knew about or did not know about due to gross negligence.

5.11. N3 shall immediately inform the supplier of the assertion of such claims directed against it. The supplier shall support N3 appropriately in the defence against these claims and shall bear any costs incurred, in particular litigation and lawyer's fees. Insofar as N3 reserves the right to defence or defence measures for legal reasons, N3 shall be entitled to an advance payment in the amount of the estimated defence costs.

5.12. If the use of the services rendered by the supplier is prohibited by a court decision or if, in the opinion of a party, a lawsuit for infringement of property rights is imminent, the supplier shall provide remedy, unless he is not responsible for the infringement. This remedy may consist of the supplier procuring the disputed rights for N3 or changing or newly providing its contractual services in such a way that no property rights are infringed any more. If a remedy fails or remains unsuccessful, N3 shall be entitled to withdraw from the contract.

6. Invoices, payments, set-off, retention

6.1. The content of an invoice must comply with the applicable legal requirements. A separate invoice shall be issued for each order. The invoice currency must correspond to the order currency. Invoices shall be issued stating the order number, item, date and quantity with unit and item price per the invoice address stated in the order. In case of a partial delivery approved by N3, the invoice must contain a corresponding note. Any agreed down payments and services to be charged against down payments shall be marked accordingly in the invoice. In case of non-inclusion, N3 reserves the right to reject the invoice.

6.2 Invoices shall generally be issued within 14 days after performance and acceptance or release of the delivery by N3. Incorrect invoices shall be considered invalid and shall not constitute a due date.

6.3 Payments shall be made after 14 days with a discount of three (3) per cent or after 30 days without discount. These periods shall begin to run as soon as the delivery or service has been completely rendered and the duly issued invoice has been received by N3, at the earliest, however, with the expiry of the specified date of performance. Cash discount deduction shall also be permissible if N3 offsets or withholds payments in an appropriate amount due to defects. The periods shall then begin to run after complete elimination of the defects. If the contractor performs before a certain performance time, this shall not lead to the maturity of a claim before the expiry of 30 days after this certain performance time. Partial invoices shall also only become due after complete fulfilment of the order, unless expressly agreed otherwise in writing. The time of all payments by N3 shall be the day on which the executing bank has received the transfer order from N3.

6.4 The supplier shall only be entitled to set off undisputed or legally established claims against N3.

6.5 The assignment of claims of the contractor against N3 shall be excluded.

7. right of withdrawal

7.1. N3 reserves the right to cancel the order completely or in parts at any time in writing, whereupon the work on the order shall be stopped. N3 shall adequately remunerate the contractor for the services rendered until receipt of the notice of cancellation and the contractor shall support N3 in determining the scope of the work performed. Further claims arising from the cancellation of the order shall be settled with the remuneration for the services rendered. The sum to be paid under this paragraph 7.1. shall in no case exceed the total amount that would have been due if the contractor had fulfilled the order in full. In case of a cancellation, the contractor shall assert his claims for compensation in writing no later than two (2) months after the cancellation.

7.2 N3 shall inform the contractor whether the partially or fully completed goods or work shall be sent to N3 or shall remain with the contractor until further notice.

7.3 N3 may withdraw from the order without liability in the event of liquidation of the business, foreclosure of or filing for insolvency proceedings against the contractor's assets, as well as in the event of a material breach of the contractor's obligations under these terms and conditions or the order, unless the contractor provides full remedy within fourteen (14) days after written notification of this material breach of contract (there shall be no notification period for the breach of delivery terms).

7.4 If the contractor again provides essentially the same or similar deliveries and services to N3 in a defective or delayed manner even after a written warning (repeated default of performance), N3 shall be entitled to immediately withdraw from the contract. In the case of repeated defaults, the right of withdrawal shall also extend to such deliveries and services, which the contractor is still obliged to render to N3 in the future from the disturbed or other contractual relationships. 8.

8. Confidentiality obligations, data protection

8.1 All contractual and personal data (whether in written, oral or other form) shall be subject to confidentiality, even if they are not marked accordingly. The supplier undertakes to treat such data as confidential unless it is in any case generally accessible or expressly intended

for publication or is subsequently lawfully acquired from third parties without breach of contract. Any disclosure of confidential information to third parties shall require the consent of N3. N3 shall be entitled to pass on confidential information to companies affiliated with it within the meaning of § 15 of the German Stock Corporation Act (AktG).

8.2 The legal and company regulations concerning data protection shall be observed. The supplier shall obligate the employees and vicarious agents who come into contact with the contractually owed performance accordingly and hand over the transcript of this obligation to N3 upon request. With regard to the personal data provided, the relevant legal provisions shall apply. Should additional requirements of applicable legal or operational provisions make additional protective measures necessary, the contractual parties shall also ensure compliance with such protective measures. Insofar as a processing or use of personal data takes place on behalf of the contractor, a data protection agreement according to the provisions of the General Data Protection Regulation (DSGVO) must be concluded without delay.

The contractor shall indemnify N3 against losses, costs, expenses, damages, liabilities, claims, demands, actions or proceedings which may arise from the breach of this paragraph 8.2.

8.3 The supplier undertakes to maintain confidentiality about the data that has become known, even after the end of the contractual relationship. The supplier undertakes to return all data and documents to N3 after the termination of this contract or - if N3 so desires - to destroy them.

9. technical documents, industrial property rights

9.1 Plans, drawings and other documents made available shall remain the property of DLH. They shall be returned immediately and without request after completion of the order. The Contractor may only use the aforementioned items for the execution of the order and may not hand them over or otherwise make them accessible to unauthorised third parties. Duplication of the said items is only permitted to the extent that it is necessary for the execution of the order.

9.2 If the work or manufacture of products includes research and development, which is fully or partially financed by N3, all rights to the results shall be transferred to N3 upon payment of the remuneration. The contractor shall keep the objects mentioned in clause 9.1 sentence 1 for N3 free of charge. N3 may at any time acquire the rights of the contractor with regard to the object under reimbursement of not yet amortised expenses and demand the return of the object.

9.3 The contractor shall be obliged to care for and maintain the aforementioned items free of charge and to repair normal wear and tear.

10. Import and foreign trade regulations, customs

10.1 In the case of deliveries and services from a country outside Germany that is a member of the EU, the Contractor must provide its EU VAT identification number.

10.2 Imported goods shall be delivered duty unpaid with the T1 document and stating the 8-digit Combined Nomenclature as amended (European customs tariff number, HS Code). The Contractor shall be obliged to provide any declarations and information required under Regulation (EC) No. 1207/2001 at its own expense, to permit inspections by the customs authorities and to provide any official confirmations required. The Contractor shall also be obliged to attach all required documents to the import documents in order to be able to use customs preferences. The Contractor is obliged to provide all documents and confirmations required for the legally compliant import of the goods. 10.3 The Contractor is obliged to

provide all documents and confirmations required for the legally compliant import of the goods.

10.3 The contractor shall be obliged to comply with the German, European and US-American export and customs regulations as well as export and customs regulations of the country of origin of the goods and services in every respect. The contractor shall inform N3 comprehensively and in writing about any licensing obligations in case of (re-)exports according to German, European and US-American export and customs regulations as well as export and customs regulations of the country of origin of the goods and services, in particular about the classification of its goods according to the EC Dual-Use Regulation or US-American Commerce Control List (CCL) in the respective valid version.

10.4 For all deliveries and services, the INCOTERMS terms of the International Chamber of Commerce shall apply in the version valid at the time of the conclusion of the contract, currently the INCOTERMS 2020.

10.5 N3 shall be entitled to withhold services or to withdraw from the contract if the supplier violates an obligation from the above paragraphs or if there are sufficient suspicions of non-compliance or own doubts of the supplier. In the event of a culpable breach of the requirements from the above paragraphs, the supplier shall not be reimbursed for any costs.

11. Delivery of software

For the delivery of software, N3 shall be granted the exclusive, temporally and spatially unlimited licence with the right to sublicense.

12. Integrity

The supplier undertakes to observe the legal regulations for the fight against corruption. In particular, he assures that he does not offer, promise or grant any inadmissible advantages to employees of N3 or persons close to them. The same prohibition shall apply to employees of the supplier, vicarious agents and other third parties who act according to the instructions of the supplier. 13.

13. human rights and environmental obligations in accordance with the UN Global Compact and the Supply Chain Sourcing Obligations Act ("LkSG"), ILO basic principles

13.1 The Supplier undertakes to comply with the ten principles of the UN Global Compact, the five fundamental principles of the International Labour Organisation (ILO) and the following prohibitions and requirements:

Prohibition of child labour; Prohibition of forced labour and all forms of slavery, exploitation, humiliation and abuse; Prohibition of disregard for occupational health and safety and protection against work-related health hazards; Prohibition of disregard for freedom of association and collective bargaining; Prohibition of unequal treatment in employment; Prohibition of withholding a fair wage; Prohibition of destruction of natural resources through environmental pollution; Prohibition of the unlawful infringement of land rights; prohibition of the commission or use of private or public security forces which, due to a lack of instruction or control, may lead to injury to life and limb; prohibition of any act or omission in breach of duty going beyond the foregoing which is directly likely to impair in a particularly serious manner a protected legal position within the meaning of section 2 (2). 13.2 The Supplier undertakes to comply with the following provisions: prohibition of any action or omission in

breach of duty which goes beyond the above and which is directly capable of impairing in a particularly serious manner a protected legal position within the meaning of § 2 para. 1 LkSG and the unlawfulness of which is obvious upon a reasonable assessment of all the circumstances in question; prohibition of the production, use and/or disposal of mercury pursuant to the Minamata Convention; prohibition of the production and/or use of substances within the scope of the Stockholm Convention (persistent organic pollutants - POPs) as well as the non-environmentally sound handling of waste containing POPs; prohibition of the import or export of hazardous waste within the meaning of the Basel Convention.

13.2 The supplier undertakes to ensure human rights or environment-related training of such employees who are responsible for the minimisation of the relevant risks with him or are exposed to them. N3 may require the supplier to provide evidence of the implementation of and participation in relevant training or to ensure that the relevant employees of the supplier participate in any relevant training offered by N3.

If N3 requests information from the supplier in the context of its risk analyses to be carried out in accordance with the LkSG in order to identify or assess human rights or environmental risks, the supplier shall provide N3 with the necessary information to a sufficient extent, insofar as applicable law or contractual agreements permit this.

The supplier agrees that N3 may transfer relevant information about the contractual relationship with the supplier to a service provider specialised in risk analysis for the purpose of the risk analysis and have it processed there on its own behalf.

13.4 If the supplier discovers or otherwise becomes aware of a potential violation of human rights or environmental obligations in relation to the provision of services to N3 in its own business operations, it is obliged to inform N3 about this and the measures it has taken as a result.

13.5 The supplier shall cooperate with N3 and support N3 to the best of its ability in the measures required by the LkSG with regard to the termination, avoidance and minimisation of risks and violations related to human rights and the environment, in particular in the implementation of required preventive and remedial measures.

13.6 The supplier undertakes, upon request by N3, to inform its employees about the possibility of using N3's complaints procedure. Information on the complaints procedure as well as access to it are available on our homepage at <https://www.n3eos.com/unternehmen/compliance>.

13.7 Once a year or on an ad hoc basis, N3 shall be entitled to conduct an audit at the Supplier's premises and operations to identify or assess human rights and environmental risks or violations in its supply chain and to determine whether the Supplier is complying with its obligations under this Clause 13 ("Audit"), whereby N3 may have the Audit conducted by a third party during the Supplier's regular business hours who is contractually or professionally bound to objectivity and confidentiality. N3 shall announce the audit to the supplier in writing with a notice period of two weeks in advance. The supplier shall be entitled to take appropriate measures to protect its trade and business secrets and to protect personal data, in particular customer data. The supplier shall bear the costs of the audit unless it proves that a human rights or environment-related risk or a violation of human rights or environment-related obligations does not exist.

13.8 The supplier assures to comply with the expectations of N3 as expressed in its Code of Conduct (<https://www.n3eos.com/unternehmen/compliance>).

13.9 The supplier further undertakes to make best efforts to pass on the obligations of this clause 13 to its suppliers.

13.10. If N3 determines that the supplier violates one of the obligations listed in clauses 12 to 13.9, N3 reserves the right to temporarily suspend the contract concluded with this supplier or - if necessary also extraordinarily - to terminate it for good cause.

13.11 Subject to change: The obligations to be complied with by the supplier according to this clause 13 can be adjusted at any time depending on the results of the risk analyses continuously carried out by N3. The supplier shall be informed by N3 one (1) month prior to the coming into effect of a possible adjustment and shall have the possibility to object to this within two (2) weeks from the date of knowledge, to which N3 shall again separately point out to the supplier in the individual case.

14. Jurisdiction, Applicable Law

14.1 The contractual relationship between the supplier and DLH shall be governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws provisions. The contractual language shall be German. If other languages are used, the German wording shall prevail.
14.2.

14.2 The exclusive place of jurisdiction for all disputes, including disputes arising out of or in connection with the contractual relationship, its formation, effectiveness or termination, shall be Arnstadt, Federal Republic of Germany.

Status: August 2023