

## TERMS AND CONDITIONS OF THE ROSEN GROUP FOR PURCHASE

Unless otherwise agreed upon, Contracts with ROSEN shall be concluded subject to the following provisions. The provisions shall apply in particular to Contracts for the purchase and/or delivery of Goods and Services, irrespective of whether the Supplier manufactures the Goods itself or purchases them from third parties. Unless otherwise agreed, the Terms and in effect at the time of ROSEN's Order shall apply. These Terms and Conditions shall apply exclusively. Any conflicting, additional supplementary or deviating terms and conditions of the Supplier shall not be binding on ROSEN. In the event that the clauses and/or content of the Contract between Supplier and ROSEN conflict with these Terms and Conditions, the contractual provisions shall have precedence over these Terms and Conditions.

### 1 DEFINITIONS

In the Contract Documents, the following words and expressions when capitalized shall have the meanings hereby assigned to them, except where the context requires otherwise. All personal pronouns used herein and in the Contract Documents, whether used in the masculine, feminine, or neuter gender, will include all other genders; the singular will include the plural, and vice versa. Titles and headings used herein are intended for convenience and easier reference only and shall not be considered in interpreting thereof.

**1.1 Affiliate** shall mean, with respect to any Party, any other Person which is affiliated with such Party, and for the purposes hereof:

- (i) two Persons will be considered to be affiliated with one another if one of them controls the other, or if both of them are controlled by a common third party, and
- (ii) one Person will be considered to control another Person if it has the power to direct or cause the direction of the management and policies of the other Person, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by virtue of the ownership of shares or other equity interests, the holding of voting rights or contractual rights, or otherwise.

**1.2 Amendments** shall mean any permitted amendment to any of the Contract Documents

**1.3 Approval** shall mean the written acceptance/confirmation of contractual modifications in the Contract Documents.

**1.4 Contract** shall mean the entire integrated agreement between the Supplier and ROSEN, as evidenced by the Contract Documents.

**1.5 Contract Documents** shall mean any agreed documents, including but not limited the Offer, ROSEN's Order with all appendices, these Terms and Conditions of Purchase, as well as any written modifications.

In the event of any conflict between any of the Contract Documents, the Contract Documents shall take precedence in the following order:

- ROSEN's Order including any annexes and individual agreements
- order confirmation
- Offer
- these Terms and Conditions
- Supplier's terms and conditions

**1.6 Goods** shall mean any physical items that are sold under these Terms and Conditions as well as software.

**1.7 Delivery** shall mean the duty of the Supplier to deliver the Goods and the duty of ROSEN to accept and pay for them in accordance with the terms of the Contract Documents. In the case of Services, delivery shall mean the supply of a Service.

**1.8 Offer** shall mean all documents of the Supplier, which are disclosed to the ROSEN Group, and all documents, which are transferred regarding a request for an Order. Documents are all written and electronic information like data files, graphics and relevant papers.

**1.9 Order / Purchase Order** shall mean a document provided by ROSEN authorizing a Supplier to deliver Goods with payment to be made at a later date.

**1.10 Party / Parties** shall mean ROSEN and/or Supplier individually and collectively.

**1.11 Person** means any individual, corporation, partnership, governmental body, association or unincorporated organization.

**1.12 ROSEN** shall mean the respective ROSEN entity, which accepts the Offer and/or signs the Contract with Supplier.

**1.13 Services** shall mean the services to be rendered by the Supplier in accordance with the Order.

**1.14 Subcontractor** shall mean a third party (supplier, sub-supplier, manufacturer, include legal representatives and successors) who has entered into an agreement with the Supplier for the supply of goods in connection with the Contract.

**1.15 Supplier** shall mean the person or company that manufactures and supplies goods or services and is engaged by ROSEN and shall include Suppliers legal representatives, successors, agents and assignees.

**1.16 Terms and Conditions** shall mean these Terms and Conditions for Purchase of the ROSEN Group.

### 2 OFFER / ORDER

**2.1** The Supplier's Offer shall be valid for thirty (30) calendar days. The Offer shall be non-binding and free of charge for ROSEN.

**2.2** Only written Orders from ROSEN are valid. All Contracts, Orders, Proposals, and order confirmations as well as any changes and Amendments thereto and any other communication shall be in writing (e-mail, PDF, fax, etc.). Legally required written form requirements remain unaffected. The Supplier shall contain in all documents the order number and the order date. Delivery and invoice address may differ.

**2.3** The Supplier shall confirm Orders in writing within ten (10) calendar days. If no confirmation is received within this period, ROSEN shall be entitled to revoke the Order. The Supplier shall not be entitled to claim any damages in this case.

**2.4** Modifications to the contract value, even if not apparent before performance of the Contract, the Supplier shall inform ROSEN immediately. Modifications shall be legally effective only with ROSEN's written confirmation.

### 3 DELIVERY

**3.1** The Supplier shall deliver the Goods and/or perform the Services free of charge at the delivery point (the "Deliver Location") including packaging and if necessary with payment of duty, DDP, Incoterms 2020, and on the date(s) specified in the Order (the "Delivery Date"). Timely delivery is of the essence. If the Supplier does not deliver the Goods or Services in full by the Delivery Date after unsuccessful reminder, ROSEN may terminate the Order immediately and Supplier shall indemnify ROSEN against any losses, damages, and reasonable costs and expenses attributable to Supplier's failure to deliver. Delivery shall not be deemed

complete until receipt and acceptance of ROSEN. ROSEN has no obligation to accept the delivery before the appointed time.

**3.2** The Supplier agrees to perform the Services completely, timely, and in acceptable quality in accordance with the contractual requirements. All services related to delivery, including loading, unloading, load security, and any extra handling, shall be conducted professionally and in compliance with relevant legal and safety standards. The Supplier shall adhere to standard industry practices and use appropriate transport equipment and qualified personnel.

**3.3** The Supplier understands that a breach of this Contract will cause ROSEN damages that will be difficult to calculate in terms of sales, markets, and goodwill lost. It is considered what would be a reasonable estimate of the damages ROSEN would suffer if the Supplier had been in breach of this Contract. In case of delayed delivery by Supplier, ROSEN shall demand liquidated damages of 0,5 % of the net order value for each started calendar week, but maximum 5 % of the net order value. This shall be a fair estimate for the expected loss incurred through the interruption to supplies and the need to obtain alternative suppliers.

**3.4** All deliveries shall be made under consideration of the German or other locally applicable Supply Chain Act, the Conflict Minerals Regulation (VO (EU) No. 2017/821) (if applicable), latest customs regulations, international and national dangerous goods and substances regulations. If necessary, deliveries of dangerous products shall be identified as such goods. The Supplier shall bear all costs incurred.

**3.5** Before all deliveries, especially such of chemical products, the Supplier shall send product information, letters of assurance and information about legally restricted sales areas and exports barriers to ROSEN. All deliveries shall be made under consideration of the latest terms of scale, terms of transport and terms of packaging of railway, of traffic, of shipping, air transport especially regarding existing duty and shipment of dangerous goods regulations.

**3.6** The Delivery Date shall be specified in the transfer documents (such as order no. and date, delivery address, dispatch address, number of items, rate of duty no., name of recipient, material no. and country of origin).

**3.7** The Supplier shall only be entitled to partial performance with the prior written consent of ROSEN. The Supplier shall be obliged to inform ROSEN in writing, avoiding unreasonable delay, if circumstances arise or if it becomes apparent that the agreed delivery date cannot be met. The Supplier shall be obliged to avoid delivery delays to the best of its ability (overtime, increase in the number of employees) and without additional costs for ROSEN.

## **4 SUBCONTRACT**

If the Supplier intends to use Subcontractors in fulfilling the Contract, the Supplier is required to obtain ROSEN's prior written approval. Approval may not be refused without objective reason. An objective reason exists in particular if safety requirements are not observed. The Supplier shall impose all obligations on Subcontractors with respect to the tasks it has assumed and shall ensure that they comply with all obligations imposed on the Supplier by ROSEN. The Supplier shall instruct all his Subcontractors to name him in all shipping documents. In the event that the Supplier uses Subcontractors as provided herein, the Supplier shall be solely responsible for compliance with the Contract and the specifications of the Purchase Order.

## **5 QUALITY ASSURANCE**

**5.1** If the Supplier operates a quality assurance system, ROSEN is entitled, to inspect the system within quality audits.

**5.2** In case of any changes (esp. technical changes) of the product through the producer, the Supplier shall inform ROSEN

through a Product Notification Change (PCN). The Supplier shall also inform ROSEN immediately, when the product shall not be produced in future, with a Product Discontinuance Notification (PDN) or an End of Life (EoL). The information shall be supplied to ROSEN in written form and as soon as Supplier has knowledge about this.

**5.3** In case Supplier provides Services and if ROSEN has any concerns regarding the qualification of the instructed employees of the Supplier, ROSEN shall be entitled to claim a replacement of these employees. In this case, the Supplier is obliged to arrange qualified personal immediately. The agreed Delivery Date remain unaffected. In case Supplier intends to replace any of his personal, the Supplier shall obtain ROSEN's prior written approval. In the event that the Supplier intends to replace any of its employees, the Supplier shall notify ROSEN at least five (5) business days in advance (if possible).

## **6 FORCE MAJEURE**

### **6.1 Force Majeure Event**

Force Majeure Events are those events whose effects make it impossible for the affected Party to perform its obligation in whole or in part, provided that the events or circumstances (i) are beyond the control of the Party, (ii) are not attributable to the Party, and (iii) could not be avoided, overcome or remedied in whole or in part by the Party claiming Force Majeure using reasonable care.

The Parties shall be absolved and excused from its obligations under the Contract to the full extent, if one Party's performance is delayed or prevented by any condition or occurrence that is beyond its control including, without limitation, natural events, fires, explosions, nuclear reactions, epidemics, pandemics, quarantine (to the extent ordered by applicable public body), earthquakes, acts of public or foreign enemies, civil disturbances, war and hostilities (whether war is declared or not), invasions, blockades, insurrections, rebellion, revolution, riots, acts of terrorism, strikes, commotion, disorder, lockouts or other industrial disturbances, embargoes, Sanctions (Sanctions shall mean any individually and collectively, respectively, any and all economic sanctions, trade sanctions, financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes, anti-terrorism laws and other sanctions laws, regulations or embargoes, including those imposed, administered or enforced from time to time by: (a) the United States of America, including but not limited to those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future executive order, (b) the United Nations Security Council, (c) the European Union or any European Union member state, (d) Her Majesty's Treasury of the United Kingdom, or (d) any other governmental authority of any other state), restraints or prohibitions or orders or regulations by any court, board, department, commission or agency of any state or country, any arrests or restraints.

Neither Party shall be in default of its respective obligations under the Contract, which are hindered by Force Majeure. In the event of any such delay due to a Force Majeure Event, the date for performance or delivery shall be extended for a period equal to the time lost due to delay.

Events and circumstances of Force Majeure shall in any case not be, delayed deliveries of operating resources or materials, insufficient financial resources, a failure of operating resources or machinery or extreme weather conditions as such.

### **6.2 Force Majeure Notification**

In case of Force Majeure, the affected Party shall inform the other Party within seven (7) days after any occurrence of such a case. If the affected Party fails to send a Force Majeure Notification to the

other Party, it loses the right to refer to these Force Majeure circumstances in future.

### **6.3 Cancellation of Contract**

If a default due to an event of Force Majeure continues for more than six (6) months, the Parties shall be entitled to cancel the Contract partly or completely upon written notice to the other Party.

## **7 ACCEPTANCE**

**7.1** All Goods and Services shall be subject to final inspection and acceptance of ROSEN, notwithstanding prior payment, which shall not constitute acceptance. ROSEN's approval shall not release Supplier of its obligations under the Purchase Order or as contained in these Terms and Conditions. ROSEN may reject and/or return at Supplier's expense any item which does not conform to ROSEN's Purchase Order, or which is otherwise defective or not in compliance with Supplier's warranties (express or implied). After notification to Supplier of rejection or revocation of the Goods and Services, all risk of loss with respect to such Goods shall be Supplier's risk.

**7.2** ROSEN shall inspect and examine the delivery and report the obvious defects promptly to the Supplier. Hidden defects shall be reported immediately upon detection.

## **8 INVOICING/PAYMENT**

Payment shall be made within thirty (30) calendar days net after receipt of the Goods or performance of the Services and receipt of the invoice. All claims for money due or become due from ROSEN shall be subject to deduction by ROSEN for any setoff or counterclaim arising out of any order with the Supplier.

## **9 WARRANTY**

**9.1** The Supplier represents and warrants that (i) all Goods and Services are free of any claim of any nature by any third party and that Supplier will convey clear title to ROSEN, (ii) all Services are performed in a manner acceptable in the industry and in accordance with generally accepted standards, are free from all defects, are fit for the particular purposes for which they are acquired and are provided in strict accordance with the specifications or other requirements (including performance specifications) approved or adopted by ROSEN, and (iii) all Goods shall be of merchantable quality, free from all defects in design, workmanship and materials, and fit for the particular purpose for which they are purchased and that the Goods and Services are in accordance with the specifications, samples, drawings, designs or other requirements approved or adopted by ROSEN. ROSEN's inspection and acceptance or use of the Goods shall not affect Supplier's obligations under this warranty.

**9.2** In all cases of notifications of defect, the Supplier has to take immediate measures and either rectify the defect or replace the defective delivery as requested at ROSEN's own discretion. All additional expenses based on the remedial actions (e.g. reworking etc.) shall be borne by the Supplier.

**9.3** In case the Supplier is not able or not willing to take the appropriate measures, these actions can also be taken, through external partners or by ROSEN itself. The Supplier is obliged to compensate all damage, expenses and other disadvantages which are incurred to ROSEN in connection with remedy of the defects.

**9.4** ROSEN shall disclose the Supplier an adequate period of time in written form for remedying of defects. If the Supplier does not render performance within this given period of time or in cases of exposure the industrial safety or this cure is possible only at disproportionate expense, ROSEN or third parties shall remedying defects at the Suppliers expense.

**9.5** The warranty period shall be twenty-four (24) months.

**9.6** In case of claiming defects, the time between claiming and remedying defects does not have any effects on warranty period, i.e. warranty period will be extended accordingly.

**9.7** The costs of remedying defects or of supplying replacements, delivery of the goods to the indicated place and all incidental cost (e.g. freight) shall be borne by the Supplier. This applies in particular to transport and travel expenses, and material and labor costs.

## **10 LIABILITY**

**10.1** In all events of defaults, failures or delays of Supplier or its Subcontractors, the Supplier shall be liable and give immediate written notice to ROSEN, setting forth the cause when Supplier has reason to believe that deliveries will not meet the schedule.

**10.1** The Supplier shall protect, defend, indemnify and hold harmless ROSEN from and against any claims, suits, losses, costs, expenses, damages, or liability, including without limitation for ROSEN's reasonable attorney fees, court costs and associated legal expenses, incurred on account of, or arising from any and all allegations or claims of bodily injury, death, or property damage resulting from (i) any act or omission of Supplier (including its agents, representatives, proxies, employees and Subcontractors) in the course of the performance of its obligations under this Contract or; (ii) any Supplier provided Goods or Services, or (iii) the handling, display, sale, use consumption or distribution by ROSEN or ROSEN's customers of Supplier's Goods or Services.

## **11 OWNERSHIP**

Any tangible or intangible property furnished to Supplier by ROSEN, are the property of ROSEN and, unless otherwise agreed in writing by ROSEN, shall be used only by Supplier solely to render the Services or provide the Goods to ROSEN. Supplier shall not substitute any property or take any action inconsistent with ROSEN's ownership of such property. While in Supplier's custody or control, such property shall be held at Supplier's risk, shall be kept insured by the Supplier at its expense and, unless otherwise agreed on between the Parties, shall be subject to return at ROSEN's written request.

## **12 INSURANCE**

Supplier shall keep in full force and effect at all times a public liability insurance with coverage for both products and completed services. This should correspond to the recognizable and foreseeable risk. Upon request, the Supplier shall provide ROSEN with a corresponding certificate of its insurance.

## **13 TRESPASSING AND PASS OF ROSEN'S PREMISES**

Entry to and driving on the premises of ROSEN shall be subject to timely registration and indication of the complete Supplier name including address, the ROSEN premises to be entered as well as handing over of the questionnaire previously handed over by ROSEN regarding existing restrictions (e.g. cardiac pacemakers, etc.). ROSEN reserves the right to request further information, if this is necessary. Any personal data are subject to data protection; in this respect, reference is made to clause 21 of these Terms and Conditions.

The Supplier shall take all necessary precautions to prevent injury to persons or damage to property. The Supplier's personnel entering ROSEN's premises is required to follow the rules, procedures and instructions given by ROSEN's personnel. The Supplier shall pay attention on the emergency and rescue plan as well as the security advices and appropriate notices. ROSEN

is only liable for property damage in case of gross negligence or willful misconduct of ROSEN.

## **14 TERMINATION**

**14.1** ROSEN may terminate the Order in writing either partly or in total at any time. After receipt of notice of termination the Supplier shall cease all work immediately, terminate the respective subcontracts and surrender all Contract Documents to ROSEN. ROSEN shall reimburse the Supplier for all direct costs incurred to the Supplier regarding the premature termination.

**14.2** Either Party may terminate this Contract for important cause by written notice, in case the other Party is in breach of any of its obligations under this Contract and does not remedy its default in due time. An important reason for termination is, in particular, the insolvency of a Party or the opening of insolvency proceedings.

## **15 CONFIDENTIAL INFORMATION**

**15.1** Each Party shall keep confidential any Confidential Information disclosed by the other Party in respect of the Order, the Services or Contract and will neither use the same for any purpose other than for the purpose of performing the Services or selling the Goods nor disclose the same to any third party (other than the other Party's own personnel to whom disclosure is necessary in the provision of the Services) without the prior written approval of the other Party.

The foregoing restrictions on disclosure and use of Confidential Information shall not apply to the information which:

- is or becomes part of the public domain otherwise than by a breach of this clause at the time of or after disclosure, or
- can be proven by recipient to have been in his possession prior to disclosure; or
- will lawfully become available from a source having the right to disclose the same; or
- can be proven by recipient to have been developed by or for the recipient at any time independently from the information disclosed to it by the disclosing Party.

The restrictions shall also not apply if the recipient is required to disclose Confidential Information by a judicial, legislative or administrative body. If recipient receives such a request, recipient shall provide prompt written notice of such requirement to the other Party and allow the other Party an opportunity to contest the disclosure requested by a governmental entity.

In no event shall the receiving Party be entitled to copy, alter, modify, reverse engineer, or attempt to derive the composition or underlying information, structure or ideas of any Confidential Information and shall not remove, overprint, deface or change any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership from any originals or copies of Confidential Information it receives from the disclosing Party.

**15.2** The Supplier acknowledges the highly secret and valuable nature of all proprietary inventions, methods, processes, designs, know-how and trade secrets (the "Confidential Data") embodied in ROSEN's equipment, including, without limitation, the cleaning tools and inspection tools and their components or any other goods. The Supplier agrees not to disclose or use any Confidential Data or Information provided by ROSEN. For these purposes, "Information" means any and all technical, commercial and financial information that is disclosed to the Supplier by ROSEN under the Contract in oral, written, graphic, digital and/or sample form, including the execution of the Contract itself. The Supplier guarantees that no photos will be taken of ROSEN's equipment without the prior written approval of ROSEN. The Supplier further agrees to take all necessary precautions to prevent disclosure of the Confidential Data and Information to persons other than those employees of the Supplier to whom such disclosure is necessary for the performance of the Contract. The Supplier shall obtain

written agreements from such employees, obligating them not to make any unauthorized use or disclosure thereof.

**15.3** This Section 15 shall survive any termination or expiration of the Contract.

**15.4** In the event of a breach or misuse of Confidential Data or Information under the Contract by the Supplier, ROSEN shall be entitled to demand a fine equal to the actual loss. The Supplier shall be entitled to provide proof that either no damage or a substantially lesser damage has occurred. Further claims for damages and rights remain unaffected.

## **16 EXPORT**

**16.1** The export of certain Goods might be, depending on its use or final destination, restricted. The Supplier is in case of exporting Goods (products, Software, Technology etc.) obliged to strictly respect the applicable laws or regulations, embargos and other, especially of the European Union (EU), Germany and other EU countries as well as non-EU countries, and if necessary of the USA. Furthermore the Supplier is obliged to comply with the formalities and procedures indicated by the country the goods exported to. If the Supplier imports the Goods to be delivered to ROSEN in advance, the provisions of this clause 15.1 shall apply accordingly.

**16.2** In case of any export restrictions on the Goods delivered by Supplier, the Supplier is obliged to inform ROSEN with all necessary information and the applicable customs tariff number for each individual product. The applicable customs tariff number is also to be declared on the invoice. Supplier's obligation to provide ROSEN with all information applies to all changes in future concerning the customs tariff number and applicable laws and regulations etc. on the exported goods beyond the duration of the business relationship for 6 months. The Supplier insures, to comply with all current regulations at the date of delivery.

**16.3** The Supplier shall regularly verify with due diligence all legal regulations currently applicable to the import/export and shall ensure that these legal regulations are observed and complied with at all times, in particular on the agreed Delivery Date of the Goods.

**16.4** In the event of non-compliance with the aforementioned provisions, the Supplier shall be liable for all costs, expenses, claims for damages, fines or criminal proceedings arising therefrom and shall indemnify ROSEN in any and all respects.

## **17 ADVERTISING**

Announcements of the business relations with ROSEN for advertising purposes - irrelevant in which mediums - requires ROSEN's previously written approval. ROSEN may promote the supplier for its own advertising purposes. If the Supplier does not consent to this, he must inform ROSEN of this in writing before conclusion of the Contract.

## **18 MINIMUM WAGE ACT (ACCORDING TO THE MINIMUM WAGE LAW AND ACCORDING TO THE APPLICABLE LOCAL LEGISLATION)**

**18.1** Within the scope of the fulfilment of the Contract, the Supplier undertakes to comply with all statutory provisions.

**18.2** ROSEN and Supplier are independent parties, therefore; no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms and Conditions or the execution of the Contract. Moreover, the Supplier shall protect, defend, indemnify and hold harmless ROSEN from and against any labor claims, suits, losses, costs, expenses, damages, or liability, including without limitation for ROSEN's reasonable attorney fees, court costs and associated

legal expenses, incurred on account of, or arising from any and all allegations or labor claims.

**18.3** In the event that the Supplier is in breach of its obligations under this article, ROSEN shall be entitled - without prejudice to any other rights - to withdraw from the Order or to terminate with immediate effect any continuing obligation created by the Order and/or to claim damages in lieu of performance. In addition, the Supplier shall be liable for any damage incurred by ROSEN due to negligent non-compliance with the obligations under this article.

## **19 PERMITS AND OTHER AUTHORIZATIONS**

The Supplier agrees to have permits, licenses, authorizations including without limitation, environmental permits or other permits, licenses or authorizations that are necessary to provide the Goods and/or Services in accordance with the terms of the Contract Documents.

## **20 SUBCONTRACT AND ASSIGNMENT**

Supplier shall not assign, transfer or novate its rights or obligations under the Contract or any part thereof or any benefit or interests therein without prior written approval by ROSEN.

ROSEN shall be entitled to assign, transfer or novate its rights or obligations under the Contract or any part thereof or any benefit or interests therein to any of its Affiliates. ROSEN shall inform the Supplier about any such assignment.

## **21 PERSONAL DATA PROTECTION**

ROSEN and the Supplier may in the course of performance of the Contract provide each other with Personal Data. Personal Data, is any information relating to an identified or identifiable individual, unless otherwise defined related to the protection of individuals, the processing of such information, and security requirements for and the free movement of such information. Any processing of Personal Data will be done in accordance with the terms of this Contract and the applicable laws.

The Supplier will implement all appropriate security measures to protect Personal Data against accidental, unlawful, or unauthorized (i) destruction (ii) loss, (iii) alteration, (iv) disclosure, or (v) access (including remote access). The Supplier will protect Personal Data against all other forms of unlawful processing, including unnecessary collection, transfer, or processing, beyond what is strictly necessary for the performance of the Contract.

Prior to any transfer of Personal Data by the Supplier, the Supplier will impose all obligations as required by the Contract and the applicable laws.

Any person acting under the authority of the Supplier must not process the data except on instructions from ROSEN.

Where ROSEN Personal Data is transferred or gathered from the European Economic Area and the Supplier is located in a country that has not been deemed to provide an adequate level of protection for personal data within the meaning of Regulation (EU) 2016/679, the Supplier will either:

- enter into any standard data protection clauses adopted or approved by the European Commission in line with Regulation (EU) 2016/679; or
- confirms that it has fully implemented binding corporate rules which provide adequate safeguards as required by Regulation (EU) 2016/679, or has any other similar program or certification that is recognized as providing an adequate level of protection in accordance with Regulation (EU) 2016/679.

The Supplier will promptly, and in any case within seventy two (72) hours inform ROSEN through the ROSEN Data Protection Officer at [cdpo@rosen-group.com](mailto:cdpo@rosen-group.com) if it determines and discloses to a competent public authority and/or affected data subjects that an

accidental, unlawful, or unauthorized (i) destruction (ii) loss, (iii) alteration, (iv) disclosure, or (v) access (including remote access) of ROSEN Personal Data has occurred.

## **22 CODE OF CONDUCT**

ROSEN conducts its business responsibly and in compliance with the legal requirements and official regulations of the countries in which ROSEN operates. ROSEN expects its contractual partners to comply with applicable law and legislation. The Supplier hereby acknowledges and confirms its adherence to the ROSEN Code of Conduct available on the ROSEN website at <https://www.rosen-group.com/global/company/misc/compliance.html>.

## **23 MISCELLANEOUS**

### **23.1 Amendments and Modifications**

Any amendment or modification of any Terms and Conditions contained in the Contract Documents subsequent to the effective date of this Contract will be valid only if made by a subsequent written agreement. Such subsequent written agreement shall be signed by duly Authorized Representatives of ROSEN and the Supplier. It shall specify by reference to the particular Contract Document that contains the Terms and Conditions to be amended by reference to the origin clause.

If the Contract is subject to German law, the following shall apply:

All side agreements, modifications, and Amendments to the Contract and/or these Terms and Conditions require written form for their effectiveness, unless otherwise stipulated. This also applies to the modification or revocation of this form requirement itself. Section 305b of the German Civil Code (BGB) (Priority of Individual Agreements) remains unaffected.

### **23.2 Applicable Law and Jurisdiction**

Unless specifically provided otherwise in the Contract Documents, the Contract shall be governed by, and any dispute, controversy or claim arising out of or in connection with this Contract shall be resolved in accordance with the law of the state in which the contracting ROSEN entity has its registered office. Any suit, action or proceeding with respect to the Contract shall be brought to a court where the respective ROSEN entity has its place of business, which shall have exclusive jurisdiction and venue.

The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded. The current Incoterms (2020) - ICC, Paris – apply if agreed between the Parties.

If Contracts (Rights of Third Parties) Act 1999 is applicable in the state in which the contracting ROSEN entity has its registered office, then applicability of Contracts (Rights of Third Parties) Act 1999 shall be excluded.

### **23.3 Entire Agreement**

With the exception of non-disclosure agreement and data processing agreement, there are no understandings, agreements or representations, express or implied, not specified in the Contract and the Contract Documents containing the entire agreement between the Supplier and ROSEN and set forth their respective rights, duties and obligations. Unless specifically enumerated in the Order or unless specifically executed as an Amendment, the Contract Documents do not include and will not be deemed to include any other documents or correspondence between Supplier and ROSEN, such as proposals, quotations, sample forms, bids, etc.

### **23.4 Notices, Consents, Approvals or Determinations**

Wherever in the Contract Documents provision is made for the giving of any notice, consent, approval or determination by any person, unless otherwise specified, such notice, consent, approval

or determination will be in writing and words "notice", "notification", "notify", "consent", "determination", or "determine" will be construed accordingly. All notices and other communications provided for herein (including, without limitation, any modifications of, or waivers or consents under this Contract) shall be given in writing, including an electronic writing and shall be faxed (and confirmed by copy delivered by personal delivery or mail), mailed or delivered to the intended recipient at the address specified by the recipient in writing. Except as otherwise provided in this Contract Documents, all such communications shall be deemed to have been duly given when transmitted by email, facsimile or personally delivered or, in the case of a mailed or electronically mailed notice, upon receipt, in each case given or addressed as stated in the Contract Documents.

### **23.5 Waiver**

Any failure by ROSEN to enforce or require strict compliance with any of the terms, covenants or conditions required by the Contract Documents will not constitute a waiver of any of such Terms and Conditions or of ROSEN's right to seek such remedies as it may have for any breach or breaches of such terms, covenants and conditions. Stenographical and clerical errors are subject to correction. If either Party discovers a clerical error it shall promptly notify the other Party of the same.

### **23.6 Severability Clause**

If any provision or part of a provision of these Terms and Conditions is found to be illegal, invalid or unenforceable under any applicable law, such provision or part of a provision shall, insofar as it is severable from the remaining terms, be deemed omitted from these terms and shall in no way affect the legality, validity or enforceability of the remaining terms.