

General Purchasing Terms & Conditions of ATN Hölzel GmbH

1. Definitions and Purpose

1.1 These General Purchasing Terms and Conditions of Purchase („GPTC”) apply to all supply Contracts between ATN Hölzel GmbH („ATN”) and Suppliers („Supplier”) – together the „Parties” – for Scope of Work such as, but not limited to, installation, construction, engineering, services and delivery of equipment, parts or machines („Scope of Work”).

1.2 Only these GPTC apply. Supplier GPTC are rejected and not applicable. Aspects of the supplier’s GPTC may only be made part of these GPTC or Contract with ATN’s prior written approval. These GPTC are deemed accepted by the Supplier, when the Supplier submits an Order confirmation or latest when Supplier starts delivering the Scope of Work.

1.3 Contracts are entered into only under these GPTC, incorporating ATN’s Corporate Policy¹ and Code of Conduct¹. The Supplier recognizes ATN’s GPTC and Company Policies as binding. Individual agreements (e.g. framework supply agreements, quality assurance agreements) and details in the order confirmation between the Parties shall take precedence over the GPTC.

1.4 Changes, additions or declarations of waiver to these GPTC and the Contract are only effective if they are documented in writing, dated and signed by ATN and the Supplier. This also applies to changes and/or additions to this clause.

2. Complete Contract and Contract via Purchase Order / Change Order

2.1 The Contract consists of the following elements and priorities:

- ATN ’s Purchase Order or Change Order,
- Supplier’s written confirmation of the Purchase Order or Change Order,
- final negotiation protocol signed by the Supplier,
- final signed ATN specifications, **including all ATN guidelines**,
- final and agreed Supplier offer/proposal and
- these GPTC.

These elements of the Contract are binding and replace any other oral or written agreements made before the issue of an Order. Deviations from these Contract elements only apply if changes are indicated in writing, either on the Purchase Order/Change Order and/or in the official negotiation protocol.

2.2 A Contract is entered into when ATN sends a Purchase Order/Change Order to the Supplier and the Supplier confirms such Order in writing within 14 calendar days of the date of transmission. A written Purchase Order, Change Order or FrameWork Order constitute an Order under these GPTC.

2.3 The exclusive Contractual basis is the written ATN Order in the English language. Amendments and supplements to the Contract must be in writing. Other agreements require immediate written notification and confirmation, using an official change protocol. All written amendments and supplements must be incorporated into the Contract.

2.4 ATN has the right to cancel an Order, in case the Supplier does not send a confirmed duplicate of the Order, or a separate Order confirmation, within 14 calendar days of ATN’s date of an Order transmission. Such an Order cancellation takes place exclusively at the expense of the Supplier and at no cost to ATN.

2.5 ATN has the right to audit the Supplier. This right to audit includes all commercial, technical and IT-related aspects of an Order and/or a Supplier’s operations, as well as the automotive industry’s Information Security Requirements in accordance with the VDA.

¹ available under: <https://atngmbh.com/en/Company/Quality-and-sustainability/>
TRANSLATION – IN CASE OF DOUBT, THE GERMAN VERSION (2023-04-12) APPLIES!
Revision: 2023-04-12

3. Scope of Work

3.1 The Contract must be understood and delivered as „turnkey ready“. The Supplier is responsible to perform all of the services required to fulfill the entire Contractual purpose and Scope.

3.2 Contractual tasks and responsibilities include, but are not limited to:

- Providing and utilizing licensed and qualified specialists;
- Ensuring the implementation of the latest technologies, taking into account the highest product quality, lowest energy consumption and optimal operator safety;
- Providing new and unused products/parts made from the best materials with first class Workmanship and free of defects;
- Obtaining and providing all necessary documents, permits and licenses for all necessary resources (labor and Goods);
- Written Supplier confirmation that all technical and Contractual requirements, as well as the Scope of Work, of ATN and its end customer are fully known and understood.

3.3 If the Contract requires the Supplier to carry out the Scope of Work either at ATN's or the end customer's site, the Contractual tasks and responsibilities of the Supplier also include, but are not limited to:

- Providing all necessary Equipment, tools, hoists, vehicles, etc.;
- Cleaning of the Workplace and waste disposal;
- Proof of the statutory and required Insurance cover for transport, assembly, commissioning and employees, etc.;
- Protection the Work area from theft, damage, vandalism and accidents;
- Execution of the Scope of Work without impairing ATN's or the end customer's production and/or operations.

3.4 It is the sole responsibility of the Supplier to comply with all applicable statutory provisions, laws, rules and regulations at all times. These include but are not limited to:

- Environmental laws,
- Health and safety laws,
- all applicable export control, customs and foreign trade regulations as well as
- the safety, health and environmental guidelines (see 1.3) of ATN and of its end customers.

3.5 The Supplier is obligated to inform ATN about changes to the applicable export control provisions, in particular about such changes – but not exclusively – that affect the re-export of Goods to the Federal Republic of Germany, the European Union and the United States of America.

3.6 The Supplier must provide ATN the following Good/Product Information in writing:

- Existing requirement for an export license according to German law and list item number,
- Data capture according to US-CCL with correlation list item number,
- Existing requirement for an export license according to their EG-Dual-Use-regulation and item list number,
- Transmission of existing CCC and TR certificates,
- Statistical good/product number and
- Land of origin of the good/product.

3.7 In the event that ATN will not be granted a required export license, ATN expressly reserves the right to withdraw from the Contract.

3.8 The Supplier must declare to ATN all of the ingredients contained in Supplier's Goods/products in accordance with the CLP Regulation (EG No. 1272/2008) (naming the related CAS numbers and share of weight in homogeneous material), as long as such ingredients are listed in the following legal norms (or the successors to these legal norms):

- REACH Regulation (EG No. 1907/2006)
- Chemicals Prohibition Regulation [ChemVerbotsV] (Implementation of RL 76/769/EWG and related amendments)
- Electrical and Electronic Devices Act [ElektroG] (Implementation of RL 2002/95/EG and RL 2002/96/EG)
- Chemicals ozone layer regulation [ChemOzonSchichtVO] (Implementation of regulations (EG) 2037/2000 and (EG) 1907/2006, Guidelines (EG) 121/2006 and (EG) 24/98).

3.9 The Supplier must provide ATN with written confirmation about the origin of the Goods/products, taking into consideration all legal requirements, i.e. via Goods/Products Declaration/Certificate EUR1. In such document the Supplier has to list the original characteristics of the Goods/products in line with the rules, regulations and Information requirements of the destination country, as communicated by ATN.

3.10 The Delivery of the technical documentation and all necessary logs and protocols are part of the Scope of Work and must meet the following requirements:

- The Scope of the technical documentation must be specified in the Contract.
- The technical documentation must comply with EC Machinery Directive & RIA Regulations, and all recognized rules of technology.
- Instructions must be drawn up in accordance with DIN EN 82079-1 and its respective ISO Standard or a standard that replaces it.
- The technical documentation must be provided in paper form in addition with its main Delivery in electronic form, directly to an ATN server. The Supplier must provide all necessary access Data and file names to ATN upon the issue of an Order. Within 24 hours after the Data has been successfully stored, the Supplier sends an e-mail to ATN with notification of the completion of the Data storage.

4. Software Development and Usage

- 4.1 The Supplier provides ATN with Software and user documentation on commercially available Data carriers in machine-readable code.
- 4.2 For Software developed exclusively and individually for ATN, the Supplier must provide ATN with the source code and with the proper manufacturer documentation. Any copies of the source code and manufacturer documentation must be handed over to ATN upon Acceptance and must correspond to the program status at the end of the test phase.
- 4.3 Measures carried out in the context of liability for defects in the Software must be immediately included in the source code and manufacturer documentation by the Supplier. A copy of the updated version must be made available to ATN immediately.
- 4.4 ATN irrevocably acquires an exclusive, temporally and spatially unlimited right of use for developed Software – or parts thereof – and all related performance results. This right of use includes every known type of use, including, but not limited, rework, reproduction, change, expansion and granting simple Rights of use to third parties, and commercialization, unless the following paragraphs restrict such use.
- 4.5 If the acquisition of a right of use in accordance with the preceding paragraph conflicts with third-party Rights, the Supplier must agree to ATN 's right of use in the Contract.
- 4.6 The Supplier remains authorized to use standard programs, program modules, tools and its knowhow for third parties, when developing the performance results for ATN. The Supplier is not permitted to reproduce, edit or otherwise use the performance results and solutions – in whole or in part – developed for ATN.
- 4.7 The publication of any performance results by the Supplier requires the prior written consent of ATN.
- 4.8 The supplier guarantees compliance with the ATN programming guidelines.

5. Packaging, Shipment and Transport

- 5.1 If not agreed otherwise in writing the Supplier will be responsible to pay Packaging and Shipment/transport cost. If ATN does not mandate a mode of transportation the Supplier is obligated to ship ex-Works/ex-warehouse at the lowest suitable rate, keeping in mind the Scope of Work/product that will be shipped. Additional cost due violation of existing Packaging and Shipment regulations must be paid by the Supplier. Additional cost for express shipping/transport arising out of the need to meet the contractual Delivery date must be paid by the Supplier.
- 5.2 If the nature of the Goods/product require Packaging or are subject to Confidentiality, the Goods/products must be delivered fully packaged. The Packaging must meet the transport requirements, mode of transport/Shipment and packaging requirements of ATN. Packaging material will only be returned, if it is marked „Returnable“ by the Supplier.
- 5.3 The Goods/products travel at the Suppliers sole risk, except in cases when ATN vehicles will be used for transport or when ATN designates a specific transport company. In case the Supplier hands over Goods/products with damaged Packaging to ATN drivers or to an ATN designated transport company, ATN reserves the right to reject the packaged good/product without checking good/product for damages. Any cost arising from such rejection will have to be paid by the Supplier.
- 5.4 At the time of Goods Delivery, ATN will check for the type and quantity delivered only, and for externally visible damage, in particular transport damage. ATN is obligated to inform the Supplier promptly in writing of any defects found during such Delivery inspection.

5.5 Each Delivery must be accompanied by a Delivery slip, listing the

- product designation provided in the ATN Order,
- Order and product numbers and
- quantities delivered.

6. Delivery Terms, Ownership, Partial Delivery, Delays, Damages

6.1 Deliveries must be made DDP, as defined under Incoterms 2020. Point of Delivery is the Delivery address indicated in the Order. Deviations from these Delivery terms require the ATN's prior written consent.

6.2 The Delivery time/date specified in the Order is binding for the Supplier.

6.3 The Ownership of the Scope of Delivery and Scope of Work shall pass to ATN upon Delivery of the Goods, free of liens and other encumbrances. In the event of full or partial Payment by ATN before Delivery of Goods or providing the Scope of Work, the Supplier Transfers Ownership of the delivered Goods and/or provided Scope of Work, in full or partially, and proportionally to the total Contract Price – „step by step“– to ATN. The Supplier bears all Delivery risk for the delivered Goods and/or provided Scope of Work until the final inspection and written Acceptance by ATN at the agreed place of Delivery.

6.4 Partial deliveries initiated by the Supplier are only permitted with a prior written agreement between the Parties. However, ATN reserves the right to request partial deliveries at any time.

6.5 The Supplier is obligated to inform ATN immediately in writing of any possible, real or impending Delay in Delivery or completion of a Scope of Work. The Supplier makes every effort to prevent and/or minimize Delays.

6.6 Time is of the essence. If the Supplier fails to meet either the agreed upon Delivery date or another Contractually agreed upon milestone, ATN will be entitled to Claim a Contractual penalty of 0.3 % of the total Contract Price per calendar day, up to a maximum of 5 % of the total Contract Price. Excluded from this penalty are Delays due to „Force Majeure“ (see 8.) or reasons for Delay that are exclusively attributable to ATN. ATN reserves the right to Claim higher, materialised damages on damages in line with German law. ATN is entitled to Claim damages resulting from defaults and Delays caused by Supplier's sub-Contractors and Suppliers. The Contract penalty may be applied to the damages caused by Delay and default.

6.7 In the event that ATN and Supplier encounter a disagreement about the

- Scope of Work,
- Deliverable,
- Payments due,
- Quality of the Scope of Work and/or Deliverable,
- Adjustment of Prices and /or /compensation,
- Extension of deadlines,
- or any other reason,

the Supplier will remain obligated to continue to Work and deliver on the Contractual obligations that are not in question, without Delay and loss of quality while at the same time trying to resolve the disagreement with ATN.

7. Acceptance of Delivery of Goods and Scope of Work

7.1 The delivered Goods and provided Scope of Work by the Supplier are subject to a full performance and Acceptance check by ATN, conducted either solely ATN or with both parties present. After a successful performance and Acceptance check, an Acceptance protocol must be furnished, dated and signed either by ATN or both parties, depending who of the parties is present during the performance and Acceptance test. ATN retains the original Acceptance protocol and a copy will be furnished for the Supplier.

7.2 Use, installation or Payment of a delivered good or provided Scope of Work does not qualify as final Acceptance.

7.3 Acceptance by ATN, even in the case of defective/Delayed Delivery of Goods or faulty Scope of Work, is subject to all Contractual Rights.

8. Force Majeure

8.1 Neither party is liable for Delays or non-performance of its obligations under the Contract if the Delay or failure is due to a „Force Majeure“.

8.2 „Force Majeure“ is an event events that

- was not foreseeable at the time the Contract was executed,
- was unavoidable and beyond reasonable control, and
- the affected party was not responsible for.

This includes events that prevent or hinder the operational sequence and the processing, sale and other use of the delivered Goods and Scope of Work, including but not limited to:

- Sovereign interventions such as import and export restrictions,
- Natural events such as earthquakes, fire, wind and water damage,
- Shortage of raw materials or means of transport,
- operational disruptions such as strikes and Work stoppages,
- Interruption or restriction of the energy supply, as well as
- all other circumstances that lead to a cessation / significant restriction of production.

8.3 If „Force Majeure“ leads to a situation that prevents one of the parties, despite reasonable efforts, to fulfill its Contractual obligations, the affected party is obligated to notify the other party accordingly in writing within 5 calendar days of such event occurring.

8.4 If an event of „Force Majeure“ prevents the parties from fulfilling their Contractual obligations for more than 60 consecutive calendar days, the unaffected party is entitled to partially or completely withdraw from the Contract. The obligation to pay for the unaffected party is limited to the Delivery of Goods made and/or Scope of Work completed. Payment requires proper proof of Delivery and/or completion.

9. Prices, Invoicing, Payment Terms, Payment

9.1 All Prices agreed and stated in the Contract are

- binding and fixed for the duration of the Contract
- listed transparently, itemized and easily identifiable
- not subject to any increases for the duration of Contract until completion

and include

- all applicable all taxes, duties, duties, tariffs, fees and charges,
- all legally prescribed surcharges,
- Order credits such as a) Trade and Export credits, b) Refunds of duties, taxes or fees
- all costs for storage, handling, Packaging, shipping and Delivery,
- all other costs and fees.

9.2 The Payment Term is Net 30 or, Net 14 with an additional rebate (Skonto) of 2 % . after receipt of the Goods/product and receipt of Invoice. In no case does the Payment Term begin before the agreed Delivery date.

9.3 On the day of dispatch, the Supplier is obligated to send ATN an official, transparent Invoice on a company letterhead. Without ATN receiving a formal Supplier Invoice, neither the above Payment Term will apply nor the Payment process will commence.

9.4 An official and correct Supplier Invoice must be in English and contain the following Information:

- ATN Order number,
- Complete Supplier name and address,
- Supplier EIN / tax number,
- Bill number,
- Date of Invoice,
- Date of performance period,
- Short service description and – if applicable – service appointments dates & Scope,
- Listed line item Prices (if available and requested),
- Invoice Total amount, with Taxes stated separately.

9.5 ATN shall be entitled to set off all outstanding debts between the parties against submitted Supplier Invoices.

9.6 The Supplier must send Invoices via postal mail to the ATN address indicated in the Order. The Supplier must follow the Invoice instructions listed in the Order. If these instructions are not followed, Payment Delays at the expense of the Supplier must be expected.

9.7 Time is of the essence and the timely performance of the Contract by the Supplier is of the utmost importance. The Supplier acknowledges his obligation to fulfill the Contract and its Scope on time and agrees to deliver Scope of Work in accordance with the Contract.

9.8 The Supplier is entitled to stop Work and not meet its Contractual obligations if ATN does not pay undisputed and approved Invoices in accordance with the agreed Payment Terms.

10. Warranties

10.1 The Supplier represents and warrants that its delivered Scope of Work has the properties stipulated in the Contract, complies with the relevant statutory provisions and recognized rules and is free from defects. The Supplier further represents and warrants that the quality of the delivered Scope of Works has not been changed compared to previous, similar, defect-free Scope of Works, unless such changes have been agreed with ATN prior to entering into the Contract.

10.2 These representations and Warranties shall apply in addition to all other expressed, implied or statutory Warranties. Payment for, inspection of, or receipt of the Scope of Work do not constitute a waiver of ATN's Rights in the event of any breach of Warranty. The Supplier shall indemnify ATN against all damage that occurs due to defects in the Contractual Scope of Works.

10.3 In accordance with §§ 377, 381 HGB a notification of defects by ATN is deemed timely if ATN submits such notifications to the Supplier within 10 Working days after discovering such defect. This time period is extended for any operations shut down and/or holidays.

10.4 In cases of defective Delivery, ATN has the right to choose between repair and replacement by and at the sole cost of the Supplier. In urgent cases, ATN shall be entitled to remedy the defect itself or to have it remedied by a third party at the Supplier's sole expense, or to purchase necessary repair supplies from a third party at the sole expense of the Supplier. Correcting deficiencies in the Scope of Work includes covering all costs and expenses incurred, including but not limited to:

- costs for dismantling and reassembly,
- Work and material,
- travel, transport, shipping,
- redesign,
- administrative support, etc.

10.5 In the event that it is unreasonable for ATN to require the Supplier to rectify a defect within a reasonable period, ATN shall be immediately entitled, but not obligated, to correct the defects itself at the Supplier's sole expense, in Order to reduce or prevent potential damages, e.g. Property damage due to downtime for or Contractual sanctions for Delays by the end customer.

10.6 Absent of any other law, rules and regulations mandating longer a longer periode, the Warranty periode shall be 24 month, commencing with the written acceptance through ATN or the end customer.

10.7 Within the Contractually agreed Warranty period, the Supplier must remedy all known, identified and reported defects completely and at the Supplier's sole expense.

10.8 The Supplier is entitled to two attempts to rectify any defaults and/or defects of its Scope of Work. After two unsuccessful Supplier attempt to rectify any defaults and/or defects ATN has the right, at its own discretion to:

- in whole or in part to withdraw from the Contract, and/or
- reduce the Order Price and/or
- receive compensation and/or
- correct the defect itself at the Supplier's sole expense.

The Supplier is not entitled to any further attempts to rectify any defaults and/or defects in its delivered Goods and/or Scope of Work.

10.9 At the sole discretion of ATN the defective Goods and/or Scope of Work will be made available to the Supplier either a) at the location where the defective Scope of Work is located or b) at its final Delivery destination. If a rectification of a defective Delivery of Goods and/or Scope of Work is not possible on the spot, the Supplier is obligated, at its own cost, to pick up the defective and return the rectified Scope of Work at the destination determined by ATN.

10.10 If a defect in the Scope of Work arises within six (6) months after ATN's Acceptance, it is agreed by the parties that the Scope of Work was already defective at the time of Acceptance by ATN and will be subject to remedy by the Supplier as outlined above.

10.11 The Warranty period shall be suspended for the time the Suppliers needs to remedy any defaults and defects in its Scope of Work.

10.12 The aforementioned terms shall also apply for Delayed Delivery. Timely Delivery shall be defined as the moment when the Scope of Work arrive at the destination defined by ATN.

10.13 The Supplier is responsible to ensure the availability of wear and spare parts for a period of at least 10 years, commencing after

- ATN's final written Acceptance of the fault-free Scope of Work, or
- 6 months of uninterrupted operation of the Scope of Work.

11. Ownership of Equipment & Information

11.1 All devices, materials, tools, drafts, drawings, models, samples, measurement and test specifications, printing templates and other deliveries („Equipment & Information“) that belong to ATN or the end customer and will be made available to the Supplier for the sole purpose to fulfill the Contractual Scope of Work, are and remain the sole Property of ATN and/or the end customer.

11.2 ATN exclusively owns the Rights to the Scope of Work and any further developments resulting from the use of the aforementioned Equipment & Information.

11.3 Equipment & Information that is manufactured/developed and Invoiced by the Supplier while fulfilling the Order become the Property of ATN at the time of their manufacture/development. Such Equipment & Information will be stored by the Supplier until ATN requests its handover.

11.4 The Supplier must use the aforementioned Equipment & Information exclusively for the Contractually agreed upon purpose. This Equipment & Information, as well as the products manufactured/developed derived from them, may not be used for other purposes, copied or given to third parties without the prior written consent of ATN. Upon ATN's request the Supplier must send this Equipment & Information, in good and functional condition, back to ATN.

11.5 Within fourteen (14) calendar days from the date of a Termination, expiration or completion of the Contract the Supplier must return the Equipment & Information to ATN.

11.6 The Supplier must return the aforementioned Equipment & Information to ATN in case they are no longer needed to fulfill the Scope of Work or, if ATN does not expressly leave it with the Supplier.

11.7 The Supplier must keep this Equipment & Information separate from its own Property and mark it as Property of ATN or of the end customer. Furthermore, the Supplier must keep this Equipment & Information secure and protected from unauthorized view and use.

11.8 The Supplier must provide evidence of adequate Insurance Coverage against normal risks (e.g. theft, fire, damage, unreasonable wear and tear, etc.) for the above-mentioned Equipment & Information.

11.9 Immediately upon receipt the Supplier must check all Equipment & Information and confirm in writing that this Equipment & Information were received in undamaged and Working condition.

12. Intellectual Property (IP) of Scope of Work, Property Rights

12.1 Unless otherwise agreed by the Parties in writing, the Supplier shall transfer all IP to ATN. ATN owns the Rights to all Intellectual Property (IP) that was created by the Supplier when creating the Scope of Work.

12.2 ATN shall exclusively own the geographically, temporally and content-wise unlimited usage Rights of the IP resulting from the creation of the Scope of Work. At its sole discretion, and without the consent of the Supplier, ATN has the right to expand, Transfer, revise, adapt, change, reproduce, market, commercialize such IP.

12.3 The Supplier shall ensure and be solely responsible and liable that the delivered Scope of Work or its use do not infringe on any industrial or any other third party Property Rights. If such third party Property Rights do exist, the Supplier shall hold harmless and compensate ATN for any and all resulting damages and claims, regardless of the Supplier's or ATN's knowledge of such existing third party Property Rights. Furthermore, the Supplier must hold ATN free and harmless from third-party Claims arising from third party Property Rights.

13. General Indemnity & Insurance Coverage

13.1 Supplier shall be liable for and shall indemnify and hold ATN harmless from any and all Claims made and asserted against ATN from a third party, resulting from a defective Scope of Work furnished by the Supplier. In case ATN is obligated to recall a Scope of Work furnished by the Supplier due to defects in the Scope of Work, the Supplier must pay all recall related cost at its sole expense.

In addition, the Supplier shall reimburse ATN for any and all incurred recall and third-party Claim-related costs and expenses, including any and all legal and court fees.

13.2 Supplier shall maintain a general commercial liability Insurance with a minimum Coverage of EUR 25 Million per Insurance case with a reputable Insurance company. Supplier shall provide ATN with a copy of the appropriate, valid and current Certificate of Insurance (COI) before entering into the Contract and without such request being made by ATN.

As long as there are no violations of statutory and legal Insurance regulations and obligations, the Supplier may suggest and discuss different Insurance limits with ATN. Under no circumstances can the liability Insurance Coverage be less than EUR 5 Million per Insurance case.

13.3 The Supplier shall name ATN, its executives, managers and employees as „Additional Insured“ on the COI.

13.4 Failure to furnish a copy of an updated COI to ATN or its end customers may result in the Supplier being denied access to the site. Any expenses and additional cost to the Supplier - including but not limited to potential overtime charges in Order to meet Contractual milestones and Delivery dates - resulting from a failure to furnish copies of an updated COI are the sole responsibility of the Supplier, and are free of charge to ATN.

14. Confidentiality & Data Protection

14.1 All Contract and Scope of Work Information are subject to Confidentiality. The Supplier shall

- treat all Contract-related Information as strictly Confidential,
- not pass on Contract-related Information to third parties,
- not copy Contract-related Information without proper authorization,
- use Contract-related Information exclusively for the purpose of fulfilling the Contract and
- store Contract-related Information securely and protected from unauthorized access and use.

Confidential Information is reserved exclusively for ATN and includes, but is not limited to, drawings, blueprints, layouts, schemes, descriptions, specifications, commercial details, etc.

14.2 Personal Data required for Contractual purpose may only be collected, processed and used for a specific Contractual purpose in accordance with the European Data Security Regulation (EU GDPR) and the German Federal Data Protection Act (BDSG).

15. Contract Termination, Contract Transfer & Assignment of Claims

15.1 ATN shall be entitled to terminate the Contract for cause in the event of the Supplier committing a material breach of Contract. In addition, ATN shall be entitled to terminate the Contract for Cause in the event of a significant deterioration – or threat of such deterioration – in Supplier's financial situation, which may jeopardize Supplier's fulfillment of its Contractual obligations and commitments to ATN. Upon a Termination for Cause by ATN, the Supplier shall hand over all Work results, including but not limited to:

- material,
- sub-assemblies,
- special devices and/or
- tools

and collect an agreed upon Price. If the Parties cannot determine a Price, ATN will pay the Supplier a fair market value.

15.2 Without prior written consent by ATN the Supplier may not Transfer, assign or delegate any Contractual Rights, obligations, demands or Scope of Work to any third party. Any attempt by the Supplier to assign part or the entire Scope of Work without the prior written consent of ATN shall be considered void, invalid and ineffective and constitutes a material breach of Contract, which can lead, at the sole discretion of ATN to an immediate Termination to the Supplier. An assignment to third parties approved in writing by ATN does not release the Supplier from his Contractual obligations.

15.3 In the event of a change in the Ownership structure of the Supplier – including any parent company – the Supplier must inform ATN immediately in writing about such change in Ownership. In such case ATN, at its sole discretion, shall be entitled to terminate the Contract immediately without prior notice.

16. Final Provisions

16.1 Applicable Law, Jurisdiction, Place of Performance

These GPTC, the Contract and all rights and obligations under this Contract shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. The application of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods, shall be excluded.

The exclusive and international place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Görlitz, Germany. This also applies if the Supplier does not have a general place of jurisdiction in Germany or if the registered office or habitual residence is not known at the time the action is brought. ATN is also entitled to sue at the locations of the Supplier's registered office.

Unless otherwise Contractually agreed, the place of performance is at ATN's registered office location in Oppach, Federal Republic of Germany.

16.2 Contract Loopholes (Severability Clause)

In case that individual provisions of these GPTC should – in whole or in part – be invalid or unenforceable, § 306 BGB (Section 306 of the German Civil Code) shall apply. In the event that these GPTC contain loopholes, those legally binding provisions shall be deemed agreed upon to fill such loopholes, which the parties would have agreed upon – in accordance with the economic objectives of the purpose of these GPTC – as if they had known about the loophole.

16.3 Effective Date

These GPTC are effective as of May 1st, 2023. Existing business, Contracts or Orders issued before this date will remain subject to the GPTC that were effective when the pertaining business, Contracts and Orders were issued and remain effective until they are completed.

16.4 Updates

ATN reserves the right to update its GPTC.

ATN encourages its Suppliers to check the ATN GPTC frequently at <https://atngmbh.com/en/terms-of-purchase-and-delivery/>.