

GENERAL TERMS AND CONDITIONS OF PURCHASE**1. Application**

- 1.1 These Conditions of Purchase shall apply to all business transactions between zwissTEX Germany GmbH (hereinafter: “**ZWISSTEX GERMANY**”) and the supplier, irrespective of whether the supplier supplies ZWISSTEX GERMANY with delivery items or other services ("Delivery Items" or "Delivery Item"), even if they are not referred to in subsequent contracts. Terms and conditions of the supplier that conflict with, supplement or deviate from these Conditions of Purchase shall not become part of the contract unless their application is expressly approved by ZWISSTEX GERMANY in writing. These Conditions of Purchase shall apply even if ZWISSTEX GERMANY receives a delivery from the supplier without reservations while being aware of the supplier's conflicting or deviating terms and conditions.
- 1.2 Agreements which supplement or deviate from these Conditions of Purchase and which are made between ZWISSTEX GERMANY and the supplier for the performance of a contract must be set out in writing in the contract. This shall also apply to the cancellation of this requirement of the written form.
- 1.3 Any rights beyond these Conditions of Purchase to which ZWISSTEX GERMANY is entitled by law shall remain unaffected.
- 1.4 ZWISSTEX GERMANY is authorised to place orders in the name and for the account of zwissTEX Mexico S. de R.L. de C.V. Such orders shall also be governed by these Conditions of Purchase. This does not affect the right of zwissTEX Mexico S. de R.L. de C.V. to place orders in its own name and for its own account.

2. Formation of contract and amendments

- 2.1 Unless otherwise agreed in writing, the supplier shall provide all offers and cost estimates free of charge.
- 2.2 Purchase orders, changes or additions to purchase orders and other agreements made at the time of conclusion of the contract shall not become binding until placed or made by ZWISSTEX GERMANY in writing or – if purchase orders are placed orally or by telephone– until duly confirmed in writing (unless otherwise stipulated in these General Terms and Conditions of Purchase, the text form of Section 126b BGB, German Civil Code, is sufficient for a written agreement or confirmation). Purchase orders that are generated using automatic devices and, therefore, do not contain a name and signature shall be deemed written purchase orders. If ZWISSTEX GERMANY does not respond to offers, requests or other declarations from the supplier, this shall only be deemed approval if an express written agreement to this effect has been made between ZWISSTEX GERMANY and the supplier.

To the extent that a purchase order contains obvious mistakes, misspellings or calculation errors, it shall not be binding upon ZWISSTEX GERMANY.

- 2.3 The supplier shall, without delay and in any case no later than three (3) working days after the receipt of the purchase order, issue an order confirmation in which the price and the delivery date are expressly stated. Should the order confirmation deviate from the purchase order, the deviations shall not be deemed agreed unless and until they are expressly confirmed by ZWISSTEX GERMANY in writing. The same shall apply to any subsequent changes to the contract. If ZWISSTEX GERMANY and the supplier have entered into a framework agreement concerning future deliveries, purchase orders (delivery call-offs) issued by ZWISSTEX GERMANY shall be binding if not objected to by the supplier within three (3) working days after they have been received; whereby the supplier may only object to the delivery call-off if they do not comply with the provisions of the framework agreement or other agreements of the parties. The supplier must ensure that requirements of Delivery Items specified by ZWISSTEX GERMANY are fulfilled at all times during the execution of a framework agreement or a purchase order.
- 2.4 A framework agreement concerning future deliveries may be concluded either expressly between the parties by agreement to a separate document or by ZWISSTEX GERMANY sending the supplier a delivery schedule with delivery call-offs for at least 6 months and the supplier commencing performance of the delivery call-offs without objection. A framework agreement concerning future deliveries shall apply for the period for which it was concluded; if no term has been agreed in the framework agreement, it shall apply at least for the period for which ZWISSTEX GERMANY has placed call-off orders with the supplier ("Initial Term"). The supplier shall not have an ordinary right of cancellation during the Initial Term. This Initial Term shall be automatically extended by respectively 6 months ("Extended Term") unless the Framework Agreement is terminated in writing by ZWISSTEX GERMANY or the supplier with 3 months' notice before the end of the Initial Term (or, in the case an automatic extension has already occurred, before the end of the Extended Term).
- 2.5 ZWISSTEX GERMANY may change its requirements or planned delivery call-offs under a framework agreement at any time based on actual demands of Delivery Items. The quantities stated by ZWISSTEX GERMANY in a framework agreement are not binding on ZWISSTEX GERMANY and are only used for planning the execution of the deliveries.
- 2.6 If ZWISSTEX GERMANY realises that deviations from the originally agreed specification or other deviations in the design of the Delivery Item become necessary, ZWISSTEX GERMANY may request the supplier to make a corresponding change. The supplier shall examine the requested change and inform ZWISSTEX GERMANY without delay, but at the latest within 10 days of receipt of the change request, of all relevant effects (e.g., changes to the production process, compliance with deadlines, changes to the supplier's costs) of the change on the performance of the contract. ZWISSTEX GERMANY and the supplier shall then jointly assess the effects and mutually agree on the implementation of the change.

Any changes to the Delivery Item, changes to the production site or other process changes by the supplier shall require ZWISSTEX GERMANY's prior written approval. If the supplier makes such changes without ZWISSTEX GERMANY's prior written consent, the supplier shall indemnify ZWISSTEX GERMANY against any resulting damage. ZWISSTEX GERMANY may make the granting of approval subject to the fulfilment of conditions (e.g., assumption of approval costs).

3. Delivery

- 3.1 The delivery must correspond to the purchase order in terms of execution, scope, and scheduling. The agreed delivery periods and delivery dates shall be binding. Delivery periods shall commence on the day the purchase order is issued.
- 3.2 Unless the parties have agreed otherwise, the supplier shall supply the Delivery Items DDP (Incoterms 2020) to the plant designated by ZWISSTEX GERMANY. The time of receipt of the Delivery Items by ZWISSTEX GERMANY shall be decisive in determining whether the delivery date or the delivery period has been met. If the delivery is not to be made DDP (Incoterms 2020) to the plant designated by ZWISSTEX GERMANY, the supplier shall make the Delivery Items available in a timely manner, taking into account the time needed for loading and shipment, as agreed with the forwarding agent.
- 3.3 If the supplier realises that the delivery period cannot be met, the supplier shall so advise ZWISSTEX GERMANY without delay in writing, stating the reasons for and the expected duration of the delay. In the event of a delay in delivery, ZWISSTEX GERMANY shall have the right to rescind the contract, regardless of whether or not there was any negligence or wilful misconduct on the part of the supplier. In the event of default of the supplier, ZWISSTEX GERMANY may demand liquidated damages in an amount equal to 0.5% of the net order value for each commenced week of delay, but not more than 5% of the net order value in total. This shall not affect any further claims of ZWISSTEX GERMANY. The loss caused by default that has to be compensated by the supplier shall be reduced by the liquidated damages paid. ZWISSTEX GERMANY's claim for delivery shall not cease to exist until the supplier has paid damages in lieu of the delivery at the request of ZWISSTEX GERMANY. ZWISSTEX GERMANY's acceptance of the late delivery shall not constitute a waiver of claims for damages.
- 3.4 Making a delivery before the agreed delivery date shall only be permitted with the prior written consent of ZWISSTEX GERMANY. ZWISSTEX GERMANY may return any Delivery Items that are delivered early at the supplier's expense or store them at the supplier's expense until the agreed delivery date.
- 3.5 Unless otherwise agreed, partial deliveries and deliveries of larger or smaller quantities shall not be permitted. ZWISSTEX GERMANY reserves the right to recognise such deliveries in individual cases and charge a handling fee of EUR 40.00 flat to the supplier's account for the additional expenses which are incurred as a result of the partial deliveries. The supplier may prove that ZWISSTEX GERMANY did not suffer any loss or that the loss actually suffered remains significantly below this amount.

3.6 The supplier shall notify ZWISSTEX GERMANY of any special deliveries outside the regularly agreed deliveries (e.g. replacement deliveries or late deliveries).

4. Transfer of risk and shipment

4.1 The supplier shall bear the risk of accidental loss or destruction of, or of an accidental deterioration in, the Delivery Items until ZWISSTEX GERMANY takes delivery of the Delivery Items (unless otherwise agreed, "free works" or DDP, as defined by Incoterms® 2020). If the supplier is obliged to carry out the set-up or assembly of the Delivery Items in ZWISSTEX GERMANY's business premises, the risk shall not pass to ZWISSTEX GERMANY until the Delivery Items have been put into operation.

4.2 Each delivery must be accompanied by a delivery note which contains the order and materials number, a list of the lots supplied, the designation of the Delivery Items, the quantities supplied and the weight. Any failure to comply with these documentation requirements shall constitute a material breach of contract by the supplier. The supplier must compensate ZWISSTEX GERMANY for any damage or loss that is suffered by ZWISSTEX GERMANY as a result of such failure.

4.3 The supplier must observe the rules stipulated by ZWISSTEX GERMANY for the shipment of Delivery Items. In addition, the Delivery Items must be packed in such a manner as to prevent damage in transit. Packaging materials may only be used to the extent required for this purpose. Only environmentally friendly, recyclable packaging materials may be used.

5. Prices and payment

5.1 The price stated in the purchase order shall be binding. Unless otherwise agreed in writing, all prices shall be "free works", duty paid (DDP, as defined by Incoterms® 2010), including packaging. All prices stated are net prices; statutory value-added tax shall be stated separately in the invoice, at the rate applicable at the time the invoice is issued.

5.2 The supplier's invoices must state the purchase order references (number and date of the purchase order, quantity and price), the number of each single item (lot), and the number of the delivery note. Otherwise, the invoices cannot be processed and, therefore, will be deemed not received. Copies of invoices shall be marked as duplicates.

5.3 Payment shall be made upon ZWISSTEX GERMANY taking delivery of the Delivery Items and receipt of the invoice within thirty (30) days with a 4% discount, within sixty (60) days with a 3% discount or within ninety (90) days net. Payment will be made subject to review of the invoice. If a shipment is defective, ZWISSTEX GERMANY may withhold payment in whole or in part until the supplier has properly performed its obligations, without ZWISSTEX GERMANY forfeiting its right to rebates, discounts or similar price reductions. To the extent that the supplier is obliged to provide materials tests, inspection reports, quality documents or other documents, the receipt of these documents shall be a further prerequisite for the acceptance of the Delivery Items.

The time allowed for payment shall not commence until all defects have been fully remedied. If Delivery Items are delivered early, the payment periods shall not commence before the agreed delivery date.

- 5.4 Ownership of the Delivery Items shall be transferred to ZWISSTEX GERMANY free of any encumbrances when the Delivery Items are paid for, at the latest. All payments shall be made to the supplier only. Extended or prolonged retention-of-title clauses shall not be permitted.
- 5.5 The supplier shall have no right to set its own claims off nor to exercise a right of retention against claims of ZWISSTEX GERMANY unless the supplier's claims have been established in a judgment that cannot be appealed against or are undisputed. Beyond that the supplier may only assert a right of retention if its own claims and the claims of ZWISSTEX GERMANY are based on the same contract.

6. Warranty and claims for defects

- 6.1 Unless otherwise agreed, the statutory warranty rights regarding material defects and defects of title shall apply.
- 6.2 The supplier warrants in any case that the Delivery Items supplied are state of the art and that they correspond to the agreed specifications, the applicable legal provisions and the regulations and guidelines issued by public authorities, employers' liability insurance associations and professional associations. The supplier must particularly comply with the EU Chemicals Regulation REACH and CLP. The supplier must inform ZWISSTEX GERMANY without delay in writing if the supplier has any concerns about the purchase order being performed as requested by ZWISSTEX GERMANY.
- 6.3 To the extent feasible in the proper course of business, ZWISSTEX GERMANY shall examine without delay after receipt of the Delivery in ZWISSTEX GERMANY's production location whether the Delivery Items received correspond to the purchase order in terms of quantity and type and whether any damage has been sustained in transit that can be identified externally.
- 6.4 If a defect is discovered during such examinations or at a later point in time, ZWISSTEX GERMANY shall, to the extent feasible in the proper course of business, so advise the supplier without delay, but latest within 5 working days after the discovery of the defect.
- 6.5 ZWISSTEX GERMANY's approval of drawings, calculations or other technical documents of the supplier shall not affect the supplier's responsibility for defects or the supplier's liability under any guarantee it has given.
- 6.6 If the Delivery Items contain defects, ZWISSTEX GERMANY may, without prejudice to its statutory claims for defects, demand that the supplier repair the defects or, at ZWISSTEX GERMANY's option, that the supplier deliver Delivery Items which are free from defects. The supplier shall bear all necessary expenses for the repair or replacement delivery.

If the supplier fails to fulfil its duty of subsequent performance within a reasonable period of time set by ZWISSTEX GERMANY, ZWISSTEX GERMANY may, without prejudice to its statutory warranty rights, carry out the subsequent performance itself or have it carried out by third parties at the supplier's expense. ZWISSTEX GERMANY may also carry out the subsequent fulfilment itself or have it carried out by third parties at the supplier's expense if immediate action is required and the supplier is unable or unwilling to act immediately.

- 6.7 Except in cases of fraudulent intent, claims for defects of ZWISSTEX GERMANY shall become time-barred within 4 years unless the item has been used for a building in accordance with its normal use and has caused such building to be defective, insofar the claims shall become time-barred after 5 years. The limitation period shall commence with the delivery of the Delivery Items to ZWISSTEX GERMANY.
- 6.8 If the supplier performs its obligation to take remedial action by making a replacement delivery, the limitation period shall commence anew for any Delivery Items supplied as a replacement after ZWISSTEX GERMANY has taken delivery of these Delivery Items.
- 6.9 Suppliers of Delivery Items for which replacement parts are needed shall be obliged to supply ZWISSTEX GERMANY upon expiry of the limitation period of the respective delivered Delivery Items for another 15 years with the required replacement parts, accessories and tools.

7. Product liability

- 7.1 The supplier shall be obliged to indemnify and hold ZWISSTEX GERMANY harmless from and against any and all third-party claims under German or foreign product liability law which are based on a defect of the delivered Delivery Items by the supplier if and to the extent that the supplier is responsible for the product defect and the damage suffered according to the principles of product liability law. This shall not affect any further claims of ZWISSTEX GERMANY.
- 7.2 In the cases set out in clause 7.1 above, the supplier shall bear all costs and expenses, including the cost of legal action, if any. In particular, the supplier shall reimburse ZWISSTEX GERMANY for any and all expenses which ZWISSTEX GERMANY incurs as a result of or in connection with any precautionary measures – in particular, product warnings, an exchange of products or product recalls – which ZWISSTEX GERMANY takes to avoid being held liable under product liability law. In respect of the statute of limitation of such claims, Secs. 195 et seq. of the German Civil Code (BGB) shall apply. Where possible and not unreasonable for ZWISSTEX GERMANY, ZWISSTEX GERMANY shall advise the supplier of the contents and scope of the measures to be taken and give the supplier the opportunity to comment thereon.
- 7.3 The supplier must appropriately insure against all risks arising from product liability, including the risk of product recalls, and shall present the insurance policy to ZWISSTEX GERMANY as evidence, if so requested. The supplier may not reduce the amount of the sum insured during the supply relationship with ZWISSTEX GERMANY.

8. Third-party property rights

- 8.1 The supplier warrants that the delivery and use of the Delivery Items do not infringe any patents, licences, rights in know-how, designs (or design rights), utility models, copyrights, trademarks or other third-party intellectual property rights (together "IP-Rights").
- 8.2 If, due to the delivery and use of the Delivery Items, ZWISSTEX GERMANY or ZWISSTEX GERMANY's customers are held liable by a third party for infringement of any such rights, the supplier shall be obliged to indemnify and hold ZWISSTEX GERMANY or ZWISSTEX GERMANY's customers harmless from and against these claims. This duty to indemnify shall apply to all costs and expenses which are incurred in connection with ZWISSTEX GERMANY or ZWISSTEX GERMANY's customers being held liable.
- 8.3 If the supplier has IP-Rights in the Delivery Items, the supplier shall grant ZWISSTEX GERMANY a non-exclusive, free, transferable, sub-licensable and irrevocable right to use these IP-Rights in order to be able to use the Delivery Item in whole or in part itself or through third parties in all types of use.
- 8.4 If ZWISSTEX GERMANY has commissioned and paid (be it by a separate payment or be it by amortization through the payment for the Delivery Items) for a development by the supplier for the contractual services, ZWISSTEX GERMANY shall obtain exclusive ownership of the development result including the IP-Rights therein. To the extent that ownership of the IP-Rights in question is not transferable, the supplier hereby grants ZWISSTEX GERMANY an exclusive, irrevocable, perpetual, royalty-free and fully paid-up, transferable, sublicensable (including multi-level) right to use those rights, unlimited in scope, time and territory. If ZWISSTEX GERMANY has not paid for the development result, ZWISSTEX GERMANY shall receive a right to use the IP-Rights embodied in the development result to the extent described in section 8.3.

9. Provision of items by ZWISSTEX GERMANY

- 9.1 ZWISSTEX GERMANY shall retain title to all samples, models, drawings, artworks, tools, and other items which ZWISSTEX GERMANY provides to the supplier for the manufacture of the Delivery Items ordered or for any other purpose. The supplier is obliged to use these items only for the manufacture of the Delivery Items ordered or as otherwise specified by ZWISSTEX GERMANY. The items may not be made available to third parties. The supplier must return the items to ZWISSTEX GERMANY unasked and without delay at its own expense if and when they are no longer needed.
- 9.2 Any processing or transformation by the supplier of the items provided shall be made on behalf of ZWISSTEX GERMANY. If such items are processed together with other items which do not belong to ZWISSTEX GERMANY, ZWISSTEX GERMANY shall acquire co-ownership of the new item in proportion to the ratio of the value of the item provided by ZWISSTEX GERMANY to the value of the other processed items at the time of processing.

- 9.3 The supplier is obliged to handle and store all items provided with due care. The supplier must insure the items provided at its own expense at replacement value against damage by fire, water, and theft. The supplier hereby assigns to ZWISSTEX GERMANY all claims for compensation arising from such insurance. ZWISSTEX GERMANY hereby accepts the assignment. The supplier is obliged to carry out all necessary maintenance and inspection work and all servicing and repair work with respect to the items provided in a timely manner at its own expense. The supplier must advise ZWISSTEX GERMANY without delay of any damage.
- 9.4 Delivery Items which the supplier manufactures in whole or in part according to ZWISSTEX GERMANY's specifications, or using the items provided by ZWISSTEX GERMANY, may be used by the supplier itself, or be offered, supplied, or otherwise made available to a third party, only with the prior written consent of ZWISSTEX GERMANY. This also applies to Delivery Items which ZWISSTEX GERMANY has legitimately refused to accept from the supplier.
- 9.5 The supplier must pay ZWISSTEX GERMANY a contract penalty in the amount of EUR 25,000.00 for each and any culpable violation of the requirements expressed in Section 9.1 and 9.4. This shall not affect any further claims of ZWISSTEX GERMANY. The contractual penalty will be credited on further claims for damages by ZWISSTEX GERMANY.

10. Force majeure

- 10.1 "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that the party affected by the impediment proves:
- a) that such impediment is beyond its reasonable control; and
 - b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and
 - c) that the effects of the impediment could not reasonably have been avoided or overcome by the affected party.
- 10.2 Provided that the requirements of Clause 10.1 are met, in particular the following events, which affect a party, may constitute a Force Majeure Event: (i) war (ii) civil war, riot, rebellion and revolution, military or other seizure of power, insurrection or acts of terrorism, (iii) currency and trade restrictions, embargo, sanctions; (iv) lawful or unlawful official acts, compliance with laws or government orders, expropriation, confiscation of works, nationalization; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, complete failure of information systems or power; (vii) labour unrest such as boycotts, strikes and occupation of occupation of factories and buildings.

10.3 A party that successfully invokes clause 10.1 shall be released from its obligation to perform its contractual obligations from the time when the impediment prevents it from performing its obligations under the contract, provided that this is notified immediately; it shall also be released from any liability for damages or from any other contractual remedy for breach of contract insofar these are based on the Force Majeure event. If the notice is not given immediately, the release shall take effect from the time the notice reaches the other party. If the effect of the impediment or event invoked is temporary, the consequences set out above shall only apply for as long as the impediment prevents the party concerned from performing the contract. In any case, the affected party is obliged to take all reasonable measures to avert the Force Majeure event as quickly as possible. During the force majeure event, ZWISSTEX GERMANY is entitled to obtain the Delivery Items or comparable products from other sources. If the Force Majeure event continues uninterrupted for more than 30 days, either party shall be entitled to terminate the contract in writing with immediate effect and without liability; the same applies if the force majeure event lasts longer than 80 days in total (including interruptions).

10.4 If the force majeure event lasts longer than 30 days (with or without interruption) or if ZWISSTEX GERMANY terminates the delivery contract due to the force majeure event, ZWISSTEX GERMANY may demand the surrender of all tools, documents, materials, etc. necessary for the manufacture of the Delivery Item in order to manufacture the Delivery Items itself or have them manufactured by third parties.

11. Confidentiality

Unless the parties have already concluded a separate confidentiality agreement, further after the expiry of the same, the following confidentiality rules shall apply: The supplier must treat all information about ZWISSTEX GERMANY that becomes available to the supplier and is designated as confidential or can be identified as a trade or business secret due to other circumstances as confidential for an unlimited period of time and, except where required for the delivery to be made to ZWISSTEX GERMANY, shall not record, disclose or exploit any such information. The supplier shall enter into adequate contractual agreements with the employees and agents working for it to ensure that they, too, refrain at least for the duration of the business relationship from any exploitation, disclosure or unauthorised recording of such trade and business secrets for their own purposes.

12. Export control and customs

The supplier is obliged to inform ZWISSTEX GERMANY in its business documents of any licences that may be required for (re-)exporting the supplier's Delivery Items pursuant to German, European and/or US-American export and customs regulations and/or the export and customs regulations of the country of origin of the supplier's Delivery Items. For this purpose, the supplier shall provide the following information in connection with the Delivery Items concerned at least in its offers, order confirmations and invoices:

- the export control list number pursuant to the Export Control List (*Ausfuhrliste*) that is an annex to the German Foreign Trade and Payments Ordinance (*Außenwirtschaftsverordnung*) or similar list numbers of any relevant export control lists;
- for US-American Delivery Items, the ECCN (Export Control Classification Number);
- the trade origin of its Delivery Items and of the components of its Delivery Items, including technology and software;
- whether the Delivery Items were transported across the USA, manufactured or stored in the USA, or manufactured using US-American technology;
- the statistical product code (HS Code) of its Delivery Items; and
- a contact person within its undertaking who can be contacted if ZWISSTEX GERMANY has any further questions.

At the request of ZWISSTEX GERMANY, the supplier is obliged to notify ZWISSTEX GERMANY in writing of all further foreign trade data in relation to its Delivery Items and their components and to additionally inform ZWISSTEX GERMANY without delay (and before delivering any of the Delivery Items concerned) in writing of all changes in the above data.

13. Compliance, Social responsibility and protection of the environment

13.1 The supplier undertakes to comply with all legal provisions applicable in the context of the business relationship with ZWISSTEX GERMANY. This includes, in particular, the legal provisions applicable at ZWISSTEX GERMANY's registered office, at the supplier's registered office and at the supplier's place of production.

13.2 The supplier undertakes to comply with the respective regulations on how to deal with employees, the protection of the environment, and safety at work and to work towards reducing the long-term effects of its activities on human beings and the environment. Regarding labor law obligations, however, the supplier must at least guarantee a level of protection that corresponds to industry standards and the conventions of the International Labor Organization (ILO conventions). If the supplier uses hazardous substances in its delivery items or packaging or for their manufacture, it must comply with the necessary safety measures and regulations, in particular the REACH and CLP EU-regulations. To be compliant with environmental requirements, the supplier shall implement an environmental management system according to ISO 14001 and further develop such system, as far as possible. Furthermore, the supplier shall observe the principles of the Global Compact initiative of the United Nations. These principles essentially concern the protection of international human rights, the right to collective bargaining, the elimination of forced and compulsory labour and the abolition of child labour, the elimination of discrimination in employment and occupation, environmental responsibility and the prevention of corruption. Further information about the UN Global Compact initiative is available at www.unglobalcompact.org.

13.3 If ZWISSTEX GERMANY is obliged by its customer to implement human rights and environmental standards and measures in its own company and its further supply chain (e.g. to implement the obligations arising from the German Act on Corporate Due Diligence Obligations in Supply Chains), the supplier undertakes to implement these measures in its own company and to check their implementation in its supply chain.

13.4 ZWISSTEX GERMANY is entitled to review the implementation of the obligations set out in this section 13 by conducting regular audits on the supplier's premises. If necessary, the supplier shall ensure that its subcontractors also grant ZWISSTEX GERMANY such a right to audit.

14. Quality Management

Unless otherwise agreed, the following shall apply to the establishment of quality management systems: The supplier shall set up a quality management system with appropriate certification that meets at least the requirements of ISO 9001. If the supplier supplies ZWISSTEX GERMANY in the automotive industry, it must also set up a quality management system with IATF 16949 certification. ZWISSTEX GERMANY has the right to demand proof of certification and, if necessary, to inspect the implementation of the management system on the supplier's premises.

15. Data Protection and Information-Security

15.1 The supplier undertakes to comply with the data protection provisions of the GDPR (EU General Data Protection Regulation) and not to process ZWISSTEX GERMANY's personal data without authorization. Outside the purpose of the respective business relationship the supplier may not collect, process, disclose, make accessible or otherwise use any personal data of which it becomes aware.

15.2 The supplier undertakes to comply with the applicable information protection requirements at ZWISSTEX GERMANY's site. This includes, among other things, refraining from taking photographs and filming without ZWISSTEX GERMANY's permission. Furthermore, the regulations on the handling of access cards, keys and passwords and the handling of information received must also be observed.

15.3 The supplier shall ensure that it implements and maintains appropriate technical and organizational protective measures for the proper security of all information or data of ZWISSTEX GERMANY. In particular, the supplier shall ensure that its information systems do not contain any harmful software or code (such as viruses, malware or Trojan horses) that could damage ZWISSTEX GERMANY's data and/or information technology systems.

15.4 Depending on the nature and need for protection of the data in connection with the manufacture and delivery of the Delivery Items, ZWISSTEX GERMANY is entitled to demand appropriate protective measures and evidence of the adequacy of the level of information security at the supplier's facilities (e.g. in the form of ISO 27001 certification or comparable certification).

15.5 The Supplier undertakes to inform all persons involved in the performance of the contract (employees, subcontractors, etc.) of the requirements of this Clause 15 and to oblige them to comply with these requirements.

16. Governing law/place of jurisdiction

16.1 The legal relations between the supplier and ZWISSTEX GERMANY shall be governed by the laws of the Federal Republic of Germany excluding the provisions of international private law and the UN Convention on Contracts for the International Sale of Delivery Items (CISG). Delivery Items

16.2 The exclusive place of jurisdiction for all national business relations with businesspersons and legal persons under public law shall be ZWISSTEX GERMANY's registered office in Gerstetten, Germany. However, ZWISSTEX GERMANY shall additionally have the right to sue the supplier at the supplier's registered office or at any other permissible place of jurisdiction.

16.3 In international, cross-border business transactions, the following regulations apply for the place of jurisdiction:

16.4 The exclusive place of jurisdiction for all disputes arising out of or in connection with the business relationship of ZWISSTEX Germany and the supplier shall be Gerstetten, Germany. However, ZWISSTEX GERMANY shall additionally have the right to sue the supplier at the supplier's registered office or at any other permissible place of jurisdiction. Alternatively, ZWISSTEX GERMANY shall be entitled to bring an action before an arbitral tribunal in accordance with the following provisions in order to pursue all its claims arising out of or in connection with the business relationship, unless the supplier has already brought an action before the ordinary courts in respect of the same subject matter of the dispute.

16.5 Should ZWISSTEX GERMANY decide to turn to an arbitration tribunal, the dispute shall be finally decided in accordance with the Arbitration Rules of the German Institution of Arbitration (*Deutsche Institution für Schiedsgerichtsbarkeit e.V. (DIS)*). The decision of the arbitration tribunal shall be binding on the parties. The DIS Arbitration Rules are available in German, English, French, Spanish, Chinese, Russian and Turkish, amongst other languages, at <http://www.dis-arb.de/de/16/regeln/uebersicht-id0>.

16.6 The arbitral tribunal shall consist of three arbitrators. Unless otherwise agreed between the parties, at least one of the individual arbitrators must have studied law and completed such studies successfully. The arbitrators must be in command of the language of the arbitral proceedings.

16.7 The language of the arbitral proceedings shall be German unless the parties agree on another language for the arbitral proceedings.

16.8 The place of arbitration shall be Gerstetten, Germany.

17. Miscellaneous

17.1 Any transfer or assignment of rights and obligations of the supplier to third parties shall require the written consent of ZWISSTEX GERMANY. If the supplier engages third parties in order to fulfil its contractual obligations towards ZWISSTEX GERMANY, these third parties shall be deemed to be its vicarious agents.

17.2 The language of the contract shall be German.

17.3 The place of performance for all obligations that are to be performed by the supplier and by ZWISSTEX GERMANY shall be ZWISSTEX GERMANY's registered office.

17.4 These General Terms and Conditions of Purchase are written in German and English. The German-language version of these Conditions of Purchase shall be authoritative in case of questions of interpretation.