

General Terms and Conditions of Purchase – Amphenol-Air LB GmbH

§ 1 Scope of Application

- 1.1 These general terms and conditions of purchase shall apply to all business transactions between Amphenol-Air LB GmbH and the supplier, even if they are not mentioned in subsequent contracts.
- 1.2 Any conflicting, additional or deviating terms and conditions of the supplier shall not form part of the contract, unless Amphenol-Air LB GmbH explicitly consents to their validity in writing. These general terms and conditions of purchase shall even apply if Amphenol-Air LB GmbH unreservedly accepts deliveries or other services despite being fully aware of the supplier's conflicting or deviating conditions.
- 1.3 Any individual agreements made with the supplier (including any side agreements, additions and amendments) shall take precedence over these general terms and conditions of purchase in each case. Subject to evidence to the contrary, the content of such agreements shall be documented in writing or confirmed in writing by Amphenol-Air LB GmbH. Any legally relevant declarations and notifications to be submitted by the supplier (e.g. set deadlines, reminders, termination or withdrawal from the contract) must be made in writing. The same applies to the cancellation of this written form requirement.
- 1.4 Amphenol-Air LB GmbH reserves further statutory rights beyond these general terms and conditions of purchase.

§ 2 Orders

- 2.1 Unless otherwise agreed in writing, all offers and cost estimates must be submitted by the supplier free of charge.
- 2.2 An order and any amendments or additions, as well as any other agreements made when the contract is concluded, shall only become binding when issued in writing by Amphenol-Air LB GmbH. If an order is placed by automated means, it shall be deemed to have been issued in writing even if the signature and name are missing. If Amphenol-Air LB GmbH does not respond to offers, requests or other declarations made by the supplier, this shall only be deemed consent if this has been explicitly agreed in writing. If an order contains obvious errors, spelling mistakes or miscalculations, it shall not be binding for Amphenol-Air LB GmbH.
- 2.3 The supplier must accept orders immediately – and within no more than ten (10) working days – and issue an order confirmation to confirm the price and delivery date. If Amphenol-Air LB GmbH does not receive an order confirmation in good time, it shall be entitled to cancel the order free of charge. Any discrepancies between the order confirmation and the order shall only be deemed to have been agreed when explicitly confirmed in writing by Amphenol-Air LB GmbH. If Amphenol-Air LB GmbH has concluded a general agreement with the supplier for future deliveries, an order (delivery request) placed by Amphenol-Air LB GmbH shall be binding if the supplier does not raise an objection within three (3) working days of receipt.
- 2.4 The supplier must indicate the order number on all documents, particularly on order acceptance forms, invoices, shipping documents, delivery notes, test reports, evidence and certificates. The supplier shall be

held responsible for any consequences resulting from its failure to honour this obligation (e.g. delays, mismanagement, returns).

- 2.5 Amphenol-Air LB GmbH reserves ownership and copyrights to illustrations, drawings, calculations and other documents. They must be used exclusively for production purposes based on the order placed by Amphenol-Air LB GmbH. Once the order has been finalised, they must be immediately returned to Amphenol-Air LB GmbH without the need for a specific request.

§ 3 **Delivery**

- 3.1 The quality, quantity and division of the delivered goods must match the details specified in the order. The delivery and service dates or deadlines specified in contracts shall only be binding if they are explicitly described as such. The delivery dates and deadlines specified by Amphenol-Air LB GmbH in orders shall be binding. If the supplier is obliged to deliver certificates of origin, RoHS declarations of conformity or other agreed certificates in addition to the goods (hereinafter referred to collectively as “**documents**”), they must be delivered with the goods by the agreed date. The provision of such documents shall form an integral part of each contract.
- 3.2 The timeliness of a delivery shall be determined according to the date on which the goods are received at the agreed location. If no specific location has been agreed, the place of delivery shall be the headquarters of Amphenol-Air LB GmbH. Unless the agreed form of delivery is DAO or DDP, as stipulated in the Incoterms® 2020, the supplier must make the goods available for collection in good time, taking into account the loading and shipping time to be agreed with the carrier. If an order placed by Amphenol-Air LB GmbH makes reference to Incoterms clauses, the current version of the Incoterms® 2020 shall be included in the contract. If the goods contained in an order are worth over EUR 25,000.00, the content of the order must be divided into several individual packages. The value of the goods in each packaging unit must not exceed EUR 25,000.00.
- 3.3 If the supplier realises the delivery deadline cannot be met, it must notify Amphenol-Air LB GmbH immediately in writing, stating the reasons and the expected duration of the delay. If a delivery is delayed, Amphenol-Air LB GmbH shall be entitled to withdraw from the contract in accordance with the statutory provisions. If the supplier falls behind with a delivery, Amphenol-Air LB GmbH shall be entitled to demand a contractual penalty amounting to 0.5% of the net order value for each week of delay, or part thereof, but no more than 5% of the net order value. However, Amphenol-Air LB GmbH reserves the right to assert further legal claims for damages. The contractual penalty shall be deducted from any damages owed by the supplier as a result of the delay. If a late delivery is accepted, this shall not mean that Amphenol-Air LB GmbH is waiving its claims for damages.
- 3.4 A delivery may only be made before the agreed date with the prior written consent of Amphenol-Air LB GmbH. Amphenol-Air LB GmbH shall be entitled to return prematurely delivered goods at the supplier's

expense or store them at the supplier's expense until the agreed delivery date. Even if the goods are accepted prematurely, the due date of the supplier's payment claims shall depend on the originally agreed delivery date.

- 3.5 Unless otherwise agreed, the supplier shall not be permitted to make partial, excess or short deliveries. Amphenol-Air LB GmbH reserves the right to acknowledge such deliveries in each case and to charge the supplier EUR 40.00 as a processing fee for the additional outlay resulting from the partial deliveries. The supplier shall be entitled to prove that Amphenol-Air LB GmbH has incurred significantly less or no damage.

§ 4 Transfer of Risk and Shipping

- 4.1 The supplier shall bear the risk of the accidental loss or deterioration of the goods until they are accepted by Amphenol-Air LB GmbH (DDP under the Incoterms® 2020). If Amphenol-Air LB GmbH assumes the transport risk in a specific contract, the supplier shall not be obliged to take out transport insurance.

- 4.2 Each delivery must be accompanied by a delivery note, indicating the date (of issue and dispatch), the order and material number, a list of delivered batches, a description of the goods, the delivery quantity and the weight. If these documentation requirements are not met, the supplier shall be deemed to have committed a fundamental breach of contract. Any damage subsequently incurred by Amphenol-Air LB GmbH must be compensated by the supplier, unless the supplier is not responsible for the breach of duty. If a delivery note is missing or incomplete, Amphenol-Air LB GmbH shall not be held responsible for any subsequent delay in processing and payment.

- 4.3 The supplier must observe the shipping requirements of Amphenol-Air LB GmbH. In addition, the goods must be packed in a way that prevents transport damage. The packaging materials must only be used to the necessary extent for this. All packaging materials must be environmentally friendly and recyclable. Amphenol-Air LB GmbH shall be entitled to return the packaging material to the supplier at the latter's expense and risk.

§ 5 Prices and Payment

- 5.1 The price indicated in each order shall be binding. Unless otherwise agreed in writing, the prices shall be "DDP", as defined in the Incoterms® 2020, including packaging. All indicated prices shall be net prices; the statutory rate of value-added tax shall be shown separately at the time of invoicing.

- 5.2 Each invoice issued by the supplier must contain the order reference (order number, order date, quantity and price), the number of each individual item and the delivery note number. If the supplier fails to include this information, the invoices shall be deemed not to have been received due to the inability to process them. All invoice duplicates must be marked as such.

- 5.3 An invoice shall be issued, at the earliest, when the product is delivered with all contractually relevant documents or, if a formal acceptance procedure is to take place, when the service is accepted. In the case of services that do not consist of a delivered product and do not require a formal acceptance procedure, an invoice shall be issued, at the earliest, when the service is provided. All invoices shall be sent separately by

post or, if so requested by Amphenol-Air LB GmbH, by electronic means; they must not be enclosed with the goods.

- 5.4 The content and order of invoice items must match those indicated in the respective order; the order number, item number and quantity must be indicated for each item. Any additional products and services must be listed separately in the invoice with reference to the relevant previous written order.
- 5.5 Once the goods have been accepted and the invoice has been received, payment shall be made within fourteen (14) days with a discount of two percent (2%) or within thirty (30) days in full. The payment of each invoice shall be subject to the verification of its contents. If defects are found in delivered items, Amphenol-Air LB GmbH shall be entitled to withhold remuneration amounting to three times the costs required to repair the defect until the proper fulfilment of the contract without forfeiting discounts or similar reductions. The payment window shall begin once the defects have been fully repaired. If the goods are delivered ahead of schedule, the payment window shall only begin on the originally agreed delivery date. If material tests, test reports, quality documents or other documents are to be provided by the supplier, the goods shall only be deemed to have been accepted once these documents have been received.
- 5.6 If Amphenol-Air LB GmbH is aware that the delivered goods or services are defective when making payment, the settlement of the invoice shall not constitute a waiver of its claims for defects.
- 5.7 The goods shall become the unencumbered property of Amphenol-Air LB GmbH, at the latest, when payment is made. All payments shall be made exclusively to the supplier. The supplier shall only be entitled to offset claims against its undisputed, acknowledged or legally established counterclaims. The supplier may only assert a right of retention if its counterclaim is based on the same contractual relationship. Amphenol-Air LB GmbH shall be entitled to offset the supplier's claims against counterclaims held by companies affiliated with Amphenol-Air LB GmbH.
- 5.8 If the supplier generally reduces its prices for the items or services to be delivered up to the day of the delivery or service after an order has been confirmed, the originally agreed prices shall be replaced by the reduced prices valid at the time the delivery or service is provided.
- 5.9 The supplier shall not be entitled to assign its claims held against Amphenol-Air LB GmbH to third parties – or have such claims collected by third parties – without the prior written consent of Amphenol-Air LB GmbH, which may only be refused for good reason. If the supplier receives goods from its own suppliers which are subject to a prolonged retention of title, the consent mentioned in the previous sentence shall be deemed to have been given. If the supplier violates the provisions stipulated in the first sentence by assigning its claims to a third party without the consent of Amphenol-Air LB GmbH, the assignment shall still be effective. However, Amphenol-Air LB GmbH may discharge its obligations by making payment to the supplier or the third party at its own discretion.

§ 6 Assignment to Third Parties

- 6.1 The supplier must not assign all or part of its obligations under the contract to third parties (e.g. subcontractors) – or have its work and services performed by third parties – without the prior written consent of Amphenol-Air LB GmbH. This also applies to any services that fall outside the supplier's area of expertise.

Similarly, subcontractors must not assign any tasks to other third parties without the prior written consent of Amphenol-Air LB GmbH. The “affiliated enterprises” of the supplier, as defined in Section 15 *et seq.* of the German Stock Corporation Act (AktG), shall also be regarded as third parties (subcontractors).

- 6.2 Amphenol-Air LB GmbH shall give its consent, unless it has an objective reason for refusing to do so. Even if Amphenol-Air LB GmbH gives its consent, the supplier shall not be released from its contractual obligations towards Amphenol-Air LB GmbH.
- 6.3 The supplier must carefully select its subcontractors and, before commissioning them, make sure they will be able to perform all duties assumed by the supplier under its agreement with Amphenol-Air LB GmbH.
- 6.4 When drawing up contracts with subcontractors, the supplier must oblige them to provide information about the approvals currently required from official authorities, as well as certificates and reporting obligations (e.g. information to be provided to the tax office, social security bodies or employers’ liability insurance associations) and, if necessary, work permits and to submit such documents to Amphenol-Air LB GmbH upon request.
- 6.5 The supplier must not stop subcontractors from concluding contracts with Amphenol-Air LB GmbH for other products and/or services. In particular, the supplier shall not be permitted to conclude any exclusivity agreements with third parties that might prevent Amphenol-Air LB GmbH or subcontractors from procuring any products / services required to process such orders.
- 6.6 All obligations assumed by the supplier towards Amphenol-Air LB GmbH must be imposed on subcontractors with regard to the tasks they take on and the supplier must ensure compliance with such obligations.
- 6.7 If the supplier hires subcontractors without the prior written consent of Amphenol-Air LB GmbH, as stipulated in Section 6.1, or if the supplier violates the obligations specified in Section 6.3, Section 6.4 or Section 6.6, Amphenol-Air LB GmbH shall be entitled to withdraw from all or part of the contract. If the supplier is responsible for the breach of duty, Amphenol-Air LB GmbH may also demand compensation instead of receiving the services.

§ 7 Quality of Products and Services

- 7.1 The supplier must ensure that all items delivered and all services provided reflect the current state of the art and comply with the relevant legal provisions (including, but not limited to, the applicable requirements for technical security, occupational safety, health and safety, accident prevention, environmental protection and fire safety) and the regulations and guidelines of public authorities, employers’ liability insurance associations and professional associations. This shall apply accordingly to the supplier’s compliance with specifications, technical data and quality standards that determine the desired quality of the services to be provided by the supplier, as indicated by Amphenol-Air LB GmbH in its orders, drawings and/or delivery instructions. If Amphenol-Air LB GmbH does not make any other agreements with the supplier regarding the desired quality of the products or services, the minimum specifications shall be determined by the product information provided by the supplier (e.g. in catalogues) and other information provided by the supplier regarding the services to be provided. Irrespective of the above, the supplier shall be responsible for ensuring that the

products or services to be provided are suitable for the contractually agreed or customary use and that they have the qualities expected of such items.

- 7.2 If deviations from the applicable agreements or regulations are necessary in a particular case, the supplier must obtain the prior written consent of Amphenol-Air LB GmbH. This consent shall have no bearing on the supplier's warranty obligations. If the supplier has concerns about the design requested by Amphenol-Air LB GmbH, the supplier must immediately inform Amphenol-Air LB GmbH in writing. This also applies to any improvements or changes proposed by the supplier with regard to the products or services requested by Amphenol-Air LB GmbH.
- 7.3 If Amphenol-Air LB GmbH has approved an initial sample of a specific product, the supplier shall guarantee that each delivered product of that type fully matches the sample approved by Amphenol-Air LB GmbH.
- 7.4 The supplier must refrain from using (presumably) counterfeit parts and from integrating such in the products delivered to Amphenol-Air LB GmbH. The supplier must also impose this obligation on its subcontractors and its own suppliers.
- 7.5 The supplier must use a suitable quality management system with the necessary features and ensure that the goods meet the technical specifications indicated by Amphenol-Air LB GmbH. The supplier agrees to keep records of its quality testing, documenting how and when its goods have been tested and indicating the results of such tests. Unless otherwise specified, all test results, measurements and inspection reports must be archived for ten (10) years.
- 7.6 Amphenol-Air LB GmbH shall be entitled to access all documents containing test results, measurements and inspection reports at any time and to make copies of such. If authorities or the contractual partners of Amphenol-Air LB GmbH ask to inspect the supplier's production processes and test documents to check whether the supplier is fulfilling certain requirements, the supplier shall grant Amphenol-Air LB GmbH or the authority or the customers of Amphenol-Air LB GmbH the same rights within its company and shall provide the necessary support.
- 7.7 The supplier agrees to provide Amphenol-Air LB GmbH with initial sample test reports for parts based on technical drawings – without being asked to do so – in the following cases: before the first series delivery; before the first series delivery after a product change; before the first series delivery from a new production site; before the first series delivery after the introduction of new machinery; when processes are changed; and when restarting after a complaint or a three-year break in production.
- 7.8 If necessary, the delivery must also contain evidence to inform the safety adviser for the transport of dangerous goods as to how the goods are to be classified, packaged, labelled and declared.
- 7.9 The supplier must impose the same obligations on its subcontractors.

- 7.10 The energy-related performance is one of the evaluation criteria in the procurement of energy-using products, facilities and services that have an effect on the essential energy input

§ 8 Claims for Defects and Warranty Claims

- 8.1 Unless otherwise agreed, the statutory warranty rights shall apply.
- 8.2 If a contractual or official inspection and acceptance procedure is planned, the resulting inspection costs shall be borne by the supplier. The supplier must announce the inspection date at least two weeks in advance.
- 8.3 As soon as Amphenol-Air LB GmbH has accepted the goods, and provided this is feasible within its ordinary course of business, it shall make sure the goods have been delivered in the right type and quantity, as specified in the order, and check for any externally visible transport damage.
- 8.4 If any defects become apparent during these checks or at a later date, Amphenol-Air LB GmbH shall report them to the supplier immediately, provided this is feasible within its ordinary course of business; obvious defects must be reported within three (3) working days of such checks and hidden defects must be reported within three (3) days of their discovery.
- 8.5 Even if Amphenol-Air LB GmbH approves drawings, calculations or other technical documents provided by the supplier, the latter shall remain liable for defects and responsible for any guarantees assumed.
- 8.6 If defects are found in the goods, Amphenol-Air LB GmbH shall be entitled to ask the supplier to rectify the issue by repairing defects or delivering a faultless replacement; Amphenol-Air LB GmbH may choose the means of rectifying the issue at its own discretion and this shall not affect its statutory claims for defects. Any necessary expenses incurred to rectify the issue shall be borne by the supplier.
- 8.7 All claims for defects – except in cases of malicious intent – shall expire after three years, unless the goods are used to make a structure in accordance with their normal use and thereby cause structural defects. This limitation period shall commence once the contractually agreed goods have been accepted by Amphenol-Air LB GmbH (transfer of risk).
- 8.8 If the supplier fulfils its obligation to rectify the issue by delivering a replacement, the limitation period for claims relating to the replacement goods shall start afresh once they have been accepted.
- 8.9 If the supplier provides goods that require spare parts, it must provide Amphenol-Air LB GmbH with the necessary spare parts, accessories and tools for a period of ten more years once the limitation period has expired.
- 8.10 If a specific delivery time is indicated in an order, Amphenol-Air LB GmbH cannot be reasonably expected to request the rectification of the issue. In such cases, Amphenol-Air LB GmbH shall be entitled to procure

replacements for defective goods from third parties and ask the supplier to reimburse the resulting additional costs.

§ 9 **Product Liability**

- 9.1 The supplier must release Amphenol-Air LB GmbH from its liability towards third parties and, as soon as the supplier is instructed to do so, it must indemnify Amphenol-Air LB GmbH against any claims asserted by third parties due to the production, delivery or use of the delivered goods. The supplier must also reimburse Amphenol-Air LB GmbH for any payments made to settle justified claims. This indemnification and reimbursement obligation shall not apply if the underlying circumstances of the claim are demonstrably based on the grossly negligent or intentional actions of Amphenol-Air LB GmbH or its employees, representatives, vicarious agents or affiliates. The supplier must immediately inform Amphenol-Air LB GmbH about any lawsuits or claims brought against the supplier and provide all the relevant documents upon request. Amphenol-Air LB GmbH reserves the right to assert further claims.
- 9.2 In the cases described in Section 9.1, the supplier shall bear all costs and expenses, including the costs of any legal action. In particular, the supplier must reimburse Amphenol-Air LB GmbH for any expenses related to preventive measures taken by Amphenol-Air LB GmbH to protect itself against product liability claims, particularly any warning, replacement or recall campaigns, provided such actions are caused by a defective product provided by the supplier. The costs and expenses to be reimbursed shall also include the costs of any precautionary recall campaigns deemed appropriate by Amphenol-Air LB GmbH at its own discretion to protect its customers or external third parties. The supplier must also reimburse Amphenol-Air LB GmbH for such recall campaigns at the end of the warranty period if Amphenol-Air LB GmbH carries out the recall campaign to comply with an official order or avert danger to the life and limb of product users or external third parties. Amphenol-Air LB GmbH shall inform the supplier about the content and scope of the measures to be taken – provided this is feasible and reasonable – and give the supplier opportunity to comment.
- 9.3 If a third party legitimately claims damages from Amphenol-Air LB GmbH due to a defect in the products delivered by the supplier, the supplier must fulfil its obligations detailed in Section 9.1 and actively help to defend Amphenol-Air LB GmbH against such claims. For this purpose, the supplier must store all documents and records related to the delivery for at least fifteen (15) years after Amphenol-Air LB GmbH receives a delivery and it must make such documents and records available to Amphenol-Air LB GmbH upon first request.
- 9.4 If the supplier becomes aware of a mistake or discovers a defect that could constitute serial damage, the supplier must inform Amphenol-Air LB GmbH immediately. The term “serial damage” is particularly used to refer to a situation where several products have the same defect or are defective due to the same cause. In the event of serial damage, the supplier’s indemnification and reimbursement obligations, as described in Sections 9.1 to 9.3 above, shall apply to each separate case of damage. A limitation of liability for serial damage shall not be agreed.
- 9.5 The supplier must take out insurance to cover all product liability risks – with a minimum coverage of EUR 2,500,000.00 for each case of personal injury, property damage and/or financial damage – at its own ex-

pense and must submit the relevant insurance policy to Amphenol-Air LB GmbH upon request. The preceding sentence does not apply to the “aviation” and “military” segments. In such segments, the supplier must take out product liability insurance with a minimum coverage of EUR 5,000,000.00 for each case of personal injury, property damage and/or financial damage and must submit the relevant insurance policy to Amphenol-Air LB GmbH upon request. The insurance coverage must be maintained for at least 2 years following the last delivery to Amphenol-Air LB GmbH. As the delivered parts may be integrated in aircraft and spacecraft, the supplier is hereby explicitly informed that a separate liability insurance policy may have to be taken out for this segment.

§ 10 Rights of Use and Third-Party Rights

- 10.1 If software is included in the product or service, and unless otherwise explicitly agreed in writing, the supplier shall grant Amphenol-Air LB GmbH at least one non-exclusive, transferable licence (without limitation to any specific content, time or place), thereby enabling the supplier to use the software, associated documentation, updates, upgrades and other developments. Amphenol-Air LB GmbH shall be entitled to grant sub-licences, provided the supplier’s copyright is respected.
- 10.2 If licence fees are incurred for the contractual use of the delivered item in connection or conjunction with other items, these shall be borne by the supplier.
- 10.3 The supplier shall guarantee that the delivered items are free from third-party rights and that no patents or other property rights of third parties within the Federal Republic of Germany or the European Union will be violated by the delivery or contractually agreed use of the items (including in connection or conjunction with other items).
- 10.4 If patents or other property rights of third parties are violated by the supplier’s product or service, the supplier shall be obliged to rectify the violation by acquiring the rights, modifying the delivered item or delivering a modified item, provided this is reasonable for Amphenol-Air LB GmbH.
- 10.5 Notwithstanding the provisions set forth in Section 10.4 above, the supplier shall be obliged to indemnify Amphenol-Air LB GmbH against any claims asserted by third parties due to the violation of patents or other property rights; all costs and expenses subsequently incurred by Amphenol-Air LB GmbH shall be borne by the supplier. This obligation shall not apply if Amphenol-Air LB GmbH makes agreements with the third party relating to its claims without the supplier’s consent, particularly by concluding a settlement, or if the supplier is not responsible for the violation of property rights. The supplier must immediately provide Amphenol-Air LB GmbH with all the information and documents required for its legal defence, free of charge, provided this

can be reasonably expected of the supplier. In addition, the supplier must help to defend Amphenol-Air LB GmbH against the claims to the best of its ability upon request.

- 10.6 The provisions stipulated in Sections 10.2 to 10.5 shall also apply accordingly to other countries, provided the supplier is aware the items will be shipped to such countries when concluding the contract with Amphenol-Air LB GmbH.

§ 11 Retention of Title and Material Supplies

- 11.1 The supplier may not assert an extended or prolonged retention of title.
- 11.2 Amphenol-Air LB GmbH reserves ownership of any samples, models, drawings, templates, tools and other items that are provided to the supplier to produce the ordered goods or for other reasons. The supplier shall be obliged to use such items exclusively for the purpose of producing the ordered goods or in accordance with the other specifications of Amphenol-Air LB GmbH. Such items must not be made accessible to third parties. The supplier must return the items to Amphenol-Air LB GmbH at its own expense, without being asked to do so, as soon as they are no longer required for the purpose for which they were originally provided.
- 11.3 If such items are processed or remodelled by the supplier, this processing or remodelling shall be carried out on behalf of Amphenol-Air LB GmbH. If such items are combined with other items that do not belong to Amphenol-Air LB GmbH, Amphenol-Air LB GmbH shall acquire co-ownership of the new item in the ratio of the value of the item belonging to Amphenol-Air LB GmbH to the value of the other processed items at the time of processing.
- 11.4 The supplier must handle and store such items with care. The supplier must insure such items against fire, water damage and theft at its own expense; the insurance must cover the replacement value of such items. The supplier hereby assigns any compensation claims arising within the scope of the insurance policy to Amphenol-Air LB GmbH. Amphenol-Air LB GmbH hereby accepts the assignment. The supplier must carry out the necessary maintenance, inspection and repair work on such items at its own expense. The supplier must immediately report any damage to Amphenol-Air LB GmbH.
- 11.5 Any goods that the supplier manufactures wholly or partially according to specifications provided by Amphenol-Air LB GmbH – or using items provided by Amphenol-Air LB GmbH – may only be used by the supplier itself or offered, delivered or otherwise made available to third parties with the prior written consent of Amphenol-Air LB GmbH. This also applies to goods that Amphenol-Air LB GmbH has legitimately refused to accept from the supplier.
- 11.6 Amphenol-Air LB GmbH reserves the right to assert further claims for damages; the contractual penalty shall be deducted from any such claims for damages asserted by Amphenol-Air LB GmbH. The supplier shall be particularly liable for any unauthorised use of confidential information and shall indemnify Amphenol-Air LB GmbH at first request against any damages resulting from the supplier's failure to comply with the obligations

of this agreement, unless the unauthorised use is based on a culpable violation of the preceding confidentiality obligations on the part of Amphenol-Air LB GmbH. The provisions stipulated in the second and third sentence of Section 11.5 shall apply accordingly to claims for damages.

- 11.7 By the end of the first week of January each year, the supplier must provide Amphenol-Air LB GmbH with a list of the materials and tools belonging to Amphenol-Air LB GmbH on 31 December of the previous year.

§ 12 Confidentiality

- 12.1 The supplier must maintain confidentiality for an indefinite period with regard to any information made available about Amphenol-Air LB GmbH which is marked as confidential or which may otherwise be identified as a business or trade secret under the specific circumstances; the supplier must not record, disclose or exploit such information, unless it is required for the delivery to Amphenol-Air LB GmbH. The supplier shall conclude the appropriate contractual agreements with its employees and agents to ensure they refrain from exploiting, disclosing or recording such business and trade secrets without authorisation at least for the duration of the business relationship. The name and address of such agents must be shared with Amphenol-Air LB GmbH prior to commissioning. If this confidentiality agreement is violated by a third party, the supplier must assign all resulting claims to Amphenol-Air LB GmbH if requested by the latter in writing.
- 12.2 The supplier agrees to pay a contractual penalty of at least EUR 10,000.00 and no more than EUR 50,000.00 for each culpable violation of the confidentiality agreement stipulated in the preceding paragraph. The contractual penalty shall be calculated based on the nature and severity of the violation.
- 12.3 Amphenol-Air LB GmbH shall also retain its further claim to damages due to the delay caused. In addition, Amphenol-Air LB GmbH reserves the right to injunctive relief.

§ 13 Force Majeure

- 13.1 If Amphenol-Air LB GmbH is prevented from performing its contractual duties, particularly from accepting the goods, due to "force majeure", as defined in Section 13.2, Amphenol-Air LB GmbH shall be released from its obligation to perform such obligations for the duration of the obstacle and a reasonable start-up period thereafter without being obliged to pay damages to the supplier. The same shall apply if it becomes unreasonably difficult or temporarily impossible for Amphenol-Air LB GmbH to fulfil its duties due to unforeseeable circumstances that are not caused by Amphenol-Air LB GmbH, particularly due to official measures (irrespective of their legality), energy shortages, transportation shortages, power failures, telecommunication connection failures or significant operational disruptions.
- 13.2 The term "force majeure" is used to refer to any extraordinary and unforeseeable events beyond the will and control of the contracting parties, particularly any natural disasters, epidemics, pandemics, terror attacks, political unrest, blockades, sabotage, embargoes, strike action, lockouts and other industrial action.
- 13.3 The supplier shall promptly inform Amphenol-Air LB GmbH about any such events.
- 13.4 Amphenol-Air LB GmbH shall be entitled to withdraw from the contract if such an obstacle, as described in Section 13.1, lasts for more than two months and the performance of the contract is no longer of interest to

Amphenol-Air LB GmbH. If requested by the supplier at the end of this period, Amphenol-Air LB GmbH shall declare whether it wishes to exercise its right to withdraw from the contract or whether it wishes to accept the goods within a reasonable period.

§ 14 Compliance and Minimum Wage Requirements

- 14.1 The supplier hereby confirms that it shall comply with all relevant laws in the applicable legal systems in relation to the delivery to Amphenol-Air LB GmbH, particularly in the areas of criminal law, antitrust law, social security law and regulatory offence law, as well as with regard to the minimum wage requirements and the prohibition of child labour.
- 14.2 The supplier hereby confirms that it shall particularly comply with the relevant anti-corruption laws and regulations and that it shall not award any financial donations or other gifts to the employees of Amphenol-Air LB GmbH or their family members for the purpose of receiving orders from Amphenol-Air LB GmbH. Nor shall the supplier engage in any such practices in the future.
- 14.3 The supplier hereby confirms that it shall comply with the legal requirements of the German Act Regulating a General Minimum Wage (MiLoG), if applicable, and shall pay the respective minimum wage to the employees who are subject to the MiLoG. Furthermore, the supplier hereby confirms that it is not excluded from receiving public contracts in accordance with Section 19 MiLoG.
- 14.4 The supplier shall also observe the principles of the UN Global Compact initiative. These principles essentially concern the protection of international human rights, the abolition of forced labour and child labour, the eradication of discrimination in recruitment and employment, responsibility for the environment and the prevention of corruption. More detailed information about the UN Global Compact initiative can be found at www.unglobalcompact.org.
- 14.5 The supplier must comply with the "Amphenol Supplier Code of Conduct", which can be viewed at https://www.amphenol.com/pdfs/APH_Supplier_Code_of_Conduct_%28EN%29.pdf.
- 14.6 Similarly, the supplier must comply with the "Amphenol Corporation Code of Business Conduct and Ethics", which can be viewed at https://staphsustainability.blob.core.windows.net/files/APH_Code%20of%20Business%20Conduct%20and%20Ethics.pdf.
- 14.7 The supplier must also comply with the "Amphenol Anti-Human Trafficking and Slavery Statement", which can be viewed at https://www.amphenol.com/pdfs/APH_AHTS_Stmt.pdf.
- 14.8 The supplier shall endeavour to oblige its subcontractors and suppliers to comply with the regulations stipulated in Sections 14.1 to 14.4.
- 14.9 If the supplier violates any of the regulations stipulated in Sections 14.1 to 14.5, Amphenol-Air LB GmbH may terminate or withdraw from all contracts with the supplier in accordance with the statutory provisions,

cancel all contract negotiations and, in the event of a culpable violation, claim damages and indemnification against any third-party claims.

§ 15 **Export Controls and Customs**

15.1 The supplier agrees to observe and comply with all relevant export control and customs regulations when performing the legal transaction. This shall particularly apply if the supplier procures the goods to be delivered to Amphenol-Air LB GmbH from third parties or produces the goods using parts or raw materials procured from such third parties.

15.2 Before the legal transaction is established in a legally effective manner, the supplier must inform Amphenol-Air LB GmbH about any import or export restrictions related to the goods to be delivered, particularly any licensing requirements or import and export bans in accordance with the German, European or US export controls and customs regulations and the export controls and customs regulations in the country of origin. To this end, the supplier shall provide at least the following information:

- The item in the list contained in Annex AL to the German Foreign Trade and Payments Ordinance (AWV);
- The item in the list contained in the annexes to the EC Dual-Use Regulation;
- Comparable items in lists contained in relevant export control regulations, particularly those found in existing embargo regulations;
- The Export Control Classification Number (ECCN) for US goods;
- The country of origin of the goods and their components, including technology and software;
- Information as to whether the goods have been or will be transported through the USA, produced or stored in the USA, or manufactured using US technology;
- The statistical goods number (HS Code); and
- A point of contact within the supplier's company to answer any questions asked by Amphenol-Air LB GmbH.

If requested by Amphenol-Air LB GmbH, the supplier shall be obliged to provide Amphenol-Air LB GmbH with written information regarding any additional foreign trade data for the goods and their components and to immediately inform Amphenol-Air LB GmbH in writing of any changes to such data (including any goods that are only affected after delivery).

15.3 If the supplier violates any of the provisions stipulated in Sections 15.1 and 15.2, thus preventing Amphenol-Air LB GmbH from reselling the goods that have been ordered or delivered (and possibly even processed),

Amphenol-Air LB GmbH shall be entitled to withdraw from the contract. The supplier shall also be obliged to compensate Amphenol-Air LB GmbH for any damages resulting from its inability to resell the goods.

- 15.4 If the supplier violates any of the provisions stipulated in Sections 15.1 and 15.2 and a third party subsequently asserts claims against Amphenol-Air LB GmbH, the latter shall be similarly entitled to withdraw from the contract. The supplier shall also be obliged to indemnify Amphenol-Air LB GmbH against any such third-party claims based on its own violation and to compensate Amphenol-Air LB GmbH for any damages resulting from such claims.
- 15.5 The provisions stipulated in Section 15.4 above shall apply accordingly if the supplier violates any of the provisions stipulated in Sections 15.1 and 15.2 and Amphenol-Air LB GmbH or individuals working for Amphenol-Air LB GmbH are subsequently held responsible for a criminal or administrative offence.
- 15.6 If Amphenol-Air LB GmbH is unable to resell the goods that have been ordered or delivered (and possibly even processed) due to foreign trade restrictions that come into effect after the contract is concluded (e.g. due to a new or tightened embargo), Amphenol-Air LB GmbH shall be entitled to withdraw from the contract.

§ 16 **Quality Assurance and Quality Controls**

- 16.1 The supplier must have a state-of-the-art quality management system with the appropriate features and certification (at least ISO-9001; EN 9100; ISO 50001; ISO 14001; ISO 27001, ISO 45001 or OHSAS 18001) and the supplier must provide Amphenol-Air LB GmbH with the appropriate evidence upon request. If the supplier is not suitably qualified and cannot provide the appropriate evidence, it shall still be obliged to meet the standards indicated above. The supplier must regularly keep records of its testing process, particularly any quality tests, and must provide such records to Amphenol-Air LB GmbH at short notice upon request. The supplier shall conclude an appropriate quality assurance agreement with Amphenol-Air LB GmbH if this is deemed necessary by the latter.
- 16.2 If specific quality controls are planned for the delivered items as part of the acceptance procedure, and unless otherwise agreed in writing, the personal inspection costs shall be borne by Amphenol-Air LB GmbH and the material inspection costs shall be borne by the supplier.
- 16.3 If further quality controls are required due to defects found in the goods, the personal costs shall also be borne by the supplier. The same shall apply if the items are not presented to the quality assurance officer on the date specified in Section 16.2.
- 16.4 Subject to prior consultation with the supplier, Amphenol-Air LB GmbH shall be entitled to perform management and quality audits on the supplier's premises (unless otherwise agreed: at its own expense). When

drawing up contracts with subcontractors, the supplier must stipulate that Amphenol-Air LB GmbH shall be entitled to perform such audits on the supplier's premises (unless otherwise agreed: at its own expense).

§ 17 Applicable Law, Place of Jurisdiction and Place of Performance

17.1 These general terms and conditions of purchase and the entire legal relationship between the supplier and Amphenol-Air LB GmbH shall be subject to the substantive law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

17.2 The sole – and international – place of jurisdiction for any disputes arising directly or indirectly from or in connection with this contractual relationship shall be the registered office of Amphenol-Air LB GmbH in Saarlouis, Germany. However, Amphenol-Air LB GmbH shall be entitled to bring legal action against the supplier at the latter's place of jurisdiction or at another permissible legal venue.

17.3 The place of performance for all services owed by the supplier and Amphenol-Air LB GmbH shall be the registered office of Amphenol-Air LB GmbH in Saarlouis, Germany.

§ 18 Severability Clause

If the statutory provisions are violated, in whole or in part, by a provision in these general terms and conditions of purchase or a provision in any other agreements concluded between the supplier and Amphenol-Air LB GmbH, or if a provision proves to be ineffective or unenforceable for other reasons, this shall have no bearing on the validity of the remaining provisions or agreements. The ineffective or unenforceable provision shall be replaced by an effective clause that best reflects the economic objective pursued by the contracting parties when they concluded the contract. The same applies in the case of a contractual loophole.

Last updated: August 2021