

General Terms and Conditions of Purchase: Oxford PV Germany GmbH

1. Scope, Form

- 1.1 These General Terms and Conditions of Purchase (hereinafter referred to as "**GTC**") shall apply to all business relations between Oxford PV Germany GmbH, Münstersche Str. 23, 14772 Brandenburg an der Havel (hereinafter referred to as "**Oxford PV Germany GmbH**") and its business partners (hereinafter referred to as "**Supplier**"; Oxford PV Germany GmbH and the Supplier hereinafter each individually also a "**Party**" and jointly the "**Parties**"). These GTC shall only apply if the Supplier is an entrepreneur (Section 14 German Civil Code (*BGB*)), a governmental entity or a special governmental estate.
- 1.2 These GTC shall apply in particular to contracts for the sale of (i) movable goods ("**Goods**") and (ii) services ((i) and (ii) together hereinafter also referred to as "**Contractual Services**"), irrespective of whether the Supplier manufactures/provides the Contractual Services itself or procures them from third parties (Sections 433, 650 German Civil Code (*BGB*)). Unless otherwise agreed, these GTC shall apply in the version valid at the time of Oxford PV Germany GmbH's order, in any case in the version last notified to the Supplier in text form, as a framework agreement also for similar future contracts, without Oxford PV Germany GmbH having to refer to the validity of these GTC again in each individual case.
- 1.3 These GTC shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Supplier shall only become part of the contract if and to the extent that Oxford PV Germany GmbH has expressly agreed to their validity in writing. This requirement of consent shall apply in any case, e.g. even if Oxford PV Germany GmbH accepts or pays for a contractual service without reservation in knowledge of the general terms and conditions of the Supplier. Accordingly, any previously agreed terms and conditions of the Supplier which conflict with or supplement these GTC shall no longer be recognized and shall cease to apply by mutual agreement upon acceptance of these GTC.
- 1.4 Individual agreements made with the Supplier in individual cases (including collateral agreements, supplements, and amendments) shall in any case take precedence over these GTC. For the content of such agreements, subject to proof to the contrary, a contract or the confirmation of Oxford PV Germany GmbH in writing shall be authoritative.
- 1.5 Legally relevant declarations and notifications by the Supplier (e.g., setting of a deadline or withdrawal) shall be made in writing. Statutory formal requirements and further evidence, in particular in case of doubts about the legitimacy of the declarant, shall remain unaffected.
- 1.6 References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTC.

2. Conclusion of Contract

- 2.1 Offers of the Supplier shall be binding upon receipt by Oxford PV Germany GmbH and can be accepted by Oxford PV Germany GmbH within a period of two (2) weeks. Orders from Oxford PV Germany GmbH shall only be binding if they are made in writing or in text form.
- 2.2 The Supplier may accept orders from Oxford PV Germany GmbH – unless they already constitute an acceptance (cf. section 2.1) – within two (2) weeks after receipt of the order. The acceptance of the order by the Supplier may be made by signing the order or by order confirmation. The Supplier shall send a signed copy of the order or the order confirmation to Oxford PV Germany GmbH. If the Supplier does not confirm an order of Oxford PV Germany

GmbH in writing, the unconditional delivery or performance of the Contractual Service by the Supplier shall be deemed as acceptance of the order. Delivery call-offs by Oxford PV Germany GmbH in the context of an order and call-off planning shall be deemed accepted by the Supplier if the Supplier does not object within two (2) Business Days after receipt. "**Business Days**" for the purposes of these GTC are all days from Monday to Friday except of public holidays at the registered office of Oxford PV Germany GmbH.

2.3 Unless expressly agreed otherwise, cost estimates of the Supplier shall be binding and shall not be remunerated by Oxford PV Germany GmbH.

2.4 Oxford PV Germany GmbH rejects changes to an order by the Supplier. They represent a counter-offer by the Supplier, which always requires an express acceptance by Oxford PV Germany GmbH in writing or text form.

3. Prices, Terms of Payment

3.1 The prices stated in an Oxford PV Germany GmbH order shall be binding and shall apply to the Contractual Services provided by the Supplier within the scope of this order. Unless agreed otherwise, all prices are fixed prices plus statutory value added tax applicable to delivery and service at that point of time.

3.2 The prices include the Contractual Services as well as all ancillary services and ancillary costs of the Supplier (in particular proper packaging, customs, transport costs including any transport and liability insurance, any costs of travel to and from the place of performance including accommodation costs and expenses, allowances for overtime, late work, night work, work on Sundays and public holidays, hardship allowances), unless agreed otherwise in individual cases.

3.3 Payments by Oxford PV Germany GmbH shall be made within thirty (30) calendar days after complete performance – including any agreed acceptance – and receipt of a meaningful, verifiable and comprehensible invoice. If Oxford PV Germany GmbH makes payments within fourteen (14) calendar days, the Supplier shall grant Oxford PV Germany GmbH a three (3) percent discount on the net amount of the invoice.

3.4 In the case of bank transfers, payments by Oxford PV Germany GmbH shall be deemed to have been made on time if the transfer order is received by the bank before the payment deadline. Oxford PV Germany GmbH shall not be responsible for any delays caused by the banks involved in the payment process.

3.5 Oxford PV Germany GmbH does not owe interest on arrears. The statutory provisions shall apply to default in payment.

3.6 Oxford PV Germany GmbH shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the statutory extent. Oxford PV Germany GmbH shall in particular be entitled to withhold due payments as long as Oxford PV Germany GmbH is still entitled to claims from incomplete or defective performance against the Supplier.

4. General Performance Obligations of the Supplier

4.1 The Supplier shall always perform the Contractual Services in a professional manner, in compliance with the generally recognized rules and the current state of the relevant science and technology as well as the statutory regulations, guidelines and technical standards at the time of performance.

4.2 All Contractual Services shall be provided on the agreed delivery date at the agreed place of

performance.

- 4.3 The Goods delivered by the Supplier must comply with the respective applicable laws and regulations at the time of manufacture of the Goods at the intended place of use of the Goods, but at least with the applicable laws and regulations of the Federal Republic of Germany and the European Union.
- 4.4 Unless agreed otherwise, the Supplier shall ensure that the Contractual Services comply with all relevant requirements for placing on the market in the European Union and the European Economic Area. The Supplier shall prove at its own expense the conformity of the Goods in accordance with the relevant statutory provisions by means of suitable evidence, in particular certificates or expert opinions of qualified experts.
- 4.5 The Supplier shall use sufficiently qualified personnel for the performance of the service. The Supplier may only use third parties (subcontractors) for the provision of services with the prior written consent of Oxford PV Germany GmbH. Subcontractors shall act as vicarious agents of the Supplier.
- 4.6 The Supplier shall inform Oxford PV Germany GmbH of any licensing requirements for (re-)exports of his Goods in accordance with German and European export and customs regulations, the export and customs regulations of the EEA and the country of origin of his Goods. The Supplier shall inform Oxford PV Germany GmbH in writing of all foreign trade data relating to the Goods and their components in due time before delivery of the Goods.

5. Delivery, Transfer of Risk, Default of Acceptance

- 5.1 Deliveries shall be made via DDP (Delivered Duty Paid, Incoterms 2020) to the destination specified in Oxford PV Germany GmbH's order. If the place of destination is not specified and nothing else is agreed, the delivery shall be made to the following address of Oxford PV Germany GmbH: Oxford PV Germany GmbH, Münstersche Str. 23, 14772 Brandenburg an der Havel. The respective place of destination is also the place of performance for the delivery and any subsequent performance.
- 5.2 Each delivery shall be accompanied by a delivery receipt stating the date (issue and dispatch), content of the delivery (article number and quantity). If the delivery receipt is missing or does not contain the aforementioned information, Oxford PV Germany GmbH shall not be responsible for any resulting delays in processing and payment. Separately from the delivery receipt, the Supplier shall send Oxford PV Germany GmbH a corresponding dispatch note with the same content when the Goods are dispatched.
- 5.3 In the case of software products, the Supplier shall also provide Oxford PV Germany GmbH with the complete (system and user) documentation on request. In the case of software specially created for Oxford PV Germany GmbH, the source code shall also be supplied.
- 5.4 The Supplier is not entitled to make partial and/or advance deliveries without the prior express written consent of Oxford PV Germany GmbH. Higher costs caused by partial deliveries and/or advance deliveries shall be borne by the Supplier, unless the partial deliveries and/or advance deliveries are caused by Oxford PV Germany GmbH.
- 5.5 The risk of accidental loss and accidental deterioration of the delivered Goods shall pass to Oxford PV Germany GmbH upon handover at the place of performance. If acceptance has been agreed or the Contractual Service is a work performance, the acceptance shall be decisive for the transfer of risk. The provisions in section 8 shall apply regarding the acceptance.

- 5.6 The statutory provisions shall apply to the occurrence of default in acceptance. However, the Supplier shall also expressly offer Oxford PV Germany GmbH his performance if a specific or determinable calendar time has been agreed for an action or cooperation by Oxford PV Germany GmbH (e.g., provision of information). If Oxford PV Germany GmbH is in default of acceptance, the Supplier may demand compensation for his additional expenses in accordance with the statutory provisions (Section 304 German Civil Code (*BGB*)). If the contract concerns a non-representable item to be produced by the Supplier (individual production), the Supplier shall only be entitled to further rights if Oxford PV Germany GmbH undertakes to cooperate and is responsible for the failure to cooperate.

6. Dates and Deadlines, Default

- 6.1 Agreed dates and deadlines for the performance of services or the delivery of Goods shall be binding. The timeliness of deliveries shall be determined by the receipt of the Goods at the respective destination (cf. Section 5.1).
- 6.2 If the Supplier is unable to meet agreed dates or deadlines, the Supplier shall inform Oxford PV Germany GmbH immediately, stating the reasons and the expected duration of the delay.
- 6.3 If the Supplier is in default with deliveries or services, the Supplier owes Oxford PV Germany GmbH – without prejudice to any other rights of Oxford PV Germany GmbH – a contractual penalty of zero point two (0.2) percent of the net price of the Goods or services in default for each Business Day of default. The contractual penalty is limited to a total of five (5) percent of the net price of the delayed Goods or services. The contractual penalty shall be offset against any additional damage caused by the delay; the assertion of further claims for damages in addition to the contractual penalty shall remain unaffected.

7. Assembly and Commissioning

If the assembly and/or commissioning of Goods by the Supplier has been agreed, the following provisions shall apply:

7.1 Assembly

- 7.1.1 The Supplier shall assemble the Goods at the agreed location. Unless agreed otherwise, the Supplier shall assemble the installation entirely with its own personnel.
- 7.1.2 The Supplier shall notify Oxford PV Germany GmbH of the end of the assembly of the Goods so that the preparatory work for the commissioning of the Goods can commence. When the end of assembly is indicated, the Goods shall be completely assembled, any software shall be installed and all preliminary settings, e.g., checking the direction of rotation of motors, calibrating scales, checking the function of valves, interface functions, must have been made.

7.2 Commissioning

- 7.2.1 The Supplier shall commission the Goods after successful assembly in the presence of Oxford PV Germany GmbH. At the request of Oxford PV Germany GmbH, commissioning shall take place in the presence of Oxford PV Germany GmbH. The Supplier shall notify Oxford PV Germany GmbH in due time that the Goods are ready for commissioning.
- 7.2.2 The commissioning of the goods shall include all checks, adjustments, test runs and inspections of the Goods which are necessary after the end of assembly to ensure that the Goods are in working order.

- 7.2.3 The Supplier shall be responsible for the management and successful execution of the commissioning, in particular regarding plant engineering and process engineering.
- 7.2.4 Oxford PV Germany GmbH shall provide any cooperation required for commissioning.

8. Acceptance

- 8.1 If the Contractual Services are work performances or if an acceptance has been agreed, the Supplier shall notify Oxford PV Germany GmbH in writing of the completion of the Contractual Services, hand them over or make them available for acceptance and agree an acceptance date with Oxford PV Germany GmbH.
- 8.2 If no binding acceptance date has been agreed, acceptance shall take place within three (3) weeks after Oxford PV Germany GmbH has received the Supplier's notification of completion of the Contractual Services and the Supplier has requested Oxford PV Germany GmbH to accept.
- 8.3 If agreed or necessary for the review of the Contractual Services, an acceptance test shall take place prior to acceptance of a Contractual Service.
- 8.4 Acceptance shall be in writing, usually in the form of a protocol. The unconditional payment of Contractual Services by Oxford PV Germany GmbH shall not constitute acceptance or a waiver of acceptance.
- 8.5 The provisions of this section 8 shall apply accordingly to partial acceptances. If partial acceptances have been agreed, these shall be carried out exclusively subject to the reservation of the overall acceptance. If partial acceptances have occurred, the Supplier shall notify Oxford PV Germany GmbH in writing of the final completion of the Contractual Services and shall request Oxford PV Germany GmbH to carry out the final acceptance (overall acceptance).

9. Retention of Title

- 9.1 The Supplier shall transfer Goods to Oxford PV Germany GmbH unconditionally and without regard to the payment of the price.
- 9.2 However, if Oxford PV Germany GmbH accepts in an individual case an offer of the Supplier for transfer of ownership conditional on the payment of the purchase price, the Supplier's retention of title expires at the latest with the payment of the purchase price for the delivered Goods. Even in the case of an existing reservation of title Oxford PV Germany GmbH shall remain entitled to resell the Goods in the ordinary course of business before payment of the purchase price with advance assignment of the claim arising from this. This shall exclude in any case all other forms of retention of title, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing.

10. Warranty, Obligation to examine and to give Notice of Defects

- 10.1 The statutory provisions shall apply to Oxford PV Germany GmbH's warranty rights against the Supplier, unless otherwise stipulated below.
- 10.2 The Supplier shall assure Oxford PV Germany GmbH that the Contractual Services (a) correspond to the contractually agreed quality – as far as no specific quality criteria have been agreed, they shall at least be of customary quality, (b) are free of defects and unrestrictedly marketable (in particular regarding materials, construction and processing),

- (c) are free of third party rights, (d) do not violate any laws, and (e) are suitable and sufficient for the purposes intended in the order. In any case, those product and service descriptions which are the subject matter of the respective contract by designation or reference in an order or which have been incorporated into the contract in the same way as these GTC shall be deemed to be an agreement on quality. It is irrelevant whether the product or service description originates from Oxford PV Germany GmbH, from the Supplier or from a third party.
- 10.3 Oxford PV Germany GmbH shall have the right to choose the type of subsequent performance. The Supplier may refuse the type of subsequent performance chosen by Oxford PV Germany GmbH if it is only possible with disproportionate costs. If the Supplier does not fulfil his obligation of supplementary performance within a reasonable period of time set by Oxford PV Germany GmbH, Oxford PV Germany GmbH may remedy the defect itself (self-performance) and demand reimbursement of the necessary expenses from the Supplier. Oxford PV Germany GmbH may demand an appropriate advance payment from the Supplier for the expenses required to rectify the defect.
- 10.4 If the Goods have been installed or fitted in/on another item in accordance with their nature and intended use, subsequent performance shall also include the removal of the defective Goods and their re-installation. Oxford PV Germany GmbH's claim for reimbursement of corresponding expenses shall remain unaffected.
- 10.5 Subsequent performance shall be carried out within five (5) Business Days, unless a longer period for subsequent performance is appropriate or absolutely necessary in individual cases.
- 10.6 The limitation period regarding warranty claims shall be governed by the statutory provisions.
- 10.7 The statutory provisions on the duty to inspect and give notice of defects (Sections 377, 381 German Commercial Code (*HGB*)) shall apply with the following provision: Oxford PV Germany GmbH's duty to inspect is limited to defects which become apparent during the incoming goods inspection by external examination of the Goods including the delivery documents (e.g., transport damage, wrong and short deliveries) or which are identifiable during a quality inspection by sampling. The obligation to give notice of defects discovered later shall remain unaffected. Notwithstanding Oxford PV Germany GmbH's duty to inspect, a complaint (notice of defect) shall in any case be deemed to have been made without delay and in due time if it is sent by Oxford PV Germany GmbH within seven (7) Business Days of discovery, in the case of obvious defects from delivery. Section 10.7 shall not apply if acceptance has been agreed.

11. Liability, Indemnification

- 11.1 The liability of the Supplier shall be governed by the statutory provisions.
- 11.2 The Supplier shall indemnify Oxford PV Germany GmbH against all claims asserted against Oxford PV Germany GmbH by third parties on the basis of a culpable breach of duty by the Supplier. The Supplier shall indemnify Oxford PV Germany GmbH in particular against
- 11.2.1 all claims made by third parties against Oxford PV Germany GmbH due to the infringement of industrial property rights by the Contractual Services;
- 11.2.2 all claims arising from a breach by the Supplier or a subcontractor of the Supplier of obligations to pay minimum wages, collectively agreed wages, payment of taxes or social security contributions.

The indemnification shall be granted on first demand. The Supplier shall reimburse Oxford PV Germany GmbH for all necessary expenses in connection with a claim under this section 11.2 (in particular court costs, lawyers' fees, other consultancy or expert costs). This shall not apply if the Supplier proves that the Supplier is neither responsible for the breach of duty nor should have been aware of it at the time of delivery of the Goods or at the time of performance of the service if the Supplier had exercised due commercial care.

12. Product Liability

- 12.1 The Supplier shall be responsible for all claims asserted by third parties for personal injury or property damage attributable to defective Goods delivered by the Supplier.
- 12.2 If Oxford PV Germany GmbH is obliged by official order or required for safety reasons to carry out a recall towards third parties due to a defect of Goods delivered by the Supplier, the Supplier shall bear all costs associated with the recall. Oxford PV Germany GmbH will inform the Supplier about the content and scope of recall measures – as far as possible and reasonable – and give the Supplier the opportunity to comment. Further statutory claims shall remain unaffected.
- 12.3 The Supplier shall maintain product liability insurance with an appropriate sum insured at its own expense. The product liability insurance shall not have to cover the recall risk as well as punitive or similar damages, unless agreed otherwise in the individual case. The Supplier shall provide Oxford PV Germany GmbH with a copy of the liability policy at any time upon request.

13. Supplier Recourse

- 13.1 In addition to the claims for defects Oxford PV Germany GmbH shall be entitled to the statutory recourse claims within a supply chain (Sections 445a, 445b, 478 German Civil Code (*BGB*)) without restriction.
- 13.2 Before Oxford PV Germany GmbH acknowledges or fulfils a claim for defects asserted by its customers, Oxford PV Germany GmbH shall notify the Supplier by concisely stating the facts and requesting a written statement. If the Supplier does not comment substantively within a reasonable period of time and if no amicable solution is reached between Oxford PV Germany GmbH and the Supplier, the defect claim actually granted by Oxford PV Germany GmbH shall be deemed to be owed to Oxford PV Germany GmbH's customer. In this case the Supplier shall bear the burden of proof to the contrary.
- 13.3 The claims from the supplier recourse shall also apply if the defective Goods have been further processed by Oxford PV Germany GmbH or another entrepreneur.

14. Force Majeure

- 14.1 If a case of force majeure occurs, the Party affected thereby shall be released from its obligation to perform for the duration of the force majeure and to the extent of the effect of the force majeure. Force majeure is any event beyond the control of the respective Party which prevents it from fulfilling its obligations in whole or in part, including fire damage, floods, strikes, lawful lockouts, unforeseeable epidemics or pandemics, official directives and other operational disruptions for which it is not responsible. Delivery and supply difficulties as well as other performance disruptions on the part of one of the Supplier's upstream suppliers shall only be deemed to be a case of force majeure if the upstream supplier is in turn prevented from performing its performance obligations by a case of force majeure.
- 14.2 The Party concerned shall immediately notify the other Party of the occurrence and cessation

of the force majeure and shall use its best endeavours to remedy the force majeure and limit its effects as far as possible.

- 14.3 If an event of force majeure lasts for more than five (5) weeks, either Party shall be entitled to withdraw from the order affected thereby.

15. Ownership Protection, Provision of Materials

- 15.1 Oxford PV Germany GmbH shall retain ownership and copyright of orders placed by Oxford PV Germany GmbH as well as drawings, illustrations, calculations, descriptions and other documents made available to the Supplier (together the “**Oxford PV Germany GmbH Documents**”). The Supplier may not give access to the Oxford PV Germany GmbH Documents to third parties or use or reproduce them himself or through third parties without the express consent of Oxford PV Germany GmbH.

- 15.2 The following provisions shall apply to materials such as raw materials, tools and other means (hereinafter collectively referred to as “**Auxiliary Materials**”) which Oxford PV Germany GmbH makes available to the Supplier within the scope of a contract or which are manufactured for contractual purposes and separately invoiced to Oxford PV Germany GmbH by the Supplier:

15.2.1 The Auxiliary Materials shall remain the property of Oxford PV Germany GmbH; in the case of Auxiliary Materials manufactured by the Supplier and invoiced separately, the Supplier shall transfer ownership to Oxford PV Germany GmbH at the earliest possible time, at the latest upon payment for the Auxiliary Materials by Oxford PV Germany GmbH.

15.2.2 The Supplier shall identify the tools as the property of Oxford PV Germany GmbH, store them carefully, insure them to a reasonable extent against damage of any kind and use them only as intended for the purposes of the respective contract.

15.2.3 The costs of maintaining the Auxiliary Materials shall be borne by the Parties in equal parts, unless agreed otherwise. However, if costs are attributable to defects in the Auxiliary Materials produced by the Supplier or to improper use by the Supplier, his employees or other vicarious agents, the costs shall be borne solely by the Supplier. The Supplier shall inform Oxford PV Germany GmbH immediately about all not only insignificant damages to the Auxiliary Materials. After request by Oxford PV Germany GmbH the Supplier shall be obliged to return the Auxiliary means in proper condition to Oxford PV Germany GmbH if they are no longer needed by the Supplier for the fulfilment of his contractual obligations towards Oxford PV Germany GmbH.

15.2.4 Any processing, mixing or combination (further processing) of Auxiliary Materials by the Supplier shall be carried out for Oxford PV Germany GmbH.

16. Spare Parts

- 16.1 The Supplier shall be obliged to keep spare parts for the Goods delivered to Oxford PV Germany GmbH in sufficient quantity. This obligation shall continue for a period of ten (10) years after the termination or performance of the relevant contract (hereinafter the “**Spare Parts Period**”), irrespective of the continuation and reasons for termination of a contract between the Parties, unless the continued supply is demonstrably objectively unreasonable for the Supplier; section 16.2 shall remain unaffected.

- 16.2 The Supplier shall grant Oxford PV Germany GmbH the possibility of a final order in due

time, but at the latest six (6) months before the expiry of the Spare Parts Period. The same shall apply if it becomes apparent to the Supplier during the Spare Parts Period that it will no longer be possible to supply for the duration of the Spare Parts Period and the Supplier cannot offer Oxford PV Germany GmbH any other reasonable supply options (e.g., the supply of technically and qualitatively equivalent goods). The Supplier shall immediately notify Oxford PV Germany GmbH in writing of a termination of the supply possibility during the Spare Parts Period, without this releasing the Supplier from any claims for damages.

- 16.3 After the end of the Spare Parts Period, on request the Supplier shall hand over to Oxford PV Germany GmbH the technical information and documents necessary for the production of the spare parts and shall grant Oxford PV Germany GmbH the necessary non-exclusive rights of use to any existing industrial property rights (including copyrights and know-how) of the Supplier. These rights of use shall include the right of production by third parties for Oxford PV Germany GmbH. The foregoing shall also apply prior to the end of the Spare Parts Period if it can be proven that the supply is no longer possible or objectively unreasonable for the Supplier. The above services are compensated with the prices agreed for the spare parts deliveries.

17. Quality Assurance, Auditing

- 17.1 The Supplier shall establish and maintain a documented quality assurance system – at least in accordance with ISO 9001:2015 – which is suitable in terms of type and scope and which complies with the latest state of the art; the Supplier shall oblige his suppliers and subcontractors accordingly. The Supplier shall keep records, in particular of his quality inspections and make them available to Oxford PV Germany GmbH on request.
- 17.2 Oxford PV Germany GmbH shall be entitled, after prior consultation with the Supplier, to determine by audits whether the quality assurance measures of the Supplier comply with the requirements of Oxford PV Germany GmbH. For this purpose, the Supplier shall grant Oxford PV Germany GmbH or a person commissioned by Oxford PV Germany GmbH (auditor) unhindered access to all relevant areas and inspection of all quality-relevant documents during normal operating and business hours.
- 17.3 The auditor shall be entitled to make copies of the quality-relevant documents in consultation with the Supplier and to take these with him. In doing so, reasonable restrictions of the Supplier to safeguard his trade secrets shall be accepted. The supplier shall grant Oxford PV Germany GmbH, in particular, insight into the production processes within the scope of an audit.

18. Confidentiality

- 18.1 The Supplier shall keep Oxford PV Germany GmbH's Confidential Information strictly confidential. "**Confidential Information**" shall include, but shall not be limited to, trade and business secrets, know-how, technical data, software (including source code and machine code), drawings, samples, specifications, data sheets, technical reports, maintenance manuals, marketing and sales methods, designs, instructions, methods of operation, work procedures, strategies, technologies, information, identity of and information relating to employees, Oxford PV Germany GmbH's customers, suppliers, vendors, distributors and agents, information relating to Oxford PV Germany GmbH's business, Oxford PV Germany GmbH's customers, Oxford PV Germany GmbH's parent companies, subsidiaries and affiliates, personal data of any natural person in Oxford PV Germany GmbH's employment, and any information that is marked or deemed by its nature to be secret.

- 18.2 The Supplier shall be obliged,
- a) to keep all Confidential Information of Oxford PV Germany GmbH strictly confidential, to treat it as strictly confidential and to use it solely in connection with the performance of the contract with Oxford PV Germany GmbH,
 - b) disclose Oxford PV Germany GmbH's Confidential Information only to those persons employed by or working for it who rely on knowledge of such information for the performance of its obligations under the contract with Oxford PV Germany GmbH, provided that the Supplier ensures that such persons comply with the obligations under this section 18 as if they were themselves bound by them; and
 - c) take reasonable measures to protect Oxford PV Germany GmbH's Confidential Information and to prevent disclosure, unauthorized access and use of Oxford PV Germany GmbH's Confidential Information; without limiting the foregoing, the Supplier shall take at least such measures as it takes to protect its own confidential information of a similar nature, but no less than generally reasonable measures to exercise due care in the course of trade.
- 18.3 The aforementioned duty of confidentiality shall not apply if and to the extent that the Supplier proves that (i) the information was already in the public domain at the time of receipt or became in the public domain after the time of receipt through no fault of the Supplier, (ii) was already known to the Supplier at the time of receipt, (iii) was lawfully made available to the Supplier by third parties, without any prior direct or indirect breach of any duty of confidentiality towards Oxford PV Germany GmbH, (iv) Oxford PV Germany GmbH has consented to the disclosure, (v) the recipient of the Confidential Information is bound to confidentiality by professional law, or (vi) the Supplier is obliged to disclose Oxford PV Germany GmbH's Confidential Information in the context of legal proceedings or other official proceedings. In the latter case, the Supplier shall inform Oxford PV Germany GmbH without delay and assist Oxford PV Germany GmbH to the extent permitted by law in preventing or limiting the disclosure.
- 18.4 The Supplier shall return Oxford PV Germany GmbH's Confidential Information to Oxford PV Germany GmbH upon request, but no later than after termination of the contract with Oxford PV Germany GmbH, without being requested to do so, with the written confirmation that no copies will be retained, unless Oxford PV Germany GmbH has expressly permitted further use. All files or other types of storage shall be deleted permanently with the provision that copies necessary for documentation purposes as well as information on the regular data backup are not covered by this. These shall continue to be subject to confidentiality.
- 18.5 The confidentiality obligation shall not terminate upon any termination of the contract, but shall remain in effect for a period of five (5) years thereafter.
- 18.6 The Supplier shall not be permitted to name Oxford PV Germany GmbH as a reference without the prior written consent of Oxford PV Germany GmbH.

19. Compliance

- 19.1 Within the framework of the business relationship with Oxford PV Germany GmbH, the Supplier shall comply with the relevant statutory provisions applicable to the Supplier. The Supplier shall in particular
- 19.1.1 observe the principles of the United Nations Global Compact Initiative (further information on the Global Compact Initiative is available at <https://www.globalcompact.de/>);

- 19.1.2 neither offer, grant, demand or accept advantages in business transactions or in dealings with public officials which violate applicable anti-corruption regulations;
 - 19.1.3 not enter into agreements or concerted practices with other companies which have as their object or effect the prevention, restriction, or distortion of competition in accordance with the applicable antitrust regulations;
 - 19.1.4 comply with the applicable statutory provisions regulating the general minimum wage; upon request, the Supplier shall provide evidence of compliance with the aforementioned assurance;
 - 19.1.5 comply with the respective applicable statutory provisions on the treatment of employees, environmental protection and occupational safety and work to reduce adverse effects on people and the environment in the Supplier's activities. Where possible, the Supplier shall establish and maintain an environmental management system in accordance with the ISO 14001:2015 standard.
- 19.2 The Supplier shall undertake all reasonable efforts to ensure compliance by third parties (suppliers, subcontractors) engaged by the Supplier with the obligations imposed on the Supplier under this section 19.

20. Data Protection

- 20.1 The Supplier shall ensure compliance with data protection regulations.
- 20.2 The Supplier shall be obliged to process personal data within the meaning of the GDPR (*DSGVO*) and the Federal Data Protection Act (*BDSG*) which the Supplier receives from Oxford PV Germany GmbH in connection with the contract (hereinafter "**Oxford PV Germany GmbH Data**") exclusively for the purposes of fulfilling the contract. To the extent necessary to fulfill of contractual or legal obligations, the Supplier shall be permitted to transfer personal data to third parties. Any further processing of the collected data shall not permitted.
- 20.3 To the extent that Oxford PV Germany GmbH Data is processed, the Supplier undertakes to take and maintain the necessary technical and organisational measures (TOMs) to ensure data protection and to take all reasonable precautions to prevent unauthorised access by third parties to personal data or data otherwise worthy of protection within his sphere of activity. In particular, the Supplier undertakes to involve only persons in his sphere of activity in the provision of services who have been appropriately instructed and trained in the regulations of the data protection laws and other data protection regulations in accordance with the task situation and who have sufficient expertise for the proper execution of the tasks. Upon Oxford PV Germany GmbH's request, the Supplier shall provide Oxford PV Germany GmbH with evidence of the corresponding measures in accordance with this section 20.3.
- 20.4 The Supplier shall notify Oxford PV Germany GmbH – without prejudice to the notification obligations under Articles 33 and 34 GDPR (*DSGVO*) – without undue delay of any disruptions or breaches of the provisions of data protection law or the contractual stipulations, as well as of any suspected data protection breaches or irregularities in the processing of Oxford PV Germany GmbH Data. The Supplier shall inform Oxford PV Germany GmbH of the measures already taken or still intended to be taken to remedy the breach of the protection of Oxford PV Germany GmbH Data and measures to mitigate its possible adverse effects.
- 20.5 In the event that one Party processes personal data on behalf of the other Party, the Parties shall enter into a contract in accordance with the requirements of Article 28 GDPR (*DSGVO*).

21. Export Control, Customs

21.1 The supplier shall be obliged to inform Oxford PV Germany GmbH of any licensing requirements for (re-)exports of the Goods in accordance with German, European, US export and customs regulations and the export and customs regulations of the country of origin of the Goods. The Supplier shall provide Oxford PV Germany GmbH with at least the following information and data:

- a) the export list number according to Annex AL to the German Foreign Trade Regulation (*Außenwirtschaftsverordnung*) or comparable list items of relevant export lists;
- b) if the Goods are subject to the US Export Administration Regulations (*EAR*), the Export Control Classification Number according to EAR;
- c) the statistical commodity code of the Goods (HS/CN code);
- d) the trade origin of the Goods as well as their components, including technology and software, the origin marking key: D = third country / E = EU / F = EFTA;
- e) whether the Goods were transported through the U.S., manufactured or stored in the U.S., or manufactured using U.S. technology;
- f) any other information and data required by Oxford PV Germany GmbH in the case of export, import and, in the case of resale, re-export of the Goods; and
- g) a contact person of the Supplier to clarify any queries from Oxford PV Germany GmbH.

The Supplier shall inform Oxford PV Germany GmbH immediately in writing of any changes to the above data and information.

21.2 The Supplier shall compensate Oxford PV Germany GmbH for all damages, expenses and other disadvantages incurred by Oxford PV Germany GmbH because of the Supplier's culpable failure to comply with the obligations under section 21.1.

22. Termination

22.1 Oxford PV Germany GmbH's right to ordinary termination or withdrawal from the contract shall be governed by the statutory provisions. Oxford PV Germany GmbH shall in particular also be entitled to withdraw from the contract if the Supplier violates the provisions of sections 18 and 19.

22.2 Termination for good cause (extraordinary termination) shall be available to each Party if the statutory requirements for this are met. In particular, Oxford PV Germany GmbH shall be entitled to extraordinary termination if

- a) the Supplier culpably violates essential contractual obligations imposed on the Supplier and does not cease this violation of obligations despite a formal warning – insofar as such is necessary – or does not remedy the condition contrary to the contract within the reasonable period set by Oxford PV Germany GmbH for this purpose;
- b) the financial circumstances of the Supplier have deteriorated significantly, so that the proper fulfilment of Oxford PV Germany GmbH's claims against the Supplier appears to be at risk;
- c) the Supplier violates the provisions in sections 18 and 19;
- d) the Supplier becomes insolvent or is threatened with the opening of insolvency proceedings, dissolution, liquidation or transformation.

- 22.3 In the event of withdrawal, the contract shall be cancelled in accordance with the statutory provisions.
- 22.4 In the event of termination, the Contractual Services already demonstrably provided by the Supplier up to the time of termination shall be remunerated on presentation of the relevant receipts. Payments already made by Oxford PV Germany GmbH shall be credited against the remuneration or shall be refunded in the event of overpayments.
- 22.5 If the Supplier has obtained documents, records, plans and drawings from Oxford PV Germany GmbH within the framework of the contractual cooperation or for the purpose of its execution, the Supplier shall hand these over to Oxford PV Germany GmbH without delay in the event of termination or withdrawal.

23. Final Provisions

- 23.1 These GTC and the contractual relationship between Oxford PV Germany GmbH and the Supplier shall be governed exclusively by the law of the Federal Republic of Germany excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods, and excluding private international law.
- 23.2 The exclusive place of jurisdiction for all disputes arising directly or indirectly from or in connection with the contractual relationship shall be Brandenburg an der Havel. Oxford PV Germany GmbH shall, however, also be entitled to bring an action at the general place of jurisdiction of the Supplier.
- 23.3 Amendments and supplements to these GTC including this provision shall be in writing to be effective, unless they have been demonstrably negotiated between Oxford PV Germany GmbH and the Supplier. The written form shall also be maintained by qualified electronic signature.
- 23.4 If any provision in these GTC is or becomes void, invalid or unenforceable in whole or in part, or if a provision that is necessary in itself is not included, the validity and enforceability of all other provisions of these GTC shall not be affected. In lieu of the void, invalid or unenforceable provision or in order to fill the gap in the provision, a legally permissible provision shall apply which corresponds as far as possible to what the Parties intended or would have agreed in accordance with the meaning and purpose of these GTC if they had recognized the invalidity or the gap in the provision. This severability clause shall not result in a mere reversal of the burden of proof, but precludes Section 139 German Civil Code (*BGB*) altogether.
- 23.5 The Supplier shall not be entitled to transfer and/or assign rights and obligations from the contract with Oxford PV Germany GmbH to third parties without prior written consent of Oxford PV Germany GmbH. This prohibition of assignment shall not apply to monetary claims.