

General Terms and Conditions of Purchase for Indirect Materials and Services

1. Scope, parties and purpose of the agreement

The following General Terms and Conditions of Purchase (“GTC”) shall apply to all services and deliveries (hereinafter referred to as “contractual services”) to be provided by the contractor (hereinafter referred to as “business partner”) for ista SE or ista Customer Service GmbH (hereinafter referred to as “ista”), unless otherwise agreed between the contractual partners. The GTC shall be supplemented by the respective individual order; the individual contractual components shall apply in the following descending order, in case of any deviations or contradictions:

- The agreement with you
- The respective individual order
- These GTC
- The annexes providing further details on the individual order.

Any deviating General Terms and Conditions of the business partner shall not apply.

2. Individual orders and other contractual amendments

Individual orders are only valid if they are submitted in writing (text form is sufficient). This also applies to subsequent amendments and supplements.

Amendments and/or supplements to the scope of services required for contractual fulfilment shall require prior approval of ista, at least in text form.

3. Characteristics of the service and personnel employed, subcontractors

The business partner shall perform all contractual services in accordance with state of the art technology at the time the contract was concluded, and shall use the services of personnel who are qualified to perform the contractual services. The business partner shall implement relevant changes in state of the art technology promptly, and shall inform ista of this accordingly, at least in text form.

The business partner may only use the services of subcontractors (including the business partner's affiliated companies in the sense of Sections 15 et seqq. AktG (Joint stock corporation act) to carry out the contractual services with the prior approval of ista, at least in text form.

ista is entitled to require that the personnel or subcontractor be replaced or removed for material reasons (for instance legitimate doubts regarding required experience, qualification, or

compliance with occupational safety or environmental protection provisions). In such cases, the business partner shall promptly obtain qualified replacements. Agreed deadlines shall remain unaffected.

Personnel qualification classes as at the time of commissioning shall be used when determining the business partner's compensation claim.

The business partner shall release ista from any claims and costs, including the costs of legal prosecution, resulting from any poor performance on the part of the business partner, its employees or subcontractors.

4. Compliance

The business partner shall comply with the specifications of the ista Supplier Code of Conduct – available at [LINK](#) – and shall obligate its employees and subcontractors to likewise comply with this Code. The business partner shall provide verification of this to ista on request.

The business partner or personnel performing the contractual services shall continue to be considered part of the business partner or their subcontractor, regardless of whether they work for ista for a long period of time or work in ista facilities; they shall not enter into any employment relationship with ista.

5. Performance period

The performance period shall be determined based on the contractual documents. The business partner shall inform ista promptly, at least in text form, if it becomes aware that it will not be able to meet an agreed deadline. If necessary, the parties shall agree to a new deadline; this shall not affect claims of ista resulting from failure to meet the original performance period.

6. Workplace/transportation

The contractual services shall be provided for ista with free delivery to the point of use. Transportation shall be at the cost and risk of the business partner. The business partner shall include an auditable delivery slip or performance record with each contractual service, or shall submit this promptly thereafter.

The business partner is only entitled to provide partial deliveries / services with the prior approval of ista at least in text form.

7. Data protection

The business partner shall comply with relevant data protection and data security requirements, and shall act in a manner conforming to data protection law towards third parties. If personal data is processed within the course of the contractual relationship, then the contractual partners shall

conclude a contract data processing agreement.

8. Documentation

The business partner shall submit documents required under the contract to ista in German. If not otherwise agreed and if these must be submitted in electronic form, then they must be able to be opened using commonly available MS Word, MS Excel and MS Project software.

9. Warranty, limitation period

If a contractual service is defective, ista shall be entitled at least to the statutory warranty claims in full.

ista may, at its discretion, request that the defect be corrected or that defect-free goods be delivered or that a new good be manufactured.

The statute of limitations for defect claims shall be extended by the time between the defect complaint and the time the defect is corrected. Defect claims of ista shall expire within three years, unless the statutory limitation periods are longer.

10. Your liability

The business partner shall be liable in accordance with the statutory regulations.

Costs to be reimbursed by the business partner in case of damage include costs for troubleshooting, installation and removal costs and lost profits.

11. Compensation and billing, payment

The agreed prices include all discounts and surcharges, and are fixed prices. They do not include the statutory VAT, which must be listed separately by the business partner.

The business partner shall create an auditable invoice for each order, including appropriate proof of performance, and shall send this to the invoicing address provided by ista. This invoice must contain the legally required mandatory information and information necessary for traceability purposes (such as the ista order number, goods designation, ista cost centre, etc.).

Invoices for partial deliveries / services must be marked "partial delivery invoice" or "partial service invoice", while final invoices must be marked "final invoice" or "remaining delivery invoice" or "remaining service invoice". The minimum requirements for invoices are available at [LINK - Requirements for Invoices](#).

The payment term is 30 days from when the invoice is received.

12. Rights of use

ista shall obtain all rights (in particular the rights to duplication, editing and marketing in any

form) to contractual services performed by the business partner, including their patentable results. These rights shall be exclusive and shall not be compensated further. The business partner can use its work results until the end of the respective contractual service.

If the business partner owes the performance of special services to be completed in accordance with the specifications of ista and/or with the collaboration of ista under the respective individual order, then the business partner shall hereby grant ista sole rights of use to said work results as exclusive rights. The contractual partners hereby agree that the legal consequences of copyright violations shall apply accordingly, even in cases where ista violates agreed exclusive rights to data, ideas, intellectual property, and similar. The business partner is obligated to develop services provided to ista with exclusive rights of use or have these developed by others, not independently of ista in an identical or functionally similar manner, and/or to directly or indirectly support the other development of such services or use them directly for itself or indirectly for others.

13. Property right violations

The business partner shall be responsible for ensuring that contractual services are free from any third party protected rights. If property rights are violated, at the discretion of ista the business partner must either modify or replace the services so that they no longer violate the protected rights, while still fulfilling contractual requirements, or ensure the right for ista to use the services without restriction in accordance with the contract and without additional costs for ista.

The above also applies to your work results and services, which the business partner performed for ista in the past.

14. Insurance

The business partner hereby assures that it shall maintain liability insurance for personal injury, property damage and pecuniary losses with a sum insured sufficient for the contractual services of at least 1.5 million euros per loss incident. Upon request by ista, the business partner shall provide verification of insurance protection.

15. Term and termination

The term of the agreement is agreed individually in each case, and is stated in the contract documents.

Both contractual partners are entitled to terminate the agreement by extraordinary means for good cause in accordance with § 314 BGB.

16. Obligations after the end of the agreement

The business partner shall promptly return all documents, electronic files, and information after the end of the agreement, without requiring a request to do so, which the business partner receives or has prepared based on the contract or, if requested by ista, the business partner shall destroy such documents. Electronic files include application data, databases and database works, as well as data generated as part of data backup and logging.

17. Confidentiality

The business partner is obligated to treat all knowledge, experience and information received from us (hereinafter referred to as "knowledge") as confidential, this means that it may not commercially exploit this knowledge either directly or indirectly or, for instance, disclose it to third parties without the prior written approval of ista. All knowledge which the business partner receives is considered confidential, unless ista has expressly designated it as non-confidential in writing.

Knowledge and written relevant documents remain property of ista. The business partner shall fully return such documents, including all copies and duplicates, etc., or delete saved program copies completely, then provide written confirmation of this to ista.

The business partner is obligated to only make the knowledge accessible to employees who require it for the purposes of the agreement, and to obligate these employees likewise to confidentiality to the same extent, including after the employment relationship ends if this is permitted by law.

These obligations shall not apply to knowledge if the business partner can verify that

- a) the knowledge was already known to the business partner before receipt, or
- b) the knowledge was made public or was public before receipt
- c) the knowledge becomes publicly accessible or known after receipt, without the business partner being responsible for this, or
- d) the knowledge was made available to the business partner at any time, by any authorised third parties, without this being covered by a non-disclosure agreement obligation.

For each verified, culpable violation of the above obligations, the business partner shall be required to pay ista a reasonable contractual penalty; ista shall determine the amount of this penalty, although ista shall determine the amount, and the business partner can have this reviewed by a court of law. Other claims to

which ista is entitled, in particular to claims for damages or cessation, shall not be affected.

18. Advertising prohibited

The business shall advertise using the existence of the business relationship only with the prior written approval of ista, within a framework to be agreed upon with ista in advance.

19. Place of jurisdiction

Essen shall be the agreed place of jurisdiction for merchants, legal entities under public law or public law special funds.

For special assets, Essen shall be the agreed place of jurisdiction.

20. Travel expenses, travel time

Any significant travel required to complete performance shall require prior approval of ista at least in text form.

Generally, ista shall not compensate travel time.
