

GEA IRELAND (2023/01)

Standard Terms and Conditions of Purchase – Procurement



A. General Terms and Conditions

1. General / Scope of Application

- 1.1. These Terms and Conditions of Purchase - Procurement (hereinafter referred to as "**Terms**") shall apply to all purchase orders for goods and services, including proposals, consultations, and other ancillary services ("**Deliveries**"), of GEA companies legally registered and incorporated within the Republic of Ireland being affiliates of GEA Group AG, (hereinafter referred to as "**GEA**").
- 1.2. These Terms shall apply to business transactions between GEA and parties who supply equipment and/or services to GEA (hereinafter "**Supplier**").
- 1.3. These Terms shall exclusively govern any purchase order placed by GEA with the Supplier and shall be supplemented by schedules to cover specific requirements and obligations of the Supplier (the "**Schedules**") which collectively shall be regarded as the "**Contract**".
- 1.4. These Terms shall apply exclusively. Any and all conflicting or general terms and conditions or terms and conditions deviating from these Terms or the statutory provisions of the Supplier or third parties shall be excluded and shall only be applicable if and to the extent GEA has expressly agreed to their application in writing. This also applies even if GEA has not expressly objected to the validity of such conflicting or deviating general terms and conditions of Supplier or has accepted or paid for the Deliveries without reservation.
- 1.5. Individual agreements in the Contract shall have priority over the Terms.
- 1.6. Delivery terms shall be interpreted in accordance with the Incoterms® which shall be applicable in the version current at the time of conclusion of the Contract.
- 1.7. Insofar as in these Terms or in other parts of the Contract reference is made to:
 - 1.7.1. a requirement for the written form, text form (including e-mail; but excluding text messaging services (including SMS)) shall be sufficient to comply with the written form, unless explicitly provided otherwise;
 - 1.7.2. "days", "weeks" or "months" are referred to, calendar days, calendar weeks or calendar months, unless expressly provided otherwise.
 - 1.7.3. "Banking Days" refers to all days, other than Saturdays, Sundays and public holidays at GEA's registered office, on which the banks at GEA's registered office are open for business.

2. Conclusion of Contract. Formal Requirements

- 2.1. The conclusion of the Contract between GEA and the Supplier requires a formal purchase order issued by GEA.
- 2.2. Offers of the Supplier are binding unless otherwise expressly stated therein. GEA may accept a binding offer of the Supplier to conclude a Contract by issuing a written purchase order until the expiry of fourteen (14) days after GEA's receipt of the submission or such longer acceptance period as may be set out in the said offer. Until the expiration of this period (offer validity), the Supplier is bound to its offer and is capable of being accepted by GEA. Silence on the part of GEA shall not be interpreted as acceptance by GEA. If GEA's acceptance of an offer is received late by the Supplier, the Supplier shall promptly inform GEA thereof in writing, failing which the Supplier shall remain bound by such offer.
- 2.3. If GEA's purchase order is not preceded by a binding offer of the Supplier, GEA is entitled to revoke the purchase order if GEA does not receive the Supplier's order acceptance within five (5) Banking Days after receipt of such purchase order. If the order acceptance of the Supplier deviates from GEA's purchase order in any respect, the Supplier shall specifically emphasize this in such order acceptance; such deviations shall only become part

- of the Contract if GEA expressly accepts them in writing. A Contract between GEA and the Supplier is also concluded, binding and legally enforceable if the Supplier carries out the Deliveries specified in a purchase order, or otherwise performs the purchase order in any respect. Subsequent changes to a purchase order require written confirmation by GEA.
- 2.4. If GEA refers to a certain intended or required use in a purchase order, prior to the conclusion of the Contract, the Supplier is obliged to inform GEA in writing if the Deliveries specified in the purchase order are not suitable without restrictions for the intended use stipulated in the purchase order. Subsequent changes to a purchase order require written confirmation by GEA.
- 2.5. The preparation of cost estimates as well as the preparation of offers, including the preparation of associated plans, samples or models, shall - unless expressly agreed otherwise - be at the sole cost and expense of the Supplier.

3. Prices, Terms of Payment

- 3.1. The agreed prices shall be binding and shall be FCA (Incoterms®), plus the statutory value added tax at the rate applicable at the time of delivery. The prices shall include everything that the Supplier must affect in order to fulfill its delivery and/or performance obligation to the agreed destination, in particular, but not limited to, packaging, transport, freight, unloading, insurance, customs duties, taxes, assembly costs and other ancillary costs, unless otherwise agreed in writing.
- 3.2. GEA reserves the right to acknowledge excess or short Deliveries.
- 3.3. The Supplier's claim for payment shall – without prejudice to further legal requirements – only become due for payment after: (i) complete receipt of the Deliveries by GEA or, (ii) if Acceptance (as defined below) is required, after Acceptance; in each case, as well as (iii) receipt of a proper and auditable invoice, within 60 days.
- 3.4. All invoices of the Supplier must – without prejudice to any legal requirements, contain the following minimum information: (i) GEA's purchase order number, (ii) contact persons in charge at GEA and at Supplier, (iii) goods per line item, (iv) quantity, (v) Supplier's tax identification number, and (vi) GEA's Tax ID Number (e.g. VAT Number, GST Number, W-9, etc.), and (vii) whether a partial, excess, short, sample or residual delivery is made, if any. If one or more of these details are missing and, as a result, GEA's invoice processing in the normal course of business is delayed, the payment deadlines set forth in clause 3.3 shall be extended by the period of the delay.
- 3.5. Unless otherwise agreed in the Contract, the original invoice shall be sent in duplicate copy:
 - 3.5.1. either electronically to the communicated central email address shared by GEA (preferred), or alternatively
 - 3.5.2. in case electronic sending is not possible via post to the address specified by GEA in the purchase order.
- 3.6. For the timeliness of payment, the receipt of a corresponding transfer order at the bank of GEA is sufficient. Bank charges and related expenses shall be borne by the Supplier.
- 3.7. Payments by GEA shall neither constitute acceptance of the Deliveries nor acknowledgement of the settlement of accounts or recognition of the Deliveries as free from defects and/or in time.
- 3.8. Claims of the Supplier arising from the Contract may only be assigned to third parties with the prior written consent of GEA.
- 3.9. GEA shall be entitled to set-off and retention rights without limitation.
- 3.10. If services are invoiced on an hourly basis, the Supplier must report to GEA's responsible

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- Contractor Coordinator or his/her/their representative before commencing work.
- 3.11. Time sheets shall be issued primarily on forms provided by GEA or otherwise in a format agreed between GEA and the Supplier and submitted to GEA's supplier coordinator or his/her/their representative daily for countersignature. The time sheets shall, in such detail reasonably required by GEA, list the services performed and the periods of activity. Insofar as GEA provides the Supplier with forms for the time sheets, only these forms shall be used by the Supplier.
- 3.12. GEA reserves the right at any time to require a performance guarantee in a form acceptable to GEA in respect of the Supplier's obligations under the purchase order.
- 3.13. If GEA makes any advanced payment to the Supplier then the Supplier shall provide GEA with an "on demand" advanced payment bank guarantee from a bank and in a form acceptable to GEA.
4. Deliveries
- 4.1. Unless otherwise agreed, deliveries shall be made on a DDP basis, including unloading at the place of delivery designated in the Contract ("Place of Delivery"). If the Place of Delivery is not specified and unless otherwise agreed, delivery shall be made to GEA's place of business. The Supplier shall enclose all documentation required under the Contract as well as other necessary documents free of charge with the Deliveries. Unless otherwise agreed, the Supplier is not entitled to partial deliveries or partial services.
- 4.2. The Supplier shall pack the Deliveries in accordance with GEA's packing instructions and requirements. In any case, the Deliveries shall be packed and secured by the Supplier against any transportation damages. The Supplier shall insure the Deliveries for transport. In addition, the packaging must be suitable to protect the Deliveries against deterioration, such as rust or corrosion, for a period of at least six (6) months, unless a longer period has been agreed. The packaging shall be marked in such a way that the contents of the goods, the number of pieces, the container/carton number and the weight (net/gross) can be read from a distance of one (1) meter. All wood packaging materials, including but not limited to pallets, shall conform to ISPM15.
- 4.3. Each Delivery shall be accompanied by a delivery bill in duplicate. All delivery and shipping documents shall include: (i) GEA's respective purchase order number, (ii) the date of the purchase order, (iii) if available, the item number specified by GEA, (iv) the place of delivery, and (v) the manufacturer's name and address, (vi) item description, (vii) carton quantity, lot/batch, and information regarding any required pallet exchange at the Supplier's facility on all paperwork. Failure to provide this information shall entitle GEA to refuse acceptance of Deliveries, and/or delay payments.
- 4.4. To the extent required, the Deliveries shall be CE marked and be compliant in all respect with CE requirements.
5. Delivery Dates, Delays
- 5.1. Agreed delivery dates and deadlines or completion dates and deadlines for Deliveries (hereinafter "**Delivery Dates**") shall be contractually binding. Achievement of the Delivery Dates requires that the Deliveries are handed over to GEA at the Place of Delivery on the respective Delivery Date. If the Deliveries require Acceptance, the respective Delivery Date is met, if the Supplier makes the conforming Deliveries available to GEA on the Delivery Date ready for Acceptance, and GEA confirms Acceptance. Premature deliveries are not permitted, unless GEA agrees to an early delivery in advance in writing. The mere unconditional acceptance of an early delivery by GEA shall not affect the originally agreed Delivery Date. Payment periods in accordance with clause 3.3 shall only be applied from the originally agreed Delivery Date(s).
- 5.2. As soon as the Supplier recognizes circumstances which may prevent a duly and timely delivery, the Supplier shall inform GEA immediately in writing, stating the reasons and the expected duration of the delay. GEA is entitled to demand partial delivery from the Supplier without incurring additional transport costs, to the extent that possible delivery delays can be reduced by such action. The obligation to comply with Delivery Dates shall remain unaffected.
- 5.3. If the Supplier is in default of meeting the Delivery Dates or other deadlines agreed upon in the Contract, GEA is entitled to claim or deduct liquidated damages of 1% for each commenced week of delay, subject to a maximum of 5% of the total price of the purchase order. Further claims for damages shall remain unaffected.
- 5.4. In case the Supplier fails to make the Delivery or the Delivery is delayed, GEA's rights or remedies are in addition to the rights and remedies available to it under the Contract or by law, including termination of the Contract.
6. Acceptance, Transfer of Risk
- 6.1. Deliveries shall only be subject to formal acceptance if this has been expressly agreed between GEA and the Supplier and is included in the Schedules (the "**Acceptance**").
- 6.2. Unless otherwise agreed, GEA may – without prejudice to any other remedies – declare Acceptance in any case up to 14 days after receipt of the conforming Deliveries. The trial commissioning or use of Deliveries shall not in itself constitute Acceptance. Partial Acceptances are generally excluded. Partial Acceptance shall only take place upon GEA's request if the Deliveries would otherwise be definitively withdrawn from subsequent technical inspection due to the progress of executing the Contract. In all other respects, GEA's rights and obligations in respect of Acceptance shall be governed by the Contract and any other rights and remedies at law.
- 6.3. In the case of Deliveries without installation and assembly, the risk shall pass to GEA upon handover of the Deliveries at the contractually agreed Place of Delivery. In the case of Deliveries which also include installation and assembly, the risk shall pass to GEA upon Acceptance of the Deliveries.
7. Intellectual Property Rights, Licenses
- 7.1. Irrespective of whether the Deliveries are subject to Acceptance by GEA, GEA acquires full legal ownership of the Deliveries at the time of the handover of the Deliveries at the contractually agreed Place of Delivery, unless otherwise agreed in writing. Notwithstanding the above, ownership of the Deliveries shall pass from the Supplier to GEA on payment by GEA of the Deliveries. GEA is entitled to mix, process or combine Deliveries delivered in the ordinary course of business with effect for itself and also to resell them in the ordinary course of business.
- 7.2. The Supplier grants to GEA an irrevocable, royalty free, non-exclusive, transferable, sub-licensable, perpetual right of use territory and content, to all copyrighted contents or contents protected by intellectual property rights contained in the Deliveries. This includes the use in its own- or third-party operations, either by itself or by third parties, as well as their reproduction, distribution, presentation, exhibition, processing, or transformation.
8. Drawings, Plans, Tools
- 8.1. The Supplier shall provide to GEA free of charge any and all drawings, calculations, specifications and other technical documents prepared or required for the performance of the Contract.

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- 8.2. GEA's approval to drawings, calculations, specifications and other technical documents shall not affect the Supplier's sole responsibility for Deliveries in accordance with the Contract. Unless the Supplier objects in writing, this also applies to proposals and recommendations by GEA as well as to modifications discussed between the Supplier and GEA.
- 8.3. The Supplier shall provide GEA with all drawings, documents and other records in accordance with the Contract or as otherwise required by GEA. In addition, all documentation required for repair, maintenance and servicing of the Deliveries shall also be supplied. All documentation shall be in the English language. Upon GEA's request, the Supplier shall provide all drawings, documents and other documentation free of charge also in electronic form, if available.
- 8.4. The Supplier grants GEA the right to use drawings, documents, other records for all purposes related to the completion, operation, modification, maintenance and repair of the Deliveries or any part thereof. This right includes the right to sublicense to GEA's customers and/or to persons designated by GEA or its customers.
- 8.5. All execution documents, drawings, devices, tools, models and other items ("**Supplies**"), together with all intellectual property rights, which GEA provides to Supplier for the performance of the Contract, or which are manufactured for contractual purposes and separately invoiced to GEA by Supplier shall remain GEA's property or shall become GEA's property. The Supplier shall mark them as GEA's property, keep them in safe custody, insure them to a reasonable extent against theft, fire, water or any other damage, and use them only for the purposes of the Contract. The costs of their maintenance and repair shall be borne by the Supplier. The Supplier shall immediately notify GEA of any damage to such Supplies. They are to be returned to GEA immediately upon GEA's request, at the latest, however, after execution of the Contract. The transfer, encumbrance or otherwise to third parties is not permitted. The Supplier does not acquire any further rights to the Supplies. GEA reserves all rights to drawings made according to its specifications and to processes developed or arising from it.
9. Quality Assurance, Retention of Documents, Audit
- 9.1. The Supplier shall independently check GEA's specifications, drawings, calculations and other requirements for any ambiguities, contradictions and/or errors within the scope of his expertise and technical knowledge. The Supplier shall immediately notify GEA of any concerns, also regarding the use assumed under the Contract or intended by GEA, so that this point can be resolved by mutual agreement.
- 9.2. The Supplier shall establish and demonstrably maintain a well-functioning quality assurance system which complies with the latest standards of the relevant Supplier industry, at least according to DIN EN ISO 9000, 9001. The Supplier shall carry out the quality assurance measures, including the required documentation, on his own responsibility. The Supplier shall keep the documentation in accordance with applicable, but at least for a period of ten (10) years, unless otherwise required by law.
- 9.3. Prior to delivery, the Supplier shall carry out a careful outgoing goods inspection, or if required by GEA a FAT (factory acceptance test). Deliveries which have not passed these checks or FAT may not be delivered by the Supplier. The defective Deliveries shall be clearly and easily recognizable marked on the packaging units as failures and shall be transported by the Supplier to a restricted warehouse. As soon as the Supplier becomes aware of quality problems or other defects of its Deliveries, the Supplier shall immediately inform GEA thereof in writing; in doing so, the Supplier shall in particular also inform GEA of the potential health and safety risks emanating from its Deliveries, the impairment of use as well as any data and information enabling the affected deliveries to be identified.
- 9.4. If GEA has placed several purchase orders with the Supplier for certain Deliveries, the Supplier shall inform GEA without delay of any quality-relevant changes to the Deliveries, in particular concerning the manufacturing process or components, constituents or basic materials, even if these changes are within the scope of the specification, before accepting the next order.
- 9.5. Upon prior timely written request, GEA shall be entitled to inspect the documentation and to gain access to its premises for the purpose of inspection of the quality assurance system and measures by independent auditors during normal business hours. The inspection shall not release the Supplier from its liability for defects. GEA has a legitimate interest to review inspection and test reports of the Supplier concerning a Delivery to GEA. The Supplier is obliged to allow such review and inspection.
10. Spare and Wear Parts, Technical Support and Maintenance
- 10.1. The Supplier undertakes to offer GEA any suitable spare and wear parts for its Deliveries for a period of at least ten (10) years as of delivery at standard market conditions. Unless otherwise agreed and where reasonable for the Supplier, the same prices shall apply to the spare and wear parts during this period as agreed in the context of the original Delivery.
- 10.2. Should the Supplier realize that it cannot deliver suitable spare and wear parts to GEA for more than ten (10) years at the conditions specified in clause 10.1, it shall promptly notify GEA thereof in order to give GEA another opportunity to order spare and wear parts.
- 10.3. The Supplier also undertakes to offer GEA ongoing technical support and/or maintenance of the Deliveries for a period of at least ten (10) years from delivery.
11. Defects of Material and Defects of Title, Serial Defects
- 11.1. The Supplier warrants that the Deliveries shall conform to their specification, and shall be free from defects in quality and workmanship at the time of passing of risk. The Deliveries shall in all respects comply with the Contract and all applicable laws, directives and standards (including, without limitation, the EU Regulation (EC) 1935/2004, as amended, on materials and articles intended to come into contact with foodstuffs is expressly referred to), in particular with the relevant safety regulations, occupational health and safety regulations as well as environmental and fire protection regulations and ordinances, as well as with the state of the art in science and technology, be of high quality in type and grade and be suitable for the use assumed under the Contract. – but at least for the common use. If the Supplier has provided a preliminary sample which has been approved by GEA, the Deliveries must additionally comply with the properties of the preliminary sample.
- 11.2. If the Deliveries are defective in material or workmanship, GEA shall be entitled to pursue any rights or remedies under the Contract or otherwise at law. In particular, GEA shall be entitled, at GEA's option, to request from the Supplier either the remedy of defects or the delivery of a new Delivery free of defects within a reasonable period of time as determined by GEA. The Supplier shall bear all costs incurred in connection with the repair or replacement of defective Deliveries (including transport, handling, sorting, installation / removal, material and labour costs) and shall indemnify, keep indemnified and hold harmless, on demand, GEA from and against any costs, losses or damages incurred by GEA arising out of or in connection with such defects. In all other respects, GEA shall be entitled to the statutory warranty claims and rights without restriction.

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- 11.3. The costs incurred by the Supplier for the purpose of inspection and rectification shall be borne solely by the Supplier even if it turns out that there was actually no defect. GEA's liability for damages in the event of an unjustified request for rectification of defects shall remain unaffected.
- 11.4. A release of a product sample, drawings or other technical documents declared by GEA shall not affect any warranty rights of GEA. Payment, inspection or reception of all or part of the Deliveries shall not constitute acceptance of the Deliveries by GEA and shall not imply any waiver of GEA's rights under these Terms.
- 11.5. GEA's legal obligation to inspect the Deliveries after delivery is limited to the inspection of externally visible transport damage and deviations in identity and quantity as well as other obvious defects. The notice of defects is in any case timely if it is sent within five (5) Banking Days from the receipt of the Deliveries by GEA and is subsequently received by the Supplier. In the case of hidden defects, this period shall run from the time of their discovery. GEA shall have no obligations to inspect and give notice of defects beyond those set forth in this clause 11.5.
- 11.6. GEA is entitled to remedy defects itself at the cost and expense of the Supplier and without prejudice to the Supplier's liability for defects if there is or is likely to be an imminent danger or special urgency reasonably expected to cause death or serious physical harm. In such a case GEA will inform the Supplier in advance – to the extent possible and reasonable – about the respective defects and the reasons for the self-remedy.
- 11.7. The following shall apply in addition to defects of title:
 - 11.7.1. The Supplier warrants that the Deliveries are free from defects in title at the time of transfer of ownership. In particular, the Supplier shall ensure that third parties cannot assert any rights in relation to the Deliveries, in particular any rights in intellectual property such as patent rights, trademark rights, utility models, design rights and copyrights (hereinafter referred to as "IPR") or any other restrictions at law, or that IPR of third parties are infringed. To the extent necessary, the Supplier shall ensure that it has obtained and granted to GEA all rights, licenses and authorizations of the holders of the IPR required for the use of the Deliveries by GEA.
 - 11.7.2. If a third party asserts a claim against GEA for infringement of an IPR with respect to the Deliveries, the Supplier shall – without prejudice to GEA's further rights – at its own expense and at its option either (i) obtain a right of use for the Deliveries, (ii) modify the Deliveries in such a way that the IPR is not infringed or (iii) replace the Deliveries with new Deliveries which do not infringe the IPR.
 - 11.7.3. The Supplier undertakes to indemnify, keep indemnified and hold harmless, on demand, GEA and its affiliates and their respective directors, officers, employees, agents, contractors, representatives and suppliers, against any and all liabilities, costs, expenses, damages, losses and claims made by a third party arising out of or in connection with any third party's IPR suffered by it, and/or its affiliates, and their respective directors, officers, employees, agents, contractors, representatives and suppliers – including the associated costs of legal defence – as a result of their respective receipt, possession, use and/or exploitation of any of the Deliveries under a Contract. This obligation includes all existing and future claims of third parties asserted worldwide against GEA, its affiliates and their respective directors, officers, employees, agents, contractors, representatives and suppliers.
- 11.8. The following provisions shall apply in addition to the warranty for defects if the Deliveries (including materials, components or (sub-) systems) show a frequency of similar defects which is significantly outside the values usually expected or stated by the Supplier (hereinafter "**Serial Defects**"). In the event of a Serial Defect:
 - 11.8.1. the Supplier shall submit and implement at its own expense a plan for the elimination of the defect, which includes measures to compensate for the behaviour of other components of this delivery which is to be expected due to the similarity of the damage that has occurred.
 - 11.8.2. GEA may require the replacement of all Deliveries of the affected batch unless Supplier can demonstrate that the Serial Defect is excluded for the remainder of the batch.
 - 11.8.3. the Supplier shall bear all costs and expenses incurred by GEA due to the replacement of the Deliveries to the extent the Supplier is responsible for the Serial Defect.
12. Defects Liability Period
 - 12.1. The contractual defects liability period for defects in the Deliveries shall be thirty-six (36) months from Delivery. The Supplier's liability for latent defects shall be in accordance with the provisions of Irish law.
 - 12.2. In the event of subsequent performance by means of new delivery or new manufacture or rectification of defects, the defects liability period shall recommence upon delivery of the new Delivery or manufacture or completion of the rectification work. This does not apply insofar as Acceptance is required for the new Delivery or manufacture or rectification. In this case, the limitation period shall recommence with the confirmed Acceptance by GEA.
 - 12.3. A notice of defect given by GEA within the defects liability period shall suspend such period until GEA and the Supplier mutually agree on the remedy of the defect.
13. Indemnification and Insurance
 - 13.1. Without prejudice to any other claims, the Supplier shall indemnify, keep indemnified and hold harmless, on demand, GEA and its affiliates, their respective agents, directors, officers, employees, contractors, representatives and suppliers against any and all liabilities, costs, expenses, damages, losses and claims for damages of third parties and of GEA based on defective Deliveries of the Supplier, in particular but not limited to those based on product liability, or based on the infringement of IPR or copyrights in connection with Deliveries of the Supplier, to the extent that the Supplier is responsible for the defect of the Deliveries or the infringement of IPR. In this respect, the Supplier is also obliged to reimburse GEA for all costs and expenses incurred because of GEA being obliged to recall a product, carry out a field action, issue a warning or otherwise inform GEA's customers or third parties due to a defect in the Supplier's Deliveries, unless the Supplier is not responsible for this defect. GEA will inform the Supplier – to the extent possible and reasonable – about the content and scope of any recall measures. In all other respects the Supplier is liable in accordance with the relevant statutory provisions and under the Contract.
 - 13.2. The Supplier shall indemnify, keep indemnified and hold harmless, on demand, GEA and its affiliates, their respective agents, directors, officers, employees, contractors, representatives and suppliers against any and all liabilities, costs, expenses, damages, losses and claims for damages arising out of or in connection with any act, omission,

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- non-performance or breach of any of the Supplier's obligations under the purchase order or Contract.
- 13.3. The Supplier is obliged to maintain insurances in accordance with the relevant Schedule.
14. Rights to Documents and Records, Confidentiality
- 14.1. Insofar as GEA provides the Supplier with illustrations, moulds, templates, samples, designs or design proposals, drawings, know-how, business or technical documents, software, calculations or other documents and records (hereinafter referred to as "**Documents**"), GEA reserves all intellectual property rights thereto, such as patent, trademark, utility model and design rights as well as copyrights. The Supplier may use the Documents without GEA's prior consent only to the extent that this is absolutely necessary for the respective contractually intended purpose. Ownership, including copyright, of the Documents shall always remain with GEA.
- 14.2. The Supplier is obliged to keep strictly confidential information provided or made available to the Supplier which the disclosing party designates as being confidential or which, under the circumstances surrounding its disclosure or acquisition reasonably ought to be treated as confidential by the Supplier, including without limitation all technical, operational and business information received from GEA or an affiliate within the scope of or in connection with a Contract for Deliveries, in particular know-how and trade secrets, the existence and contents of Contract, any information disclosed prior to or acquired before the date of the Contract, information relating to the services, Deliveries, correspondence, intellectual property including trade secrets, GEA's and/or its affiliates' current and future products and customers, technical knowledge, methodologies, technology, software, product plans, formulae, processes, techniques, data and data systems, current and future suppliers, markets, sales, prices, accounts, finances, forecasts, projections, prospects, organisation, business, policies, practices, transactions, marketing plans, the marketing or promotion of any product, and information received from others that a party is obligated to treat as confidential (hereinafter "**Confidential Information**"), unless the Confidential Information, (i) has come into the public domain, otherwise that through a breach of confidentiality obligations by the Supplier, (ii) was demonstrably already lawfully known to the Supplier prior to receipt and without any obligation to maintain confidentiality, (iii) is lawfully disclosed to the Supplier by third parties without any obligation to maintain confidentiality, or (iv) to the extent GEA has previously consented in writing to the disclosure of the Confidential Information, or (v) is required to be disclosed by applicable law, or (vi) is a disclosure to its legal counsel, professional advisors, auditors or financiers on a "need to know" basis, and subject to confidentiality obligations no less onerous than those set out in the Contract. The confidentiality obligation shall apply regardless of how the respective Confidential Information was made available, whether orally, in writing or in any other manner. The confidentiality obligation shall also apply to designs, drawings, descriptions, specifications, electronic media, software and corresponding documentation, samples and prototypes.
- 14.3. Confidential Information may only be used, reproduced and exploited by the Supplier in connection with and for the purposes of the Contract entered into with GEA and may only be made accessible to such persons in the Supplier's business operations who must necessarily need to know for the purpose of the Deliveries to GEA and who, prior to disclosure of the Confidential Information, are bound to these provisions on confidentiality in a comparable manner. The Supplier undertakes to take all necessary measures to ensure that Confidential Information is not made available to third parties without the express prior written consent of GEA. Upon GEA's request, all Confidential Information originating from GEA shall be immediately returned to GEA in full or destroyed, to the extent technically feasible.
- 14.4. The Supplier may disclose Confidential Information to the extent it is obliged to do so due to an official or judicial order or mandatory legal provisions or to the extent this is necessary to enforce its rights under the contract concluded with GEA. However, if the Supplier is obliged to disclose Confidential Information, the Supplier shall notify GEA promptly so that GEA is in a position to take appropriate steps, if necessary, together with the Supplier, to protect the confidentiality of the Confidential Information to be disclosed. In any event, Supplier shall use reasonable efforts to obtain assurance of the confidential treatment of the Confidential Information. Confidential Information disclosed in this manner shall be marked as "Confidential" or, if applicable, with another appropriate marking such as "Personal & Confidential" or similar.
- 14.5. The confidentiality obligation under this clause 14 of these Terms shall apply for a period of ten (10) years after termination of the contractual relationship, irrespective of the reason for termination.
15. Force majeure
- 15.1. Events of force majeure entitle GEA to postpone the performance of any of its obligations for the duration of the hindrance caused by the force majeure and an additional reasonable resumption period. Events of force majeure shall be deemed to include all and any events for which GEA is not responsible and which cannot be averted, in particular but without limitation, any act of God, war, monetary or trade policy or other sovereign measures, strikes, lockouts, significant operational disruptions (e.g. fire, machine breakdown, shortage of raw materials or energy) as well as obstruction of traffic routes, epidemic or pandemic including COVID-19 whether existing or future – in each case of more than short-term duration – which make the performance of GEA's obligations significantly more difficult or impossible ("**Force Majeure Event**").
- 15.2. If a party is affected by a Force Majeure Event, it shall use all reasonable endeavours to mitigate and/or eliminate the consequences of such Force Majeure Event and inform (including without limitation working with the other party in good faith to minimise the effect of the Force Majeure Event and to make any required variation to the Contract to reflect this Force Majeure Event) the other party of the steps which it is taking or proposes to take to do so.
- 15.3. No party will be liable for any delay in performing its obligations nor for failure to perform or substandard performance of its obligations under the affected Contract if and to the extent that this results from Force Majeure Events.
- 15.4. If the Force Majeure Event continues for at least two (2) months, either GEA or the Supplier may terminate the affected Contract with immediate effect. GEA shall inform the Supplier as soon as possible of the occurrence and end of such events.
16. Export Control
- 16.1. The parties are aware that the Deliveries may be subject to export and import restrictions. In particular, authorization requirements may exist and/or the use of the Deliveries may be subject to restrictions abroad. Supplier shall comply with all applicable export and import control regulations, customs and foreign trade regulations and correspondingly applicable laws, ordinances and requirements (hereinafter "**Foreign Trade Regulations**") and shall ensure that all import and export licenses or permits required for the fulfilment of its obligations are obtained. The Supplier will not take any action that causes GEA to violate

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- applicable Foreign Trade Regulations. In the event that the Supplier learns of a potential violation of Foreign Trade Regulations relating to the performance of the Contract, or a potential violation of the terms in this subsection, it will alert GEA as soon as possible, but in no event more than five (5) days after acquiring this knowledge. GEA may suspend or terminate the Terms and Contract to the extent that GEA reasonably concludes that performance would cause it to violate applicable Foreign Trade Regulations, including those described above, or put it at risk of becoming the subject of economic sanctions under such laws.
- 16.2. Supplier shall promptly provide to GEA in writing all information and data required by GEA or GEA's customer to comply with all Foreign Trade Regulations. For each shipment, Supplier must provide GEA with at least the following export control information and foreign trade data:
- 16.2.1. Eight-digit customs tariff number of the goods to be shipped;
- 16.2.2. the country of origin (non-preferential origin);
- 16.2.3. if requested by GEA:
- (i) Supplier declaration of preferential origin;
 - (ii) other proof of preference;
- 16.2.4. if the delivered goods are subject to restrictions according to any applicable Foreign Trade Regulation (e.g. EU DualUse List of Goods / US Commerce Control List), further detailed information including the relevant list of goods number.
- 16.3. The Supplier shall provide GEA with the necessary export control information and foreign trade data as early as possible, in case of goods or services subject to export licensing at the latest with the written order confirmation. In all other cases, the required export control information and foreign trade data shall be provided to GEA no later than three (3) Banking Days prior to shipment of the Deliveries. If the information and data cannot be provided in time, the Delivery and respectively the Contract shall be deemed not to have been fulfilled. Should a Delivery be subject to export restrictions in whole or in part due to national or international regulations, the Supplier shall inform GEA thereof without delay.
- 16.4. The fulfilment of the Contract by GEA is subject to the proviso that there are no obstacles to the fulfilment due to Foreign Trade Regulations or embargos and/or other comparable sanctions or legal regulations hindering the fulfilment.
17. Origin of goods
- 17.1. The Supplier shall state the origin of the goods (Country of Origin) in the commercial documents (in particular on the delivery bill and invoice) and, at GEA's request, provide a certificate of origin or a testimony of origin on the origin of the Deliveries respectively a (long-term) Supplier's declaration free of charge.
- 17.2. The Deliveries shall comply with the conditions of origin of the bi- or multilateral preferential agreements or the unilateral conditions of origin of the Generalized System of Preferences for Beneficiary Countries (GSP), provided that the Deliveries are within the scope of such goods traffic.
18. REACH
- 18.1. Hazardous products shall be packaged, labelled and shipped in accordance with the relevant national and international regulations. In particular, Supplier shall comply with the obligations concerning Supplier under EC Regulation 1907/2006 ("REACH") and provide a safety data sheet in accordance with REACH in the language of the country of destination. The Supplier shall also comply with all Irish regulations in this regard.
- 18.2. The Supplier shall ensure that all elements of the Deliveries are effectively pre-registered, registered or exempted from registration and, if relevant, also authorized in accordance with the relevant requirements of REACH for the uses notified to it by GEA. GEA is not obliged to obtain an authorization under REACH for a delivery made by Supplier.
- 18.3. The Supplier further warrants that it will not deliver any Deliveries containing substances pursuant to:
- 18.3.1. Annexes 1 to 9 of REACH as amended from time to time;
 - 18.3.2. the Council Decision 2006/507/EC (Stockholm Convention on Persistent Organic Pollutants) as amended from time to time;
 - 18.3.3. the EC Regulation 1005/2009 on Ozone Depleting Substances, as amended from time to time;
 - 18.3.4. (RoHS (2002/95/EC) for products according to their scope of application.
- 18.4. The Supplier warrants that EU Regulation 765/2008 CE standards shall be complied with.
- 18.5. If the Deliveries contain substances listed on the so-called "Candidate List of Substances of very High Concern" (SVHC list) according to REACH, the Supplier shall notify this immediately. This also applies if substances not previously listed are added to this list in the case of current Deliveries. The current list can be viewed at <https://echa.europa.eu/candidate-list-table>. Furthermore, the Deliveries shall not contain any asbestos, biocides or radioactive material. Should these substances be contained in the Deliveries, GEA shall be notified thereof in writing prior to delivery, stating the substance and the identification number (e.g., CAS) and a current safety data sheet of the Deliveries. The delivery of these Deliveries requires a separate release by GEA.
- 18.6. The Supplier shall indemnify, keep indemnified and hold harmless, on demand, GEA and its affiliates, their respective agents, directors, officers, employees, contractors, representatives and suppliers against any and all liabilities, costs, expenses, damages, losses and claims for damages arising out of or in connection with the Supplier's noncompliance with the above-mentioned regulations or to compensate GEA for any damage incurred by GEA due to or in connection with the Supplier's non-compliance with the regulations.
19. Subcontractors Assignment
- 19.1. The Supplier shall not sub-contract the performance of its obligations under a Contract without GEA's prior written consent. Transport persons are not considered subcontractors.
- 19.2. The Supplier shall be fully responsible for the careful selection and supervision, for the performance fulfilment of its obligations under the Contract as well as for the actions and omissions of the subcontractors as if such acts and omissions were its own. Irrespective of this, the Supplier shall ensure that: (a) the Supplier only subcontracts under a written agreement between the Supplier and the approved subcontractor and ensure that the relevant obligations under these Terms and related Contract are set out in that agreement; (b) the approved subcontractor undertakes to comply with all sub-contracted obligations.
- 19.3. If personnel are working on GEA's premises on behalf of the Supplier, the Supplier shall ensure such personnel to observe the applicable regulations, in particular accident prevention, safety, fire protection, environmental protection and hygiene regulations.
- 19.4. The Supplier is not entitled to assign claims arising from the contractual relationship with GEA to third parties without GEA's prior written consent.
20. Minimum Wage
- 20.1. The Supplier is obliged to pay its employees employed by him for the performance of the Deliveries according to the Contract at least the minimum wage according to the regulations of the Republic of Ireland. The Supplier shall indemnify,

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- keep indemnified and hold harmless, on demand, GEA and its affiliates, their respective agents, directors, officers, employees, contractors, representatives and suppliers against any and all liabilities, costs, expenses, damages, losses and claims for damages arising out of or in connection with a violation of such regulations by the Supplier, its affiliates and/or its subcontractors.
- 20.2. Notwithstanding any other rights of termination, GEA is entitled to terminate the Contract immediately if the Supplier and/or its subcontractors culpably violate the minimum wage regulations. The Supplier shall compensate GEA for any damage incurred as a result of such withdrawal or termination. In all other respects the statutory provisions shall apply.
- 20.3. GEA is entitled at any time to request from the Supplier a written confirmation of the payment of the minimum wage as well as to request from the Supplier suitable evidence for the verification of compliance with this clause 20, such as in particular minimum wage declarations of the Supplier's employees, confirmations of the Supplier's tax advisor or auditor.
21. Corporate Responsibility, Compliance, Data Protection
- 21.1. Supplier undertakes to comply with GEA's Code of Conduct, which is incorporated by reference as part of the Contract and is available on GEA's website (www.gea.com/en/company/suppliers/code-of-conduct/index.jsp), as well as GEA's registered supplier requirements, and shall ensure that its directors, officers, employees, suppliers and subcontractors are legally bound by a similar compliance obligation. Any breach of this obligation shall entitle GEA to full indemnification and immediate termination of the Contract at any time, without incurring any liability to the Supplier.
- 21.2. The Supplier undertakes to comply with the applicable data protection requirements, in particular the European Data Protection Regulation (VO (EU) 2016/679) as well as all data protection legislation of the Republic of Ireland as amended from time to time, when initiating and executing the Contract. If the Supplier subcontracts parts of its contractual obligations, the Supplier shall ensure through appropriate design of the subcontracts that the subcontractors also comply with the aforementioned obligations.
- 21.3. The Supplier shall act in accordance with all applicable laws, including, but not limited to, data protection laws and all laws, regulations and guidelines relating to information security, cyber security and IT security. Supplier shall maintain appropriate technical and organizational security measures in its business area to ensure information security at all times. These shall include, among other things, appropriate management systems and compliance with customary industry standards. Both parties undertake to take all necessary technical and organizational measures for data security when processing personal data.
22. Applicable Law, Place of Jurisdiction
- 22.1. These Terms, any disputes arising out of or in connection with these Terms and/or Contract, and the legal relationship between GEA and the Supplier arising out of or in connection with the contractual relationship shall all be governed by the laws of the Republic of Ireland.
- 22.2. The exclusive place of jurisdiction for all disputes arising out of or in connection with the Terms and/or Contract between GEA and the Supplier shall be Irish courts and the parties irrevocably submits to the same.
- 22.3. The Supplier shall continue to fully and unconditionally perform all its contractual obligations notwithstanding the occurrence of any litigation or similar proceedings.
23. Miscellaneous
- 23.1. Supplier shall perform the Deliveries and services as an independent contractor on arm's length terms. The relationship of the parties shall in no case be construed as that of principal/agent, employer/employee, partnership or similar relationship. The Supplier shall not represent itself as being GEA or acting on its behalf.
- 23.2. Each of the provisions of the Terms is separate and severable and enforceable accordingly and if at any time any provision is adjudged by any court of competent jurisdiction to be void or unenforceable the validity, legality and enforceability of the remaining provisions hereof and of that provision in any jurisdiction shall not in any way be affected or impaired thereby.
- 23.3. The place of performance for Deliveries without installation and assembly shall be the delivery address specified by GEA. The place of performance for Deliveries with installation and assembly shall be the place where the deliveries are to be installed and assembled. The place of performance for subsequent performance shall be the location of the respective Deliveries, in case of doubt the delivery address specified by GEA.
- 23.4. The Supplier shall comply in all respects with The Construction (Design and Management) Regulations as applicable within the Republic of Ireland and shall be deemed to have fully researched and determined its role and responsibilities under such regulations and have included all costs for compliance within the purchase price of the Deliveries.
- 23.5. The Supplier shall not be entitled to any additional costs and/or time for Delivery and/or performance related to any disruption caused by: (a) border delays affecting the importation of goods into the Republic of Ireland from the European Union and/or the United Kingdom and, to the extent applicable, payment of any unexpected new costs arising from the United Kingdom's trading relationship with the European Union following 31 December 2020, and/or (b) in relation to present and future outbreaks of COVID-19 and mutations and variants thereof ("COVID-19") any mandatory shutdown or other disruption of the Supplier's manufacturing facility or Place of Delivery by: (1) the Irish government, (2) any preventative action taken independently by the Supplier or GEA to reduce or minimise the impact of COVID-19 on its personnel and/or business operations, so as to render it impossible or more difficult for the Supplier to carry out the manufacture of its equipment; transport and deliver the Deliveries to the Place of Delivery, (3) install and commission the Deliveries at the Place of Delivery, or (4) carry out performance tests at the Place of Delivery, or otherwise perform its obligations under the Contract, and/or (c) any escalation in the cost of materials (including without limitation the cost of stainless steel, nickel and other metals) and/or (d) the global semiconductor shortage or any other material shortages.
- 23.6. Notwithstanding any other provision to the contrary within the Contract but except only to the extent the exclusion of GEA's liability is prohibited by applicable law (in which circumstances GEA's liability shall only be limited to the extent permitted by applicable law), under no circumstances, whether under any indemnity provisions within the Contract, by reason of breach of contract or statutory duty, negligence or other tort, breach of warranty or otherwise, shall GEA be liable for (whether direct or indirect) any loss of profit, loss of business, depletion of goodwill, loss or corruption of data or information, loss of use (including plant downtime or delays), loss of or damage to any product, feedstock, utilities or raw materials, loss of production, loss of revenues or loss of contracts, contractual liability or liquidated damages payable by the Supplier to any third party, or for any costs or losses associated with resulting business changes (including product recall costs), or

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- for any special, indirect, punitive, exemplary, incidental, economic or consequential costs, losses or damages of any description, howsoever caused and whether direct, indirect or otherwise.
- 23.7. Notwithstanding any other provision to the contrary within the Contract, except to the extent the exclusion or limitation of GEA's liability is prohibited by law (in which circumstances GEA's liability shall only be limited to the extent permitted by applicable law), GEA's maximum aggregate liability arising out of or relating in any way to the Contract, shall not exceed the purchase price of the Deliveries.
- 23.8. Nothing in the Contract shall exclude or limit either party's liability for death or personal injury caused by its (or its agent's or subcontractor's or their respective employee's) negligence, or either party's liability for fraud or fraudulent misrepresentation (or that of their agents, subcontractors or respective employees).
- 23.9. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 23.10. The Contract sets forth the entire agreement between GEA and the Supplier with respect to the Deliveries and supersedes any previous agreement or arrangement between the parties. Except to the extent expressly and specifically set forth in the Contract, all representations, warranties, undertakings and other statements of any kind, whether express, implied, statutory or otherwise, and all documents given or exchanged on or prior to the date of Contract, are expressly excluded and disclaimed by both parties.
- 23.11. The Supplier shall comply in all respects with anti-corruption and anti-bribery legislation in the Republic of Ireland and GEA's policies in that regard.
- 23.12. Schedules – all Schedules referred to in any purchase order shall form an integral part of the Contract.

B. Special conditions for the provision of work services

24. General

24.1. The following special conditions for the performance of work services shall apply in addition to the Terms to all Contracts between GEA and the Supplier concerning work services. For the purposes of a Contract, "work services" shall mean such repair, maintenance and support services forming part of the Deliveries as are detailed in the relevant purchase order.

25. Performance of work services

25.1. The work services to be performed under the purchase orders shall include services, functions and responsibilities (including any incidental services, functions and responsibilities) not expressly specified in the Contract (including the purchase order) as being within the scope of the Supplier's responsibilities but which are reasonably required for, and related to, the proper performance and provision of the work services. The work services, including any associated Deliveries, shall be performed in accordance with the current state of the art as well as the relevant provisions of the authorities and trade associations, ordinances and laws. This includes without limitation:

- (i) Occupational health and safety and accident prevention regulations,
- (ii) DIN, EN, ISO
- (iii) VDMA,
- (iv) VDE,
- (v) manufacturer's regulations,
- (vi) (vi) GEA's internal regulations (if any), and
- (vii) CDM regulations.

If deviations from the above-mentioned regulations are necessary in individual cases, the Supplier must obtain GEA's prior written consent. Warranties provided by and liability of the Supplier shall not be affected by such consent. If technical modifications are ordered in connection with services, machine elements and parts must be designed and arranged in such a way that they can be easily and quickly inspected, maintained and repaired. Wear parts must be designed for high load times.

25.2. Insofar as the Supplier provides the work services through its own employees, it shall be responsible for ensuring that the services are only provided by such employees who have the necessary skills, experience and qualifications.

25.3. All information provided by GEA in the purchase order and any accompanying documents are provided on an "as-is" basis with no warranty or any statement as to its accuracy or completeness. The Supplier acknowledges and accepts that it has entered into the Contract pursuant to its terms in reliance on its own due diligence alone and in entering into the Contract the Supplier has not relied on any representation, warranty, condition, undertaking or other term, express or implied, statutory or otherwise (including as to condition, quality, performance, or fitness for purpose), save for those which cannot be excluded by law. The Supplier shall immediately notify, in writing, GEA any ambiguities and contradictions in the documents relating to the performance of the work services (e.g., about the standards to be complied with, the materials to be used or contradictions between textual descriptions drawings etc.). The Supplier shall coordinate the performance of the work services with the responsible technical contact person of GEA prior to commencement of the work; the overall responsibility of the Supplier shall remain unaffected.

25.4. The Supplier shall inspect the condition of the construction site at the beginning of the performance of the work services in order to determine whether the services can be performed without risk, delay and subsequently occurring defects. Objections shall be raised in writing to GEA prior to the

commencement of the performance of the work services, and the Supplier shall have no claim against GEA if the Supplier fails to do so.

25.5. The performance of work services by the Supplier shall in any case be carried out independently and on its own responsibility. The organization of the work (in particular about the deployment of personnel and the time sequence) shall be the sole responsibility of the Supplier. All equipment, tools as well as professional clothing including the necessary protective equipment required for the execution of the purchase order shall be provided by the Supplier.

25.6. The Supplier shall be obliged to submit to GEA weekly progress reports. Reporting shall continue until Supplier has completed all work services in accordance with the Contract and GEA has formally confirmed to the Supplier acceptance of the same in writing.

25.7. Both parties shall always ensure the segregation of duties and personnel. They shall ensure that the work services are performed exclusively by employees of the Supplier (and, to the extent permitted, employees of subcontractors). Neither party shall undertake, even for a short period of time, to use employees of the other party for its own tasks and purposes. Direct cooperation in the sense of joint performance of services for other tasks shall be excluded as a matter of principle.

25.8. The Supplier and its employees (and as far as permissible employees of subcontractors) are not entitled to, and shall ensure do not, give instructions of any kind to employees of GEA.

26. Acceptance

The work erected shall be subject to Acceptance by GEA in accordance with the Contract

27. Warranty

27.1. The Supplier's warranty and defects liability regarding the work services shall be the same as for the Deliveries under the Terms.

27.2. The Supplier shall re-perform at its own cost any work services which are not performed in accordance with the Contract or otherwise not to the reasonable satisfaction of GEA and shall indemnify, keep indemnified and hold harmless, on demand, GEA and its affiliates and their respective directors, officers, employees, agents, contractors, representatives and suppliers, against any and all liabilities, costs, expenses, damages, losses and claims made by third parties arising out of or in connection with any arising from late and/or non-conforming work services.

28. Insurance

The Supplier warrants that it has adequate insurance coverage for liability cases potentially arising in connection with the execution of the Services. In particular, the Supplier undertakes to take out insurance cover at its own expense as follows and to maintain such cover until completion of the performance of the Services:

- (i) Contractors all risks insurance to cover any loss or damage at the construction site.
- (ii) Public and product liability insurance.

29. Termination

29.1. GEA may terminate immediately the Contract without cause at any time before expiration and/or completion of the Contract.

29.2. Upon termination of the Contract pursuant to clause 29.1 the Supplier may, as soon as reasonably practicable, demand the agreed remuneration for the work already performed, unless the part of the work already completed is not usable for GEA or GEA cannot reasonably be expected to use it.

C. Special conditions - Software

30. General

30.1. In case the Deliveries include any software, the following special conditions for software

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("Software") shall apply in addition to the Terms to all Contracts between GEA and the Supplier.

31. Delivery of Software

- 31.1. Software shall be delivered free of charge in a common and readable format corresponding to the current state of the art, unless a specific format has been agreed in the Contract. Prior to the delivery of Software or data carriers, the Supplier shall check them with a state-of-the-art virus scan program and ensure that the Software and/or data carriers do not contain any malware (software with malicious functions), computer viruses, Trojan horses, worms or similar. Prior to delivery, the Supplier shall ensure by means of state-of-the-art software security tests and prove to GEA that the Software does not contain any critical weak points that could damage the integrity and confidentiality of the systems and data of GEA, its customers or those of connected third parties.
- 31.2. Software shall as far as possible be delivered with open interfaces, including a detailed functional description and a description of communication interfaces between the software and other software and hardware interoperating with it. The purpose is to enable GEA and/or GEA's customer, either by its own efforts or with third-party assistance, to correct any errors and to maintain, operate, change and/or further develop the Deliveries and the software delivered by the Supplier, including in connection with outsourcing, directly and without the Supplier's assistance. The purpose is also to ensure that the Supplier's software and the other parts of the Deliveries are compatible with products delivered by a third party to GEA and/or GEA's customers. Thus, the Supplier shall ensure that all Software delivered is accompanied by a source code which is of a quality that meets standards of good IT practice and which allows persons with the necessary skills to perform the activities above directly.
- 31.3. In addition to the above, the Supplier shall provide such technical advice, data and documentation to enable GEA, GEA's customers and/or any third party to maintain or further develop the Software if they wish. The documentation must – as described in detail in 31.4 – be so detailed and designed that it is possible for persons who have the required knowledge to maintain and further develop the software with the source code.
- 31.4. The Supplier shall also deliver the complete documentation that is necessary or appropriate for the use of the Software. For Software components, the documentation must consist of a user documentation, a brief description, and a technical documentation. The user documentation for installation and administration must describe all necessary processes in such a way that it is comprehensible to trained persons. In addition, the documentation must also describe typical and foreseeable error situations and how to rectify them. The documentation must comply with the standards customary at the time of the software installations. The documentation shall be provided to GEA free of charge in machine-readable form and in the language specified in the purchase order as well as in English.
- 31.5. GEA shall be entitled to copy and use the documentation for the purposes of the Contract, in particular also for resale to GEA's customers and for training purposes, as required.

32. Open Source Software

- 32.1. The use of open-source software is not permitted without prior written agreement to the contrary. In this respect, open-source software is any software distributed under terms of use and license for open-source software, the obligations of which include, as a condition to the processing and/or distribution of such software and/or any other software associated therewith, derived therefrom or distributed together therewith, the distribution or disclosure of the source code of the software ("**Open Source Software**"). If the Supplier intends to use Open Source Software, it shall inform GEA in advance of the associated

license terms and hand them over to GEA in advance. The handover of the license terms for Open Source Software is an essential contractual obligation of the Supplier if Open Source Software is used. The Supplier warrants that the use of Open Source Software does not impair the contractual or intended use of the Deliveries.

- 32.2. The Supplier warrants that the Software does not contain any Open Source Software in the Deliveries, unless the Supplier has provided GEA with the specific license terms for the Open Source Software in the language specified in the purchase order and in English prior to the conclusion of the Contract and GEA has given its written consent to the use and delivery of the Open Source Software after having become aware of the license conditions and prior to the use of the Open Source Software. In this case, Supplier warrants to GEA that the Open Source Software accepted by GEA is the only Software included in the Deliveries that falls within the definition of Open Source Software set forth above. Supplier further represents and warrants to GEA that all license obligations that exist with respect to the Open Source Software accepted by GEA have been fully satisfied by Supplier. Finally, Supplier warrants to GEA that Supplier has provided GEA with all relevant license texts and all necessary source codes as well as build scripts for each version of the Open Source Software delivered to GEA to enable GEA, its affiliates and distributors as well as GEA's customers to create an executable version of such Open Source Software.
- 32.3. In the event of a breach of this clause 32, Supplier shall indemnify, keep indemnified and hold harmless, on demand, GEA against and assume the defence of all claims, damages, losses, liabilities, and costs incurred by GEA arising out of or in connection with the breach of this clause 32. This indemnity obligation shall also apply to all of GEA's affiliates, distributors and GEA's customers in respect of claims made against them and damages, losses and costs incurred by them.

33. Right of Use, License

- 33.1. Unless otherwise agreed in the Contract, the Supplier permits GEA to market and resell the Software and any accompanying hardware either alone or as part of a package to its customers.
- 33.2. Unless otherwise agreed in writing, the Supplier grants GEA, its affiliates and GEA's customers a non-exclusive, royalty-free, worldwide, transferable, sub-licensable and irrevocable right of use, unlimited in terms of time, space and content, to use the Software in any hardware and, if applicable, with other software or, if applicable, to have it used by third parties for GEA its affiliates and GEA's customers (e.g., as outsourcing or hosting) upon delivery or provision of the Software. In the latter case, GEA shall inform the Supplier thereof in writing in advance and, at the Supplier's request, provide the Supplier with the third party's declaration that the Software will be kept secret and used exclusively for the purposes of GEA, its affiliates or GEA's customers. This shall also apply in each case to patches, updates, upgrades and new versions of the Software provided by the Supplier as well as the associated documentation.
- 33.3. The Supplier grants GEA in particular the non-exclusive, transferable, sub-licensable, irrevocable, temporally and geographically unrestricted right: (i) to use the Software itself and to have it used, in particular to reproduce the Software for the purpose of connecting it to any other software and/or hardware, to make backup copies and for the purpose of installing, loading, displaying and running it on any hardware; and (ii) to distribute and make accessible the Software itself or through third parties stand-alone or in connection with other software and/or hardware by means of any medium, including online, and to sub-license the rights set forth in 33.2 and 33.3 to GEA's affiliates and distributors as well as to GEA's customers with the right to further sublicense.