# General Terms and Conditions for Development Services of Coop Systems GmbH

## 1. General provisions

1. The following General Terms and Conditions for Development Services ("**GTD**") shall apply to all development orders between Coop Systems GmbH ("**Coop Systems**", "**we**", "**us**") and the Customer. The GTD shall only apply if the Client is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law. Our offers are always made on the basis of the GTD.

2. The GTD shall apply to contracts for the commissioning of development services. Unless otherwise agreed, the GTD in the version valid at the time of commissioning by the Customer or in any case in the version last notified to the Customer in text form shall also apply as a framework agreement for similar future contracts without Coop Systems having to refer to them again in each individual case.

3. The GTD are accepted by the client by placing the order for the duration of the entire business relationship.

4. These GTD shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the Customer shall only become part of the contract if and insofar as Coop Systems has expressly agreed to their validity. This requirement of consent shall also apply in particular if Coop Systems provides the services to the Customer without reservation in the knowledge of the Customer's General Terms and Conditions.

5. Individual agreements made with the Customer in individual cases (including ancillary agreements, supplements and amendments) shall in any case take precedence over these GTD. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.

6. Insofar as the following GTD do not provide for other regulations, the provisions of the law on service contracts (§§ 611 ff. BGB) shall apply to all development contracts.

## 2. Conclusion of contract

1. Offers from Coop Systems are subject to change and non-binding.

2. The Customer shall submit a binding offer for the subject matter of the contract with its order. Unless otherwise stated in the order, Coop Systems shall be entitled to accept the offer within four (4) weeks of its submission.

3. Acceptance of the offer shall be declared by Coop Systems to the Customer (e.g. by sending an order confirmation).

4. Upon receipt of the declaration of acceptance within the period stipulated under item 2.2 a binding contract is concluded between the parties.

## 3. Subject of the contract

1. The subject of the contract is the performance of supporting development work with the intention of making suggestions and/or solutions and/or recommendations to the Customer for the improvement of its products or for specific problems. Coop Systems shall carry out development work in accordance with the latest state of science and technology known to it. The object of the contract is not that the intended development goals and/or development results are actually achieved or that they are economically or technically usable. e.g. by testing components in the customer's complete system), laboratory testing, material testing, leak testing, pressure testing, temperature testing, durability testing, vibration testing, testing for weather resistance, testing for media resistance and compliance with standards as well as electrical testing. Such testing and inspection shall be the sole responsibility of the Customer.

2. The details of the development work to be carried out by Coop Systems shall be developed jointly by the Parties and are described in more detail in the offer of Coop Systems. The development work of Coop Systems shall in any case be carried out according to the specifications of the Customer and in close consultation with the Customer. The Customer shall bear the development responsibility.

## 4. Processing time and deadlines

1. Insofar as the offer or the development order contains a processing time or dates, these shall only be deemed binding if the processing time and/or date has been expressly confirmed in writing by Coop Systems as a "binding processing time" or "binding date". If Coop Systems recognizes that the binding processing time or the binding deadline cannot be met, Coop Systems shall inform the Customer thereof without delay and agree on an appropriate adjustment with the Customer. The Customer may not refuse an adjustment without good cause, in particular if Coop Systems is not at fault.

2. Compliance with the processing time or deadline of Coop Systems requires the timely and proper fulfillment of the Customer's cooperation obligations (cf. also para. 7). The Customer shall in particular provide Coop Systems with all information, documents and data required for the performance of the development work as well as materials to be provided by the Customer in due time or on the agreed date and in an appropriate form (e.g. requirements, specifications, specifications). The processing time of Coop Systems shall only begin after clarification of all questions necessary for the execution of the development work and after fulfillment of the cooperation obligations of the Customer. The objection of non-fulfillment of the contract remains reserved.

3. The occurrence of default on the part of Coop Systems shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the Customer is required.

## 5. Milestones

1. Coop Systems shall commence the development work upon conclusion of the contract. Milestones can be agreed between the parties in the offer.

2. Unless otherwise agreed, the milestones stated in the offer of Coop Systems are non-binding, unless they have been expressly confirmed in writing by Coop Systems as "binding milestones".

3. If Coop Systems recognizes that a milestone declared to be binding cannot be met, Coop Systems shall inform the Customer without delay, notify the Customer of the reasons for the delay and agree on an appropriate adjustment in consultation with the Customer. The Customer may not refuse an adjustment without good cause, in particular if Coop Systems is not at fault.

## 6. Change request

Within the scope of the performance of the development work by Coop Systems, the Customer shall be entitled to make requests for additions and/or changes which arise in particular due to technical requirements. Coop Systems shall take these into account to the best possible extent. In addition, Coop Systems shall inform the Customer what effects the addition and/or change has/have on the remuneration, the processing time and/or the deadline. In the event of requests for additions and/or changes by the Customer, Coop Systems shall receive remuneration for these and for the examination of these in excess of the amount specified in point 8 remuneration above and beyond this.

## 7. Duties and cooperation obligations of the client

1. The Customer shall be obliged to cooperate in the performance of the development work. The duties to cooperate shall include in particular that the Customer provides Coop Systems with all documents and data required for the performance of the development work as well as materials to be provided by the Customer in a complete and comprehensible manner, in due time or on the agreed date and in an appropriate form. This also includes the provision of complete specifications and specifications (such as media resistance, operating temperatures, operating pressures), detailed drawings, CAD data, data sheets, installation situation, application, assembly, laboratory findings as well as test results.

2. Furthermore, the Customer's obligations to cooperate shall include the support of Coop Systems in the performance of the development work. For this purpose, the Customer shall provide the information required by Coop Systems and shall consult with Coop Systems at regular intervals on development work and progress within the scope of the performance of the development work.

3. The Customer shall be exclusively responsible for the testing of development results as well as prototypes, samples and pre-series parts, in particular for their testing under real conditions (e.g. by testing components in the Customer's complete system).

4. If initial samples are ordered by the Customer within the scope of the development order, the Customer shall be obliged to carry out a comprehensive inspection of the initial samples immediately after receipt of the initial samples. Initial samples are in particular all samples, production samples, prototypes, pre-series parts and parts which are provided to the customer for testing and release within the scope of the development order, without these having to be marked as "initial samples". The testing of the initial samples includes in particular their comprehensive testing under real conditions (i.e. if necessary by installing the initial samples in the customer's complete system to test the proper functioning of the initial samples and their suitability for the complete system) as well as comprehensive tests of the initial samples (in particular with regard to their functioning and suitability for the customer's system as well as with regard to the media resistance, leak tightness, weather resistance, temperature resistance, pressure resistance, geometry of the initial samples as well as the interactions of the initial samples with other components in the system or the dimension and material of the initial samples, as well as if applicable Durability test, vibration test, EMC test, electrical tests and the client performs assembly tests).

5. Coop Systems does not carry out an inspection of the initial samples. The Customer shall be exclusively responsible for testing the initial samples. If the Customer culpably fails to check the initial samples, the Customer shall be exclusively responsible for any defects and damage (in particular consequential damage) caused thereby. This includes, in particular, defects and damages caused by a production release of the client without prior inspection and release of the initial samples.

6. If, within the scope of the development order, the Customer, due to a circumstance for which the Customer is responsible, has not ordered initial samples or has not yet released them and, notwithstanding this, requires Coop Systems to start production of goods, the Customer shall be exclusively responsible for the defects and damage caused thereby.

7. If the Customer fails to comply with one of its obligations to cooperate as described above or with other obligations to cooperate, Coop Systems may assert against the Customer the claims and rights to which it is entitled arising from the failure to comply with such obligation to cooperate.

## 8. Remuneration

1. The remuneration for commissioned development work shall be calculated as a fixed price. Notwithstanding the foregoing, the parties may agree that development work commissioned shall be remunerated on a time and material basis.

2. The agreed remuneration is understood to be in euros plus the statutory value added tax.

3. Coop Systems shall notify the Customer without delay if it is foreseeable that the intended development result cannot be achieved with the agreed remuneration. At the same time Coop Systems shall propose an adjustment of the remuneration to the Customer. The parties shall mutually agree on an appropriate adjustment of the remuneration. The Customer may not refuse an adjustment of the remuneration without good cause, in particular if the adjustment of the remuneration becomes necessary for reasons which were neither foreseeable for Coop Systems at the time the order was placed nor for which Coop Systems is responsible.

4. Unless otherwise agreed between the parties, the commissioned supporting development work shall be invoiced after provision of the development results to the Customer.

5. Unless otherwise agreed between the parties, the remuneration shall be due for payment within thirty (30) days after receipt of the invoice and performance of the commissioned development work. Payments shall be made without deduction to the specified account of Coop Systems, quoting the invoice number.

6. The Customer shall only be entitled to rights of set-off or retention to the extent that its claim is undisputed or has been finally determined by a court of law. In the event of defects, the Client's counter rights shall remain unaffected.

## 9. Existing property rights

1. Coop Systems and the Customer already have industrial property rights and/or copyrights as well as know-how in the area covered by the contract (collectively "**Know-how**").

2. Insofar as the know-how of Coop Systems is inseparably merged with development results according to para. 10 and is absolutely necessary for the exploitation of the development results, Coop Systems shall grant the Customer a simple, non-exclusive, non-sublicensable and non-transferable right of use to the know-how of Coop Systems. Something else shall apply insofar as other obligations of Coop Systems conflict with the granting of rights of use.

3. Insofar as Coop Systems requires know-how of the Customer to carry out the development work, the Customer hereby grants it a simple, non-transferable right of use to this know-how; this is only for the purpose of fulfilling the obligations of Coop Systems, but otherwise cannot be sublicensed. This right of use shall in particular include the right to process and further develop the know-how of the Customer and the use of the results resulting therefrom to the aforementioned extent, in particular for the sample or series production ordered by the Customer.

## 10. Rights to results of commissioned development work

1. Results of commissioned development work shall be made available to the Customer after completion of the order in accordance with the offer.

2. The industrial property rights and copyrights as well as the know-how ("**Developed Know-how**") created by Coop Systems during the performance of the commissioned development work and during the term of the contract shall belong to the Customer and shall be transferred by Coop Systems to the Customer herewith or in accordance with the following provisions. Excluded from this is the know-how created by Coop Systems regarding testing and manufacturing processes (e.g. extrusion, injection molding, vulcanization, finishing of components, coatings, bonding, deep drawing, welding, soldering, crimping, packaging) as well as assembly steps.

3. In the event of the transfer of Developed Know-How to the Customer or the granting of rights of use to Developed Know-How, Coop Systems shall receive remuneration in excess of section 8 the amount of which shall be agreed in the individual case. The transfer of Developed Know-How and

the granting of rights of use thereto shall only take place after the parties have agreed on the additional remuneration.

4. Insofar as the developed know-how consists in works protected by copyright, the granting of a right of use to these shall require a separate agreement between the parties.

5. The customer shall receive the results of commissioned development work as well as the data specified in clauses 9 and 10 only upon full payment of the agreed remuneration.

6. Coop Systems shall receive a non-exclusive, gratuitous, transferable and sub-licensable right of use to the Developed Know-How.

## 11. Third party property rights

The parties shall notify the other party of any third-party property rights known or becoming known during the performance of the order that could conflict with the use agreed upon in accordance with section 10 agreed upon. The parties shall decide by mutual agreement how these property rights are to be taken into account in the further performance of the order.

## 12. Subcontractor

Coop Systems is entitled to have contractually owed services performed by third parties ("**subcontractors**"). In the event that a subcontractor is engaged, Coop Systems shall ensure that the subcontractor treats the information provided to it for the performance of services as confidential.

## 13. Force majeure

1. Force majeure is an external event caused by elementary forces of nature or by the actions of third parties, which is unforeseeable according to human insight and experience, cannot be prevented or rendered harmless by economically acceptable means, even by the utmost care reasonably to be expected in the circumstances, and is also not to be accepted by the affected party due to its frequency. This includes in particular official measures, riot, war, government measures, natural disasters, pandemic, epidemic, quarantine, lockout, fire, flood, strike or any other extraordinary event that is beyond the control of a party and makes the performance of the service unreasonable, impossible or illegal or poses a significant risk to the health or safety of the parties.

2. If Coop Systems is prevented in whole or in part from fulfilling its obligations under the order due to force majeure or other circumstances the elimination of which cannot be economically expected of Coop Systems, these obligations shall be suspended for the duration of the force majeure or other circumstances and an appropriate start-up phase. In this case, Coop System shall have no claim to counter-performance. Coop System shall notify the Customer immediately and shall use technically and economically reasonable means to ensure that the prerequisites for fulfillment of the order are restored. If the duration of the force majeure or other circumstances exceeds four (4) months, the parties may terminate the contract. Other rights of termination shall remain unaffected.

3. In addition, COVID-19 pandemic-related situations that result in governmental, public health, municipal, regulatory, police or comparable measures or internal or intra-group

measures of the parties and directly or indirectly prevent or significantly impede the performance of the obligations under the contract in whole or in part and for this reason the respective party cannot perform the service in accordance with the contract shall be treated as force majeure.

## 14. Warranty

1. Coop Systems shall carry out the development work in accordance with the latest state of science and technology known to it and shall endeavor to achieve the development objective and the intended development results, without assuming any warranty or guarantee for the achievement of a development objective or development result. In particular, Coop Systems does not warrant or guarantee that the development objectives and/or results are economically and technically exploitable.

2. Insofar as conflicting rights of third parties become known, Coop Systems shall inform the Customer thereof without delay, but shall not assume any guarantee that the development results achieved during the performance of the development work are free of rights of third parties.

3. If Coop Systems does not perform the service incumbent upon it, does not perform it when it is due or does not perform it as owed, the Customer may only claim damages in lieu of performance if it has unsuccessfully set Coop Systems a reasonable deadline for performance with the declaration that it will refuse to accept the performance after the deadline has expired.

4. Claims of the customer for damages shall only exist in accordance with clause 15 and are otherwise excluded.

## 15. Liability of Coop Systems

1. Unless otherwise stipulated in the contract, including the following provisions, Coop Systems shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

2. Coop Systems shall only be liable for damages in the event of culpable injury to life, body or health or other damage resulting from an intentional or grossly negligent breach of duty on the part of Coop Systems, its legal representatives and/or its vicarious agents. In the event of culpable breach of essential contractual obligations, Coop Systems shall also be liable for damages; however, in the event of slight negligence and provided that the damage does not result from culpable injury to life, body or health, liability shall be limited to compensation for the foreseeable, typically occurring damage. Material contractual obligations are those obligations which the contract has to grant according to its content and purpose as well as those obligations the fulfillment of which enables the proper execution of the contract in the first place and the observance of which the contractual partner regularly relies on and may rely on, e.g. the obligation to perform development work.

3. The above limitations of liability shall also apply in the event of breaches of duty by the legal representatives and vicarious agents of Coop Systems.

4. The provisions of the Product Liability Act shall remain unaffected in all cases.

## 16. Secrecy

1. The Customer undertakes not to disclose to third parties, suppliers and competitors of Coop Systems (together "**third parties**"), to treat confidentially with respect to third parties, not to make accessible to third parties, not to reproduce and to protect from access by third parties all documents and information, in particular of a technical and economic nature, as well as intentions, experience, findings, designs, data, problem definitions and/or solutions, as well as the content of the contract itself and other documents (together "confidential **information**"), which are provided to it or become known to it as a result of the order, during the term of the contract and after termination of the order. The foregoing shall also apply to documents and information of Coop Systems marked as "confidential".

2. The Customer shall be obliged to implement appropriate confidentiality measures, i.e. in particular to comply with the measures specified by Coop Systems for the protection of confidential information and to take appropriate precautions to prevent unauthorized persons from gaining access to the confidential information.

3. This obligation does not apply to confidential information that is demonstrably

   – were already known or generally accessible to the client prior to their communication within the scope of the order,
   – have been independently developed or otherwise lawfully obtained by the client, or
   – become generally known or generally accessible without breach of contract.

4. The customer shall ensure in an appropriate manner that the employees, freelancers and subcontractors permissibly called upon by it in the performance of the development order observe the aforementioned confidentiality. At the request of Coop Systems, the Customer shall provide written evidence of its measures in this regard.

5. The obligation to keep confidential information confidential shall end five (5) years after the end of the contract.

6. The culpable breach of the above confidentiality obligation by the Customer shall constitute a breach of a material contractual obligation and shall entitle Coop Systems to demand a contractual penalty from the Customer, which shall be at the discretion of Coop Systems and shall be commensurate with the culpable breach of obligation. The minimum amount of the contractual penalty shall be EUR 10,000.00. The Customer shall be entitled to have the amount of the contractual penalty reviewed by the court having jurisdiction under the contract. If the court comes to the conclusion that the contractual penalty is unreasonable, the competent court shall be entitled to reduce the penalty or, if necessary, to increase it. The defense of continuation of the infringement shall be excluded for infringements committed intentionally. The assertion of further claims for damages and for injunctive relief against future unlawful conduct shall remain unaffected.

7. The client is aware that the intentional breach of the above confidentiality obligation has consequences under criminal

law in addition to legal consequences under civil law. In the event of a deliberate breach of the above confidentiality obligation, Coop Systems therefore expressly reserves the right to take criminal action.

## 17. Publication, advertising

1. The parties are only entitled to publish results with prior written consent of the respective other party, naming the author. The consent shall be given with regard to the fact that e.g. scientific works, dissertations, diploma theses or applications for industrial property rights are not affected.

2. For advertising purposes, the parties may use the name of the other party only with its prior written consent.

## 18. Cancellation

1. The parties are entitled to terminate the contract at any time with a notice period of three (3) weeks.

2. Each party is entitled to terminate the contract extraordinarily for good cause.

3. After effective termination, Coop Systems shall hand over to the Customer the results of the commissioned development work achieved by the expiry of the notice period within four (4) weeks. The Customer shall be obliged to reimburse Coop Systems for the costs incurred up to the expiry of the notice period prior to handover of the results of the commissioned development work. Personnel costs shall be reimbursed according to the time spent. In the event that the termination is due to the fault of one party, claims for damages shall remain unaffected.

## 19. Assignment of claims

The Customer may transfer or assign the rights and/or obligations arising from the contract to a third party only with the prior written consent of Coop Systems.

## 20. Privacy

Coop Systems is entitled to process all data about the client that is required for the purpose of executing the contract in compliance with the applicable data protection regulations. Further information on data protection can be found here.

## 21. Jurisdiction and place of performance

1. If the Customer is a merchant, a legal entity under public law or a special fund under public law, the court at the registered office of Coop Systems shall be responsible for all disputes between the Customer and Coop Systems arising directly or indirectly from the contractual relationship. The same shall apply if the Customer is an entrepreneur within the meaning of § 14 BGB (German Civil Code). However, Coop Systems shall also be entitled in all cases to bring an action at the place of performance of the obligations according to the contract or a prior individual agreement or at the general place of jurisdiction of the Customer. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected**.**

2. The place of performance for all obligations arising from the contractual relationship shall be the registered office of Coop Systems, unless otherwise agreed (e.g. in the order confirmation).

## 22. Applicable law

The contractual relationship between Coop Systems and the Customer shall be governed by the laws of the Federal Republic of Germany. The applicability of the UN Convention on Contracts for the International Sale of Goods is excluded.

## 23. GTD modification

1. It may be necessary for Coop Systems to amend or supplement these GTD. Coop Systems therefore reserves the right to adapt these GTD for the future, insofar as the changes or additions appear necessary and are reasonable for the Customer. Coop Systems shall notify the Customer of any amendments and supplements in text form (e.g. by e-mail) at least six (6) weeks before they are scheduled to take effect. Any amendments and supplements to the GTD shall be deemed to have been approved if the Customer does not object to them in text form within six (6) weeks of receipt of the notification of the amendments and/or supplements. In the notification, Coop Systems shall specifically inform the Customer of his right to object and of the consequences.

2. The correction of obvious spelling or calculation errors does not constitute a change to the GTD and is possible at any time without notifying the client.

## 24. Severability clause

Should individual provisions of the GTD be or become invalid or unenforceable in whole or in part, this shall not affect the remaining provisions of the GTD. If dispositive law is not available, the parties undertake to replace the invalid or unenforceable provision with a valid or enforceable provision that achieves the intended purpose of the contract in a legally permissible manner. The same shall apply to loopholes in this contract.