

General Terms and Conditions of Purchase of Coop Systems GmbH

1. General provisions

1. These General Terms and Conditions of Purchase ("**GPC**") shall apply to all business relations between Coop Systems GmbH ("**Coop Systems**", "**we**", "**us**") and our suppliers. The GPC shall only apply if the supplier 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 GPC.
2. The GPC shall apply in particular to contracts for the sale and/or delivery of movable goods ("**Goods**"), irrespective of whether the Supplier manufactures the Goods itself or purchases them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the GPC in the version valid at the time of Coop Systems' order and notified to the Supplier 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 GPC are accepted by the supplier by confirming the order or purchase order for the duration of the entire business relationship.
4. These GPC shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the supplier 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 accepts the deliveries without reservation in the knowledge of the supplier's general terms and conditions.
5. Individual agreements made with the supplier in individual cases (including ancillary agreements, supplements and amendments) shall in any case take precedence over these GPC. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.
6. Legally relevant declarations and notifications by the supplier with regard to the contract (e.g. setting of deadlines, reminders, withdrawal) must be made in writing, i.e. in written or text form (e.g. letter, e-mail). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declarant, shall remain unaffected.

2. Conclusion of contract

1. Orders placed by Coop Systems shall be deemed binding at the earliest upon written submission or confirmation. The supplier must inform Coop Systems of obvious errors (e.g. spelling and calculation errors) and incompleteness of the order including the order documents for the purpose of correction or completion before acceptance.
2. The supplier is entitled to accept the order within a period of five (5) working days after its receipt by written confirmation (e.g. order confirmation).
3. A delayed acceptance shall be deemed to be a new offer and shall require acceptance by Coop Systems.

3. Documents, ownership and confidentiality

1. The illustrations, drawings, CAD data, information on weights and dimensions as well as other technical data and performance descriptions contained in these GPC, the order and the associated documents, as well as references to DIN, VDE, UL, SAE or other company or inter-company standards, are to be understood as quality specifications which serve to describe the subject matter of the contract.
2. Illustrations, drawings, CAD data, photos, calculations, models, samples and other documents which Coop Systems has provided to the supplier ("**Coop Systems documents**") shall be the property of Coop Systems. Coop Systems reserves the property rights and copyrights to the Coop Systems documents. The supplier undertakes to use the Coop Systems documents exclusively for the provision of his contractually owed services. The above shall also apply to documents of Coop Systems marked as "confidential".
3. The documents of Coop Systems as well as the documents of Coop Systems marked as "confidential" (together "**confidential documents of Coop Systems**") shall be kept secret from third parties as well as customers and competitors of Coop Systems (together "**third parties**") during the term of the contract as well as after termination of the contract. The supplier may not pass on the confidential documents of Coop Systems as such or their contents to third parties or make them accessible to third parties in any other way, disclose them, use them himself or through third parties, exploit them for his own business purposes or reproduce them without the express prior written consent of Coop Systems. The supplier shall also impose this obligation on his employees, insofar as they require confidential documents from Coop Systems for the fulfilment of their tasks.
4. At the request of Coop Systems, the supplier shall immediately return the documents of Coop Systems, including any copies made thereof and any recordings made therefrom, to Coop Systems in their entirety, destroy them and/or delete them on their own (mobile) devices or storage media if they are no longer required by the supplier in the proper course of business or if negotiations do not lead to the conclusion of a contract. If Coop Systems requests the destruction of the documents from Coop Systems, the supplier shall provide Coop Systems with written proof of this.
5. After termination of the contract, the supplier shall immediately return all documents of Coop Systems made accessible to him, in particular documents, written materials, copies, models as well as samples etc. without request by Coop Systems and delete them on his own (mobile) devices or storage media. The supplier shall not be entitled to assert a right of retention in this respect. At the request of Coop Systems, the supplier shall assure that he no longer has any documents, including copies thereof or other multiple copies, also not in electronic form, in his possession or the possibility of gaining access to them. The obligation to delete or destroy shall not apply to copies which are required for compliance with the supplier's legal obligations to retain records.

6. If the supplier culpably violates the above confidentiality obligations, section 21.7.

4. Provided items

1. Items provided by Coop Systems (e.g. materials, software, finished and semi-finished products) shall remain the property of Coop Systems.
2. The items provided as well as goods manufactured from them and not yet delivered shall be marked by the supplier as the property of Coop Systems and kept separately from third-party property.
3. The items and goods provided are intended for the exclusive use of Coop Systems. Any processing or transformation of the provided items by which a new item is produced shall always be carried out by the supplier for Coop Systems. In such cases, the supplier shall not acquire ownership of the items provided. It is agreed that Coop Systems is the manufacturer within the meaning of § 950 BGB (German Civil Code) and accordingly acquires the ownership rights to the newly manufactured item. For all cases of processing in accordance with § 950 BGB (in particular if provided items are processed with other items that do not belong to Coop Systems) as well as combination and mixing in accordance with §§ 947, 948 BGB, the supplier and Coop Systems already now agree that all ownership rights to the new, uniform item shall automatically pass to Coop Systems. The transfer shall be replaced by the agreement that the supplier shall keep the new item for Coop Systems. If the supplier's cooperation is required for the transfer of ownership rights to the newly manufactured or new, uniform item, the supplier undertakes to undertake all necessary actions required for the transfer of ownership (i.e. to undertake cooperation actions; to provide documents and records in a suitable form). In the event that the order is passed on to subcontractors, the supplier shall also be obliged to conclude an identical agreement with these in favour of Coop Systems as well as an agreement which obliges the subcontractor to unconditionally hand over the new, uniform item to Coop Systems at all times.
4. The provided items as well as goods manufactured therefrom shall be treated with care by the supplier until the time they are handed over in full by the supplier to Coop Systems. The supplier must insure the provided items and goods at his own expense in full at replacement value against the usual risks, in particular against fire, water and theft damage. If maintenance and inspection work becomes necessary, the supplier must carry it out in good time at his own expense.
5. The supplier must notify Coop Systems in writing without delay if the rights of Coop Systems to the provided items or goods manufactured from them but not yet delivered should be impaired by seizure or by other measures of third parties. The Supplier shall enclose with its notification all documents required for intervention (e.g. in the case of seizure including a copy of the seizure order and an affidavit that and to what extent the seized items are identical with the items transferred in accordance with this contract). The Supplier shall immediately notify attaching creditors and other third parties in writing of Coop Systems' rights to the items and/or goods provided.

5. Production sample

1. Coop Systems is entitled to demand the provision of production samples from the supplier. If Coop Systems requires the supplier to provide production samples, the supplier shall produce production samples under series conditions and in accordance with the agreed quality and send them to Coop Systems by express delivery before the start of production.
2. If Coop Systems provides the supplier with documents for the manufacture of the production samples, the supplier shall check the documents provided before the production samples are manufactured. If the supplier determines that the documents for the production of the production samples are unsuitable, insufficient and/or contradictory, the supplier shall inform Coop Systems of this immediately. In addition, the supplier shall inform Coop Systems which further information or documents are required for the production of the production samples.
3. The supplier shall carry out a comprehensive inspection of the production samples prior to delivery. This inspection shall include in particular the testing of the media, pressure, weather and temperature resistance of the production samples and, depending on the respective production sample, also the electrical, geometric, functional, pressure and material testing as well as durability tests, vibration tests and assembly tests. The supplier shall draw up a test report on the testing of the production samples at his own expense, which he shall make available to Coop Systems together with the production samples.
4. Coop Systems shall not carry out any inspection of the production samples. After receipt of the production samples, Coop Systems shall only carry out random checks to ensure that the material, form and quantity of the production samples supplied comply with the agreed specifications.
5. The testing of the production samples shall be carried out by Coop Systems' customers ("**Quality Control**"). This quality control shall include, in particular, the comprehensive testing of the production samples under real conditions (i.e., if necessary, by installing the production samples in a system of the customer to test the proper functioning of the production sample) as well as comprehensive tests of the functioning of the production samples. Coop Systems shall inform the supplier in writing of the result of the test as well as any improvements or necessary changes.
6. If the production sample fails the quality control because it does not meet the desired quality requirements, the supplier shall carry out any improvements or necessary changes at its own expense and optimise the production sample until it meets the desired quality requirements.
7. If the new production sample passes the quality control and fulfils the desired quality requirements and if there are no other reasons to complain about the new production sample, Coop Systems shall release the new production sample.
8. The start of production of the goods requires the written approval of Coop Systems.

6. Transfer of ownership of the goods

1. The transfer of ownership of the goods to Coop Systems shall be unconditional and without regard to the payment of the price. However, if Coop Systems accepts an offer of transfer of

ownership from the supplier conditional on payment of the purchase price in an individual case, the supplier's retention of title shall expire at the latest on payment of the purchase price for the goods supplied. Coop Systems shall remain authorised to resell the goods in the ordinary course of business even before payment of the purchase price, with advance assignment of the claim arising therefrom (alternatively validity of the simple reservation of title extended to the resale). In any case, all other forms of retention of title are excluded, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing.

2. The above provision shall apply accordingly to items provided (e.g. materials, software, finished and semi-finished products) as well as to tools, moulds, devices, test set-ups, machines, plants, equipment, samples and other items which Coop Systems provides to the supplier for production. Such objects shall - as long as they are not processed - be stored separately at the expense of the supplier and insured to a reasonable extent against damage, destruction and loss.

7. Prices and terms of payment

1. The prices stated by Coop Systems in the order are binding. Unless otherwise specified by Coop Systems (in particular in the purchase order), all prices quoted by Coop Systems are DDP Incoterms® 2020.
2. All prices are in Euro, unless otherwise agreed. All prices include statutory value added tax if this is not shown separately.
3. Unless otherwise agreed in individual cases, the prices shall include all services and ancillary services of the supplier (e.g. customs, assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport packaging, transport costs including any transport and liability insurance).
4. The agreed prices are due for payment within thirty (30) calendar days of complete delivery and performance by the supplier (including any agreed acceptance) and receipt of a proper invoice. If Coop Systems makes payment within fourteen (14) calendar days, the supplier shall grant us a 2% discount on the net amount of the invoice. In the case of bank transfer, payment shall be deemed to have been made on time if the transfer order from Coop Systems is received by the bank of Coop Systems before expiry of the payment deadline; Coop Systems shall not be responsible for delays caused by the banks involved in the payment process.
5. Coop Systems shall not owe any interest on arrears. The statutory provisions shall apply to default in payment.
6. Coop Systems shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent provided by law. Coop Systems shall in particular be entitled to withhold due payments as long as Coop Systems is still entitled to claims from incomplete or defective services against the supplier.
7. The supplier shall have a right of set-off or retention only in respect of counterclaims which have been established by declaratory judgment or are undisputed.

8. Delivery time and delay in delivery

1. The delivery dates and delivery time specified by Coop Systems in the order are binding. If no delivery date and/or delivery time

is specified in the order and has not been agreed otherwise, the delivery time shall be two (2) calendar weeks from the conclusion of the contract. The supplier is obliged to inform Coop Systems in writing without delay if he is unlikely to be able to meet agreed delivery times - for whatever reason.

2. If the supplier does not perform or does not perform within the agreed delivery time or is in default, the rights of Coop Systems - in particular to withdrawal and compensation - shall be determined in accordance with the statutory provisions. The regulations in paragraph 3 shall remain unaffected.
3. If the supplier is in default, Coop Systems may - in addition to further legal claims - demand lump-sum damages for default amounting to 0.25% of the net price per calendar day or part thereof, but in total not more than 5% of the net price of the goods delivered late. Coop Systems reserves the right to prove that higher damages have been incurred. The supplier reserves the right to prove that no damage at all or only a significantly lower damage has been incurred.

9. Delivery and transfer of risk

1. Delivery shall be made DDP Incoterms® 2020 to the place specified in the order. If the place of destination is not specified and nothing else has been agreed, the delivery shall be made to the registered office of Coop Systems. The respective place of destination shall also be the place of performance for the delivery and any subsequent performance (obligation to deliver).
2. The delivery must be accompanied by a delivery note stating the date (issue and dispatch), the content of the delivery (article number and quantity) and the Coop Systems order ID (date and number). If the delivery note is missing or incomplete, Coop Systems shall not be responsible for any delays in processing and payment resulting therefrom. A corresponding dispatch note with the same content must be sent to Coop Systems separately from the delivery note.
3. The risk of accidental loss and accidental deterioration of the item shall pass to Coop Systems upon handover at the place of performance. Insofar as acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly in the event of acceptance. If we are in default of acceptance, this shall be deemed equivalent to handover or acceptance.
4. The statutory provisions shall apply to the occurrence of default in acceptance on the part of Coop Systems. The supplier must expressly offer his performance to Coop Systems even if a specific or determinable calendar time has been agreed for an action or cooperation of Coop Systems (e.g. provision of tools). If Coop Systems is in default of acceptance, the supplier shall be entitled to demand compensation for its additional expenses in accordance with the statutory provisions (§ 304 BGB). If the contract concerns a non-representable item to be manufactured by the supplier (individual production), the supplier shall only be entitled to further rights if Coop Systems undertakes to cooperate and is responsible for the failure to cooperate.

10. Subcontractor

1. The supplier shall not be entitled to have the service owed by him provided by third parties ("**subcontractors**") without the prior written consent of Coop Systems. In the event of written

approval of a subcontracting by Coop Systems, the contractual conditions of these GPC, the purchase orders and the contract shall apply equally to the supplier and the subcontractor. If the supplier places orders with subcontractors, he shall also be obliged to implement the contractual conditions of these GPC, the purchase orders and the contract in the direction of his subcontractors.

2. Coop Systems can demand that the supplier provides Coop Systems with the agreements to be concluded between the supplier and his subcontractor in German or English.

11. 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 not to be accepted by the affected party due to its frequency. This includes in particular official measures, riots, war, government measures, natural disasters, pandemic, epidemic, quarantine, lockout, fire, flood, strike or any other extraordinary event which is beyond the control of a party and which 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 a party is prevented in whole or in part from fulfilling its obligations under the contract by force majeure or other circumstances the elimination of which the affected party cannot be expected to overcome economically, these obligations shall be suspended for the duration of the force majeure or other circumstances and a reasonable start-up period. In this case, the affected party shall not be entitled to the consideration. The affected party shall immediately notify the other party and use technically and economically reasonable means to restore the conditions for performance of the contract. If the duration of the force majeure or other circumstances exceeds four (4) months, the other party may withdraw from the contract. Other rights of withdrawal shall remain unaffected.
3. In addition, COVID-19 pandemic-related situations that involve governmental, public health, municipal, regulatory, police or similar measures (e.g. (e.g. official travel restrictions, entry or exit bans, closure of national borders for import and export or airports) or internal or intra-group measures of the parties which directly or indirectly result in the fulfilment of the obligations under the contract being wholly or partially prevented or significantly impeded and for this reason the respective party is unable to perform the service in accordance with the contract shall be treated as force majeure.

12. Defect rights of Coop Systems

1. The statutory provisions shall apply to the rights of Coop Systems in the event of material defects and defects of title of the goods as well as in the event of other breaches of duty by the Supplier, unless otherwise stipulated below.
2. In accordance with the statutory provisions, the supplier shall be liable in particular for ensuring that the goods have the agreed quality when the risk passes to Coop Systems. In any case, those product descriptions which - in particular by designation or reference in the order of Coop Systems - are the sub-

ject matter of the respective contract or were included in the contract in the same way as these GPC shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from Coop Systems, from the supplier or from the manufacturer.

3. The statutory provisions (§§ 377, 381 HGB) shall apply to the commercial obligation to inspect and give notice of defects, subject to the following proviso: Coop Systems' obligation to inspect shall be limited to defects which become apparent during the incoming goods inspection by Coop Systems under external inspection including the delivery documents (e.g. transport damage, wrong and short delivery) or which are recognisable during the quality control by Coop Systems in the random sampling procedure. Insofar as acceptance has been agreed, there shall be no obligation to inspect. Otherwise, it shall depend on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Coop Systems' obligation to give notice of defects discovered later shall remain unaffected. Notwithstanding Coop Systems' obligation to inspect, Coop Systems' complaint (notice of defect) shall be deemed to have been made without delay and in good time if it is sent within five (5) working days of discovery or, in the case of obvious defects, of delivery. A working day is any day that is not a Saturday, Sunday or public holiday and on which bank branches in Germany are open for business.
4. Subsequent performance shall also include the removal of the defective goods and their re-installation, insofar as the goods have been installed in another item or attached to another item in accordance with their type and intended use; the statutory claim of Coop Systems for reimbursement of corresponding expenses shall remain unaffected. The supplier shall bear the expenses required for the purpose of inspection and subsequent performance even if it turns out that there was actually no defect. Coop Systems' liability for damages in the event of an unjustified request for rectification of a defect shall remain unaffected; in this respect, however, Coop Systems shall only be liable if Coop Systems recognised or was grossly negligent in not recognising that there was no defect.
5. Without prejudice to the legal rights of Coop Systems and the provisions in section 12.4 the following shall apply: If the supplier fails to fulfil its obligation to provide subsequent performance - at the discretion of Coop Systems by rectifying the defect (subsequent improvement) or by delivering an item free of defects (replacement delivery) - within a reasonable period of time set by Coop Systems, Coop Systems shall be entitled to rectify the defect itself and demand reimbursement of the expenses required for this from the supplier or a corresponding advance payment. If the supplementary performance by the supplier has failed or is unreasonable for Coop Systems (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; Coop Systems shall inform the supplier of such circumstances without delay, if possible in advance.
6. Otherwise, Coop Systems shall be entitled to reduce the purchase price or to withdraw from the contract in the event of a material defect or defect of title in accordance with the statutory provisions. In addition, Coop Systems shall be entitled to

claim damages and reimbursement of expenses in accordance with the statutory provisions.

13. Supplier recourse

1. Coop Systems shall be entitled to the legally determined recourse claims of Coop Systems within a supply chain (supplier recourse according to §§ 445a, 445b, 478 BGB) without restriction in addition to the claims for defects. In particular, Coop Systems shall be entitled to demand from the supplier exactly the type of subsequent performance (rectification or replacement delivery) that Coop Systems owes its customer in the individual case. Our statutory right of choice (§ 439 Para. 1 BGB) shall not be restricted by this.
2. Before Coop Systems acknowledges or fulfils a claim for defects asserted by its customer (including reimbursement of expenses in accordance with §§ 445a Para. 1, 439 Para. 2 and 3 BGB), Coop Systems shall notify the supplier and request a written statement, briefly explaining the facts. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is brought about, the claim for defects actually granted by Coop Systems shall be deemed to be owed to its customer. In this case, the supplier shall be responsible for proving the contrary.
3. The claims of Coop Systems arising from supplier recourse shall also apply if the defective goods have been further processed by Coop Systems or another entrepreneur, e.g. by incorporation into another product.

14. Producer liability

1. If the supplier is responsible for product damage, he shall indemnify us against claims by third parties to the extent that the cause lies within his sphere of control and organisation and he himself is liable in relation to third parties.
2. Within the scope of his obligation to indemnify, the supplier shall reimburse expenses in accordance with §§ 683, 670 of the German Civil Code (BGB), which arise from or in connection with a claim by third parties including recall actions carried out by Coop Systems. Coop Systems shall inform the supplier of the content and scope of recall measures - insofar as this is possible and reasonable - and give him the opportunity to comment. Further legal claims shall remain unaffected.
3. The supplier shall take out and maintain product liability and recall insurance with a lump sum coverage of at least EUR 10 million per personal injury/property damage.

15. Limitation

1. The mutual claims of the parties shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.
2. Notwithstanding § 438 para. 1 no. 3 BGB, the general limitation period for claims for defects shall be three (3) years from the transfer of risk. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance. The three-year limitation period shall apply mutatis mutandis to claims arising from defects of title, whereby the statutory limitation period for claims in rem of third parties for surrender of goods (§ 438 para. 1 no. 1 BGB) shall remain unaffected; in addition, claims arising from defects of title shall in no case become time-barred as

long as the third party can still assert the right - in particular in the absence of a limitation period - against us.

3. The limitation periods of the law on sales including the above extension shall apply - to the statutory extent - to all contractual claims for defects. Insofar as Coop Systems is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period shall apply (§§ 195, 199 BGB), unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

16. Support and advice

The supplier shall support and advise Coop Systems - if necessary - in the development, further development, adaptation, improvement and application of the goods. The advice or support shall be provided free of charge as long as no separate remuneration agreement is made between Coop Systems and the supplier.

17. Spare parts

1. The supplier shall be obliged to ensure the supply of Coop Systems with replacement requirements or spare parts for the goods delivered to Coop Systems for a period of at least ten (10) years after the last delivery at reasonable conditions customary in the trade.
2. If the supplier intends to discontinue the production of spare parts for the goods delivered to Coop Systems, he shall inform Coop Systems of this immediately after the decision on the discontinuation. This decision must - subject to paragraph 1 - be at least six (6) months before the discontinuation of production.

18. Tooling

1. If the supplier is commissioned by Coop Systems to manufacture tools, the supplier undertakes to manufacture the commissioned tools. The supplier may commission third parties to manufacture the tools, provided that Coop Systems has given its prior written consent to this commissioning.
2. The tools must comply with the separately agreed requirements.
3. Unless otherwise agreed, the costs for the manufacture of the tools are included in the price for the goods. If Coop Systems so requires, the supplier shall be obliged to draw up a detailed cost plan for the manufacture of the tools at the beginning of the development of the tools and to submit it to Coop Systems for approval.
4. Ownership of the manufactured tools shall pass to Coop Systems upon conclusion of the loan contract for the manufactured tools. The supplier retains direct possession of the manufactured tools on loan, Coop Systems is indirect owner and proprietor. Should the supplier's cooperation be required for the transfer of ownership of the manufactured tools, the supplier undertakes to perform all acts required for the transfer of ownership (i.e. in particular acts of cooperation such as e.g. registration of Coop Systems' ownership, provision of documents and records in a suitable form).

19. Tool lending

1. The parties agree that the tools shall remain the property of the supplier and that Coop Systems shall make the tools available to the supplier on loan.
2. The supplier undertakes to store tools properly and separately from tools of third parties. Tools shall be marked by the supplier as the property of Coop Systems. In addition, the supplier undertakes to protect tools from access by third parties. In the event of access by third parties, the supplier must inform Coop Systems of this in writing without delay. The supplier shall support Coop Systems in the legal defence against such access without delay and without invoking rights to refuse performance.
3. If the supplier modifies, processes or combines tools or components thereof or re-forms them, this shall be done for Coop Systems and shall require the express prior written consent of Coop Systems. Coop Systems shall become the sole owner of the items created by the modification, processing, connection or re-registration.
4. The supplier is responsible for ensuring that tools are ready for use at all times. The supplier shall store tools with the care of a prudent businessman. Only technically suitable and sufficiently instructed personnel may be used for work on or with the tools.
5. The supplier shall be responsible for ensuring that tools are at all times in a condition which complies with the relevant statutory provisions and accident prevention regulations.
6. Tools may be used by the supplier exclusively for the manufacture of the goods ordered by Coop Systems. In particular, the supplier may not manufacture other products with the tools on its own account and place them on the market or use or reproduce the tools for orders from third parties.
7. The maintenance, inspections and repairs required for the maintenance of the tools shall be carried out by the supplier at his own expense. The supplier shall carry out the maintenance in due time.
8. Coop Systems does not bear the costs referred to in paragraph 19.7 in particular for repair and replacement. The supplier shall inform Coop Systems in good time of the need to replace the tools or a component of the tools. Replacements of tool components are to be manufactured or commissioned by the supplier in such good time that defects in the parts to be manufactured or exceeding of the delivery dates agreed in the respective part orders are excluded.
9. For tools, documentation must be kept in a suitable form which can be viewed by Coop Systems at any time and in which all maintenance and inspection dates, servicing, repairs, index changes or replacement of tool components must be entered.
10. The supplier undertakes to adequately insure the tools at his own expense. The insurance of the tools at replacement value shall at least cover destruction or damage by fire, burglary, embezzlement, vandalism, environmental risks and mains water.
11. The supplier is also obliged to inform Coop Systems immediately in writing of any damage to the tools. Any claims for damages against third parties are to be secured with retention of the deadlines for reporting damage.
12. The supplier shall bear the risk for any kind of deterioration (outside of normal wear and tear) as well as the destruction of the tools.
13. The liability and warranty for all damage to the tools shall be determined in accordance with the statutory provisions.
14. The supplier shall not acquire any lien on the tools and shall not assert any lien on the tools. The supplier may not pledge or tolerate any pledging of the tools.
15. The tools shall be returned including existing maintenance documents, tool drawings and all existing assembly and auxiliary devices as well as spare parts, insofar as the provision of the tools on loan has ended and the supplier no longer requires the tools to fulfil the delivery obligations towards Coop Systems. The loan of the tools shall automatically end at the time at which the contract for the delivery of the goods ends. Coop Systems may require the Supplier to keep the tools in safe custody after termination of the loan contract. The above provisions shall apply accordingly to the safekeeping.
16. After termination of the loan, Coop Systems may use the tools issued either itself or through third parties.

20. Tools from Coop Systems

1. Tools, parts, moulds, devices, test setups, machines and equipment (together "Coop Systems tools") provided by Coop Systems shall be used by the supplier exclusively for the manufacture of the goods ordered by Coop Systems from the supplier. By means of the tooling, a functionally correct and accurately fitting manufacture of the goods shall be ensured. The Coop Systems tools remain the property of Coop Systems. The supplier is not entitled to manufacture and market other products with the Coop Systems tools on his own account or to use or reproduce Coop Systems tools for orders from third parties.
2. The supplier must carry out an incoming inspection of the Coop Systems tools, i.e. after receipt of the Coop Systems tools, the supplier is obliged to immediately accept and check the quantities as well as to check that the Coop Systems tools are complete and free of defects. The results of the incoming inspections to be carried out by the supplier must be reported to Coop Systems immediately in writing (i.e. in writing or in text form, e.g. by e-mail) and photos must be provided to Coop Systems on request.
3. The supplier undertakes to store Coop Systems tools properly and separately from tools of third parties. Coop Systems tools shall be marked by the supplier as the property of Coop Systems. Furthermore, the supplier undertakes to protect Coop Systems tools from access by third parties. In the event of access by third parties, the supplier must inform Coop Systems of this immediately in writing. The supplier shall support Coop Systems in the legal defence against such access without delay and without invoking rights to refuse performance.
4. Upon receipt of the Coop Systems tools by the supplier, the supplier undertakes to handle and store the received Coop Systems tools with care and commercial diligence. The costs of safekeeping are included in the remuneration for the goods. During the storage the supplier is responsible for the insurance of the Coop Systems tools and will bear the corresponding insurance costs. The supplier is liable for loss, theft, damage or destruction of the Coop Systems tools in his custody.

5. Coop Systems may at any time - without observing a period of notice - demand the immediate surrender of the Coop Systems tools from the supplier if the Coop Systems tools are no longer required by him to fulfil the contract concluded with Coop Systems. In such a case, the supplier is obliged to hand over the Coop Systems tools to Coop Systems immediately and to deliver the Coop Systems tools to the named place of destination DDP Incoterms® 2020. A right of retention on the part of the supplier to the Coop Systems tools is excluded, unless the counterclaim of the supplier is an undisputed or legally established claim against us.
6. The supplier shall ensure by means of insurance that the Coop Systems tools are adequately insured in accordance with their value of goods by means of an all-risk property and business interruption insurance, in particular against the risks of mains water, storm, hail, fire and consequential fire damage, burglary, explosions and vandalism. The costs for the all-risk property and business interruption insurance shall be borne by the supplier and, at the request of Coop Systems, the supplier shall provide evidence of the insurance cover by means of an insurance certificate. Coop Systems must be informed immediately of any interruption in the insurance cover. Coop Systems is to be included in the insurance cover as a co-insured person.

21. Confidentiality

1. During the term of the contract and after its termination, the supplier shall not disclose to third parties or otherwise make available to third parties confidential documents of Coop Systems, samples, sketches, tools, business intentions, personal data, problems, problem solutions and/or data and other know-how, irrespective of the content, as well as information obtained visually by inspecting systems/equipment and the content of this contract itself and other documents (collectively "**confidential information of Coop Systems**"), which were provided to him or became known to him on the occasion of the cooperation. make them accessible to third parties in any other way, disclose them, reproduce them or use them without authorisation for his own business purposes. This applies accordingly to the conclusion and content of the contract. The Supplier shall also impose this obligation on its employees, insofar as they require confidential information for the performance of their duties.
2. The supplier shall also use technical information, intentions, experience, knowledge or designs which become accessible or disclosed to him in a confidential manner within the framework of the contractual cooperation only within the framework of the cooperation for the contractual purposes and shall treat them confidentially during the term of the contract and after its termination and shall not make them accessible to any third party.
3. The supplier is obliged to implement appropriate confidentiality measures, i.e. in particular to comply with the measures laid down by Coop Systems for the protection of confidential information and to take appropriate precautions to prevent unauthorised persons from gaining access to the confidential information.
4. This confidentiality obligation does not apply to confidential information that is demonstrably
 - were already known to the supplier outside the contractual relationship;
 - have been lawfully disclosed by third parties;
 - are or become publicly accessible; or
 - be released by the Coop Systems.

5. The confidentiality obligation for confidential information ends five (5) years after delivery.

6. The supplier is not entitled to use the name, brand, logo or corporate design of Coop Systems for advertising purposes.

7. The culpable breach of the above confidentiality obligation by the supplier constitutes a breach of an essential contractual obligation and entitles Coop Systems to demand a contractual penalty from the supplier, which is at the discretion of Coop Systems and appropriate to the culpable breach of obligation. The minimum amount of the contractual penalty shall be EUR 10,000.00. The supplier 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 or also increase the penalty. The plea of continuation of the infringement shall be excluded for infringements committed intentionally. The assertion of further claims for damages as well as for the omission of future unlawful conduct remains unaffected by this.

8. The supplier 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.

22. Assignment of claims

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

23. Data protection

Coop Systems is entitled to process all data about the supplier 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](#).

24. Place of jurisdiction, arbitration and place of performance

1. If the supplier 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 supplier and Coop Systems arising directly or indirectly from the contractual relationship. The same shall apply if the supplier 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 in accordance with the contract or an overriding individual agreement or at the general place of jurisdiction of the supplier. Overriding statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.

2. At the option of the claimant party, all disputes between the parties arising directly or indirectly from the contractual relationship may alternatively be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with these Rules. In this case, the place of arbitration shall be Munich, Germany. The language of the arbitration shall be English. The law applicable to the arbitration agreement and the arbitration proceedings shall be German law.
3. 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).

25. Applicable law

The contractual relationship between Coop Systems and the supplier shall be governed by the law of the Federal Republic of Germany. The applicability of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods, is excluded.

26. Amendment of the GPC

1. It may be necessary for Coop Systems to amend or supplement these GPC. Coop Systems therefore reserves the right to adapt these GPC for the future, insofar as the changes or additions appear necessary and are reasonable for the supplier. Coop Systems shall notify the Supplier of any amendments and supplements in text form (e.g. by e-mail) at least six (6) weeks before they are to take effect. Any amendments and supplements to the GPC shall be deemed to have been approved if the supplier 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 Supplier 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 GPC and is possible at any time without notifying the supplier.

27. Severability clause

Should individual provisions of the GPC be or become invalid or unenforceable in whole or in part, this shall not affect the remaining provisions of the GPC. 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 applies to loopholes in this contract.