General Terms and Conditions of Purchase

of the following company: ESK-SIC GmbH

Part A – General provisions

1. Scope of application, order of precedence

1.1. These General Terms and Conditions of Purchase (hereinafter referred to as “GTC”) apply to all business relationships with our business partners and suppliers.

1.2. These GTC shall apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of the supplier shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This requirement for obtaining our express consent shall apply universally, including but not limited to situations in which the supplier references its own general terms and conditions within the order confirmation and we do not expressly object to such reference.

2. Orders and confirmation of orders

2.1. Only orders made in writing are binding. Orders or agreements made orally or by telephone require our written confirmation to be effective.

2.2. Each order must be confirmed by the supplier immediately, at the latest within two weeks of receipt of the order, stating the price and the time of delivery and performance. If the supplier does not accept the order within two weeks of receipt, we are entitled to revoke the order.

3. Time of delivery and performance

3.1. Agreed dates and deadlines are binding. The supplier is obliged to inform us immediately in writing if, for whatever reason, it is unlikely to be able to meet the agreed dates and deadlines. If the supplier fails to meet the date or deadline, it shall be in default without a dunning notice being required. Unless a different shipping address is specified, the date of receipt of the contractual items at our location shall be essential for compliance with the date or deadline. If delivery is not agreed to be “carriage paid, the supplier shall provide the contractual items for pick up in good time, taking into account the usual time required for loading and delivery.

3.2. If the agreed date or deadline is not met due to circumstances for which the supplier is responsible, we shall be entitled, at our discretion and without prejudice to further legal provisions, to rescind from the contract after a reasonable grace period has elapsed, to obtain replacement from a third party or to have the service performed by a third party and/or to claim damages for non-performance. We are entitled to claim compensation for all additional costs incurred by us as a result of delayed deliveries or services for which the supplier is responsible. Acceptance of the delayed delivery or service shall not constitute a waiver of claims for compensation.

3.3. In the event of non-compliance with the agreed dates and deadlines, we may – in addition to further legal claims – demand a contractual penalty of 0.1% of the net price per working day, limited to a maximum of 5% of the net price. We shall be entitled to claim a contractual penalty in addition to performance. In the event that we have not expressly reserved the right to impose a contractual penalty at the time of acceptance, we nonetheless retain the right to assert such a penalty up to the point of final settlement of payment. This shall not preclude our entitlement to demonstrate that we have suffered losses exceeding the amount of the stipulated penalty and to seek compensation accordingly. Conversely, the supplier shall be entitled to furnish evidence that either no loss has been incurred, or that any loss sustained is substantially less than the penalty claimed.

4. Performance, delivery, transfer of risk, default of acceptance

4.1. The supplier shall not be permitted to delegate or assign the performance of its contractual obligations, including delivery or performance of service, to any third party (such as subcontractors) without obtaining our prior written authorization. If third parties are commissioned, the supplier remains our sole contractual partner and responsible for proper delivery or performance.

4.2. The supplier shall bear full responsibility for the procurement risk associated with its contractual obligations and performance of service, unless otherwise agreed in individual cases (e.g. restriction to stock).

4.3. The supplier shall bear full responsibility for the risk of damage to and loss of the contractual items until they are accepted by us or our agent at the place where the contractual items are to be delivered in accordance with the order.

4.4. Unless evidence to the contrary is furnished by the supplier, the quantities, weights, and measurements ascertained by us during the inspection of incoming contractual items shall be deemed conclusive and binding for all contractual purposes.

4.5. Deliveries that are in excess or short of the ordered quantities as well as partial or advance deliveries require our prior consent.

4.6. Unless otherwise agreed, the contractual items shall be shipped at the supplier's risk. Delivery shall be made carriage paid or postage paid. Packaging costs shall be borne by the supplier. Transport insurance shall be covered by us.

4.7. The requirement that we are proscriptive SLVS must be strictly observed.

4.8. If a delivery requires installation at our premises or at third-party premises by the supplier and/or if acceptance is required by contract or law, the risk shall only pass to us upon acceptance.

5. Prices and terms of payment

5.1. The price stated in the order is binding. All prices include statutory value added tax, unless this is shown separately.

5.2. Unless otherwise agreed in individual cases, the price includes all deliveries, services and ancillary services provided by the supplier as well as all ancillary costs (including expenses and travel costs).

5.3. The agreed price is due for payment within 60 calendar days of complete delivery and performance of service (including any agreed acceptance) and receipt of a proper invoice stating the order number, supplier number, part number, quantity and unit price. If we make payment within 14 calendar days, the supplier shall grant us a 3% discount on the net amount of the invoice. In the case of bank transfers, payment shall be deemed to have been made on time if our transfer order is received by our bank before the expiry of the payment deadline; we shall not be responsible for delays caused by the banks involved in the payment process.

5.4. Unless otherwise agreed, invoices shall be sent electronically by the supplier to the agreed email address or in the agreed manner.

5.5. Any payments effected by us shall not be construed as an acknowledgment or acceptance that the delivery or performance of service conforms to the terms of the contract.

5.6. We do not owe any interest for late payment. The statutory provisions apply to late payments.

5.7. We are entitled to rights of set-off and retention as well as the defence of unperformed of the contract to the extent permitted by law. In particular, we are entitled to withhold due payments as long as we still have claims against the supplier for incomplete or defective services, unless otherwise agreed in good faith.

5.8. The supplier shall only have a right of set-off or retention for legally established or undisputed counterclaims.

6. Insolvency of the supplier

6.1. In the event that the supplier becomes insolvent, we reserve the right to withhold an appropriate amount as security, which shall in any case amount to not less than 10% of the total contract price. Such security shall be retained until the statutory limitation period for warranty claims has expired.

6.2. The supplier assigns to us its warranty claims that it has against its subsuppliers. We are entitled to disclose this assignment in the event of the supplier's insolvency.

6.3. In addition, we shall be entitled to rescind from the orders for the scope of delivery not yet performed at that time.

7. Warranty, obligation to inspect and give notice of defects

7.1. In the event of material defects and defects of title in the contractual item (including incorrect and short deliveries as well as improper assembly/installation or defective instructions) and in the event of breaches of other contractual duties by the supplier, the statutory provisions and, exclusively in our favour, the following additions and clarifications shall apply.

7.2. In accordance with the statutory provisions, the supplier shall be liable in particular for ensuring that the contractual item has the agreed quality at the time of the transfer of the risk. The technical specifications and the performance data specified by the supplier shall be deemed to be a guarantee of its quality. In addition, agreements on the contractual item's characteristics shall in any case include any product descriptions, warranted specifications, operating values, operating points, our specifications or catalogue information provided by the supplier which – in particular by designation or reference in our order – are the subject matter of the respective contract or which have been incorporated into the contract in the same way as these GTC.

7.3. Without prejudice to our statutory rights and the terms set out in clause 7.2, the following shall apply: If the supplier fails to comply with its obligation to render supplementary performance — at our discretion, either by rectifying the defect (repair) or by delivering a defect-free item (replacement delivery) —within a reasonable period of time set by us, we may choose to remedy the defect ourselves or have it remedied by a third party. In such cases, we are entitled to recover the reasonable costs incurred or to request an appropriate advance payment from the supplier. If the supplier's supplementary performance either fails or is unacceptable for us (e.g. in cases of particular urgency, risks to operational safety, or the likelihood of disproportionate damage), no deadline is required to be set. In these circumstances, we will notify the supplier of such circumstances immediately, and where possible, in advance.

7.4. Furthermore, we shall be entitled to reduce the purchase price or rescind from the contract in accordance with the statutory provisions in the event of a material defect or defect of title. We shall also be entitled to claim damages for non-performance. Any further claims for damages shall remain unaffected by this.

7.5. If there is a material defect or defect of title, the supplier shall also bear the costs of inspecting and determining the defect, without prejudice to our additional and further claims.

7.6. We may return items delivered in breach of contract at the supplier's expense and risk.

7.7. The supplier undertakes to take out and maintain adequate commercial general liability insurance and product liability insurance of at least EUR 5 million per claim and to provide us with confirmation of insurance upon request.

7.8. The supplier guarantees careful outgoing inspection. Therefore, our obligation to inspect and give notice of defects (Section 377 et seq. of the German Commercial Code (HGB)) is limited to identity and damages due to transport and storage.

7.9. The mutual claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise specified below.

7.10. Notwithstanding Section 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims for defects shall be three years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The three-year limitation period shall also apply mutatis mutandis to claims arising from defects of title, whereby the statutory limitation period for third-party claims for surrender of an object (Section 438 (1) No. 1 of the German Civil Code (BGB)) shall remain unaffected. Furthermore, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right against us, in particular due to the absence of a limitation period.

8. Liability of the supplier

8.1. We are entitled to compensation for all damages incurred by us and caused by the supplier in connection with the delivery or provision of service. This shall apply, in particular, to expenditures rendered futile in respect of materials and labour arising from latent defects, as well as any increased costs incurred for the performance to comply with our own delivery obligations and all other consequential damages. The supplier shall be entitled to furnish evidence that it is not responsible for the damage, unless it is liable under statutory provisions even without fault.

8.2. If, as a result of a serial defect, it becomes necessary to replace an entire series of contractual items or our products incorporating such items—such necessity arising, for example, where conducting a fault analysis on individual items proves uneconomical, impracticable, or unreasonable—the supplier shall be obligated to reimburse all costs incurred, including those relating to portions of the affected series that do not exhibit any technical defects.

8.3. If the supplier is liable for product damages, it shall fully indemnify and hold us harmless against any claims asserted by third parties, insofar as the underlying cause falls within the supplier's responsibility, and the supplier is itself legally responsible in relation to external parties.

8.4. As part of its indemnification obligation, the supplier shall reimburse expenses in accordance with Sections 683 and 670 of the German Civil Code (BGB) arising from or in connection with claims by third parties, including recall campaigns carried out by us. We shall inform the supplier of the content and scope of recall measures – as far as possible and reasonable – and give it the opportunity to comment. Further legal claims remain unaffected.

8.5. The supplier shall also be liable for damage attributable to missing or inadequate safety measures.

8.6. If the supplier is granted permission by us to use, process, or otherwise work on machines or machine components, such authorization shall in no way limit or restrict the supplier’s liability for any loss or damage arising to the machines or machines components.

8.7. The supplier is obliged to deliver the ordered contractual items free of third-party rights and to indemnify us against any legal claims by third parties that may arise from domestic or foreign patents, utility models, copyrights or other rights in respect of the contractual items to be delivered, or to compensate us for any damage incurred by us in the event of such claims by third parties. This includes, in particular, judicial and extrajudicial costs of legal defense (including reasonable attorneys’ fees), any damages and license payments to third parties, costs for necessary conversion, redesign or replacement measures, costs for restoring our delivery capability and operational readiness, as well as all other direct and indirect financial losses incurred by us as a result of the infringement of property rights.

9. Confidentiality and retention of title

9.1. We reserve ownership rights and copyrights to illustrations, plans, drawings, calculations, implementation instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual service and returned to us after completion of the contract. The services performed, as well as any contractual items produced in connection therewith, shall be supplied exclusively to us. Furthermore, any documents generated or utilized in the course of providing such services may not be used as templates or reference materials for rendering services to third parties.

9.2. The documents must be kept confidential from third parties, even after the contract has ended. The confidentiality obligation shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known. Special confidentiality agreements and statutory provisions on the protection of secrets remain unaffected. The documents shall not be sold or pledged to third parties.

9.3. The above provision applies accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items that we provide to the supplier for the performance of its services. Such items shall be stored separately at the supplier's expense and insured to an appropriate extent against destruction and loss, until and unless they are processed. The supplier shall be liable for loss, misplacement, deterioration or damage, insofar as it is responsible for it.

9.4. Production equipment and tools shall become our property, if we have borne the costs thereof, regardless of whether through a separate one-off payment or as a share of the agreed price of the contractual item. As long as the production equipment and tools have not been handed over to us, they shall be stored on our behalf by the supplier with due care.

9.5. In the case of pro rata costs for production equipment and tools paid by us, ownership shall be transferred to us on a pro rata basis, unless we make a payment adjustment between the pro rata costs and the full costs.

9.6. Any processing, mixing, or combining (further processing) by the supplier of items provided to the supplier by us shall be performed exclusively on our behalf. This provision equally applies to any further processing by us of contractual items delivered by the supplier, such that, pursuant to applicable statutory regulations, we shall be deemed the manufacturer and shall acquire ownership of the resulting products at the latest upon completion of further processing.

9.7. The transfer of ownership of the contractual items to us must be conducted unconditionally at the time of delivery to us and regardless of payment of the price. However, if, in individual cases, we accept an offer of transfer of ownership from the supplier conditional upon payment of the purchase price, the supplier's retention of title shall expire at the latest upon payment of the agreed price. In the ordinary course of business, we remain authorised to resell the contractual items even before payment of the agreed price, with advance assignment of the resulting claim (alternatively, simple retention of title extended to resale applies). This excludes all other forms of retention of title, in particular extended retention of title, transferred retention of title and retention of title extended to further processing.

10. Environment, energy, safety, health and conflict materials

10.1. The supplier is obliged to comply with all relevant quality standards, in particular DIN standards, and generally recognised technical, safety and occupational health rules, as well as occupational safety, accident prevention and environmental protection regulations, and to observe all other relevantlaws, regulations, guidelines and information sheets issued by the legislator, competent supervisory authorities, professional associations and technical inspection associations.

10.2. When delivering contractual items, the supplier shall comply with the currently applicable legal regulations of the European Union and the Federal Republic of Germany. This applies in particular, but not exclusively, to the requirements of Regulation (EU) 2019/1021 (POP Regulation), Regulation (EC) No 1907/2006 (REACh Regulation), the Act on the Return and Environmentally Sound Disposal of Electrical and Electronic Equipment (ElektroG4) and the Use of Hazardous Substances in Electrical and Electronic Equipment (ElektroStoffV) as national implementations of Directives EU 2012/19 (WEEE) and EU 2011/65 (RoHS), and also the End-of-Life Vehicles Act (AltfahrzeugG) and the End-of-Life Vehicles Ordinance (AltfahrzeugV) implementing Directive EU 2000/53.

10.3. The supplier shall inform us immediately of any relevant changes in legal regulations that affect the contractual items, their availability, possible uses or quality, in particular the REACh Regulation, and shall agree appropriate measures with us in individual cases. The same shall apply as soon as and to the extent that the supplier foresees that such changes will occur.

10.4. In addition to the applicable national and European legal regulations, industry associations (e.g. in the automotive or railway industry) have drawn up their own lists (e.g. GADSL, RISL) of substances that are subject to declaration or prohibited. The requirements contained therein must be complied with or indicated for the contractual items delivered if they are used in these industries.

10.5. We are entitled to use authorized third parties as service providers to obtain information about delivered materials. The supplier must provide the service provider with the required information regarding material conformity after written authorization.

10.6. If products containing hazardous substances are delivered, a valid safety data sheet in German language must always be enclosed. Hazardous substances must be labelled in accordance with the current legal requirements.

10.7. Where required, the CE mark must be clearly visible and the operating instructions, declaration of conformity and risk assessment must be supplied. In the case of incomplete machines, the technical documentation for incomplete machines must be supplied together with assembly instructions and a declaration of incorporation.

10.8. The supplier shall endeavour to install a certified environmental, energy and/or occupational health and safety management system covering all areas of its operations. The supplier agrees to an environmental, energy or occupational health and safety audit after reasonable prior notice by us or our customers, as well as by third parties commissioned by us or our customers after reasonable prior notice.

10.9. The supplier undertakes to provide all relevant key figures relating to the contractual items or performance of service (e.g. energy consumption, efficiency classes, technical data sheets, life cycle data) in a complete and comprehensible manner upon request.

11. Foreign trade data

11.1. The supplier must provide us with all information, documents and data in writing, at the latest upon the first delivery of the contractual items or provision of services, which we require to comply with applicable foreign trade law in the event of export, import and/or re-export of the ordered contractual items or provision of services. The supplier must immediately notify us in writing of any changes to the aforementioned information, documents and data after they have been provided.

11.2. For each individual item, this includes:

- Customary trade/goods designation in such a precise form that the contractual item can be classified in the customs tariff up to the eight-digit (delivery from EU) or eleven-digit (delivery from third country) customs tariff number;
- Eight-digit customs tariff number of the combined nomenclature of the EU (also “statistical goods number”); for deliveries from a third country, notification of the six-digit customs tariff number (“HS code”);
- Non-preferential country of origin; in the case of origin in the EU, the actual country of origin must be stated, stating the respective member state (e.g. “DE” or “NL”); indication of the origin code “EU” is not sufficient;
- For deliveries within the EU: Supplier declarations to prove preferential (and non-preferential) origin;
- For deliveries from a preferential partner country of the EU: Preferential proof according to the provisions of the respective free trade agreement for claiming preferential customs rates on imports;
- Entry of annexes to Regulation (EU) 2021/821 (“EU Dual Use Regulation”) and, if necessary, specification of the relevant goods list item (e.g. “2B350i”);
- Entry of the German export list as an annex to the Foreign Trade and Payments Ordinance ("AWV") and, if necessary, specification of the relevant goods list item (e.g. “0006”);
- If the goods are in the U.S. Subject to Export Administration Regulations (“EAR”): Coverage by the Commerce Control List (“CCL”) and indication of relevant ECCN if covered or “EAR99” if not covered;
- Coverage of the goods from other prohibitions or restrictions to which the goods are subject in the case of export, import and/or re-export. This includes in particular other foreign trade norms such as those of Great Britain, Japan or China.

11.3. If we provide a template document for the submission of information, this has to be used with primarily. If certain information is not explicitly requested in such a document, it must be sent to us by other means.

12. Compliance

12.1. The supplier is obliged to comply with the provisions of the Schunk Supplier Code of Conduct in its currently valid version. The Supplier Code of Conduct is available to all suppliers of the Schunk Group in its currently valid version on the Schunk Group website.

12.2. In order to determine whether suppliers are complying with the principles and requirements of the Schunk Supplier Code of Conduct, we reserve the right to conduct audits and verifications at our discretion, either directly by us, through third parties or by means of supplier self-assessments.

12.3. The supplier shall cooperate in complying with the legal requirements applicable to the ESK-SIC GmbH. To this end, the supplier shall, upon request, provide information, documents, data, details and due diligence declarations that we require in order to comply with legal requirements.

12.4. We have the right to terminate individual or all contractual relationships with the supplier without notice if we determine that the supplier demonstrably does not comply with the Schunk Supplier Code of Conduct or does not strive to implement improvement measures.

13. Data protection

13.1. Suppliers must comply with laws governing the protection of personal data. They may only use personal data (e.g. of employees or customers) in accordance with data protection regulations. Suppliers must protect personal data that they receive from us or process on our behalf and proactively prevent loss, misuse, theft, fraud, unauthorized access, disclosure or alteration.

13.2. Personal data of the supplier will only be collected, stored, processed and used by us if, to the extent and for as long as this is necessary for the establishment, implementation or termination of this contract.

14. References

14.1. The supplier may refer to this business connection with us in any public documents only if the supplier has express authorisation from us to do so.

15. Partial invalidity clause

15.1. Should any provision of these GTC or other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements.

16. Applicable law, place of jurisdiction and place of performance

16.1. The law of the Federal Republic of Germany shall apply, excluding international private law/conflict of laws and the UN Convention on Contracts for the International Sale of Goods.

16.2. The exclusive place of jurisdiction for all disputes arising out of or in connection with the contract is our registered office. However, we are entitled to bring legal action against the supplier at its place of business.

16.3. The place of performance for all deliveries and services is the delivery address specified by us. If no such address is specified and cannot be determined from the circumstances, the place of performance shall be the location of our receiving department.

Part B – Special provisions for services

If we purchase services (including IT services) from the supplier, the following provisions shall apply in addition to the provisions in Part A. In case of contradiction between the provisions of Part A and Part B, the provisions of Part B shall prevail.

17. Scope of services and service provision

17.1. The supplier shall provide the agreed services in a professional manner, on time and in compliance with the recognized rules of technology and the statutory and official regulations.

17.2. Changes to the scope of services require our prior written consent.

17.3. The supplier shall only employ qualified personnel who have the necessary professional qualifications and experience. However, we shall be entitled to demand the replacement of individual employees of the supplier if we have justified doubts about their suitability.

18. Freedom from instruction and no integration

18.1. The supplier shall perform the services on its own responsibility and shall be free to organise its activities and allocate its working time as it sees fit, unless coordination with us is necessary for objective reasons.

18.2. The supplier is not integrated into our work organisation. This contract expressly does not establish an employment relationship.

18.3. The supplier undertakes to comply with all legal requirements to avoid bogus self-employment and to ensure the proper registration and payment of taxes and social security contributions at its own expense.

19. Termination

19.1. Service contracts may be terminated by either the supplier or us with 3 months' notice to the end of the month The supplier and we are each entitled to terminate the service contract with 3 months' notice to the end of the month. Notice of termination must be given in writing. Services already commenced shall be continued in accordance with the contract until the end of the notice period. Services duly rendered up to that point shall be remunerated in accordance with the contractually agreed terms and conditions.

19.2. The right of both parties to terminate the contract for good cause remains unaffected. Good cause shall be deemed to exist for us in particular if:

a) the supplier significantly breaches its main contractual obligations and does not remedy the breach within a reasonable period of time despite a written warning;

b) insolvency proceedings are opened against the supplier's assets or are rejected for lack of assets;

c) the supplier violates essential legal provisions or compliance requirements arising from the contractual relationship, in particular provisions relating to labour, social security or data protection law or the Schunk Supplier Code of Conduct.

19.3. In the event of termination – for whatever reason – the supplier is obliged to hand over to us all services rendered up to the effective date of termination in a complete and orderly manner against payment of the agreed pro rata remuneration.

Part C – Special provisions for IT software and IT hardware

If we purchase standard software (including SaaS/cloud solutions) or hardware from the supplier, the following provisions shall apply in addition to the provisions in Part A. In case of contradiction between the provisions of Part A and Part C, the provisions of Part C shall prevail.

20. Subject matter of the service

20.1. The contractual items and services delivered must comply with the contractually agreed specifications, the state of the art rules of technology and all relevant legal and regulatory requirements. Compatibility with our system environment and suitability for our intended use must be ensured.

20.2. The supplier shall ensure that software and hardware are free of malware and do not contain any functions that restrict or jeopardise our use in an impermissible manner.

20.3. For contractual items incorporating digital elements or other forms of digital content, the supplier shall bear full responsibility for the provision and timely updating of such digital content. This obligation applies insofar as it arises from any quality agreements or product specifications issued by the manufacturer or on its behalf, including but not limited to, information disseminated via the internet, advertising materials, or product labelling.

21. Rights of use for software

21.1. If we purchase a licence for a software, the supplier grants us a non-exclusive, unrestricted as to time and place, transferable and sublicensable right of use for this software. This includes, in particular, the right to install, reproduce, use, back up, adapt and use the software by our affiliated companies (Sections 15 et seq. of the German Stock Corporation Act (AktG)).

21.2. If we lease a licence for a software, the supplier grants us a non-exclusive, non-transferable right of use limited to the term of the contract. The supplier guarantees the availability, maintenance and servicing of the software throughout the entire term of the contract.

21.3. Any licence conditions of the supplier shall only apply if they have been communicated to us in full, at least in text form, prior to the conclusion of the contract and have been expressly accepted by us in writing. General references to online terms and conditions are irrelevant.

22. Delivery and provision

22.1. The software shall be delivered by physical handover or electronic provision (e.g. download link, access to cloud platform). The supplier shall ensure that the software is delivered complete, in working order and ready for installation.

22.2. The delivery of hardware includes all agreed components, accessories, firmware, drivers and documentation. Ownership is transferred to us upon handover. The risk of accidental loss is borne by the supplier until handover.

23. Warranty for software rental

23.1. Sections 536 et seq. of the German Civil Code (BGB) apply. The supplier is obliged to remedy defects immediately after notification at its own expense. Strict liability pursuant to Section 536a (1) Alt. 1 of the German Civil Code (BGB) applies.

24. Availability and support (for software rental)

24.1. The supplier guarantees a system availability of at least 99.5% on a monthly average. Maintenance windows must be agreed with us in advance.

24.2. Support services (e.g. hotline, troubleshooting, response times) shall be regulated in a separate Service Level Agreement (SLA). If no SLA has been agreed, reasonable response times shall apply (max. 24 hours for critical errors).

25. Termination

25.1. Rental contracts and service contracts may be terminated by either the supplier or us with 3 months' notice to the end of the month. Termination must be made in writing (Section 126 of the German Civil Code (BGB)). Services already commenced shall be continued in accordance with the contract until the end of the notice period. Services duly rendered up to that point shall be remunerated in accordance with the contractually agreed terms and conditions.

25.2. The right of both parties to terminate the contract for good cause remains unaffected. Good cause shall be deemed to exist for us in particular if:

a) the supplier significantly breaches its main contractual obligations and does not remedy the breach within a reasonable period of time despite a written warning;

b) insolvency proceedings are opened against the supplier's assets or are rejected for lack of assets;

c) the supplier violates essential legal regulations or compliance requirements arising from the contractual relationship, in particular labour, social security or data protection regulations or the Schunk Supplier Code of Conduct.

25.3. In the event of termination – for whatever reason – the supplier is obliged to hand over to us all services rendered up to the effective date of termination in a complete and orderly manner against payment of the agreed pro rata remuneration.