

BLACK Semiconductor
Purchasing Terms and Conditions
(April 29, 2026)

1. Scope

These Purchase Terms and Conditions apply to any purchase of goods and provision of services (“**Goods and Services**”, either Goods or Services or both, as the context requires) between a supplier (“**Contractor**”) and Black Semiconductor GmbH (“**BLACK**”) or one of its Affiliates.

2. Definitions

“**written**” or “**in writing**” within the meaning of these Purchasing Terms and Conditions refers to text from pursuant to Section 126b of the German Civil Code (BGB).

“**Affiliate**” means any company within the meaning of §§ 15 et seqq. German Stock Corporation Act.

“**Business Days**” means any day from Monday to Friday, excluding public holidays at the registered seat of BLACK.

“**Goods and Services**” mean any products, goods, deliveries, tools, materials provided by Contractor to BLACK or services rendered by Contractor to BLACK.

3. Area of Validity

Unless otherwise agreed in writing, the legal relationship between BLACK and Contractor shall be governed exclusively by these Purchasing Terms and Conditions for the above-mentioned businesses, if Contractor is an entrepreneur according to § 14 of the German Civil Code (*BGB*) or legal entity under public law. Any general terms and conditions of the Contractor shall not apply unless BLACK has given explicit consent in writing with reference to such general terms and conditions of Contractor. Acceptance of goods or services by BLACK shall not be deemed as acceptance of Contractor’s general terms and conditions.

4. Quotes and Orders

4.1 Quotes and cost estimates from Contractor shall be provided free of charge and are non-binding for BLACK. They shall not give any obligation or claim for remuneration or conclusion of a contract.

4.2 If a quote or cost estimate from Contractor differs from the inquiry from BLACK, Contractor shall make explicit written reference to this.

4.3 The contract regarding deliveries and services shall be issued to Contractor through a written purchase order from BLACK. If the parties have not agreed otherwise before the contract is concluded, only purchase orders issued in writing shall be binding for BLACK. Verbal agreements, including side agreements, changes or additions to a purchase order require explicit written confirmation from BLACK to

be effective. Purchase order confirmations from the Contractor that deviate from the content of the purchase order of BLACK shall not be binding on BLACK, unless expressly accepted in writing by BLACK.

4.4 BLACK is entitled to cancel a purchase order free of charge if Contractor has not confirmed the order in writing within 14 days after receipt unchanged, unless a shorter confirmation period is stated in the purchase order.

4.5 Unless otherwise expressly agreed in individual contracts, the following order of priority shall apply to the contractual documents relating to the ordered Goods and Services:

1. Written BLACK purchase order
2. Specification or service description or requirements issued by BLACK
3. These Purchasing Terms and Conditions
4. Supplier Quality Agreement
5. Written quotation from Contractor.

4.6 The newest version of the standards and guidelines of BLACK referenced in the purchase order issued by BLACK or in the current Purchasing Terms and Conditions at the date of the purchase order shall apply. The Contractor acknowledges that these documents have been made available or otherwise accessible by BLACK and shall ensure compliance with them. If Contractor notices that the standards and guidelines from BLACK differ from or contradict legal mandates, Contractor shall notify BLACK about the deviations or contradiction immediately and without charge.

5. Delivery Time and Delivery Delay

5.1 The supply of Goods and Services shall be made by Contractor on the agreed upon date, in accordance with the conditions set out in the respective purchase order. Unless otherwise stipulated in writing, the Goods and Services shall be provided according to agreed International Trade Terms (Incoterms), unless otherwise specified in the respective purchase order and confirmed by the Contractor in an order confirmation.

5.2 If delays occur or are expected to occur, Contractor shall inform BLACK immediately in writing, regardless of the rights resulting from this delay, specifying the reason for and the estimated duration of the delay. If Contractor fails to provide timely notice, it may not invoke this obstacle at a later time in its dealings with BLACK.

5.3 Early deliveries or services or partial deliveries or partial services shall require the prior written consent of BLACK.

5.4 In the event of a delay on the part of Contractor, BLACK is entitled to charge a contractual penalty amounting to 0.2% of the (net) price of the portion of the contract affected by the delay for each commenced business day of delay in

addition to the claim for fulfillment, without prejudice to other statutory or contractual rights, limited to a maximum sum amounting to 5% of the agreed-upon total sum. BLACK may request possible compensation for damages in addition. The contractual penalty payments shall be set-off with additional compensation claims by BLACK.

5.5 If the Contractor does not deliver Goods or render Services within a reasonable extension period set by BLACK in writing, BLACK is thus entitled to procure replacement performance from a third party after the extension period has expired. The Contractor shall reimburse BLACK for any additional expenses and additional costs arising therefrom. BLACK also has the right to demand compensation for damages instead of performance of delivery or service; the right to withdraw from the contract remains unaffected. Upon such replacement procurement or demand for damages, the Contractor's right to subsequent performance and BLACK's obligation to accept the delayed performance shall cease. All other rights of BLACK, including the right to contractual penalties, shall remain unaffected.

5.6 The timeliness of deliveries or rectification of shipments is determined using the date of receipt at the receiving location indicated by BLACK in the purchase order. If delivery including installation or assembly has been agreed upon between Contractor and BLACK, the timeliness of the delivery shall be determined based on the proper completion of the installation or assembly. Apart from this, timeliness of service depends on the complete rendering of the services as agreed by contract.

6. Contract Performance

6.1 Contractor shall specify the BLACK purchasing department, purchase order number, purchase order date, BLACK item number and the reference and name of the BLACK ordering person in all written correspondence. Every delivery shall contain the aforementioned information as well as the designation of the content by type and quantity, a packing list and test certificate, if necessary, that is in accordance with the agreed specifications, material verifications, initial sample inspection reports, and any other necessary documents. In the event of revision changes, the initial sample inspection reports for the changed features shall also be presented.

6.2 BLACK is entitled to review the material, manufacturing process and other work performed in order to render contract service during the manufacturing and up to the delivery of ordered products. If this review is not allowed by the Contractor and no good cause is provided, BLACK is entitled to rescind the contract without Contractor being able to demand compensation for damages. BLACK can refuse payment for the performance rendered by Contractor before rescission if the acceptance of this partial performance is not in the interests of BLACK. This shall also apply if defects or deviations from the agreed contract are found during the inspection. Instead of rescission, BLACK is also entitled to demand contract fulfillment immediately. BLACK can demand a report related to the ordered objects,

particularly concerning the status of manufacturing, at any time. This inspection right does not affect the obligations of Contractor, particularly those regarding warranty and liability.

6.3 Subcontracts can only be awarded by Contractor to third parties with prior written consent from BLACK if these do not simply concern the supply of parts commonly available on the market. If Contractor intends to include third parties for contract fulfillment from the outset, this shall be communicated to BLACK in the quote. If BLACK grants this consent, Contractor remains responsible for contract fulfillment and is liable for third party infringements of duties in accordance with § 278 BGB. In this case, Contractor shall be obligated to ensure that if a third party is subcontracted, such third party is qualified to render and can reliably perform the subcontracted services and that it performs its legal duties to pay taxes and social security contributions as well as fulfilling requirements mandated by trade law for its activities. Contractor is obligated to require that its subcontractors perform, for the tasks that were contracted out in the same manner as BLACK requires of Contractor, particularly, but not limited to, as relates to the non-disclosure agreement, data protection and proof of sufficient business and product liability insurance. Contractor must replace subcontractors that prove to be unqualified or unreliable with suitable subcontractors immediately. If Contractor fails to replace an unsuitable subcontractor with a subcontractor proven to be suitable despite a request and the expiration of an appropriate extension period, BLACK is entitled to revoke the consent for subcontracting.

6.4 Contractor is obligated to render the delivery and service properly as per specifications on its own responsibility in accordance with the current state of technology employing qualified personnel, and to follow the applicable legal and regulatory guidelines and other provisions in the performance of the delivery and service. This obligation is unaffected by the release of documents and other information by BLACK.

6.5 If there are planned inspections or tests of the Goods and Services, Contractor shall bear these costs. Contractor shall indicate to BLACK that it is ready for testing at least five business days beforehand and agree upon a date with BLACK. If the delivery object is not presented on this date, the costs on the part of BLACK shall be borne by Contractor. If repeated or additional inspections or tests are required as a result of identified defects, Contractor shall bear all further costs for such inspections.

6.6 Contractor shall aid and advise BLACK in the implementation of any necessary authorization procedures and inspections required for the manufacture, delivery, import, export or use of the Goods and Services and shall procure necessary documents in a timely manner.

6.7 For software, the delivery requirement is only fulfilled if the complete (technical and user) documentation for the software is also handed over. For programs

produced individually for BLACK, the software shall also be delivered in object code and source code format with the corresponding documentation.

6.8 For instruments, machines or systems, a technical description and a user manual shall be delivered along with the product free of charge in accordance with requirements according to applicable law. Apart from this, instruments, machines or systems must meet all requirements for safety regulations applicable at the time of delivery, including, but not limited to a CE marking. Contractor shall deliver the required or agreed-upon documentation, particularly for approval, installation, start-up, operation, maintenance and repair, for machine and system deliveries. The delivery of electrical and electronic devices or components must correspond to the specification of European DIRECTIVE 2011/65/EU (RoHS) in its respective applicable version, including Commission Delegated Directive EU 2015/863.

6.9 Goods must be packaged properly and in environmentally compatible, non-polluting materials in compliance with applicable law. The Contractor must ensure that the deliveries and/or services it provides or that are provided by a subcontracted third party, including their packaging, do not contain or release any dangerous materials hazardous to the environment or health that are not permitted by law for the intended use, for the use discussed with the Contractor and for foreseeable improper use at the manufacturing location, at the place of use indicated to the Contractor or on the way there.

7. Export Control Laws

Contractor shall fulfill all requirements of applicable national and international customs and foreign trade law. Contractor undertakes to inform BLACK in writing immediately of possible approval requirements or bans in connection with the (re-)export of deliveries and/or services in accordance with German, European Union and US (re-)export and customs provisions. In particular, the Contractor shall specify, without limitation, the following information in its business documents (including quotations, order confirmations, invoices and delivery notes):

- whether the delivery and/or service is subject to any export and/or import licensing requirement under applicable German export control law and, if so, the relevant export control list item number;
- whether the delivery and/or service is subject to any export and/or import licensing requirement under applicable European Union export control law, including the EU dual-use regulation, and, if so, the relevant list item number;
- whether the delivery and/or service is subject to U.S. export control regulations, including registration under the U.S. Commerce Control List (CCL), and the corresponding Export Control Classification Number (ECCN), where applicable;
- whether the Goods are transported through, produced in, stored in, or manufactured using technology originating from the United States;

- the statistical goods number (customs tariff number) and, separately, the country of origin within the meaning of applicable EU customs law (non-preferential origin) for the delivered Goods.

For deliveries and/or services designated for specific destination countries as notified by BLACK, the Contractor shall inform BLACK without undue delay of any additional export or re-export restrictions or licensing requirements under applicable German, European Union or other relevant export control laws

In the event that any necessary export license requirement was not communicated to BLACK, BLACK specifically reserves the right to rescind the contract.

8. Free Trade Agreements, Conflict Minerals

8.1 Contractor shall comply with all applicable trade and customs laws, including requirements relating to preferential origin of goods under free trade agreements, and shall provide appropriate origin documentation upon request.

8.2 The Contractor shall further ensure compliance with all applicable laws and regulations relating to conflict minerals and, upon request, provide reasonable evidence of such compliance.

9. REACH Clause

Contractor shall comply with all applicable obligations under Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (“**REACH regulation**”) with respect to all materials, substances, preparations and products delivered or provided to BLACK.

10. Prices

10.1 All prices are net prices and do not include value added tax (VAT). The agreed prices are fixed prices. Provided that no other agreements have been made in an individual case, the listed prices include full payment for all contracted deliveries and services as well as all expenses connected to the deliveries and services to be rendered by Contractor, particularly costs for possible tests, acceptances, documentation, creation of technical documents and objects, packaging materials, transportation and customs and border control fees.

10.2 If Contractor reduces its prices in the time between order and delivery and its conditions improve, the prices and conditions of Contractor valid on the day of delivery shall apply.

11. Invoices, Payments

11.1 Invoices shall be submitted to the billing address listed in the purchase order separately from the shipment; the wording must agree with the BLACK order designations with regard to the goods designation, price, quantity, order of items and item numbers and must contain the BLACK purchase order number. Any

additional services or incomplete services shall be listed separately in the invoice. Service verification documents and other objective evidence documents shall be included with the invoice. The exact designation of the department issuing the order and the date of the purchase order shall be listed. Invoices that do not contain all this information are sent back, must be treated as not received and therefore do not form the basis for the due date.

11.2 If a self-billed invoice was agreed upon, Contractor shall communicate all data including but not limited to legal name and address of Contractor, Contractor's VAT number and/or tax registration number, that are necessary for meeting legal requirements of applicable tax law to BLACK. A self-billed invoice issued by BLACK shall be reviewed and confirmed by the Contractor within [14] business days after receipt. If the Contractor does not object to the self-billed invoice in writing within this period, the self-billed invoice shall be deemed accepted. Notwithstanding the aforesaid, contractor can object the self-billed invoice issued by BLACK at any time in cases prescribed by law.

11.3 When invoicing based on time-spend, the times worked and materials used shall be recorded on forms. The forms shall be presented to BLACK daily for signing. The verifying documents are considered the basis for invoicing, pending final approval during invoice verification. The name of the respective person that performed the service shall be recorded in the service verification document.

11.4 BLACK is only in default if BLACK does not provide payment upon a reminder from the Contractor occurring after payment has become due.

11.5 Payments do not constitute recognition of the conditions and prices and the delivery or service as being in accordance with the contract and take place with all rights reserved. In the case of a defective or incomplete delivery or service, BLACK is entitled to withhold payments for all claims arising from the business relationship in the appropriate scope without compensation until proper fulfillment, and to do so without losing discounts, reductions and similar payment benefits, regardless of its other rights.

11.6 Contractor shall only have right of retention as the result of counterclaims that are declared legally valid by a competent court or undisputed.

11.7 If not otherwise explicitly agreed, payments are due within 30 business days upon receipt of a proper invoice from the Contractor or upon acceptance of the self-billed invoice by the Contractor ("**Beginning of the Payment Period**").

11.8 If BLACK makes payments within 14 days after the Beginning of the Payment Period as per Section 11.7, Contractor shall grant a 3% discount on the net amount of the respective invoice. In the case of a bank credit transfer, payment shall be considered to be made in a timely manner if the transfer order arrives at the bank in such time that a timely receipt of payment is to be expected under normal circumstances; delays of banks involved in the payment process shall not be

attributed to BLACK.

12. Code of Conduct and Data Protection

12.1 Suppliers are expected to adhere to BLACK's Supplier Codex. Where applicable, suppliers will be expected to sign the supplier codex, which is available on BLACK's website www.blacksemi.com.

BLACK expects its Contractors to share the principles listed above.

12.2 Contractor shall observe the regulations of the German Data Protection Act, the European Data Protection Directive and other applicable regulations on data protection if it has received personal data from BLACK or an Affiliate of BLACK or has had access to such information. Contractor may only compile, process and use the data insofar as it is required for the purpose of the contract or for rendering the ordered service. Further processing of the data, particularly for the purposes of the Contractor or a third party, is prohibited.

13. Transfer of Risk, Acceptance, Retention of Title

13.1 Regardless of the regulation in Section 14.2, the risk of loss and damage is transferred to BLACK with the transfer of goods ordered in the contract at the delivery location specified by BLACK in the purchase order in the case of a delivery without installation or assembly. If installation or assembly has been agreed upon for a delivery, the transfer of risk takes place after proper completion of the installation or assembly.

13.2 If acceptance is legally mandated or agreed upon in the contract, the transfer of risk to BLACK happens only after the signing of the acceptance certificate by BLACK. For this purpose, BLACK and Contractor shall agree on a common acceptance date. Mere start-up or use by BLACK in no way replaces this formal acceptance.

13.3 Notwithstanding the agreed delivery date, formal acceptance ("**Acceptance**") of the delivered Goods and Services shall take place exclusively at the BLACK facility in Aachen, Germany. Black shall have a period of up to three (3) months from the date of arrival of the Product at its facility in Aachen to carry out the necessary testing and verification procedures prior to Acceptance.

13.4 If defects or derivations from the agreed specifications are identified during the testing period, the Acceptance shall be suspended until Contractor has rectified the defects and BLACK has had reasonable time to re-test the respective Goods and Services.

13.5 In the event of a delivery of Goods and Services with retention of title, BLACK is entitled to resale and reprocessing as part of regular business operation

14. Existing Intellectual Property Rights and Know-how, Work Results

14.1 Any existing intellectual property rights, copyrights and know-how of BLACK at the date of the conclusion of the respective individual contract or resulting during

the term of the respective Individual Contract outside the subject matter thereof ("**Background**") remain with BLACK.

14.2 Insofar as the Contractor requires Background of BLACK in order to perform its contractual obligations, BLACK grants it herewith for the term of the respective individual contract a right of use to this Background at no charge which shall be non-exclusive, non-transferrable and incapable of being sub-licensed exclusively for the purpose of the fulfilment of the obligations incumbent upon the Contractor under the respective individual contract.

14.3 The Contractor herewith grants BLACK a right of use which shall be exclusive, unlimited with regard to term and territory, irrevocable, transferrable and capable of being sub-licensed to all inventions, developments, copyrights, know-how and other results which are gained during the respective individual contract within the framework of the Goods and Services to be delivered or performed by the Contractor BLACK, including, as applicable, the documentation owed and all results, in particular, documents, construction drawings, project sketches, presentations and drafts ("**Work Results**"). This right of use includes in particular the right to transform or process and further develop the Work Results. Insofar as the use of the Background of the Contractor is necessary for the use of the Goods and Services according to the respective contract or the use of the Work Results, the aforementioned right of use shall also include the use of the Background of the Contractor. The Contractor agrees to notify BLACK of all Work Results and – insofar as possible – to hand over the related documentation including copies.

14.4 The Contractor shall conclude valid and adequate agreements with its employees (including managing directors, freelance workers, researchers, representatives, advisers and subcontractors) or shall take all necessary measures which shall ensure the grant of rights according to Section 14.3. Any inventor payments to be paid to employees of the Contractor with regard to Work Results according to the German Employee Invention Act shall be paid by the Contractor itself.

14.5 The regulations of this section 14.5 shall continue to apply also after the ending and/or complete fulfilment of the respective individual contract.

15. Defect, Defect Complaint, Rights In Case of Defects, Liability for Defects, Warranty Period

15.1 Contractor guarantees that the Good and Services have no defects or legal defects, have the agreed composition, were created without technical, objective or qualitative errors, include the agreed product or service specifications, are suitable for the use set out in the purchase order and correspond to the standards specified in these conditions as well as legal provisions. If a Good or Service deviates from the above-mentioned requirements, it is defective.

15.2 Obvious defects in the delivery that come to light during the incoming goods inspection with an evaluation of the exterior, including the delivery papers, and during the quality inspection in the sampling process (e. g. obvious transport damage, obvious incorrect or incomplete deliveries) shall be indicated by BLACK to Contractor as soon as they are detected according to the conditions of ordinary course of business. Provided that it was not otherwise agreed, the defect complaint in the form of defect indication by BLACK shall be considered immediate and timely if it takes place within ten (5) business days calculated from the receipt of goods or from the time of discovery in the case of hidden defects. To this extent, Contractor shall waive its right to objection of late complaint.

15.3 If a Quality Assurance Agreement is concluded with Contractor in which the limit quality values (e. g. agreed quality level, "AQL value", parts per million, "PPM value") for the goods delivery is agreed upon, BLACK is entitled to reject the delivery for exceeding the above-mentioned limit quality value in full or check 100% of the delivery at the expense of Contractor. If BLACK accepts goods which are in compliance with the limit quality value, claims due to defects discovered later shall remain unaffected.

15.4 In the event of defective Goods and Services, BLACK can choose to demand the defect be remedied or defect-free service be performed, to withdraw from the contract or to reduce the agreed price accordingly and demand compensation for damage or reimbursement of needless expenses in accordance with applicable law.

Rectification shall take place immediately at the delivery location of the goods or the location at which the service was rendered, or at the location of the goods when the defect was discovered, per decision from BLACK.

Rectification shall be considered to have failed (§§ 440, 636 BGB) if the defect is still not remedied after the second rectification attempt or if rectification did not take place in an appropriate rectification period.

If rectification has failed or is unacceptable for BLACK (e. g. due to special urgency, risk to operational safety or threat of disproportionate damage; in order to prevent a delivery delay), BLACK is entitled to remedy the defect and any damage resulting from it at the expense of Contractor or have the defect remedied by a third party and demand compensation for the necessary expenses from Contractor without setting other deadline.

15.5 If rectification is considered unacceptable in the case of development or design errors (§ 440 BGB), BLACK is entitled to withdraw from the contract or reduce the agreed price. BLACK's right to request compensation for damages remains unaffected.

15.6 Contractor warrants that all software delivered as part of the Goods and Services is free from viruses, malware, worms, trojans and other malicious code, security vulnerabilities that would allow unauthorized third parties to access,

manipulate or disrupt the operation of the machines or that would allow unauthorized remote access to or from BLACK's network. Contractor warrants, that: (i) the software does not contain any code or components that are intended to cause a Product to cease functioning or degrade performance; (ii) no third-party software is included that would require BLACK to obtain additional licenses or impose obligations beyond those expressly agreed in writing by the Parties.

In the event of a breach of the abovesaid warranty, Contractor shall – at its own cost – without undue delay eliminate the defect and compensate BLACK for any damages arising therefrom, including costs for system cleansing, security audits and operational disruptions.

15.7 A warranty period of 36 months applies to the Goods and Services purchased by BLACK from the Contractor.

16. Product Liability

16.1 If Contractor is responsible for product defect or a product-related damage, the Contractor shall indemnify and hold harmless BLACK, upon first written demand, from and against any third party claims for damages arising from personal injury, property damage or other losses, insofar as such damage is attributable to the Contractor's sphere of responsibility or organizational area. This shall apply in particular to liability under the German Product Liability Act (*Produkthaftungsgesetz – ProdHaftG*).

16.2 Within the scope of its liability pursuant to Section 16.1, Contractor is obligated in particular to reimburse any expenses that arise from or in connection with a recall carried out by BLACK as per §§ 683, 670 German Civil Code or §§ 830, 840, 426 German Civil Code. BLACK, if possible and acceptable, shall inform Contractor of content and scope of the recall to be carried out and provide it the opportunity to make a statement.

16.3 Additional claims and rights of BLACK as customer according to applicable law remain unaffected.

17. Intellectual Property Indemnification

Contractor shall defend any suit or proceeding brought against BLACK by a third party, and Contractor will reimburse BLACK for any expense or loss or damages that are either awarded against BLACK in any such suit or proceeding or agreed to by Contractor in a settlement of any such suit or proceeding, in each case to the extent the suit or proceeding is based on a claim that a Contractor Good and/ or Service infringes any third-party right, all subject to the following: BLACK shall notify Contractor promptly in writing after BLACK becomes aware of the suit or proceeding (or the possibility of such suit or proceeding), and BLACK must give sole authority and control to Contractor, with BLACKS full cooperation, to defend and settle the suit or proceeding.

In addition, if in such suit the use of the Contractor Good and/or Services by BLACK is enjoined, Contractor shall, at Contractors expense and option, use reasonable efforts to (a) procure for BLACK the right to continue using the Contractor Good and/ or Services; (b) replace the infringing Contractor Good and/ or Services with a non-infringing Good and/ or Service; or (c) modify the Good and/ or Service so that it becomes non-infringing.

18. Insurance Coverage

Contractor shall arrange and maintain at its own expense an appropriate business and product liability insurance for personal injury and material damage for all potential liability claims from or in connection with the goods and/ or services it is to render for BLACK and assembly insurance if assembly services are performed, and provide BLACK with copies of the corresponding insurance policies upon request.

19. Technical Documents and Objects

19.1 Technical documents, specifications, tools, models, production resources, drawings, work instructions, calculations, analyses, analysis methods, formulas, guidelines(**"Technical Documents and Objects"**) that BLACK makes available to Contractor in connection with a contract request or with the contract may (i) only be used by Contractor for the performance of the contract and not for other purposes and (ii) not be disclosed, handed over or otherwise made accessible to unauthorized third parties. Every copy or reproduction of the above-mentioned Technical Documents and Objects is only permitted insofar as this is absolutely necessary for completing the contract assigned by BLACK. These, including all possible duplicates and reproductions that were produced, must be returned to BLACK or destroyed immediately upon request or immediately after the completion of the contract at the latest; Contractor is not authorized to enforce a right of retention with regard to such Technical Documents and Objects. Technical Documents and Objects created by BLACK remain the sole property of BLACK. Contractor is not entitled to reproduce, duplicate, copy, reverse-engineer or otherwise analyze any Technical Documents or Objects provided by BLACK without prior consent. BLACK reserves all rights, including copyright and other industrial property rights in such Technical Documents and Objects.

19.2 If the Contractor creates Technical Documents and Objects for the purpose of performing the contract at the request of BLACK, the Contractor shall transfer to BLACK all transferable rights in and to such Technical Documents and Objects and/or their contents, without any additional remuneration.

19.3 To the extent the assignment is not legally valid, Contractor hereby grants to BLACK an exclusive, royalty free, transferable, sublicensable, irrevocable and worldwide license to use and exploit such Technical Documents and Objects. Such license is granted as broadly as is legally possible and is expressly without restriction, unlimited (in terms of duration, territorial scope and extent of the rights

concerned), exclusive and capable of assignment and contains the right to grant sublicenses to third parties. This grant of usage and exploitation rights will cover all known and unknown types of use. It further includes the right to edit and modify the Technical Documents and Objects and the right to reproduce such Technical Documents and Objects in their original, revised or modified form, to transfer them to image, audio or data carriers or in any other form, to distribute them, to publish them, to save them for printing purposes, to transmit them by wire or wirelessly or to exploit them in another manner in Germany or abroad. Contractor hereby waves – to the extent legally permissible – any moral rights he may have under copyright laws or otherwise, including, in particular, the right to publish any work, the right to be named as author and the right of access to any work. BLACK hereby accepts all of the assignments and licenses.

The price contains sufficient and final compensation for the production of all Technical Documents and Objects and for the transferal of the above-mentioned rights. This shall also apply if the Technical Documents and Objects remain in the possession of Contractor. Contractor shall store these for BLACK without compensation until their surrender is requested.

20. Provision of Materials

20.1 Materials provided by BLACK to the Contractor remain the sole property of BLACK and shall be maintained by Contractor free of charge and with the care of a prudent businessperson, separately from other goods of Contractor and marked as BLACK property. The Material may only be used for the implementation of the contract assigned by BLACK. **“Materials”** mean any physical items such as, but not limited to, tools, prototypes, equipment, raw materials and all items provided or made available by BLACK to the Contractor in connection with the performance of the contract.

20.2 If Contractor processes or reshapes the provided Material, this shall be done exclusively for BLACK. BLACK shall immediately become the owner of the new or reshaped goods resulting from this. If the provided Material is processed with other objects that do not belong to BLACK, BLACK shall receive partial ownership of the new goods proportional to the value of the provided material (purchase price plus VAT) compared with the other processed objects at the time of processing.

Contractor maintains the new or reshaped goods for BLACK with the corresponding marking without compensation and with the care of a prudent businessperson.

20.3 Sections 20.1 and 20.2 shall apply accordingly for Materials that Contractor receives from a third party for fulfilling the contract and has billed BLACK for separately.

20.4 Contractor is further obligated to insure these Materials against fire and water damage and theft up to new value at its own expense. Contractor shall simultaneously transfer all compensation claims from this insurance to BLACK. BLACK hereby accepts this transfer. Contractor is obligated to perform any

necessary maintenance and inspection tasks and all service and repair work to tools from BLACK at its own expense in a timely manner and indicate any problems to BLACK immediately. Contractor is not entitled to reproduce, duplicate, copy, reverse-engineer or otherwise analyze any Materials provided by BLACK without prior consent.

20.5 Contractor is obligated to send back all Materials not in use that were provided by BLACK, including any reproductions and duplicates that were produced, immediately upon request, or immediately after completion of the contract at the latest; to this extent, Contractor is not authorized to enforce a right of retention with regard to any Material provided by BLACK.

21. Confidentiality

21.1 Contractor is obligated to treat the contract relationship with BLACK as confidential, as well as its fulfillment and any information it receives in connection with the contract, unless Contractor demonstrates to BLACK that this information was already known to it or was made accessible by an authorized third party without a non-disclosure agreement retroactively, or that this information was generally accessible or become so retroactively, without the Contractor being responsible for this.

21.2 Publications about deliveries and services that contain confidential information per Section 21.1 require the express prior written consent of BLACK.

21.3 The confidentiality obligation also applies after the completion of the contract.

22. Assignment

22.1 Contractor may only transfer the rights and obligations from the contract to third parties with the prior written consent of BLACK.

22.2 BLACK may transfer the rights and obligations from the contract at any time without prior consent of the Contractor to an Affiliate.

23. Partial Invalidity

If individual provisions of these conditions are or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions, which shall remain unaffected. The parties shall replace such provisions with valid and enforceable provisions that come as close as possible to the meaning and economic purpose and the intention of the parties. The same applies to unintended contractual gaps.

24. Court of Jurisdiction, Law

24.1 The location of fulfillment is the delivery location specified in the purchase order.

24.2 The substantive law of the Federal Republic of Germany shall apply to the contractual relationship, excluding its conflict of law rules of international private law and of the UN Convention on Contracts for the International Sale of Goods.

24.3 The court of jurisdiction is Aachen, Germany. However, BLACK is also entitled to file a lawsuit at the general court of jurisdiction competent for the Contractor.

* * *