

between:

ATLAS Weyhausen GmbH, Visbeker Straße 35, 27793 Wildeshausen, Germany,
represented by the Managing Director Klaus Brunkhorst
- hereinafter referred to as "Atlas" -

and

.....,represented by

- hereinafter referred to as the "Supplier" -

Recitals

For the production of construction equipment for a wide range of applications, Atlas has a fairly regular need for components for said products and is therefore interested in establishing a long-term business relationship with suppliers for Atlas's component needs. The Supplier is aware that Atlas sells its products worldwide and that there are consistently high demands placed on the quality and delivery reliability of the components that are supplied by the Supplier, as well as the Supplier's compliance with all contractual obligations. The Supplier has assessed the needs of Atlas in advance of the conclusion of this Agreement and, under consideration of the technical and commercial aspects, is in a position to meet and cover the needs of Atlas for various components on a long-term basis according to the Supplier's own assurances.

PART 1: FRAMEWORK SUPPLY AGREEMENT

1. Definitions

Contractual Product: The products to be delivered by the Supplier to Atlas under this Agreement, including any replacement parts thereof, in accordance with the **specifications** in **Attachment 1** of this Agreement.

Documents: All documents, either in writing or in digitized form, that have been agreed upon between the Parties or may be required retrospectively due to other circumstances, in particular due to the export of the products of Atlas.

2. Subject matter of the Contract

2.1 This Framework Agreement governs the legal relationship between Atlas and the Supplier. This Framework Agreement applies to all orders placed between the Parties for the contractual items described below. General terms and conditions of the Parties do not apply.

2.2 The Supplier shall supply Atlas with Contractual Products during the term of this Agreement in accordance with the specifications attached in **Attachment 1** and on the basis of orders. If agreed deliveries are actually made after the date of termination of this Framework Agreement, the provisions of this Framework Agreement shall also apply for these deliveries ("Grace Period"). Atlas has no obligation to purchase the Contractual Products from the Supplier, unless otherwise specified in the purchase orders, the terms of which are governed by this Framework Agreement.

2.3 In the case of obvious errors in the order, in particular typographical errors, the Supplier shall inform Atlas thereof. If the Supplier violates the Supplier's obligation to provide such information, Atlas may make subsequent changes to or withdraw from the contract without being liable for damages to the Supplier.

2.4 Rights and/or obligations under the respective contractual relationship can be transferred by Atlas at any time to affiliated companies or third parties.

3. Individual Orders

3.1 Deliveries made by the Supplier are to be made on the basis of individual orders in the form of separate order from Atlas, with a reference to this Framework Agreement and with legally binding quality, and in accordance with the subsequent provisions in this Agreement. The orders from Atlas contain the following information: order number, reference to this Framework Agreement, material, quantity, price, delivery date, place of performance, and other terms of delivery and payment, as agreed in writing between the Parties in addition to this Framework Agreement.

3.2 If the Supplier does not object to an order from Atlas within 10 working days of receipt of said order, the order shall be deemed accepted by and binding on both Parties. The Supplier shall review every order and, in the event of uncertainties of any kind, inform Atlas thereof without delay.

3.3 **Atlas** may withdraw from the individual order up to eight weeks before the delivery date. In this case, Atlas shall assume the cost of material that has already been procured to the required extent and that cannot be used elsewhere. Atlas acquires ownership of the material upon payment and shall specify to the Supplier how to proceed in regard to said material. Further claims of the Supplier are excluded.

4. Quantity Contract

4.1 Under the quantity contract, the Supplier shall be ready to deliver a certain quantity of Contractual Products to Atlas. Atlas shall send the Supplier a quantity contract in writing, containing at least: Order number, reference to this Framework Agreement, material, contract quantity (acceptance only exists if this is expressly agreed upon in writing), price, duration, delivery times where already set, place of fulfillment, other terms of delivery and payment, as agreed in writing between the Parties in addition to this Framework Agreement.

4.2 If the Supplier does not object, in writing, within ten working days after receipt of the quantity contract, this shall be deemed as confirmation and acceptance. The Supplier hereby offers Atlas the delivery of the Contractual Product in accordance with the terms and conditions of the quantity contract and the delivery dates to be stipulated by Atlas, provided the dates are at least 5 working days from receipt of the delivery schedule (Section 4.3).

4.3 For the retrieval of a certain quantity of Contractual Products, Atlas shall provide the Supplier, in writing, with a **delivery schedule** containing at least: Order number, reference to this Framework Agreement, material, delivery quantity, price, delivery dates for the individual released quantity, place of fulfillment, other terms of delivery and payment, insofar as agreed in derogation of the above by the Parties in this Framework Agreement

4.4 The Supplier shall permanently store at least 50% of the contract volume and deliver it to Atlas within five working days, provided that Atlas has given the Supplier a written delivery schedule. Should the delivery schedule from Atlas exceed the quantity to be stored, the Supplier shall immediately produce the additional quantity and deliver it to Atlas. The Supplier shall also have sufficient personnel on hand and the technical capacity necessary to deliver the target quantity specified in the delivery schedule as well as an additional quantity of 15%.

5. Quantity Forecasts, Scheduling Agreements

5.1 Atlas shall adjust, as far as possible, the forecasts forwarded to the Supplier for possible future order quantities for deliveries as well as the services of the Supplier to the emerging actual demand. The forecasts are non-binding and do not constitute an acceptance obligation for Atlas outside of Section 5.2.

5.2 Alternatively or in parallel to the individual orders and quantity contracts, the Parties may hereunder enter into binding “scheduling agreements” as of a defined date. These have the following structure:

5.2.1 The level of commitment is set by the schedule line via fixing periods. The following fixing periods can be defined for a schedule line item:

5.2.1.1 Fixing period 1 (Production Release Period)

The schedule lines in this period are considered fixed and therefore binding for both Parties. If a schedule line is canceled that is within this (first) fixing period of production release, the Supplier may, for example, charge for both the material and the production costs incurred by the cancellation.

5.2.1.2 Fixing period 2 (Material Release Period)

This fixing period forms the release period for the Supplier to procure materials that the Supplier needs for the production of the Contractual Products. If an allocation is canceled within this (second) fixing period, then the Supplier may only charge the material costs.

5.2.1.3 Fixing period 3 (Planning Preview)

All schedule lines with a delivery date after the first and second fixing periods are assigned to this fixing period. The production material and materials contained herein are provided for informational or educational purposes only and therefore do not constitute a liability of any kind whatsoever to either Party.

6. Deviations, Modifications, Delivery Conditions

6.1 If the Supplier confirms the orders of Atlas by introducing deviations, the Supplier must explicitly mark these as such and inform Atlas about changed delivery times without delay. The deviations become binding only if Atlas authorizes the deviations in writing after receipt of the confirmation at the latest after one calendar week.

6.2 The binding delivery dates for the Contractual Products are based on the individual orders or delivery schedules.

6.3 If there is a need for Atlas to modify issued and legally binding individual orders due to technical matters and/or delivery times, the Supplier shall comply with the request of Atlas, insofar as there are no serious reasons that would cause the Supplier to object to such a request. If there are any effects with regard to the agreed price, the delivery times or the quality, the Parties shall immediately inform each other thereof in writing. If no agreement has been reached within four weeks of the first request, each Party may terminate this contract by way of derogation from other provisions. The liabilities incurred up to that date, e.g. within the framework of the scheduling agreements, remain unaffected.

6.4 The Supplier warrants that the complete delivery to Atlas is secured at the time of the respective individual orders and that there are no restrictions imposed on the deliveries by any governmental authorities; otherwise, the Supplier is liable for the damages that Atlas incurs.

6.5 The Supplier shall inform Atlas of all cases in which certificates of origin are required or export restrictions exist for its deliveries, insofar as the Supplier must be aware of this or is reasonably able to procure such knowledge. This information must be clearly identifiable on the order confirmations, the delivery notes and the invoices. Insofar as Atlas requests long-term declarations from the Supplier in accordance with EU Regulation No. 2015/2447 from Nov. 24, 2015, the Supplier shall make these available with all information and/or identification marks and signed in a legally binding manner along with the delivery of goods.

7. Subsequent Changes to the Contractual Products

7.1 Any technical change to or modification of the Contractual Products that was authorized by the Supplier shall be announced by the Supplier without undue delay, but no later than six months before the intended implementation, so that Atlas can examine such changes and/or modifications.

7.2 The implementation of the intended technical change requires the prior written consent of Atlas. If this is not the case, the Supplier shall reimburse all resulting costs that Atlas incurred, of any kind whatsoever, and indemnify Atlas against claims of third parties.

7.3 The above provisions shall apply mutatis mutandis in the event of a change in procurement sources for materials or components as well as a change of the manufacturing facility or significant changes in the manufacturing process at the Supplier's location(s).

7.4 Atlas may, at any time and within the limits of what is reasonable for the Supplier, require changes or additions to the agreed-upon technical specifications of the Contractual Products in terms of their construction and execution for future orders. The effects of this, in particular with regard to the additional or reduced costs as well as the agreed delivery dates, are to be regulated in an appropriate manner. If such a regulation is not possible within four weeks after the first contact is made concerning this, Atlas may terminate this Framework Agreement extraordinarily with four weeks notice to the end of the next calendar quarter.

8. Provision by Atlas

8.1 Provided goods or parts remain the property of Atlas and are to be stored separately as such and may only be used for orders from Atlas. The Supplier shall replace the value of the provided goods if they are damaged or are processed or inseparably mixed with other objects not belonging to Atlas. The Supplier shall inspect supplied goods or parts immediately upon delivery for visually recognizable defects in quality/quantity and shall notify Atlas in writing thereof within three working days at the latest.

8.2 The Supplier shall treat Atlas's supplies carefully and store them properly, if possible separately, and mark them as the property of Atlas. In the event of access by third parties of whatever nature, the Supplier shall inform said third parties of Atlas's ownership rights, and prevent access if possible as well as inform Atlas thereof without delay.

8.3. During production, the Supplier shall carry out further inspections of the supplies, insofar as these have been agreed upon separately with Atlas or are required as part of the Supplier's quality management system. In the case of a determination of defects in quality and/or quantity, Atlas must be notified immediately of any necessary decision-making processes. If defects in quality are the responsibility of the Supplier, the Supplier shall – at its own cost – order a replacement from Atlas.

8.4 The Supplier shall label all Atlas-owned tools and equipment with the specified inventory number at the request of Atlas and record and report it on the inventory lists provided by Atlas in the course of the annual inventory.

9. Shipping, Packaging, Disposal

9.1 Shipping is carried out at the risk of the Supplier. This also applies if Atlas takes over transportation and/or transport insurance. If the goods are transported by Atlas at the risk and expense of Atlas, Atlas shall decide on the means of transportation and shall select the forwarder or carrier.

9.2 For goods with limited shelf life and for goods with special storage and/or disposal regulations, the Supplier shall provide this information, in a clearly visible manner, on the goods to be delivered and on the packaging as well as in all order confirmations and delivery notes. To facilitate the quantity control, the content quantity must be stated on each outer packaging and shipping unit.

9.3 The Supplier shall observe the **packaging and labeling regulations** of Atlas (available at: www.weycor.de) and mark the deliveries with the material number, the material description (short text), the order number and the order item of the material contained therein. Each delivery must be accompanied by a delivery note, which is to be affixed to each loading aid. This must contain at least the following information: delivery note number, delivery note date, order number and order item or scheduling agreement, material number, delivered quantity.

10. Delivery, Delay, Force Majeure

10.1 The delivery takes place during incoming goods acceptance hours at Atlas (Mon - Thu. 7:00 am - 3:15 pm, Fri 7:00 am - 12:00 pm), unless other dates are mentioned in the scheduling agreement, individual orders or delivery schedules. All delivery dates and quantities are binding, and compliance with the deadlines is an essential contractual obligation. Delivery times are calculated from the order date. The delivery dates of a divergent order confirmation are only decisive if Atlas has expressly agreed to this in writing. Proper delivery to the delivery address or place of receipt specified by Atlas is decisive for the observance of the delivery date. For services, the regulation contained in the order applies. The contractual obligations of the Supplier are deemed to be fulfilled if the products are handed over at the place of performance within the agreed delivery time, including all necessary documents and fulfillment of the conditions of the respective individual order. The same applies mutatis mutandis for the contractually agreed-upon services and for replacement material or for goods repaired by the Supplier due to a justified defect in quality that was ascertained during the incoming goods inspection.

10.2 Unless otherwise agreed upon in writing, deliveries shall be Delivered at Place (Incoterms 2010), including all ancillary costs, e.g. packaging, freight and customs duties. Even if shipment has been agreed upon, the risk only transfers to Atlas when the goods are handed over to Atlas at the agreed-upon destination.

10.3 If Delivered at Place has not been agreed upon, the Supplier shall provide the goods in good time, taking into account the usual time for loading and shipping, and shall register them with the agreed forwarding agent for collection. The readiness for dispatch of the goods shall be communicated to Atlas (or, in the case of an existing routing order, to the specified carrier) in writing or electronically one working day in advance.

10.4 For deliveries according to Section 10.3: Atlas is a self-insurer and therefore a waiver customer.

10.5 If the Supplier becomes aware that agreed-upon delivery dates cannot be met for any reason, the Supplier shall notify Atlas immediately in writing stating the expected duration and reasons for the delay, the order number with the item or scheduling agreement, as well as the quantity and the new delivery date. If Atlas agrees in writing to the deadline, delay in delivery shall be determined according to the newly agreed-upon deadlines. Force majeure only relieves the Supplier from compliance with the obligation to notify insofar as the Supplier is prevented from doing so by force majeure.

10.6 The Supplier shall reimburse Atlas for all direct and indirect damages incurred by Atlas through late delivery or performance. The acceptance of the delayed delivery or service does not waive any claims for compensation.

10.7 In the event of delay in delivery and after prior written warning, Atlas may demand, from the Supplier, 0.3% of the respective net total order value per day of delay from the 4th working day, subject to an arrangement which derogates from the contract, as well as in the case of late delivery with documentation 0.5% of the total net order value per commenced week of delay; however, in each of the above forms of delay max. 5% of the total net order value. Insofar as both of the aforementioned forms of default apply, the respective higher contractual penalty shall be deemed to be the upper limit. Atlas reserves the right to claim further damages, while taking into account the forfeited contractual penalty. We are entitled to declare a reservation of the contractual penalty in accordance with § 341 (3) of the German Civil Code within 5 working days after acceptance of the goods and to assert the contractual penalty within a further 7 working days. The duties of the Supplier remain unaffected.

10.8 If the agreed delivery dates are not complied with for reasons for which the Supplier is responsible, the Supplier shall be in default even without receiving a warning. In the case of a fixed transaction, we may immediately refuse performance of the contract, withdraw from the individual contract or quantity contract, or claim damages instead of demanding performance after expiry of a reasonable grace period set by us, without prejudice to any further statutory claims.

10.9 In cases of force majeure, the Supplier may postpone the delivery or service for the duration of the force majeure event at the latest, provided that the Supplier has informed us in writing within 24 hours after the occurrence of the force majeure event. Otherwise, we are entitled to assert our statutory rights regarding default. If the Supplier is in default, the Supplier cannot invoke force majeure. If, in the case of force majeure, the delayed performance is no longer of any interest to us, we may rescind the contract without compensation during the force majeure event.

10.10 If the Supplier defaults on different deliveries for different reasons at least three times, it is assumed that Atlas is no longer reasonably able to comply with the Framework Agreement. In this case, Atlas may extraordinarily terminate the Framework Agreement without notice and for good cause.

11. Prices

11.1 The **prices** for the Contractual Products and the associated discounts and surcharges are set out in **Attachment 11.1** of this Framework Agreement. The prices agreed upon in the order exclude the legally applicable VAT, but include all additional costs, e.g. for packaging, freight and customs duties up to the address provided by Atlas for Delivered at Place (Incoterms 2010) dispatch, unless otherwise agreed in writing.

11.2 Each Party may request a price adjustment at the earliest 18 months following the conclusion of this Framework Agreement and every 12 months thereafter. If a Party requests a price adjustment, said Party shall notify the other Party in writing no later than 2 months before the end of the relevant period. If after three months no agreement on new prices has been reached, each Party may terminate this Framework Agreement with a notice period of 6 months to the end of the month. In this case, Atlas may place a final order on the terms of this Framework Agreement and other ultimate orders with the Supplier to the extent that these correspond to the most recent forecasts. The Supplier shall supply Atlas according to the prevailing and valid conditions.

11.3 It is understood by the Parties that an annual reduction in the price of Contractual Products is sought in order to meet both the requirements and needs of global competition for Atlas products. For this reason, the Supplier shall not exclude cost-reducing suggestions for improving costs for unjustified

reasons and shall immediately take account of these. Furthermore, the Supplier shall make every effort to achieve the aforementioned target.

12. Terms of Payment, Billing Details

12.1 The invoice addressee is the respective ordering company. Invoices are to be sent, in duplicate and separately from the goods, to the company that is indicated as the contracting party, stating the information required as per Sections 3.1 and 4.3. The currency for deliveries and services under this Framework Agreement is the EURO (€).

12.2 All order confirmations, shipping documents and invoices shall include the order number, article number, delivery quantity and delivery address of Atlas as well as any supplier number. If one or more of these details are missing and Atlas delays processing within Atlas's normal business operations, the payment deadlines set out in Section 5.5 will be extended by the period of the delay.

12.3 Payments are made under the following terms of payment:

- 3% discount if made within 15 days of receipt of invoice
- net if made within 30 days of receipt of the invoice.

12.4 The payment period begins after complete and faultless delivery of the goods or after receipt of a proper invoice that corresponds to the requirements of § 14 of the Value Added Tax Act, whereby whichever occurs last is deemed to be decisive. If the goods arrive at the place of receipt after the invoice, the receipt of the defect-free goods shall be decisive for the commencement of the period of payment. In the case of early delivery, the agreed-upon delivery date is the beginning of the payment period. Payments are made on time if they have been transferred to Atlas by the end of the calendar week in which they fall due according to the deadlines in Section 12.3. Payments made are subject to invoice verification and are not considered as recognition of faultless delivery or service.

12.5 If Atlas is in default of payment, an express and written reminder must always be sent after the due date of said payment. In the event of late payment, Atlas owes default interest in the amount of four percentage points above the base lending rate in accordance with § 247 of the German Civil Code.

13. Impediments to Acceptance, Delay in Acceptance

13.1 Atlas may refuse acceptance in cases of force majeure, strikes and lockouts or other business interruptions, and in the event of riots or official orders, provided that Atlas is not responsible for the aforementioned impediments to acceptance. Atlas may rescind the contract if there are impediments to acceptance that exist for longer than one month. In this case, the Supplier shall reimburse Atlas for any payments already received. Atlas may, at its own discretion, retain partial deliveries in these cases.

13.2 In the case of default of acceptance by Atlas, the Supplier may only demand reimbursement of expenses for an unsuccessful offer as well as for proven storage and maintenance costs of the ordered goods. The amount of this compensation is limited to 0.5% of the net value of goods for each full week of Atlas's default in acceptance, unless Atlas has either grossly negligently or intentionally caused the default in acceptance.

14. Guarantee, Reporting of Complaints

14.1 In the event of defects, Atlas may enforce any statutory claims to which Atlas is entitled. In derogation of the foregoing, the warranty period shall nonetheless be 36 months. Claims for recourse against the Supplier based on claims for material defects according to § 478-479 of the German Civil Code remain unaffected. The Supplier shall reimburse the costs and expenses arising from and in connection with any subsequent performance, in particular transport, travel, labor, and material costs, as well as experts' fees, and the Supplier shall additionally indemnify Atlas against these. If necessary, the Supplier shall carry out subsequent performance by way of a multi-shift operation or during overtime or holiday hours, especially if this is required by Atlas for urgent operational reasons, in particular to ensure delivery obligations to Atlas's customers, and this is reasonable for the Supplier. If the Supplier fails twice in carrying out said subsequent performance within the set deadline, the supplementary performance is generally considered to have failed.

14.1.1 Costs incurred due to any faulty deliveries are borne by the Supplier, and Atlas shall object to such deliveries through the issuing of a complaint report. Costs for sorting and return, as well as costs due to having to shift the deadline with the customer, will be charged to the Supplier. Insofar as a defect is discovered during the incoming goods inspections (Section 14.2) or later, Atlas may return the delivery to the Supplier and may demand reimbursement for the sorting costs and may, if necessary, also demand reimbursement for additional costs for acquiring replacements and/or for subsequent work.

14.1.2 If one or more deliveries within a period of 12 months have similar defects (“Serial Defects”) in more than 0.1% of the items of a category or series arising out of this Framework Agreement, Atlas may declare all existing delivery quantities from that period as defective and reject them, and Atlas may furthermore assert its rights and claims on account of defect for the entire delivery quantity. In this case, Atlas may temporarily refuse to accept the items of a category or series arising out of this Framework Agreement affected by Serial Defects from further individual contracts until the Supplier has proven that the Serial Defects are no longer present for new deliveries and services. The Supplier shall adequately document the cause of the Serial Defects and their rectification. If the Supplier fails to remedy the Serial Defects within a reasonable deadline set by ATLAS, Atlas may withdraw from the individual contract concerned and assert the other rights and claims arising both from this Framework Agreement and out of the law on defects.

14.2 There is agreement between the Parties that Atlas has no obligation to inspect incoming goods within the scope of the statutory provisions (§§ 377 et seq. of the German Commercial Code). This notwithstanding, Atlas shall conduct an audit of the delivered Contractual Products, which is limited exclusively to a visual inspection of the shipping packaging, externally visible damage, e.g. transport damage, a quantitative check and an identity check based on a comparison of the delivery documents with the order documents. If there is a defect later on, Atlas may enforce its liability and warranty claims in their entirety. However, Atlas shall inform the Supplier, in writing, of a defect discovered later on, and shall do so immediately after discovery.

14.3 When the Supplier receives written notification concerning defects, the limitation period for warranty claims is suspended until the Supplier rejects the claims or declares the defect remedied or otherwise refuses to continue negotiating the claims of Atlas. In the case of a replacement delivery and/or a rectification of defects, the warranty period for replaced and repaired parts begins again, unless Atlas had to assume, based on the behavior of the Supplier, that the latter was not obliged to undertake the measure, but only carried out the replacement or rectification for reasons of goodwill or similar.

14.4 Furthermore, the Supplier shall perform the following:

14.4.1 The Supplier shall ensure and warrant that the orders placed with the Supplier are executed, on time, according to the agreed-upon specifications, are in accordance with the recognized rules, and utilize the latest methods and technology. Furthermore, the materials used by the Supplier in the course of order processing are to be new and of first-class quality.

14.4.2. The Supplier shall check the orders issued by Atlas for completeness and accuracy. Should complaints arise here, the Supplier shall inform Atlas immediately thereof in writing.

14.4.3 If Atlas provides the Supplier with so-called release declarations for the Contractual Products or individual components as part of the execution of the contract, this does not affect the Supplier’s full responsibility for the Contractual Products. The same applies to any recommendations or similar declarations from Atlas.

14.4.4 The warranty generally excludes **parts that are subject to wear and tear**. These include in particular the parts and materials listed in **Attachment 14.4.4**.

14.4.5 If, due to a defective delivery of Contractual Products, corresponding costs and expenses are incurred by Atlas in order to ensure Atlas’s own delivery obligations, the Supplier shall reimburse said costs and expenses upon the presentation of proper evidentiary documentation. Such costs include, in particular, increased testing efforts – due to the utilization of personnel and technical equipment – during production at Atlas.

14.4.6 The Supplier is aware and acknowledges that the Contractual Products the Supplier delivers are incorporated into the Atlas-made construction machinery. It is therefore agreed that in the event of a defect that falls within the Supplier’s scope of responsibility, the Supplier shall bear all costs and expenses associated with the replacement or repair, irrespective of whether they arise for Atlas itself or Atlas’s customers/purchasers. Such costs and expenses include, in particular, labor, travel, transport, testing and material costs. Sentence 3 applies mutatis mutandis to costs incurred by Atlas for the provision, by Atlas, of personnel and/or resources for warranty work (for example, services rendered at the current locations of Atlas’s customers’ machines) that is to be carried out by Atlas, Atlas’s dealers or third parties. Fixed remuneration rates are agreed as follows: Working hours (installation and removal, travel times) €60/pers./hr.; Kilometer fee €0.62/km/vehicle.

14.4.7 In urgent cases, Atlas may remedy the defect at the expense of the Supplier or commission third parties to do so. An urgent case exists, in particular, if a defect that has occurred is not rectified immediately and this would lead to considerable claims for damages against Atlas.

14.4.8 In the event of Serial Defects (see Section 14.1.2), the Supplier shall immediately provide Atlas with replacements for the affected Contractual Products or parts thereof and shall reimburse Atlas for all costs associated with the replacement. The Supplier hereby authorizes Atlas to carry out such a replacement or have it carried out.

14.4.9 The Supplier's further obligations arise from **Part II (Quality Control Agreement)** of this Framework Agreement.

15. Minimum Wage

Atlas is not liable for any claims against the Supplier and/or the Supplier's subcontractors for the payment of the statutory minimum wage to the Supplier's or the subcontractor's employees. The Supplier shall oblige the client to strictly adhere to the minimum wage regulations. The contractor shall furthermore be required to oblige the subcontractors. The Supplier shall grant Atlas access and inspection rights, as well as the right to consent to subcontracting, in order to ensure that the minimum wage regulation is followed.

16. Product Liability

16.1 The Supplier is responsible for all claims asserted by third parties for personal injury or property damage resulting from a faulty product delivered by the Supplier, and the Supplier shall indemnify Atlas against any resulting liability. If we are obliged to carry out a recall vis-à-vis third parties due to a defect in a product delivered by the Supplier, the Supplier shall bear all costs associated with the recall.

16.2 The Supplier shall maintain, at its own expense, sufficient comprehensive general liability insurance as well as product liability insurance with a coverage of at least €10,000,000 (in words: ten million Euros) per (recall) claim, which, unless otherwise agreed upon, covers the product recall risk, especially in Europe, North America and Asia. The Supplier shall send Atlas a copy of the comprehensive general insurance policy at any time upon request as well as proof of payment of the current insurance premium. This insurance policy does not constitute a limitation of liability in favor of the Supplier. Both Parties agree that the costs of such insurance shall be reasonably shared between the Parties, provided that it is established that the premium to be assumed by the Supplier for such coverage is higher than the insurance coverage that the Supplier usually provides for the Supplier's normal business activities.

17. Emergency Production

17.1 In the event that the Supplier does not meet its delivery obligations for more than three weeks – for whatever reason, in particular in the event of insolvency – despite a warning being issued, the Supplier grants Atlas the gratuitous, territorially and temporally unlimited right to manufacture or have manufactured by third parties the Contractual Products using the technical information and documents used by the Supplier for the production of the Contractual Products, insofar as the relevant documents and information do not originate from Atlas.

17.2 To safeguard the pre-regulated right to emergency production, the Supplier shall provide Atlas with a copy of the relevant documents/information in a sealed envelope together with a corresponding open table of contents and shall maintain an ongoing update service. After the occurrence of the condition for emergency production pursuant to Paragraph 1, Atlas may open the sealed envelope and use the documents and other information as intended. In this case, the Supplier shall grant Atlas, free of charge, an irrevocable, territorially and temporally unlimited right of use.

18. Ownership Protection

18.1 The Supplier acknowledges the ownership of all documents, samples, models, films, drawings, tools, as well as any workpieces provided to the Supplier by Atlas.

18.2 The Supplier recognizes, irrespective of the intended purpose, Atlas's exclusive copyright to the drawings and parts lists, designs, models, films, lithographs, plates, copying templates, master copies, printing plates, mats, embossing plates, stamping tools and contours, printing cylinders, etc. ("Items for Transfer"). Should the Supplier acquire its own copyright due to the processing of the drawings, designs, models, etc. on behalf of Atlas, the Supplier shall grant Atlas an exclusive, temporally unlimited, free right of use of this copyright, and the Supplier shall, upon request, transmit to Atlas the current status of the Items for Transfer for unrestricted use.

18.3 Upon request by Atlas, the Supplier shall return, in full, the documents received pursuant to Sections 18.1 and 18.2 to Atlas if they are no longer required by the Supplier during the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Any copies made by the Supplier must be destroyed in this case; however, this does not apply to the statutorily required storage of copies or the storage of data for backup purposes as part of standard data protection measures.

18.4 New developments that the Supplier develops in conjunction with Atlas or on behalf of Atlas may only be used with written consent; furthermore, publications relating to said new developments shall also require such approval. If Atlas does not make use of its right to apply for a patent or utility model for new developments, the Supplier may make use of these rights provided it obtains prior written approval to this effect.

18.5 Provided goods or parts remain the property of Atlas. They are to be stored separately as such and may only be used for Atlas's orders. The Supplier shall replace the value of the provided goods if they are damaged or are processed or inseparably mixed with other objects not belonging to Atlas.

18.6 Suppliers processing a contract for Atlas shall immediately check the material provided by Atlas for its suitability and freedom from defects and, if applicable, shall do so no later than 3 working days after receipt of the goods. Atlas is not liable for costs incurred as a result of defects or for rejects as a result of defects about which Atlas was not informed or was informed too late.

18.7 Ownership rights of the Supplier only apply if they relate to a payment obligation of Atlas for the respective products, to which the Supplier reserves ownership. In particular, extended retentions of title are inadmissible.

19. Spare Parts

To secure the purchase of spare parts for the products, the Supplier shall ensure the delivery of the necessary materials and components until the expiry of a period of at least 15 years after completion of the series production and/or termination of the contractual relationship (contractual grace period). If the Supplier becomes aware within this period that it will no longer be able to do this, the Supplier shall notify Atlas immediately that the Supplier is no longer able to supply Atlas and shall take all measures necessary to open up the possibility of procuring goods from third parties, in particular by transferring the necessary production know-how.

20. Transfer of Orders to Third Parties

20.1 The Supplier shall carry out the orders transferred in the course of this Framework Agreement in person and not pass said orders, whether in full or on part, on to third parties without the prior consent of the buyer.

20.2 The reservation of consent does not extend to such services that are assigned to subcontractors in the ordinary course of business of the Supplier.

20.3 If Atlas specifies requirements for the selection of subcontractors or exclusive subcontractors for the Supplier, these requirements shall be observed without this having any influence on the overall responsibility of the Supplier to supply the Contractual Products.

20.4 If Atlas believes that it is necessary for the Supplier to manufacture certain parts and/or render certain services, the Supplier shall only refuse to provide Atlas with such written request for good cause.

21. Property Rights

21.1 The Supplier warrants in accordance with Section 21.2 that products supplied by the Supplier do not violate any third-party intellectual property rights in countries of the European Union or other countries in which the Supplier manufactures or has manufactured the products.

21.2 The Supplier shall indemnify Atlas against all claims that third parties have against Atlas due to the violation of industrial property rights, as set out in Section 21.1, and shall reimburse Atlas for all necessary expenses in connection with these claims. This claim does not exist if the Supplier can prove that the Supplier was neither responsible for the violation of industrial property rights nor should have been aware of this at the time of delivery when applying the due diligence of a prudent businessperson.

21.3 Any further legal claims of Atlas for defects of title concerning the products delivered to Atlas remain unaffected. In addition, Atlas may obtain the approval of the Supplier for the use of the relevant

contractual objects and services arising out of this Framework Agreement at the Supplier's expense. Atlas shall inform the Supplier of this beforehand. The period of limitation for claims in accordance with Section 21 is 10 years from handover or, if a form of acceptance has been agreed upon, from acceptance of the contractual objects arising out of this Framework Agreement.

PART 2: QUALITY ASSURANCE AGREEMENT

22. Series Delivery, Samples, Changes

22.1 Before series production of a new component or a new assembly, ATLAS shall order corresponding initial samples in writing from the Supplier. The drawing number specified in the order and the revision status form the basis for production and testing. They constitute the valid specifications that apply to this order. In the case of parts developed by ATLAS, the feasibility declaration guarantees that the Supplier can manufacture the goods in accordance with the specifications provided. The Supplier shall complete this in advance. If the circumstances described above change for the Supplier, the Supplier shall notify the Purchasing Department at ATLAS. The extent of any follow-up inspection always depends on the cause of the change and is coordinated with the Quality Assurance Department at ATLAS. ATLAS may charge the Supplier the costs of a follow-up inspection if the Supplier is responsible for the change. During its initial inspection, ATLAS concentrates primarily on components that ATLAS has developed and for which it has provided the specifications.

For complex components and assemblies developed by the Supplier, the initial inspection is carried out in a modified form. If a component consists of several individual parts for which ATLAS provides the specifications and which may also form sub-assemblies, then all individual parts, sub-assemblies, and the component itself must be inspected. The results can be summarized in an initial sample test report. At the request of ATLAS, and in addition to the initial samples of assemblies, the individual parts specified by ATLAS must be supplied as part of the master sample order. In this case, the initial sample test report indicates that an initial inspection of the original components has been carried out.

In the case of large assemblies that the Supplier has developed and the function, feasibility, and testability of which has already been demonstrated during the development phase, initial sampling may be restricted to the delivery condition, surface treatment and connection dimensions.

22.2 Before starting the series delivery, Atlas must therefore be presented with the initial sample as well as a complete initial sample test report ("ISTR"), where required by ATLAS

- Initial sample test report cover sheet according to **sample ISTR cover sheet in Attachment 22.2 (ATLAS may expand the specifications included therein)**
- Measurement report,
- Material certificate / Acceptance test certificate
- Technical data sheet
- Declaration of conformity

If additional specification requirements, e.g. lifespan, temperature resistance, corrosion protection etc., apply to the products that are to be delivered, these specification must be confirmed by suitable tests. The results of the above tests are to be supplied with the ISTR. The samples must, as far as possible, be manufactured under standard conditions or originate from the same. The procedure is to be carried out in accordance with the current state of VDA Volume 2. Atlas shall examine the initial samples, communicate the result of this inspection to the Supplier, and approve the release of the serial delivery in writing if the goods are in good condition. Atlas is to be immediately notified of any planned relocation of the location where the products to be delivered are produced, and if such a relocation comes to pass, Atlas may demand a new final sample along with a complete initial sample test report ("ISTR") for the new production site prior to commencement of series production at the new location.

22.3 If, during the execution of this Framework Agreement, the Supplier determines that one of the properties/specifications of the product is incomplete or otherwise inadequate, then the Supplier shall immediately inform Atlas of this in writing. The Supplier shall then submit to Atlas a proposal for the required modification of the product; should this involve significant additional costs, the Supplier shall consult ATLAS beforehand. Otherwise, the proposal is free of charge. If Atlas agrees in writing to this change ("Declaration of Release"), the Supplier shall produce and deliver the product with these changed properties/specifications. The Declaration of Release does not release the Supplier from the Supplier's legal and contractual responsibilities concerning the flawlessness of the products. In case of

an unauthorized change, Atlas may cancel the order. The costs that Atlas incurs as a result of an unauthorized deviation are borne by the Supplier; this does not preclude any further statutory claims. The agreed-upon quality certification that has already been provided in this regard must once again be verified and proven.

22.4 If the Supplier obtains production or test equipment, software, services, material or other pre-deliveries from upstream suppliers for the manufacture or quality assurance of the products, the Supplier shall contractually integrate these into the Supplier's quality management system or assure the quality of the pre-deliveries. The Supplier may only change upstream suppliers with the prior written consent of Atlas; the obligations of the Supplier according to Sentence 1 and the Supplier's responsibility remain intact even if Atlas consents. If upstream suppliers are used without the written consent of Atlas, Atlas may cancel the corresponding order (cancellation for good cause). The costs incurred by Atlas as a result of an inadmissible change of the upstream supplier are borne by the Supplier. Postponements will not be accepted. The agreed-upon quality certification that has already been provided in this regard must once again be verified and proven.

23. Inspection Planning, Handling Costs, Zero Defect Strategy, Quality Assurance System

23.1 The Supplier is responsible for establishing an inspection plan for ensuring compliance with the product specifications. Additional tests may be arranged. Atlas may carry out acceptance tests at the Supplier's location.

23.2 When the series is running, the Supplier shall verify and prove the processing capability of all process-critical features by means of suitable procedures (for example, statistical process control or manual control-card technology) throughout the entire production chain. If the required processing capability is not achieved, the Supplier shall ensure the quality of the products by carrying out suitable tests and improve the production process by taking suitable measures. Contractual items for which proof of processing capability cannot be guaranteed must be proofed by an inspection that achieves a rating of 100%.

23.3 If the nature and extent of the tests as well as the test equipment and testing methods are not firmly agreed upon, Atlas is prepared, within the framework of its knowledge, experience and possibilities, to discuss the tests with the Supplier in order to determine the respectively required level of testing technology.

23.4 The Supplier shall ensure systematic monitoring of the Supplier's production by means of suitable testing methods in accordance with its inspection planning. The Supplier shall ensure that the products in the series are produced in accordance with the technical specifications by means of dimensional, material, functional and serviceability tests and shall clearly label the test status on all packages, containers and transport racks.

23.5 The Parties understand that in the event of a defect for which the Supplier is responsible, handling costs – such as consultation with customers – arise in the broadest sense. It is therefore agreed that Atlas is entitled to a reimbursement of expenses, calculated on the basis of the hourly rates applicable at Atlas, but at least EUR 150.00 per claim for the mere processing of a claim for defects or damages. All other claims of Atlas arising out of and in connection with a defect and/or damages remain unaffected.

23.6 Atlas expects a zero-defect strategy from the Supplier. The Supplier shall receive from Atlas a threshold PPM target, the degree of fulfillment of which represents a measure of continuous quality improvement and which is taken into account in future contract awards and price negotiations.

24. Quality Assurance System

24.1 The Supplier shall manufacture and test the products to ensure that they are delivered in accordance with the agreed-upon properties/specifications. For this purpose, the Supplier shall, at the Supplier's expense and responsibility, introduce and execute a suitable quality assurance system. The Supplier shall agree on an appropriate quality assurance system with the Supplier's subcontractors.

24.2 If it becomes apparent that the quality assurance system is incomplete or inefficient, thereby affecting the quality or competitiveness of the products, the Supplier shall change the system following corresponding notification to Atlas.

24.3 The labeling of the delivery documents and transport packaging must be done in such a way that the immediate allocating of the order is possible. The Supplier shall ensure, through appropriate labeling

of the contractual items, that upon detection of an error it can be immediately determined which contractual items (both those already delivered as well as those still at the Supplier's location(s)) are or may be affected by such an error. Through the use of said labeling system, the Supplier shall provide Atlas with up-to-date information such that a determination can be made at any time.

25. Quality Audit

25.1 The Supplier shall keep detailed records of the quality assurance system. The Supplier shall also keep records of all tests that have been performed under this Quality Assurance Agreement.

25.2 The Supplier agrees that Atlas or a company commissioned by Atlas may inspect these records at any time and, upon request, immediately receive copies thereof.

25.3 During ordinary business and operating hours, Atlas or an Atlas-authorized company may perform quality audits at the Supplier's location upon prior, and reasonable, notice. These serve the purpose of proving the efficiency and accuracy of the quality assurance system. The performance of such quality audits shall not in any way affect the sole responsibility of the Supplier to ensure the quality of the manufactured and delivered products.

25.4 The Supplier shall agree on an appropriate quality assurance system with the Supplier's subcontractors.

26. Emergency Plan / Information Requirements

26.1 After discovery and notification of quality defects by Atlas, the Supplier shall immediately comment on the quality defects, stating:

- Scope of the service affected by this defect and, if applicable, any other services
- Causes and possible consequences of this defect
- Any initiated or planned measures to remedy the defect
- Legally binding deadlines to remedy the defect

26.2 In the event of production disruptions or in the case of events that may cause a deterioration in quality, a delay of the delivery date, or a change in quantity of the ordered production materials, Atlas shall be immediately notified thereof and informed about appropriate remedial actions taken to ensure controlled process workflows and a continuous supply of materials and parts.

26.3 The Supplier shall label faulty parts accordingly and separate them from parts that comply with the specifications.

26.4 If, in cases of emergency, the Supplier is unable to deliver in a way that is compliant with the specifications, the Supplier shall nonetheless obtain a written waiver from Atlas that is limited to a period of time or a number of parts prior to delivery. In any case, the Supplier shall restore the condition as stipulated by the specifications immediately and in accordance with any arrangements. Atlas reserves the right, depending on the circumstances, to insist on an inspection at the Supplier's location that achieves a 100% rating up to such time as the original process condition is restored. The costs for this inspection are borne by the Supplier.

26.5 The Supplier shall draw up contingency plans showing how ATLAS will provide supplies in case of the following non-exhaustive list of events:

- Interruption of the power supply
- Labor shortage (sick leave)
- Failure of important equipment and machinery for the Atlas products
- Capacity bottlenecks with increasing demand or complaints from Atlas or other customers
- Quality and delivery problems of subcontractors
- Other serious, comparable events that could jeopardize deliveries to Atlas

If the deliveries cannot be ensured despite all emergency planning, Atlas (Purchasing, Logistics) must be immediately informed of this in writing or by e-mail.

27. Supplier Ratings

27.1 The performance of Atlas depends to a large extent on the stable quality of products supplied by the Supplier. Atlas therefore periodically carries out a supplier evaluation. The results of the evaluation as well as its criteria will be communicated to the Supplier in writing. In the event of deviations from the requirements of the supplier evaluation, the Supplier shall introduce adequate corrective and improvement measures and communicate these to Atlas in writing.

27.2 Atlas reserves the right, in consultation with the Supplier, to verify the effectiveness of any corrective or improvement measures taken on site as part of an audit pursuant to Section 28 below.

27.3 Atlas may block the Supplier or all or part of the contractual items to be delivered by the Supplier if the measures set out in Section 27.1 above do not significantly improve the Supplier's deliveries or services within a reasonable period of time to be set by Atlas. In this case, Atlas may, by declaration vis-à-vis the Supplier, also withdraw from individual contracts/orders without giving notice of a further deadline.

28. Supplier Management / Subcontractors

28.1 The Supplier shall oblige its subcontractors to establish and maintain a QM system comparable to the provisions in this QAA at a minimum and which ensures the defect-free quality of the purchased parts and/or externally processed parts. Atlas may require documented evidence from the Supplier that demonstrates that the Supplier has convinced its subcontractors of the effectiveness of the QM system.

28.2 In the event of quality problems caused by pre-fabricated products or parts, the Supplier shall provide Atlas, upon prior agreement, with an opportunity to audit the Supplier's subcontractors.

28.3 The use of one or more subcontractors to fulfill the Supplier's obligations under this QAA requires the prior written consent of Atlas. This applies in particular to critical and quality-relevant components or if the delivery items are customer-specific or newly developed products. In the case of process changes, the procedure must be carried out in accordance with the latest version of VDA Volume 2.

28.4 Any subcontracting by the Supplier shall not affect the Supplier's responsibility to ensure the quality of the deliverables, even if the Supplier has obtained the prior written consent of Atlas in accordance with the above provisions.

29. Information

29.1 The Supplier shall inform Atlas in writing without delay of any changes to the Supplier's products and/or to the Supplier's production processes that affect the product.

29.2 The Supplier shall also notify Atlas in writing of any changes in the quality assurance system. Atlas shall promptly notify the Supplier if any of the delivered products does not meet the required product specifications. In order to maintain the required quality standards, Atlas may require the Supplier to increase, if necessary, the appropriate quality requirements, either by increasing the number of tests to be performed or by changing the test methods.

30. No Incoming Inspection etc.

30.1 Pursuant to Section 14.2, the Parties have stipulated that an incoming goods inspection pursuant to § 377 of the German Commercial Code shall take place only to a modified or reduced extent. The Supplier acknowledges and accepts that Atlas's incoming goods inspection obligation will be replaced by the Supplier's own goods control system.

30.2 If defective deliveries occur, the Supplier shall take immediate measures to limit the damage and permanently exclude any errors (replacement deliveries, sorting or reworking). If necessary, any costs incurred by the customer are borne by the Supplier. The Supplier shall submit a written statement concerning the causes of error and the corrective actions taken (e.g. 8D report according to VDA).

30.3 The Supplier shall ensure that the Supplier's comprehensive general liability insurance covers the above amendment to the statutory liability regulation without affecting the existing coverage of the Supplier's comprehensive general liability insurance. Upon request by Atlas, the Supplier shall provide evidence of this in writing.

31. Documentation and Storage Obligations

As part of the Supplier's quality assurance measures, the Supplier shall keep suitable records for the documentation of, in particular, all test results, measurements and other details of the Supplier's quality assurance system and retain these and any samples of the products for a period of 15 years after

delivery to Atlas and shall allow Atlas to inspect this documentation and provide copies and samples of the Products to Atlas upon request.

32. Legal Consequences of Non-compliance, Grace Period

In the event that the Supplier does not fulfill essential requirements of the contractually agreed-upon quality assurance procedure, or if the Supplier, without good reason, refuses to grant essential information which is contractually owed, or if the Supplier, without good reason, refuses to carry out an agreed audit or a legitimate audit requested by Atlas, or if the Supplier violates other essential obligations to cooperate, Atlas has the right, without prejudice to its legal rights:

32.1 To refuse acceptance of the ordered products until the Supplier complies with its duty to cooperate or the Supplier proves that it is in compliance with the contractual quality assurance procedure or submits specific corrective measures to Atlas with regard to the negative outcome of the Supplier's audit;

32.2 To withdraw from this Framework Agreement after the unsuccessful expiry of a grace period or from the subsequent orders in whole or in part; and

32.3 To require the reimbursement of any additional expenses incurred by ATLAS as a result of Atlas conducting an incoming goods inspection due to the above-mentioned breaches of contract. This does not apply if the Supplier is not responsible for the aforementioned breaches of contract.

32.4 If the Supplier violates this Framework Agreement for reasons other than those mentioned above, Atlas shall be entitled to all legal claims.

32.5 The above provisions (Part 2: Quality Assurance Agreement) also apply in the event of further orders from Atlas to the Supplier outside of or after termination of this Framework Agreement.

PART 3: COMMON RULES

33. Transferability, Set-off, Assignment

33.1 A transfer, assignment or transfer of any obligation and/or right arising from the legal relationship established by this Framework Agreement by the Supplier shall only be made with the prior written consent of Atlas, which, however, may not be refused for unreasonable reasons. Sentence 1 does not apply in the case of pecuniary claims by the Supplier.

33.2 The Supplier may only offset or assert a right of retention on the basis of undisputed or legally established claims.

34. Force Majeure

34.1 In case of force majeure, the contracting Parties shall be released from their contractual obligations for the duration of the disturbance and to the extent of its effect.

34.2 The contracting Party hindered by an event of force majeure, however, may only plead force majeure if said Party informs the other contracting Party in writing without delay, but at the latest within five calendar days of the event beginning, including any possible foreseeable end to the hindrance.

34.3 Force majeure, as defined by this Framework Agreement, includes all unforeseeable events or events which are beyond the control of the contractual partners and whose effects on the fulfillment of the contract cannot be prevented by reasonable efforts by the contractual partners. This includes, among others, war (declared or not), a war-like state, rebellions, revolutions, military or civilian coups, uprisings, blockades, embargos, government orders, epidemics, fires, floods, storm surges, typhoons, hurricanes or other catastrophic events, earthquakes, landslides, and lightning strikes, insofar as this individually or cumulatively leads to the extension of delivery times.

34.4 The Parties shall make every effort in the event of force majeure to eliminate or reduce the difficulties and foreseeable damages and shall inform each other accordingly.

34.5 If the occurrence of force majeure lasts for more than four weeks, the Parties shall notify each other about any operational implications of the event.

34.6 If force majeure persists for more than six months and no other arrangements can be reached between the Parties, each Party to the Framework Agreement has the right to withdraw wholly or partly from individual contracts and/or quantity contracts that are already concluded and/or from this Framework Agreement.

34.7 The Parties shall notify each other immediately upon the occurrence of such a case, indicating the expected duration and scope of the incident. The affected contracting Party shall ensure the prompt elimination of said incident. The Parties shall endeavor to make any outstanding deliveries and/or acceptances as far as possible and if reasonable.

35. Contractual Term

35.1 This Framework Agreement enters into force with effect on and supersedes all previous agreements between the Parties.

35.2. This Framework Agreement is concluded for an indefinite period. It may be terminated by either Party at the end of the year subject to a notice period of 6 months, but for the first time with effect on

35.3 This does not affect the right to immediate termination with immediate effect for good cause. Good cause exists, in particular, if insolvency or settlement proceedings concerning the assets of the other Party are requested to be opened or a contracting Party violates a material contractual provision.

35.4 Any termination requires the written form to be effective.

35.5 Orders placed prior to the termination of this Framework Agreement shall not be affected by the termination of this Framework Agreement. The Supplier shall fulfill these orders in accordance with the arrangements made in the individual orders and the provisions of this Framework Agreement (= contractual grace period).

35.6 The termination of this Framework Agreement does not exempt the Supplier from its contractual warranty, liability and warranty obligations (= contractual grace period). The same applies to such arrangements for which an express grace period has been formulated or where the grace period results from the structure and the internal direction of the relevant regulation, such as in regard to emergency production. Of course, this includes the 10-year obligation to supply spare parts.

36. Confidentiality

36.1 The Supplier shall treat all non-public commercial and technical details that become known to the Supplier through the business relationship as confidential and shall make them inaccessible to third parties. Employees and subcontractors are to be obliged accordingly.

36.2 This confidentiality obligation also applies after the execution of this Framework Agreement; it shall only become void if and insofar as the manufacturing knowledge contained in the provided illustrations, drawings, calculations and other documents has become generally known.

36.3 Descriptions of procedures, drawings, samples, models and other data provided to the Supplier for the execution of the Framework Agreement by Atlas, or the procedures, drawings, samples, models, etc. developed by the Supplier in accordance with Atlas's specifications, may not be used by the Supplier, without Atlas's written consent, for purposes other than for the execution of our Framework Agreement. Upon request, but at the latest when the Framework Agreement is terminated, these must be returned to us without any right of retention, including all copies or duplications.

36.4 If the Supplier intentionally or negligently violates the confidentiality obligation pursuant to this Section 36.4, the Supplier shall pay ATLAS a contractual penalty for each case of infringement, the amount of which shall be determined by ATLAS at ATLAS's own reasonable discretion and, at the Supplier's request, be reviewed by the court having jurisdiction to determine the appropriateness of said penalty. In order to determine the number of infringements, the plea of continued infringement is excluded. In the case of an ongoing infringement, the contractual penalty is payable for each month of said injury. Atlas reserves the right to assert further claims for damages.

36.5 The Supplier agrees that for the purpose of order processing and invoice verification, the necessary data will be stored by Atlas in electronic files, taking into account the requirements of legal data protection in the Federal Republic of Germany. The same applies accordingly to personal data.

36.7 Data Protection

The Supplier shall comply with the **Atlas specifications on data protection** in accordance with **Attachment 36.7**.

37. Place of Performance, Jurisdiction, Applicable Law

37.1 The place of performance for both parties is the registered offices of Atlas.

37.2 The place of jurisdiction for all disputes arising out of and in connection with the business relationship – including all contracts concluded hereunder as well as check and bill of exchange claims – is Oldenburg, Germany. Atlas reserves the right to file a lawsuit against the Supplier in any jurisdiction in which Atlas is established.

37.3 The contracts concluded between Atlas and the Supplier are subject to the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

38. Final Provisions

38.1 Insofar as notices, statements, declarations and/or reports require the written form as per this Framework Agreement, the transmission of the aforementioned by fax is considered to constitute the written form. This does not apply to transmission via e-mail or online.

38.2 The attachments are an integral part of this Framework Agreement.

38.3 There are no verbal ancillary agreements to this Framework Agreement.

38.4 Changes and/or additions to this Framework Agreement and its attachments must be made in writing in order to be valid. This also applies to the change or cancellation of this written form requirement.

38.5 If any provision of this Framework Agreement should be or become invalid, the validity of the Framework Agreement will remain otherwise unaffected. The invalid provision shall be replaced by a provision that comes as close as legally and economically possible to the respective invalid provision. This regulation also applies in the event of gaps in this Framework Agreement.

Attachments:

Attachment 1 Specifications

- Attachment 11.1 Prices**
- Attachment 14.4.4 Spare Parts**
- Attachment 22.2 Sample ISTR Cover Sheet**
- Attachment 36.7 Atlas Specifications Data Protection**

Wildeshausen, _____, _____

On behalf of Atlas:

On behalf of the Supplier:

Markus Niedermayer
(Managing Director)

(Managing Director)

Attachment 1 Specifications

Attachment 11.1 Prices

Attachment 14.4.4 Spare Parts

Attachment 22.2 Sample ISTR Cover Sheet

Attachment 36.7 Atlas Specifications Data Protection

1. The Supplier shall comply with the provisions of the Federal Data Protection Act and the EU Data Protection General Order.
2. If the Supplier collects, processes or uses personal data from ATLAS in the provision of the Supplier's services ("Order Data Processing"), the Supplier shall, at the request of Atlas, conclude an agreement on data protection and data security in the Supplier's contractual relationships pursuant to Art. 28 (3) of the EU General Data Protection Ordinance (GDPR).

3. The Supplier shall collect, process and disclose personal data exclusively for the purpose of performance under this Framework Agreement.
4. To the extent that the Supplier transmits this data to countries other than Member States of the European Union or a signatory state to the agreement on the European Economic Area, the Supplier shall conclude agreements necessary to maintain an adequate level of data protection at Atlas. Insofar as the Supplier uses subcontractors for this purpose, the Supplier shall ensure, at Atlas's request, that these subcontractors conclude corresponding agreements with Atlas.
5. The Supplier shall ensure that the persons employed by the Supplier for the provision of the Supplier's services are trained in data protection law and are obliged to observe data confidentiality during and after their work.
6. The data protection officer of Atlas must be provided the required information and documentation upon request.