

1. Validity of these terms and conditions

- 1.1 The following terms and conditions apply to orders placed by Bizerba SE & CO. KG or its affiliated companies, insofar as the latter expressly refer to these terms and conditions, for deliveries and services (hereinafter collectively referred to as: delivery) in commercial legal transactions, excluding any possible deviating terms and conditions of business of our supplier, unless otherwise agreed. Affiliated companies are legally independent companies which Bizerba SE & CO. KG controls directly or indirectly under company law. Hereinafter, "Bizerba" refers to Bizerba SE & Co. KG or its affiliated company from the respective contractual relationship with the supplier to the extent that these terms and conditions apply to an affiliated company of Bizerba SE & CO. KG. Joint and several liability between Bizerba SE & Co. KG and its affiliated companies is not associated herewith.
- 1.2 If Bizerba's terms and conditions of purchase are already known to the supplier, they shall also apply to future orders without further notification.
- 1.3 If Bizerba awards a purchase order based on terms and conditions of business forms provided by the supplier, the purchase orders are always according to Bizerba's conditions of purchase even if Bizerba does not specifically reject their conditions. Unconditional receipt of deliveries from the supplier does not represent acceptance of the supplier's terms and conditions.
- 1.4 Agreements that amend or supplement these conditions, ancillary agreements as well as terms and conditions of the supplier only come into force if they are confirmed in writing by Bizerba. Our trade representatives and commercial travelers are not authorized to award binding statements.
- 1.5 The provisions of the supplier guidelines also apply and can be found in the download area on the Bizerba homepage: [www.bizerba.com/Company/For\\_Suppliers](http://www.bizerba.com/Company/For_Suppliers).

2. Order placement

- 2.1 Offers of the supplier are binding for the supplier. The order placement is effectively awarded when Bizerba places the respective written or digital purchase order or - in the event of a purchase order that deviates from the offer - the order placement is deemed effective should 5 working days pass from the order date without contradiction or if Bizerba accepts the delivery unopposed. In the case of accepting a deviating purchase order, Bizerba waives the need for receipt of a separate statement of acceptance.
- 2.2 Agreements made by telephone need to be confirmed by Bizerba in writing in order to be effective. Every piece of correspondence related to order placement or amendments to orders must be conducted by the Bizerba purchase department.
- 2.3 The request to a supplier to submit an offer does not represent an effective offer as conclusion of a contract, it is merely a request to the supplier to submit a contractual offer to Bizerba. If an offer is based on our enquiry, the offer must correspond to the enquiry completely. If deviations between offer and enquiry are unavoidable, the enquiry is considered rejected; the deviating offer can be accepted by Bizerba as described in 2.1.
- 2.4 Submission of offers and estimates as well as the creation of illustrations, sketches, calculations and other documents ("documents") and the preparation of files and/or models are completed by the supplier free of charge and without obligation unless an alternative agreement has been made in writing. Bizerba is entitled to the property rights and copyrights to all documents. They may not be made accessible to third parties without Bizerba's express written permission and may only be used for completion of our order. Upon completion of order, the documents shall be returned to Bizerba unasked. The nondisclosure regulation of figure 15 also applies.
- 2.5 If the supplier brings in third parties to execute his services, he requires Bizerba's prior written permission. The supplier's own personnel or the authorized commissioned third party are required to comply with the house and plant regulations of the relevant plant as well as the applicable safety regulations when carrying out their tasks. In particular, the "Safety Instructions for Staff from Third-Party Companies during Work Assignments at Bizerba" are to be noted and observed in their entirety. If requested, Bizerba can make these regulations available to the supplier. The supplier is liable for the commissioned third party and must ensure that an appropriate obligation is imposed in line with these terms and conditions, unless otherwise agreed.

3. Manufacture/acquisition of the object of delivery

- 3.1 The object of delivery must be in accordance with state-of-the-art technology and must correspond to the Bizerba customer requirements specifications included in the Bizerba order as well as the contractually agreed specifications, other agreements regarding the properties of the object and the agreed purpose of use, otherwise the usually expected use.
- 3.2 The supplier shall observe all official and statutory provisions and requirements, relevant human rights, social standards, environmental protection, hazardous goods, dangerous goods and accident prevention regulations in its own business area and in relation to its suppliers, in particular – but not exclusively – with regard to procurement, production and/or delivery. The supplier must hereby ensure compliance with all the appropriate national and international regulations including compliance with EU directives and EU regulations as well as any national and international authorities and trade associations and that no third party rights are violated. To this end, necessary information for Bizerba's legally standardized obligations will be provided by the supplier. Please refer to clause 15.
- The supplier guarantees in particular compliance with RoHS Directive 2011/65/EU and REACH Regulation 1907/2006/EC. If the supplier becomes aware of any substances of very high concern (SVHCs) contained in the object of delivery, the supplier is required to inform Bizerba immediately in writing. The supplier, regardless of whether dealer or manufacturer, must comply with all the above obligations.
- Should conflicts between official and statutory terms/requirements as well as provisos of the current status of technology be noted in relation to the conditions of the order, the supplier is hereby obliged to make express reference immediately and to submit an amendment proposal to Bizerba.
- Bizerba is entitled within the framework of the supplier audit to check the methods and processes of the supplier as well as the environmental safety of the products. Reference is hereby made to the regulations noted under figure 8.
- 3.3 If the supplier has agreed to include mounting, assembly or installation of the delivered objects in his obligation he bears responsibility for all necessary additional charges such as travel expenses, accommodation, provision of tools, etc. unless an alternative written agreement has been made.
- 3.4 The supplier must immediately point out to Bizerba in writing of any official approvals to be obtained by Bizerba and existing reporting obligations in connection with the import and operation of the delivery.
- 3.5 An integral part of the obligation of the supplier to properly fulfill his services is to make available to Bizerba all works certificates, inspection certificates, operating instructions, declarations of conformity, safety data sheets, test certificates, quality certificates, Technical Inspection Authority reports, etc. that relate to the object of the order. Operating instructions shall be provided at least in German, and safety data sheets shall be provided in the local language of the place of delivery. In as far as environmental certificates are available, the supplier must submit them to Bizerba unasked.
- 3.6 The supplier is obliged to send safety data sheets to Bizerba before delivery in accordance with the valid statutory terms and conditions and pursuant to EU directives in the currently valid edition in the event that the ordered goods contain parts for which safety data sheets need to be prepared in accordance with the official/statutory terms and conditions.

4. Delivery procedure, dispatch and transfer of risk

- 4.1 The delivery must be made free of charge to the delivery address as requested by Bizerba [DAP of INCOTERMS (International Commercial Terms of the International Chamber of Commerce 2020)], unless an alternative agreement has been made in writing. The supplier is required to make his delivery to the supplied delivery address including execution of all the necessary import/export formalities or other official requirements at his own cost.
- 4.2 If Bizerba has specified a concrete method of dispatch in the order this is binding for the supplier. If this conflicts with statutory provisions/requirements and/or the current state of the art, the supplier must inform Bizerba of this immediately in writing.
- 4.3 The supplier undertakes to state the exact Bizerba order numbers and material numbers as well as the quantity on all shipping documents and delivery notes. If this is not done, the supplier will be held responsible for subsequent delays in processing and also for damage and costs incurred due to noncompliance with Bizerba's labeling and dispatch regulations.
- 4.4 Shipments dispatched to Bizerba unasked for or at a premature date can be returned at the cost and risk of the supplier. Storage is at the cost and risk of the supplier. Bizerba is entitled to determine the content and state of this type of shipment immediately.
- 4.5 If Bizerba orders products manufactured abroad, Bizerba is entitled to dictate the importer to the supplier with regards to completion of importing the objects of delivery to Germany as well as payment of customs duty and the related statutory formalities. If Bizerba makes use of this right, this does not alter the basic responsibility and duty to bear the costs of the supplier in accordance with figure 4.1.
- 4.6 Transfer of risk to Bizerba takes place after acceptance of the supplier's delivery by Bizerba at the agreed delivery address. The same shall apply if the supplier, acting on Bizerba's request, delivers the goods to a location other than the place of performance (sale to destination).
- 4.7 Partial deliveries are basically not permitted unless a written alternative agreement is made.

- 4.8 Bizerba is entitled to return packaging, e.g. boxes and crates to the supplier at the supplier's expense. The supplier must accept them himself or must name a third party.
- 4.9 Within the scope of its responsibility for sustainability, the supplier shall use, in its dealings with packaging, only state-of-the-art, environmentally certified, recyclable and, if possible, CO2-neutral material, and only to the extent necessary. Composite materials should generally be avoided as packaging material. Should the supplier deviate from this regulation for justifiable reasons, the supplier must notify Bizerba in writing without delay.
5. Delivery date
- 5.1 The delivery date specified in the order is to be considered binding by the supplier. The delivery date shall only be considered adhered to if the delivery has been made on the agreed delivery date by 3 p.m. at the latest.
- If only a calendar week has been determined as delivery date, the delivery must be made by Wednesday of this week and by 3 pm at the latest.
- Proper, complete unloading and transfer of the objects of delivery to Bizerba's goods receiving department are authoritative in determining promptness of delivery as well as the delivery of all accompanying documents. After expiry of the aforementioned times, Bizerba is not obliged to accept the goods on the affected day.
- 5.2 The supplier is obliged to inform Bizerba in writing immediately if any circumstances occur or become known to him from which he can infer that the agreed delivery date can no longer be observed.
- 5.3 If any amendments to the scope of the delivery and/or its execution have been agreed between Bizerba and the supplier, this type of amendment does not influence the determined periods in any way at all, unless a new delivery date has been agreed in writing.
- 5.4 In the event of a delay in the delivery Bizerba is especially entitled to statutory claims; any contractual claims in excess thereof remain unaffected. Bizerba is therefore entitled to withdraw from the contract and demand damages instead of provision of services after unsuccessful expiry of a reasonable period. If Bizerba is interested in partial services, Bizerba is entitled to limit withdrawal to a part of the services that are due by the supplier.
- 5.5 If a contractual penalty has been agreed for the event that the supplier overshoots the contractually agreed deadlines for the fulfillment of his services, in addition to the contractual penalty, Bizerba is entitled to demand compensation from the supplier, taking the contractual penalty into account, for all additional damage if he cannot provide evidence that he was not responsible for missed deadlines or that Bizerba has suffered less damage or no damage at all.
- 5.6 Should circumstances arise that could not have been foreseen and for which the supplier is not responsible, the deadlines for fulfillment of services by the supplier shall be mutually adjusted. If such circumstances occur, Bizerba must be informed immediately - at the latest within 2 working days of the occurrence of the respective event - and in writing, providing details of the estimated delay. The supplier is obliged to take all measures to enable adherence to the original deadline or to shorten the delay.
6. Pricing, invoicing and payment
- 6.1 The price listed in the order is binding. Providing no alternative agreement has been made in writing, the price includes delivery to the specified delivery address, as well as the costs for packaging, duties, etc. The statutory value added tax is included in the price.
- 6.2 Invoices must include the Bizerba order number mentioned in the order.
- 6.3 If an invoice does not contain all required information and/or does not fulfill all legal requirements it will be dispatched back to the supplier. The purchase price is not due until receipt of a properly issued invoice. If Bizerba should incur damages or other disadvantages regarding capital due to delayed issue of invoice, these shall be borne by the supplier.
- 6.4 The supplier is particularly obliged to submit to Bizerba the statutory required supplier's declaration (e.g. based on the applicable EU directives) immediately together with issuance of invoice. In the event of long-term declarations, these must be submitted at the latest with issuance of the first invoice. In addition Bizerba must be informed immediately if they are not included.
- 6.5 Bizerba's payments do not represent recognition of the deliveries provided by the supplier in accordance with the contract.
- 6.6 Payment is made in the currency of Bizerba's choice.
- 6.7 Providing no alternative agreement has been made in writing, payment is made after delivery or receipt of invoice within 30 days with no discount. Delayed payment, due to improper delivery papers or incomplete invoice information still entitle Bizerba to the respective cash discount.
7. Retention of goods and cession
- 7.1 Ownership of the object of delivery transfers to Bizerba upon payment of the respective sum of the invoice item.
- Open payment requests by the supplier regarding other delivery items or due to other reasons do not influence transfer of ownership of the paid object of delivery.
- 7.2 Bizerba is entitled to resell the object of delivery even if the supplier's invoice has not been settled.
- 7.3 Any claims against Bizerba may only be assigned by the supplier with the written consent of Bizerba. Consent may not be denied unreasonably. In the event that the transaction giving rise to the claim is a commercial act for both parties, the assignment shall be effective nonetheless. Nevertheless, Bizerba may discharge its obligations by making payment to the previous creditor.
- 7.4 Retention of goods by the supplier due to counterclaims made towards Bizerba that do not result from the affected contractual relations, are not given. Furthermore, the supplier may only make use of the right to retention of goods if the counterclaims are undisputed and legally binding.
8. Quality assurance
- 8.1 Bizerba requires each supplier to have a modern and effective quality management system. Records in particular on quality checks shall be created and if requested made available to Bizerba by the supplier.
- 8.2 In the event of options to improve or amend techniques, Bizerba is to be informed immediately in writing.
- 8.3 The supplier shall allow audits to be carried out by Bizerba or by an independent third party to evaluate whether the quality assurance measures meet Bizerba's requirements.
- 8.4 Bizerba maintains an environmental and energy management system in accordance with ISO 14001 and 50001 and also expects Bizerba's suppliers at least to observe environmental and energy laws. Energy efficiency in the selection and implementation of the delivery is therefore a decisive factor for Bizerba.
9. Proof of origin, evidence required by sales tax law, export limitations
- 9.1 The proof of origin required by Bizerba shall be prepared by the supplier with all required information and submitted to Bizerba immediately, or at the latest together with the delivery. Similarly this applies to evidence required by sales tax law for extra- and intra-EU deliveries.
- 9.2 The supplier shall inform Bizerba immediately if a delivery is subject either in its entirety or partially to export limitations according to German law or the law of another state.
- 9.3. The supplier also undertakes to provide Bizerba with all necessary information or changes to necessary information that Bizerba requires for export, import, transit and re-export at the latest upon delivery and in any case on the invoice. The supplier shall indicate the following for each item:
- Export control classification with the respective list item or marked "not recorded" in accordance with German foreign trade law, EU Dual-Use Regulation, US Export Administration Regulations (EAR) or International Traffic of Arms Regulations (ITAR) as well as the included US portion
  - Statistical commodity code (HS code)
  - Commercial origin of goods (non-preferential origin) and, if requested by Bizerba, supplier declarations on preferential origin (for EU suppliers), EUR1 for preference (for non-EU suppliers) or a certificate of origin as proof of the commercial origin of the goods.
- For goods included on a goods list, the supplier shall also send the export control classification, stating the BIZERBA reference (e.g. material number, order number), to [zoll.balingen@bizerba.com](mailto:zoll.balingen@bizerba.com) no later than 15 working days before the first delivery.

10. Inspection of defects, liability for defects

- 10.1 The supplier is obliged to carry out a comprehensive post production verification and to guarantee that his delivery corresponds in every respect to the order from Bizerba.
- 10.2 The object provided by the supplier must correspond to clause 3 and be free from material defects and defects in title.
- 10.3 The object of the delivery is only free from defects if it corresponds to the contractual properties, determined by the information and specifications in data sheets, in offer documents, drawings, prospectus material and files sent related to the order placement.
- 10.4 Bizerba shall immediately notify the supplier in writing of any defects in the delivery as soon as Bizerba is able to detect them in the ordinary course of business. In this respect the Supplier waives any objections to delayed notice of defects. Hidden defects are deemed to have been reprimanded in time when the report is made to the supplier immediately after detection of the defect.
- 10.5 Bizerba is entitled to the full statutory rights to claim damages; contractual claims in excess thereof remain unaffected. In any case, Bizerba is entitled to demand that the supplier at the choice of Bizerba rectify the defect or deliver a new item. The right to compensation, in particular compensation for damages in addition to the services provided, remains reserved.
- 10.6 Bizerba is entitled to rectify the defect itself at the cost of the supplier if the supplier does not carry out this supplementary performance in due time. If subsequent performance by the supplier is not reasonable for Bizerba (e.g. due to urgency, risk of operational safety or the risk of disproportionate damage), no deadline needs to be set. It shall be deemed unreasonable for Bizerba if the object of delivery is built in and the defect does not become apparent until the object of delivery is in use. Bizerba will also notify the supplier of any circumstances that could be considered unreasonable either immediately or, if possible, in advance.
- 10.7 All costs arising in relation to the guarantee obligation of the supplier, for example for assembly, freight, packaging, insurances, duties and any public taxes, inspections and technical inspections are the responsibility of the supplier. In particular, the supplier is responsible for the air fares, shipping expenses, work, hotel and transport costs required to remove defects immediately.
- 10.8 The limitation period regarding material defects and defects in title amounts to a basic 36 months, calculated from transfer of risk, clause 11 shall apply in the event of bodily injury and damage to health. In the event of replacement deliveries the warranty period begins again for the affected objects. In the event of objects that are usually integrated into constructions or that belong to technical building fittings, the limitation period for warranty claims is 6 years from transfer of risk.
- If, according to the law, Bizerba is entitled to longer limitation periods than the already-mentioned periods for material defects or deficiency in title, the statutory regulations apply.

11. Liability, release, liability insurance

- 11.1 General liability is aligned towards statutory regulations, any contractual liability principles in excess thereof remain unaffected.
- 11.2 In as far as the supplier is responsible for a product defect or if claims are made against Bizerba due to the violation of official safety regulations or due to national or international product liability provisions as a result of a defect in the object of delivery, the supplier is obliged to indemnify Bizerba against any claims for compensation for damage from third parties.
- 11.3 The supplier is obliged to take out a product liability insurance over an insured fixed sum of at least € 5,000,000.00 per personal injury/material damage. If Bizerba is entitled to any additional claims for damages, these shall not be affected.
- 11.4 The supplier is liable for all damage to the environment that arises from conduct that can be attributable to him, in particular to his delivery. This applies in particular to damage caused by a breach against the terms of the emission protection law, waste oil, water supplies and waste disposal laws as well as the previously applicable regulations. At our request, the supplier shall release Bizerba from any claims by third parties in the event of liability.
- 11.5 If disturbances or defects are incurred during use, commissioning or operation of the object of delivery that can be traced back to action or neglect of the user, commissioner or operator, which result from incomplete or not detailed or missing operating instructions and instruction manuals, the supplier must compensate the damage resulting thereof.
- 11.6 In as far as the supplier engages vicarious agents to fulfill his obligations, the supplier shall undertake to compensate for any damage that the latter may unlawfully cause in the execution of the work. The above provision shall apply regardless of whether the supplier has exercised the care required in business practice in selecting the person ordered to perform the work, in procuring equipment or in managing the performance of the work.
- The conduct of the pre-supplier and/or subcontractor of the supplier must be charged as his own conduct in relation to Bizerba, figure 17 applies additionally.

12. Recall

- 12.1 If personal damage or material defects or financial loss could be incurred by Bizerba or Bizerba's customers, or if other reasons are given that justify a product recall, the supplier is responsible for all costs involved in carrying out a product recall. The supplier is also responsible for all ancillary costs that are required in connection with a product recall or for clarification of questions as to whether a product recall is required (e.g. audit costs, lawyers costs, costs of criminal proceedings etc.). Additional claims for compensation for damages on our part in the event of a product recall remain expressly reserved.
- 12.2 In the framework of his liability for damages, the supplier is obliged to reimburse Bizerba with any expenses resulting from a recall action legitimately carried out by Bizerba. Bizerba shall inform the supplier about the recall action being carried out - in as far as this is possible and reasonable - and give him the opportunity to make a statement.
- 12.3 The supplier is obliged to inform Bizerba immediately as soon as circumstances are known that would make a recall action plausible. If the supplier breaches this obligation he is responsible in particular for all costs that arise due to information not having been made available immediately.
- 12.4 Other statutory or contractual claims remain unaffected from the aforementioned regulations.

13. Trade mark rights, release, reservation of ownership, provision of tools

- 13.1 The supplier is responsible to ensure that no third-party rights within or outside of the Federal Republic of Germany are violated with regard to his delivery. If claims of Bizerba are made by third parties based on violation of a right with regard to the delivery, the supplier is obliged to release Bizerba from the claims immediately if Bizerba so requests. Bizerba is not entitled with respect to the aforementioned claims to make agreements with the third party that would burden the supplier, or, in particular, reach a settlement, without permission from the supplier. The release obligation of the supplier is related particularly to all expenses that become necessary for Bizerba or with respect to claims made by a third party.
- 13.2 If, during execution of the order, third-party patents or utility patents are affected, the supplier shall acquire the required licenses and be responsible for the costs and shall also release Bizerba from all obligations, disadvantages and damages which might arise from the use of third-party inventions or the violation of third-party patents or utility patents.
- The supplier must transfer all the necessary rights for the intended use of the object of delivery to Bizerba. If own patents or other industrial property rights of the supplier are affected, upon execution of the order he shall provide Bizerba with the unlimited and free use of this patent or rights with respect to the object of the delivery.
- 13.3 If while executing the order, the supplier makes an invention in particular in the manufacture of workpieces, for example whereby the workpiece or parts of the same are improved, Bizerba is entitled to unlimited use of these inventions at no charge.
- 13.4 Bizerba becomes owner of the technical documents which belong to the scope of the delivery upon transfer. Bizerba is entitled to produce or have produced duplicates of the technical documents and to unlimited use of them with regard to the object of the delivery at no cost. Bizerba is also entitled to make these documents available to third parties.
- 13.5 In as far as subcontractors of the supplier execute Bizerba's order either completely or partially and transfer technical documents in this context to Bizerba, the supplier is obliged to ensure that Bizerba is given the same rights to these documents as Bizerba would have if they had been provided by the supplier himself.
- 13.6 In as far as Bizerba provides parts or tools for the supplier in order for him to fulfill the order, Bizerba remains the owner of these parts. Processing or transformation will be carried out for Bizerba. If Bizerba's reserved goods are processed with other goods not owned by Bizerba, Bizerba shall acquire co-ownership for the new object in relation to the attributed value of Bizerba's object at the time of processing (purchase price plus VAT) with the other processed objects. The supplier stores the objects owned by Bizerba free of charge for Bizerba.
- If Bizerba's reserved goods are inseparably mixed or linked with other goods not owned by Bizerba, Bizerba shall acquire co-ownership for the new object in relation to the attributed value of the reserved object at the time of mixing or linking (purchase price plus VAT) with the other mixed or linked objects. If the combination or linkage is carried out in such a manner that the supplier's object can be regarded as the main object, an

agreement is made to the effect that the supplier transfers proportionate co-ownership to Bizerba. The supplier stores the objects owned by Bizerba for Bizerba.

- 13.7 The supplier is obliged to use the tools exclusively for the manufacture of the objects of delivery. The supplier is also obliged to insure Bizerba's tools at replacement value at his own expense against all reasonable risks in particular against fire, water and theft. At the same time, the supplier hereby relinquishes all claims for compensation from this insurance to Bizerba. Bizerba hereby accepts the transfer. The supplier is obliged to carry out all necessary servicing and inspection work on Bizerba's tools as well as all maintenance and repairs at his own cost and in due time. Bizerba is to be informed of any process failures immediately.

14. Rights to documents and software and the relevant liability of the supplier

- 14.1 Bizerba reserves all rights to the software developed according to Bizerba's specifications (including source code) and documents as well as the methods and inventions developed in relation to Bizerba's placement of order. The supplier fully relinquishes Bizerba any rights previously assigned to him. Bizerba accepts this transfer. In this context, the supplier shall provide Bizerba with all necessary information and documents immediately in as far as they are required to register commercial property rights or for the protection of intellectual property.
- 14.2 Bizerba is entitled to all known and unknown rights of use as well as the right to save, load, duplicate and distribute, edit and further develop the software and its components belonging to the object of delivery including documentation and the source code.
- 14.3 If the performance results of employees of the supplier are affected, the supplier is required to claim these for Bizerba under observation of the regulations stipulated in the Employee Inventions Act and to ensure that a sufficient agreement is met with the respective employee that ensures transfer of these results to Bizerba. If objects of delivery of third parties are affected, the supplier must indemnify Bizerba against any possible claims from these third parties.
- 14.4 The supplier is responsible for ensuring that any required licenses with regard to third parties are made available to Bizerba in order to protect the aforementioned rights within the framework of the delivery. Otherwise he shall undertake to immediately indemnify Bizerba against third-party claims upon request by Bizerba.
- 14.5 Integration of software requiring the source code to be disclosed or distributed, or that others have the right to modify, as a condition for use, modification or distribution is not permitted. In the event that the delivery includes 3rd-party software (software licensed by the supplier from a third party), the supplier shall provide a list of the 3rd-party software included and the associated licenses, as well as all necessary data, license terms and, if applicable, the source code of the components contained therein.
- 14.6 The supplier shall inform Bizerba of all 3<sup>rd</sup>-party-software contained in the software and provide Bizerba with the complete and up-to-date software BOM including.

15. Nondisclosure

- 15.1 Confidential information is information of a commercial or technical nature exchanged or intended for exchange between the parties orally or by means of data or information carriers and which contains trade secrets or might be of great significance in terms of business policy, is designated as confidential by Bizerba or has a need for protection that derives from the information itself or from other circumstances.
- 15.2 This does not include information which at the time of notification was either publicly accessible or known personally to the supplier. This also refers to information made accessible to the public without violating this obligation, or information the supplier has received from a third party legally without violating any non-disclosure obligation, or information that has been developed independently or has been made public by Bizerba or, as a result of statutory regulations, is required to be made accessible to the public.
- 15.3 The supplier may use the confidential information solely for the purposes of his assignment and refrain from exploiting, forwarding or publishing it in an unauthorized manner.
- 15.4 The obligation in clause 15.3 applies as of communication of the respective order and for a period of 3 years after completion of the respective order.
- 15.5 The supplier is liable with regard to Bizerba for all damages which result from Bizerba due to the supplier's violations of the above confidentiality provisions.

16. Information security

The supplier shall comply with the Bizerba information security requirements for suppliers (available at [www.bizerba.com/Company/For Suppliers](http://www.bizerba.com/Company/For_Suppliers)), insofar as these are applicable to the contractual scope of services.

17. Spare parts guarantee

The supplier guarantees that all spare parts which could potentially be required by the object of the delivery are available to Bizerba for a period of at least 10 years. The aforementioned period begins with transfer of the object of delivery.

18. Breach of contract due to compliance violations

- 18.1 The supplier undertakes to comply with the law and also demands the same of its suppliers and subcontractors.
- 18.2 The supplier undertakes to comply with the current Bizerba Code of Conduct which can be downloaded from the Bizerba website or requested from Bizerba. In particular, the supplier will not accept or offer, promise or grant any advantages that could be construed as corruption. Furthermore, the supplier hereby undertakes to comply with the relevant minimum working conditions and minimum wages as well as the requirements of the Supply Chain Due Diligence Act (LkSG) and RoHS/Reach regulations.

19. Liability of the supplier for third parties

All aforementioned duties and obligations of the supplier also apply to all third parties whose services are utilized by the supplier in connection with executing the order, in particular pre-suppliers and subcontractors. In relation to Bizerba, the supplier must attribute their conduct as his own or as his own breach of obligation.

20. Place of fulfillment and place of jurisdiction

- 20.1 Unless otherwise expressly agreed in writing, the exclusive place of fulfillment for all of supplier's performances and for all of Bizerba's undertakings, in particular for payment obligations, shall be the registered office of the ordering Bizerba company.
- 20.2 The registered office of the ordering Bizerba company is also the place of jurisdiction for all disputes between Bizerba and the supplier.

21. Severability Clause

If any provision of these terms and conditions and/or this concrete order is found to be invalid or could become invalid, all remaining terms and conditions shall remain in force. The invalid provision shall be replaced by a provision that comes closest to the economic purpose of the intended regulation.

22. Applicable law

With regard to the contractual relationships, the law of the state in which the ordering Bizerba company has its registered office shall apply, excluding the UN Sales Convention (CISG).