GENERAL CONDITIONS OF PURCHASE

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Appendix – Wurm Code of Conduct for Business Partners

1. Scope of Application

1.1. Purchases and procurement by Wurm GmbH & Co. KG Elektronische Systeme, Wurm Schaltanlagenbau GmbH & Co. KG; Wurm EMS GmbH & Co. KG, Wurm Beteiligungs GmbH, HPW Immoblilien GmbH & Co. KG or GTM Gebäudetechnik Management GmbH , (hereinafter each referred to as "Wurm") of goods, materials, operating and working equipment, other items, and of work products and services (hereinafter collectively also referred to as "Service") shall be made exclusively in accordance with these General Conditions of Purchase (hereinafter referred to as "GCP"). Upon acceptance of an order of Wurm by the supplier (hereinafter referred to as "Supplier") (the Supplier and Wurm are hereinafter also referred to as "Party" and jointly as "Parties"), at the latest upon performance of the Service, in particular upon delivery of the delivery items, manufacture of the work product or performance of the Service, the Supplier acknowledges the sole applicability of these GCP, unless the Parties have reached an individual agreement.

1.2. These GCP shall be an integral part of all contracts that Wurm concludes with the Supplier for the provision of the Service, irrespective of whether the provisions for sales contracts (Sections

433 et seq.; 650 of the German Civil Code (Bürgerliches Gesetzbuch, "BGB"), the law for service contracts (Sections 611 et seq. BGB), or the law for works contracts (Sections 631 et seq. BGB) apply to the contract. Unless the Parties have reached an individual agreement, these GCP shall also apply to all future transactions with the Supplier, even if they are not expressly included again or agreed separately.

1.3. The application of deviating and supplementary terms and conditions of the Supplier or third parties is excluded, even if Wurm does not expressly object to them. Even if Wurm refers to a letter containing or referring to terms and conditions of the Supplier or a third party, this does not constitute an agreement to the validity of those terms and conditions.

1.4. Any individual agreements made with the Supplier in individual cases, including collateral agreements, supplements, and amendments, shall take precedence over these GCP. Subject to proof to the contrary, a written contract or the written confirmation of Wurm shall be authoritative for the content of such agreements.

1.5. References to the applicability of statutory provisions shall only have clarifying significance. Even without such clarification, the statutory provisions shall therefore apply insofar as their applicability is not restricted or excluded in these GCP.

2. Conclusion of Contract, Termination

2.1. Inquiries made by Wurm to the Supplier with regard to Services and/or Service conditions are not binding on Wurm. This also applies to Wurm's request to the Supplier to submit an offer.

2.2. Orders from Wurm are only binding if they are placed in writing. Orders placed orally or by telephone are not binding and have to be confirmed in writing by Wurm to become effective. The same shall apply to orders placed in electronic form, unless expressly agreed otherwise between the Parties individually.

Orders placed by Wurm must be accepted by the Supplier in writing within 3 (three) days after the date of the order. A late order confirmation or an order confirmation differing in content from Wurm's order shall constitute a new offer and must be accepted by Wurm in writing. In no event shall Wurm's silence be deemed to be an acknowledgement or acceptance of a late order confirmation or of an order confirmation differing in content from Wurm's order.

2.3. The Supplier shall point out obvious errors, in particular spelling and calculation errors, as well as incompleteness of the order including the order documents for the purpose of correction or completion before acceptance of the order. If the incorrectness remains undetected at first, each Party shall be entitled to withdraw from the concluded contract on the basis of the statutory provisions after the incorrectness has been detected.

2.4. A serious violation or repeated violations of the GCP entitle Wurm to terminate the contract without notice or to cancel the contractual relationship otherwise after prior unsuccessful setting of a deadline or warning (if necessary in individual cases).

3. Performance Dates and Deadlines, Delay

3.1. The performance date specified in the order is binding. Agreed performance dates shall be deemed to have been complied with if in case of (i) contracts subject to the law of sales contracts (Sections 433 et seq.; 650 BGB), the delivery items have been received at the destination specified by Wurm in the agreed quantity and the quality owed by the time the date is reached or, if agreed, the delivery items have been made available for collection at the Supplier's delivery plant in due time; (ii) works contracts (Sections 631 et seq. BGB), the works product has been accepted by the time the date is reached; or (iii) service contracts (Sections 611 et seq. BGB), the Service has been duly rendered by the agreed date. Agreed deadlines shall commence on the date of the order. In the case of additional or extension orders placed at a later date, the deadlines for such orders shall be extended accordingly. The Supplier shall notify Wurm in writing without undue delay, stating the reason and the presumed duration, of any circumstances that may affect timely performance of the Service as soon as such circumstances become apparent. Without prejudice to the rights under Sections 3.3 and 3.4 of these GCP, Wurm reserves the right to grant an extension of the performance dates and deadlines at its sole discretion.

3.2. Premature performance of the Service is permissible only with the prior written consent of Wurm. If performance of the Service is effected earlier than the agreed performance date without Wurm's prior written consent, Wurm reserves the right to refuse acceptance of the Service. In particular, Wurm is entitled to return delivery items to the Supplier at the Supplier's expense and risk. If Wurm does not return the delivery items, the Supplier shall bear the storage costs and the risk of performance until the agreed performance date. In case of storage by Wurm, the storage costs shall amount to 0.25% (zero point twenty-five) percent of the invoice amount of the delivery items to be stored per expired week, whereby the Supplier shall have the option to prove that Wurm has incurred no or only lower storage costs. The agreed performance date shall remain decisive for the calculation of the due date of the price.

3.3. If the performance date has been specified or if the date on which performance is to take place at the latest can be determined on the basis of the contract or other circumstances, the Supplier shall be in default upon expiry of such date without any reminder being required on the part of Wurm. If the Supplier fails to perform or fails to perform within the agreed performance period and is in default, the rights of Wurm - in particular the right to rescind the contract and to claim damages - shall be determined by statutory law. Section 3.4 of these GCP shall remain unaffected.

3.4. In the event of delays in performance, Wurm is entitled to claim from the Supplier a contractual penalty of 0.2% (zero-point two percent) for each day of delay, but not more than 5% (five percent) of the order value. Wurm reserves the right to prove that higher damages have been incurred. The contractual penalty shall be set off against the damage caused by delay to be compensated by the Supplier. The Supplier reserves the right to prove that no damage or only minor damage has been incurred.

3.5. If Wurm's payment is delayed, the Supplier shall be entitled to rescind the contract only if Wurm is responsible for the delay and a reasonable deadline set by the Supplier for payment has expired to no avail.

3.6. In the event of delays in performance of the Service or interruptions of performance of the Service due to an unforeseeable, unavoidable event of force majeure beyond the control of one of the Parties and for which neither of the Parties is responsible, the Parties shall be released from their contractual obligations for the duration of the disruption and to the extent

of its effect. The Parties are obliged to adjust their mutual contractual obligations to the changed circumstances in good faith. The statutory right of withdrawal shall remain unaffected.

4. Performance of Services, Packaging, Delivery, Transfer of Risk and Default of Acceptance

4.1. Without the prior written consent of Wurm, the Supplier is not entitled to have the Service owed by it performed by third parties. The Supplier bears the procurement risk for its performance, unless otherwise agreed in individual cases, such as limitation to a stock.

4.2. Unless otherwise agreed by the Parties, delivery, including the passing of risk, shall be made DDP - Delivered Duty Paid (Incoterms 2020) at the receiving points specified by Wurm. Wurm may determine the method of packaging and shipment. If Wurm has not made any specification, the Supplier shall be obliged to choose the most favorable and suitable shipping and packaging options customary in the trade for Wurm. The Parties have not made any agreements deviating from Section 15, first paragraph, first sentence of the German Act on the Placing on the Market, the Return and the high-quality Recycling of Packaging (Verpackungsgesetz - VerpackG), obligation of the Supplier to take back the packaging free of charge. The Supplier is obliged to properly dispose the packaging in compliance with the waste management regulations and to bear the related costs.

4.3. The Supplier warrants that all packaging, packaging materials, and packaged products supplied by it comply with the requirements of Regulation (EU) 2025/40 (Packaging and Packaging Waste Regulation – PPWR), as amended from time to time, insofar as these requirements relate to the supplied goods or are necessary for BITZER to fulfill its legal obligations. The Supplier shall provide BITZER with all information, declarations, evidence, and documentation required for compliance with the PPWR in a complete, accurate, and timely manner. If the Supplier breaches the above obligations or if the supplied packaging does not comply with the requirements of the PPWR, the Supplier shall indemnify and hold BITZER harmless from and against all resulting damages, costs, and expenses, including regulatory measures, fines, and recall costs.

4.4. The delivery shall be accompanied by a delivery bill stating the date of issue and dispatch, the contents of the delivery (item number and quantity), and Wurm's order identification (date and number). If this is omitted in whole or in part, Wurm shall not be responsible for any resulting delays in processing and payment. If requested by Wurm, a corresponding dispatch bill with the same content shall be sent to Wurm separately from the delivery bill.

4.5. The risk of accidental loss and accidental deterioration of the delivery items shall pass to Wurm upon their handover at the place of performance, unless partial or premature performance of the Service is involved which Wurm has not approved. If acceptance of the Service is required or agreed between the Parties, such acceptance shall be decisive for the passing of risk. In all other respects, the statutory provisions of the law governing works contracts (Sections 631 et seq. BGB) shall apply mutatis mutandis in the event of acceptance of the Service. Acceptance shall be deemed to have taken place if the Supplier has set Wurm a reasonable deadline for acceptance after completion of the Service and Wurm has not refused acceptance within such deadline, stating at least one not insignificant defect.

4.6. Wurm is entitled to change the time and place for performance of the Service, as well as the type of packaging of the delivery items, at any time by giving written notice of at least ten (10) days prior to the agreed or announced performance date, provided that this is reasonable for the Supplier. The same shall apply to changes in product and/or Service specifications, insofar as these can be implemented within the framework of the Supplier's normal production or service process without significant additional effort, whereby in these cases the notification period pursuant to the preceding sentence of this Section 4.5 of these GCP shall be at least 15 (fifteen) days. Wurm shall reimburse the Supplier for any additional costs incurred as a result of such changes. If such changes result in delays in performance which cannot be avoided in the Supplier's normal production and business operations with reasonable efforts, the originally agreed or announced performance date shall be postponed accordingly. The Supplier shall notify Wurm in writing of any necessary additional costs and delays in performance to be expected by it upon careful assessment in due time before the performance date, but at least within 5 (five) days after receipt of the notice from Wurm pursuant to sentence 1 of this Section 4.5 of the GCP.

4.7. The occurrence of default in acceptance by Wurm shall be governed by the statutory provisions. The Supplier must expressly offer performance of the Service to Wurm even if an action or cooperation of Wurm, such as the provision of materials, has been agreed upon for a specific or determinable period of time according to the calendar. If Wurm is in default of acceptance, the Supplier may claim compensation for its additional expenses in accordance with the statutory provisions (Section 304 BGB). If the contract concerns a non-representable item to be manufactured by the Supplier (custom-made product), the Supplier shall only be entitled to further rights if Wurm is obliged to cooperate and is responsible for the failure to cooperate.

5. Prices, Terms of Payment

5.1. The price stated in a purchase order of Wurm is the binding fixed price (in these GCP also referred to as "Price"), unless expressly agreed otherwise in writing. The Price includes the total costs for the performance of the Service, in particular all ancillary services as well as all ancillary costs of the Supplier (including the costs for packaging, transport and liability insurance), but not the value added tax.

5.2. The Supplier's invoice shall be sent separately to Wurm in proper, verifiable form, in particular stating the purchase order number and the delivery note number. Invoices that are not in proper form, in particular those containing incomplete or incorrect information, will not be accepted by Wurm.

5.3. Payment of the invoice amounts shall be made, at Wurm's option, within 14 (fourteen) days with a 3% (three percent) discount or within 30 (thirty) days net, unless otherwise agreed. These periods shall commence on the date of receipt of a proper invoice by Wurm, but not before the Service has been rendered in full and Wurm has inspected the Service without any objections. In the case of bank transfer, payment shall be deemed to have been made in due time if the transfer order is received by Wurm's bank before expiry of the payment period. Wurm shall not be responsible for any delays caused by the banks involved in the payment process. A set-off by Wurm is equivalent to payment.

5.4. Wurm shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent provided by statutory law. In particular, Wurm is

entitled to withhold payments due as long as it still has claims against the Supplier arising from incomplete or non-contractual performance of the Service. The Supplier shall have a right of set-off or retention only against counterclaims that are undisputed, have been finally adjudicated, or are ready for decision.

5.5. Wurm does not owe any interest on arrears. In the event of default in payment, the statutory provisions shall apply.

6. Rights arising from defective Services or Services not rendered as contractually agreed

6.1. Unless otherwise provided below, Wurm's rights in respect of defective Services or Services not rendered as contractually agreed shall be determined in accordance with statutory law. In particular, the Supplier shall be liable in accordance with statutory law for ensuring that the performance of the Services complies with the subjective requirements, the objective requirements and the assembly requirements in accordance with Section 434 BGB at the time of transfer of risk. The performance of the Services complies with the subjective requirements if it has the agreed quality, is suitable for the use assumed under the contract and is handed over with the agreed accessories and the agreed instructions. If the performance is not subject to the law on sales contracts, the Supplier shall be liable in accordance with the statutory law, in particular that the performance of the Services has the agreed quality at the time of the transfer of risk. In any event, product and/or Service descriptions which - in particular by designation or reference in Wurm's purchase order - are the subject matter of the respective contract or which have been incorporated into the contract in the same way as these GCP shall be deemed to be an agreement as to quality. It is irrelevant whether the product and/or Service descriptions originate from Wurm, from the Supplier or from the manufacturer. Moreover, the performance of the Services must comply with the latest state of science and technology and all applicable safety regulations and normative requirement.

6.2. If the performance to be provided by the Supplier is a good with digital elements, the Supplier shall provide Wurm free of charge with the (i) agreed updates for the agreed period of time as well as (ii) updates that are necessary to maintain the contractual conformity of the good for the period of time that Wurm can expect according to the circumstances and the nature of the contract. The Supplier shall inform Wurm about these updates.

6.3. Notwithstanding Section 442 para. 1 sentence 2 BGB, Wurm shall also be entitled to its rights for defects without limitation if Wurm remained unaware of the defect at the time of conclusion of the contract due to gross negligence.

6.4. The statutory provisions regarding the obligation of an incoming goods inspection and the obligation to give a notice of defects (Sections 377, 381 of the German Commercial Code (Handelsgesetzbuch, "HGB"), shall apply subject to the following provision: Wurm's obligation to examine the incoming delivery items shall be limited to defects which are obvious upon receipt inspection of the delivery items under external inspection, including inspection of the delivery documents, such as externally visible damage or wrong and short delivery, as well as to defects which become apparent upon random sampling. Wurm's obligation to inspect shall not apply if an acceptance of the Services is required or agreed between the Parties. Otherwise, it shall depend on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. The obligation to give notice of hidden defects discovered at a later stage shall remain unaffected. Notwithstanding the obligation of an incoming goods inspection, the notice of defect shall be deemed to have

been given without undue delay and in due time if it is sent within 10 (ten) business days upon discovery of the defect or, in the case of obvious defects, upon receipt of the delivery items. Business days shall be Monday to Friday within a calendar week, unless they are public holidays at Wurm's location.

6.5. In the event of defective Services or Services not rendered as contractually agreed, in the case of (i) contracts subject to the law of sales contracts (Sections 433 et seq.; 650 BGB), subsequent performance shall be, at Wurm's option, the remedy of the defect (repair) or the delivery of an item free of defects (replacement delivery); (ii) works contracts (Sections 631 et seq. BGB), subsequent performance shall be, at the Supplier's option, the remedy of the defect (repair) or the deliver a work product free of defects (replacement delivery), and (iii) service contracts (Sections 611 et seq. BGB), the provision of the Services properly or to repeat the Services, if this is possible and reasonable for Wurm.

6.6. If the delivery item has been installed in or attached to another item in accordance with its type and intended use, the Supplier shall as part of the subsequent performance, at Wurm's option, (i) also remove the defective delivery item and install the defect-free delivery item, provided that the Supplier can reasonably be expected to carry out the removal and installation, or (ii) reimburse the corresponding removal and installation costs in accordance with Section 439 para. 3 BGB.

6.7. If the Supplier fails to meet its obligation to subsequent performance within a reasonable period of time set by Wurm, Wurm may remedy the defect itself or have it remedied by a third party at the Supplier's expense and demand reimbursement of the necessary expenses or a corresponding advance payment. If the Supplier's subsequent performance has failed or is unreasonable for Wurm (e.g. due to particular urgency, risk to operational safety, or imminent occurrence of disproportionate damage), no deadline need be set.

6.8. Acceptance of the Services and payment on the Supplier's claim shall not be deemed as acknowledgement of proper performance.

6.9. By accepting or approving samples or specimens submitted, Wurm does not waive any rights due to defective Services or Services not rendered as contractually agreed and the Supplier's liability for defects.

7. Supplier Recourse

7.1. In addition to the rights due to defective Services or Services not rendered as contractually agreed, Wurm shall be entitled without limitation to the statutory rights of recourse within the supply chain (supplier's recourse in accordance with Sections 445a, 445b, 478 BGB). In particular, Wurm shall be entitled to demand from the Supplier in each individual case exactly the type of subsequent performance (repair or replacement) that Wurm owes to its customer. Wurm's statutory right to choose the type of subsequent performance (Section 439 para. 1 BGB) shall not be limited hereby.

7.2. Wurm shall have the right to request the Supplier to submit a written statement, briefly stating the facts of the case, before Wurm acknowledges or fulfils a claim for defects asserted by its customer (including reimbursement of expenses pursuant to Sections 445a para. 1, 439 para. 2 and 3 BGB). If a substantiated statement is not made by the Supplier within a reasonable period of time and if no amicable solution is reached, it shall be presumed that the claim for

defects actually granted by Wurm to its customer is owed. In this case, the Supplier shall have the possibility to prove the contrary.

7.3. The claims under supplier's recourse shall also apply if the defective Services has been further processed by Wurm or a third party, for example by incorporation into another product.

8. Statute of Limitation

8.1. Unless otherwise stipulated below, the limitation period for mutual claims shall be governed by statutory law.

8.2. The limitation period for rights due to defective Services or Services not rendered as contractually agreed shall commence in the case of (i) contracts subject to the law of sales contracts (Sections 433 et seq.; 650 BGB) with the delivery of the delivery item, (ii) works contracts (Sections 631 et seq. BGB) with the acceptance of the work product and (iii) service contracts (Sections 611 et seq. BGB) with the performance of the Services.

8.3. Notwithstanding Section 438 para. 1 No. 3 BGB and Section 634a para. 1 No. 1 BGB, the general limitation period for claims due to defects shall be 36 (thirty-six) months from delivery of the delivery item or acceptance of the work product. The limitation period of 36 (thirty-six) months shall apply mutatis mutandis to claims arising from defects in title, whereby the statutory limitation period for claims in rem of third parties for surrender of property (Section 438 (1) No. 1 BGB) shall remain unaffected. In addition, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right against Wurm - in particular since the third party's claim has not yet become time-barred.

8.4. The limitation periods under the law on sales contracts (Sections 433 et seq.; 650 BGB), the law on service contracts (Sections 611 et seq. BGB), and the law on works contracts (Sections 631 et seq. BGB), including the above extension, shall apply - to the extent provided by law - to all contractual rights of Wurm due to defective Services or Services not rendered as contractually agreed. To the extent that Wurm is also entitled to non-contractual claims for damages due to defective Services or Services not rendered as contractually agreed, the regular statutory limitation period (Sections 195, 199 BGB) shall apply, unless the application of the limitation periods under the law on sales contracts, the law on service contracts, or the law on works contracts results in a longer limitation period in the individual case.

8.5. The limitation of rights due to defective Services or Services not rendered as contractually agreed shall be suspended as long as the Supplier, after timely notice of defects by Wurm, has not finally rejected the notice of defects in writing or declared the defect remedied.

8.6. For replacement deliveries, an independent, new statutory warranty period shall commence upon their delivery, unless Wurm had to assume, based on the Supplier's conduct, that the Supplier did not consider itself obligated to take the measure, but only made the replacement delivery as a gesture of goodwill or for similar reasons.

8.7. In deviation from Section 445b (1) BGB, the claim of Wurm for reimbursement of expenses according to Section 445a (1) BGB in the event of supplier recourse becomes time-barred in 36 (thirty-six) months from delivery of the Services. In all other respects, the statutory law pursuant to Sections 445b (2) and (3), 478 BGB 478 BGB shall apply to recourse claims.

8.8. In the case of the sale of goods with digital elements pursuant to Section 6.2 of these GCP, Section 475e BGB shall apply mutatis mutandis to the limitation period of claims for breach of the obligation to update.

9. Non-Disclosure

9.1. Wurm reserves all proprietary rights and copyrights in illustrations, drawings, plans, calculations, materials, models, drafts, samples, tools, devices, and other aids, objects, descriptions, and other documents of Wurm; they may not be made available to third parties, reproduced, or used for purposes other than those intended by Wurm without the prior written consent of Wurm. They shall be used exclusively for the execution of Wurm's order. After completion of the order, they shall be returned to Wurm without undue delay. The Supplier shall handle them with care, store them separately, and insure them adequately at its own expense.

9.2. The Parties undertake to treat all commercial and technical knowledge and information of the other Party which is not publicly known and which becomes known to them through the business relationship as a trade secret of that Party and not to make it accessible to third parties.

9.3. All items and embodied information referred to in Sections 9.1 and 9.2 of these GCP shall, as long as they are in the Supplier's possession, be handled with care by the Supplier, kept separately at the Supplier's expense and insured to a reasonable extent against loss or destruction.

9.4. Without the prior written consent of Wurm, the Supplier may not refer to the business relationship with Wurm in advertising materials, brochures, on a website, or in other publications, nor may it depict, display, or exhibit delivery items manufactured for Wurm or otherwise disclose the performance rendered for Wurm.

9.5. Any subcontractors of the Supplier shall be obligated accordingly.

10. Retention of Title and Transferring of Ownership

10.1. Wurm reserves the title and/or copyright with respect to all orders placed by Wurm regarding the Services, including all illustrations, drawings, plans, calculations, materials, models, drafts, samples, tools, devices, and other aids, objects, descriptions, and other documents made available to the Supplier. The Supplier may not make them available to third parties, disclose them, use them itself or have them used by third parties, or reproduce them without the prior written consent of Wurm. The Supplier shall return these documents and any copies thereof in full upon request by Wurm if they are no longer required by the Supplier in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

10.2. Samples, tools, devices, models, and other aids and objects which Wurm makes available to the Supplier in connection with the performance of the Services or which are manufactured for contractual purposes and are separately invoiced to Wurm by the Supplier shall remain the property of Wurm or shall become the property of Wurm. They shall be marked by the Supplier

as the property of Wurm, shall be treated with care, shall be stored separately at the Supplier's expense, and shall be insured to a reasonable extent against loss or destruction. The use of these items is only permitted for purposes of the business relationship between the Parties. The Supplier shall notify Wurm without delay of any damage to these items that is not merely insignificant. Upon request, the Supplier shall return such items to Wurm in proper condition if they are no longer required by the Supplier for the performance of the contracts concluded with Wurm. The Supplier shall bear the costs of maintenance and repair of these items within the agreed standing time.

10.3. The supplier is obliged to inform Wurm immediately if third parties should seize these provided items or if such a measure is imminent.

10.4. The transfer of ownership of the delivery items to Wurm shall be unconditional and without regard to the payment of the purchase price. In the event of an acceptance of an offer of transfer of title by the Supplier conditional upon payment of the purchase price, the Supplier's retention of title shall expire at the latest upon full payment of the Supplier's purchase price claim by Wurm and title to the delivery item delivered by the Supplier shall pass to Wurm. Wurm shall remain entitled to resell the delivery items in the ordinary course of business even before payment of the price, assigning the claim arising therefrom in advance (alternatively subject to the simple reservation of title extended to the resale). In any case, all other forms of retention of title, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing shall be excluded.

10.5. Any processing, mixing or combining (hereinafter collectively referred to as "Further Processing") of provided items by the Supplier shall be carried out for Wurm. This shall also apply in the event of Further Processing of the performance by Wurm, so that Wurm shall be deemed to be the manufacturer and shall acquire title to the product at the latest upon Further Processing in accordance with the statutory provisions.

11. Product Liability, Product Recall, Insurance

11.1. The Supplier shall be responsible for all claims asserted by third parties for personal injury or damage to property that are attributable to a defective product delivered by it or a defective Services provided by it. To the extent that the Supplier is responsible for a damage, the cause of which lies within its sphere of control and organization and for which it is liable itself in the external relationship, it shall indemnify Wurm against the resulting liability upon first request. If claims are asserted against Wurm by third parties due to a defect in a Service or if Wurm is obliged to carry out a recall action against third parties, the Supplier shall bear all costs associated with the claim and/or the recall action. Any further legal claims of Wurm shall remain unaffected.

11.2. The Supplier shall insure itself against the risks associated with the product liability for the delivery items delivered by it and the Services rendered by it to an appropriate amount and provide Wurm with evidence of the insurance coverage in an appropriate form upon request. If, despite written request to do so, the Supplier fails to provide evidence of insurance coverage within 2 (two) weeks after written request by Wurm, Wurm shall be entitled to take out such insurance at the Supplier's expense.

12. Industrial Property Rights

12.1. The Supplier warrants that the rights of third parties, in particular patents and utility models, including their applications and other industrial property rights (hereinafter collectively referred to as "Property Rights"), are not infringed by it, in particular by its performance of the Services. In all other respects, the Supplier warrants in accordance with this Section 12 of these GCP that its performance of the Services is free from third party Proprietary Rights. Each Party shall notify the other Party in writing without undue delay if it becomes aware of such an infringement of Property Rights or if claims are asserted against it due to the infringement of Property Rights.

12.2. The Supplier shall be liable for all claims arising from the infringement of third-party Property Rights in the event of contractual use of the Services; this shall not apply if the Supplier is not responsible for the infringement of third-party Property Rights.

12.3. The Supplier shall indemnify Wurm and its customers upon first written request against all claims of third parties arising from the infringement of such Property Rights. Any license fees shall be borne by the Supplier.

12.4. Sections 12.2 and 12.3 of these GCP shall not apply if the Supplier has manufactured the delivery items or rendered the Services in accordance with drawings, models or other equivalent descriptions or information provided to it by Wurm and the Supplier was unable to recognize that the delivery items or Services would infringe third party Property Rights.

13. Spare Parts

13.1. The Supplier shall be obliged to keep spare parts for the Services in stock for a period of at least 10 (ten) years after performance of the Services.

13.2. If the Supplier intends to discontinue the production of spare parts for the Service, it shall notify Wurm thereof without undue delay and prior to the decision on the discontinuation. Subject to Section 13.1 of these GCP, such notice shall be given in sufficient time to enable Wurm to adjust to the discontinuation of production in the ordinary course of business and to switch to other suppliers; the notice shall be given at least 6 (six) months before the discontinuation of production. The notification shall contain the offer to Wurm to order the spare part in an appropriately large quantity at the previous price and at the same time inform about technical alternative solutions for the spare part for the time after any discontinuation of production.

14. Export Control Regulations and Foreign Trade Data

14.1. The performance of the contract by Wurm shall be subject to the proviso that it is not prevented by any restrictions pursuant to national or international regulations of foreign trade law or any embargoes or other sanctions. This reservation only applies to the extent that the compliance with foreign economic sanctions regulations is permissible under the laws of the European Union (hereinafter referred to as "EU") and, in the case of embargoes and sanctions, that the sanctions are directed against states against which also the United Nations, the EU, or Germany have imposed sanctions.

14.2. The Supplier shall comply with the respective applicable requirements of national and international export, customs and foreign trade law (hereinafter collectively referred to as "Foreign Trade Law") for all Services, insofar as their compliance is permissible under the legal

provisions of the EU. Legal provisions of sanctions of third countries shall furthermore only be complied with insofar as these are sanctions against states against which the United Nations, the EU or Germany have also imposed economic sanctions.

14.3. The Supplier undertakes to refrain from any business transactions in connection with the provision of the Services to Wurm without the consent of Wurm,

14.3.1. with persons, entities or bodies on a sanctions list under EU regulations, including the EU consolidated sanctions list;

14.3.2. with persons, entities or bodies on a U.S. sanctions list, including the U.S. Specially Designated Nationals and Blocked Persons List, and the Denied Persons List, insofar as sanctions are imposed against nationals or legal entities of a state against which the United Nations, the EU or Germany have also imposed sanctions and insofar as compliance with U.S. sanctions is permitted under EU law;

14.3.3. with persons having the nationality of, domiciled or habitually resident in a state against which comprehensive economic sanctions of the EU or the USA exist, insofar as sanctions are imposed against nationals or legal entities of a state against which the United Nations, the EU or Germany have also imposed sanctions and insofar as compliance with US sanctions is permissible under EU law;

14.3.4. with legal persons, entities or bodies established under the laws of, or having their headquarters or branch offices in a state against which comprehensive EU or U.S. sanctions are in place, to the extent that the state is also subject to sanctions imposed by the United Nations, the EU or Germany and to the extent that compliance with the respective embargo is permitted under EU law;

14.3.5. for which the required authorization has not been obtained; and

14.3.6. that may occur in connection with ABC weapons or military end-use.

14.4. The Supplier shall obtain any necessary transfer or export licenses, unless the applicable Foreign Trade Law requires Wurm or a third party, and not the Supplier, to apply for such licenses.

14.5. The Supplier shall notify Wurm in writing as early as possible, but no later than 5 (five) working days prior to the performance date, of all information and data required by Wurm in complying with the applicable Foreign Trade Law in case of export, transfer and import. This applies in particular to the following information and data:

14.5.1. the valid customs tariff number (HS code, statistical commodity code, TARIC code, etc.) of the delivery items subject to the performance owed;

14.5.2. the country of origin (non-preferential origin, CCI origin, trade origin) and, if possible, Supplier declarations for preferential origin (in case of European suppliers) or EUR1 / A.TR and declaration of origin on the invoice (in case of suppliers outside the EU);

14.5.3. the valid export list number in accordance with the German export list (hereinafter referred to as "AL"). If the delivery items are not on the export list, they must be marked with "AL: N";

14.5.4. the valid grouping according to the EU Dual-Use Regulation;

14.5.5. the Export Classification Number (ECCN) according to the U.S. Commerce Control List (CCL). If the delivery items do not fall under the ECCN, they must be marked with "EAR99"; and

14.5.6. the ITAR number (International Traffic in Arms Regulation) according to the United States Munitions List (USML).

14.6. In the event of changes in the origin, the characteristics of the performance or the applicable Foreign Trade Law, the Supplier shall update the export control and foreign trade data as early as possible, but no later than 5 (five) working days prior to the performance date and notify Wurm thereof in writing. The Supplier shall bear all expenses and damages incurred by Wurm due to the lack or incorrectness of export control and foreign trade data.

15. Assignment

15.1. The Supplier is not entitled to assign any rights or obligations, in particular its claims arising from the contractual relationship with Wurm, to third parties without the prior written consent of Wurm. Wurm will not unreasonably withhold such consent. Section 354a HGB shall remain unaffected.

15.2. Wurm is entitled to assign any rights and obligations, in particular its claims arising from the contractual relationship, to third parties without prior written consent of the Supplier, whereby the assignment of obligations and the contract in its entirety to third parties without prior written consent may only be made to affiliated companies of Wurm within the meaning of §§ 15 ff. German Stock Corporation Act, unless the affiliated company is not able to fulfil the contractual obligations in the same or comparable manner as Wurm.

16. Compliance and Ethical Behaviour

Aware of its responsibility, Wurm has committed itself in its worldwide activities as a fair competitor in a free market to support the protection of international human rights, the observance of worker protection rights, the protection of the environment, and the fight against international corruption with honesty, fairness, and compliance with the law.

Wurm expects the same from its Suppliers. Therefore, the Supplier is obliged to comply with the laws applicable to it at all times. Furthermore, the Supplier commits itself and its employees (f, m, d) to law-abiding conduct and to comply with the Wurm Code of Conduct for Business Partners attached here as Appendix.

17. General Provisions

17.1. Amendments and supplements to the order, a contract and/or these GCP as well as ancillary agreements must be made in writing. This shall also apply to any amendment of this written form requirement.

The written form shall be deemed to have been complied with if the order is placed by fax, e-mail or in any other electronic form. Unless expressly agreed otherwise between the Parties or implied otherwise by established practice, it is necessary for the issuer to provide its electronic declaration with a qualified electronic signature in accordance with the German Electronic Identification and Trust Services Act (Vertrauensdienstegesetz, "VDG") in order to maintain the written form. In the case of a contract, the Parties must each sign the electronic document with qualified electronic signatures.

17.2. If one or more provisions of the contract and/or these GCP are partially or completely invalid, the validity of the remaining provisions shall not be affected thereby. In this case, the Supplier and Wurm undertake to replace the invalid provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision.

17.3. If the Supplier is a merchant, a legal person under public law or a special fund under public law, the exclusive venue for all disputes from the contractual relationship shall be Remscheid, Germany. This shall also apply if the Supplier does not have a legal venue in the Federal Republic of Germany or if has moved its usual place of residence abroad after the conclusion of the contract. The exclusive international jurisdiction shall apply in particular to proceedings for provisional measures – the international jurisdiction of other courts is excluded. Wurm shall, however, be entitled to take legal action against the Supplier at any other place of jurisdiction available under the applicable law.

17.4. The contract, these GCP, and the entire legal relationship between the Supplier and Wurm shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

Title 1
General part

1. Introduction

The Wurm Group is one of the pioneers and leading providers in the field of refrigeration and building technology automation in the food trade in Europe. With its energy-efficient and future-oriented system solutions, plant concepts and services, Wurm makes a sustainable contribution to the conservation of resources and the environment.

By acting with honesty and fairness and within the boundaries of the law worldwide, Wurm undertakes to support the protection of human rights, compliance with employee protection rights, the protection of the environment and the fight against international corruption. Furthermore, in light of this responsibility, Wurm undertakes to respect its Business Partners* as a fair competitor in a free market.

Wurm expects the same from its Business Partners and the employees of its Business Partners and has its Business Partners undertake to comply with the law and this Code of Conduct.

If Business Partners are involved in the performance of a service by Wurm, they must have a flawless reputation in addition to the necessary professional qualifications. The employees of Wurm who are responsible for the business relationship with the Business Partner and for concluding a contract will use the sources of information available to them to verify this.

2. Scope of Application

This Code of Conduct is binding to all Business Partners of companies of the Wurm Group whose parent company is Wurm Holding GmbH (referred to collectively as 'Wurm' below).

The Business Partner must adhere to the principles and requirements set out in this Code of Conduct throughout its supply and value chain, even if it is not expressly repeated in the second chapter of this Code of Conduct. This includes all stages required to manufacture products and perform services, from the acquisition of raw materials to delivery or performance for Wurm and encompasses a company's actions within the Business Partner's own field of business as well as the actions of its direct and indirect Business Partners, regardless of whether stages occur within the country or abroad.

Failure to comply with the Code of Conduct and the statutory regulations on which it is based by the Business Partner can damage the reputation of both the Business Partner and Wurm as well as of the employees of the Business Partner and those of Wurm. Failure to comply with the Code of Conduct can result in considerable financial damage to the Business Partner and Wurm and, in some

*The term 'Business Partner' encompasses in particular customers, suppliers, contractors, service providers, advisors, brokers and vicarious agents of Wurm, regardless of whether they are natural persons or legal entities.

The term 'employee' expressly also encompasses executives, managing directors, board members and other legal representatives and corporate bodies of the Business Partner.

If, for the sake of simplicity, any word here or elsewhere in this Code of Conduct has a specific grammatical gender, it should be interpreted as having a gender-neutral meaning.

cases, even to liability on the part of the Business Partner and/or the employee who infringed the Code of Conduct. Therefore, infringements of the Code of Conduct cannot be tolerated.

Any infringement of the Code of Conduct by a Business Partner shall result in the immediate termination of the business relationship with Wurm as well as action under civil and criminal law.

3. Contact Persons and Complaint Procedure

If a Business Partner or one of its employees is unsure whether their conduct in a specific case is consistent with this Code of Conduct or if a business partner or an employee of the Business Partner identifies a potential infringement of this Code of Conduct in their surroundings, they can file a report with BITZER Legal Services, the central legal department of Wurm group (legalservices@bitzer.de; BITZER SE, Legal Services, Head of Legal, Peter-Schaufler-Platz 1, 71065 Sindelfingen, Deutschland) or the Wurm Whistleblower Helpline (compliance.helpline@bitzer.de). This can be done personally, verbally or in writing.

Both, Wurm Legal Services and the Wurm Whistleblower Helpline, serve as contacts in terms of a complaint procedure in accordance with the German Act on Corporate Due Diligence Obligations in Supply Chains (Lieferkettensorgfaltspflichtengesetz - LkSG). Business Partners but also all other individuals can point out here to human rights and environmental risks as well as to infringements of human rights and environmental obligations which have occurred as a result of the economic activities of Wurm or a direct or indirect supplier.

In order to be able to better classify a report, it is helpful, if the reporting person gives their name and, if the report comes from the environment of a business partner or is related with one, also the name of such Business Partner. For possible queries on the facts reported, it is also useful, if the reporting person also gives their contact details. Irrespective of this, it is also possible, to provide anonymous reports. Anonymous reports will be followed up by Wurm with the same attention as reports that are given by a person mentioning their name. However, the investigation of the facts reported may be more difficult if no consultation of the reporting person is possible due to their anonymity.

Title 2
Wurm Code of Conduct for Business Partners

1. Respect for Human Rights and Ensuring of occupational health and Safety

The Business Partner adheres to and support the relevant regulations concerning the protection of international human rights as fundamental, generally applicable requirements. Within its own company and along its supply and value chain, the Business Partner must ensure that its employees and the employees of its Business Partners are not complicit in human rights violations. If Wurm discovers that a Business Partner is infringing international human rights, the business relationship shall be terminated.

In particular, the Business Partner will comply with the following requirements for itself and in its supply and service chain:

// The Business Partner complies with the prohibition of child labour. It will observe the minimum age of employment in accordance with the respective state regulations, wherein the minimum age for employment corresponds to the age when, according to the applicable national law, compulsory education ends, and is at least 15 years. If Wurm become aware of the fact that a Business Partner violates the prohibition of child labour, the business relationship will be terminated. The Business Partner complies with the prohibitions in accordance with Article 3 of the Convention No. 182 of the International Labour Organisation comprising:

- all types of slavery or slavery-like practices such as sale of children and child trafficking, bonded labour and servitude as well as forced labour or compulsory labour including forced or compulsory recruitment of children for use in armed conflicts;
- bringing, procuring or offering a child for prostitution, for the production of pornography or for pornographic depiction;
- bringing, procuring or offering a child for unlawful activities, in particular for extraction and trafficking of drugs; furthermore
- labour, which by its nature or due to the circumstances, in which labour is carried out, is probably harmful for the health, security or morality of children.

// The Business Partner complies with the prohibition of all types of slavery. This also includes slavery-like practices, servitude, involuntary prisoner labour or other forms of exercise of dominance or oppression in workplace environment, such as sexual exploitation and humiliations or extreme economic exploitation. The Business Partner will not use any private or public security forces for the protection of its company, if, due to lack of instruction or control on the part of the Business Partner, the prohibition of torture and cruel, inhuman or humiliating treatment is ignored, if life or limb are violated or if the freedom of association are impaired when such security forces are deployed.

// The Business Partner, when acquiring, developing or otherwise using of land, forests or waters, will not take part in or cause unlawful evictions or unlawful deprivation of land, forests or waters, when their use secures the livelihood of an individual.

// The Business Partner complies with the Regulation (EU) 2017/821 of the European Parliament and the Council dated May 17th, 2017, laying down supply chain due diligence obligations for EU importers of tin, tantalum and tungsten, their ores and gold originating from conflict-affected and high-risk areas. Moreover, the Business Partner complies with the regulations of Section 1502 of the US Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act) concerning the use of such conflict materials, since it may be a member of the supply chain of a US listed company.

// The Business Partner complies with national minimum wage regulations applicable at the respective place of employment and will pay its employees equal pay for equal work.

// The Business Partner respects the freedom of association of its employees, in particular the right to freely form and join trade unions without fear of unjustified discrimination or retaliation by the Business Partner and recognizes the rights of its employees to participate in collective bargaining and strike in accordance with the applicable national regulations.

// The Business Partner provides its employees with a safe, healthy working environment. The Business Partner adheres to all legal and technical specifications and standards concerning occupational health and safety and fire prevention, at least the occupational health and safety duties under the applicable national regulations if the fulfilment of these duties can sufficiently reduce the danger of occupational accidents or occupational health risks, especially by means of sufficient safety standards with regard to the provision and maintenance of the place of work,

workstation and equipment, appropriate safety measures to avoid exposure to chemical, physical or biological substance, measures to prevent excessive physical and mental exhaustion, especially through the appropriate organisation of working hours and breaks and the provision of suitable training and instruction for employees.

// Beyond the above points, the Business Partner refrains from all conduct, which is directly suitable to impair a protected legal position in a particularly serious manner, or the illegality of which is obvious when all relevant circumstances are considered in a reasonable assessment.

2. Elimination of Discrimination

The Business Partner maintains respect and neutrality with regard to the national origin and ethnic descent, skin colour, gender, religious and ideological beliefs, sexual orientation, political views, social background, age and towards any disabilities or illnesses of its employees. Something else may apply by way of exception only if a distinction is required due to the type of employment and its specific requirements, e.g. if a corresponding risk assessment has been carried out within the framework of occupational health and safety. Insulting and defamatory statements that refer to any of the aforementioned characteristics or views are unacceptable and must be avoided by Business Partner and its employees.

3. Protection of the Environment

The protection of the environment and climate and the sparing use of natural resources must be a major concern of the Business Partner. The Business Partner conserves natural resources and avoid environmental pollution wherever possible and feasible in research and development, production, administration and any other field. In particular, the Business Partner avoids harmful soil, water and air pollution, noise emissions and excessive water consumption that would be sufficient to

// significantly impair the fundamental natural processes required to obtain and to produce food;

// impede, obstruct or destroy a person’s access to clean drinking water or sanitary facilities;

// harm the health of a person.

Consequently, Wurm expects its Business Partner to adhere strictly to the relevant national environmental protection regulations. In particular, the Business Partner ensures that it and its Business Partners, namely its suppliers,

// only supply and process components which meet the requirements of the latest version of the RoHS Directive 2011/65/EU and are suitable for RoHS-compliant manufacturing processes – the Business Partner undertakes to generate a declaration of conformity and submit the declaration without having to be prompted to do so;

// are aware of the duties arising from Regulation (EC) No 1907/2006 concerning the registration, evaluation, authorisation and restriction of chemicals, as amended, and have taken all necessary action;

// adhere to Directive 2012/19/EU on waste electrical and electronic equipment (WEEE) and therefore prevent waste electrical and electronic equipment and reuse, recycle and recover such

waste so as to reduce the disposal of waste, and at least adhere to the standards set out therein concerning the treatment of waste electrical and electronic equipment in the European Union;

- // recognize the duties that can result from the Minamata Convention on Mercury of 10 October 2013 to protect human health and the environment from the adverse effects of mercury;
- // adhere to the Stockholm Convention on Persistent Organic Pollutants (Regulation (EU) 2019/1021), a treaty on legally binding measures to ban and restrict certain persistent organic pollutants, which restricts or bans the manufacture and use of certain pesticides, a group of industrial chemicals (polychlorinated biphenyls) and two groups of unintentional by-products (polychlorinated dibenzodioxins and dibenzofurans);
- // adhere to the Basel Convention on the control of transboundary movements of hazardous wastes and their disposal as well as the Regulation (EC) No. 1013/2006 on the shipment of wastes.

At the request of Wurm, the Business Partner provides evidence of this.

The Business Partner must prioritise the sensible use of renewable energy and in turn the reduction of environmental pollution and the protection of the environment wherever possible.

4. Prohibition of Corruption and Blackmail, Prevention of Money Laundering

Corruption means the misuse of a position in the economy, an organisation, administration, justice or politics. Corruption is illegal worldwide. Corruption is a criminal offence. Corruption prevents progress and innovation, distorts competition and damages society and the economy. The Business Partner does not tolerate corruption, neither by its employees nor its Business Partners or other Business Partners of Wurm.

It is prohibited to offer, promise or provide advantages (active bribery) or request, accept or accept the promise of advantages (passive bribery) for oneself or a third party. This applies to both domestic and foreign officials (bribery of officials) and to Wurm or other Business Partners (bribery and corruption in business dealings). An advantage in this sense is any form of compensation to which the recipient has no lawful entitlement, and which objectively improves the economic, legal or personal situation of the recipient. The following applies in particular:

Whenever gifts, services, invitations to events and other gratuities (referred to collectively below as ‘gratuities’) are distributed in business relationships, Business Partners may only offer, promise or provide a gratuity or accept a gratuity or the promise of a gratuity if the gratuity or promised gratuity

- // is of low value and
- // is part of common business practice and
- // is otherwise appropriate and adequate to the occasion and
- // is not intended to encourage the awarding of a contract or unauthorised advantage for the recipient, the Business Partner, Wurm, any other Business Partner or any other person, and
- // is legally admissible under the relevant laws and
- // does not even imply the impression of soliciting unlawful influence or establishing the beginning of economical dependency, and thus
- // could be openly reported to the Business Partner and at Wurm.

No Business Partner or employee of a Business Partner may use their position or function to request, accept the promise of or accept an advantage for themselves or a third party.

If the Business Partner discovers that unauthorised advantages have been offered, promised or provided or requested or accepted, the Business Partner is obliged to notify one of the bodies specified above in part 2 of title 1.

Donations and sponsoring will not be used by the Business Partner to obtain unlawful business advantages.

Furthermore, the Business Partner is forbidden to unlawfully coerce or extort employees or its Business Partners, by force or threat of serious harm, to do, acquiesce to or refrain from an act.
Money laundering is a criminal offence. The Business Partner avoids any and all participation in money laundering and does not enter into a Business Partnership with any party that is known or justifiably presumed to have obtained money or assets through criminal activities or be otherwise involved in financial criminality.

In particular, the Business Partner adheres to the regulations of the German Money Laundering Act (Gesetz über das Aufspüren von Gewinnen aus schweren Straftaten, Geldwäschegesetz - GwG) or the equivalent laws of foreign legal systems which apply to it and the specific transaction in question.

5. Safeguarding of Fair Competition

The Business Partner is obliged to preserve fair and free competition. The Business Partner is obliged to adhere to the regulations of competition and antitrust law and obliges its Business Partners accordingly.

In particular, the Business Partner is forbidden

- // to talk with competitors about prices, sales, production capacity, calls for tenders, revenues, margins and costs that could determine or influence the actions of a company in the market with regard to the competition
- // to enter into agreements or collusions with competitors that have the objective to exclude a competitor, avoid competition, submit a bogus offer in a call for tenders or share customers, markets, countries or production programmes
- // to influence the resale price of a customer in any way.

If a Business Partner has any questions concerning the admissibility of certain actions or if a Business Partner suspects a breach of competition or antitrust law, it must notify one of the bodies specified above in part 1 of title 2 immediately.

6. Avoiding Conflicts of Interest

Wurm expects its Business Partners to avoid conflicts of interest. Decisions may not be affected by private interests or personal relationships with Business Partners or other persons. The Business Partner must expect the same from its own Business Partners.

7. Avoidance of Product Liability Claims

The Business Partner offers products and services of the highest quality. The Business Partner must aim to fulfil the high expectations of its Business Partners regarding the quality, safety, efficiency and functionality of its products and services. Additionally, the Business Partner and its employees will continue to improve the quality of its products and services. The Business Partner and its employees have the responsibility to eliminate, as far as possible, all potential risks as well as danger to health and safety which might occur from the use of a product. The Business Partner complies with all applicable legal and technical regulations and standards of product safety which apply to its products. If Wurm has any safety concerns, it is the responsibility of the Business Partner to react with prudence and care and take suitable action to assuage Wurm.

8. Proper Conduct of Customs and Export Procedures

Exports, imports and the domestic trade of goods, services, technology and software, as well as the flow of capital and payments, are subject to and controlled by national and international laws. Appropriate steps must be taken to ensure that transactions do not infringe against active economic sanctions and trade restrictions, import and export control regulations or sanctions and laws intended to combat the financing of terrorism. Transactions with companies and persons that are on a list of sanctions are prohibited.

Wurm has established a comprehensive, electronically supported export control system and made its strict application mandatory. The Business Partner must also comply with the national and international laws with regard to export controls, customs and foreign trade in each country in which it conducts business. The Business Partner must fulfil its statutory obligation to check its employees, Business Partners and potential Business Partners against the relevant lists of sanctions resulting from national laws and regulations designed to combat terrorism or impose embargoes. Employees of the Business Partner who are dealing with the import and export of goods, services, software or technology have to adhere to the applicable export control laws as well as to import and export regulations.

Every employee of the Business Partner who has knowledge of deliveries

- // to countries that are subject to a partial or total embargo, including deliveries through an intermediary in a non-embargoed country; or
- // for military purposes or dual-use applications; or
- // which are intended for use in nuclear power plants or in unsafe nuclear fuel cycles; or
- // which are related to the production of chemical or biological weapons;

is obliged to inform the central customs and export control department of the Business Partner.

The Business Partner is also invited to contact the customs and export control department of Wurm: order@wurm.de.

9. Protection of Personal Data

The Business Partner protects the personal data of its employees, Business Partners and other data subjects.

Personal data may only be collected, processed or used by the Business Partner to the extent required for explicitly specified and legitimate purposes or if the data subject has given their express

prior consent. This also applies to the sharing of data between various organisational units or companies of the Business Partner. The use of data must be transparent for the data subjects. Their rights to access information, to the rectification and restriction of processing and potentially also to data portability, to lodge a complaint and to have their data blocked or erased must be respected in accordance with the law.

10. Confidentiality of Intellectual Property Trade and Business Information

Business Partners must keep their own confidential information and information entrusted to them by Wurm or to which they otherwise gain access through their work for and with Wurm secret and must have their own employees and business partners sign similar undertakings. Business Partners must protect the information so that it cannot be accessed by unauthorised third parties and not use the information for private or personal purposes.

The Business Partner does not use the existence of an economic relationship with Wurm in promotional measures without the prior written consent of Wurm.

11. Systems, Documents and Risk Management

The Business Partner must develop, implement, apply and maintain management systems and controls related to the content of this Code of Conduct. It will always have available the required documentation in order to prove conformity with the principles of this Code of Conduct and be able to provide it to Wurm at any time upon request.

The Business Partner maintains appropriate instruments for regular identification, assessment and control of risks in all areas and with reference to all legal requirements, which are dealt with in this Code of Conduct.

The Business Partner demonstrates its commitment to continuous improvement by setting performance targets, carrying out implementation plans and taking the necessary measures to correct deficiencies identified in internal and/or external audits or assessments.

The Business Partner regularly carries out suitable training measures in order to communicate requirements stated in this Code of Conduct and to pass them on to the suppliers and business partners of its supply chain participating in business with Wurm, to oblige them accordingly to ensure their adherence to these principles and to agree to a possible audit of compliance with these principles. The term of supply chain used in the present document generally refers to all products and services of a company and thus to all stages within the country and abroad which are required for the manufacture of the products and the provision of the services.

Title 3
Final Regulations

1. Requests for Information

Wurm reserves the right to request information from the Business Partner if it suspects non-compliance with the principles and requirements set out in this Code of Conduct, e.g. in light of media reports. The Business Partner must comply with this request for information immediately.

2. Audits

The Business Partner authorises Wurm to verify compliance with this Code of Conduct, especially the Code of Conduct for Business Partners, by means of an audit, or have such compliance verified by a third party which has been mutually appointed by the Business Partner and Wurm, and to take appropriate action in accordance with this Code of Conduct in the event of non-compliance.

If shortcomings of concern to Wurm are discovered during an audit, the Business Partner must immediately submit to Wurm an action plan, the implementation of which will ensure that all identified aspects are addressed and remedied in a satisfactory manner for Wurm.

Should an audit reveal a material breach of this Code of Conduct, Wurm is entitled to demand that the Business Partner reimburse the necessary, reasonable costs of the audit for which Wurm has documented evidence.

3. Consequences of Non-Compliance

Any infringement of the principles and requirements in this Code of Conduct will be considered by Wurm as a significant impairment of the business relationship and contractual relationship between the Business Partner and Wurm.

Wurm is entitled to terminate individual contractual relationships which have been directly affected by an infringement of this Code of Conduct with immediate effect and without providing notice, either fully or in part, or, at its own option, temporarily suspend the business relationship with the Business Partner while the Business Partner presents and fully implements specific measures to prevent the infringement from happening again, or terminate all contractual relationships with immediate effect and without providing notice, either fully or in part, if the Business Partner fails to present and fully implement specific measures to prevent the infringement from happening again within a reasonable period of time.