

July 2024

CeramTec GmbH, CeramTec-ETEC GmbH, Emil Müller GmbH, CeramTec Dentalvertriebs GmbH

General Purchasing Terms and Conditions for Purchasing Goods and Services

1. Incorporation of Terms

- 1.1 These General Purchasing Terms and Conditions (“**Terms**”) shall be incorporated into and form an integral part of, each contract for the purchase of products or services between CeramTec GmbH, Ceram-Tec Platz 1-9, D-73207 Plochingen, Germany and its affiliates in Germany (“**CeramTec**” or “we/us”) and the seller of such products or services (“**Supplier**”). CeramTec and Supplier shall collectively be referred to as “**Parties**,” or each as a “**Party**.”
- 1.2 These Terms apply to all transactions between CeramTec and Supplier even if they are not referenced in later contracts. These Terms apply only with respect to companies practicing their commercial or independent professional activities and to legal entities formed under public law.
- 1.3 We neither acknowledge nor accept conflicting, deviating, or supplemental general terms and conditions from any Supplier, nor any internal Supplier guidelines or the like, unless we have expressly agreed to them in writing. Acceptance of, or payment for, Supplier’s products or services does not constitute an agreement to any of Supplier’s terms and conditions even if the acceptance or payment is made with knowledge of conflicting or supplementary terms and conditions of Supplier.
- 1.4 Additional or varying terms may be established in the purchase order (“**Purchase Order**”). In such case, such additional or varying terms of the Purchase Order shall prevail over these Terms.
- 1.5 Nothing contained herein shall affect any rights CeramTec may have under applicable law or other agreements which go beyond these capitalized Terms.

2. Formation of Contracts and Amendments

- 2.1 Purchase Orders, delivery schedules/forecasts, individual contracts and order releases as well as their amendment and renewal require a writing (“*Schriftform*”) executed by authorized representatives of both Supplier and CeramTec. Oral agreements of any kind before, during or after formation of the contract shall only become binding on us if and when they have been confirmed by us in writing; this shall apply, in particular, to amendments and / or addenda to our Terms. This also applies for suspending this requirement of the written form (“*Schriftform*”).
- 2.2 A Purchase Order shall become effective and binding only if and when our order has been formally confirmed by Supplier. Supplier shall confirm orders, stating the binding prices and

delivery dates, in writing within ten (10) Business Days from the date of our order. "**Business Days**" are days on which banks are open in Germany. We are entitled to cancel any order that is not accepted by Supplier within ten (10) Business Days from the date of the order. Supplier's performance with respect to a Purchase Order even without Supplier's written acceptance exceptionally constitutes an acceptance of our order, if we do not cancel the order prior to Supplier's delivery.

- 2.3 At any time before full performance of a contract, we may demand changes to a Purchase Order, including to the specifications, volume, materials, date and place of delivery etc. To the extent any such changes would alter Supplier's costs or affect the agreed date of delivery, Supplier will immediately so inform CeramTec in writing and the Parties will reasonably agree to a modification of the Purchase Order.

3. Delivery Dates

- 3.1 Time is of the essence as to delivery. Agreed delivery dates and delivery periods are binding and shall be deemed fixed and firm dates. Unless otherwise agreed in writing, the delivery term for all products is "free at factory gate (CeramTec's relevant address as noted below)" (DAP according to INCOTERMS® 2020, ICC). Supplier shall provide the products or services in good time, taking into account the time for loading and shipment as agreed with the carrier. Supplier shall be in default if it fails to deliver in time, unless the delay was outside of Supplier's control.
- 3.2 Supplier shall immediately notify us in writing if it anticipates circumstances that could interfere with its ability to deliver on time or to deliver the agreed volume, quality, or performance. The notifications shall state the reasons and estimated duration of the delay. In such case, we are entitled to rescind the contract (in whole or in part) without liability to us. Further terms of statutory provisions shall apply.
- 3.3 If Supplier is in delay, we are entitled to charge a contractual penalty from the start of the delay at a rate of 0.5 % of the total order value per week or part thereof up to a maximum of 5 %, unless the reason for the delay is outside of Supplier's control. The acceptance of the late delivery is not a waiver of claims for reimbursement and contractual penalty claimed by us for the late delivery. In the event CeramTec accepts delivery it must reserve its rights relating to the contractual penalty at the latest with its final payment. All cases of *force majeure* are excluded. Any additional rights that CeramTec may have shall remain unaffected.
- 3.4 In case of early delivery we shall be entitled to refuse acceptance of the products or services.

4. Deliveries

- 4.1 Delivery must be made at the location specified in the Purchase Order. In the exceptional case that we have agreed to bear the transport costs, Supplier shall transport the products solely in the mode of transport as stipulated by us.
- 4.2 Products must be packed appropriately so that any impact on quality, e.g., damage, dirt or changes during transport can be excluded. Products shall be properly packed in strong crates suitable for long-distance transportation as the case may be. When selecting the packaging, Supplier must take into consideration load-bearing capacity and stackability, and comply with all applicable laws.
- 4.3 Partial deliveries are not permitted without our prior written consent. In case of unapproved partial deliveries, we shall be entitled to refuse acceptance of products at Supplier's cost. Express acceptance of early or partial deliveries does not entitle Supplier to be paid before the agreed payment date, unless otherwise agreed by the Parties.
- 4.4 On all delivery papers, order confirmations, invoices etc. Supplier must note our exact order number, order date and the mode of delivery. Supplier must enclose in each delivery a sealed envelope with a delivery note containing this information. In the event Supplier fails to comply

with this obligation, we shall not be held responsible for any delay in processing.

- 4.5 Any delegation or transfer of provision of products or services to any party other than Supplier requires our prior written consent.

5. Prices and Billing

- 5.1 Agreed prices are according to DAP INCOTERMS® 2020, ICC, as specified in the Purchase Order, including all costs for manufacturing, transport, standard secure packaging, duties and taxes, but exclusive of applicable VAT, if any, unless otherwise agreed.
- 5.2 Invoices must be submitted to the billing address stated below after delivery with a clear reference to the Purchase Order number and stating the order details. They must not be included with a delivery.
- 5.3 Incorrectly issued invoices do not create a payment obligation COD shipments are not accepted.
- 5.4 The date of receipt of the invoice at the respective agreed address below shall determine deadlines for payment obligations or discounts:
- 5.4.1 CeramTec GmbH, Department KF-P, CeramTec-Platz 1-9, 73207 Plochingen, Germany (paper invoices) or kreditoren@ceramtec.de (Email).
 - 5.4.2 CeramTec-ETEC GmbH, An der Burg Sülz 17, 53797 Lohmar, Deutschland.
 - 5.4.3 Emil Müller GmbH, Dürrnbucher Straße 10, 91452 Wilhermsdorf, Deutschland.
 - 5.4.4 CeramTec Dentalvertriebs GmbH, Wallbrunnstraße 24, 79539 Lörrach, Deutschland.

6. Payment Conditions

- 6.1 Unless otherwise agreed, our payments shall be made net within thirty (30) calendar days of the later after receipt and/or acceptance of both the invoice and of the products or services, or if paid within fourteen (14) days, with a three percent (3 %) discount ("*Skonto*"). Where early delivery is accepted, the payment period is calculated with respect to the originally scheduled delivery date.
- 6.2 Payment shall be made subject to the verification of the invoice and delivery in due form. Payments do not constitute acknowledgement that the delivery was in accordance with the contract.
- 6.3 In case of any advance payment, we shall be entitled to request a bank guarantee.
- 6.4 No claims against us are allowed to be assigned by Supplier without our prior written approval.

7. Incoming Inspection

- 7.1 Our incoming goods inspections shall occur without undue delay after delivery and shall be limited to visible damages, in particular transport damages and discrepancies in identity or quantity of the products, except as otherwise agreed in writing. We will notify Supplier without undue delay after the incoming inspection. Any further obligation to examination and notification is excluded.
- 7.2 We will notify Supplier of any hidden defects found immediately after they are identified during the ordinary course of business.

8. Warranty / Defects

- 8.1 Supplier warrants that the products, including their package design and labeling, comply with our order and specifications. Our order shall be executed in a professional and proper manner and in accordance with latest professional standards.
- 8.2 Services must be carried out by appropriately qualified personnel with all due care and must be of such quality that we are entitled to expect under all circumstances.
- 8.3 Unless otherwise stated below, the statutory provisions under applicable law for defects as

to quality and defects of title shall apply.

- 8.4 We have the right to select the type of supplementary performance. Place of performance for such remedy shall be the actual location of the products. Only in the event of disproportionate expenses may Supplier refuse the chosen type of supplementary performance.
- 8.5 In the event Supplier fails to commence rectifying the defect despite repeated request to do so, we are in urgent cases entitled to rectify the defect ourselves or have it rectified by a third party at Supplier's cost, in particular to prevent imminent danger or to mitigate greater damages, considering our duty to mitigate damages.
- 8.6 The limitation period for claims for defects shall be three (3) years. The limitation period shall commence upon the date of delivery of the products (per the agreed INCOTERM, transfer of risk). For contracts for services, the warranty period shall start with acceptance of the services by us. In any case, any longer statutory limitation periods shall take precedence.
- 8.7 If supplementary performance occurs through replacement products ("*Nacherfüllung*"), the limitation period for claims for defects for such replacement products shall start anew upon their delivery. In case of supplementary performance by repair of the defective products ("*Nachbesserung*"), the warranty period shall restart from the date of fulfillment of the respective obligation to repair regarding the scope of repair.
- 8.8 Supplier must reimburse all costs we incur as a result of any defective delivery or other defective performance, including transport costs, material costs, labor costs, replacement costs or the cost of an incoming inspection exceeding the ordinary scope.
- 8.9 The following provisions shall apply with priority to Suppliers to whom the United Nations Convention on Contracts for the International Sale of Goods (CISG) applies in accordance with Section 17.5 of these Terms and Conditions:
- 8.9.1 In the event of defects of title for which Supplier is responsible, Supplier shall indemnify us against claims of third parties. If CeramTec or its customers are held liable by a third party for an infringement of utility models, licenses or other industrial property rights and copyrights due to the delivery and use of the products on the basis of services, Supplier shall be obligated to indemnify CeramTec against such claims upon first demand. The indemnification obligation relates to all expenses incurred by CeramTec in connection with the claim. In all respects, CeramTec may assert the remedies under Article 45 et seq. of the CISG for defects of title.
- 8.9.2 On the part of Supplier, the following cases in particular shall constitute a material breach of contract and entitle CeramTec to terminate the contract:
- the delivery of products contrary to the contract if, for factual, legal or other reasons, one of the specifications is not met or the products are not suitable for the intended purpose;
 - the incomplete delivery of the products or the non-conformity of a part of the products for factual, legal or other reasons, if as a result of this one of the specifications is not met or the products are not suitable for the intended purpose.
- 8.9.3 CeramTec shall be entitled to demand rectification within fourteen (14) calendar days after notification of that defect. If Supplier fails to comply within the period, CeramTec shall have the right to rescind the contract.
- 8.9.4 CeramTec shall notify Supplier of any lack of conformity of the products within three (3) weeks after discovery thereof. The notification of the lack of conformity shall be made in writing, whereby a rough description of the lack of conformity shall be sufficient. Supplier may request further specification regarding the lack of conformity from CeramTec.

9. Liability

- 9.1 In the event that any claim is brought against us on the basis of product liability or any similar

inalienable principles of liability and regardless of culpability, Supplier shall indemnify us in respect of any such claims brought by third parties, to the extent that the damage is caused by a defect in the delivered products or services. The principles of Section 254 of the German Civil Code shall apply accordingly as regards compensation for damages between ourselves and Supplier. This shall also apply in case of direct claims on the part of Supplier. Where the cause of the damage lies within Supplier's field of responsibility, Supplier must establish that it has not acted culpably. As far as any such claims are concerned, Supplier shall waive any right to rely on the statute of limitations for as long as any claim may be brought against us. In the cases described above, Supplier shall bear all associated costs and expenses. Beyond this regulation, the statutory provisions shall apply.

- 9.2 Should we and/or our customers be obliged to conduct a recall as a result of products delivered by Supplier and/or we are required to bear the costs of any recall, Supplier shall be required to meet such costs or to indemnify us in respect thereof. This only applies where full or partial fault lies with Supplier; the principles of Section 254 of the German Civil Code shall apply accordingly.
- 9.3 Supplier shall carry extended product liability and recall insurance with coverage of no less than EUR 5 million, such coverage to be reasonably evidenced at our first written request.

10. Force Majeure

- 10.1 "**Force Majeure**" shall be deemed to have occurred if an event beyond the reasonable control of an affected Party, occurs, or an event which was unforeseeable and unavoidable, either of which prevents or delays totally or partially the performance of the affected Party's obligations under its contract with the other Party. Examples of possible Force Majeure events are fire, environmental disasters, war, acts of terror, acts of the executive, legislative or courts, strike, lock out or labor disputes, civil unrest or disturbance, pandemics or epidemics, cyber attacks, energy shortages or disturbances of global logistics and supply chains.
- 10.2 If a Force Majeure event prevents a Party from, or delays, meeting a material obligation under its contract with the other Party, the affected Party shall promptly so inform the other Party in writing, indicating the reason for, and expected duration of, the Force Majeure event. Upon such notice, the Parties shall attempt to adjust the contract to achieve as much of the intended purpose originally intended as possible. A Force Majeure event shall excuse the affected Party's failure to perform or timely to perform for the duration of the Force Majeure event; provided however, if the Force Majeure event continues for more than six (6) months, the contract between the Parties may be terminated by either Party by written notice without the need for any further legal or judicial action nor any payment of compensation to the other Party.

11. Intellectual Property Rights

- 11.1 Supplier warrants that the products or services do not infringe on any third party's patent, trademark, copyright or other intellectual property rights (collectively, "**IPR**").
- 11.2 Supplier shall be liable for any claim which arises out of the infringement of any IPR by the sale or use, unless Supplier is not responsible for such infringement of the products or services in accordance with the Purchase Order. Supplier shall hold harmless and indemnify CeramTec, its affiliates, directors, officers, shareholders and customers ("**Indemnitees**") from all liabilities resulting from such sale or use, unless Supplier is not responsible for such infringement. Supplier at its cost will defend all suits and actions which may be brought by a third party against us or our customers for alleged infringement of any IPR or other proprietary interest from the sale or use of the products or services sold hereunder, if Supplier is responsible for such infringement.

11.3 We shall have an unlimited, global, royalty-free, non-exclusive, sub-licensable and transferable right for all categories of use with respect to work products resulting from services sold under the Purchase Order. If such work products are protected by copyrights, CeramTec hereby receives, and if Supplier is not the owner, Supplier will procure that CeramTec receives, an express right to alter, utilize, reproduce, publish or translate the work products and disseminate the altered products.

12. Performance of Services at CeramTec's Premises

Persons who work on our premises in fulfillment of a contract must observe the applicable statutory laws and regulations as well as our applicable work and safety rules. Supplier shall be responsible for the instruction and safety of its employees and subcontractors as well as for the elimination of risk for third parties. Supplier shall only use suitable and sufficiently qualified employees and safe working equipment on our premises. Any accidents occurring on our premises must be reported to us immediately in writing. Our liability for any accidents shall be excluded, unless such liability results from willful or grossly negligent breach by our legal representatives or vicarious agents of any obligation incumbent upon them.

13. Confidentiality and Documentation

- 13.1 Supplier shall treat as confidential all non-public information of a technical and commercial nature made available by us as far as third parties are concerned and use such information solely as required to deliver the products or services under a contract with us. We reserve all our rights with respect to such information.
- 13.2 We retain ownership and all other rights to this information, in particular to all drawings, drafts, samples and models, modules, specifications, internal company data, tools etc. that we may make available to Supplier for the purposes of tendering for, or performing under, a Purchase Order. Such items shall be retained with the due care and diligence exercised by a prudent businessperson and may only be used in connection with our Purchase Orders. The items which are produced using the material made available by us or on the basis of our confidential information or with our tools or duplicated tools, must neither be used by Supplier itself nor be offered or delivered to third parties.
- 13.3 At our request, any information made available by us (including copies, records, etc.) and items provided on loan must be immediately returned to us or destroyed, at our sole discretion, by Supplier at its own expense.
- 13.4 The confidentiality obligation does not apply if Supplier proves that the information was already known to it prior to the commencement of the contractual relationship or was generally known or generally accessible prior to the commencement of the contractual relationship or becomes generally known or accessible through no fault of Supplier. The burden of proof shall be on Supplier.

14. Compliance with Laws and Regulations

- 14.1 Supplier must comply with all applicable laws and regulations ("**Applicable Regulations**"). Supplier will also comply with the principles underlying CeramTec's Code of Conduct as amended from time to time (www.ceramtec-group.com) as well as the CeramTec Group Supplier Standards (www.ceramtec-group.com). In particular:
- 14.1.1 Supplier will implement all necessary measures in order to prevent corruption in its business dealings in general, but particularly as related to the performance of its obligations under its contract with us. Supplier will ensure by organizational measures that Supplier, its personnel, owners, officers, directors, suppliers or any third party with whom Supplier is engaged in business when acting in any capacity related to us, strictly comply in all material respects with any applicable anticorruption regulations including

the U.S. Foreign Corrupt Practices Act. This means, but is not limited to, (1) refraining from bribing anyone, or accepting bribes from, anyone both in the public and private context, (2) maintaining accurate books and records, and (3) establishing an effective system of controls to prevent corruption and bribes.

- 14.1.2 Supplier will comply with applicable export control and trade sanctions laws, regulations, rules and licences, including without limit those of the U.S., and the E.U. ("**Export Control and Sanctions Rules**") and agrees that it alone is responsible for ensuring its compliance with Export Control and Sanctions Rules. Supplier will not do anything which would cause us to be in breach of Export Control and Sanctions Rules. Supplier will inform us of any requirements for (re-)export of its products under Export Control and Sanctions Rules, as well as any export and customs provisions of the country of origin of its products. To this end, Supplier in its quotation, order confirmation and invoice will provide at a minimum the following information: The export list number according to Annex AL to the German Export Directive or comparable list positions of applicable export lists; for US products the ECCN (Export Control Classification Number) according to U.S. Export Administration Regulations (EAR); the origin of its products and the components of its products according to trade regulations, including technology and software, whether the products were transported through the USA, manufactured or stored in the USA or produced with U.S. technology, the statistical goods number (HS Code) of its products, and a contact person at the Supplier who may answer questions regarding the applicability of the Export Control and Sanctions Rules to the products. At our request, Supplier will inform us in writing of any and all other export data regarding the products that we may request, and shall inform us of any relevant changes regarding the information set out above. Finally, Supplier must comply with the obligations imposed on Authorized Economic Operators (AEO).
- 14.2 Failure by Supplier to comply with any part of this clause shall constitute a material breach of the contract. We reserve the right to cancel any order at our sole discretion if we reasonably believe that Supplier is not in compliance with this clause. Supplier will provide us or our agents with access to Supplier's premises during normal business hours to examine and/or copy all records reasonably requested by us or otherwise relevant to determine whether Supplier is in compliance with the requirements of this clause. Alternatively, Supplier may request that an independent third party appointed by us performs such audit. Should Supplier (or its staff, management or contractors) breach the duties and representations set out above, or in the event we receive credible information that Supplier has acted in violation of Applicable Regulations, we are entitled to terminate the contract in writing for cause without notice and, if applicable, may report to and coordinate with competent criminal prosecution authorities in such matter. Claims for damages by us remain reserved. We hereby exclude any kind of liability for non-compliance by Supplier with this clause. Supplier shall protect, indemnify and hold harmless CeramTec from any fines, losses and liabilities incurred by us as a result of the breach of Supplier of any terms of this clause or arising out of any act or omission by Supplier in connection with its obligations under this clause.
- 14.3 Supplier is responsible for ensuring that its products comply with the conditions of the REACH Regulation (EC) No. 1907/2006 as amended. In particular, Supplier shall ensure that the products supplied by it comply, as far as relevant, with the requirements of the following directives and regulations without restriction: RoHS 2011/65/EU, VDA List 232-101 for declarable substances, IMDS (= International Material Data System), CLP Directive (EC) No. 1272/2008, GADSL (= Global Automotive Declarable Substance List), End of Life Vehicles Directive 2000/53/EC (ELV = End of Life Vehicles), EC Directive 2003/11/EC (use of brominated flame retardants) as amended. Supplier shall comply with all notification, approval, registration and licensing obligations under this regulation. If obligations remain for CeramTec as a result of Supplier's failure to properly fulfill its obligations, Supplier shall

indemnify CeramTec against the costs incurred, unless Supplier is not responsible for the failure to properly fulfill its obligations. Supplier must properly, completely and timely fulfill the labeling and information obligations applicable to the delivered products without any further request. In addition, Supplier shall provide CeramTec with the safety data sheets pursuant to Regulation (EC) No. 1907/2006 (REACH) without request prior to the first delivery. This information is an essential condition of the products.

- 14.4 Supplier shall comply with the conditions specified in Section 1502 of the "Wall Street Reform and Consumer Protection Act" ("Dodd-Frank Act") regarding conflict minerals (including tin, gold, tungsten, tantalum = "conflict minerals"). If conflict minerals are required within the framework of the manufacture or function of the products delivered by Supplier, their origin must be disclosed. Only conflict minerals from certified smelters ("CFSI Compliant Smelter" list) may be used.
- 14.5 Supplier warrants that the products have been tested in accordance with the requirements of the respective applicable EC directives and EC safety standards and will only be delivered in tested design. Supplier shall provide CeramTec with the legally binding signed Declaration of Conformity (CE Declaration) and a Certificate of Origin for the products prior to the first delivery. Supplier shall notify CeramTec in writing without undue delay and without being requested to do so, if the information in the declaration of conformity or the certificate of origin for the products is no longer applicable.
- 14.6 Supplier is obliged to declare the substances contained in the products (indication of CAS numbers and weight percentages in the homogeneous material), as far as these substances are listed in one of the following regulations: Chemicals Prohibition Ordinance (implementation of Directive 76/779/EEC and its amendments, Electrical and Electronic Equipment Act (implementation of Directive 2002/95/EC and Directive 2002/96/EC), CFC-Halon Prohibition Ordinance (implementation of Regulation (EC) 2037/2000) and Ceramic Fibers Ordinance.

15. Social Responsibility / UN Global Compact / Minimum Wage

- 15.1 In addition to complying with Applicable Regulations, Supplier undertakes to take ownership and fully comply with the principles of the UN Global Compact ensuring that all activities carried out by its own personnel, or that of permitted sub-contractors, comply with the UN Global Compact's principles, including but not limited to:

Human Rights

Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and

Principle 2: make sure that they are not complicit in human rights abuses.

Labour

Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;

Principle 4: the elimination of all forms of forced and compulsory labour;

Principle 5: the effective abolition of child labour; and

Principle 6: the elimination of discrimination in respect of employment and occupation.

Environment

Principle 7: Businesses should support a precautionary approach to environmental challenges;

Principle 8: undertake initiatives to promote greater environmental responsibility; and

Principle 9: encourage the development and diffusion of environmentally friendly technologies.

Anti-Corruption

Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

Quoted from (<https://www.unglobalcompact.org/what-is-gc/mission/principles>)

- 15.2 In addition, Supplier shall always and promptly pay its employees who work on the performance of the delivery in the territory of the Federal Republic of Germany, at least the statutorily prescribed minimum wage according to Section 1 German Minimum Wage Act (*MiLoG*) for the duration of their work in the territory of the Federal Republic of Germany and shall also comply with the other relevant duties under *MiLoG*.
- 15.3 Supplier is only permitted to engage subcontractors after our prior written consent. Supplier shall assume all costs incurred by us because of a claim according to section 13 *MiLoG* due to a breach of the *MiLoG* by Supplier or by Supplier's subcontractors.
- 15.4 If Supplier breaches the *MiLoG* and/or principles under the UN Global Compact, we reserve the right to withdraw from the contract with immediate effect or to terminate the contract. Insofar as the correction of such a breach is possible, this right may only be exercised after unsuccessful expiration of a reasonable period for the breach to be corrected.
- 15.5 Supplier undertakes to comply with applicable current legislation, be bound by the above-mentioned principles, and undertakes to inform us of any situation which may result in failure to fulfil these principles, as well as the plan to remedy such situations.
- 15.6 For the term of any contract created under these Terms Supplier permits us to verify the degree of compliance with the requirements of this clause. We may terminate the respective contract with Supplier if Supplier is actually aware, or should have been aware, that Supplier or its subcontractors have violated any of the above-mentioned principles.

16. Privacy

- 16.1 The Parties must observe the statutory provisions on data protection, in particular the EU General Data Protection Regulation (GDPR) in the execution of the contract and to impose compliance with these provisions on their employees.

- 16.2 The Parties shall process the personal data received exclusively for the purpose of fulfilling the contract and shall protect them by means of security measures (Art. 32 GDPR) adapted to the current state of the art. The Parties must delete the personal data as soon as their processing is no longer necessary. Any statutory retention obligations remain unaffected by this.
- 16.3 Should one Party process personal data on behalf of the other Party within the scope of the execution of the contract, the Parties shall conclude Standard Clauses on processing in accordance with Art. 28 GDPR.

17. Use of Artificial Intelligence (“AI”)

- 17.1 Supplier will disclose to us any and all AI applications utilized in the production of Goods or the provision of Services hereunder and refrain from using such AI until and unless Supplier has received our written consent (“**Permitted AI Use**”).
- 17.2 In its Permitted AI Use, Supplier will strictly refrain from using any of our information considered confidential in accordance with section 13, whether during the term of our business relationship or thereafter.
- 17.3 Supplier will further comply with all applicable laws and regulations pertaining to the use of AI.
- 17.4 Supplier shall be liable for any consequences.
- 17.5 AI embedded in common office software utilized by Supplier (“**Embedded AI**”) shall be excluded from Supplier’s obligations under subsection 1.

18. General Conditions

- 18.1 References to business relationships with us for advertising and other purposes require our prior written consent.
- 18.2 Place of performance is the respective location, where the products are to be correctly delivered to or services rendered.
- 18.3 Counterclaims of Supplier shall only entitle Supplier to set-off if such claims have been finally adjudicated or are undisputed. Supplier may only assert a right of retention if its counterclaim is based on the same contractual relationship.
- 18.4 If a condition of these Terms or of other agreements concluded is held by a court of competent jurisdiction to be invalid, this shall not affect the validity of the remaining terms. The Parties shall replace the invalid condition with a condition that comes as close as possible to its intended economic result.
- 18.5 In relation to Suppliers with their registered office in Germany and with their registered office in a state which has not ratified the CISG, the law of the Federal Republic of Germany shall apply to the contractual relationship between us and Supplier, excluding the CISG. The CISG shall apply to Suppliers domiciled in a country that has ratified the CISG. If in such a case certain legal relationships and/or legal issues are not regulated either in this contract or in the CISG, the substantive law of the Federal Republic of Germany shall apply in addition.
- 18.6 The German language governs these Terms and determines their interpretation and meaning. Any translation into any other language (including this English version) is for convenience only.
- 18.7 In the event any dispute arises between CeramTec and a Supplier with a registered office/seat in the European Union regarding any dispute, controversy or claim arising out of or relating to these Terms, or the breach, termination or invalidity thereof, such dispute shall be brought exclusively before a German court with jurisdiction over the CeramTec Party’s seat. Notwithstanding anything herein contained to the contrary, CeramTec shall expressly be permitted to conduct legal actions against Supplier in any court with jurisdiction over Supplier’s headquarter or branch office, as well as in a court with jurisdiction over the place

of performance.

In the event any dispute arises between CeramTec and a Supplier with a registered office/seat outside of the European Union regarding any dispute, controversy or claim arising out of or relating to these Terms, or the breach, termination or invalidity thereof, such dispute shall be finally and exclusively decided in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts. The arbitration tribunal shall be composed of one arbitrator. The seat of arbitration shall be Stuttgart and the language of arbitration shall be English. Each party shall bear its own costs.