

## General Terms and Conditions for the Procurement of Goods, Services and Works

### 1. Scope

- 1.1 These General Terms and Conditions ("**GTC**") shall apply to the procurement of goods, services and work performances (including software and data) (each hereinafter referred to synonymously as "**Service**", "**Services**" or "**Goods**").
- 1.2 "**BSH**" means the company of the BSH Group that procures Services in the specific individual case on the basis of these GTC.
- 1.3 "**Contractor**" means the party that undertakes to BSH to provide the Service.
- 1.4 The GTC apply exclusively to contractors who provide the Service in the exercise of their commercial or independent professional activity (entrepreneurs).
- 1.5 Deviating terms and conditions of the Contractor shall only apply if and insofar as BSH expressly acknowledges them in writing. BSH's silence with regard to deviating terms and conditions shall not be deemed to be recognition or consent, even if BSH accepts a Service without reservation in the knowledge of such.
- 1.6 In addition to these GTC, BSH's Special Terms and Conditions ("**STC**") may be included, depending on the Services ordered in each case.
- 1.7 Legally binding declarations by BSH within the scope of the contractual relationship must be in writing. Unless a stricter form is prescribed by law, written form requirements ("in writing") in these GTC shall be met by e-mail or another form of remote data transmission. The priority of the individual agreement in any form remains unaffected.

### 2. Order

- 2.1 Orders shall be placed in writing (without signature) from the BSH Order Centers. Changes to the order or other agreements must be made in writing.
- 2.2 Orders shall be deemed accepted if the Contractor does not object in writing within 5 calendar days, insofar as BSH has expressly pointed out this legal consequence in the order/call-off.

### 3. Delivery / Transfer of risk / Packaging material

- 3.1 Unless otherwise agreed, the Contractor's Services shall be understood as delivered duty unpaid (DAP Incoterms 2020) to the agreed receiving points, including packaging. The Contractor shall coordinate the mode of transport with BSH.
- 3.2 In accordance with the agreed DAP Incoterms 2020, the risk shall pass upon delivery of the Goods. In deviation from this, the risk shall pass upon acceptance in the case of deliveries that also include the installation or assembly of the Goods, as well as other Services to be accepted. If acceptance is culpably delayed by BSH, the time of readiness for acceptance shall be decisive for such deliveries.
- 3.3 Upon delivery of the Services, the Contractor shall provide BSH with all documents (in English and the local language version of the place of installation) that are necessary for the safe operation and/or that are listed in the respective specification.

### 4. Provision of services and work

- 4.1 The Contractor shall perform its Services in its own name and for its own account as an independent contractor. He shall not be subject to

any instructions from BSH in the performance of his work. No employment relationship shall be established between the parties. The Contractor shall not be authorized to represent BSH in legal transactions.

- 4.2 The Contractor may - unless personal performance by him has been agreed - use third parties for the performance of Services. This shall not apply if there is an important reason for the exclusion of a third party used. An important reason exists in particular, inter alia, if the third parties used by the Contractor do not have the necessary qualifications and professional experience required for the contractual performance of the Services or if the prerequisites under data protection law for the use of the third parties do not exist.
- 4.3 If the Contractor performs safety-relevant Services on BSH's premises, it must carry out a corresponding risk assessment and make this available to BSH. Any work equipment or systems requiring monitoring must have undergone the necessary tests. If hazardous substances are handled, the relevant safety data sheets must be kept on hand during the performance of the Service.
- 4.4 Insofar as documents are required for the use of the contractual Service, the Contractor shall hand them over to BSH, even if this is not expressly agreed.
- 4.5 The Contractor shall ensure that only employees and subcontractors are employed who are not covered by national and/or international sanctions lists.
- 4.6 The provisions of this sec. 4 shall also apply to deliveries which include the insertion, installation or assembly of the Goods.

### 5. Acceptance of work performances

- 5.1 In the case of work performances, BSH and the Contractor shall agree on an acceptance date. If no acceptance date is agreed, acceptance shall take place after completion of the work.
- 5.2 Work performances shall be subjected to an acceptance test after provision by the Contractor. BSH shall declare acceptance of the performance after completion of the acceptance test, provided that the performance is free of Defects.
- 5.3 Silent acceptance is expressly excluded. Acceptance shall be made in writing. An exception to this is the case in which BSH uses the work provided commercially for more than 14 calendar days for the intended purpose outside of agreed test processes and/or procedures.

### 6. Change Request / Additional Expenses

- 6.1 BSH shall be entitled to request changes to the object of performance even after conclusion of the contract if the deviations are technically and logistically reasonable for the Contractor, taking into account the Contractor's business object and know-how as well as the Contractor's order situation when viewed objectively. The Contractor shall examine BSH's change request without delay and notify BSH of its effect in writing without delay. This duty of notification shall include a statement as to whether the requested changes are at all technically and/or logistically possible and relevant, as well as a statement as to the effects of the change requests on the contract structure agreed up to that point, such as the concept, deadlines, dates, acceptance modalities and remuneration in the form of a quotation. BSH shall then immediately decide on the implementation of the changes vis-à-vis the Contractor.
- 6.2 With the positive decision and the agreement on the changes of the contract conditions the change of the order becomes part of the contract.
- 6.3 In the event of technical and for the Contractor economically insignificant requests for changes by BSH with regard to the subject matter

of the contract or the execution of the contract, the Contractor may not demand a change of the contract conditions.

- 6.4** Additional expenses shall only be reimbursed and additional remuneration shall only be paid if payment has been expressly agreed.

## **7. Remuneration**

- 7.1** BSH shall pay the Contractor the agreed remuneration. Unless otherwise agreed, the agreed remuneration shall include all Services to be rendered by the Contractor and other related expenses as well as the transfer and/or granting of rights pursuant to sec. 13..
- 7.2** Travel expenses will only be reimbursed if expressly agreed in writing. Reimbursement shall only be made upon proper invoicing and submission of copies of receipts. Exceptions to this require the prior written consent of BSH.

## **8. Payments and invoices**

- 8.1** Unless otherwise agreed, payments shall be made net without discount after 30 calendar days. The payment period shall commence as soon as the Service has been fully performed (and - in the case of work performances - accepted by BSH) and the properly issued invoice has been received by BSH. An invoice shall only be deemed to have been properly issued if it complies with the statutory provisions and the BSH purchase order number is stated.
- 8.2** Payments do not imply acceptance of the Services by BSH as being in accordance with the contract.
- 8.3** The Contractor shall be responsible for the proper taxation of all payments made by BSH. The remuneration shall be paid plus statutory value added tax if and to the extent that the Services are subject to value added tax and provided that the Contractor issues a proper invoice in accordance with the provisions of the applicable value added tax law. If it transpires that the Services are not subject to value added tax or are exempted from such tax, the Contractor shall immediately reimburse BSH for the wrongly paid value added tax, waiving the plea of discharge.
- 8.4** Insofar as the remuneration is subject to withholding tax under the applicable tax law, BSH shall withhold the statutory taxes and pay them to the competent authority. In cases where tax exemption or a reduced tax rate applies to the remuneration obtained under the applicable double taxation treaty, the Contractor shall act in accordance with the prescribed procedure for applying for exemption or reduction to the extent required. The Contractor shall provide BSH with a tax certificate and other appropriate documents, if required in accordance with the relevant regulations of the country in which the contracting BSH company is located.

## **9. Delay**

- 9.1** Agreed dates and deadlines are binding. Unless otherwise agreed, the statutory default provisions shall apply.
- 9.2** In the event of a foreseeable delay in Service or its quality not being in accordance with the contract, the Contractor shall notify BSH in writing without delay, offer remedial measures and obtain BSH's decision. This shall also apply if the Contractor is not responsible for the delay. Acceptance of the delayed Service shall not constitute a waiver of claims for compensation.

## **10. Incoming goods inspection, notification of Defects**

- 10.1** Notwithstanding the statutory provisions, BSH shall inspect the Goods after receipt of the delivery only with regard to quantity and identity and for any transport damage. Obvious Defects shall be reported immediately in the ordinary course of business after receipt

of the Goods; hidden Defects at the latest within 2 weeks after discovery.

- 10.2** If, due to the detection of individual Defects, it is necessary to carry out an inspection of the Goods that exceeds the usual scope of an incoming goods inspection, the Contractor shall bear the costs for this.

## **11. Defects / Non-performance or poor performance / Limitation period**

- 11.1** In the event of a defective Service (material defect or defect in title) or non-performance or poor performance ("Defect"), the Contractor shall be liable in accordance with the following provisions:
- 11.2** The Contractor shall, at the discretion of BSH, either remedy the Defect within a reasonable deadline at its own expense or provide its Services free of Defects. If the deadline expires unsuccessfully, BSH may rescind or terminate the contract, reduce the remuneration appropriately, remedy the Defect or have it remedied at the Contractor's expense, or make a replacement purchase and demand damages in lieu of performance.
- 11.3** In urgent cases, in particular to avert acute danger or avoid major damage, BSH shall be entitled to remedy the identified Defect itself or have it remedied by third parties at the Contractor's expense without setting a deadline.
- 11.4** In the event of subsequent performance, the Contractor shall bear all expenses necessary for the purpose of subsequent performance, in particular transport, travel, labor and material costs as well as removal and installation costs. The Contractor shall bear the costs and risk of returning defective Goods.
- 11.5** The limitation period for defect rights shall be governed by the statutory provisions. It begins with the transfer of risk in the case of purchase contracts and the acceptance of the performance in the case of contracts for work performances or deliveries with installation and/or assembly. The notice of Defect interrupts the limitation period with regard to the defective performance. After the Defect has been remedied, the limitation period for the performance concerned shall continue to run. BSH reserves the right to assert other statutory claims due to a defect as well as further claims for damages.

## **12. Environmental clause**

- 12.1** The Services must be provided in compliance with the respective environmental and health protection regulations applicable to the market concerned ("Target market") (e.g. regulations of the European Union and their national implementations, in particular Regulation (EC) No. 1907/2006 ("REACH"), Annexes XIV and XVII on restrictions of hazardous substances) as well as the resulting declaration and information obligations (e.g. according to Article 33 REACH).
- 12.2** The Contractor shall also ensure the conformity of the Services with the legislation in force in the Target market (e.g. with the essential requirements and assessment procedures laid down by Community European legislation for the Goods).

## **13. Property rights and copyrights, Work results**

- 13.1** The Contractor undertakes to provide the Service free of third party rights that exclude or impair the contractual use of the Service by BSH and warrants that it has the authority to transfer or grant corresponding rights of use to BSH. Sentence 1 shall also apply with regard to the Work results in accordance with sec. 13.4.
- 13.2** Should third parties assert claims against BSH and/or its customers based on the infringement of third party rights due to the contractual use of the Services, the Contractor shall indemnify BSH and/or its customers against these claims upon first request and compensate BSH

and/or its customers for the entire damage incurred (including the costs of a reasonable legal defense).

- 13.3** If BSH or its customers are prohibited from using the Services in accordance with the contract due to an infringement of third party rights, the Contractor shall, at its own expense and at BSH's discretion, acquire from the rights holder the rights required for use in accordance with the contract or take back the Services provided and reimburse BSH for the remuneration paid.
- 13.4** The Contractor undertakes to notify BSH of all Work results immediately after they arise and to hand them over in the form requested by BSH. "**Work results**" are all results and findings, including results capable of being protected by property rights, which arise in the course of the performance of the Service owed, in particular the works to be created, intermediate and/or by-product results, raw materials, objects, concepts, graphics, sketches, reports, documents, software (in object and source code format) and the associated documentation.
- 13.5** The parties agree that BSH is entitled to all rights to the Work results. The Contractor hereby transfers all rights to the Work results to BSH upon their creation. Insofar as the rights to the Work results are not transferable, the Contractor shall grant BSH the irrevocable, exclusive, transferable, sublicensable right, unlimited in time, place and content, to use and exploit the Work results itself or through third parties in all conceivable ways of use - whether already known or as yet unknown. The right of use includes, in particular, the right to reproduce, distribute, edit, modify, publish, exhibit, lecture, perform and demonstrate, the right to rent, the broadcasting right, the right to reproduce by means of image and/or sound carriers, the right to reproduce radio broadcasts, the right to make available to the public and non-public (e.g. Internet or Intranet), the transmission and licensing right as well as the right to store the Work results in any form.
- 13.6** To the extent that standard software is delivered as part of the Work results, sec. 13.5 shall apply with the proviso that the rights of use must be granted on a non-exclusive basis so that BSH is enabled to use the Work results to the contractually agreed extent. The defect rights under this contract shall also apply to such standard software.
- 13.7** The Contractor waives the right to be named as the author or co-author of the Work results and the right of access to the software. The obligation to indicate the source shall not apply. The Contractor shall ensure that its employees, other staff and third parties used to provide the contractually owed Services declare a corresponding waiver of their rights and shall submit the waivers to BSH upon request.
- 13.8** Insofar as the Work results contain protectable ideas, the Contractor shall immediately inform BSH thereof in writing. BSH shall be solely entitled to use, exploit, transfer, register for intellectual property rights in any country, maintain or abandon such intellectual property rights in any manner it sees fit. Insofar as BSH requires declarations, documents or other support from the Contractor for the registration, processing and/or defense of such property rights, the Contractor shall provide and grant these to BSH without delay and free of charge upon request.
- 13.9** Any and all claims made pursuant to this sec. 13 shall be compensated with the contractually owed remuneration.
- 13.10** If the Work results to be created are software essential for the operation of BSH, the Contractor shall, at the written request of BSH, deposit the source code of the most current version of the software (including the associated documentation) with a depository to be named by BSH at BSH's expense (escrow).

#### 14. Free and Open Source Software

- 14.1** "**Free and Open Source Software**" ("**FOSS**") means any software that (i) has been licensed under license terms that are recognized as open source software by the Open Source Initiative or the Free Software

Foundation and listed as such on their respective websites and/or (ii) has been licensed royalty-free by the respective rights holder to any user pursuant to an agreement that includes the right to edit and distribute such software and that permits distribution of or access to the software only if certain materials or information (e.g., license text, copyright or proprietary notices, source code, or written offers thereto) or links to the materials or information (hereinafter "**Additional FOSS Materials**") are included with or otherwise openly distributed with the software (e.g., license text, copyright or proprietary notices, source code or written proposals therefor) or links to the materials or information (hereinafter "**Additional FOSS Materials**") are provided or otherwise disclosed with the Software.

- 14.2** The Contractor undertakes that its Service shall only contain FOSS whose use has been approved in writing in advance by BSH. There shall be no obligation to use FOSS.
- 14.3** If Contractor uses released FOSS, Contractor shall be obligated to fulfill the obligations arising from the respective license terms of the FOSS and to provide BSH with a complete list of the names and version numbers of the applicable license terms as well as the FOSS components used, the associated license texts and the complete corresponding source code of the FOSS components as well as all additional FOSS materials. A link to the additional FOSS materials is not sufficient. The complete corresponding source code is the source code of the software handed over by Contractor, including the information required for compiling and installing the software, which enables BSH to create a rebuild of the software itself.
- 14.4** The defect rights under the contract shall also apply to the software components and shall apply irrespective of whether the software is FOSS or a proprietary development or other third-party software.

#### 15. Insurance

The Contractor undertakes to adequately insure the liability risks in connection with the performance of the Services by means of suitable liability insurance policies customary in its industry at its own expense in terms of reason and amount and to provide BSH with evidence thereof upon request. The Contractor's liability shall not be limited by the conclusion of insurance policies.

#### 16. Provision of documents, objects, material

- 16.1** Documents and/or items provided shall remain the property of BSH and shall be stored separately free of charge, marked and managed as property of BSH. Software provided may not be reverse engineered (exclusion of reverse engineering). The supply or provision of information shall not constitute a transfer of intellectual property. Their use is only permitted for the fulfillment of Services owed. In the event of culpable impairment or loss, the Contractor shall provide compensation.
- 16.2** Tools, molds, samples, models, profiles, drawings, test specifications, standard sheets, print templates and gauges provided by BSH, as well as items manufactured thereafter, may not be passed on to third parties or used for purposes other than the contractual purposes without the written consent of BSH. They shall be secured against unauthorized inspection and use. Subject to further rights, BSH may demand their return in particular if the Contractor violates these obligations.
- 16.3** If BSH provides material or parts to the Contractor free of charge or at a charge, BSH shall retain title thereto (reserved goods). Processing or transformation by the Contractor shall be carried out for BSH. If goods subject to retention of title are processed with other items not belonging to BSH, BSH shall acquire co-ownership of the new item in the ratio of the gross value of its provided item to the other processed items at the time of processing. Sec. 16.1 shall apply accordingly.

## 17. Confidentiality / Return of items

**17.1** The Contractor shall treat all information and data (including drawings, documents and data carriers), knowledge, experience and know-how as well as all contractual contents obtained from and via BSH within the scope of the business relationship as confidential vis-à-vis unauthorized third parties, as long as and to the extent that such information has not lawfully become generally known, a statutory or official obligation to disclose exists or BSH has consented in writing to disclosure in individual cases ("**Confidential Information**"). The Contractor shall use the Confidential Information exclusively for the purposes required for the provision of the Services. This confidentiality obligation is valid for duration of contractual relationship and expires after 3 years after termination of the contractual relationship.

**17.2** The Contractor undertakes to store all Confidential Information in its possession, all documents relating to the business operations of BSH or its affiliated companies and other items in its possession, in particular files, documents, electronically stored data and keys, so carefully that they cannot fall into the hands of unauthorized third parties. All items shall be surrendered to BSH upon request at any time, at the latest upon termination of the contractual relationship, without being asked to do so, or shall be destroyed. In the event of data transmitted by BSH to the Contractor, BSH shall also have a claim against the Contractor for the issuance of a declaration about the cessation of data processing for BSH.

**17.3** The Contractor shall impose a written obligation corresponding to this Section 17 on those third parties it uses in the performance of the Services in compliance with Sec. 4.2 and shall provide evidence thereof to BSH upon request.

## 18. Data protection / Information security

**18.1** To the extent that the provision of Services by the Contractor also includes the processing of personal data, the Contractor shall comply with the respective statutory provisions on data protection. Since the Contractor may act (in part) as a processor when processing this personal data, but also as an independent controller with regard to this processing of personal data, depending on the type of processing, the Parties agree on the following data protection-specific regulations:

### 18.2 Data processing as a processor

**18.2.1** The Parties agree, in addition to these GTC, on a data processing agreement ("DPA") with regard to the processing of personal data provided by the Contractor on behalf of BSH under this Agreement ("Commissioned Processing").

**18.2.2** The STC DPA (**Attachment A**) and the DPA Service Description (**Attachment A1**) provided by BSH and thus included form an DPA as an integral part of this Agreement. As part of this GPC, the Parties have specified the type and purpose of the intended commissioned processing of data, the type of data and the categories of data subjects on an order-specific basis in Attachment A1 to this DPA ("DPA Service Description").

### 18.3 Data processing as an independent controller

If the Contractor processes personal data under this Agreement as an **independent** personal data **controller**, the specific data processing principles set forth in **Attachment A2** to the DPA shall apply.

### 18.4 Specific liability in the context of data protection

**18.4.1** Each party shall be liable to the data subject and the data subject shall be entitled to compensation for any material or immaterial damage caused by the party to the data subject

as a result of a breach of the third party beneficiary's rights under these data protection clauses. Insofar as the contractual relationship is carried out within the scope of the GDPR, the liability principles of Article 82 GDPR shall apply and these shall to that extent take precedence over the general liability clauses in this Agreement.

**18.4.2** The Contractor may not rely on the conduct of a sub-processor to avoid its own liability.

**18.5** The Contractor shall establish and maintain a suitable and appropriate level of information security in its company in accordance with the respective current state of the art as well as norms, standards, processes and methods customary in the industry (including suitable technical, organizational and operational measures) in order to

- protect the confidentiality, availability, authenticity and integrity of all data and systems related to the performance of the contract;
- adequately protect personal data (in particular in the context of commissioned processing) against loss, alteration, disclosure or access by unauthorized third parties;
- Preventing, identifying, assessing and remedying IT security risks in supplies and services that may arise in particular from vulnerabilities or malware; and
- Prevent, identify, assess, and remediate IT security risks in IT interfaces.

This can be done, for example, through access controls; immediate application of available security updates; security by design/default; end-point security measures; and encryption technologies.

**18.6** The Contractor shall guarantee the IT security of the Services beyond the time of the passing of risk, but at least for the agreed service life or during the agreed period of Services. If no specific service life has been agreed, the Contractor shall guarantee the IT security of the Services for a reasonable period of time that can reasonably be expected in accordance with the respective purpose of the contract.

**18.7** The Contractor shall inform BSH without delay and free of charge of all IT security-related events that have occurred or are suspected (e.g. security breaches, data losses, incidents, threats, infestation by malware, data misuse, data leaks or cyber attacks) that affect the Contractor's operations or the Services ("**Security Breaches**") at the e-mail address security@bosch.com. This shall only apply if and to the extent that BSH may actually or probably be affected thereby. The Contractor shall remedy such Security Breaches relevant to BSH without delay and take appropriate measures to prevent a renewed Security Breach.

**18.8** The Contractor shall ensure that all employees and subcontractors who have access to the data and systems or are used in the performance of the contract are appropriately trained and sensitized and comply with the IT security specifications and data protection specifications of these GTC.

**18.9** A breach of the obligations under this sec. 18 entitles BSH to terminate the contract without notice.

**18.10** If employees of the Contractor access BSH systems, BSH reserves the right to implement measures to detect and prevent misuse in order to protect BSH's IT systems, if necessary also by inspecting personal data of the accessing employees of the Contractor (e.g. individual identification and name, contact data). The Contractor shall support BSH to a reasonable extent in these measures (in particular to ensure the legality of the use of this data by BSH).

## 19. Foreign Trade

**19.1** The Contractor shall inform BSH in writing of any requirements or restrictions for the (re-)export of the Goods (goods, software and technology) according to applicable export control and customs regulations as well as the export control and customs regulations of the country of origin of the Goods.

For Goods subject to licensing or restrictions, the following information must be sent to [eco@bshg.com](mailto:eco@bshg.com) in a timely manner prior to the first shipment: BSH Material Number, Description of Goods, All applicable Export List Numbers including Export Control Classification Number (ECCN) as per U.S. Commerce Control List, Commercial and Preferential Origin, Commodity Statistical Number (HS Code) and a contact person in Contractor's company for clarification of any queries.

The Contractor shall provide BSH with the ECCN (including EAR99) for all Goods subject to US (re-) export control regulations. The Contractor shall notify BSH immediately about any changes regarding the above mentioned information (including ECCN) applicable to the Goods delivered to BSH resulting from technical or changes in statutory law or due to any official statement of a regulatory body.

**19.2** The Contractor is obliged to take appropriate supply chain security measures in accordance with its business model as defined by the WCO SAFE Framework of Standards and to support BSH in taking necessary measures to maintain the authorization as Authorized Economic Operator (AEO). The Contractor is obliged to provide appropriate evidence, e.g. through authorizations or declarations, e.g. security declarations, declarations within the scope of C-TPAT or similar programs. BSH or a third party instructed by BSH shall be entitled to verify the Contractor's evidence as set forth under this clause at the Contractor's premises.

**19.3** The Contractor is obliged to notify BSH of the respective prescribed preferential origin for the Goods in a binding manner. For deliveries of Goods within the European Union (EU), the Contractor shall issue a long-term supplier's declaration in accordance with the applicable EU implementing regulation as requested by BSH. For deliveries of Goods from a free trade agreement/preferential agreement country, he shall issue the respective prescribed proof of origin.

**19.4** In addition, the Contractor is obliged to inform BSH about the Goods' non-preferential origin. The non-preferential origin is to be stated on the respective commercial invoice and, if required, a certificate of non-preferential origin is to be issued. In the event of an initial delivery, the origin data shall be communicated in writing at the latest at the time of the first delivery.

**19.5** The contractor is obliged to attach all necessary documents such as commercial invoice, delivery bill and all information for a complete and correct import customs declaration to the delivery in case of Goods deliveries across customs borders. The following must be observed with regard to the invoice:

**19.6** In addition, costs not included in the price of the Goods (e.g. research and development costs, license fees, tooling costs, materials provided by BSH in connection with the delivery of the Goods) shall be listed separately in the invoice.

**19.7** In the case of deliveries free of charge, the Contractor shall be obliged to indicate in the pro forma invoice a statement of value reflecting a price customary in the market and the reference "For Customs Purpose Only". The invoice or delivery bill must also state the reason for the free delivery (e.g. free sample shipment).

**19.8** The Contractor shall assist BSH with all means necessary to reduce or minimize BSH's payment obligations with respect to customs duties or costs for customs clearance.

**19.9** The following shall apply additionally to the delivery of software: Unless otherwise agreed in the delivery or offer documents, a cross-border transfer of software, software know-how, technology or other data (e.g. map material) shall take place exclusively in electronic form (e.g. by e-mail or download). This does not apply to "embedded software" (software that is physically located on a hardware).

## 20. Code of Conduct / Corporate Social Responsibility/ Equal Treatment

**20.1** The Contractor undertakes to comply with the principles of the Code of Conduct for Suppliers of the BSH Group (available at [Documents | BSH Hausgeräte GmbH \(bsh-group.com\)](#)). Accordingly, the Contractor undertakes to comply with the laws of the applicable legal system(s), to uphold internationally recognized human rights, to assume ecological responsibility and to conduct business ethically. The Contractor will take responsibility for the health and safety of his employees in the workplace, ensure fair pay and working hours, observe environmental protection laws and promote and demand compliance with these principles from his subcontractors to the best of his ability.

**20.2** The Contractor undertakes to prevent or eliminate discrimination on racist grounds or on grounds of ethnic origin, gender, religion or belief, disability, age or sexual identity. The prohibition of discrimination applies equally to the employer, employees, external service providers and to other business partners. When providing Services, the regulations of the anti-discrimination and equal treatment laws applicable in the country where the Services are provided must be observed.

## 21. Force majeure

Force majeure, operational disruptions through no fault of the parties, riots, official measures and other unavoidable events shall release BSH and the Contractor from their contractually owed performance and acceptance obligations for the duration of the event. BSH and the Contractor shall be obliged to provide each other with the necessary and reasonable information without delay and to adjust their obligations temporarily to the changed circumstances, in particular to the possibly changed market requirements, in good faith. During such events and within two weeks after their end, BSH shall be entitled - without prejudice to its other rights - to withdraw from the contract in whole or in part in the event that an adjustment is not suitable, insofar as these events are not of insignificant duration.

## 22. Assignment

The Contractor shall only be entitled to assign the receivables and other rights with the prior written consent of BSH.

## 23. Place of jurisdiction / Applicable law

**23.1** For disputes arising from the contractual relationship, if the Contractor is a registered trader, the court at which the ordering BSH company has its headquarters shall have exclusive jurisdiction.

**23.2** The contractual relationship shall be governed exclusively by the law of the country (and, if applicable, the state or province) in which the ordering BSH company has its principal place of business, excluding the conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG).