General Terms and Conditions of Purchase of Livella GmbH

(As of October 2026)

I. Scope of Application of These General Terms and Conditions of Purchase

(1) These General Terms and Conditions of Purchase ("AEB") apply to all business relationships between Livella GmbH, Lokstedter Steindamm 3 b, 22529 Hamburg, registered in the Commercial Register of Hamburg under registration number HRB 169830 ("Livella"), and its suppliers. They apply in particular to contracts for the procurement of goods, materials, components and tools, as well as development, engineering, design and other services, irrespective of whether the supplier manufactures these itself or procures them from third parties. They apply only to suppliers who are entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law.

(2) These AEB apply exclusively. Any conflicting, deviating or supplementary terms and conditions of the supplier are hereby rejected. They shall become part of the contract only if Livella expressly agrees to their application. In particular, consent shall not be deemed to have been given if Livella, despite being aware of the supplier's terms and conditions, places orders, accepts deliveries or services without reservation, or makes direct or indirect reference to letters or other documents containing terms and conditions of the supplier or third parties.

(3) The version of the AEB current at the time of the respective order shall also apply, as a framework agreement within the meaning of Section 305 (3) BGB, to all future orders and contracts with the same supplier, without any need to refer to them again.

(4) In the event of conflicts between contractual provisions, the following order of precedence shall apply: (i) individually negotiated agreements; (ii) a quality assurance agreement concluded between Livella and the supplier; (iii) the respective order; (iv) these AEB; (v) statutory provisions. Deviations from these AEB shall apply only to the respective individual case, unless expressly agreed otherwise.

II. Conclusion and Content of Contracts; Amendments; Form

(1) Enquiries by Livella are non-binding unless expressly designated as binding orders. The supplier's quotations, cost estimates, samples and specimens shall be provided to Livella free of charge and without obligation, unless expressly agreed otherwise in text form.

(2) Livella places orders in text form. The supplier may accept an order within five (5) working days (Monday to Friday, irrespective of public holidays in Hamburg; hereinafter "working days") of receipt. Acceptance shall be effected by an order confirmation in text form or by unconditional performance of the order. If Livella does not receive acceptance within this period, Livella shall be entitled to withdraw the order free of charge until acceptance is received.

(3) If the supplier's order confirmation deviates from the order, it shall constitute a new offer. It shall become part of the contract only if Livella consents in text form. The supplier must expressly identify deviations in the order confirmation as such. Deviations that are not identified shall not become part of the contract.

(4) If the supplier begins performing an order before the contract has been concluded, it does so at its own risk.

(5) The supplier shall, within the scope of its expertise, check orders, specifications, drawings and other order documents for ambiguities, contradictions, errors or missing information. It shall notify Livella thereof without undue delay in text form.

(6) Livella shall be entitled to request changes to the ordered service or delivery after conclusion of the contract, in particular with regard to execution, materials, packaging, labelling, quantity and delivery dates, insofar as this is reasonable for the supplier. Within five (5) working days of receipt of the change request, the supplier shall inform Livella in text form of the effects of the change on prices, costs and delivery dates. If the change has such effects, the parties shall adjust prices and delivery dates appropriately. If no agreement is reached, Livella shall be entitled to adhere to the original order or to withdraw the order to the extent concerned; in the latter case, the supplier shall be reimbursed for its reasonable expenses demonstrably incurred up to that point.

(7) The requirement of text form within the meaning of these AEB is satisfied by letter or email. Declarations made via instant messaging services (e.g. WhatsApp, Signal, SMS) or social networks do not satisfy the requirement of text form within the meaning of these AEB. Legally relevant declarations and notifications in connection with this contractual relationship must be made in text form unless these AEB or the law prescribe a stricter form. The foregoing provisions on text form apply to declarations by both parties.

(8) Individual contractual agreements, including oral agreements, shall always take precedence over these AEB (Section 305b BGB). Subject to proof to the contrary, any agreement made in text form or, if no such agreement exists, confirmation by Livella in text form shall be decisive as evidence of their content.

III. Livella Documents; Confidentiality

(1) Livella reserves all ownership rights, copyrights and other intellectual property rights in all documents, materials and other items provided by Livella to the supplier. These include, in particular, drawings, specifications, data, files, models, samples, reference parts, test reports, analyses, formulations and other physical or electronic documents, information and items (collectively "Livella Documents"). Their provision does not confer any rights of use on the supplier unless otherwise provided in these AEB.

(2) The supplier may use Livella Documents exclusively for the purpose of fulfilling Livella's orders. In particular, the supplier is prohibited from manufacturing, having manufactured or offering, for itself or third parties, products that correspond to or are modelled on Livella products on the basis of or using Livella Documents.

(3) The supplier may examine, measure, analyse, test or disassemble Livella Documents, in particular samples, reference parts and materials, only insofar as is necessary to fulfil the respective order or comply with statutory obligations. Any further observation, examination, disassembly or testing (Section 3 (1) no. 2 of the German Trade Secrets Act (GeschGehG)) is excluded.

(4) The supplier shall treat as confidential all non-public commercial, technical and other information of Livella to which it gains access in connection with enquiries, orders or cooperation, and shall use such information exclusively for its business relationship with Livella ("Confidential Information"). This includes, in particular, Livella Documents, prices, quantities, strategies, product ideas, products not yet released, process and quality requirements and supplier and customer data. No marking as confidential is required.

(5) The supplier may make Confidential Information available only to employees who need it to perform the contract. It may disclose such information to subcontractors only insofar as their engagement is permissible under Section V of these AEB and they have first been bound in text form to confidentiality obligations of at least equivalent scope. The supplier shall be liable for compliance with these obligations by its employees and subcontractors as for its own acts.

(6) The obligations under paragraphs 4 and 5 shall not apply to information that the supplier can demonstrate (i) it lawfully knew before disclosure by Livella and without any confidentiality obligation, (ii) is or becomes publicly known without a breach of these AEB, (iii) it received from an authorised third party without any confidentiality obligation, or (iv) it developed independently without using Confidential Information.

(7) If the supplier is required to disclose Confidential Information by law or by an administrative or judicial order, it may disclose such information to the extent necessary. To the extent legally permissible, it shall inform Livella in advance in text form and seek confidential treatment of the information.

(8) At Livella's request, and at the latest upon termination of the respective order or business relationship, the supplier shall without undue delay return to Livella or destroy or delete all Livella Documents and Confidential Information, including all copies. Excluded are documents that the supplier is required to retain under statutory retention obligations and technically unavoidable backup copies; these may not be used for operational purposes. At Livella's request, the supplier shall confirm the return or destruction in text form. The supplier shall have a right of retention in respect of Livella Documents only for claims arising from the same contractual relationship that are undisputed or have been established by a final and binding judgment.

(9) The supplier may not pass on to third parties scrap, surplus stock, prototypes or other items bearing Livella identifiers or embodying Livella Documents that are not to be returned to Livella. It shall destroy them or render them unrecognisable as instructed by Livella and, upon request, provide evidence thereof, unless statutory retention obligations prevent this.

(10) The obligations under this Section III shall continue for a period of five (5) years after termination of the business relationship. In the case of Confidential Information constituting trade secrets within the meaning of the GeschGehG, they shall continue beyond that period for as long as the statutory requirements for trade secret protection are met.

(11) The supplier may use Livella's company name, trademarks or logos, or the business relationship with Livella, for advertising, reference or other publication purposes only with Livella's prior consent in text form.

IV. Dispatch, Delivery and Passing of Risk; Delivery Periods; Packaging

(1) Unless otherwise agreed in an individual case, delivery shall be DDP (Incoterms 2020) to the delivery address specified in the order. This delivery address shall also be the place of performance for the delivery. This shall also apply to subsequent performance.

(2) The delivery dates and delivery periods specified in the order or otherwise agreed are binding. If a delivery date is neither specified in the order nor otherwise agreed, the delivery period shall be two (2) weeks from conclusion of the contract. Compliance shall be determined by receipt of the complete delivery in conformity with the contract, including the delivery documents referred to in paragraph 10, at Livella's delivery address during the usual goods receiving hours (Monday to Thursday from 9:00 a.m. to 3:00 p.m., Friday from 9:00 a.m. to 12:00 noon, in each case irrespective of public holidays in Hamburg).

(3) As soon as it becomes apparent to the supplier that an agreed delivery date is unlikely to be met, it shall inform Livella without undue delay in text form, stating the cause, the anticipated duration of the delay and the countermeasures taken. Such notification shall not

extend the delivery date; Livella's rights shall remain unaffected.

(4) If the supplier is in default, Livella shall be entitled, in addition to any further statutory claims, to demand lump-sum compensation for delay amounting to zero point five per cent (0.5%) of the net value of the delayed delivery for each commenced week of delay, up to a maximum total of five per cent (5%) of the net value of the delayed delivery. Livella reserves the right to prove that a higher loss has been incurred; the supplier reserves the right to prove that no loss or a substantially lower loss has been incurred. The lump-sum compensation for delay shall be credited against any further claim for damages arising from the delay. Livella's statutory rights shall remain unaffected.

(5) Early deliveries, partial deliveries and excess or short deliveries are permissible only with Livella's prior consent in text form. Livella shall be entitled to reject early deliveries at the supplier's expense and risk or to store them at the supplier's expense until the agreed delivery date. In the case of early deliveries, the payment period shall be calculated by reference to the originally agreed delivery date. Excess or short deliveries that have not been agreed shall constitute a material defect.

(6) If the supplier intends to discontinue or materially change the manufacture or supply of a product delivered to Livella or of a material or component used in it, it shall notify Livella thereof in text form before the planned date. In the case of discontinuation, such notification must be given at least eight (8) months before the planned date; in the case of changes, at least six (6) months. During this period, Livella shall be entitled to place a final order in a reasonable quantity on the terms and conditions applicable up to that point. In addition, the supplier shall ensure the supply to Livella of spare parts and replacement requirements for the products delivered for a period of at least five (5) years after the last delivery, on reasonable terms customary in the trade. Any further delivery obligations under framework agreements or individual orders shall remain unaffected insofar as they apply to the respective subject matter of the delivery.

(7) The risk of accidental loss and accidental deterioration shall pass to Livella upon handover of the goods. If acceptance is agreed or required by law, the risk shall pass only upon acceptance.

(8) The supplier shall package the goods in accordance with the requirements of the order or specification and in a manner appropriate to the transport and the product. In doing so, it shall comply with statutory packaging and labelling obligations and design the packaging to conserve materials and resources as far as possible. At Livella's request, the supplier shall take back transport packaging at its own expense.

(9) Insofar as the supplier is deemed a producer within the meaning of the German Packaging Act (VerpackG) with regard to the packaging supplied by it, it shall ensure that (a) it is duly registered with the Central Agency Packaging Register (LUCID) and (b) it has duly participated in an approved system for all packaging subject to system participation obligations. This shall not apply insofar as Livella, as a producer within the meaning of the VerpackG, is obliged to register and participate in a system or the parties have concluded a separate agreement on responsibility for packaging licensing. The supplier shall indemnify Livella against all claims by third parties, including administrative fines and official requirements, arising from the supplier's failure to fulfil its obligations under sentence 1.

(10) Each delivery must be accompanied by a delivery note containing at least the order number, article description, delivery quantity and, where applicable, batch, lot or serial numbers. Required inspection certificates, declarations of conformity, certificates of origin and customs documentation, as well as any other agreed documents, must be provided no later than with the delivery. Any delays in acceptance, inspection or payment of the delivery resulting from missing or incomplete delivery documents shall be borne by the supplier.

V. Quality, Product Safety and Conformity; Changes; Traceability; Audits; Subcontractors

(1) The illustrations, drawings, CAD data, information on weights and dimensions and other technical data and performance descriptions contained in these AEB, the order and the associated documents, as well as any company-specific or industry-wide standards referred to (e.g. DIN), shall be regarded as specifications of characteristics serving to describe the subject matter of the contract. Deliveries and services must comply with the order, the agreed specifications, drawings and approved samples, as well as any quality assurance agreement. They must also comply with the state of the art and recognised technical standards and be suitable for the intended purpose apparent at the time of conclusion of the contract.

(2) The supplier warrants that the deliveries and services comply with all statutory, regulatory and technical requirements applicable at the time of delivery in the Federal Republic of Germany, the European Union and any other countries that Livella has notified to the supplier in the order or in text form before conclusion of the contract as countries of destination ("Countries of Destination"). This includes, in particular, the requirements of Regulation (EU) 2023/988 on general product safety, as well as the requirements applicable to materials and articles intended to come into contact with food, medical devices, toys and textile products, and requirements under chemicals, packaging and labelling law, in each case insofar as applicable to the respective delivery.

(3) The supplier shall provide Livella, without being requested to do so, with the conformity and quality documentation required for the respective delivery no later than with the first delivery and subsequently whenever any change occurs, in particular declarations of conformity, test reports, certificates of analysis, safety

data sheets and material declarations. At Livella's request, it shall assist Livella without undue delay and to the extent necessary in fulfilling the obligations incumbent on Livella as a manufacturer or other economic operator under the provisions referred to in paragraph 2, in particular by providing the information required for a risk analysis and its technical documentation.

(4) The supplier shall ensure complete traceability of the products delivered and of the materials and components used in them. Batch or serial numbers shall be documented throughout and indicated on the products, their packaging or the delivery documents.

(5) The supplier may make changes that could affect the characteristics, function, safety, regulatory conformity, durability, appearance or processability of the delivery only with Livella's prior consent in text form. This applies in particular to changes in materials or composition, source of raw materials, manufacturing processes, manufacturing site, quality-relevant subcontractors or upstream suppliers, tools, testing methods and packaging. The supplier shall notify Livella of planned changes in text form at least three (3) months before their implementation.

(6) The supplier shall inform Livella without undue delay in text form if it becomes aware, even after delivery, of facts that may give rise to doubts as to the conformity, safety or marketability of products delivered. The same applies to enquiries, orders or other measures by authorities concerning products delivered to Livella or materials used in them.

(7) The supplier shall retain all quality- and product-related documents, in particular test reports, evidence of conformity and traceability data, for at least ten (10) years after the last delivery of the respective product to Livella, unless a longer retention period is prescribed by law or individually agreed. It shall make these documents available to Livella without undue delay upon request.

(8) Livella shall be entitled, after giving at least ten (10) working days' prior notice, to conduct audits of the supplier during normal business hours without specific cause, or to have them conducted by a third party bound by confidentiality, in order to verify compliance with the obligations under this Section V. Such audits without specific cause shall take place no more than once per calendar year. In the event of specific quality or safety problems, enquiries by authorities or recalls, Livella shall also be entitled to conduct audits without prior notice. For this purpose, the supplier shall grant Livella access to the relevant business premises, documents and contact persons and ensure that Livella can carry out corresponding audits at quality-relevant subcontractors. The supplier's trade and business secrets and the legitimate interests of third parties must be respected. Each party shall bear its own audit costs unless the audit reveals material breaches of duty by the supplier, in which case the supplier shall bear the reasonable audit costs.

(9) The engagement or replacement of subcontractors, upstream suppliers or manufacturing sites requires Livella's prior consent in text form. Livella shall refuse consent only for objective reasons.

(10) The supplier shall ensure that its subcontractors and upstream suppliers comply with at least those obligations necessary for it to fulfil its own obligations towards Livella, in particular concerning quality, traceability, documentation, product safety and confidentiality. The supplier shall remain responsible for performance in accordance with the contract by its subcontractors and upstream suppliers as for its own acts.

VI. Prices and Terms of Payment; Set-Off; Assignment

(1) Unless expressly stated otherwise, the prices specified in the order are fixed prices and are exclusive of the applicable statutory value added tax. Unless otherwise agreed, the prices include all services and ancillary costs of the supplier under the delivery term pursuant to Section IV paragraph 1, in particular the costs of packaging, transport, insurance, customs duties and other import charges up to the delivery address.

(2) Additional costs, surcharges or price changes, in particular surcharges for materials, energy, freight, packaging or small quantities, require Livella's prior consent in text form. Price escalation or price adjustment clauses of the supplier shall take precedence only if individually agreed.

(3) The supplier shall issue a separate invoice for each order and send it to the invoice address designated by Livella. Where the supplier is required to issue an electronic invoice under Section 14 (1) of the German Value Added Tax Act (UStG), it shall transmit the invoice in a format complying with those requirements; otherwise, the invoice shall be transmitted in an electronic format designated by Livella. In addition to the information required by law, each invoice must contain at least the order number, article or service description, delivery quantity, delivery date, delivery note number and, where applicable, batch or lot numbers. Invoices not meeting these requirements shall be deemed received only upon receipt of the completed invoice.

(4) Unless otherwise agreed, invoices shall be due for payment within 30 calendar days. The period shall begin upon complete receipt of the delivery or service in conformity with the contract or, if Livella receives a proper invoice meeting the requirements of paragraph 3 only thereafter, upon receipt of that invoice. If acceptance has been agreed, the period shall not begin before acceptance.

(5) Payment shall constitute neither acceptance nor acknowledgement that the delivery or service conforms to the contract, nor a waiver of defects or other claims.

(6) The statutory provisions shall apply to any delay in payment by Livella.

(7) Livella shall have rights of set-off and retention as well as the defence of non-performance of the contract to the extent provided by law.

(8) The supplier shall be entitled to set off claims only insofar as its counterclaims (a) are undisputed, (b) have been established by a final and binding judgment or (c) stand in a reciprocal relationship (synallagma) to Livella's claim. The supplier may assert a right of retention only insofar as its counterclaims (a) are undisputed, (b) have been established by a final and binding judgment or (c) arise from the same contractual relationship.

(9) Without Livella's prior consent in text form, the supplier shall not be entitled to assign claims against Livella to third parties or to have them collected by third parties. Livella shall not unreasonably withhold consent. Section 354a of the German Commercial Code (HGB) shall remain unaffected.

VII. Transfer of Title; Retention of Title; Materials Supplied by Livella

(1) Title to the goods delivered shall pass to Livella upon handover at the delivery address, without this being dependent on payment of the purchase price.

(2) If the supplier has validly agreed a simple retention of title with Livella, the respective goods delivered shall remain the supplier's property until full payment of the purchase price attributable to them ("Goods Subject to Retention of Title"). In this case, Livella shall be entitled to sell, process, transform, combine or mix the Goods Subject to Retention of Title in the ordinary course of business even before payment of the purchase price. The supplier hereby grants Livella its authorisation to do so.

(3) Extended, transferred or current-account retention-of-title arrangements of the supplier, in particular those serving to secure claims other than the purchase price for the respective goods delivered, are excluded. Prolonged retention-of-title arrangements, in particular the advance assignment of receivables arising from resale or the supplier's acquisition of title to products resulting from processing, shall become part of the contract only if Livella expressly agrees to them.

(4) Insofar as Livella provides the supplier with materials, packaging, labels or other items for the manufacture of goods ("Supplied Materials"), these shall remain the property of Livella. Any processing or transformation by the supplier shall be carried out for Livella. Livella shall acquire co-ownership of the new product in proportion to the value of the Supplied Materials relative to the value of the other items processed at the time of processing. The supplier shall store Supplied Materials and products in which Livella has (co-)ownership free of charge for Livella and keep Supplied Materials separate from its other inventory. In the event of third-party access to Supplied Materials or products in which Livella has (co-)ownership, in particular seizure, or in the event of an application to open insolvency proceedings over the supplier's assets, the supplier shall point out Livella's ownership and notify Livella without undue delay in text form. The supplier shall return unprocessed Supplied Materials without undue delay at Livella's request.

VIII. Incoming Goods Inspection; Rights in Respect of Defects; Limitation Periods

(1) The statutory provisions (Sections 377 and 381 HGB) shall apply to the commercial duties of inspection and notification of defects, subject to the following: Livella's duty to inspect shall be limited to defects that become apparent during incoming goods inspection by external examination, including the delivery documents, in particular discrepancies in identity and quantity and visible transport and packaging damage, and to other deviations recognisable without special inspection effort. Insofar as a quality assurance agreement provides for more extensive inspections, for example by sampling, that agreement shall apply.

(2) A notice of defects by Livella shall in any case be timely if it is received by the supplier in text form (a) in the case of defects recognisable during the inspection pursuant to paragraph 1, within seven (7) working days after delivery and (b) in the case of hidden defects, within seven (7) working days after their discovery. Different inspection and notification periods under a quality assurance agreement shall remain unaffected.

(3) In the event of material defects and defects in title, Livella shall be entitled without restriction to the statutory claims and rights. In particular, Livella shall be entitled, at its option, to demand rectification of the defect or delivery of an item free from defects (Section 439 (1) BGB).

(4) The supplier shall bear the expenses necessary for inspection and subsequent performance in accordance with the statutory provisions, in particular transport, travel, labour and material costs and, where applicable, removal and installation costs. In addition, the supplier shall reimburse Livella in accordance with the statutory provisions for costs arising as a result of a defect, in particular costs of sorting out affected goods, additional incoming inspections, returns and disposal. If a request by Livella to remedy a defect proves unjustified, Livella shall reimburse the supplier for the resulting costs only if Livella knew, or failed to recognise due to gross negligence, that no defect existed.

(5) If the supplier fails to fulfil its obligation of subsequent performance within a reasonable period set by Livella, Livella may remedy the defect itself or have it remedied by third parties and demand reimbursement from the supplier of the expenses necessary for this. No period need be set insofar as this is not required under the statutory provisions, in particular if special circumstances exist which, taking into account the interests of both parties, justify immediate remedial action by Livella itself, for example an acute risk to product safety. In this case, Livella shall inform the supplier in advance or, if this is not possible, without undue delay afterwards.

(6) Claims based on material defects and defects in title shall become time-barred thirty-six (36) months after the passing of risk, unless the law provides for a longer

limitation period.

(7) The statutory provisions on the suspension of expiry of the limitation period in supplier recourse cases (Section 445b BGB) shall remain unaffected.

(8) Livella's statutory rights of recourse within the supply chain (Sections 445a and 445b BGB and Sections 478 and 479 BGB) shall remain unaffected. Payment, processing, resale or other use of the delivery shall not constitute acknowledgement that it is free from defects.

(9) If a specific remaining period before the expiry of a best-before, use-by or expiration date has been agreed for the goods or is assumed for the intended purpose apparent, the goods must have this remaining period when risk passes.

(10) Livella's claims for damages and reimbursement of wasted expenditure shall be governed by the statutory provisions. The provisions of Section IX (Third-Party Intellectual Property Rights) and Section X (Product Liability, Recall, Insurance) shall remain unaffected.

IX. Third-Party Intellectual Property Rights

(1) The supplier warrants that the goods and their use, further processing and marketing in accordance with the contract by Livella and its customers in the Countries of Destination do not infringe any industrial property rights or copyrights of third parties, in particular patents, utility models, designs, trademarks or copyrights. In the event of defects in title, Livella shall be entitled to the statutory rights unless otherwise provided in these AEB.

(2) Paragraph 1 shall not apply insofar as the infringement is attributable exclusively to the fact that the supplier (a) implemented binding specifications, drawings, samples or other requirements of Livella or (b) used trademarks, designs or other identifiers of Livella on its instructions, and the supplier neither knew of the infringement nor ought to have known of it when exercising the care required in commercial dealings. The same shall apply insofar as the infringement is attributable to Livella having modified the goods without the supplier's consent or used them other than in accordance with the contract.

(3) If claims are asserted against Livella by third parties on account of an infringement within the meaning of paragraph 1 for which the supplier is responsible, the supplier shall indemnify Livella against such claims. The indemnity shall also include the necessary costs of legal defence.

(4) Each party shall inform the other without undue delay in text form if claims concerning the infringement of third-party intellectual property rights in connection with the goods are asserted against it. Livella shall neither acknowledge such claims nor enter into settlements in respect thereof without prior consultation with the supplier. Livella shall, insofar as reasonable, give the supplier an opportunity to participate in the defence. In the case of paragraph 3, the supplier shall assist Livella at its own expense by providing all necessary information and documents.

(5) If the goods infringe third-party intellectual property rights within the meaning of paragraph 1, the supplier shall, at Livella's option and at its own expense, without undue delay (a) procure for Livella the right to use and market the goods in accordance with the contract or (b) modify or replace the goods in such a way that third-party intellectual property rights are no longer infringed and the goods continue to comply with the agreed specifications. Livella's further statutory rights shall remain unaffected. Paragraph 2 shall apply accordingly.

(6) The supplier shall inform Livella without undue delay of any third-party intellectual property rights or risks relating to intellectual property rights known to it that may impair the use or marketing of the goods in accordance with the contract.

(7) Section VIII paragraph 6 shall apply accordingly to the limitation of claims arising from defects in title. Longer statutory limitation periods shall remain unaffected.

X. Product Liability, Recall, Insurance

(1) If claims are asserted against Livella under product liability provisions due to a defect in the goods, the supplier shall indemnify Livella against such claims insofar as the cause of the defect lies within the supplier's sphere of control and organisation. If Livella has contributed to causing the damage, the scope of the indemnity shall be determined by the circumstances, in particular the extent to which the damage was predominantly caused by the supplier or by Livella. The indemnity shall also include the necessary costs of legal defence.

(2) If measures to avert danger become necessary due to a defect in the goods, in particular a recall, withdrawal, warning or notification of purchasers and end customers, replacement or retrofitting, the supplier shall reimburse Livella for the costs necessary for such measures insofar as it is liable under the statutory provisions. These include, in particular, costs of informing customers, logistics, inspection and sorting, replacement, destruction and communication with authorities. Paragraph 1 sentence 2 shall apply accordingly.

(3) Livella shall decide on the nature, scope and timing of the measure under paragraph 2. Before implementing such measures, Livella shall, insofar as time permits, inform the supplier without undue delay in text form and give it an opportunity to comment. This shall not apply insofar as an immediate measure is necessary to avert a specific danger to life, health or safety or an authority has ordered the measure.

(4) The supplier shall assist Livella in product-related safety incidents, recalls and official proceedings without undue delay and at its own expense by providing the necessary technical information, traceability data, root cause analyses and corrective measures. The supplier's obligations under Section V shall remain unaffected.

(5) For the duration of the business relationship and at least until expiry of the limitation period under Section VIII paragraph 6, the supplier shall maintain at its own

expense (a) business and product liability insurance with coverage of at least EUR 10,000,000 per claim for personal injury and property damage and (b) recall costs insurance with coverage of at least EUR 5,000,000 per insured event, in each case covering claims occurring in the Countries of Destination. Livella shall, where possible, be included as an additional insured. The supplier shall provide Livella with proof of insurance coverage by submitting an insurance certificate and shall notify Livella without undue delay of any interruption or restriction of the insurance coverage. The supplier's liability shall not be limited by the scope or amount of the insurance coverage.

(6) Livella's further statutory claims, in particular under the German Product Liability Act and Sections 437 and 280 et seq. BGB, shall remain unaffected.

XI. Force Majeure; Termination, Withdrawal

(1) Force majeure within the meaning of these AEB is an unforeseeable event originating externally, having no operational connection and which cannot be averted even by exercising the utmost care that can reasonably be expected. This includes, in particular, natural disasters, war, terrorist attacks, epidemics and pandemics, governmental measures and industrial action outside the parties' businesses. The following in particular shall not constitute force majeure: (a) supply, material or capacity shortages at the supplier or its upstream suppliers, (b) failure of subcontractors, (c) strikes or lockouts at the supplier's business, (d) machinery, tool or IT failures and (e) price increases for raw materials, energy or transport. This shall not apply in each case insofar as those circumstances are themselves attributable to force majeure.

(2) For as long as and to the extent that a party is prevented from fulfilling its obligations by force majeure, the affected performance obligations shall be suspended for the duration of the disruption and a reasonable restart period. The affected party shall inform the other party without undue delay in text form of the cause, expected duration and countermeasures taken and shall mitigate the consequences to a reasonable extent. Livella shall be entitled to procure alternative supplies during the disruption and to cancel orders in whole or in part insofar as they are affected by the disruption; the supplier shall have no claims arising therefrom.

(3) If the disruption lasts longer than four (4) weeks or its end cannot be foreseen, Livella may withdraw from or terminate the contract in respect of the part of the order not yet performed. The supplier shall have no claims arising therefrom unless otherwise required by mandatory statutory provisions.

(4) Either party may terminate framework agreements and other continuing contractual relationships for good cause without observing a notice period. Good cause for Livella shall exist in particular if (a) the supplier repeatedly or seriously breaches its confidentiality obligations (Section III), product safety obligations (Section V) or compliance obligations (Section XV) under these AEB, (b) the supplier completely or substantially ceases its deliveries or (c) a change of control occurs at the supplier as a result of which a competitor of Livella directly or indirectly acquires control of the supplier. Control means the majority of voting rights or the ability to determine management. The supplier shall inform Livella without undue delay in text form of any planned change of control. In the case of remediable breaches of duty, termination shall be permissible only after a reasonable period for remedy has expired without success or after an unsuccessful warning, unless this is dispensable under Section 314 (2) BGB.

(5) In the case of framework agreements, good cause within the meaning of paragraph 4 shall also exist if the supplier's financial circumstances deteriorate materially, in particular through cessation of payments, an application to open insolvency proceedings or the opening of such proceedings. In each case, the prerequisite is that the proper fulfilment of the supplier's delivery, quality or confidentiality obligations is thereby specifically jeopardised. For individual orders, only the statutory provisions shall apply in this respect.

(6) Following termination of a contract for whatever reason, Section III and Section XII shall apply to the return of documents, samples and tools. Livella may require that goods already ordered but not yet delivered be supplied on the agreed terms and conditions. Section IV paragraph 6 shall remain unaffected.

(7) Statutory rights of withdrawal, termination and adjustment shall remain unaffected.

XII. Tools and Manufacturing Equipment

(1) "Tools and Manufacturing Equipment" within the meaning of this Section are all tools, moulds, fixtures, testing equipment and other manufacturing equipment that the supplier manufactures or procures specifically for Livella products or that Livella makes available to the supplier. General machinery, standard tools and other manufacturing equipment that already exist or that the supplier has financed independently of Livella shall be covered only if the parties expressly agree to this.

(2) Remuneration for tools shall be governed by the respective order or a separate agreement. If tool costs are amortised through the unit price, the total amount of tool costs and the amortisation quantity or amortisation period must be specified in the order or a separate agreement.

(3) Ownership of tools manufactured or procured by the supplier for Livella products shall pass to Livella upon their manufacture or procurement if Livella pays the tool costs separately or they are amortised through the unit price. Handover shall be replaced by the supplier holding the tools in custody for Livella (Section 930 BGB). Insofar as the supplier acquires ownership through manufacture (Section 950 BGB), it hereby transfers such ownership to Livella. Tools provided by Livella shall remain Livella's property.

(4) The supplier shall store the tools for Livella carefully and free of charge and permanently mark them as Livella's property. It shall maintain a list of tools showing tool number and location and provide it to Livella on request. The supplier may use the tools exclusively to manufacture products for Livella. It may neither use them for third parties nor copy them or have them copied. Any change of location or transfer to subcontractors requires Livella's prior consent in text form. The supplier shall maintain the tools at its own expense and insure them at replacement value against fire, water damage and theft.

(5) Livella may demand the return of the tools at any time. The supplier shall return the tools in operational condition, together with the associated documents, within ten (10) working days of the request. The tools are held in custody solely for the purpose of using them for Livella and returning them to Livella on request. A right of retention on account of claims not arising from the same contractual relationship is therefore excluded.

(6) If Livella demands return before the tool costs have been fully amortised, Livella shall pay the supplier the unamortised remaining amount concurrently with the return of the respective tool or manufacturing equipment. Any further claims by the supplier are excluded unless otherwise agreed.

(7) The supplier may destroy tools only with Livella's prior consent in text form. Section III paragraph 9 shall remain unaffected.

XIII. Development Services and Work Results

(1) Pre-existing intellectual property rights, pre-existing know-how and general manufacturing, process and methodological knowledge of a party ("Background IP") shall remain with that party. They shall not be transferred by an order unless otherwise provided in this Section XIII.

(2) "Work Results" are all results created by the supplier, alone or together with third parties, specifically for Livella, for example through development, engineering, design, sampling or adaptation. These include, in particular, drawings, design data, models, prototypes, samples, formulations, testing procedures, documentation and inventions, as well as the associated rights and know-how. It is irrelevant whether the service is remunerated separately.

(3) The rights to inventions, utility models and designs contained in the Work Results, including the right to apply for intellectual property rights, shall belong to Livella. The supplier shall transfer them to Livella upon their creation. Only Livella shall decide whether, where and in whose name intellectual property rights are to be registered. The supplier shall be obliged to (a) inform Livella of such Work Results without undue delay, (b) duly claim its employees' inventions in good time, (c) cooperate in the application for and maintenance of intellectual property rights and make the necessary declarations, and (d) refrain from applying for intellectual property rights in the Work Results itself.

(4) With respect to copyright-protected Work Results and Work Results in which rights do not pass to Livella under paragraph 3, the supplier shall grant Livella rights of use upon their creation. These rights shall be exclusive, unrestricted as to time, territory and content, transferable and sublicensable. They shall encompass all known types of use, in particular the right (a) to reproduce, distribute and make the Work Results publicly available, (b) to edit, modify and further develop them, (c) to use them for the manufacture, marketing and advertising of products and (d) to have products manufactured or processed on their basis by third parties, including second-source suppliers. Livella may freely use the know-how contained in the Work Results and pass it on to third parties working for Livella; such third parties must be bound to confidentiality. The supplier shall ensure that it acquires the necessary rights from its employees and subcontractors.

(5) The grant of rights under paragraphs 3 and 4 shall be compensated by the agreed development fee or, if none is agreed, by the price of the goods to be supplied. Mandatory statutory remuneration claims of authors shall remain unaffected.

(6) Insofar as Livella depends on the supplier's Background IP for the use of the Work Results or the goods to be supplied, the supplier shall grant Livella a non-exclusive, perpetual, irrevocable right of use therein that is transferable together with the rights under paragraph 4. This shall also include manufacture by third parties for Livella who are bound to confidentiality. Use shall be limited to the extent necessary; otherwise, the Background IP shall remain with the supplier.

(7) The supplier may not use Work Results or specifications, documents, samples and tools provided by Livella to manufacture products for itself or third parties or to supply products to third parties. Products that the supplier can demonstrate it developed independently and without using such Work Results or Livella information are excluded.

XIV. Second-Source Suppliers

(1) The supplier shall have no exclusive right and no entitlement to minimum purchase quantities unless expressly agreed. Livella shall be entitled at any time to procure identical or similar goods from third parties or have them manufactured by third parties ("Second-Source Supplier").

(2) Livella may provide Second-Source Suppliers with specifications, drawings, samples, Work Results and tools owned by Livella insofar as provided for in this Section XIV and Section XIII. Livella may disclose the supplier's Background IP only within the scope of Section XIII paragraph 6. Livella shall first bind the Second-Source Supplier to confidentiality and to use exclusively for Livella.

(3) At Livella's request, the supplier shall assist in the qualification of a Second-Source Supplier insofar as this

is necessary for that purpose and reasonable for the supplier. Such assistance shall include, in particular, provision of the documents referred to in paragraph 5, handover of reference and test samples and technical information. The obligation shall end when Livella approves the initial samples of the Second-Source Supplier, but no later than six (6) months after the request. The period shall be extended for as long as qualification is delayed for reasons within the supplier's sphere. Livella shall reimburse the supplier for reasonable and documented costs of assistance. This shall not apply if the request is based on reasons within the supplier's sphere.

(4) At Livella's request, the supplier shall hand over tools owned by Livella directly to a Second-Source Supplier designated by Livella in accordance with Section XII paragraph 5. It shall provide reasonable assistance with their commissioning. Paragraph 3 sentences 4 and 5 shall apply accordingly to the costs.

(5) On request, the supplier shall provide Livella or the Second-Source Supplier with the documents and technical information relating to the goods to be supplied in which Livella has rights under Section XIII, in particular specifications, bills of materials, material information and test data. The supplier need not disclose its trade secrets. Section XIII paragraph 6 shall remain unaffected.

(6) Livella shall not pass on prices, terms and conditions, capacities or other competitively sensitive information of one supplier to the Second-Source Supplier, or vice versa.

XV. Compliance; Sustainability; Data Protection

(1) The supplier shall comply with the statutory provisions applicable to it and to its performance. This applies in particular to anti-corruption, working conditions and minimum remuneration, occupational health and safety, environmental protection and the protection of human rights. It shall not use unlawful child labour or forced labour.

(2) The supplier shall contractually oblige its sub-suppliers whose services form part of the deliveries to Livella to comply with the requirements under paragraph 1 and shall work towards compliance within its supply chain to a reasonable extent. It shall comply with any supplier code of conduct communicated to it by Livella and cooperate in reasonable preventive and remedial measures and training insofar as Livella or its customers require these to fulfil human rights and environmental due diligence obligations.

(3) At Livella's request, the supplier shall provide information on compliance with the obligations under paragraphs 1 and 2. Where there are specific indications of a breach, Livella may verify compliance in accordance with Section V paragraph 8.

(4) Sustainability, material or origin requirements of Livella shall be binding if they form part of the order, specification or a separate agreement. The supplier's information concerning the origin of the goods and the materials used must be accurate and complete. The supplier shall notify Livella in advance in text form of changes in origin. Section V paragraph 5 shall remain unaffected.

(5) If the supplier breaches paragraphs 1 to 4, it shall remedy the breach within a reasonable period set by Livella and inform Livella of the measures taken. The right to terminate for good cause under Section XI paragraph 4 shall remain unaffected.

(6) The parties shall comply with applicable data protection provisions. If the supplier processes personal data on behalf of Livella, it may begin doing so only once the parties have concluded the legally required data processing agreement (Article 28 of the General Data Protection Regulation (GDPR)). The supplier shall implement appropriate technical and organisational measures to protect personal data. It shall notify Livella without undue delay of personal data breaches affecting Livella data.

XVI. Final Provisions

(1) These AEB and the entire business relationship between Livella and the supplier shall be governed exclusively by the law of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

(2) If the supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, or has no general place of jurisdiction in the Federal Republic of Germany, the registered office of Livella in Hamburg, Germany, shall be the exclusive place of jurisdiction, including internationally, for all disputes arising from or in connection with the contractual relationship. Livella shall additionally be entitled to bring an action against the supplier at the supplier's general place of jurisdiction. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected.

(3) These AEB apply in the German language. Translations are for information purposes only; in case of doubt, the German version shall prevail.

(4) If individual provisions of the AEB are or become wholly or partially invalid or unenforceable, this shall not affect the remaining provisions of the AEB. If no dispositive law is available, the parties undertake to replace the invalid or unenforceable provision with a valid or enforceable provision through which the intended contractual purpose is achieved in a legally permissible manner. The same shall apply to gaps in this contract.