

General information

All deliveries of goods (including equipment and tools) and the provision of services (including services) by Matthews International Group companies to companies within the meaning of Section 14 of the German Civil Code (BGB) (hereinafter referred to as "**Customer**") and all other legal relationships between Matthews International Group (hereinafter referred to as "**MATTHEWS**") and the Customer are subject to the following terms and conditions. The Customer's own terms and conditions shall not become part of the contract unless MATTHEWS has expressly recognized them in writing. In particular, silence on the part of MATTHEWS with regard to such deviating terms and conditions shall not be deemed to constitute acceptance or consent, even in the case of future contracts.

I. Offer, conclusion of contract, scope of delivery

1. Offers made by MATTHEWS are subject to change and non-binding. If the Customer places an order on the basis of the non-binding offers, a contract shall be concluded upon MATTHEWS' written order confirmation. MATTHEWS' order confirmation alone shall be decisive for the content of the agreed performance owed by MATTHEWS (hereinafter referred to as "**Contractual Performance**" or "**Contractual Object**"), in particular for the scope of delivery and the time of delivery. Unless expressly agreed in writing, no specific (economic) result shall be owed by MATTHEWS.
2. Prices and performance specifications as well as other declarations or assurances shall only be binding on MATTHEWS if they have been made or confirmed in writing.
3. Partial deliveries are permissible insofar as this is reasonable for the customer.
4. Cost estimates, drawings and other documents provided by MATTHEWS shall remain the property and copyright of MATTHEWS and may not be made available to third parties without the prior consent of MATTHEWS. MATTHEWS shall not assume any liability for the usability of the Contractual Performance for a purpose intended by the Customer other than the mandatory statutory liability. The Customer shall notify MATTHEWS of any relevant legal provisions at the place of use (in particular, but not limited to, laws, directives, statutes, regulations). Without such written notification, MATTHEWS shall not be liable for compliance with any regulations.

II. Special conditions for the supply of tools and equipment

1. If, in accordance with Section I., the Contractual Performance includes the delivery of tools and equipment, MATTHEWS shall manufacture them in accordance with the agreed technical specification.
2. If a Factory Acceptance Test ("FAT" or "Functional Test") at the MATTHEWS factory has been agreed prior to delivery of the subject matter of the contract, a standard procedure defined by MATTHEWS shall be carried out to verify functionality. A report shall be

drawn up on this and signed by both parties. If necessary, the Customer shall provide sample parts for test runs in good time before the preliminary acceptance.

3. The Customer may only refuse to accept the subject matter of the contract - without prejudice to other claims for defects - if there is a significant defect.
4. If acceptance is contractually agreed or required by law, acceptance of the Contractual Object shall take place within the framework of a standard procedure defined by MATTHEWS, unless the contracting parties have agreed otherwise.
5. The Customer is obliged to accept as soon as the functional test has been completed, unless there is a defect that restricts the usability. If partial functions of the Contractual Object can be used independently for production purposes and are ready for acceptance, the Customer is obliged to carry out partial acceptances. A record of the (partial) acceptance shall be drawn up and signed by both parties. (Partial) acceptance shall also be deemed to have taken place if the Customer
 - does not declare acceptance within a reasonable period of time set by MATTHEWS or refuses acceptance even after repeated requests by MATTHEWS, or
 - the commissioning or functional test is delayed without significant cause and MATTHEWS has set the Customer a reasonable deadline for cooperation, which has expired without success, or
 puts the Contractual Object into operation for production purposes.

III. Special conditions for services

1. The Contractual Performance of the service contract shall be determined in accordance with Section I. The materials required for the performance of the services, in particular cleaning and care products, as well as spare, replacement and wear parts shall only be included in the scope of performance of the service contract if this has been expressly agreed in writing. With the exception of special tools (e.g. hoists, forklifts, etc.), MATTHEWS shall provide the necessary test equipment and special tools for carrying out the service work.
2. Unless otherwise agreed in the service contract, the services shall be provided at the location where the tool or system is located when the contract is concluded. If the Customer changes the location, it must notify MATTHEWS in writing at least 60 days in advance. The Customer shall only be entitled to services at the new location under the concluded service contract if MATTHEWS agrees to the change of location; in this respect, MATTHEWS reserves the right to make an amendment to the concluded contract a prerequisite for granting its consent. However, MATTHEWS shall only refuse consent for objectively justified reasons.
3. The Customer is responsible for the shutdown, management and supply of the required energy and power distributors at sufficient locations in the build-

ing. All inspection objects must also be shut down where necessary during maintenance.

4. The following work services on the tools or systems are not maintenance work within the meaning of these Terms and Conditions and shall only be performed by MATTHEWS on the basis of a separate written agreement for a fee:

- repairs and maintenance work, in particular the elimination of faults and damage, insofar as they are not included in the service description for the contract concluded.
- the replacement of parts that are not caused by natural wear and tear, but by external influences, such as improper handling or other interventions by the Customer or third parties, as well as by other circumstances for which we are not responsible or by force majeure (in particular fire, earthquakes, floods, etc.).
- repair work which becomes necessary because repairs or modifications to the tools or equipment have been carried out by third parties without the prior written consent of MATTHEWS.
- all work resulting from the connection of the tools or equipment with other equipment not supplied by MATTHEWS.
- all work that becomes necessary because the tools or equipment are operated under conditions (e.g. mains fluctuations, contamination) or using accessories or specific consumables that do not meet MATTHEWS specifications.
- the replacement of specific consumables, unless this is carried out without significant additional expense as part of maintenance.
- work caused by a change of location of the tool or system.

5. Unless expressly agreed in writing, no specific (economic) success is owed by MATTHEWS with regard to the provision of services. The Customer shall therefore not be entitled to any warranty claims within the meaning of Section IX.

6. If services are to be performed in accordance with intervals specified by law or by the authorities (hereinafter referred to as "Specified Maintenance Intervals"), the Customer shall expressly refer to the relevant specifications in its order. In the case of specified maintenance intervals, MATTHEWS shall be entitled to determine the specific time of performance at its own discretion, but in coordination with the Customer and in compliance with any relevant statutory or regulatory requirements.

IV. Duty to cooperate

1. The Customer is obliged to name a contact person to MATTHEWS as the central contact person for the agreed service period.
2. The Customer undertakes to support MATTHEWS or third parties engaged by MATTHEWS for the provision of services free of charge to a reasonable and necessary extent in the provision of services and to create all

conditions necessary for the proper execution of the order in its sphere of operation and to provide cooperation.

3. The Customer shall also create, free of charge, all prerequisites in its sphere of operation that are necessary for the proper performance of the services. These prerequisites include in particular

- to provide the documents and information necessary or significant for the commissioned services in good time;
- provides the employees of MATTHEWS or third parties commissioned with the provision of the service with barrier-free access to the contractual products that are the subject of the commissioned service at all times and in compliance with all relevant occupational safety regulations;
- to provide any necessary work equipment upon express request;
- to provide MATTHEWS' employees or third parties commissioned with the provision of services with free access to the supply connections and consumables (in particular water and electricity) necessary for their activities at all times;
- prepare the contractual products in good time prior to the performance of the services in such a way that the trouble-free provision of services is sufficiently ensured without risks to property belonging to the customer or third parties, etc.

4. Unforeseen obstacles or technical faults shall be eliminated immediately by the Customer. The Customer shall pay separately for any additional services required over and above the services owed or waiting times of MATTHEWS that cannot be used for other purposes; additional costs incurred by the third party commissioned by MATTHEWS shall be reimbursed by the Customer. This shall not apply if the additional services, waiting times or additional costs are due to circumstances for which MATTHEWS or the third party commissioned by MATTHEWS is responsible.

If the performance of the services is delayed for reasons for which neither MATTHEWS nor the third party commissioned by MATTHEWS is responsible, MATTHEWS may set the Customer a reasonable deadline for remedying the obstacles. If the deadline expires without success, MATTHEWS may refuse to perform the services; the Customer may not claim that the services have not been performed. MATTHEWS may demand payment of the agreed remuneration less any expenses saved and income from any other use of its own labor.

5. The cooperation duties to be provided by the Customer shall constitute genuine contractual obligations and not mere duties. If and to the extent that the Customer fails to provide the duties owed by it, fails to provide them on time or fails to provide them as agreed and this has an impact on the provision of services by MATTHEWS, MATTHEWS shall be released from its obligation to provide the services concerned. The corresponding performance times shall be postponed by a

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reasonable period of time. We shall not be liable for any damages incurred by the Customer as a result. Any additional expenses incurred by us as a result shall be remunerated separately on the basis of the agreed conditions, without prejudice to further rights. Further claims remain unaffected by this.

V. Price and payment

1. Unless otherwise agreed, the prices are Ex Works, but excluding packaging, loading and unloading. Unless otherwise agreed, the prices quoted are net prices. Value added tax at the respective statutory rate shall be added to the prices.
2. Payment shall be made in accordance with the terms of payment in the order confirmation. If no terms of payment have been agreed, payment shall be made within 15 days of receipt of the invoice by the Customer without deduction to the account specified by MATTHEWS. Timeliness of payment shall be determined by the date on which payment is credited to MATTHEWS' account.
3. If MATTHEWS and the Customer agree on delivery dates or otherwise agreed project deadlines with associated payment steps at the Customer's request, the originally agreed payment steps shall remain, unless otherwise agreed.
4. The Customer shall only be entitled to withhold payments or other own services or to offset them against counterclaims to the extent that his right of retention or his counterclaims are undisputed, have been legally established or are ready for a decision in favor of the Customer. The Customer is at liberty to plead non-performance of the contract.
5. In the event of a change in the net prices to be paid by MATTHEWS for the contractual service by more than 10 % after conclusion of the contract, each contracting party shall have the right to demand supplementary negotiations from the other party. The aim of these negotiations shall be to achieve an appropriate adjustment of the contractually agreed prices to the current delivery prices. If the parties are unable to reach agreement on a price adjustment, the following provisions shall apply: The previous remuneration shall remain in force unchanged until an agreement is reached. Each contracting party reserves the right to terminate the contract without notice if no agreement on the price adjustment can be reached within two (2) months.

VI. Performance time, non-availability of the service

1. Binding delivery and/or performance periods and delivery and/or performance dates (hereinafter referred to as "Performance Period") must be expressly agreed in writing. In the case of non-binding or approximate performance times, MATTHEWS shall endeavor to comply with them to the best of its ability. Binding delivery times agreed in writing shall commence upon receipt of the order confirmation by the Customer, but not before all commercial and technical questions be-

tween the parties have been clarified and the Customer has fulfilled all obligations incumbent upon it, such as the provision of the necessary official certificates or permits or the payment of any agreed down payment. If this is not the case, the delivery period shall be reasonably extended unless MATTHEWS is responsible for the delay. Deliveries prior to the expiry of the delivery period are permissible.

2. In the case of deliveries of goods, the delivery time shall be deemed to have been met if the goods have left the factory or warehouse within the delivery period. If dispatch or collection is delayed for reasons for which MATTHEWS is not responsible, the delivery time shall be deemed to have been met if readiness for dispatch is notified within the agreed delivery time.
3. If MATTHEWS is unable to meet binding delivery times for reasons for which it is not responsible (hereinafter referred to as "Non-availability Of Performance"), MATTHEWS shall inform the Customer in writing in good time. In this case, MATTHEWS shall be entitled to postpone the delivery for the duration of the impediment or to rescind the contract in whole or in part due to the part of the contract not yet fulfilled, provided that MATTHEWS has complied with the aforementioned duty to inform and has not assumed the procurement risk; MATTHEWS shall immediately reimburse any consideration already provided by the Customer. Non-availability Of Performance shall be deemed to exist, for example, if MATTHEWS, for reasons for which it is not responsible, does not receive, does not receive correctly or does not receive on time the deliveries and/or services owed under the contract, deliveries and/or services of subcontractors despite proper and sufficient coverage in accordance with the quantity and quality under the delivery or service agreement with the Customer, or if events of force majeure of a not insignificant duration (i.e. with a duration of more than 14 calendar days) occur. Cases of force majeure are in particular war, strike, lockout, official interventions, pandemics/epidemics, energy and raw material shortages, transportation bottlenecks through no fault of MATTHEWS, operational hindrances through no fault of MATTHEWS - e.g. due to fire, water and machine damage - and all other hindrances which, from an objective point of view, have not been culpably caused by MATTHEWS.
4. If a binding time of performance has been agreed and is exceeded due to events according to Section VI.3 above, the Customer shall be entitled, if MATTHEWS invokes the Non-availability Of Performance according to Section VI.3 above, to withdraw from the contract after a reasonable grace period of 30 days has expired without result due to the part of the contract not yet fulfilled. Any further claims of the Customer, in particular claims for damages, shall be excluded in this case, provided that MATTHEWS has complied with the above duty to inform.
5. Insofar as no case of Section VI. 3 exists and MATTHEWS is legally responsible for a delay in delivery and

the Customer suffers damage as a result thereof, the Customer shall be entitled to claim liquidated damages for delay from the second week after the occurrence of the delay. This shall amount to 0.5% for each full week of delay, but in total not more than 5% of the value of that part of the total delivery which was not provided on time as a result of the delay in delivery. Any further claim for damages due to delay shall only exist if one of the exceptions to the limitations of liability listed in Section VI. applies. MATTHEWS reserves the right to prove that the Customer has suffered no damage at all or only a significantly lower damage than the above lump sum.

6. If the Customer causes a delay in the shipment or delivery of the delivery items, MATTHEWS shall be entitled to charge the Customer for any additional costs incurred as a result.

VII. Terms of delivery

1. For the shipment of goods from MATTHEWS to the Customer, the INCOTERMS shipping clauses as amended from time to time shall be deemed to be included in the contract. Unless otherwise agreed, all deliveries by MATTHEWS shall be ex works (EXW - Ex Works according to INCOTERMS). If transportation insurance has been agreed by MATTHEWS, this shall only apply from the manufacturer's works to the boundary of the Customer's premises.
2. If the Customer is in default of acceptance, fails to cooperate or if delivery by MATTHEWS is delayed for other reasons for which the Customer is responsible, MATTHEWS shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs).

VIII. Retention of title

1. MATTHEWS shall retain title to the object of the purchase contract, contract for work and services or contract for work and materials until all payment obligations under the respective contract, including any additionally owed ancillary services, have been fulfilled in full. MATTHEWS shall be entitled to insure the goods against theft, breakage, fire, water and other damage at the Customer's expense, unless the Customer has demonstrably taken out such insurance himself.
2. The Customer may not sell, pledge or assign as security the item subject to retention of title until all payment obligations have been met in full.
3. The Customer shall notify MATTHEWS immediately in the event of seizure, confiscation or other dispositions by third parties.
4. In the event of combination with other movable items not belonging to MATTHEWS, MATTHEWS shall be entitled to co-ownership of the new item in the ratio of the acquisition values of the goods subject to retention of title and the item combined with them at the time of processing.
5. In the event of breach of contract by the Customer, in particular in the event of default in payment, MAT-

THEWS shall be entitled to take back the item after re-cession of the contract and the Customer shall be obliged to surrender it. In this case, MATTHEWS may, at its own discretion, demand that the Customer deliver the item to MATTHEWS' registered office at its own expense and risk or allow MATTHEWS to collect the item on site. If MATTHEWS chooses to collect the item, the Customer shall allow MATTHEWS unhindered access to the site and to the item for the duration of the uninstallation and collection and shall remove any obstacles to collection at its own expense. MATTHEWS may demand reimbursement from the Customer for the costs of uninstallation and collection in addition to compensation for other damages.

IX. Claims for defects ("warranty")

1. The warranty period shall be twelve (12) months from notification of readiness for delivery, unless acceptance of the Contractual Object is provided for. In this case, the warranty shall commence upon acceptance of the Contractual Object. However, the warranty shall in any case be for a maximum of eighteen (18) months from notification of readiness for delivery, unless Matthews is responsible for the delays.
2. If the subject matter of the contract is already defective at the time of transfer of risk, MATTHEWS shall only be liable in accordance with the following provisions to the exclusion of further claims - subject to liability for damages in accordance with Section X:
 All parts which prove to be defective as a result of a circumstance occurring prior to the passing of risk shall be repaired or replaced free of defects ("Subsequent Performance") at MATTHEWS' discretion and free of charge. MATTHEWS shall be notified immediately in writing of the discovery of such defects. Replaced parts shall become the property of MATTHEWS.
3. The place of performance for Subsequent Performance shall be the agreed place of performance of the Contractual Performance. MATTHEWS reserves the right to carry out repair work, if necessary, at MATTHEWS' sites. MATTHEWS shall bear the costs of Subsequent Performance, including the costs of transport, travel, labor and materials (including removal and installation or attachment within the meaning of § 439 (3) BGB, insofar as Contractual Object was installed in or attached to another item in accordance with its nature and its contractually intended use) up to the place of performance of the Subsequent Performance. MATTHEWS shall be free to reduce the costs of Subsequent Performance (including removal and installation or attachment within the meaning of § 439 (3) BGB) by carrying out all necessary work itself, provided this is reasonable for the Customer. MATTHEWS reserves the right to refuse Subsequent Performance or the expenses of Subsequent Performance if these are associated with disproportionate costs within the meaning of § 439 para. 4 BGB. If the Contractual Object has been moved by the Customer to a place other than the contractually agreed destination and if this increases the
4. The place of performance for Subsequent Performance shall be the agreed place of performance of the Contractual Performance. MATTHEWS reserves the right to carry out repair work, if necessary, at MATTHEWS' sites. MATTHEWS shall bear the costs of Subsequent Performance, including the costs of transport, travel, labor and materials (including removal and installation or attachment within the meaning of § 439 (3) BGB, insofar as Contractual Object was installed in or attached to another item in accordance with its nature and its contractually intended use) up to the place of performance of the Subsequent Performance. MATTHEWS shall be free to reduce the costs of Subsequent Performance (including removal and installation or attachment within the meaning of § 439 (3) BGB) by carrying out all necessary work itself, provided this is reasonable for the Customer. MATTHEWS reserves the right to refuse Subsequent Performance or the expenses of Subsequent Performance if these are associated with disproportionate costs within the meaning of § 439 para. 4 BGB. If the Contractual Object has been moved by the Customer to a place other than the contractually agreed destination and if this increases the

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costs of Subsequent Performance, the additional costs shall be reimbursed by the Customer to MATTHEWS.

5. The Customer shall only be entitled to rescind the contract or to reduce the contract price due to a defect if MATTHEWS - subject to the statutory exceptions - has allowed a reasonable period set for rectification or replacement delivery to expire fruitlessly or if Subsequent Performance has repeatedly failed and the Customer cannot reasonably be expected to accept a further attempt at subsequent performance. In these cases, the right of withdrawal is limited to defects which restrict the usability.
6. Normal wear and tear of components or tools within the scope of the intended use is excluded from the warranty. In addition, the assertion of claims for defects is excluded if a defect is due to the fact that the Customer has not followed the installation or operating instructions, has failed to carry out the required maintenance of the Contractual Object or has carried out maintenance contrary to the maintenance instructions or has not used replacement or sealing parts of at least comparable type and quality.
7. The exclusion of the Customer's rights due to obvious or recognized defects (cf. § 377 HGB) remains unaffected by the failure to give notice of defects immediately.
8. If the Customer, with the required consent of MATTHEWS, undertakes actions to remedy defects itself, which MATTHEWS would be obliged to do under the above provisions, the Customer shall not be deemed to be a vicarious agent of MATTHEWS in this respect. MATTHEWS shall only be liable for the consequences of self-remedy if the Customer has acted in accordance with MATTHEWS' instructions. MATTHEWS shall reimburse the Customer for the costs of self-performance up to the amount of the expenses that MATTHEWS would have had to bear if the Customer had not performed the work itself.
9. Liability for defects is excluded for used goods, unless otherwise agreed.
10. The foregoing shall not affect the Customer's claims based on fraudulently concealed defects or based on a guarantee of quality or durability given by MATTHEWS.

X. Liability for damages

1. MATTHEWS shall only be liable for damages and reimbursement of futile expenses within the meaning of § 284 BGB (hereinafter referred to as "Damages") due to breach of contractual or non-contractual obligations - on whatever legal grounds:
 - in the case of intent, or
 - in the event of gross negligence on the part of the owner, legal representatives, executive bodies or senior vicarious agents, or
 - in the event of negligent or intentional injury to life, limb or health, or
 - due to fraudulent concealment of a defect, or
 - in the -assumption of a guarantee, or

- in the event of negligent or intentional breach of material contractual obligations, i.e. obligations which make the performance of the contract possible in the first place and on the observance of which the customer may regularly rely, or
- insofar as liability is mandatory under the Product Liability Act for personal injury or damage to property.

Compensation for the breach of material contractual obligations shall, however, be limited to the reasonably foreseeable damage typical of the contract, unless there is intent or gross negligence or liability for injury to life, limb or health or the assumption of a guarantee of quality or durability.

Further claims are excluded.

2. MATTHEWS' liability shall be excluded in particular in the following cases, unless MATTHEWS is responsible for them in accordance with Section X. 1: Unsuitable or improper use, faulty installation or commissioning by the Customer or third parties, normal wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, defective construction work, unsuitable building ground, chemical, electrochemical or electrical influences. MATTHEWS shall not be liable for any consequences resulting from improper repairs carried out by the Customer or a third party. The same shall apply to modifications of the object of purchase/service without prior approval by MATTHEWS.

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XI. Statute of limitations

All claims of the Customer - on whatever legal grounds - shall lapse after 12 months. The statutory periods shall apply to claims for damages in accordance with Section X. They shall also apply to defects in a building or to delivery items that have been used for a building in accordance with their normal use and have caused its defectiveness.

XII. Property rights

1. MATTHEWS reserves all existing rights - in particular ownership, copyrights and industrial property rights - to information provided by MATTHEWS, in particular but not limited to samples, drawings, know-how, etc. and to the subject matter of the contract. Information related to the Contractual Object and information exchanged in the course of pre-contractual negotiations may not be made accessible to third parties by the Customer. The Customer shall not challenge any ownership, copyrights and industrial property rights - to information provided by MATTHEWS,
2. MATTHEWS undertakes to make information and documents designated as confidential in writing by the Customer accessible to third parties only with the Customer's consent.
3. If the subject matter of the contract infringes industrial property rights or copyrights of third parties in Germany, MATTHEWS shall, at its own expense, procure the right for the Customer to continue using the subject matter of the contract or modify the subject matter of

the contract in a manner reasonable for the Customer so that the infringement no longer exists.

The aforementioned obligations of MATTHEWS are - subject to Section IX – the sole remedy in the event of an infringement of intellectual property rights or copyrights as determined in a final decision by a court of law. If this is not possible under economically reasonable conditions or within a reasonable period of time, both the Customer and MATTHEWS shall be entitled to rescind the contract.

They shall only apply insofar as

- the Customer has not contributed to an increase in the damage by late notification of the asserted property right or copyright infringements,
- the Customer supports MATTHEWS to a reasonable extent in the defense of the asserted claims and enables MATTHEWS to carry out the modification measures in accordance with the above paragraph,
- MATTHEWS reserves the right to take all defensive measures, including out-of-court settlements, and
- the defect of title or the infringement of rights is not based on a cause set by the Customer himself, in particular on a specification of the customer or on the fact that the Customer has modified the subject matter of the contract without authorization or has used it in a manner not in accordance with the contract.

4. Customer agrees that it shall not, without the prior written permission of MATTHEWS, use in advertising, publicly or otherwise, (1) MATTHEWS' name or logo, (2) any photograph or image of the equipment purchased by Customer from MATTHEWS, (3) the name or logo of any affiliate of MATTHEWS, nor shall Customer refer to the existence of this Agreement in press releases, advertising or other materials, unless required by applicable law.

XIII. Software usage

If software is included in the scope of delivery, the customer shall be granted a non-exclusive, non-transferable and non-sublicensable right to use the software supplied, including its documentation. It is provided for use on the delivery item intended for this purpose. Use of the software on more than one system or modification of software is prohibited. The Customer may only reproduce, revise, translate or convert the software from the object code into the source code to the extent permitted by law (§§ 69 a ff. UrhG). The Customer undertakes not to remove manufacturer's details - in particular copyright notices - or to change them without the prior express consent of the supplier. All other rights to the software and the documentation, including copies, shall remain with the Supplier or the software supplier. The granting of sublicenses is not permitted.

XIV. Extension of the contract and termination

1. After expiry of a service contract, the contractual relationship shall be extended by one year in each case if it is not terminated by one of the contracting parties at least three months before its respective expiry.
2. MATTHEWS may terminate a contract with immediate effect,
 - if the Customer fails to meet its payment obligations and is more than 30 days in arrears with payments despite a written reminder from MATTHEWS.
3. MATTHEWS may terminate a service contract with immediate effect,
 - if it transpires that the Customer has not operated or maintained the equipment properly in accordance with MATTHEWS' operating and maintenance instructions and continues to fail to treat it properly despite a written warning from MATTHEWS;
 - if technically relevant interventions (e.g. conversions, modifications, etc.) are carried out on the installations by persons not expressly authorized by MATTHEWS and are not omitted and/or reversed despite a written warning from MATTHEWS
 - if the systems are significantly damaged by technical intervention, force or improper use or intent on the part of the Customer;
 - if the Contractual Object is transferred or resold to third parties or removed from its original place of installation.
4. Termination pursuant to § 648 BGB shall remain permissible in accordance with the statutory provisions. MATTHEWS shall retain the right to remuneration for the services already rendered. With regard to the services not yet rendered, MATTHEWS shall be entitled to 15% of the outstanding remuneration. The Customer reserves the right to prove that the share to which MATTHEWS is entitled pursuant to § 648 BGB is lower than the share specified in sentence 3.
5. Any termination must be in writing to be effective.

XV. Data Protection

1. The Customer shall ensure that all persons entrusted with the provision of services comply with the statutory provisions on data protection, in particular with regard to the processing of personal data.
2. Insofar as the Customer processes personal data on behalf of MATTHEWS within the scope of the provision of services in accordance with Art. 28 GDPR, it undertakes to conclude an agreement on commissioned data processing with MATTHEWS, which will be provided by MATTHEWS.
3. Insofar as personal data is processed in a third country as part of the provision of services, the Customer shall comply with the provisions of Chapter V of the EU General Data Protection Regulation, for example by implementing suitable technical and organizational measures. The Customer shall, to the extent reasona-

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bly provide MATTHEWS with the available and relevant information necessary to comply with the applicable legal applicable legal requirements, in particular the requirements of the GDPR, regarding the transfer of personal data to entities outside the EU/EEA.

4. Insofar as a transfer of personal data from a party in the EU/EEA to a third country takes place in the context of the provision of services EU/EEA to a third country, the parties shall, prior to the start of the transfer, agree on the appropriate module of the Standard Contractual Clauses 2021/914/EU prior to the transfer. This does not apply if the EU Commission has issued an adequacy decision within the meaning of Art. 45 GDPR for the third country of destination, or if the third country transfer is secured by other appropriate safeguards within the meaning of Chapter V of the GDPR.

XVI. Anti-Corruption, Code of Conduct and Export Control

1. The Customer agrees to comply with all anti-corruption laws and regulations, including the United States Foreign Corrupt Practices Act ("FCPA"), the United Kingdom Bribery Act 2010 ("UKBA"), and all applicable laws of any country in which services are performed or provided under the respective Contract, to the extent that such respective laws and regulations are applicable in the specific case. The Customer undertakes not to pay, offer, promise or give anything of value, directly or indirectly through a third party, to any person, including any employee or official of a government, a government-controlled company or a political party, with the aim or in the knowledge that it is to be used to obtain an improper advantage or to improperly influence an action or decision of this person or party in order to obtain, retain or manage business. Furthermore, the Customer undertakes not to accept or be promised anything of value, either directly or indirectly through a third party, if he knows that it is to be used to obtain an improper advantage or to improperly influence an action or decision (available at <https://www.matw.com/investors/corporate-governance/governance-documents>).
2. The Customer undertakes to uphold the corporate values of the Matthews International companies, as set out in the Code of Conduct (available at <https://www.matw.com/investors/corporate-governance/governance-documents>), within the framework of the business relationship.
3. The Customer shall comply with the applicable provisions of national and international (re-) export control law when passing on the goods delivered by MATTHEWS or the work and services provided by MATTHEWS (including technical support of any kind) to third parties. In any case, when passing on such goods, work and services to third parties, the Customer must observe the (re-) export control regulations of the Federal Republic of Germany, the European Union and the United States of America (available at

<https://www.matw.com/investors/corporate-governance/governance-documents>).

XVII. Miscellaneous

1. There are no verbal agreements on concluded contracts. Collateral agreements and contract amendments must be made in writing to be valid. This formal requirement cannot be waived or overridden either verbally or tacitly.
2. MATTHEWS reserves the right to amend the Terms and Conditions if this is necessary due to changes in the law, supreme court rulings or market conditions and the Customer is not placed in a worse position as a result. MATTHEWS shall notify the Customer of such changes and give the Customer the opportunity to object to the changes within six weeks. If the Customer does not object, the amended terms and conditions shall be effectively incorporated into the contract.
3. The legal relationship between MATTHEWS and the Customer shall be governed exclusively by German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the non-mandatory provisions of German private international law.
4. The place of jurisdiction for all disputes between the Customer and MATTHEWS shall be the registered office of the contracting company of MATTHEWS, unless a different exclusive jurisdiction exists.

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